



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

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CIN: U74210WB1976GOI030798

EMERGENCY TENDER NO. BCL/KGP/STEAM LOCO/2018/2

Dt. 09.06.2018

To,

M/s. _____

“SEALED OFFERS IN SINGLE BID ARE INVITED FOR ENGAGEMENT OF CONTRACTOR FOR RE-COMMISSIONING ALONG WITH TRIAL RUN OF STEAM LOCOMOTIVE AT SITE.”

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid
- 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 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 Sr Manager (Purchase & ERP), 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 **12.06.2018 (due date) by 2.30 P.M.**

Both the bids shall be opened on **12.06.2018 at 3.00 P.M.** During opening of Bid, the bidders may depute their authorized representative to be present as witness.

EMD for this Tender is NIL.

COST OF TENDER: Bidders quoting against documents downloaded from website should submit a Bank Draft / Pay Order of **Rs.1,000/-** in favour of "Braithwaite & Co. Ltd" payable at Kolkata towards cost of tender document along with their offer failing which their offer will not be considered. However, in respect of bidders who are NSIC registered units / MSME units for the tendered job, submission of cost of tender document is exempted.

For BRAITHWAITE & CO. LIMITED

A. Scope of work for re-commissioning along with trial run of Beyer Garratt Loco 38811

Contractor's Scope of Work / Responsibility:

- The total job involves re-commissioning of the Loco, trial run & heritage run.
- Bidders are requested to visit the site / understand the work thoroughly & satisfy themselves as to nature of work involved and possible difficulties likely to be encountered for execution of work, including cleaning of site, wherever necessary.
- The job is to be carried out in the restricted area of workshop, as such, the contractor and his labours, supervisors, vehicles etc are to obey gate pass system for entry & exit to the site of work or any part of the workshop in connection of the work.
- The job is to be executed by the contractor part by part without affecting the shop working, wherever necessary.
- The contractor has to arrange all labour & accessories as required for the job. The job would require engagement of High skilled Boiler makers/ Fitters, skilled artisans, Loco fitters, welders, gas cutters, unskilled workmen etc.
- All required spares are to be supplied by the contractor. Some of the components are missing. Those missing components are to be dismantled from the Garratt Loco at NRM (National Rail Museum), Delhi, if available, for transportation to Kharagpur workshop & fitting it there. The same components which are removed from the Loco at NRM are to be manufactured and to be fitted back at NRM to make it complete as a display object. Missing / defective components which are not available at NRM are to be manufactured & supplied by the contractor. There are some items / components which are to be procured & mounted on the Garratt Loco at Kharagpur workshop. Prior confirmation shall be taken by the contractor from BCL / BCL's customer before procurement of such items.
- Complete testing & examination of Boiler to be made before putting the Boiler into service by the contractor. The complete examination would include Hydraulic Test at prescribed pressure and a steam test at normal working pressure.
- Boiler is to be tested & certified by competent authority and submitted by the contractor before trial.
- Driver / Fireman and other personnel required for operation of Garratt Loco Trial as well as Heritage run are to be arranged by the contractor.
- The Loco should be displayed on its original colour as it is or as suggested by BCL's client. All painting materials are to be supplied by the contractor as per requirement.
- A list of components required for the job is given below. It is to be clearly understood that the items & job as described are on the basis of a rough assessment. The volume of job may increase or decrease as per requirement of BCL's client without assigning any reasons for such curtailment or increase in the work. The contractor will not be entitled to any compensation for the same.

Any item which is available at site, will be provided free of cost to the contractor. The same has to be fitted in the loco. No payment shall be made for those items which will be provided by BCL / BCL's customer.

A list of such components are given below:

Sl. No.	Item Description	Qty.	Unit
A.	List of components to be dismantled from the Garratt Loco at NRM, Delhi, if available, for transportation to Kharagpur workshop & also manufacturing and fitting the same at NRM		
1	Connecting rod	4	Nos.
2	Expansion link (Quadrant)	4	Sets
3	Quadrant trunion bracket	4	Sets
4	Lifting link	4	Nos.
5	Combination lever	4	Nos.
6	Radious rod	4	Nos.
7	Piston rod	4	Nos.
8	Slide bar sets	4	Sets
9	Brake beam assembly complete	8	Sets
10	Valve head sleeve	8	Nos.
11	Piston valve spindle	4	Nos.
12	Cylinder head front cover	4	Nos.

13	Piston valve front cover	4	Nos.
14	Piston valve hind cover	4	Nos.
15	Piston valve cross head	4	Nos.
16	Fire hold door assembly with operating link	1	Set
17	Gudgeon pin with sleeve and nut	4	Sets
18	Return crank with nuts	4	Sets
19	Left hand rear motion girder (cast steel)	1	Nos.
20	Eccentric Rod steel	4	Nos.
21	Piston head cast iron	4	Nos.
B.	Other Components to be procured and mounted on the Garratt Loco at KGPW		
22	Boiler Steam pressure gauge	1	Nos.
23	Gauge column cock (LH-2. RH-2, to be manufactured through casting phosphor bronze)	4	Nos.
24	POP safety vane (to be manufactured through casting phosphor bronze)	4	Nos.
25	Copper Ring for Boiler	2	Sets
26	Copper Ring for Cylinder	4	Sets
27	Head light with switches	2	Sets
28	Boiler Inspection lead ring	1	Set
29	Premium steam Coal grade-B to IS:770	42	MT
30	Plum Bago Powder	5	Kg
31	Graphite powder	5	Kg
32	Asbestos rapes/flakes-3 mm round	2	Rolls
33	Mixture of Tin Lead ratio 1:1	2	Kg
34	Wood for boiler lightening @ 5/-kg	3	MT
35	Nuts/Bolts/washer etc.		
36	Boiled linseed oil, Paint, Putty and other consumable items		
37	Smoke tube - 2.25" dia seamless MS tube of 20 ft. length	28	Nos.
38	Flu tube - 5" dia. tubes-20 ft. length	12	Nos.
39	Emery paste	--	
40	Emery clothe	--	
41	Asbestos packing Sheet-3 mm	10	Sheets
42	Axle oil	40	Lits.
C.	Dismantling, repairing / overhauling & fitment of following components.		
43	Hydrostatic lubricator	2	
44	Condenser	2	
45	Waste water cock	8	
46	By pass valve	8	
47	Regulator valve	1	
48	Ash pan water cock	2	
49	Boiler steam pressure gauge	1	
50	Injector feed cock and injector	2	
51	Boiler manifold	1	
52	Auxiliary cock	6	
53	Clack box	1	
54	Blow off cock	2	
55	Gauge column cock	4	
56	ROSS-POP safety valve	4	

57	Regulator stuffing box	1	
58	Scum box	1	
59	Whistle	1	
60	Tender locking plate	2	
61	Tender water gauge	2	
62	Bucket cock	1	
63	Water strainer	2	
64	Tender tank	1	
65	Baffle plates	1	
66	Regulator valve	1	
67	Regulator valve stuffing box and gland	2	
68	Steam brake Valve	1	
69	Steam Brake Cylinder	2	
70	Steam Chest (Piston valve Housing and Cylinder Lubricating Chokes)	8	
71	Front & Rear Screw Coupling	2	Nos.
72	Smoke Box cleaning arrangement	1	Nos.
73	Steam Dome (Notching and replacing copper ring if necessary)	1	Nos.
74	Driver Cabin Roof and Side Penned to be removed and repaired	1	
75	Electrical system Head Light at front & Rear and drivers cabin lights with switches	1	

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

Braithwaite's Responsibility:

BCL shall arrange all the relevant drawings. Infrastructure facilities such as material handling, heat treatment, oxy-cutting, welding, machining, power supply, compressed air, water, examination pit, cranes etc will be provided free of cost by BCL's customer at their workshop.

However, if any facilities are unavailable, the same has to be arranged by the contractor.

B. 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 as per actual work done and requirement of materials from the enclosed list of materials & certified by BCL / BCL's clients during execution of work. All payments shall be released after corresponding release of payment from BCL's customer. In case any deduction is made by BCL's customer, the same will be applicable to the party. The payment schedule shall be:
- 10% of order value shall be paid after completion of stripping of Loco.
 - 10% of order value shall be paid after completion of stripping & testing of Boiler.

- 10% of the value of items given in "A" of scope of work / BOM shall be paid after stripping & receipt of materials from NRM to KGPW.
- 70% of individual item value shall be paid to the contractor after light-up & trial run.
- Balance amount as Final payment shall be made after successful heritage run & fitting the components which are removed from the Loco at NRM to make it complete as a display object.

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 alongwith 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. The contractor shall maintain all statutory obligations, labour laws, rules etc. as applicable. All safety measures related to industrial safety to be taken for the deployed workforce. Engagement of child labour is strictly prohibited under provision and regulation Act-1986. The contractor shall take care of BCL's customer's property during execution of work. The contractor shall be fully responsible for safety of all material, property of BCL's customer. All care shall be taken by the contractor to avoid all sorts of accident during execution of work. In the event of any accident happening at site resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the customer of BCL and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. BCL, under any circumstances, will not be held responsible for such accidents or loss of lives. In case of any irregularities in this regard, any deduction on this account by BCL's customer will be recovered from contractor's bill
11. The contractor shall provide uniform to his staff & supervisor & they should wear the same while working in the workshop.
12. 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.
13. **Inspection:** Stagewise inspection will be done by BCL or BCL's client. It shall be the contractor's sole responsibility to get the items passed during inspections.
14. Contractors have to make replacement / repair of any items, which is / are found defective, at their own cost, immediately.
15. Reconciliation of all materials / items to be issued by BCL shall have to be done by the contractor before release of final payment.
16. It will be the contractor's responsibility to get the working site clear of any obstructions other than the obstruction of electric power transmission line & compressed air pipe line. However, no separate charges for clearing of material to get the site clear are admissible. The bidders may contact Works Manager (I/C) – CW & VW for any query in this regard.
17. All quantities given in BOM are tentative & based on rough estimation. The quantities may vary while executing actual work. All payments shall be made on the basis of actual quantities.
18. **Delivery:** The total work is to be completed within 30th July 2018.
19. **Mobilisation:** Contractor shall mobilize all equipments and manpower within three (3) days from the date of receiving purchase order / LOI.
20. The bill shall be certified by Works Manager (I/C) – CW & VW or his authorized representative.

21. 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.
22. BCL also reserves the right to terminate the contract with 15 days notice if, the contractor's performance found unsatisfactory.
23. **The Bidder 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.**
24. **TAXES & DUTIES:**

The quoted rate for materials / components/ consumables shall be exclusive of GST as applicable. Similarly, for labour work, the quoted rate shall be exclusive of GST as applicable. The overall contract shall be treated as works contract and 18% GST shall be applicable on the overall contract price. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill. Income Tax, as applicable, will be recovered from Contractor's bill as per rule.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities.
25. **EVALUATION OF LOWEST BID**

Evaluation of lowest bid shall be made on the basis of L-1 rate quoted in GRAND TOTAL of Price Bid Format. However, such Bidders should be Techno-commercially eligible in all respect or else their Bid will be rejected & the next higher Bid shall be considered.

The successful Bidder shall submit a break-up of quoted price for all the items mentioned under Type A, B & C in BOQ on a later stage when break-up of rates is asked by BCL. **The Bidder shall submit a declaration for the same.**
26. **Validity:** Offer should remain valid for a period of 60 days from the date of opening of this tender.
27. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, any correction in price bid may result in rejection of Bid.
28. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.
29. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.
30. 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.

C. QUALIFYING CRITERIA and CREDENTIALS for BIDDERS:

Bidders who meet the following eligibility conditions shall only quote and shall submit the relevant documents in support of qualifying criteria along with Techno commercial Bid:

Financial Eligibility:

The bidder should have average turnover of **Rs. 513 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:

- (a) The Bidder has experience of having successfully executed at least one Repairing & commissioning of steam Loco engines.

OR

- (b) The Bidder is capable of undertaking the job employing following persons who have previous working experience of repairing & recommissioning of steam Locomotives in Railway workshop.

- Engineer / Supervisor (not below the rank of SSE in Indian Railways or equivalent) having experience of repairing / recommissioning of Beyer – Garratt steam Loco.
- High skilled Boiler maker / Fitter (minimum 4 nos), Skilled Artisan (1 no) having similar experience. Persons who have worked in Indian railways will be preferred.
- At least 3 nos Loco fitters who have worked in Railway workshop having experience of repairing / recommissioning of steam Loco.

- (i) For case (a) 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.
- (ii) For case (b), the bidder shall submit a document / proof in support of their capability
- (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 is NIL for this Tender.

PRICE BID (PART-II) :

Price Bid 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.. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.**

The successful Bidder is to give a break-up of quoted price for all the items mentioned under Type A, B & C in BOQ on a later stage when break-up of rates is asked by BCL. The Bidder shall submit a declaration for the same as given in Annexure A.

1. Price Bid should be submitted in the following format. **It is mandatory to quote rates including all charges i.e. labour, machining, transportation & excluding all taxes for all the items given in Price Bid Format**
2. This part must be free from any condition.
3. Rate 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 include contractor's labour, lead, lift, carrying, handling, shifting, tools and equipment etc complete required for execution of the job as per scope of work and all terms & conditions of the tender.

Price Bid Format

Sl. No.	Item	Qty.	Unit	Unit rate in Rs.	Total cost in Rs.
A	Price of components under SI No 1 to 21 of BOQ to be dismantled from the Garratt Loco at NRM, Delhi, if available, for transportation to Kharagpur workshop & also manufacturing and fitting the same at NRM	1	Lot		
B	Price of Other Components mentioned under SI No 22 to 38 of BOQ to be procured and mounted on the Garratt Loco at KGPW	1	Lot		
C	Price of Dismantling, repairing / overhauling & fitment of components mentioned under SI No 43 to 77 of BOQ	1	Lot		
GRAND TOTAL (A + B +C)					

GRAND TOTAL in words _____

BRAITHWAITE & CO. LTD

Annexure – 'A'

"DECLARATION OF THE TENDERER"

1. That I / We _____ am/ are hereby visited the site / contacted WM I/c (CW,VW) for the jobs to be performed by us. Accordingly, we understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly. No claim whatsoever shall be considered afterwards in this regard.
2. That I / We have fully read and understood Design, Specification, other technical details and rate quoted accordingly.
3. We hereby confirm that the work under subject tender shall be executed in the desired time schedule, if awarded the contract.
4. In case I am a successful Bidder, I agree to submit a break-up of quoted price for all the items mentioned under Type A, B & C in BOQ when break-up of rates is asked by BCL
5. I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.
6. In case of any dispute, the Jurisdiction will be Kolkata only.
7. I / We have carefully read the Tender Document, Scope of Work, General terms and conditions for the job and I / We solemnly declare that the terms & conditions are acceptable to me / us & binding on me / us.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: _____

Full address with seal & stamp: _____

Annexure – 'B'

"DECLARATION OF THE TENDERER"

That I / We _____ am/ are declaring that there is no proposal under consideration by me / us with regard to change of my / our name / organizational status nor my / our name / organizational status has been changed as on date of opening of the tender. In case there is a change in the name/ organizational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which I / We shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount as decided by BCL Management.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: _____

Full address with seal & stamp: _____
