



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/RD/66/71 BD DG (Rate Contract)/BOXNHL/2019

April 3, 2019

“Sealed offers in SINGLE bid type are invited for supply of 1000 SETS OF 66 BD IMPORTED Draft Gear / 71 BD INDIGENIOUS DRAFT GEAR ARRANGEMENT ALONG WITH FOLLOWER SUITABLE FOR FITMENT WITH 70 BD UPGRADED HIGH TENSILE CENTRE BUFFER COUPLER on Rate CONTRACT BASIS 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 12.04.2019 (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 **12.04.2019 at 3 P.M.** The envelope should be superscripted prominently as **“TENDER FOR SUPPLY OF DRAFT GEAR against Tender Number BCL/RD/DG (Rate Contract)/2019 dated 03.04.2019, Box No.2 and Due date 12.04.2019”.**

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 71 BD / 66 BD Draft Gear along with Followers are required. Hence, BCL intends to enter into Rate Contract Agreement with suppliers for supply of 1000 sets of Draft Gear. 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:

A. For 71 BD Indigenous DG:

- 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.

B. For 66 BD Imported DG

- The bidder shall be fully responsible for arranging **IMPORT** of the **Draft Gear along with Follower as per RDSO's Drawing & RDSO Specification No. WD-66-BD-06 with latest amendment & latest alteration** from the AAR approved **Foreign Manufacturer** including all formalities and delivery to BCL's Clive /Victoria Works within their quoted rate.
- The Foreign manufacturer should be AAR approved and Draft Gear along with Follower should meet the requirement of AAR approval in all respect. Copy of valid AAR approval is to be submitted along with the offer.
- The bidder must submit valid authorization letter from the foreign manufacturer. The authorization shall remain valid till completion of all supply, if order is awarded.

4. **Scope Of Supply of 66 / 71 BD Draft Gear with Follower (Item Description & Specification):**

Supply of **1000 sets of Draft Gear** arrangement along with Follower as per RDSO's Drawing No. WD-81010-S-03 Alt.10, Item No.19 & RDSO Specification No. WD-66-BD-06 / WD-71-BD-15 with amendment-1 of sep'16 with latest amendment & latest alternation suitable for BOXNHL WAGON.

 - **Quantity of Destructive Test** for DG shall be as per norms of RDSO. Quantity for the Destructive Test shall be extra against required quantity and COST for the same shall be party's responsibility. However, bidders shall note that **BCL pay only for the good tendered items** for which order shall be placed.
 - The Draft Gear with follower should be strictly as per all the requirement of RDSO's relevant specifications & drawings of latest amendment / alterations and shall be suitable for fitment with 70 BD upgraded High Tensile Centre Buffer Coupler.
 - The 66 BD Draft Gears with followers are to be supplied along with WTC.
 - The 71 BD Indigenous 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 BOXNHL wagon.
 - The supplier shall be responsible for supply of Imported 66 BD Draft Gear OR 71 BD Indigenous 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.
5. Offer should remain valid for 90 days from the date of opening of this tender.
6. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
7. 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.**
8. **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.
9. BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.
10. An unconditional acceptance of tender terms & conditions is to be given along with Offer.
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 1st 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. The **COUNTRY OF ORIGIN** of the offered items should be mentioned in the offer.
16. **Tentative QUANTITY:** 1000 Sets of 66 / 71 BD Draft Gear with Follower as per RDSO Drg. & latest Specification.
17. 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.
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. **Guarantee / Warranty:** The DG 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.

20. **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.

21. **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.
22. **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.

23. **Inspection & Testing for Imported 66 BD DG:**
The manufacturer shall insure at his own cost compliance of quality, specification & testing requirement as required for the above tendered materials. Draft Gear shall meet the requirement of AAR approval (meeting all requirements of supplying to the North American Railroads). All supplies shall accompany with Work Test Certificate (WTC).

Besides, the Draft Gear arrangement along with Follower to be supplied will be checked at BCL's premises by QA (Mech). Dte. of RDSO for fitment, visible defects/ transit damages, along with WTC etc. If Draft Gears are rejected by RDSO Inspector during checking, the supplier will be responsible for replacement of the same free of cost within a reasonable time. In such cases, purchaser (BCL) will not have any liability.

For 71 BD indigenous upgraded high capacity Draft Gear with follower 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 (if required) / DM copy issued by RDSO will be submitted along with 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.

24. **Evaluation of Lowest Bid:**
Evaluation of bids shall be done separately for imported 66 BD Draft Gear with follower and 71 BD indigenous Draft Gear with follower 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 imported DG and / or indigenous DG on the basis of lowest rate as above which is more economical to BCL. Decision of BCL shall be final and binding to all the bidders in this matter
25. All columns of Price Bid Formats shall have to be properly filled in respect of each of the item.
26. The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
27. 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.
28. **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.**
29. All costs as applicable for import of Draft Gear & follower from manufacture country including Custom Duty, Clearing forwarding cost or any other cost up to BCL's Clive / Victoria 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.

30. The supplier shall follow all relevant rules & regulations including statutory conditions as applicable in the manufacturer's country as well as in India and all costs in this regard shall be included in their quoted rate.
31. In the event of rejection of any materials after receipt of supply at BCL's Clive / Victoria Works, the supplier shall be responsible for free replacement of the same within a reasonable time as fixed by the purchaser. In the event the replacement is not received within the specified time, BCL reserve the right to recover necessary cost of the same including forfeiture of the Security Deposit / PBG submitted by the successful bidder.
32. **Security Deposit / Performance Bank Guarantee shall be applicable for supply of 66 BD Imported DG:**
For due fulfilment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser order in the form of Bank Guarantee (as per format provide by BCL) / Demand Draft / Pay order, valid till completion of contract period. The amount of Security Deposit will be 5 % of contract value.
- On due performance and completion of the contract in all respect the security deposit will be returned to the supplier without any interest on certification of concerned department.
 - As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.
 - Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security is to be deposit by the successful bidder on receipt of Purchase order. Balance 50% may be received from running bill.
 - Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.
33. **Performance Bank Guarantee:**
The contractor shall also submit a performance Bank Guarantee for a sum equal to 5% of contract value after receipt of order and before receipt of first payment. The performance Bank Guarantee shall remain valid up to warranty period & transit period. However, Security Deposit, if submitted, can be converted to Performance Guarantee. Even providing Bank Guarantee, suppliers are responsible for the quality of the materials, workmen ship, smooth operation etc. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective Draft gear within 4 weeks from the date of receipt of intimation at free of cost, freight, duty etc. Guarantee period for the replacement Draft gear will start again from the date of replacement of Draft gear. However, Security Deposit, if submitted, can be converted to Performance Guarantee.

SUBMISSION OF PRICE:

A. PRICE BID FORMAT FOR INDIGINOUS 71 BD Draft Gear:

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 INDIGINOUS 71 BD Draft Gear along with follower (for complete set) as per Drg., Specification & Terms & conditions of tender.	1000 sets					

B. PRICE BID FORMAT FOR IMPORTED 66 BD Draft Gear:

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 IMPORTED 66 BD Draft Gear along with follower (for complete set) as per Drg., Specification & Terms & conditions of tender.	1000 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 :