

# BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

5, HIDE ROAD, KOLKATA - 700 043.

GLOBAL TENDER NO: BWT/PUR/WHEELSETS/2008-09 date: 02.09.2008

“ Sealed offers are invited from RDSO (Research, Design & Standards Organisation of Indian Railway) approved vendors, resourceful Indian / Overseas supplier & manufacturers and or their authorized Agent for supply of 240 sets of 1000 mm dia. Wheel & Axle Assembly for 1676 MM Track Gauge, 22.9 T Axle Load, conforming to Indian Railway Standard & Specification for Broad Gauge Wagon.”

The offer should comprise of parts as under:

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

**Both Part - I & Part - II** shall be inserted separately in 2 envelopes, sealed and super-scribed with **Part No. & above mentioned Tender No.** These two bids shall be put in a 3<sup>rd</sup> envelope, sealed & super scribed with our **Tender No, Date and Due date.**

Sealed Tender addressed to **Sr. Manager (Pur, Plang. & Store), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043** 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 **15.09.2008 at 2.00 P.M.**

The Techno-commercial bid shall be opened at **02.30 PM on 15.09.2008.** Tenderers may depute their representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which, opening date & time will be intimated in due course.

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

**Drawing & specification:**

1. Wheel & Axle Assembly complete to Drawing No. 89025 - S/1 OR latest & IRS specification No. R-19/93 (Part-I) suitable for 1676 mm gauge solid wheel 1000 mm dia. on tread to Drg. No.W/WI-4764 & IRS Spec. No.R-19/93 (Part-II) suitable for 22.9 T Axle Load.
2. Steel Axle to Drg. No. WD-89025-S-02 & IRS specification R- 16/95 suitable for 22.9 t Axle Load with Journal centres 2260 mm.

**Quantity** : 240 Sets BG (1676 MM) wheel sets of 1000 MM Tread dia. Wheel sets suitable for 22.9 M.T.

**A. PART-I: Techno-Commercial Bid:**

- i. Tenderer should submit all papers related to their credential, i.e. proof of past performance regarding supply of Wheel sets of respective customers, Trade License, Documents related to supply of BG wheel sets to India & acceptable for India Railways (acceptable to RDSO/ RITES) are to be submitted in the credential part.
- ii. **Earnest Money Deposit (E.M.D.) : US\$ 600 (Rs.25,000/-)** (Rupees Twenty five thousand Only)
- iii. Earnest Money Deposit of **Rs.25,000/-** ( or **US\$ 600** is required to be submitted by Demand Draft Pay Order or Bid Bond in the form of Bank Guarantee in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**. In case of bid bond, the validity period should initially be 120 days from the date of opening of Tender. 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. EMD is also exempted for vendors registered with RDSO / D.G.S.D.
- iv. EMD shall be returned to unsuccessful bidder only after finalization of the contract.

- v. EMD will be refunded / released to the unsuccessful bidder within a reasonable period without any interest. For successful bidder, entire amount of EMD / Bid Bond will be refunded / released on submission of Security Deposit.

**B. General Terms & Conditions:**

- 1. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated. However, no correction is allowed in price bid.
- 2. Offer should remain valid for 90 days from the date of opening of this tender.
- 3. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.

4. Security Deposit:

For the fulfillment of the contract, the supplier shall submit Security Deposit in the form of Bank Guarantee / Demand Draft/ Pay Order for a sum equal to 5% of the contract value within 15 days of issue of the Purchase Order valid till Warranty period.

- 5. Security deposit will be returned only on completion of warranty period at BWT's full satisfaction in all respects.
- 6. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.

7. Price:

For **indigenous supplier**, Unit price mentioned in the offer will remain firm till the execution of the order.

For **overseas supplier** the offered price should be firm and FOB basis. The country of origin of the Stores should be indicated. Bids from agents must submit their letter of authority from their principal manufacturer.

The price quoted should be per wheel set basis inclusive of necessary packing. Net price should be quoted both in figures and in words. Taxes, Freight charges, Insurance, VAT and other charges should be given in details.

The overseas supplier should quote price in Indian Currency or in US\$, freight, Insurance, Customs, Taxes & Duties should be indicated separately.

8 Inspection & Testing:

By third party inspection / RDSO/ RITES prior to despatch or by our authorised representative as per supplier's Quality Assurance Plan approved by the Purchaser. The supply must accompany the Inspection Certificate, (including stage inspection) Test certificate and Guarantee Certificate etc.

9 Terms of Payment:

Payment shall be released within 30 days after receipt of bill duly accompanied by Inspection certificate accepting the material and receipted challan.

10 Warranty:

The wheelset assembly shall be new, reliable and in good condition. The supplier shall guarantee the wheelset for 12 months under normal operating conditions from the date of commissioning of the wagons at customer's place where those wheelsets assemblies will be used or 24 months from the date of supply of the wheelset, whichever is earlier.

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 period.

11 Performance Guarantee:

The supplier shall also submit a performance Bank Guarantee for a sum equal to 5% of the contract value alongwith the supply of store to back the warranty obligation of the firm, which should remain valid till the warranty period & transit period. 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 wheelsets within 5 weeks from the date of receipt of intimation at free of cost, freight, duty etc. Guarantee period for the replacement wheelsets will start again from the date of replacement of wheelsets.

12. 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.

13. Risk Purchase:

In the event of failure or delayed supplies within the 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.

14. Approval of Drawing

The bidder has to furnish three sets of detailed drawings of wheelsets for our approval alongwith the bid. Manufacturing shall be done as per approved drawings and specifications.

15. 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 who shall be the Managing Director 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.

16. Splitting of Tender:

Braithwaite reserves the right to split up the tendered '**Job**' & '**Quantity**' among more than one bidder 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.

17. Markings:

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

18. Packing:

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.

For indigenous suppliers packing of wheelsets shall be as per Indian Railway Board Contract.

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.

19. Quantity Variation:

The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 100% 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.

C. **PART- III: Price Bid.**

Price Bid in 2<sup>ND</sup> 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 basis. Price part shall be opened if Part-I is qualified. 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.

Price should be quoted as per the following format (for Overseas suppliers)

Sl. No.	Description	Qty.	Country of origin	Rate per Wheel sets in US \$ in FOB basis.
1.	Wheel sets conforming to Drg. WD- 89025 / S- 1 or latest			
2.	Custom, Insurance, Taxes, Duties, Transport, packing etc. (if any)			
3.	Other charges (if any)			

Price should be quoted as per the following format (for indigenous suppliers)

Sl. No.	Description	Quantity	Rate per Wheel sets in Rs.
1.	Wheel sets conforming to Drg. WD- 89025 / S- 1 or latest		
2.	Taxes, Duties, packing and Transport etc. charges (if any)		
3.	Other charges (if any)		