



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043,
TEL (033) 2439-7415, 2439-4114, 2439-6613, 2439-7413. FAX: +91 33 2439 7632 / 5607
E-mail : braithwaite_co@yahoo.com, web site: www.braithwaiteindia.com
CIN- 'U74210WB1976GOI030798'

TENDER ENQUIRY NO. BCL /AB/ BOBRN (rehab)/components

Dated 22.03.2019

To,
M/s.

“ Sealed Tenders in single Bid System are invited for supply of EYE BOLT and DOOR HINGE suitable for 305 nos. BOBRN (rehab) wagon”.

1. **Closing of tender Box:** 14.30 hrs. on 02.04.2019
2. **Opening of Part-I bid of the tender:** 15.00 hrs. on 02.04.2019

The offer should comprise of two parts as under: -

Part-I : Techno-commercial bid

Part-II : Price Bid

Both, Part-I & Part-II bids of the quotation shall be inserted in two (2) separate envelopes, being sealed and super-scribed. These two envelopes shall be put into 3rd envelope which should also be sealed and super-scribed our tender no., date, due date & box no. In case of hand delivery, the sealed tender shall be dropped directly in our **Tender box no. 2** within due date of tender submission. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Sealed Tender is to be addressed to DGM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata-700 043.

The techno commercial bid (Part-I) of the tender shall be opened on 02.04.2019 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender. The price bids of techno - commercially acceptable bidders only shall be opened for which opening date & time shall be intimated in due course.

Tender documents can also be downloaded from our website www.braithwaiteindia.com.

For Braithwaite & Co. Ltd.

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) Experience documents related supply of any wagon components successfully executed during last 7 (seven) years ending on 31.03.2019. Such experiences should cover execution of 1 (one) order of value not less than Rs. 14.50Lakh or 2 (two) orders having each value not less than Rs.9.25 Lakh or 3 (three) orders having each value not less than Rs.3.31 Lakh. Copies of orders along with completion documents are to be submitted.

2) Audited /C A certified Balance Sheet and Profit & Loss accounts for last three years ending on 31.03.2014. The bidder should have Annual average turnover of Rs.7.35 Lakh during last three years ending on 31.03.2019 and should have earned net profit in any of the above last three years.

3) Copy of the PAN, Trade license, Sales Tax registration certificate & income tax return for the last three years.

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

1) Copy of the valid trade licence.

2) 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 GST registration certificate.

C. Scope Of Supply (Item description & specification):

Supply of EYE BOLT & DOOR HINGE suitable for BOBRN (rehab) wagons as per RDSO Drawing & Specification.

SL. no	Item Descriptions	Drg. No. / Specification	Total quantity for 305 nos. wagon
1	Supply of Eye bolt with bush, stud, spring washer, nut & lock nut.	WD-92081-S-57 (Alt-10) Mat.spec.no.IS: 1875 CI-IV,IS: 3063.	600 set.
2	Door Hinge	WD-91071-S-66 Alt.19 (it -9& 7) Mat.spec.no.IS: 1875 CI-IV	1200 Nos.

The above Door Check Springs shall be in all respect for BOXNHL wagons and suitable as per relevant drawing with latest revision/ amendment for BOXNHL wagon of specification WD-02-BOXNHL-2011 of March'2011. The relevant index Drawing & Design of the wagon is WD- 05086-S-01 Alt.-9 with DESIGN-'D'.

NOTE: The supplier shall be responsible for supply of the above wagon components as required for meeting relevant specifications, drawing, items, quantities etc. for the above wagons.

In case of any query before quoting, bidders may contact Works Manager (I/C)-CW &VW for clarification, if any. No claim shall be entertained afterwards.

D. The Techno-Commercial Bid (Part-I) :

1) Earnest Money Deposit (EMD) : Rs.5,000/- (Rupees five thousand only)

EMD shall be submitted either in the form of DD / Pay Order drawn in favour of 'BRAITHWAITE & CO.LTD.' payable at Kolkata or in the form Bank Guarantee. Firms registered with DGS&D, SSI units registered with NSIC, MSME Units for the tendered item and RDSO approved vendors for the tendered item and PSU units may be exempted from submission of EMD.

The earnest money is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

Earnest Money lodged by unsuccessful tenderer shall be refunded to them immediately after finalization of a tender. In case of the successful tenderer, the same shall be retained by the Company, till submission of security deposit or if so decide by the tenderer adjusted against Security Deposit for the said job.

2) SECURITY DEPOSIT:

For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of Purchase order in the form of Bank Guarantee (as per format provided by the Purchaser)/ Demand Draft / Pay order which shall remain valid till completion of contract period plus 6 months for catering to Warranty / Guarantee period of spares. The amount of Security Deposit will be 5% of contract value.

The proceeds of the security deposit or proceeds on invocation of BG submitted as S.D. shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its 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 Order. Balance 50% may be recovered from running bill.

In respect of Firms registered with SSI, NSIC, MSME Units, DGS & D, RDSO and PSU units SD may be waived.

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.

3) Performance Guarantee:- The contractor shall also submit a Performance Bank Guarantee for a sum equal to 5% of the contract value after receipt of order and before receipt of first payment. The Performance Bank Guarantee shall remain valid up to contract period plus 6 months for catering to guarantee / warranty period of contract. The Security Deposit, if submitted, can be converted Performance Bank Guarantee.

Submission of Performance Bank Guarantee (PBG) by RDSO approved vendors is waived in respect of purchase of raw materials, components, consumables for wagon, Bogies and Couplers.

PBG shall be returned/refunded only after successful completion of warranty period of the contract.

E) Terms & conditions:

- 1) Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in respective / proper envelope.
- 2) The Offer (Part-I & Part-II) should be completed in all respects duly signed and shall have no discrepancies. In case, prices are quoted in techno-comm. bid, the offer will be rejected.
- 3) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 4) BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
- 5) Offer shall remain valid for 90 days from the date of opening the tender.

- 6) Payment Terms: 100% payment will be made after 30 days from the date of submission of bills with all relevant documents duly certified. However, payment shall be released after receipt of materials at BCL in good condition.
- 7) Bill certifying authority: In-Charge Production, Clive Works of BCL or his authorised representative.
- 8) Delivery: As per our production requirement and completion within 12 months from the date of P.O.
- 9) Inspection: By BCL.
- 10) Terms of Delivery: Free to our Victoria Works, Kolkata – 700 043.
- 11) Bidders are expected to quote for full tendered quantity. However, offered quantity should not be less than 50% of tender quantity.
- 12) Price quoted / ordered rate(s) should remain Firm up to completion of all deliveries and up to the end of the contract. No claim for price increase shall be entertained.
- 13) BCL reserves the right to terminate the order with 7 (seven) days notice at any point of time in case poor performance / non-compliance of delivery schedule / bad quality of materials & workmanship.
- 14) Guarantee / Warranty: The supplier will give Warranty / Guarantee for the supplied items for a period of 24 months from the date of commissioning of the relevant wagons or 30 months from the date of completion of supply, whichever is earlier. Warranty should cover design, material and workman- ship.
- 15) Quantity Variation : Order quantity may vary \pm 30%. BCL also reserves the right to place repeat order for maximum 75% of original order quantity/value at the same rate & terms of original order for which acceptance of the same from the supplier shall be taken prior to placement of such repeat order.
- 16) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid.
- 17) Liquidated Damages : In the event of failure on the part of the supplier / contractor to complete the awarded job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week of delay or part thereof by way of L.D. subject to a maximum of 10 % of the ordered value.
- 18) Risk Purchase : In the event of failure on the part of the supplier / contractor 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 contractor.
- 19) Arbitration : All questions, disputes or differences whatsoever shall, arise between the purchaser and the supplier / 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.
- 20) Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
- 21) All information, documents etc. shall be given in Part-I offer ie; in the Techno-Commercial Bid. Part-II ie, Price Bid shall contain only price part as per prescribed format.

22) Evaluation of lowest bid shall be on the basis of lowest net landed cost to BCL. Accordingly, lowest bid evaluation shall be lowest rate for each piece, received from a bidder with delivery up to BCL's Works as per Price Bid Format.

23) Splitting of Order:- BCL reserves the right to place order for entire quantity on lowest (L-1) bidder in the event L-1 bidder is a MSE Company or BCL reserves the right to split the tender quantity.

In case splitting of the tender quantity is decided by BCL, the same shall be in the ratio 80:20 between L-1 & another one bidder but the same shall be subject to taking care of reservation of 20% orders & preference to NSIC/MSME/SSI registered units as per MSMED Act. Initially counter offer to techno-commercially qualified NSIC/MSME/SSI registered bidders shall be issued in order of their ranking position for acceptance of L-1 rate & terms, as required, if quoted prices of such bidders fall within L-1 + 15% range. While deciding distribution of orders, reservation of orders for NSIC/MSME/SSI registered bidders with SC/ST ownership as per MSMED act shall be taken into consideration. If NSIC/MSME/SSI registered bidders do not accept counter offers, other bidders in order of their ranking position shall be considered for issue of counter offers.

In case other bidders including MSEs do not accept counter offers, BCL reserves the right to award for the rest of the quantities to the L-1 bidder.

24) Rejection / Replacement: Notwithstanding the fact that the materials have been duly inspected and covered by DM. The supplier shall arrange for free replacement / rectification of rejected / defective components if any, detected during or after fitment at our works, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 days from the date of our advise, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

25) Procedure of Raising Challan / Bill.

a) The B.O. items reference, material code, description, drawing no. & alteration no. of components indicated in our Purchase Order as well as necessary paper if any, applicable should be mentioned in the challans and bills. All consignments must be accompany challans, MRR, I.C., test certificate whenever applicable.

b) As the time of collection of the receipted challan, it should be ensured that the challan acknowledges the receipt of MRR & IC if any.

c) Challan should be made out of in quadruplicate, out of which two copies will be returned to the supplier duly receipted by our by our In-Charge (Wagon Stores). One copy of the same must be submitted along with the bill forwarded to us.

d) Bill should be in triplicate duly supported by receipted challan & other relevant documents.

26) In case of cartel formation, following terms shall be maintained.

Wherever all or most of the bidders quote equal rates and cartel formation is noticed, BCL reserves the right to place order one or more bidders with exclusion of the rest without assigning any reason thereof.

27) GST shall be paid at actual as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.

28) Indemnity:- Bidder shall indemnify BCL against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules / obligations / laws / taxes & duties etc.

29) The Vendors who are not registered with BCL, if selected for order shall have to get registered with Clive Works of BCL prior to placement of order. They should Comply with necessary formalities at that stage.

F. Part-II: Price bid:

- 1) This part must be free from any condition and signed with stamp.
- 2) The bidder should quote rate(s) as per Price Bid Format.
- 3) The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
- 4) Quoted rate should clearly indicate GST etc.
- 5) No over writing or correction will be allowed. Bid will be treated as cancelled if any over writing or correction is found in the price bid.

G) Price Bid Format

Sl. No.	Description of of items	Tendered quantity	Basic rate/ Pc. (Rs.)	GST (Rs.)	Freight & Insurance charge / Pc., if any, for delivery upto BCL's Clive Works, Kolkata. (Rs.)	Total rate per Pc (in Rs.)
		(A)	(B)	(D)	(E)	F=(B+D+E)
1	Supply of Eye bolt with bush,stud,spring washer,nut & lock nut.	600 set				
2	Door Hinge	1200 nos				

For Braithwaite & Co. Ltd.