



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43

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CIN: U74210WB1976GOI030798

OPEN TENDER NO: BCL/RD/400 DG/BOXNS/2017-18 (R)

January 9, 2018

“Sealed offerS in Two Bid SyStem are inviTed for Supply of 400 sets of 66 BD Draft Gear ARRANGEMENT ALONG WITH FOLLOWER SUITABLE FOR FITMENT WITH 70 BD UPGRADED HIGH TENSILE CENTRE BUFFER COUPLER as per tender conditions”.

1. **Issue of Tender Documents:** Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 09.01.2018 to 07.02.2018 against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of ‘BRAITHWAITE & CO. LTD.’ and payable at Kolkata towards cost of tender document.

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). However, bidders who are a State SSI unit, SSI unit registered with NSIC, MSME Units and RDSO approved vendors or for PSU units, submission of tender cost is exempted for them.

2. **Closing of Tender Box** : At 2.30 P.M on 07.02.2018
3. **Opening of Part-I Bids** : Techno-commercial Bids (i.e. Part-I Bids) shall be opened at 3.00 P.M. on 07.02.2018

No offer shall be accepted after closing of tender box at specified date & time.

Tenderer are required to submit their offer in flowing two parts::

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

Both Part – I (Techno Commercial Bid & EMD) and Part – II (Price bid) shall be inserted separately in 2 (two) envelopes, sealed and super-scribed with Part No. and above mentioned Tender No. These two bids shall be put in a 3rd envelope, sealed & super scribed with our Tender No, Date, Tender description, Due date & Box No..

Sealed Tender addressed to GENERAL MANAGER (CORDINATION), M/S. BRAITHWAITE & CO. LTD. 5, HIDE ROAD, KOLKATA-700 043 or 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 07.02.2018

During opening of Techno-commercial Bid & EMD (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. However, the price bid shall be opened for techno-commercially acceptable bidders for which, opening date & time will be intimated in due course.

For BRAITHWAITE & COMPANY LIMITED

A. QUALIFYING CRITERIA:

1. Eligible Bidders

- The bidder shall be fully responsible for arranging **IMPORT** of the Draft Gear along with Follower as per RDSO's Drawing & RDSO Specification No. WD-66-BD-06 with latest amendment & latest alteration from the AAR approved Foreign Manufacturer including all formalities and delivery to BCL's Victoria Works within their quoted rate.
- The Foreign manufacturer should be AAR approved and Draft Gear along with Follower should meet the requirement of AAR approval in all respect. Copy of valid AAR approval is to be submitted along with the offer.
- The bidder must submit valid authorization letter from the foreign manufacturer. The authorization shall remain valid till completion of all supply, if order is awarded.

2. Financial Eligibility

Bidder should have average annual turnover of Rs.69.80 lakh during last 3 years. Bidder should enclose copies of Annual Report (Balance Sheet and Profit & Loss Account) / Audited Balance Sheets and Profit & Loss Accounts for supporting of the same. Alternatively, Bidders should submit Bank Solvency certificate for the amount of Rs.69.80 lakh from reputed bank.

3. Technical Eligibility

- ◆ Experience of having successfully executed similar works (defined below) during last 7 (seven) years ending 31.12.2017 fulfilling any of the following criteria:

Three similar executed works each costing not less than Rs.93.07 lakh OR executed three similar works not less than quantity of 160 Nos. against each such job.

OR

Two similar executed works each costing not less than Rs.116.34 lakh OR executed two similar works not less than quantity of 200 Nos. against each such job.

OR

One similar executed work costing not less than Rs. 186.14 lakh OR executed one similar work not less than quantity of 320 Nos. against such job.

The term "Similar works" means - Supply of complete Draft Gear arrangement along with Follower to Indian wagon builders / Indian Railways.

- ◆ List of clients to whom the tendered items have been supplied along with performance report. Bidder should enclose copies of Purchase Orders / WTC / Bill of Ladings, in support of fulfilling technical eligibility criteria.

Bidder should also have GST registration copy and copy of trade license & PAN card etc to be enclosed with the Techno-commercial Bid.

B. SCOPE OF SUPPLY :

Supply of 400 sets of Draft Gear arrangement along with Follower as per RDSO's Drawing & RDSO Specification No. WD-66-BD-06 with latest amendment & latest alteration.

C. CONDITIONS OF SUPPLY:

- 1) The Draft Gear with follower should be strictly as per all the requirement of RDSO's relevant specifications & drawings of latest amendment / alterations and shall be suitable for fitment with 70 BD upgraded High Tensile Centre Buffer Coupler.
- 2) The Draft Gears with followers are to be supplied along with WTC.

D. METHOD OF SUBMISSION:

PART-I: Techno-Commercial Bid & EMD:

- 1 Tenderer should submit all papers related to eligibility and qualifying criteria as mentioned in this tender.
- 2 Earnest Money Deposit: (E.M.D.): Rs.1.0 Lakh
- 3 Earnest Money Deposit of Rs.1 Lakh as applicable, 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 should initially be 120 days from the date of opening of Tender.

The units registered with DGS&D, SSI units registered with NSIC, MSME Units and PSU Units / RDSO approved vendors may be exempted for the tendered items from submission of EMD.
4. Earnest Money deposit for the unsuccessful bidder 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 Security Deposit / Performance Guarantee or if so decided by the tenderer adjusted against security deposit for the said tender as the case may be.
5. 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.
6. No offer will be considered without EMD except for the exemptions specified in the tender document.
7. Tender will be considered as cancelled if the documents required for Part-I & Part-II bids are not placed in respective / proper envelope.
8. Bidder must mention clearly the Name, Address and Telephone Number, Fax No., e-mail no. of their authorized contact person.
9. Validity of the Offer: Offer should remain valid for a period of 90 days from the date of opening of this tender
10. *An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).*
11. In case, prices are submitted in Techno-commercial Bid, the offer will be rejected.
12. Bidders shall submit a copy of un-priced price bid i.e. a copy of price bid without any price figure, but mentioning as “Price Quoted” or “Price Not Quoted”. Such un-priced bid shall be submitted along with Techno-Commercial Bid.
13. The COUNTRY OF ORIGIN of the offered items should be mentioned in Techno-commercial Bid.
14. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification, if required.
15. Product catalogue / Drawing along with technical details shall be submitted with the offer.

E. GENERAL TERMS & CONDITIONS:

1. Price:

- 1.1 Prices are to be quoted as per Price Bid Format given in the tender.
All columns of Price Bid shall have to be properly filled.
 - i) Rate is to be quoted considering supply & delivery F.O.R Victoria Works.
 - ii) Quoted rate shall be inclusive of duties, transport charges or any other charges, if required
- 1.2 Quoted prices shall remain Firm till completion of all supplies against the contract.
- 1.3 Bidder should quote Landed Price to BCL-VW as given in Price Bid format.

2. **Security Deposit:**

For due fulfilment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser order in the form of Bank Guarantee (as per format provide by BCL) / Demand Draft / Pay order, valid till completion of contract period. The amount of Security Deposit will be 5 % of contract value.

- On due performance and completion of the contract in all respect the security deposit will be returned to the supplier without any interest on certification of concerned department.
- As and when an amendment is issued to the contract, the contractor shall within 15 days of 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 as amended.
- 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 is to be deposit by the successful bidder on receipt of Purchase order. Balance 50% may be received from running bill.
- 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.

3. **Performance Bank Guarantee:**

The contractor shall also submit a performance Bank Guarantee for a sum equal to 5% of contract value after receipt of order and before receipt of first payment. The performance Bank Guarantee shall remain valid up to warranty period & transit period. However, Security Deposit, if submitted, can be converted to Performance Guarantee. Even providing Bank Guarantee, suppliers are responsible for the quality of the materials, workmen ship, smooth operation etc. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective Draft gear within 4 weeks from the date of receipt of intimation at free of cost, freight, duty etc. Guarantee period for the replacement Draft gear will start again from the date of replacement of Draft gear. However, Security Deposit, if submitted, can be converted to Performance Guarantee.

4. **Terms of Payment:**

100% payment shall be made with 30 days credit from the date submission of bills with relevant documents duly certified on receipt of the materials at BCL in good conditions.

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

5. **Delivery:**

Delivery of all 400 sets of Draft Gear is to be completed within 3 months from the date of opening of P.O. The delivery shall be as per requirement of BCL.

6. **Inspection & Testing:**

The manufacturer shall insure at his own cost compliance of quality, specification & testing requirement as required for the above tendered materials. Draft Gear shall meet the requirement of AAR approval (meeting all requirements of supplying to the North American Railroads). All supplies shall accompany with Work Test Certificate (WTC).

Besides, the Draft Gear arrangement along with Follower to be supplied will be checked at BCL's premises by QA (Mech). Dte. of RDSO for fitment, visible defects/ transit damages, along with WTC etc. If Draft Gears are rejected by RDSO Inspector during checking, the supplier will be responsible for replacement of the same free of cost within a reasonable time. In such cases, purchaser (BCL) will not have any liability.

7. **Insurance:**

Arranging insurance for safe transport of the ordered materials shall be the responsibility of the supplier.

8. **Splitting of Tender:**

The tender quantities shall not be split. Order for full quantity shall be awarded on one vendor only.

9. **Warranty & Guarantee:**
The Draft Gear arrangement shall be new, reliable and in good condition. The supplier shall guarantee the Draft Gear for 24 months from the date of receipt of goods or 30 months from the date of shipment / dispatch whichever is later. The warranty / Guarantee shall be against defective workmanship and materials. Even providing Guarantee, suppliers are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective Draft Gear within 4 weeks from the date of receipt of intimation at free of cost, freight, duty etc. Guarantee period for the replacement of Draft Gear will start again from the date of replacement of Draft Gear.
10. **Liquidated Damages:**
In the event of failure to supply the materials within the contractual delivery period, Braithwaite reserves 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.
11. **Risk Purchase:**
In the event of failure of supplies within a reasonable period, the order may be cancelled also and 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 supplier. In such case, the Security Deposit / PBG to be submitted by the supplier may also be forfeited.
12. **Arbitration:**
All questions, disputes or differences 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 differences and the same shall be referred to the adjudication of sole Arbitrator. 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 the Purchase Order.

Such a reference submitted to the arbitrator shall be deemed to be the submission to the arbitration within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the arbitration shall be held in Kolkata.
13. **Consignee:**
Consignee for delivery of the tendered items shall be as follows:
Stores – In Charge,
M/s. BRAITHWAITE & CO. LTD.,
Victoria Works,
P-61, CGR Road, Kolkata – 700043,
West Bengal (India).
14. **Evaluation of Lowest Bid:**
Lowest bid shall be evaluated on the basis of lowest Landed price per complete Draft Gear arrangement as per price bid format received from a bidder with delivery up to BCL's Victoria Works, Kolkata.
15. **Markings:**
For easy identification of the materials, each package must bear a stamp of the name of Manufacturer, Purchase Order No. & Description of the item.
16. **Packing:**
The packing of Draft Gear shall be as per Indian Railway regulations.
17. **Quantity Variation & Repeat Order:**
The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% on the same price and terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule of the purchaser.

BCL also reserve the right to place repeat order for a maximum of 75% of the ordered quantity & value at the same rate, terms & conditions.

F. ADDITIONAL TERMS & CONDITIONS:

- i. All costs as applicable for import of Draft Gear & follower from manufacture country including Custom Duty, Clearing forwarding cost or any other cost up to BCL's Victoria cost shall be borne by supplier and the quoted rates shall include the same. No request for any additional cost shall be entertained due to any reason whatsoever.
- ii. The supplier shall follow all relevant rules & regulations including statutory conditions as applicable in the manufacturer's country as well as in India and all costs in this regard shall be included in their quoted rate.
- iii. In the event of rejection of any materials after receipt of supply at BCL's Victoria Works, the supplier shall be responsible for free replacement of the same within a reasonable time as fixed by the purchaser. In the event the replacement is not received within the specified time, BCL reserve the right to recover necessary cost of the same including forfeiture of the Security Deposit / PBG submitted by the successful bidder.
- iv. **Braithwaite & Co Limited reserves the right to:**
 - Postpone the above-mentioned due date.
 - Cancel the tender at any stage.
 - May ask for further clarification / information during techno commercial scrutiny of bids received.
 - BCL shall not be responsible for any delay, loss, damage for bids sent by post.
 - BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
 - Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.

G. PART-II: PRICE BID

Price Bid in 2nd part of the tender should contain only Price. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in Price part. Prices are to 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. Rate(s) should be quoted both in words & figures. In case of any discrepancy in rates quoted in words & figures, the rates quoted in words shall be considered.
2. Bidder should quote rates as per Price Bid format considering scope of work and all terms & conditions of the tender.
3. Price Bid should be free from any condition.
4. Any correction / erasing / over-writing in price bid, will be considered strictly as cancelled.

PRICE BID FORMAT:

Item Description	Quantity	Unit Rate (in Indian Rs.)
Basic price for Draft Gear along with follower (for complete set) as per Drg., Specification & Terms & conditions of tender.	400 Nos.	
GST, if any		
Packing, Insurance & Transport charges, if required up to BCL's Victoria Works at Kolkata.		
Landed price up to BCL's Victoria Works, Kolkata.		

For BRAITHWAITE & CO. LIMITED