



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: purchase@braithwaiteindia.com, Website: www.braithwaiteindia.com

CIN-'U74210WB1976GOI030798'

TENDER ENQUIRY NO: BCL / PUR / BOXN-1000 /Repair/ Paints

DATED: 24-08-17

M/s.....

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Sealed tenders are invited in Two Bid System for supply of Paints & Primer required for repairing job of BOXN wagon from Parties / their authorized dealers including packing & free delivery to our stores at CW & AW as per scope of supply and TERMS & CONDITIONS given in the tender.

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|---|--------------------------------|
| 1. Closing of Tender Box | : 14.30 hrs on 04-09-17 |
| 2. Opening of Part-I Bid of the tender | : 15.00 hrs on 04-09-17 |

The offer should comprise of parts as under –

Part-I : Techno-commercial Bid & EMD

Part-II : Price Bid

Both Part-I & Part-II shall be inserted separately in two (2) envelopes, sealed and super scribed with Tender No. and Part No. These two bids shall be put in a 3rd Envelope, sealed and super scribed with Tender No. and Due Date.

Sealed Tender, addressed to GM (MM & AW), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 to be dropped in person / by post in the Tender Box No.02 but must reach by 14.30 hrs on **04-09-17 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

The Techno-commercial Bid shall be opened on **04-09-17 at 15.00 hrs**. Tenderers may depute their authorized 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 documents can also be downloaded from our website www.braithwaiteindia.com.

For Braithwaite & Co. Ltd.

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INSTRUCTION TO BIDDERS

Tenderer have fully understood the specification, drawing and delivery option and accordingly prices have been quoted in price bid .

The bidders should essentially be registered with GST and mention their GSTIN No.in the techno-commercial bid.

Tenderer should submit an unconditional acceptance of our tender terms & conditions .

Scope of Supply (Item description & quantity):**For Clive / Victoria Works**

Sl. No.	Item Descriptions	Drg. No. / Specification	Total Qty (Ltrs)
01	R/M Red Oxide Finish Paints	(IS:123)	6000
02	Zinc Chrome Primer	(IS: 104)	1500
03	Ready Mix Black Japan	(IS: 1257)	500
04	Ready Golden Yellow	(IS: 124)	500
05	White Paint for Lettering	(IS: 127)	500

For Angus Works

Sl. No.	Item Descriptions	Drg. No. / Specification	Total Qty (Ltrs)
01	R/M Red Oxide Finish Paints	(IS:123)	1500
02	White Paint for Lettering	(IS: 127)	120

NOTE: Separate P.O's will be placed for CW & AW . Materials are to be delivered at CW in respect of order(s) placed for CW and at AW in respect of order(s) placed for AW respectively. However, the delivery point of Angus Works shall be at Bhadreswar, Hooghly Dist.

Part-I – Techno Commercial Bid

Following documents are to be submitted along with the techno-commercial bid (Part I) of the offer.

- A) i) Copy of valid RDSO approved certificate for the tendered item(s) if any.
- ii) 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.
- iii) Copy of GST Registration.
- iv) In case of dealers/ distributors, copy of valid dealership/ distributorship certificate to be submitted.
- v) 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 by the concerned RDSO approved bidder.

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B) Bidders participating through website shall also enclose following :

- i) Copies of Audited / Chartered Accountant Certified Balance sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.17.
- ii) Proof of supply of similar items (e.g P.O Copies, Certified bill , etc) to other Wagon manufacturer.
- iii) Copy of GST Registration.
- iv) Valid Trade Licence

GENERAL TERMS & CONDITIONS:

1. Earnest Money Deposit (E.M.D): Rs.5,000.00 (Rupees Five Thousand only)

Earnest Money Deposit is required to be submitted by Crossed A/C Payee 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 UNITS and PSU units / RDSO approved manufacturer for the tendered items only may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial 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 supply or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said supply.

EMD is to be submitted by Authorised Dealers/Distributors of RDSO vendors .

Offers without the above documents are liable to be rejected as "Techno-commercially non Responsive".

NOTE: EMD SHOULD BE SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL BID OTHERWISE, OFFER WILL NOT BE CONSIDERED.

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 order 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 supplier'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 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.

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In respect of Firms registered with SSI, NSIC, MSME Units, DGS & D, RDSO and PSU units SD may be waived. Authorised dealers/distributors of RDSO approved vendors must deposit the required Security Deposit.

As and when an amendment is issued to the contract, the supplier shall furnish within 15 days of the receipt of such an amendment to the purchaser, the amended / enhanced amount of the security deposit. The S.D shall be released after fulfillment of contractual obligations

- 3) **Performance Bank Guarantee:-** The supplier shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. In respect of vendors being RDSO registered are exempted but for authorized dealers/ distributors, Performance Bank Guarantee shall be submitted @ 5% of Order value.

The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to the warranty / guarantee period. The Security Deposit, if submitted, may be converted into Performance Guarantee. The suppliers who will submit Security Deposit, no Performance Bank Guarantee is required to be submitted by them in such case. Even after providing Bank Guarantee, suppliers are responsible for the quality of the materials. During the Guarantee period, if any defect is detected for supplied materials the vendor shall arrange replacement of the defective materials within 15 days from the date of receipt of intimation at free of cost.

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

4) **RATE :**

Rate to be quoted considering Scope of supply and terms & conditions of the tender.

- ◆ Quoted / Ordered rate shall remain firm during currency of the contract.
- ◆ Bidder's quoted rate should take into consideration availing input credits on all materials . i.e. quoted rate shall be net of input credit.
- ◆ Supply must accompany with proper challans. Guarantee certificate , test report (if any) etc .These are to be submitted to stores (CW/AW) otherwise MRR for the same may not be processed .**The bidder shall submit GST compliant invoice and Challan** . The bill shall be submitted to our Accounts Deptt at CW/AW in triplicate set along with MRR copy (to be received from Stores).

5) **PAYMENT TERMS:**

100% payment with a credit period of 30 days from the date of submission of bills along with relevant documents duly certified. However, payment shall be released after receipt of materials at BCL in good condition.

In case Pro-forma payment is claimed by the bidder, initially, the same will be paid for material value only. GST shall be paid on submission of final bill. For Pro-forma payment, cheque will be handed over at the time of receipt of materials.

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 documentation / monthly return to ensure availing input tax credit (IITC) by BCL, BCL also reserves the right to deduct the resultant amount.

For pro-forma payment, interest will be loaded on and above of the quoted rate of the bidder, at the time of preparation of Rate Comparative chart. The rate of interest will be fixed by BCL, considering the prevailing rate of interest.

- 6) **Party shall mention the HSN code for the tendered item in their techno-commercial bid alongwith GST rates.**

7) **DELIVERY:**

Supply to commence immediately on receipt of LOI / Purchase order. Completion of delivery within **6 (six)** months from the date of LOI / P.O. However, materials shall be supplied as and when required by our Stores / Production. Successful bidders will take schedule of requirement from our stores / production.

Delivery shall be free to our Clive Works ,Hide Road, Kolkata / Angus Works .Bhadreswar, District- Hooghly, on progressive manner to meet our production schedule . Unloading of materials will be at supplier's cost.

8) **VALIDITY :**

Offer shall remain valid for a period of 90 days from the date of opening of this tender.

9) **INSPECTION:**

BCL shall carry out inspection separately in CW and AW by authorized representative of respective unit.

10) **Guarantee / Warranty :**

Guarantee / warranty period will be six months from the date of supply. Original TC / GC shall be submitted along with supply.

11) **Rejection/ Replacement:**

In the event of rejection / defects found in supplied Primer & Paints,the supplier shall arrange for free replacement of rejected / defective Primer & Paints immediately on receipt of our written advice to that effect. The replacement of the materials shall be made within 15 days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at suppliers cost. Collection of rejected materials from our stores and delivery of replacement supplies at our works will be at your 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 and token payment of Rs. 1/- per Ltr. will be paid to you. Bidders should mention their material's packaging pattern / quantity contained in each packet / case / container with weight .

12) **Liquidated Damages :**

The supply shall be completed as per the delivery date mentioned in the Purchase Order. In case of non - supply of the materials as per delivery schedule, the LD clause will be imposed @ 0.5% for every week subject to maximum 10% of the order value.

13) **Risk Purchase :**

In the event of failure or delayed supply within the reasonable period, the order may be cancelled and the BCL reserves the right to procure the tendered/ordered material from alternative sources on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the supplier. BCL reserve the right to forfeit the Security Deposit also of the defaulting firm.

13) **Termination of Contract :**

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.

14) Arbitration : All questions, disputes or differences 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. Chairman & Managing Director-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.

15. Splitting of 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 splitting of the tender quantity is decided by BCL, the same shall be in the ratio 80:20 between L-1 & other bidders in general 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 bidder 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.

16) Quantity Amendment : BCL reserve the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% of the ordered quantity on the same rate, terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by the Company.

17) Repeat Order : BCL reserves right to place repeat order for a maximum of 75% of order quantity & value at the same rate, terms & condition.

ADDITIONAL TERMS & CONDITIONS :

- (i) **Offer having delivery mode as 'Ex-works' will not be considered.**
- (ii) **Tender will be considered cancelled if the document required for Part-I & Part-II bids are not placed in respective & proper envelope.**
- (iii) Detail of materials as per specification and respective quantity to be supplied should be mentioned in Part-II (Price Bid) and Part-I (Techno-commercial Bid) both.

- (iv) A Copy of unquoted Price Bid as per tender requirement and specification must be given along with Techno-commercial Bid (Part-I Bid) for our easy analysis of techno-commercial bids. No prices should be indicated in Techno-commercial (Part-I) Bid by the bidders, if any prices found in techno-commercial Bid (part-I) on the price bid format the offer shall not be considered.
- (v) 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 reserve the right to place order one or more bidders with exclusion of the rest without assigning any reasons thereof.

Braithwaite & Co Limited reserves the right to:

- Postpone the above-mentioned due date, split/ and distribute the orders among more than one bidder as per tender conditions.
- Cancel the tender at any stage.
- May ask for further clarification during techno commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss or damage of bids sent through post.
- 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 his bid rejected summarily.
- If the bidder deliberately gives any wrong information in their tender to create a circumstance for the acceptance to their bid, Braithwaite reserves the right to reject such application.

PART – II: Price Bid.

- Price Bid in 2nd part of the tender should contain only price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders to enable the bidders to be present during such opening.
- Rates should be mentioned in figure as well as in words. In case of difference, price quoted in words shall be considered.
- No over writing or correction will be allowed in the price part .
- Price part shall be free from any condition.
- Price bid without signature shall be considered as cancelled.
- **Evaluation of lowest bid shall be made on the basis of item wise lowest landed cost to BCL. Accordingly, lowest bid evaluation shall be on the basis of lowest rate for each item per liter basis, received from a bidder with delivery upto CW & AW as per price Bid Format.**

Price Bid Format for Clive / Victoria Works :

Sl. No	Description of items	Qty (Ltr.)	HSN Code	Basic rate/ Ltr. (Rs.)	GST/ Ltr. (Rs.)	Total rate /Ltr in figure (in Rs.)	Total rate / Ltr. in words (in Rs.)
		(A)	(B)	(C)	(D)	E = (C+D)	
01	R/M Red Oxide Finish Paints (IS:123)	6000					
02	Zinc Chrome Primer (IS: 104)	1500					
03	Ready Mix Black Japan (IS: 1257)	500					
04	Ready Golden Yellow (IS: 124)	500					
05	White Paint for Lettering (IS: 127)	500					

Price Bid Format for Angus Works :

Sl. No	Description of items	Qty (Ltr.)	HSN Code	Basic rate/ Ltr. (Rs.)	GST/ Ltr. (Rs.)	Total rate / Ltr. in figure (in Rs.)	Total rate / Ltr.. in words (in Rs.)
		(A)	(B)	(C)	(D)	E = (C+D)	
01	R/M Red Oxide Finish Paints (IS:123)	1500					
02	White Paint for Lettering (IS: 127)	120					

For Braithwaite & Co. Ltd.