



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 / PUR/AKK /500 BOXNS /808/ Bogie

Dated 04.01.2017

To,
M/s.

“Sealed offers in two bid systems are invited from RDSO recommended vendors for supply of 808 sets of Bogies suitable for BOXNS (Design-F) wagon as per RDSO drawing & Specification against 25 Ton axle Load BOGIE (LWLH25) as per Drg. / Spcn. No.WD-15012-S/02 (with latest Rev./Alt.) .

- 1. Closing of tender Box: 14.30 hrs. on 13.01.2017**
- 2. Opening of Part-I bid of the tender: 15.00 hrs. on 13.01.2017**

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 GM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata–700 043.

The techno commercial bid (Part-I) of the tender shall be opened on **13.01.2017** 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 and offer can be submitted meeting the tender requirements.

For Braithwaite & Co. Ltd.

Contd.....P/2

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

- 1) Copy of the valid RDSO approval certificate/ Proto approval for the tendered item.
- 2) Copy of Sales Tax / VAT registration.

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

Supply of 808 sets LWLH25 BOGIE i.e. 25 Ton Axle Load BOGIE (LWLH25) , suitable for BOXNS (Design-F) wagon, as per Drg. / Spcn. No.WD-15012-S/02 (with latest Rev./Alt.) require.

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

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.

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

General 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 to 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 with 30 days credit period 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. In case Proforma Payment is claimed by the bidder, the same will be paid for material value only. Taxes & Duties shall be paid on submission of final bill. For proforma payment, cheque will be handed over at the time of receipt of materials. For quoted rate with proforma invoice payment term, interest shall be loaded for one month for price comparison purpose with quoted rate with 30 days credit payment term.
- 7) Bill certifying authority: In-Charge Production, Clive Works / VW of BCL or his authorised representative.
- 8) Delivery: Delivery will be in the phase manner and to be completed within 31st March'2017.
- 9) Inspection: By RDSO.
- 10) Terms of Delivery: Free to our Clive Works, 5, Hide Road, Kolkata – 700 043 / VW.
- 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) A copy of un-quoted price bid (without price) should be given in Part-I offer mentioning in relevant column as 'Quoted' or 'Not Quoted'.
- 14) 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.
- 15) Guarantee / Warranty: The supplier will give Warranty / Guarantee for the supplied items for a period of 24 months from the date of placing in service or commissioning or 30 months from the date of completion of supply, whichever is earlier. Warranty should cover material and workmanship.

The supplier warrants that the goods supplied under the contract are new, unused and free from defects and faults in design, material & workmanship and Manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract / order specifications and samples, if any and shall be operable, if operated properly.

The supplier shall if required, replace or repair the goods or such portion thereof as is rejected by the purchaser free of cost at ultimate destination or at the option of purchaser, the supplier shall pay to the purchaser the value thereof at the contract price or in the absence of such price as decided by the purchaser and such other expenditure and damages as may arise by reason of breach of the conditions herein specified.

16) 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.

17) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid.

18) Price Bid part shall be opened only if Part-I is qualified.

19) Liquidated Damages : In the event of failure on the part of the supplier 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.

20) Risk Purchase : In the event of failure on the part of the supplier 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.

21) 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 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.

22) Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

23) 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.

24) Evaluation of lowest bid shall be on the basis of lowest net landed cost to BCL. Accordingly, lowest bid evaluation shall be for tendered item of BOXNS wagon as per Price Bid Format considering lowest total rate per Bogie set, net of VAT, received from a bidder with delivery up to BCL's Works.

25) Splitting of Order:- BCL reserves the right to place order between L-1 bidder & others bidder to split the tender quantity. In case splitting of tender quantity ratio shall be considered as 60:40.

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

26) 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.

27) 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 C.E. Gate pass no. & date if, applicable should be mentioned in the challans and bills. All consignments must be accompany challans, D.M. / I.C., test certificate and Excise Gate Pass whenever applicable.

b) At the time of collection of the receipted challan, it should be ensured that the challan acknowledges the receipt of DM/IC 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 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 submitted in triplicate duly supported by receipted challan & other relevant documents.

28) 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.

29) Taxes & duties shall be paid at actuals as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.

30) 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.

D. 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 VAT / S. Tax / Excise Duty 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.

E) Price Bid Format

Description	Tendered quantity	Basic rate/ set (Rs.)	Excise Duty / set (Rs.)	VAT/ CST / set (Rs.)	Freight & Insurance charge /set, if any, for delivery upto BCL's CW/ VW , Kolkata. (Rs.)	Total rate / set (in Rs.)
	(A)	(B)	(C)	(D)	(E)	F=(B+C+D+E)
Supply of 25Ton Axle Load Bogie (LWLH25) suitable for BOXNS (Design-F) wagons as per relevant drawings and latest specification of RDSO	808 sets					

For Braithwaite & Co. Ltd.