



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
MAIL: purchase@braithwaiteindia.com , Website: braithwaiteindia.com
CIN: U74210WB1976GOI030798

Tender Enquiry No: **BCL/CW/AKC/Hyd. Jack/2017/01**

Dated: 14.02.2017

To,
M/s.

Sealed tenders are invited from **NSIC/MSME/SSI registered vendors & Non NSIC/MSME/SSI registered vendors** in Two Bid System for supply of Hydraulic Jack(s) for BCL, Clive Works as per tender conditions.

1. **Closing of Tender Box** : **2.30 PM on 27.02.2017**
2. **Opening of Part-I Bid of the tender** : **3.00 PM on 27.02.2017**

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 General Manager (MM), Braithwaite & Co Ltd. Clive Works, 5, Hide Road, Kolkata - 700043 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 **27.02.2017 (due date) by 2.30 PM**. No offer shall be received after closing of tender box.

The Techno-commercial Bid shall be opened on **27.02.2017 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. .

Tender documents can also be downloaded from our website www.braithwaiteindia.com. and offer can be submitted meeting the tender requirements.

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

For Braithwaite & Co. Ltd.

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

- a) **The item will be procured from NSIC/MSME/SSI vendors. However, in case of in sufficient number of bids received from NSIC/MSME/SSI vendors, the same may be procured from Non-MSAME/SSI/NSIC vendors.**
- b) 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
- c) Copy of Sales Tax/VAT registration, Trade License,

SCOPE OF SUPPLY: (Item description & specification)

Sl.	Description	Qty (Nos)
01	Hydraulic Jack (Remote Control Type), Capacity : 100 Ton With safety lock, nut and screw ram with travel	01 (One) No.
02	Hydraulic Jack (Remote Control Type) ,Capacity : 50 Ton With safety lock, nut and screw ram with travel	02 (Two) Nos
03	Hydraulic Jack (Toe Type for Rail Line Lifting) ,Capacity : 15 Ton With safety lock, nut and screw ram.	02 (Two) No.

Note: (i) In case of any query regarding item details before quoting, bidders may contact Manager- Maint.Dept at BCL, Clive Works. No claim shall be entertained afterward

(ii).All Jacks are to be load tested from Govt. approved Test House. Test Certificate should be provided along with supply

(iii) Warranty/Guarantee: For a period of 1 (one) year from the date of supply and the GC to be provided along with supply.

• **Details specification**

Annexure –I

Sl No.	Description
1.	Hydraulic Jack Remote Control type, Capacity: 100 Ton with Safety lock, nut and screw ram. <ol style="list-style-type: none"> i. Closed height with traversed base: 600 mm ii. Lift: 300 mm iii. Body Diameter: 235 mm iv. Ram Diameter: 140 mm v. Total extended height: 950 mm vi. Traverse base size: <ol style="list-style-type: none"> a. Capacity: 100 Ton b. Height: 150 mm c. Width: 350 mm d. Length: 580 mm e. Travel: 300 mm

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Sl No.	Description
2.	Hydraulic Jack Remote Control type, Capacity: 50 Ton with Safety lock, nut and screw ram. i. Closed height with traversed base: 600 mm ii. Lift: 300 mm iii. Body Diameter: 150 mm iv. Ram Diameter: 90 mm v. Total extended height: 900 mm vi. Traverse base size: a. Capacity: 50 Ton b. Height: 150 mm c. Width: 300 mm d. Length: 540 mm e. Travel: 300 mm
3.	Hydraulic Jack Toe type for Rail line lifting, Capacity: 15 Ton with Safety lock, nut and screw ram. i. Closed height: 165 mm ii. Lift: 80 mm iii. Base size: 125x140 mm iv. Total extended height: 245 mm

Note: All Jacks are to be provided along with two sets of spare Seal Kits, hydraulic hose with end fittings and suitable Ratchet along with Ratchet handle for sliding.

Instruction For Website Bidders

A Bidder(s) who shall submit offer(s) against website display of this tender, they should submit the following documents along with the Techno-Commercial Bid of the offer.

- 1) The bidder should be a manufacturer/ authorized dealer for the tendered item
- 2) The bidder shall have successfully supplied 4 nos “ similar type of Hydrulic Jack” considering the total order value of **Rs 5.33 Lakhs** (all inclusive) to any industry in India. The quantity could be through a single order or multiple orders in last 2 (two) years ending on 31.12,2016. Self certified copies of purchase orders shall be enclosed along with the offers. Completion certificate/Payment. receipt or voucher/ receipted challans or any document as an evidence of executed/supplied order quantity shall be submitted.
- 1) Audited/C.A Certified Balance Sheet and Profit & Loss accounts for last three years ending on 31.03.16. The bidder should have Annual Average Turnover of Rs. **2.00 Lakhs** during last three years ending on 31.03.16 and should have earned net profit in any of the above last three years
- 2) Copy of the PAN, Trade License, Sales Tax/VAT Registration certificate & Income Tax return for the last three years ending on 31.03,16

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

- 1) 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
- 2) Copy of Sales Tax/VAT registration, Trade License

PART-I; TECHNO-COMMERCIAL BID

1. Earnest Money Deposit (E.M.D):_Rs.5,000/- (Rupees Five thousand only)

E.M.D. is required to be deposited as Bid Security and to be submitted by Cross A/C Payee Demand Draft/Pay Order in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or you may deposit EMD in the form of Bank Guarantee which will be valid for 6 months from the date of opening of the tender. However, the units registered with DGS&D, MSME, SSI Units registered with NSIC for the tendered items and PSU units/RDSO approved vendors, MSME units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with techno-commercial bid.

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

EMD without any interest shall be returned to unsuccessful bidder after finalization of contract. For successful bidder, the same will be retained by BCL till submission of Security Deposit. EMD can be converted to Security Deposit if so desired by the successful bidder and the party has to submit balance amount of Security Deposit through DD/BG/Pay Order.

EMD should be submitted along with your techno-commercial bid otherwise, your Offer may be considered as cancelled.

2. Security Deposit : 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalized Bank to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order. Security Deposit will be released and returned to the supplier/ contractor on completion of guarantee/warranty period

Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier/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.

3. Performance Guarantee: The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1st payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. The PBG shall be released after completion of guarantee/warranty period.

3. Payment: 100% payment with credit period of 30 days from the date of submission of bill with all relevant documents duly certified by the Manager –Maint Dept. of BCL-CW. However, payment will be released after receipt of materials at BCL- Clive Works in good condition.

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

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

4. Bill Certifying authority: Manager (Maint Dept)- Clive Works –BCL

5 Taxes & Duties: Taxes & duties shall be paid at actual as per prevailing rate as applicable at the time of dispatch of material against submission of documentary evidence

6 Validity: Offer should remain valid for 90 days from the date of opening of the bid

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- 7 **Inspection:** By BCL-CW- Maint Dept, at Party's premises before delivery or at BCL at the time of delivery..
- 8 **Price:** F O R BCL-Clive Works,s General Store, 5, Hide Road , Kolkata-043, WB
- 9 **.Price Confirmation:** Quoted Rate shall remain firm till to the completion of the supply
- 10 **Loading & Unloading of materials:** Loading & Unloading of materials from the transport during delivery of the materials will be responsibility of the vendor.
- 11 **Delivery:** As per our CW- General Stores or Maint Dept's requirement and supply should be completed within 1 (one) months from the receipt of LOI/PO. Party should contact the respective authority of BCL-CW General Stores/ Maint . Dept for Dispatch schedule.
- 12 **Liquidated Damages:** In the event of failure to supply materials within the stipulated delivery date, BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the ordered value.
- 13 **Risk Purchase:** In the event of your failure to supply the materials within the stipulated period BCL reserve the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recovers the extra cost thereof, if incurred from you.
- 14, **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 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 the 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 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.
- 15 **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata
16. **Rejection/Replacement:** In Case any supply is not in conformity with the size/specification/terms and conditions of the contract and are rejected at BCL-Clive Works notwithstanding any approval by the Inspecting Officer or on account of any loss, determined time or damage during transit or before dispatch or delivery and General Stores-in-charge/ Manager –Maint Dept will inform the supplier in this regard within 48 hours for taking back and removal of rejected materials from the premises of Clive Works at the cost and arrangement of supplier. The rejected materials will lie at the risk of the supplier and in case the rejected materials are not removed and replaced by good materials within 72 hours of our above notice to the satisfaction of Manager –Maint Dept. /General Stores-in-charge – Clive Works will be at liberty to dispose of the entire rejected materials without any further reference to supplier
- 17 **.Order Quantity Variation:**
Order quantity may vary depending upon our requirement to the extent or +/-30% of the tendered quantity as per discretion of BCL, at the same rate & terms.BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate, terms & conditions
- '18 **Termination of Contract:** BCL reserve the right to terminate the order at any point of time, in case of non-performance/non-compliance of delivery schedule/poor quality of materials by giving 7 days notice
19. **Unconditional Acceptance: Party should have to submit the unconditional acceptance of our tender along with the Techno-commercial Bid**
20. Alteration/ inclusion/ deviation will not be allowed once the bid is submitted
21. .All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.

22. **Un-Quoted price Bid** :Bidder shall submit a copy of unquoted price bid (i.e a copy of price bid without any price figure but mentioning as “ Price Quoted”) along with Techno-Commercial bid. In case prices are quoted in Techno-Commercial bid, such offers will be rejected.
23. **Cartel formation** : Wherever all or most of the bidders quotes equal rates and cartel formation is noticed, BCL reserve the right to place the order on one or more bidders with exclusion of the rest without assigning any reasons thereof.
24. BCL reserves the right to extend the due date of the tender/ to cancel the tender at any stage

Price Bid Part shall be opened only if Part-I is qualified.

PART-II: PRICE BID

- 1) The bidder should have to quote considering the scope of supply, terms & conditions of this tender.
- 2) The rate to be quoted both in figures and words.
- 3) The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will consider the quoted rate in words only.
- 4) Overwriting & correcting fluid application in price figure of the quotation will be rejected.
- 5) The bidder shall submit price in the following format. Quoted price should consider delivery Up to BCL, Clive Works.
- 6) Quoted rate should be valid till the completion of supply.
- 7) Lowest (L-1) bidder evaluation will be on the basis of lowest Total Grand Total Amount (net off VAT) received from a bidder.

PRICE FORMAT

Sl No	Description	Qty (Nos)	Basic Unit Rate Rs/No	Excise Duty Rs. /No	VAT/ CST Rs/No	Total Rate per Rs/Nos	Total Amount (Rs)
01	Hydraulic Jack (Remote Control Type), Capacity : 100 Ton With safety lock, nut and screw ram with travel	01 (One) No.					
02	Hydraulic Jack (Remote Control Type) ,Capacity : 50 Ton With safety lock, nut and screw ram with travel	02 (Two) Nos					
03	Hydraulic Jack (Toe Type for Rail Line Lifting) ,Capacity : 15 Ton With safety lock, nut and screw ram.	02 (Two) No.					
Grand Total Amount Rs.							

(Rupees.....)

For Braithwaite & Co. Ltd.