



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX :91 (033)2439 7632 / 2439 5607
E MAIL: purchase@braithwaiteindia.com, Website: braithwaiteindia.com
CIN: U74210WB1976GOI030798

TENDER NO. BCL/PUR/PM/Wagon Components (Non-DM) /2017

Dt. 07.12.2017

“SEALED OFFERS ARE INVITED FOR ENGAGEMENT OF CONTRACTOR FOR IN-HOUSE MANUFACTURING OF WAGON COMPONENTS (NON-DM) AT VICTORIA WORKS PREMISES OF BCL AS PER TENDER CONDITIONS”.

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid & EMD
- ii. Part-II : Price Bid.

These two parts shall be inserted separately in 2 (two) sealed envelopes super scribing tender number and part number. These two envelopes shall be put in 3rd envelope and all the envelopes shall be super scribed with our Tender No., Part No., Box No. and Due date.

Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com' for which they have to submit all papers related to their credential and meet the eligibility conditions as per Techno commercial Bid (Part-I).

Sealed Tender, addressed to General Manager (Co-ordination), Braithwaite & Co. Ltd. 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 **16.12.2017** (due date) by 2.30 P.M.

The techno-commercial bid shall be opened on **16.12.2017 at 3.00 P.M.** During opening of Techno-commercial Bid & EMD (Part-I), the bidders may depute their authorized representative to be present as witness. Price Bids (Part-II) shall be opened at a different date for which separate intimation will be sent to techno-commercially acceptable bidders. Such bidders may be present during opening of price bids.

FOR **BRAITHWAITE & CO. LIMITED**

A. DESCRIPTION OF JOB:

In-house manufacturing of Wagon Components (Non- DM) for **BOBRN HS M1** at Victoria Work Premises as per following Scope of Works and RDSO approved Drawing.

Details of in-house manufacturing items and required quantities for BOBRN HS M1 (Design K) Wagon are as follows:

LIST-I

Sl. No	Ref. Drawing No.	Description of items	Qty per Wagon (Nos. / Set)	Total Quantity for 280 Wagons (Nos. / Set)
1	WD-09065-S-73, Alt.1 (It. No. 1)	Hand Brake Wheel (R.H)	1	280
2	WD-09065-S-73, Alt.1 (It. No. 3)	Spindle for Hand Brake Wheel (Long)	1	280
3	WD-09065-S-73, Alt.1 (It. No. 4)	Spindle for Hand Brake Wheel (Short)	1	280
4	WD-09065-S-73, Alt.1 (It. No. 5)	Sleeve	1	280
5	WD-09065-S-73, Alt.1 (It. No. 10)	Screw for Hand Brake	1	280
6	WD-09065-S-73, Alt.1 (It. No. 11)	Hand Brake Screw Nut	1	280
7	WD-09065-S-73, Alt.1 (It. No. 12)	Pull Rod Fork End	1	280
8	WD-09065-S-73, Alt.1 (It. No. 13)	Pull Rod Distance Piece	1	280
9	WD-09065-S-73, Alt.1 (It. No. 14)	Pull Rod End Piece	1	280
10	WD-09065-S-73, Alt.1 (It. No. 16)	Hand Brake Wheel (L.H)	1	280
11	WD-09065-S-73, Alt.1 (It. No. 22)	Pull Rod	1	280
12	WD-09065-S-76, Alt.1 (It. No. 1)	M- 16 x 120 Ig. Stud with Nut & Washer.	4	1120
13	WD-09065-S-76, Alt.1 (It. No. 2)	APD for Cut Off Angle Cock	4	1120
14	WD-09065-S-76	I/D-42, O/D-65,Thk – 3.15	8 Nos.	2240
15		I/D-42, O/D-65,Thk – 5.00	1 No.	280
16		I/D-25, O/D-45,Thk – 3.15	4 Nos.	1120
17		I/D-35, O/D-60,Thk – 3.15	4 Nos.	1120
18		I/D-52, O/D-92,Thk – 3.15	4 Nos.	1120
19		I/D-08, O/D-22,Thk – 2.00	16 Nos.	4480

B. Scope of work / responsibility of the contractor & BCL for BOBRN HS M1 (Design K) Wagon shall be as follows:

Contractor's Scope of Work / Responsibility:

- Fabrication, welding and complete supply of above-mentioned Non-D.M. Bought-Out Components for 280 Nos. BOBRNHSM1 (Design K) Wagon as per approved RDSO Drawings.
- Gas cutting, Drilling, Fitting, Welding, materials handling, finished product stacking at proper place including necessary rectification / alteration as per RDSO Authority. Traceability of material, reconciliation of received raw materials should be documented properly.
- Arising scarp should be returned and store properly as per instruction of Workshop- In-charge.
- Welding Machine and welding equipments along with accessories
- Electric grinding machine with grinding wheels and its accessories.
- Hand gas cutting set with all its accessories (LPG & Oxygen regulator, Hose Pipe, Nozzle etc.)
- Measuring instruments, other tools & tackles required for job.
- Portable drilling machines with its all accessories (Drill, Drill-bits etc.)
- Electrodes Butts to be kept in separate bin.
- Fabricated item will be inspected and passed by BCL inspector as well as RDSO inspector at a final stage. Any kind of alteration / rectification as per requirement of RDSO at any stage is under the scope of contractor.

All others requirement for manufacturing of such items shall be on contractor's account.

Braithwaite's Responsibility:

All the relevant drawings, requisite raw steels, Electrodes, LPG & Oxygen, Water and Electricity shall be provided by Braithwaite.

C. General Terms & Conditions:

1. Price quoted or order rate(s) should remain FIRM up to end of the contract period. During the period of contract, no request shall be entertained for any hike in the rates due to any reason whatsoever.
2. The contractor shall not assign or sublet the contract in part or full to any other person / agency.
3. **Security Deposit:** For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase orders in the form of DD / pay order/ Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the contract value for the respective jobs / orders.

Security Deposit will be discharged and returned to the contractor completion of contractor's obligations under the contract.

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 Security Deposit is to be deposited by the successful bidder on receipt of purchase orders. 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 the 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 amended.

Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

4. **Performance Bank 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. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. 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 period.

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.

Even providing Bank Guarantee, contractors are responsible for the quality of the workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for bad workmanship, the contractor shall arrange rectifying the defects / replacement wherever applicable within 2 weeks from the date of receipt of intimation at free of cost.

5. **Liquidated Damages:** In the event of failure on the part of the contractor to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof vehicle wise by way of L.D subject to a maximum of 10% of the ordered value apart from other penalties.
6. **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.
7. **Arbitration:** All questions, disputes or differences whatsoever if arise between the purchaser and the contractor upon or in relation to or in connection with the contract, either 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 arbitrator. MD / CMD - 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 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.

8. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
9. **Payment terms:** Payment shall be made after 30 days from the date of submission of certified bill with relevant documents. However, bill will be accepted after getting wagon passed / stamped (i.e. D.M) by RDSO.

Common Note for Payment

- i) All Challans, Invoices should be in the form as specified by GST authority.
 - ii) Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
 - iii) 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 (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.
10. Any machineries/ facilities, which are in the Contractor's scope, if provided by BCL due to urgency of jobs, hire charges for the same will be deducted as fixed by the purchaser.
 11. Warranty / Guarantee period will be 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.
 12. The contractor shall maintain all statutory obligations, labour laws, rules etc. as applicable.
 13. All obligations of the employees engaged by the contractor shall be to contractor's account. No canteen facilities shall be provided to contractor's employees.
 14. All safety measures related to industrial safety to be taken for your deployed workforce.
 15. **Inspection:** Inspection will be done by BCL's inspectors, which at a later stage are to be ratified by R.D.S.O and it shall be the contractor's sole responsibility to get the items passed during inspections. Contractors have to make replacement / repair of any items, which is / are found defective, at their own cost, immediately.
 16. Reconciliation of all materials / items to be issued by BCL shall have to be done by the contractor before release of final payment.
 17. The bidders may contact Shop In-Charge of Victoria Works for any query in this regard.
 18. The Purchaser reserves the right to increase or decrease the ordered quantity / value during the currency of contract by not more than 30% of the ordered quantity / value on the same price and terms and conditions.
 19. BCL reserve the right to place repeat order (s) up to 75% maximum of the ordered quantity at the same rate, terms & condition for which separate acceptance shall be taken.
 20. **Delivery:** The delivery of finished B.O. materials will be minimum 40 Wagon sets per month OR may vary as per requirement of Works Manager (I/C) – CW & VW. Completion of job by Feb'18.
 21. **Mobilisation:** Contractor shall mobilize all equipment's and manpower within seven days from the date of receiving purchase order / LOI.
 22. The bill shall be certified by Works Manager (I/C) – CW & VW or his authorized representative.
 23. There shall be no splitting of tender quantity and the order for full quantity of the respective jobs & the group shall be awarded to one contractor only.
 24. **BCL also reserve the right to terminate the contract with 15 days notice if, the contractor's performance found unsatisfactory.**

25. **The tenderer along with their offer should give unconditional acceptance of all the terms & conditions as mentioned above. Alternatively, submission of the tender document duly signed & stamped on all pages, shall also be considered as unconditional acceptance of the tender.**

26. **TAXES & DUTIES:**

For labour work, the quoted rate shall be inclusive of GST as applicable. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities.

The addresses of the Victoria Works is as follows:

Braithwaite & Co. Ltd.

P-61, Circular Garden Reach Road, Kolkata - 700043

27. **EVALUATION OF LOWEST BID**

Evaluation of lowest bid shall be made on the basis of **GRAND TOTAL** as given in Price Bid Format.

28. **Validity:** Offer should remain valid for a period of 90 days from the date of opening of this tender.

29. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, no correction is allowed in price bid.

30. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.

31. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.

32. Bidders shall submit a copy of un-priced bid (i.e. a copy of price bid without any price figure in relevant columns, but marked quoted) along with Techno-Commercial Bid.

The bidder should also submit a declaration that they have understood the entire scope of work of the tender & have quoted accordingly.

33. **Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.**

34. NSIC / MSME/SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted.

D. QUALIFYING CRITERIA and CREDENTIALS for WEBSITE BIDDERS:

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 Techno commercial Bid:

Financial Eligibility:

The bidder should have average turnover of **Rs.3.41 lakh** during last three years ending on **31.03.2017** 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 **31.03.17**. The bidder should also have positive net worth as on **31.03.2017**.

Technical Eligibility:

(i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending **30.11.2017** fulfilling any of the following criteria.

a) Three similar executed works each costing not less than **Rs.4.54 lakh** against each such job.

OR

b) Two similar executed works each costing not less than **Rs. 5.68 lakh** against each such job.

OR

One similar executed works costing not less than **Rs. 9.09 lakh** against such job.

The term "**similar works**" means works of following nature:

General Fabrication of Structures OR Machined components

OR

Manufacturer or supplier of machine components

(ii) 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.

(iii) The bidder should have registration with PF, ESIC, GST. Bidder should also have PAN Card. Copies of the same are to be enclosed with the Techno-commercial Bid.

E. Earnest Money Deposit (EMD) :

Earnest Money Deposit of **Rs.10,000 /-** (Rupees Ten 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 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 job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

PRICE BID (PART-II) :

Price Bid in 2nd part of the tender should contain only price. Both Part-I & Part -II of the tender will be opened on due date in presence of bidder's authorized representatives who wish to attend tender opening. **No overwriting or correction will be allowed in Price part. Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder and wherever break-up of rates have been asked, the same have to be filled up properly. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.**

1. Price Bid should be submitted in the following format. **It is mandatory to quote rates for all the items given in Price Bid Format.**
2. This part must be free from any condition.
3. Rates should be quoted both in words & figures.
4. Lowest Bid shall be evaluated as per **Lowest Bid Evaluation criteria** specified in the tender document.
5. The rates to be quoted shall consider the scope of work and all terms & conditions of the tender.

Price Bid Format:

Sl. No	Ref. Drawing No.	Description of items	Qty per Wagon (Nos. / Set)	Total Qty for 280 Wagons (Nos. / Set)	Rate per unit (Rs.)	GST (Rs.) Per unit	Rate per unit with GST (Rs.)	Total Amount for tendered qty with GST(Rs.)
1	WD-09065-S-73, Alt.1 (It. No. 1)	Hand Brake Wheel (R.H)	1	280				
2	WD-09065-S-73, Alt.1 (It. No. 3)	Spindle for Hand Brake Wheel (Long)	1	280				
3	WD-09065-S-73, Alt.1 (It. No. 4)	Spindle for Hand Brake Wheel (Short)	1	280				
4	WD-09065-S-73, Alt.1 (It. No. 5)	Sleeve	1	280				
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6	WD-09065-S-73, Alt.1 (It. No. 11)	Hand Brake Screw Nut	1	280				
7	WD-09065-S-73, Alt.1 (It. No. 12)	Pull Rod Fork End	1	280				
8	WD-09065-S-73, Alt.1 (It. No. 13)	Pull Rod Distance Piece	1	280				
9	WD-09065-S-73, Alt.1 (It. No. 14)	Pull Rod End Piece	1	280				
10	WD-09065-S-73, Alt.1 (It. No. 16)	Hand Brake Wheel (L.H)	1	280				
11	WD-09065-S-73, Alt.1 (It. No. 22)	Pull Rod	1	280				
12	WD-09065-S-76, Alt.1 (It. No. 1)	M- 16 x 120 lg. Stud with Nut & Washer.	4	1120				
13	WD-09065-S-76, Alt.1 (It. No. 2)	APD for Cut Off Angle Cock	4	1120				
14	WD-09065-S-76	I/D-42, O/D-65,Thk – 3.15	8 Nos.	2240				
15		I/D-42, O/D-65,Thk – 5.00	1 No.	280				
16		I/D-25, O/D-45,Thk – 3.15	4 Nos.	1120				
17		I/D-35, O/D-60,Thk – 3.15	4 Nos.	1120				
18		I/D-52, O/D-92,Thk – 3.15	4 Nos.	1120				
19		I/D-08, O/D-22,Thk – 2.00	16 Nos.	4480				
GRAND TOTAL (Rs.)								