To
M/s…………………………………………………………
…………………………………………………………

Dear Sir,

“Sealed Quotations are invited in two bid type from the vendors for supply of New Hydraulic Jacks’ for Clive Works as per tender conditions.

**Job Description**- Procurement of new Hydraulic Jack for lifting of derailed wagon and maintenance of Rail Track of Clive Works.

The offers should be submitted in two bids i.e Part-I & Part-II
1) Part-I : Techno Commercial Bid & EMD
2) Part-II : Price Bid

All these parts shall be inserted separately in 2 sealed envelopes super scribing tender number and Part number. All two parts shall be put in 3rd envelope and all the envelopes shall be super scribed with our tender No., part No. & Due date.

Sealed tender addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd, 5, Hide Road, Kolkata: 700043 may be dropped in our Tender Box No: 2 (in case of hand delivery) or may be sent by registered post but must reach us positively by **03.04.2020 (due date)** by **2.30 PM/14.30 hrs**.

Techno Commercial bid of the tender shall be opened on **03.04.2020** at **3PM / 15.00Hrs**. During opening of techno commercial bid & EMD (Part-I) and (Part-II), the bidders may depute their authorized representatives to be present as witness. However, only the techno commercially acceptable bidders will be intimated before opening of the price bid.

**Note:**

a) In case of tender open date falls on Sunday / Holiday, the same will be opened on next working day.

b) In no case, offer shall be considered without submission of EMD along with Techno-commercial Bid (Part-I) except exemption if any.

For Braithwaite & Co. Ltd.
Technical Specification for supply of Hydraulic Jack:

1) Hydraulic Jack Remote Control type, Capacity-30 Ton with Safety Lock Nut, Screw Ram & Traversing Base:

   a) Closed height with traversing base- 700 mm.
   b) Closed height without traversing base- 580 mm
   c) Lift- 450 mm
   d) Body Diameter- 144 mm
   e) Ram Diameter- 76 mm
   f) Total extended height without traversing base- 1030 mm
   g) Total extended height with traversing base- 1150 mm
   h) Base Size- 200 x 200 mm
   i) Weight- 20 Kg (approx.)
   j) Traverse Base Size:
      • Capacity – 30 Ton
      • Height- 120 mm
      • Width – 200 mm
      • Length- 500 mm
      • Travel- 300 mm
      • Weight- 25 Kg (approx)

2) Hydraulic Jack Integral type, Capacity- 35 Ton with safety lock and screw ram.
   • Closed height- 300 mm
   • Lift- 150 mm
   • Total extended height- 450 mm
   • Weight- 30 Kg. (approx)

3) Hydraulic Toe Jack Integral Pump type for Rail line lifting, Capacity- 15 Ton with Safety lock nut and screw ram.
   • Closed height- 305 mm
   • Lift- 150 mm
   • Total extended height- 455 mm
   • Capacity on Head- 15 Ton
   • Capacity on Toe- 7.5 Ton
   • Weight- 12 Kg. (approx.)

Note: All jacks are to be provided along with 2 (two) sets of spare Seal Kits and Hydraulic Hose with end fittings suitable Ratchet along with Ratchet handle for sliding.

Other terms & conditions for the above supply:

- Materials are to be delivered at BCL’s Clive Works at 5, Hide Road, Kolkata-700 043 by party’s own arrangement and cost
- Inspection of material will be carried out by BCL at the time of delivery
All Jacks are to be load tested from Govt. approved test house. Test Certificates are to be provided along with supply.

The supplied Hydraulic Jacks shall be covered with Guarantee / Warranty for a period of 1 (One) year from the date of supply and GC should be accompanied with the supplies.

Material shall be delivered by the party to BCL Stores within 30 days after receipt of LOI / firm order.

For further technical queries if any, the bidder(s) may contact with our In-Charge-Maintenance Departments of Clive Works.

General Terms & Conditions:

1. **EMD:** Rs. 5,000/- (Rupees Five thousand) EMD is required to be deposited as Bid Security and to be submitted in the form of DD/ pay order/ Bank Guarantee in favour of Braithwaite & Co. Ltd payable at Kolkata. However, for SSI Units with single point registration with NSIC, RDSO, MSME & DGS&D registered vendors for the tendered items; payment of EMD can be considered for exemption to the extent of monetary limited granted on submission of valid NSIC registration certificate. Copy of the valid NSIC/MSME Registration Certificate should be furnished. PSU bidders are also 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.

   EMD will be returned on submission of required Security Deposit for successful bidder(s) and after finalization of order, for unsuccessful bidders.

2. **Security Deposit:** @ 5% of the order value only in the form of DD/ pay order/ Bank Guarantee from Indian Nationalized Bank to be submitted by the successful bidder within 15 days from the date of receipt of Purchase order. However, exempted for NSIC, MSME & DGS&D registered vendors. & PSU bidders However SD can be submitted 50% by the bidder & balance 50% can be adjusted against their R/A Bills. Security Deposit will be discharged and returned to the supplier only after successful completion of supplier’s obligation under the contract.

   As and when an amendment is issued to the contract, the supplier / contractor shall within 15 days of the 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 will be discharged and returned to the supplier / contractor on completion of supplier’s / contractor’s obligations under the contract including any warranty obligation as specified in the contract.

3. **Performance Guarantee:**

   The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid till completion of obligations under the contract.

   The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.
While submitting request for release of Security Deposit / PBG after completion of awarded job, contractor shall submit necessary SD / PBG details, P.O details and execution details as per requirement of BCL.

NOTE:
- In case, Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of the value of SD / PBG per month or part thereof, will be applicable for the delay period which will be deducted from party’s bill.
- MSE vendors may opt for submission of SD / PBG as per their choice.

4. **Payment:** 100% Payment will be made after 30 days of Inspection, receipt and acceptance of material at Stores Department.

5. **GST:** As regards GST, the bidder shall give compliance regarding documentation / monthly returns to ensure Input Tax Credit (ITC) of BCL, failing which, BCL will deduct the resultant amount. BCL also reserves the right to keep the payment on hold of GST amount till the receipt of ITC by BCL is ensured. While submitting your invoice the party shall mention their GSTIN in their Invoice(s).

6. **Validity:** Offer should remain valid for a period of 90 days from the date of opening of techno-commercial bid.

7. Quoted/order rates should remain firm till completion of the supply and price variation shall not be entertained. No advance payment shall be made.

8. **Rejection:** Materials, if found rejected, shall be replaced as per the information of Maintenance Department at free of charges.

9. **Quantity variation:** Order quantity may vary ± 30% on the same rate and terms & conditions. BCL reserves the right to place repeat order for 75% of original order quantity at the same rate & terms of original order. However consent of the supplier will be taken before placing the repeat order.

10. All corrections (if any) must be signed at the appropriate place by the signatory of the bidder; otherwise, tender will be considered as invalid.

11. **Liquidated Damages:** In the event of failure to complete the job within the stipulated date, BWT reserve the right to recover a sum of 0.5% for every week or part thereof by way of LD subject to maximum limit of 10% of the ordered value.

12. **Risk Purchase:** In the event of your failure to complete the job, BWT reserve the right to procure the items mentioned in our Purchase order from alternative source on Risk Purchase Basis and recover the extra thereof, if incurred, from you.

13. **Arbitration:** All question, disputes or difference 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 difference and the same shall be referred to the adjudication of sole Arbitrator.
CMD-BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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 processing’s of the Arbitration shall be held in Kolkata.

14. Jurisdiction- Any legal dispute that may arise will be settled within the jurisdiction.

15. Price shall be- F.O.R. destination.

16. An Unconditional acceptance of all notes, terms & conditions of the tender must be given along with the Part - 1 offer.
Part – II PRICE BID

1. The rates will remain firm till completion of supply.
2. The rates should be quoted both in figures and words. In case of difference, rate quoted in Words will be considered.
3. Over writing in price figure of the quotation will be rejected.
4. The rates for both the categories shall be submitted in the following format.
5. **Lowest bid will be evaluated against individual item-wise (all inclusive) received from the bidder(s) against the tender.**
6. Bidders are requested submit their prices as per following Price Bid Format.

**PRICE BID FORMAT**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Spares</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Rate</th>
<th>GST @</th>
<th>Total Amount (all inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Hydraulic Jack Integral Remote Hydraulic Pump type, Capacity-30 Ton with Safety Lock Nut and Screw Ram with traversing Base. (As per technical specification of the tender)</td>
<td>Nos.</td>
<td>06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Hydraulic Jack Integral type, Capacity-35 Ton with Safety Lock Nut and Screw Ram. (As per technical specification of the tender)</td>
<td>Nos.</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Hydraulic Toe Jack Integral Pump type for Rail line lifting, Capacity-15 Ton with Safety Lock Nut and Screw Ram. (As per technical specification of the tender)</td>
<td>Nos.</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Braithwaite & Co. Limited