

BRAITHWAITE & CO. LIMITED

TENDER ENQUIRY NO. PUR/CW/TKB/BTAP/2005-06

For supply of Vertical Brake Shaft (Power) & Vertical Brake Shaft (Hand Brake)

Tender Notice

Sealed tenders are invited from experienced and resourceful RDSO approved manufacturers for manufacture and supply of Vertical Brake Shaft (Power) & Vertical Brake Shaft (Hand Brake) as detailed in the Annexures 'A', 'B' and 'C'.

1. Issue of Tender Documents:

Any working day except Saturday and Sunday between 10.00 a.m. to 12.30 p.m. from 02.03.05 to 16.03.05. **against payment of Rs.300/- by Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'**

Willing bidder may download the tender document from our Website 'www.braithwaiteindia.com' and participate in this tender by paying Rs.300/- in the form of **Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'** along with **Techno-commercial bid.**

2. Closing of Tender Box at 2.00 p.m. on 16.03.05 (Due date)
3. Opening of Part-I of the Tender at 11.00 p.m. on 17.03.05.

The offers shall comprise of 2 Parts as under:

- | | | | |
|----|-----------|---|------------------------|
| a. | Part – I | : | Techno -Commercial Bid |
| b. | Part - II | : | Price Bid |

The two parts shall be inserted separately in 2 envelopes and these shall be put in 3rd envelope and sealed. All the three envelopes shall be superscribed with our Tender Enquiry no., Date and Due Date.

Sealed tender, addressed to Senior Manager (Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata - 700043 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 16.03.05 by 2.00 p.m.

Braithwaite reserve the right to accept/reject/split any or all tender part or full without assigning any reason.

For **BRAITHWAITE & CO. LIMITED**

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Annexure 'A'

Part - I : Techno-Commercial Bid:

(A) Credential:

Tenderer should submit all papers related to credentiality i.e. proof of past performance with adherence to Delivery schedule, Audited balance sheet for last three (3) years, Sales Tax Clearance Certificates, Income Tax Clearance Certificate, Trade Licence, etc. The tenderer should be approved by RDSO. However, the tenderers who are enlisted with Braithwaite & Co. Limited must mention the vendor Registration no. and enclose copy of RDSO's Certificate of approval. They need not submit any other document relating to credentiality.

(B) Earnest Money Deposit (E.M.D) : Rs.15,000/- (Rupees Fifteen Thousand only)

- i) E.M.D. is required to be submitted by Demand Draft/Pay Order in favour of Braithwaite & Co. Limited, Kolkata failing which Tender will not be considered. However, for SSI Units with 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. Copy of the valid NSIC Registration Certificate should be furnished.
- ii) EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of the tender. For the Tenderer claiming exemption from EMD on account of their single point registration with NSIC, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions.
- iii) EMD shall be returned to unsuccessful bidder after finalisation of contract.

(C) Security Deposit @ 10% of ordered value only in the form of BG to be submitted by the successful bidder within 10 (ten) days on receipt of Purchase Order and on receipt of the Security B G, EMD will be refunded back. Format of BG is enclosed (Annexure-C).

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(D) Terms & Conditions :

- i) No offer will be considered without E.M.D.
- ii) Offer should remain valid for 90 days from the date of opening of this tender.
- iii) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise offer will be treated as invalid.
- iv) Rate quoted shall remain firm till execution of the order. Rate should be mentioned in figures as well as in words.
- v) **Inspection:** The entire job will be subject to inspection by Braithwaite/RDSO.
- vi) **Delivery:** Materials for 50 (Fifty)-Nos. wagons are required to be delivered per month.
- vii) The job cannot be sub-contracted by the vendor wholly/partially without the written permission of Braithwaite & Co. Limited.
- viii) **Guarantee:** The job shall be guaranteed for a period of 30 months from the date of delivery or 24 months from the date of commissioning, whichever is earlier.
- ix) **Payment:** Payment shall be released within 30 days after receipt of bill duly accompanied by Inspection Certificate accepting the material and receipted challan.
- x) Despatch Memo/Inspection Certificate : Despatch Memo/I. C.s issued by RDSO/Our Inspector must accompany your challans. Material will not be accepted without D.M./I.C.D.M/I.C., reference should be mentioned in the respective challans.
- xi) **Procedure of Raising Challan/Bill :**
 - a) The B.O.items reference, material code, description, drawing no. and alteration no. of the components indicated in our Purchase Order as well as Central Excise Gate Pass no. & date, if applicable, should be mentioned in the challans and bills. All consignments must accompany challans, D.M./I.C. and Excise Gate Pass whenever applicable.

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- b) At the time of collection of the receipted challan, it should be ensured that the challan acknowledges the receipt of D.M./I.C and Excise Duty Gate Pass, if any.
 - c) Challan should be made out of in Quadruplicate, out of which two copies will be returned to you, duly receipted by our Wagon Store's Officer. One copy of the same must be submitted alongwith your bill forwarded to us.
 - d) Bill should be in Triplicate duly supported by receipted challan and other relevant documents.
- xii) For easy identification of your materials each and every items must bear a stamp of the name of your firm together with relevant drawing no. (Code name or abbreviation will do) or some kind of identification mark pertaining to your firm in addition to RDSO's/Our Inspector's inspection stamp. Such small items on which part drawing nos. cannot be stamped should be packed in a gunny bag and suitably labled. The lables should clearly indicate the manufacturers name, purchase order no., drawing no. and the contents in number of pieces. RDSO's/Our Inspector's stamp must be ensured on the lables.
- xiii) Liquidated Damages: In the event of failure on the part of the Contractor to complete the job within the stipulated completion period, Braithwaite reserve the right to recover a sum of 0.5% of every week of delay or part thereof by way of L.D. subject to maximum limit of 10% of the ordered value.
- xiv) Risk Purchase : In the event of failure on the part of the 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.
- xv) Arbitration : Any dispute and difference, whatsoever, arising between the Contractor out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or the breach thereof 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 Contractor.
- xvi) Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata.
- xvii) **Price Bid (Part – II) shall be opened only if Part-I is qualified.** The unopened price bid of the bidders, disqualified on techno-commercial evaluation, shall be returned to them.

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- xviii) Offer will be considered as cancelled if the documents as required for Part-I and Part-II are not placed in respective envelope.
- xix) Alteration/inclusion/deviation will not be allowed once the bid is submitted.
- xx) Braithwaite reserve the right to terminate the contract/order by giving 7 days notice, at any point of time.
- xxi. Braithwaite reserve the right to accept or reject any quotation without assigning any reason, whatsoever and without incurring any liabilities to the affected bidder.
- xxi) Quantity variation : We reserve the right to split up the tendered quantity within more than one bidder without assigning any reason. Quantity as stated in the tender may vary to the extent of +/- 30% as per discretion of Braithwaite.
- xxii) The tender is not transferable.
- xxiii) Unconditional acceptance of the terms & conditions as mentioned above should be given by the tenderer along with their offer.
- xxiv) The Tenderer should enclose along with Techno -Commercial bid a copy of unpriced list of items for which they submitted price bid.
- xxv) The tenderer may contact Manager(DDO) on any working day except Wednesdays between 10 a.m. to 3 p.m. for study of drawings, if required.

Part – II : Price Bid:

The Tenderer shall submit unit rate of tender item and W.B.S.T, E. D. etc as applicable separately.

The rates shall be quoted on delivery to our Clive Works basis.

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Annexure 'B'

Scope of Work:

Manufacture and supply of the following items including raw materials to Braithwaite & Co Ltd., Clive Works, 5, Hide Road, Kolkata – 700 043.

| B. O. Item No. | Drawing No | Description | Quantity / Wagon | Total quantity |
|---------------------------|--------------------------|--------------------------------------|-----------------------------|---------------------------|
| 51 | CW1-BATW-03-02 IT -2 | Vertical Brake Shaft (Power) | 2 pcs. | 308 pcs |
| 52 | CW1-BATW-03-02 IT -11 | Vertical Brake Shaft (Hand Brake) | 2 pcs. | 308 pcs |

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Annexure 'C'

BRAITHWAITE & CO. LIMITED

P R O F O R M A

**FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT COVERING
THE WARRANTY PERIOD**

GUARANTEE BOND

1. In consideration of the Braithwaite & CO. Ltd, having its registered office at 5, Hide Road Kolkata -700043 (hereinafter called the company) having agreed to exempt M/s.....(hereinafter called the said contractor) from the demand under the terms and conditions of and Agreement/ Purchase Order No.....dt.....made between Braithwaite & Co. Ltd. and.....for supply of (**hereinafter called the Agreement**) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs...../- (Rupees..... only) acceptable to the company. We of(*indicate name and address of the Bank*)(hereinafter referred to as the bank) at the request of (Contractor (s)) do hereby undertake to pay to the Company and amount not exceeding Rs...../- against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor (s) of any of the terms of conditions contained in the Agreement.
2. We(*indicate the name of the Bank*) do here by undertake to pay the amounts due and payable under this guarantee without any demur , merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to and amount not exceeding Rs.....

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3. We undertake to pay forthwith to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitration relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We(indicate the name of the bank) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and the warranty period and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company (Braithwaite & Co. Ltd.) certified that the terms and conditions of the said Agreement have been fully and properly carried out / performed by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We(indicate the name of the bank) further agree that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us .
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).

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6. We.....(the name of the bank) further undertake to extend the validity of this guarantee beyond the period prescribed in clause 4 or as extended from time to time, for such further period as may be required by the Company in writing before the expiry of this guarantee and upon such extension(s), all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).

7. We(indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

8. Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs...../- (Rupeesonly). Our guarantee shall remain in force till, unless a claim in writing is presented to us within 3 months from that date ie;(validity + 3 months), all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated, the..... day of 200..

For
(Indicate the name of the Bank with branch)