



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, CALCUTTA – 700 043,
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E-mail : purchase@braithwaiteindia.com , FAX : +91 33 2439 7632 / 2439 5607

Tender No: BCL/PUR/KSR/Wire Rope/AW/2019 Dated 25.03.2019
Tender Due On: 03.04.2019

To
M/s.....
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Dear Sir,

“Sealed Quotations are invited in Single bid type (Techno-commercial & Price Bid) from the vendors for supply of **following material** at our **Angus Works** as per tender conditions.

Sl. No.	Item Description	Size	Specification	Qty.	Make
01	Ungalvanised Steel Wire Rope	20mm Dia	IS: 2266-2002 6 x 36 construction Steel Core Tensile Length- 1770 N/mm2 Right Hand Lay	600 Meters (1 Length)	USHA Martin / Equivalent
02	Ungalvanised Steel Wire Rope	10mm Dia	IS: 2266-2002 6 x 36 construction Steel Core Tensile Length- 1770 N/mm2 Right Hand Lay	400 Meters (1 Length)	USHA Martin / Equivalent

Sealed Offers super-scribing our tender number, date, due date, Tender Box No. may be dropped in our Tender Box No. 2 within the due date addressed to **Sr. Manager (Purchase)**, Braithwaite & Co. Ltd, 5, Hide Road, Kolkata: 700043.

Note: Bidder(s) should mention the MAKE of Item in the offer. Test Certificate & Guarantee Certificate to be submitted along with supply as per OEM norm.

Contd..P/2

Eligibility Criteria (applicable only for bidders who are participating through website):

- Bidders shall submit copies of PAN, GST Registration & IT Returns for last three financial years ending 31.03.2018.
- Documents supporting supply of similar items of value Rs. 1.60 lakh in last two years.
- Similar items mean Tendered Item.

Note: Bidders who are authorized dealers must produce proof of sourcing material from USHA MARTIN /their authorized dealers.

General Terms & Conditions:

1) **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 is 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.

2) **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.

3) **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.

4) **Validity:** Offer shall remain valid for a period of 90 days from the date of opening of this tender.

5) The entire supplies to be made at our Angus Works at Bhadreswar, Hooghly.

6) **Completion time:** The Supply to be completed within 03 (Three) months from the date of issuance of Purchase Order.

7) **Guarantee/Warranty:** To be submitted as per OEM norms along with the supply.

8) **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.

9) **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.

10) **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.

11) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

12) **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.

13) **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.

14) **Payment:** 100% after 30 days from the date of Inspection, receipt and acceptance of material at Stores Department.

15) Bills will be certified by Sr. Manager (Maintenance)-AW / his authorized representative of Angus Works.

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:** BCL reserves the right to increase / decrease the order quantity up to $\pm 30\%$ 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 (all inclusive) received from a bidder. However, if L-1 bidder is not eligible under Techno-Commercial criteria, next bidder who stands L1 position and meeting our techno-commercial terms & conditions, will be considered for order placement.**
- 7) **In case of Authorized Dealers, they should submit valid Authorized Dealership Certificate along with the offer.**

Part – II PRICE BID

1. The rates should be quoted both in figures and words. In case of difference, rate quoted in Words will be considered.
2. Over writing in price figure of the quotation will be rejected.
3. **Lowest bid will be evaluated on the basis of Lowest Grand Total obtained (all inclusive)**
4. Rates are to be quoted considering free delivery to our Angus Works.

PRICE FORMAT

Sl. No	Description of Items	Total Qty	Unit Rate (Rs.) (all inclusive)	Total value (all inclusive) Rs.
1	Ungalvanised Steel Wire Rope of 'USHA MARTIN / Equivalent' Size- 20mm dia, IS: 2266-2002 6 x36 construction, Steel Core Tensile Strength: 1770 N/mm2 Right Hand Lay	600 Meters (1 Length)		
2	Ungalvanised Steel Wire Rope of 'USHA MARTIN / Equivalent' Size- 10mm dia, IS: 2266-2002 6 x36 construction, Steel Core Tensile Strength: 1770 N/mm2 Right Hand Lay	400 Meters (1 Length)		

For Braithwaite & Co. Ltd.