



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)  
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**CIN: U74210WB1976GO1030798**

**TENDER NO: BCL/RD/BMBS (Rate Contract)/1500/2019**

**March 30, 2019**

To,  
M/s. \_\_\_\_\_

**“Sealed offers in SINGLE bid type are invited from RDSO approved vendors for supply of Bogie Mounted Brake System (for Twin Pipe Brake System without ‘K’ type Brake Block) on Rate Contract Basis for a period of one year as per RDSO Drawing & Specification”.**

### **1. GENERAL TERMS & CONDITIONS:**

Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope. The sealed envelope should be 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 **09.04.2019** (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened. The offer will be opened on 09.04.2019 **at 3 P.M.** The envelope should be superscripted prominently as **“TENDER FOR SUPPLY OF BMBS against Tender Number BCL/RD/BMBS (Rate Contract)/1500/2019 dated 30.03.2019, Box No.2 and Due date 09.04.2019”.**

### **2. INTENTION OF RATE CONTRACT:**

Braithwaite & Co. Ltd., (BCL) expects to receive orders from different type of WAGONS. For execution of the different wagons, the Bogie Mounted Brake System (for Twin Pipe Brake System without ‘K’ type Brake Block) are required. Hence, BCL intends to enter into Rate Contract Agreement with suppliers for supply of 1500 sets of BMBS. Based on the agreed rates to be finalized, BCL will place Purchase Orders for different jobs from time to time.

### **3. PERIOD OF RATE CONTRACT:**

The Rate Contract Agreement shall remain valid for one year. BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance. Bidder's quoted rate against this tender should remain valid till such time.

### **4 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.

### **5. Scope Of Supply of BMBS (Item Description & Specification):**

Supply of 1500 sets of Bogie Mounted Brake System (for Twin Pipe Brake System without ‘K’ type Brake Block) as per Spcn. No.WD-23-BMBS-2008 (Rev.1 with Amenment-1 of Sep'16 (or as per latest revision /amendment) and Drg. No. WD-08093-S-2 Alt.3 & WD-08096-S-01 Alt. 2 (or latest) .

- The supplier shall be responsible for supply of BMBS 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.
6. Offer should remain valid for 90 days from the date of opening of this tender.
  7. Alteration, inclusion, deviation will not be allowed once the bid is submitted.

8. 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.**
9. **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. Relaxation & reservation for MSME & STAT-UP Companies shall be as per standard norms.
10. BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.
11. **Payment Terms:** Payment will be made with **30 days CREDIT** from the date of submission of bill with relevant documents. However, in case of non-acceptance of payment terms, BCL may reject the offer.
  - 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.
12. **Delivery:** Delivery of the materials shall be **as per our requirement basis from time to time**. Monthly requirement of coupler for a month shall be intimated by Production department on or before 1<sup>st</sup> date of every month.
13. **Terms of Delivery:** Free to our Clive / Victoria Works.
14. **Bill certifying authority:** Works Manager (I/C) – CW & VW or his authorized representative.
15. 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.
16. **Guarantee / Warranty:** The Upgraded 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.
17. **Quantity Variation & Repeat order Clause:** : The quantity given in tentative. 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 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.
18. **Liquidated Damages :** In the event of failure on the part of the supplier to complete the awarded job within the stipulated 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.

***10<sup>th</sup> date of every month shall be the cut-off date for consideration of LD for the 30 days period preceding it. Monthly requirement shall be notified on or before 1<sup>st</sup> date of every month. Said delivery is to be completed between 10<sup>th</sup> of that month and 10<sup>th</sup> of next calendar month failing which LD will be imposed for the delay period & delayed quantity at the rate specified above.***
19. **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 supplier.
20. **Arbitration :** All questions, disputes or differences whatsoever shall arise between the purchaser and the contractor / 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 adjudicator of sole arbitrator. CMD 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.

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

21. **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.
22. **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.
23. **Evaluation of Lowest Bid:** Lowest bid shall be evaluated on the basis of **lowest rate Net of GST** per set quoted by a bidder as per Price Bid Format for supply of BMBS.
24. All columns of Price Bid Formats shall have to be properly filled in respect of each of the item.
25. The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
26. 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.
27. ***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.***

**Price Bid Format:**

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)	<b>F = (C + D + E)</b>	<b>G = ( F - E)</b>
<b>Supply of</b> Bogie Mounted Brake System (for Twin Pipe Brake System without 'K' type Brake Block) as per RDSO Drag. & Spen.	1500 sets					

**DECLARATION OF THE TENDERER**

**Annexure**

Ref. Your Tender No. \_\_\_\_\_ dated \_\_\_\_\_

1. **NAME OF THE PARTY** :
2. RDSO approval : Developmental vendor / Established approved vendor
3. FIRM PRICE : Agreed / Not agreed
4. ADDRESS / E-MAIL / PHONE FOR COMMUNICATION :
  - Address :
  - Contact Person :
  - E-mail :
  - Mobile No. :
5. Category : General / MSME / MSME owned by SC / ST / MSME owned by Women  
(Tick the appropriate category).
6. Whether Start-up Companies : Yes / No
7. Payment Terms : Accepted / Not accepted
8. Delivery : Accepted / Not accepted
9. Quantity variation clause (30% of tendered quantity) : Accepted / Not accepted
10. Repeat Order (75% of tendered quantity) : Accepted / Not accepted
11. PAN No. :
12. GST No. :
13. Other terms & conditions of tender : Agreed / Not agreed

The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage. I / we have carefully read and understood all the terms and conditions of the tender specified in above mentioned Tender Document. The Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of  
\_\_\_\_\_  
(Name of Tenderer)

Date :

Place :