



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,
TEL +91 33 2439-7415, 2439-4114, 2439-6613, 2439-7413.

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CIN-'U74210WB1976GOI030798'

Open Tender No.: BCL/PUR/Compliance Services/Corp/18-19/R2

Dt: 24.09.2018

Sealed tenders are invited in Two Bid System from **an Agency (Legal Firm, Solicitor firm or such other firm)** for the job of **Providing Compliance Services to BCL**, for a period of **2(Two) years**, as per the **Scope of Work** given in the tender.

Interested parties/bidders can get the tender documents from the office of Sr. Manager (Purchase) - Braithwaite & Co. Ltd, 5, Hide Road, Kolkata 700 043 on all working days. Tender documents can also be downloaded from our website www.braithwaiteindia.com. Along with the techno-commercial bid, all the bidders quoting against the tender should submit DD/Pay order of Rs. 250/- (Rupees Two Hundred Fifty only) in favour of "Braithwaite & Co. Ltd." payable at Kolkata towards cost of tender document. Bidders who are registered with NSIC / MSME for the tendered job & PSUs are exempted from submission of cost of tender document.

Closing of Tender Box : 02:30 pm on 07.10.2018

Opening of Part-I Bid of the tender : 03.00 pm on 07.10.2018

The offer should comprise of 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, sealed and superscribed with Tender No. and Part No. These two bids shall be put in a 3rd Envelope, sealed and superscribed with Tender No. and Due Date.

Sealed Tender, addressed to Senior Manager(Purchase) Braithwaite & Co. Ltd, 5 Hide Road, Kolkata 700 043 may be dropped in the specific Tender Box (**Superscribed with the Tender No. and due date**) or may be sent by Registered Post but must reach us positively within 07.10.2018 (due date) by 2:30 PM. No offer shall be received after closing of tender box.

The Techno-commercial Bid shall be opened on 07.10.2018 at 3.00 pm. 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. Bidders will be invited to attend opening of price bids if found qualified techno commercially.

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

For Braithwaite & Co. Ltd.

Contd...P/2

Scope of work :

The Scope of the Compliance Services to be rendered by the Agency should cover the following:

1. Conduct One thorough due diligence of the current status of the registrations, licenses and approvals applicable to the Company under the laws / Acts (Local, State, Central & DPE Guidelines) as applicable to the company.
2. Provide a Report of the above mentioned due diligence.
3. Prepare a Compendium of laws (including DPE Guidelines) applicable to the Company as on date.
4. Prepare a compliance tracker for the Company, conduct a quarterly compliance audit, and provide reports of such audit.
5. Updating the Company periodically on any amendments to applicable laws, by way of statutory amendments, notifications and/or judgments.

Note: As regards Sl. No. 5 as above, the same shall not be chargeable. However, this service is to be provided by the successful bidder, as and when pertinent.

Qualifying Criteria:-

The bidder should fulfill the following criteria/ have credentials with regard to the following, of which documents must be submitted along with the Techno-commercial bid.

- i) The participating bidder should have office based in Kolkata.
- ii) The bidder should have minimum 3(three) years experience in providing Compliance Services to PSUs and other body corporates.

The bidder/Agency shall submit the following documents in support of eligibility criteria.

- a) Audited / CA certified balance sheets & P & L Accounts for the last 3 years ending 31.03.2017.
- b) Documents in relation to Agency's incorporation, activities, registration, partnership, etc.
- c) Documents in support of experience as mentioned in the Qualifying Criteria.

General Terms & conditions:-

1. **Payment:** 100% Payment with 30 days credit, after submission of bills with all relevant documents duly certified by Secretarial department officials of BCL. Payment will be made on pro-rata basis, against the bill(s) raised on the basis of the specific jobs performed as mentioned in the Price bid. Payment for Scope No. 1, 2 & 3 will be one time and shall be paid on successful completion of the said activities. Payment for Scope No. 4 will be made quarterly, on successful completion of the quarterly activities.
2. **Validity:** Offer must remain valid for 90 days from the date of tender opening.
3. **Price:** Quoted price/rate shall remain firm till completion of the contract. No variation shall be entertained. Quoted price/rate shall be inclusive of all taxes & duties, if any. In case of any kind of overwriting, alteration, corrections etc. in the price bid, the same shall be signed by the signatory of the tender
4. **Quantity variation:** Order quantity, in terms of value, job volume or duration of contract, may vary \pm 30% during the period of contract. BCL also reserves the right to place repeat order for 75% of original order quantity at the same rate & terms of original order.

5. **Liquidated Damages:** In the event of failure to complete the job within the stipulated date, BCL reserve the right to recover a sum of 0.5% for every week or part thereof by way of LD subject to maximum limit of 10% of the ordered value.
6. **Risk Purchase:** In the event of your failure to execute the job, BCL reserve the right to procure the items mentioned in our Purchase order from alternative source on Risk Purchase basis and recover the extra thereof, if incurred, from you.
7. **Dispute Resolution:**
- (a) **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 the party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the adjudication of sole Arbitration. CMD of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. 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 and statutory modifications thereof. The processing of the Arbitration shall be held in Kolkata.
- (b) In case dispute arises, the same shall be settled as per the relevant Rules and Laws prevailing in India.
- (c) Any legal dispute shall be settled within the jurisdiction of the courts of Kolkata.
8. **Lowest bid shall be evaluated on the basis of lowest grand total amount (all inclusive) received against the jobs, as per the format specified in the Price bid.**
9. **Termination:** BCL shall be entitled to terminate the Contract at any time, with 7 days notice at BCL's discretion. Once the termination letter is issued upon the concerned agency, they shall return all the documents of BCL lying in their possession, unconditionally, within 3 days of receipt of the said letter.

Price bid:

- Rate(s) should be quoted both in words & figures. (In case of any difference, quoted rates in words will be considered)
- Rates are to be quoted as per price format given below.

Sl. No.	Details of Job	Rate (all inclusive)
1	Conduct one thorough due diligence of the current status of the registrations, licenses and approvals applicable to the Company under the laws / Acts (Local, state, central & DPE Guidelines) as applicable to the Company.	
2	Provide a report of the above mentioned due diligence.	
3	Prepare a compendium of laws (including DPE Guidelines) applicable to the Company as on date.	
4	Prepare a Compliance tracker for the Company, conduct a quarterly compliance audit and provide reports of such audit. (For 4 quarters per year)	
Grand Total		

Grand Total – Rupees (_____)

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Braithwaite & Co. Ltd.