



BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

(SUBSIDIARY OF BBUNL)

5, HIDE ROAD, KOLKATA – 700 043.

TENDER NO: BWT/PUR/WHEELSETS/2005

Date: 24.12.05

“ Sealed offers are invited from resourceful Indian/Overseas manufacturers and/or their authorized Indian Agent for supply of 644 BG (1676 MM) 504 Wheel sets of 1000 mm dia tread for wagons, suitable for 22.9 MT Axle load as per details given ”

- 1. Issue of Tender Documents:** Any working day (**Except Sunday & holiday**) between 10.00 AM to 1.00 PM from 24.12.05 to 09.01.2006 **against payment of Rs.300/- by Demand Draft/Pay order drawn in favour of ‘Braithwaite & Co. Ltd.’ and payable at Kolkata.**
Those who will download the tender document from our Website **‘www.braithwaiteindia.com’**, they have to submit their offer along with the cost of the tender document mentioned above.
- 2. Closing of Tender Box at 2.00 PM on 09.01.2006 (Due date)**
- 3. Opening of part-I & Part – II bid of the Tender at 2.30 PM. on 09.01.2006.**

The offer should comprise of parts as under:

- Part-I : Credential Bid & EMD**
- Part-II : Techno-commercial Bid.**
- Part-III : Price Bid.**

All these parts shall be inserted separately in 3 sealed envelopes super scribing tender number and part number. All three parts shall be put in 4th envelope and all the envelopes shall be super scribed with our **Tender No. BWT/PUR/WHEELSETS/2005, Part No. and Due date.**

Sealed Tender, addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-43** 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 09.01.2006 (due date) by 2.00 P.M.**

Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason.

During opening of Credential Bid & EMD (Part-I), Technocommercial Bid (Part – II) and Price Bid (Part – III), the bidders may depute their authorised representative to be present as witness. However, only the credential & techno-commercially acceptable bidders will be intimated before opening of the price bids (Part – III)

For **BRAITHWAITE & CO. LIMITED**

PART-I : Credential Bid & EMD:

- i. Tenderer should submit all papers related to credentiality i.e. proof of past performance regarding supply of Wheelsets of respective customers, audited balance sheet for last three (3) years, Trade License, Sales Tax clearance Certificate,
- ii. **Earnest Money Deposit (E.M.D.) : US \$ 3000.00 (Rs. 1.35 lakhs for indigenous bidder.)**
- iii. Earnest Money Deposit of **US \$ 3000.00 (Rs.1.35 lakhs for indigenous bidder)** is required to be submitted by Crossed A/C Payee Demand Draft/ Bid Bond in the form of Bank Guarantee as per our format (enclosed) in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**, failing which tender will not be considered. In case of bid bond, the validity period should initially be 120 days from the date of validity of your offer. However, for SSI Units with valid single point registration with NSIC, payment of EMD/Security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered.

For public sector unit likes WAP, Bangalore, SAIL, DSP, Durgapur, this tender document will be distributed free of cost and payment of EMD/Security deposit can be considered for exemption.
- iv. EMD/ Bid Bond 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.
- v. EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- vi. EMD will be refunded to the unsuccessful bidder within a reasonable period without any interest. For successful bidder entire amount of EMD/Bid Bond will be returned after submission of Security Deposit.

PART- II : Techno- Commercial Bid.

1. No offer will be considered without EMD.
2. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid. However, no correction is allowed in price bid.
3. Offer should remain valid for 120 days from the date of opening of this tender.
4. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
5. **Security Deposit:**
For due fulfillment of the contract the supplier shall submit security deposit in the form of Bank Guarantee as per our format (enclosed) / Demand Draft/ Pay order for a sum equal to 10% of the contract value within 10 days of issue of the purchase order valid till warranty period.
6. Security deposit will be returned only on completion of the job at BWT's full satisfaction in all respects.

7. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.
8. Tender will be considered as cancelled if the documents as required for Part-I, Part-II.& Part-III are not placed in respective envelopes.
9. The tender is not transferable.

10. Price:

- 10.1 For Indigenous supplier, unit price mentioned in the offer will remain firm till the execution of the orders.
- 10.2 For overseas supplier the offered price should be firm and F.O.B. Kolkata port, and C.I.F. basis. The country of origin of the stores should be indicated. Bids from agents not accompanied with the letter of authority from their principal manufacturer are to be summarily rejected.
- 10.3 The price quoted should be per set basis inclusive of necessary packing. Net price should be quoted both in figures and in words inclusive of E.D, ST., Freight charges insurance, VAT and other charges.
- 10.4 The overseas supplier should quote price in Indian Currency or in US \$.

11. Delivery:

Delivery is the essence of this contract. Therefore, delivery schedule should be strictly adhered to. Please quote your best delivery period taking into account our urgency.

12. Inspection & Testing:

By third party inspection/RDSO/RITES prior to despatch or by our authorized representative as per supplier's Quality Assurance plan approved by the purchaser. The supply must accompany the inspection certificate, including stage inspection and acceptance standard, required test certificate and guarantee certificate etc.

13. Terms of Payment:

The payment of supplies will be made only for complete sets of wheelset assembly and not in parts as per the following terms:

- i. 90% payment will be made on receipt of materials at our works and submission of bills with relevant documents.
- ii. Balance 10% payment on commissioning of Wagon equipped with this wheelset assembly in customer's premises.

14. Warranty:

- 14.1 The wheelset assembly shall be new, tropicalised, reliable and in good condition. The supplier shall guarantee the wheelset assembly for 12 months under normal operating conditions from the date of commissioning of the wagons at customer's country where those wheelset assemblies will be used or 24 months from the date of supply of the wheelset, whichever is earlier.
- 14.2 After twelve months from the date of actual commissioning of the wagons or 24 months from the date of supply whichever is earlier, the warranty shall be extinguished. However, the warranty period shall be extended taking into account the time when the wagons were inoperative due to defects noticed and mentioned within the warranty prior.

7.3 However, the warranty period shall be extended taking into account the time during which the wagons were not operative if the default is established and reported during the said warranty period.

15. **Performance Guarantee:**

The supplier shall also submit a performance Bank Guarantee as per format (enclosed) for a sum equal to 10% of the contract value along with the supply of store to back the warranty obligation of the firm, which should remain valid till the warranty period.

16. **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.

17. **Risk Purchase:**

In the event of failure or delayed supplies within the reasonable period, the order may be cancelled also and the purchaser shall 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.

18. **Approval of Drawing:**

The bidder has to furnish detailed drawings of wheelset for our approval along with the bid. Manufacturing shall be done as per approved drawing and specification.

19. **Arbitration:**

Any dispute and difference, whatsoever arising between the Contractor & purchaser out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or the breach there of shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Supplier.

20. **Splitting of Tender:**

Braithwaite reserve the right to split up the tendered 'Job' & 'Quantity' among more than one bidders without assigning any reason & also right to split the order among more than one bidder irrespective of the lowest valid price, considering the capacity of production, financial soundness and past performance of individual bidder.

21. **Markings:**

For easy identification of your materials, each and every item must bear a stamp of the name of your firm, Drg. No. & specification.

22. **Packing:**

22.1 For overseas suppliers the wheelsets shall be suitable seaworthy packed to protect them against any damage and deformation during transportation by ship. The supplier should be responsible for proper packing method and should ensure that these packing methods are adequate for handling at Ports.

22.2 For indigenous suppliers packing of wheelsets shall be as per IRS. R-19/93 (PART – I) Drg. No. WD-89025/S1

- 22.3 The bidder should indicate the weight, size and volume of each of the packing/container with details of the materials proposed to be packed giving individual weight of such item. The basis of freight rate shall also be indicated in the bid.
- 23 **Maintenance Manual & Drawing:**
Four copies of operation & maintenance manuals and various arrangement drawings are to be submitted by supplier. If any special tools are required for maintenance, the same is also to be supplied by the supplier free of cost.
24. **Acceptance of Terms & Conditions:**
All terms and conditions of this tender should be accepted unconditionally and complied with.
25. **Transit Insurance:**
For indigenous supplier purchaser will not pay separately for transit insurance. The supplier will be responsible till the entire stores arrive in good condition at our Clive Works, Kidderpore, Kolkata.
- 26 **Quantity Variation:**
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.
- 27 **Painting of Wheelset Assembly:**
One coat of Epoxy based Red Oxide Primer and two coats of Epoxy based Black Finishing Paint should be applied, wherever required.

PART- III : Price Bid.

Price Bid in third part of the tender should contain only price, rate of VAT, rate of E.D (if any). In case of overseas offer, price to be quoted on FOB Kolkata Port & CIF basis. Price Bid part shall be opened if Part-I & Part – II are qualified. Only Part – I & Part-II of the tender will be opened at 2.30 PM on 09.01.2006, in presence of bidder's authorized representative who wish to attend tender opening. Part-III of the tender will be opened later after evaluation of Part-I & Part – II for which date & time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in price part. Un-opened price bids for unqualified parties will be returned.

SCOPE OF SUPPLY:

Description: 644 BG (1676 MM) Wheel sets of 1000 mm dia tread, suitable for 22.9 Ton Axle load conforming to IRS. R-19/93 (PART - I) as per Drg. No. WD – 89025 S/1.

Packing of Wheel sets after painting the Axle & Discs by FRP covers at both ends and wooden packing at one portion of the Axle Body.

Quantity: 504 sets.

For BRAITHWAITE & CO. LIMITED