



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43,

TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413

E MAIL: purchase@braithwaiteindia.com, FAX:91 (033)2439 7632 / 2439 5607

CIN: U74210WB1976GOI030798

TENDER NO: BCL/RD/DG (388)/BOBRNHSM1/2018 (R)

February 22, 2018

To,

M/s. _____

“Sealed offers in two bid systems are invited from RDSO approved vendors for supplies of 49 BD Draft Gear as per RDSO Drawing & Specification against BOBRNHSM1 Railway Wagons”.

The offer shall consist of two bid types:

1. Part-I : Techno-commercial bid
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 3rd envelope, sealed & super scribed with our Tender No, Date and Due date.

Closing of tender Box : 14.30 hrs. on 07.03.2018
Opening techno-commercial bid of the tender : 15.00 hrs. on 07.03.2018

Sealed Tender addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd, 5, Hide Road, Kolkata-700 043 or 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 within 07.03.2018 at 2.30 P.M

The Techno-commercial bid shall be opened on 07.03.2018 at 3.00 P.M. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part-II), the bidders may depute their authorized representative to be present as witness. However, only the techno-commercially acceptable bidders shall be intimated before opening of the price bid. Price Bids (Part-II) shall be opened at a different date for which separate intimation will be sent to techno-commercially acceptable bidders.

Tender documents can also be downloaded from our website www.braithwaiteindia.com and offer can be submitted meeting the tender requirements.

A. PART I: TECHNO-COMMERCIAL BID:

1 Following documents to be submitted along with the offer:

- Copy of the valid RDSO approval certificate for the tendered item(s).
- For NSIC/MSME/SSI registered bidders, copy of valid documents along with indication for ownership (i.e. whether the owner is of SC / ST category). In case, the owner is of SC / ST category, necessary documents is to be submitted.
- Copy of GST registration.

2. Scope Of Supply of Draft Gear (Item Description & Specification):

Supply of 388 sets 49 BD High Capacity Draft Gear suitable for BOBRNHSM1 wagon, as per Spcn. No.49-BD-08 with Amend.1 of Sep'16 (or latest) and Drg. No. WD-81010-S-03 Alt.10, It.19 (or latest).

The High Capacity Draft Gear should be strictly as per all the requirement of RDSO's relevant specifications & drawings of latest amendment / alterations and shall be suitable for fitment on BOBRNHSM1 wagon.

The supplier shall be responsible for supply of Draft Gear of the above wagons as required for meeting relevant specifications, drawing, items, quantities etc.

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.

3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid.
4. Offer should remain valid for 90 days from the date of opening of this tender.
5. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
6. 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.
7. BCL reserves the right to split the order among two or more parties as per tender conditions.
8. BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.
9. An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).

B. GENERAL TERMS & CONDITIONS:

1. Payment Terms: Payment will be made with 30 days credit after submission of bill with relevant documents.
 - Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
 - Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
 - BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
2. Delivery: Delivery of the materials shall be as per our requirements and completion within 31.03.2018.
3. Terms of Delivery: Free to our Victoria Works.
4. Bill certifying authority: Works Manager (I/C) – CW & VW or his authorized representative.
5. 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.
6. Guarantee / Warranty: The High Tensile Centre Buffer Coupler shall be new, reliable and in good condition. The supplier shall guarantee the Coupler for 24 months from the date of receipt of goods or 30 months from the date of dispatch whichever is later. The warranty / Guarantee shall be against defective workmanship and materials. Even providing Guarantee, suppliers are responsible for the quality of the materials, workmen ship, smooth operation etc. This warranty will be in the same line as you are given to Railways against Railway Board Contract. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective Coupler within 4 weeks from the date of receipt of intimation at free of cost.
7. Quantity Variation & Repeat Order Clause: BCL 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.

BCL also reserve the right to place repeat order for a maximum of 75% of the ordered quantity & value at the same rate, terms & conditions.
8. 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.
9. 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.
10. 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. 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.

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

11. **Evaluation of Lowest Bid:** Evaluation of bids shall be on the basis of lowest landed price received from a bidder with delivery up to BCL's Victoria Works, Kolkata.
12. BCL reserves the right to split the tender quantity to one or more vendors for each of the item. Initially, the order will be reserved for L1 bidder for 60% of tendered quantity and for rest 40% counter offer for acceptance of L1 rate may be issued to the other bidders in order of L2, L3, L4 etc. In case L2, L3, L4 etc. do not accept counter offer, the entire tendered quantity shall be awarded on L1 bidder.
13. **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.
14. 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.
15. All columns of Price Bid Formats shall have to be properly filled in respect of each of the item.

C. 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) 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.

Price Bid Format for 49 BD High Capacity Draft Gear:

Item Description	Tendered quantity	Basic rate per Draft Gear set	Freight, Insurance etc. charge per Draft Gear set, if any, for delivery upto BCL's Victoria Works, Kolkata.	HSN Code & GST %	Landed rate per DRAFT GEAR set (Rs.)
Supply of 49 BD High Capacity Draft Gear suitable for BOBRNHSM1 wagon, as per Spcn. No.49-BD-08 with Amend.1 of Sep'16 (or latest) and Drg. No. WD-81010-S-03 Alt.10, It.19 (or latest).	388 sets				