



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking under Ministry of Railways)
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CIN: U74210WB1976G01030798

TENDER NO: BCL/RD/PIPE & JOINTS FOR AIR BRAKES /750 BOXNHL/2019

February 6, 2019

To,
M/s. _____

“Sealed offers in SINGLE bid systems are invited from RDSO approved vendors for supplies of 550 sets Pipe & pipe joints for Air Brakes as per RDSO Drawing & Specification & Revised thickness of pipe against BOXNHL (MBS) Wagons”.

GENERAL TERMS & CONDITIONS:

1. Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd., 5 Hide Road, Kolkata – 700043. The offer will be opened on **12.02.2019 at 3 P.M.** Bidders may depute their representative during opening of the tender. Your quotation/offer must remain valid for 90 days

2 **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.
- For start-up MSE vendor's relaxation in experience & Turnover will be applicable as per norms
- A declaration of UAM (Udyog Aadhar Memorandum) number by MSE bidders of CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy of MSMEs order,2012.

3. **Scope Of Supply of Coupler (Item Description & Specification):**

Supply of 550 sets Pipe & Pipe joints for Air Brakes of BOXNHL (MBS) wagon incorporating Twin Pipe Air Brake System (consisting of Brake Pipe, Feed Pipes & Branch Pipes etc.) as per RDSO Spec. No. 04-ABR-2002 with Amendment No.8 of Sep'16 or latest suitable for BOXNHL (MBS) (Design-D) wagon.

Thickness of Pipe shall be as per latest RDSO Check Sheet

- The supplier shall be responsible for supply of Pipe & Pipe joints for Air Brakes of BOXNHL (MBS) wagon as required for meeting relevant specifications, drawing, items, quantities, thickness of pipes 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.

Details Drawing No., Specification & Quantity are follows:.

Item Descriptions	Qty.	Drawing No.	Specification. No.
Pipe & Pipe joints for Air Brakes of BOXNHL (MBS) wagon incorporating twin pipe air brake system (consisting of brake pipe, feed pipes & branch pipes etc)	550 sets	WD-09034-S-11, Alt.2 or latest.	04-ABR-2002 with 8 Amendments – Last amend. No.8 issued in Sept'2016

4. The Offer should be completed in all respects duly signed. The unsigned offer will be rejected.
5. BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
6. **Payment Terms:** Payment will be made within 30 days from the date of supply of materials / submission of bill with all relevant documents. In the event of non-acceptance of payment terms, BCL may reject the offer. MSME vendors may avail their payment through TRe Ds platform.
 - 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.
7. **Bill certifying authority:** In-Charge Production, Clive / Victoria Works of BCL or his authorised representative.
8. **Delivery:** Our required quantity per month is 150 sets and shall be completed within 31.07.2019. Supply shall commence after getting confirmation from BCL.
9. **Inspection:** Subject materials shall be to RDSO's inspection at your premises before despatch. It will be supplier's responsibility to contract RDSO Inspector. Supplier will carry out necessary testing at your cost as per advice of the Inspector and the test report / DM copy (if required) will be submitted along with your supply challan.
10. **Terms of Delivery:** Free to our Clive Works, 5 Hide Road, Kol-43 / Victoria Works, P-61, C.G.R. Road, Kolkata – 700 043.
11. Bidders are expected to quote for full tendered quantity. Offered quantity shall 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. 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.
14. **Guarantee / Warranty:** The supplier will give Warranty / Guarantee for the supplied items for a period of 24 months from the date of commissioning of the relevant wagons or 30 months from the date of completion of supply, whichever is earlier. Warranty should cover design, material and workman-ship. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective item within 4 weeks from the date of receipt of intimation at free of cost.
15. **Quantity Variation Clause:** The purchaser 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.

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.
16. **Liquidated Damages:** In the event of failure on the part of the supplier to complete the awarded P.O within the stipulated completion period, BCL 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.
17. **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 Supplier as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.
18. **Arbitration:** All questions, disputes or differences whatsoever shall, arise between the purchaser and the supplier / contractor 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 an arbitrator who is not connected with either 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 proceedings of the Arbitration shall be held in Kolkata.

19. Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
20. **Evaluation of lowest bid** shall be on the basis of **lowest rate Net of GST per set** received from a bidder as per Price Bid Format.
21. **Despatch Memo (DM)** issued by RDSO must accompany with challans. Materials will not be accepted without DM. However, DM reference should be mentioned in the respective challans. However, supplier's responsibility will cease only after materials are received in BCL-store in good condition along with relevant documents.
22. **Splitting of Order:** BCL reserves the right to split the order among two or more parties as per discretions of BCL in the ratio 60:40 between L-1 & other bidders through counter offer but the same shall be subject to taking care of latest RDSO's norms.
23. Invoices should be in triplicate duly supported by receipted challan & other relevant documents.
24. 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.
25. An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer. In case the L-1 bidder does not submit unconditional acceptance / does not agree to all terms & conditions of the tender / is not techno-commercially eligible, his bid will be rejected and next bid (s) will be considered for evaluation.

26. Submission of Price:

- The bidder should quote rate(s) as per Format.
- The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
- Quoted rate should clearly indicate GST & HSN Code .
- No over writing or correction will be allowed.

Description of items	Qty	Basic rate per set.	Freight charge per set	GST / Set.	Total landed cost per set.	Net of GST per set (As per evaluation criteria)
(A)	(B)	(C)	(D)	(E)	F = (C + D + E)	G = (F - E)
Supply of Pipe & Pipe joints for Air Brakes of BOXNHL (MBS) wagon incorporating Twin Pipe Air Brake System (consisting of Brake Pipe, Feed Pipes & Branch Pipes etc.) as per RDSO Spec. No. 04-ABR-2002 with Amendment No.8 of Sep'16 or latest suitable for BOXNHL (Design-D) wagon. Thickness of Pipe shall be as per revised RDSO Check Sheet).	550 sets					

For BRAITHWAITE & CO. LIMITED