



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,
TEL 2439-7415 / 4114 / 6613 / 7413, FAX :91 (033) 2439 7632 / 5607
E MAIL: braithwaite_co@yahoo.com, Website: braithwaiteindia.com
CIN: U74210WB1976GOI030798

Open Tender No.BCL/RD/Transport/ Wheel & Bogie/2018

December 12, 2018

“SEALED OFFERS ARE INVITED IN TWO BID SYSTEMS FOR TRANSPORTATION OF WHEELSETS & BOGIE FROM DIFFERENT LOCATION AS PER TENDER CONDITIONS”.

1. **Issue of Tender Documents:** Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 12.12.2018 to against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of 'Braithwaite & Co. Ltd.' and payable at Kolkata. However, for bidders registered for the tendered items with NSIC and MSME units & RDSO approved vendors are exempted from submission of cost of Tender Documents.

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 cost of the tender document of Rs.1000/- (Non- refundable) through Pay Order / DD along with techno-commercial offer (Part-I). No offer shall be accepted after closing of tender box at specified date & time.

2. **Closing of Tender Box :** 26.12.2018 at 2.30 P.M
3. **Opening of Part-I Bids :** 26.12.2018 at 3.00 P.M

The Tender should be submitted in **two bids** i.e. Part-I & Part-II.

1. Part-I : Techno-commercial Bid & EMD.
2. Part-II : Price bid.

Both the above-mentioned parts shall be inserted separately in 2 (two) sealed envelopes:

Envelope 1: Super scribing tender number and Part No. i.e. **Part-I**

Envelope 2: Super scribing tender number and Part No. i.e. **Part-II**

Envelope3: Both the envelopes 1 and 2 are in turn to be put in another i.e. Third envelope and this envelope should be superscripted prominently as **“TENDER FOR TRANSPORTATION WHEELSETS & BOGIE, Open Tender Number BCL/RD/TRANSPORT/Wheel & Bogie/2018 dated 12.12.2018, Box No.1 and Due date 26.12.2018”**. All the three envelopes 1, 2 & 3 are to be duly sealed.

The sealed envelope should be addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 may be dropped in our **Tender Box No 1** (in case of hand delivery) or may be sent by Registered post but must reach us positively within 26.12.2018 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be opened on 26.12.2018 at 3.00 P.M. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in which both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.

A. QUALIFYING CRITERIA:

The tenderer should meet following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

FINANCIAL ELIGIBILITY:

The bidder should have average turnover (30% of Rs.2,55,77,147 lakh) i.e. Rs.76.73 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 certified Balance Sheet and Profit & Loss accounts for the last three years ending on 31.03.2018.

TECHNICAL ELIGIBILITY:

- (i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending 30.11.2018 fulfilling any of the following criteria.
- Party should have executed in 3 year periods for similar job of value / quantity not less than 40% of Rs.2,55,77,147 lakh & 4948 MT = 102.30 lakh / 1484 MT average in a year
OR
 - Party should have executed in 2 year periods for similar job of value / quantity not less than : 50% of Rs. Rs.2,55,77,147 lakh & 4948 MT = 127.88 lakh / 2474 MT average in a year
OR
 - Party should have executed in a year period for similar job of value / quantity not less than : 80% of Rs.2,55,77,147 lakh & 4948 MT = 204.61 lakh / 3958 MT average in a year

The term “similar works” shall mean transportation job of different materials in Trailers / Lorries.

- (ii) Bidder should submit a copy of Work Order / Purchase Order and supporting document for completion of job to fulfilling the above technical eligibility condition.
- (iii) Bidder should have GST registration certificate, Trade License, Bank approval documents, Common Carrier registration. Copy of the is to be enclosed with the Techno-commercial Bid.

B. DESCRIPTION OF JOB:

Transportation of Wheelsets & Bogie to / from different location by Lorries / Trailer including collection & delivery of materials as per our requirement basis.

Details of the consignee for transportation of CASNUB 22 HS Bogie from BCL’s ANGUS Works, Bhadreswar, Hooghly to different Workshop of Railway & transportation of Wheelsets from M/s. Rail Wheel Factory, Bangalore to BCL.

Sl. No.	Transportation Required		Materials to be transported
	From	To	
1	BCL - Angus Works, Bhadreswar, Hooghly	Rly. Workshop - AMRITSAR	Bogie
2	BCL - Angus Works, Bhadreswar, Hooghly	Rly. Workshop, SAMASTIPUR	Bogie
3	BCL - Angus Works, Bhadreswar, Hooghly	Rly.Workshop, GOLDENROCK, TRICHY	Bogie
4	BCL - Angus Works, Bhadreswar, Hooghly	Rly.Workshop, JAMALPUR	Bogie
5	Rail Wheel Factory, Yehlanka, Bangalore	BCL – Clive Works	Wheelsets

Tentative quantity to be transported during contract period:

- Bogie : 800 sets
- Wheelsets : 6598 sets

For transportation, the following norms may be followed:

- Bogie : One trailer load shall contain 10 nos. Bogies. Accordingly, for transportation of 800 sets of Bogies, no. of trips shall be 80 Nos.
- Wheelsets : One trailer load shall contain 16 nos. Wheelsets. Accordingly, for transportation of 6598 sets of Wheelsets, no. of trips shall be 413 Nos.(approx.)

C. SCOPE AND TECHNICAL REQUIREMENT:

1. Co-ordination with RWF, Bangalore and M/s. BCL to schedule the lifting date.
2. Arrangement of required formalities for taking over the materials.
3. Arrangement of Lorry or Trailer of suitable carrying capacity as may be required for transportation of Bogies / Wheelsets for the respective consignments. The Lorry / Trailer shall be provided by the contractor on "As & when required basis."
4. Collection of invoice, challan from different Workshop of Railways for Bogies and M/s.RWF, Bangalore for Wheel & Axle Assemblies.
5. In case of transportation of Bogies to different consignees, it shall be responsibility of the transporter to obtain endorsement of receipt on Consignment Note and/or obtaining Receipt certificates from an officer of consignee, Gazetted officer rank.
6. Fuel, Driver, Helper, Maintenance work etc. shall be transporter's responsibility.
7. The entire job along with advice for attendance / reporting time and all required necessary instruction) shall be executed under the supervision / instruction of In-charge of Stores / Production in- charge of CW & VW Works Incharge of AW from time to time and necessary trip challan / bill duly certified by In-charge of Stores or their nominated authorized representative of respective units.
8. Detention charges at any point will not be paid separately by us. You will Co-ordinate with the RWF, Bangalore in such a manner that there will be no detention at RWF. No detention charges / Night halt charges are payable against the contract on any ground whatsoever.
9. The contractor should have valid registration, insurance coverage of his vehicle and statutory documents / necessary license / permit etc.
10. The contractor shall comply all motor vehicle rules & regulation as well as traffic rules during transportation of materials. In the event of any accident / damage or violation of Traffic Rules and Motor vehicle rules, all responsibilities shall be on transporter's account. The contractor shall comply all statutory rules & regulations including necessary documentations as required for their vehicles and as applicable for the job. BCL shall have no liability in these regard.
11. Once the materials are loaded on vehicle and released vehicle from the loading point, delay in delivering the same to the destination point on either side is / are to be justified properly otherwise actions as deemed fit will be taken by BCL.
12. Lorry/ Trailer etc. will report at Clive / Victoria / Angus Works OR at supplier's premises generally by 8.00 A.M. In special cases, Lorry / Trailers may have to report at any other places and time as per our requirement as per direction of BCL authority mentioned above.
13. Loading & Unloading of materials at BCL's ends are BCL's responsibility at Day time only (up to 16.00 Hrs) at our Factory premises on the working day only. No unloading will be done on Sunday and other holidays.
14. The transporter will be fully responsible for any loss / theft / pilferage / short receipt / damage of materials while in their custody and transporter should be bound to make good / compensate for the damage/loss thus suffered by us.
15. Transporter should not assign or sublet the contract either in part or in full to any other transporter without prior approval in writing from BCL.
16. No. of trailers involved for transport at a time may go to around 6- 7 nos. in a day as per BCL's production requirement. Accordingly, transporter may be required to arrange the same, if necessary.

D. TECHNO-COMMERCIAL BID & EMD (PART-1):

1. All documents and information as required in Qualifying Criteria of the tender shall be submitted along with Techno-Commercial Bid.

2. Earnest Money Deposit (EMD):

The bidder shall have to submitted of Rs.1,00,000/- (Rupees One lakh Only) towards Earnest Money (EMD) by Demand Draft / Pay Order in favour of Braithwaite & Co. Ltd. payable at Kolkata or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of the tender. No offer will be accepted without EMD except exemption as mentioned in the tender.

However, for SSI units with single point registration with NSIC / MSME or registered with DGS & D / RDSO for items tendered or for PSU units, submission of EMD and security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the item tendered.

EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of their offer.

Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of S.D or if so decided by the tenderer adjusted against security deposit for the said job.

EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

3. **Validity:** Offer should remain valid for a period of 90 days from the date of opening of this tender.
4. 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
5. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification / documents if required.
6. BCL shall reserve the right to cancel the tender at any stage.
7. 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.
8. Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.
9. 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 in Techno-commercial Bid.
10. **An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.**
11. The bidder should be a registered common carrier. Copy of the same to be submitted in Techno-commercial bid.
12. **Mode of Despatch:**
 - By Road Transport on door delivery basis.
 - Date of delivery would be date of receipt of materials at consignee's end.

E. GENERAL TERMS & CONDITIONS:

1. **Rate:**
On placement of order, price shall be subject to Price Variation towards increase / decrease in the price of Diesel (HSD) during currency of the contract. The price is variable to the extent of actual distance transported in KM for a consignment as per the formula mentioned hereunder:

$$\text{Price Variation Amount due to Diesel Price variation} = P = \frac{(X_1 - X_0)}{5} \times \text{Transported distance in Km}$$

Where X_0 = Base Price of Diesel (HSD) for Kolkata of any PSU Oil Company as on the date of tender
 X_1 = Average Price of Diesel (HSD) of the same PSU oil company as on 1st day of the month of transportation of the consignment

Bidders shall note that average millage of the Lorry / Trailer for calculating above price variation has been considered as 5 km per litre.

Due to daily variation of diesel price, the average diesel price for the respective month will be calculated on the basis of average of daily prices as published in IOCL's website and will be considered for PVC calculation.

GST shall be paid extra at actual as per rates prevailing during transport. However, bidder should indicate DST rate in Techno-Commercial Bid.

2. BCL shall not be responsible for any loss or damage to any person or property that may be sustained by the contractor in the course of the transportation of goods and all claims by any person or persons shall be settled by the contractor including loss or injury dealt to any third party. All liabilities resulting from the negligence or default of contractor's employees or any other persons in the course of handling / transportation of goods shall be to contractor's account.
3. The drivers, cleaners or other persons engaged by the contractor for the purpose of transportation of goods shall be their employees and all wages etc. and other benefits shall be paid by the contractor. BCL shall not be held responsible if the claim is made by any person / institution at any time with regard to above. Further the drivers engaged by the contractor shall have valid driving license.

4. **Liquidated Damages:**

In the event of failure on the part of the Transporter to complete the job within the completion period, Braithwaite reserve the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages subject to maximum limit of 10% of the contract value

5. **Risk Purchase:**

In the event of failure on the part of the Transporter to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other agency / agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the Transporter. SD / PBG of the defaulting firm may be forfeited.

6. **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.

7. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

8. BCL reserves the right to terminate the contract with 15 days notice if, the contractor's performance is found unsatisfactory. BCL also reserves the right to short close the order at any point of time due to unforeseen reasons.

9. Signature of an officer of CW / AW / VW with official rubber stamp of the company shall be obtained on the challans for materials delivered / received at these works.

10. **Packing:**

10.1 The Transporter shall provide such roadworthy packing of the goods as he is required to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, rainfall, transit damage etc. during open storage.

10.2. It shall be the responsibility of the contractor to arrange for all lashing materials, supports, liaising with RWF stores & all the workshop of Rly. for delivery program etc. for proper and safe transport of materials.

11. **Payment Terms:**

Payment will be made with 30 days credit from the date of receipt of bill duly supported by receipted challan for delivery of materials in good condition and other documents, if any.

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
- BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.

12. **Security Deposit:**

For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase order 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 order value.

- Security Deposit will be discharged and returned to the contractor only on successful completion of contract 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 Security Deposit is to be deposited by the successful bidder on receipt of purchase order. 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, MSME units and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

13. **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. The Performance Bank Guarantee is mandatory irrespective of non-submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance Bank Guarantee shall remain valid upto fulfillment of contractual period. The Security deposit, if submitted, may be converted to performance Guarantee.
14. **Quantity variation Clause:**
The Purchaser reserve 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 by giving the notice in writing to that effect and according to the revised delivery schedule advised by the Company.
15. **Splitting of Order:**
BCL reserves the right to place the entire orders on lowest (L-1) bidder item-wise separately i.e. one for Bogie and another for Wheelsets.
16. **Contract period:**
The contract period shall be valid for a period of 2 (two) years from the date of order, which can be extended for another 1 (one) year period subject to satisfactory performance of the contractor as per discretion of BCL.
17. For execution purposes, the contractor shall contact RWF stores & all the workshop of Rly. with BCL's Store In-charge Production in- charge of the respective works or their authorized representative for delivery program and any other purpose etc.

F. PRICE BID (PART-II):

- a) Rates should be quoted both in figures as well as in words. In case of difference, rate quoted in words shall be considered.
- b) Price shall be submitted only as per the Format given below.
- c) Overwriting in price figure of the quotation will be rejected.
- d) Rates are to be quoted considering all terms & conditions of the tender. Quoted Rates shall be inclusive of all expenses, levies etc. applicable for the job. However, quoted Rates shall be exclusive of GST, which shall be paid extra as per Govt. Rules against documentary evidence.
- e) Separate evaluation shall be made for transportation of Bogie and for transportation of Wheelsets. Lowest Bid (L1) shall be evaluated in the following manner:
- For transportation of Bogies, Lowest Total for 4 trips as per price bid format quoted by a bidder.
 - For transportation of whhelsets, lowest rate per Trip as per price bid format quoted by a bidder.
- f) For transportation of Bogies, BCL reserves the right to carry out transportation for all 4 nos. destinations or any of the destinations and accordingly, relevant Rate Per Trip shall be applicable for the same.
- g) BCL reserves the right to place two separate orders – one for transportation of Bogies and the other for transportation of wheelsets.

Price schedule Format :

A. **For Transportation of Bogie:**

Sl. No.	Transportation Required		Materials to be transported	Rate per Trip (Excl. GST) (One Trip shall contain transport of minimum 10 nos. Bogies)
	From	To		
1	BCL - Angus Works, Hooghly, W.B	Rly. Workshop - AMRITSAR	Bogie	
2	BCL - Angus Works, Hooghly, W.B	Rly. Workshop, SAMASTIPUR	Bogie	
3	BCL - Angus Works, Hooghly, W.B	Rly. Workshop, GOL DENROCK, TRICHY	Bogie	
4	BCL - Angus Works, Hooghly, W.B	Rly. Workshop, JAMALPUR	Bogie	
Total for 4 trips				

B. **For Transportation of Wheelsets :**

Sl. No.	Transportation Required		Materials to be transported	Rate per Trip (Excl. GST) (One Trip shall contain transport of minimum 16 nos. Wheelsets)
	From	To		
1	Rail Wheel Factory, Yehlanka, Bangalore	BCL – Clive Works, Kolkata	Wheelsets	

For **BRAITHWAITE & CO. LIMITED**