



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,

TEL (033) 2439-7415, 2439-4114, 2439-6613, 2439-7413. FAX: +91 33 2439 7632 / 5607

E-mail : braithwaite\_co@yahoo.com, web site: [www.braithwaiteindia.com](http://www.braithwaiteindia.com)

CIN- 'U74210WB1976GOI030798'

**TENDER ENQUIRY NO. BCL / PUR /AK/57 BRN22.9 / Air brake Equipments** Dated 29.08.2018

To,  
M/s.

**“Sealed offers in single bid systems are invited from RDSO approved vendors for supply of 57 sets of Graduated release compressed Air brake Equipment (incorporating twin pipe air brake system – BMBS type) suitable for BRN22.9 wagon as per RDSO Drg. No. WD-09065-S-69 , Alt.1 & WD-09065-S-74, Alt.2 at BCL's Clive Works”.**

1. Closing of tender Box: 14.30 hrs. on 07.09.2018
2. Opening of offers of the tender: 15.00 hrs. on 07.09.2018

The offer should comprise of one part as under: -

i) Techno-commercial part & Price part

The above quotation shall be 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 Sr. Manager (Pur), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata–700 043.

The above quotation of the tender shall be opened on 07.09.2018 at 15.00 hrs. Tenderers may deputee their authorized representative during opening of the tender .

Tender documents can also be downloaded from our website [www.braithwaiteindia.com](http://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 Part 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.
- 3) The vendor should be GST compliant. They shall mention their GSTIN in their techno-commercial bid.
- 4) For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.
- 5) A declaration of UAM (Udyog Aadhar Memorandum) number by MSE bidders of CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy of MSMEs order,2012.

**B. Scope Of Supply ( Item description & specification):**

Supply of 57 sets of Graduated Release Compressed AIR Brake Equipment (incorporating Twin Pipe Air Brake System- BMBS type) as per RDSO Spec. No. - 02-ABR-02 with 4 Amendments (Last Amendment–4 of Seot'2016) and RDSO DRg. No. WD-09065–S -69, Alt.-1 & WD-09065 - S- 74, Alt.2 for BRN22.9 (Design-C) wagon of RDSO specification WD-06- BRN -2011 of March'2011.

NOTE: The supplier shall be responsible for supply of [Air brake Equipment](#) 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 part :**

**General Terms & Conditions:**

- 1) The Offer should be completed in all respects duly signed. The unsigned offer will be rejected.
- 2) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 3) BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
- 4) Offer shall remain valid for 90 days from the date of opening the tender.
- 5) **Payment Terms: Payment will be made within 30 days from the date of supply of materials / submission of bill with all relevant documents. However, in the event of non-acceptance of payment terms, BCL may reject the offer. MSME vendors may avail their payment through TReDs platform.**
- 6) Bill certifying authority: In-Charge Production, Clive / victoria Works of BCL or his authorised representative.
- 7) **Delivery: Commence immediately and completion within 30.11.2018.**
- 8) Inspection: By RDSO.
- 9) Terms of Delivery: Free to our Clive Works, 5 Hide Road, Kol-43 .
- 10) Bidders are expected to quote for full tendered quantity. However, offered quantity should not be less than 50% of tender quantity.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.
- 16) 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.

17) 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.

18) 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 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.

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

20) 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 set basis i.e. column 'E' of the price Bid Format less GST column 'C' received from a bidder as per Price Bid Format.

**21) Splitting of Order:- BCL reserves the right to place order on single party/ split the order qty. among two or more parties as per discretion of BCL. However, distribution of the ordered quantities will depend upon the capacity of the individual vendor to supply per month. Also, stipulations of RDSO & reservation for MSME vendors will be maintained.**

22) 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.

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

24) Procedure of Raising Challan / Invoices.

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 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.

25) 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.

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

#### **D. Price Part:**

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/ set. (Rs.)	Freight & Insurance charge /set. (all inclusive), if any, for delivery upto BCL's Works. (Rs.)	GST/ set. (Rs.)	Total rate per set. (in Rs.)
	(A)	(B)	(D)	(C)	E=(B+ D +C)
Supply of <b>Graduated release compressed Air brake Equipment (incorporating twin pipe air brake system – BMBS type)</b> as per RDSO Spec. No. - 02-ABR-02 with 4 Amendments (Last Amendment–4 of Seat'2016) & suitable for <b>BRN22.9 (Design – C) wagon</b>	57 sets				

**NOTE: IN CASE THE L-1 BIDDER DOES NOT SUBMIT UNCONDITIONAL ACCEPTANCE / DOES NOT AGREE TO ALL TERMS & CONDITIONS OF THE TENDER / IS NOT TECHNO-COMMERCIALY ELEGIBLE, BCL RESERVES THE RIGHT TO REJECT THEIR OFFER & NEXT HIGHER BID (S) WILL BE CONSIDERED FOR EVALUATIONS.**

**Note: Quoted rate shall be net of input credit.**

**For Braithwaite & Co. Ltd.**