



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

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

TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX :91 (033)2439 7632 / 2439 5607

E MAIL: purchase@braithwaiteindia.com, Website: braithwaiteindia.com

CIN: U74210WB1976GOI030798

TENDER NO. BCL/PUR/AB/ Auto CAD Soft ware/19

Dt. 19.03.2019

To,
M/s. _____

“SEALED OFFERS IN SINGLE BID System (Techno-commercial with price bid) for supply of the following items to be supplied at Victoria Works , Kolkata -700043.

Sl. No.	Item Description & Specification	Required Qty
01	Arehitecture Engineering & Construction Collection IC Commercial New Single User ELD 3 years subscription (Auto CAD licensed version)	01 no.

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid
- ii. Part-II : Price Bid.

These two parts shall be inserted separately in 2 (two) sealed envelopes super scribing tender number and part number. These two envelopes shall be put in 3rd envelope and all the envelopes shall be super scribed with our Tender No., Part No., Box No. and Due date.

Sealed Tender, addressed to Sr Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 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 26.03.2019 (**due date**) by 2.30 P.M.

Both the bids shall be open on 26.03.2019 **at 3.00 P.M.** During opening of Bid, the bidders may depute their authorized representative to be present as witness.

FOR **BRAITHWAITE & CO. LIMITED**

General Terms & Conditions:

1. Price quoted or order rate(s) should remain FIRM up to end of the contract period. During the period of contract, no request shall be entertained for any hike in the rates due to any reason whatsoever.
2. Offer shall remain valid for 90 days from the date of opening the tender.
3. **Liquidated Damages:** In the event of failure on the part of the contractor to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof vehicle wise, by way of LD subject to a maximum of 10% of the ordered value apart from other penalties.
4. **Risk Purchase:** In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.
5. **Arbitration:** All questions, disputes or differences whatsoever if arise between the purchaser and the 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 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.

6. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
7. **Payment terms:**Our standard payment items is 100% payment with 30 days credit shall be made from the date of receipt of bill duly supported by receipted challan / documents for delivery of materials. Bills will be certified by Manager (ERP) / his authorized representative of BCL.

Common Note for Payment

- All Challans, Invoices should be in the form as specified by GST authority.
 - Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
 - BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing Input Tax Credit (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.
8. Termination of Contractor :- BCL reserves the right to terminate the order at any point of time in case of non- performance / non- compliance of delivery schedule / poor quality of materials by giving 7 days notice.
 9. Party should mention GST compliance Invoice and Challan (if any) & mention GSTIN Number in your offer.
 10. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, any correction in price bid may result in rejection of Bid.

11. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation
12. committee / purchaser may demand further clarification / documents if required.
13. Quantity variation :- Contract period may vary depending upon our requirement to the extent of +/- 30% of ordered quantity at the same rate, terms & conditions as per discretion of BCL.
14. Mode of Delivery :- Free to our Victoria Works , Kolkata -43
15. Lowest Bids shall be evaluated on the basis of L-1 price received against each item against the tender received from bidder.
16. Guarantee / Warranty shall be as per OEM norms/standard.
17. GST extra as applicable.
18. delivery :-Free delivery to Victoria works within 30 days from received of purchase order.

Part – II : Price Bid

- i. This part must be free from any condition and signed with stamp, price bid without signature shall not be considered
- ii. The quoted rate shall be mentioned in figures as well as in words. In case of difference, rates quoted in words shall only be considered.
- iii. Any Correction in the price bid must be stamped and signed by the signatory authority.

PRICE BID FORMAT

Sl. No.	Item Description	Qty (No)	Unit Rate (Rs.)	GST (Rs.)	Total Amount (Rs.)
01	Arehitecture Engineering & Construction Collection IC Commercial New Single User ELD 3 years subscription (Auto CAD software license version)	01			

Note :- Bidders may quoted their rates as per above Price Bid Format. Only OEM or their authorized dealer can be submitted their offer.

For BRAITHWAITE & CO. LTD.