



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

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CIN: U74210WB1976GOI030798

TENDER NO: BCL/RD/CRF (Rate Contract)/BOXNHL/2019

March 26, 2019

“Sealed offers in SINGLE bid type are invited for supplies of Cold Rolled Formed Sections (CRF Sections for Body Side, Body End & Door of BOXNHL Wagons on Rate Contract Basis for the period of one year as per tender conditions”.

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 02.04.2019 (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 02.04.2019 **at 3 P.M.** The envelope should be superscripted prominently as **“TENDER FOR SUPPLY OF CRF Sections against Tender Number BCL/RD/CRF (Rate Contract)/BOXNHL/2019 dated 26.03.2019, Box No.2 and Due date 02.04.2019”.**

2. INTENTION OF RATE CONTRACT:

Braithwaite & Co. Ltd., (BCL) expects to receive orders from different Zonal Railways for fabrication of different sub-assemblies. For execution of the different subassemblies such as Side Body, End Body & Flap Door, the CRF sections are required. Hence, BCL intends to enter into Rate Contract Agreement with suppliers for supply of the different sections CRF. 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 are 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 certificate.

5. Scope of Supply for CRF Sections for Side Body, End Body & Door of BOXNHL Wagons:

Supply of CRF Sections for Side Body, End Body & Door as per RDSO Specification No. WD-01-CRF-12, Rev.1 with latest amendment & latest alternation suitable for BOXNHL Wagon.

Tentative quantities of different subassemblies shall be as follows:

A. CRF Section for each Side Body consisting of the following items:

Sl. No.	Item Description	Drg. No. & Item No.	Dimension / Size	Length (mm)	Material Spec.	Qty. for each set	Total qty.
1	Side Top Coping	WD-09034-S-22, Alt.9, or Latest Alt., Item -1	CH: 75 x 110 x 7 thk	10044	IRS-M44	1	2500 sets
2	Body Side Stanchion (Hat Section)	WD-09034-S-22,Alt.9 or Latest Alt., Item - 4	HAT: 58 x 110 x 160 x 110 x 58 x 8 thk	2116	IRS-M44	6	
3	Side Middle Coping	WD-09034-S-22,Alt. 9 or Latest Alt., Item -9	Angle: 71 x 40 x 4thk	1504	IRS-M44	6	
4	Side Middle Coping (DOOR WAY)	WD-09034-S-22,Alt.9 or Latest Alt., Item.-10	Angle- 71 x 40 x 4thk	1530	IRS-M44	2	
5	Door Way stiffening Cross Bar	WD-09034-S-22,Alt.9 or Latest Alt., Item -11	CH-36x145x4 thk	153	IRS-M44	2	

B. CRF Section for each Door consisting of the following items:

Sl. No.	Item Description	Drg. No. & Item No.	Dimension / Size	Length (mm)	Material Spec.	Qty. for each set	Total qty.
1	Door Frame (Horizontal)	WD-09034-S-22, Alt.9, Item-8A	Ch-36 x 45 x 4 thk	1450	IRS-M44	2	10,000 sets
2	Door Frame (Vertical)	WD-09034-S-22, Alt.9, Item-8B	Ch-36 x 45 x 4 thk	765	IRS-M44	2	
3	Door Frame (Centre)	WD-09034-S-22, Alt.9, Item-8C	Ch-36 x 45 x 4 thk	672	IRS-M44	1	

C. CRF Section for each End Body consisting of the following items:

Sl. No.	Item Description	Drg. No. & Item No.	Dimension / Size	Length (mm)	Material Spec.	Qty. for each set	Total qty.
1	End Stanchion	WD-09034-S-22, Alt.9, Item-2	HAT: 54 x 125 x 100 x 125 x 54 x 4 thk	2092	IRS-M44	4	1000 sets
2	End Top Coping	WD-09034-S-22, Alt.9, Item-6	CH:170 x 75 x 4 thk	3196	IRS-M44	2	
3	Cross Stringer	WD-09034-S-22, Alt.9, Item-12i	Angle: 50 x 50 x 5thk	389	IRS-M44	1	
1	Corner Stanchion (CRF)	WD-09034-S-22, Alt.9, Item-5	Angle-110x110x8 thk,	2122	IRS-M44		1000 nos.

- The above CRF sections should be strictly as per all the requirement of RDSO's relevant specifications & drawings of latest amendment / alterations and shall be suitable for BOXNHL 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.

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. Bidder will quote their price in the following two ways:

(i) Bidder will supply the complete CRF in set. Accordingly, bidder shall quote price on per set & per kg basis for each of the 3 items above.

AND

(ii) Bidder should quote their price for manufacturing of CRF only considering all other charges except Raw Steel.

(However, for manufacture of CRF, BCL will supply the Raw Steel in any size & thickness in equivalent tonnage. All other costs as applicable for manufacturing of CRF including Transportation Cost for collection of raw materials from BCL & supply the finished goods (finished CRF) to BCL shall be borne by supplier and the quoted rates shall include the same. No request for any additional cost shall be entertained due to any reason whatsoever).

10. **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.

11. BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.

12. **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.

13. **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 1st date of every month.

14. **Terms of Delivery:** Free to our Clive / Victoria Works.
15. **Bill certifying authority:** Works Manager (I/C) – CW & VW or his authorized representative.
16. 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.
17. **Guarantee / Warranty:** The CRF shall be new, reliable and in good condition. The supplier shall guarantee the CRF 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.
18. **Quantity Variation & Repeat order 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 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.
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.

10th 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 1st date of every month. Said delivery is to be completed between 10th of that month and 10th of next calendar month failing which LD will be imposed for the delay period & delayed quantity at the rate specified above.
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 supplier.
21. **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.
22. **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.
Further, 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.
23. **Evaluation of Lowest Bid:** Evaluation of bids shall be on individual item basis considering the complete CRF set (including all cost) and CRF price (excluding Raw Steel) as per price bid format of (A) & (B). However, lowest bid shall be evaluated on the basis of lowest RATE Net of GST for each of the item received from a bidder. BCL reserves the right to place order for **each item basis** on the basis of lowest rate as above which is more economical to BCL. (Considering the rate for complete set (including all price) and / or price of CRF (excluding raw materials)). Decision of BCL shall be final and binding to all the bidders in this matter
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 or submit the tender document duly signed & stamped as a token of acceptance of tender terms. 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.**

SUBMISSION OF Price:

A. PRICE BID FORMAT FOR COMPLETE SET OF CRF (including all) :

Sl. No.	Description of items	Tentative Qty	Basic rate per set / No.	Freight charge per set / No.	GST / Set / No.	Total landed cost per set / No.	Net of GST per set (As per evaluation criteria)
	(A)	(B)	(C)	(D)	(E)	F = (C + D + E)	G = (F - E)
1	CRF section for Side Body (Considering the above mentioned five items)	2500 set					
2	CRF section for Flap Door (Considering the above mentioned three items)	10000 set					
3	CRF section for End Body (Considering the above mentioned three items)	1000 set					
4	Corner Stanchion	1000 Nos.					

B. PRICE BID FORMAT FOR manufacturing of CRF ONLY (excluding Raw Steel):

Sl. No.	Description of items	Tentative Qty	Basic rate per set / No.	Freight charge per set / No.	GST / Set / No.	Total landed cost per set / No.	Net of GST per set (As per evaluation criteria)
	(A)	(B)	(C)	(D)	(E)	F = (C + D + E)	G = (F - E)
1	CRF section for Side Body (Considering the above mentioned five items)	2500 set					
2	CRF section for Flap Door (Considering the above mentioned three items)	10000 set					
3	CRF section for End Body (Considering the above mentioned three items)	1000 set					
4	Corner Stanchion	1000 Nos.					

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 :