



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043,
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CIN- 'U74210WB1976GOI030798'

TENDER ENQUIRY NO. BCL / PUR / BRN 22.9 / CRF Sections

Dated 17.07.2017

To,
M/s.

“Sealed offers in two bid systems are invited from RDSO approved vendors for supply of 207 wagon sets of Cold Rolled Form (CRF) Sections as per RDSO Drg. No. WD-10072-S-01 Alt.5 and suitable for BRN 22.9MT axle Load Railway Wagon at Clive Works”.

1. Closing of tender Box: 14.30 hrs. on 24.07.2017
2. Opening of Part-I bid of the tender: 15.00 hrs. on 24.07.2017

The offer should comprise of two parts as under:-

Part-I : Techno-commercial bid

Part-II : Price Bid

Both, Part-I & Part-II bids of the quotation shall be inserted in two (2) separate envelopes, being sealed and super-scribed. These two envelopes shall be put into 3rd envelope which should also be sealed and super-scribed our tender no., date, due date & box no. In case of hand delivery, the sealed tender shall be dropped directly in our Tender box no. 2 within due date of tender submission. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Sealed Tender is to be addressed to GM (MM & AW), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata–700 043.

The techno commercial bid (Part-I) of the tender shall be opened on 24.07.2017 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender .The price bids of techno - commercially acceptable bidders only shall be opened for which opening date & time shall be intimated in due course.

Tender documents can also be downloaded from our website www.braithwaiteindia.com and offer can be submitted meeting the tender requirements.

For Braithwaite & Co. Ltd.

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A. Following documents to be submitted along with the techno-commercial bid (Part- I) of the offer:

- 1) Copy of the valid RDSO approval certificate for the tendered item(s).
- 2) 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.

2) The vendor should be GST compliant. They shall mention their GSTIN in their techno-commercial bid.

B. Scope Of Supply :

Supply of 207 wagon sets Cold Rolled Form (CRF) Sections as per Drawing no. WD- 10072-S-01 Alt.5 against 250 nos. BRN 22.9 wagon order. To supply total 29 type of items per wagon set as per enclosed Annexure and suitable for BRN 22.9 wagon.

(The above CRF sections shall be complete in all respect (Size, Tolerance & Shrinkage allowance etc.) as per suitable for BRN 22.9 (DESIGN-'C') wagon as per RDSO Relevant Index Drawing & Design.

NOTE: The supplier shall be responsible for supply of CRF Sections of the above wagon as required for meeting relevant specifications, drawing, items, quantities etc. for the above wagons.

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.

C. The Techno-Commercial Bid (Part-I) :

General Terms & Conditions:

- 1) Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in respective / proper envelope.
 - 2) The Offer (Part-I & Part-II) should be completed in all respects duly signed and shall have no discrepancies. In case, prices are quoted in techno-comm. bid, the offer will be rejected.
 - 3) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
 - 4) BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
 - 5) Offer shall remain valid for 90 days from the date of opening the tender.
 - 6) Payment Terms: 100% payment will be made with 30 days credit from the date of submission of bills with all relevant documents duly certified. However, payment shall be released after receipt of materials at BCL in good condition.
- 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 documents / monthly return to ensure availing in put tax credit (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.**
- 7) Bill certifying authority: In-Charge Production, Clive Works of BCL or his authorised representative.
 - 8) Delivery: As per our production requirement and completed with 31.12.2017.
 - 9) Inspection: By RDSO.
 - 10) Terms of Delivery: Free to our Clive Works, 5, Hide Road, Kolkata – 700 043.
 - 11) Bidders are expected to quote for full tendered quantity. However, offered quantity should 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) A copy of un-quoted price bid (without price) should be given in Part-I offer mentioning in relevant column as 'Quoted' or 'Not Quoted'.
 - 14) 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.
 - 15) 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.

16) Quantity Variation : Order quantity may vary \pm 30%. 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.

17) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid.

18) Price Bid part shall be opened only if Part-I is qualified.

19) Liquidated Damages : In the event of failure on the part of the supplier / contractor 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.

20) Risk Purchase : In the event of failure on the part of the supplier / contractor 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 contractor.

21) 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 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.

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

23) All information, documents etc. shall be given in Part-I offer ie; in the Techno-Commercial Bid. Part-II ie, Price Bid shall contain only price part as per prescribed format.

24) Evaluation of lowest bid shall be on the basis of lowest net landed cost to BCL. Accordingly, lowest bid evaluation shall be total lowest rate net of GST per wagon set basis i.e. column 'E' of the price Bid Formatless GST column 'C' received from a bidder as per Price Bid Format.

25) Splitting of Order:- Orders shall be placed as per stipulated norms of RDSO for Part – I & Part – II vendors. BCL also reserves the right to place order for entire quantity on lowest (L-1) bidder in the event L-1 bidder is a Part – I vendor & MSE Company or BCL reserves the right to split the tender quantity.

In case splitting of the tender quantity is decided by BCL, the same shall be in the ratio 80:20 between L-1 & other bidders in general but the same shall be subject to taking care of RDSO's norms and reservation of 20% orders & preference to NSIC/MSME/SSI registered units as per MSMED Act. Initially counter offer to techno-commercially qualified NSIC/MSME/SSI registered bidders shall be issued in order of their ranking position for acceptance of L-1 rate & terms, as required, if quoted prices of such bidders fall within L-1 + 15% range. In case L-1 bidder is a Part – II & non – MSE vendor, preference would be given to other techno-commercially qualified NSIC/MSME/SSI registered vendors for matching the L-1 rate in order of their ranking position, provided the above conditions are fulfilled, for consideration of order as applicable and / or BCL reserves the right for distribution of rest quantities to other bidders through counter offer in order of ranking position. While deciding distribution of orders, reservation of orders for NSIC/MSME/SSI registered bidders with SC/ST ownership as per MSMED act shall be taken into consideration.

In case other bidders including MSEs do not accept counter offers, BCL reserves the right to award for the rest of the quantities to the L-1 bidder (Part – I vendor).

26) Rejection / Replacement: Notwithstanding the fact that the materials have been duly inspected and covered by DM. The supplier shall arrange for free replacement / rectification of rejected / defective components if any, detected during or after fitment at our works, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 days from the date of our advise, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

27) All chalans, invoices should be in the form as specified by the GST authority.

28) Party shall mention the HSN code for the tendered item in their techno-commercial bid along with GST rates.

29) Procedure of Raising Challan / Bill.

a) The B.O. items reference, material code, description, drawing no. & alteration no. of components indicated in our Purchase Order as well as HSN code should be mentioned in GST compliant challans and invoices. All consignments must accompany challans, D.M. / I.C., test certificate whenever applicable.

b) At the time of collection of the receipted challan, it should be ensured that the challan acknowledges the receipt of DM/IC, if any.

c) Challan should be made out of in quadruplicate, out of which two copies will be returned to the supplier duly receipted by our In-Charge (Wagon Stores). One copy of the same must be submitted along with the invoice forwarded to us.

d) Invoices should be in triplicate duly supported by receipted challan & other relevant documents.

31) 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.

32) GST shall be paid at actuals as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.

D. Part-II: Price bid:

1) This part must be free from any condition and signed with stamp.

2) The bidder should quote rate(s) as per Price Bid Format.

3) The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.

4) Quoted rate should clearly indicate GST .

5) 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 bid.

E) Price Bid Format

Description of of items	Tendered quantity	Basic rate/ w-set (Rs.)	GST/ w-set (Rs.)	Freight & Insurance charge /w-set (all inclusive), if any, for delivery upto BCL's Clive Works, Kolkata. (Rs.)	Total rate / wagon set (in Rs.)
	(A)	(B)	(C)	(D)	E=(B+C+D)
Cold Rolled Form (CRF) Sections for BRN 22.9 wagon considering required all type of items per wagon (as per enclosed Annexure) and as per tender conditions.	207 wagon sets				

Note: Quoted rate shall be net of input credit.

For Braithwaite & Co. Ltd.