



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43,
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413

E MAIL: purchase@braithwaiteindia.com, FAX:91 (033)2439 7632 / 2439 5607
CIN: U74210WB1976GOI030798

TENDER NO. BCL/RD/1744 DG /2018 (R)

JuLY 21, 2018

To,
M/s. _____

“Sealed offers in Single bid system are invited from RDSO approved vendors for supply of 1744 sets of 49 BD Draft Gear as per RDSO Spcn. No. 49-BD-08 with Amend.1 of Sep’16 (or latest) and Drg. No. WD-81010-S-03 Alt.10, It.19 (or latest) at Clive / Victoria Works”.

GENERAL TERMS & CONDITIONS:

1. Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd., 5 Hide Road, Kolkata – 700043. The offer will be opened on **30.07.2018** at 3 P.M.
2. 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.
3. Scope Of Supply of Draft Gear (Item Description & Specification):

Supply of 1744 sets 49 BD High Capacity Draft Gear as per Spcn. No.49-BD-08 with Amend.1 of Sep’16 (or latest) and Drg. No. WD-81010-S-03 Alt.10, It.19 (or latest).

The High Capacity Draft Gear should be strictly as per all the requirement of RDSO’s relevant specifications & drawings of latest amendment / alterations. .
4. Offer should remain valid for 90 days from the date of opening of this tender.
5. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
6. 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.
7. BCL reserves the right to place order on single party / split the order among two or more parties as per discretions of BCL. **However, distribution of the ordered quantities will depend upon the capacity of the individual vendor to supply per month.**
8. An unconditional acceptance of tender terms & conditions is to be given along with Offer.
9. **Payment Terms:** Payment will be made within 30 days from the date of supply of materials / submission of bill with relevant documents. **However, 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.
10. **Delivery:** Our required quantity per month is 200 sets. Parties should indicate in the offer the quantity they will be able to supply in each month. Accordingly, the order quantity will be distributed.
11. **Terms of Delivery:** Free to our Clive / Victoria Works.
12. **Bill Certifying Authority:** Works Manager (I/C) – CW & VW or his authorized representative.
13. 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.

14. **Guarantee / Warranty:** The Draft Gear 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, workmanship, 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.
15. **Quantity Variation Clause:** BCL 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.
16. **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.
17. **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 contractor.
18. **Arbitration:** All questions, disputes or differences whatsoever shall, arise between the purchaser and the 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 adjudication of sole arbitrator. 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.
Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
19. **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.
20. **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.
21. **Evaluation of Lowest Bid:** Evaluation of bids shall be on the basis of Lowest Basic price received from a bidder with delivery up to BCL's Clive / Victoria Works, Kolkata. However, bidder must give their break-up price as per our Price Bid Format.
22. All columns of Price Format shall have to be properly filled in respect of each of the item.
23. The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
24. No over writing or correction will be allowed in price. Bid will be treated as cancelled if any over writing or correction is found in the price.
25. 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 Format::

Item Description	Tendered quantity	Basic rate per Draft Gear set	Freight, Insurance etc. charge per Draft Gear set for delivery upto BCL's Clive / Victoria Works, Kolkata.	HSN Code & GST %	Landed rate per DRAFT GEAR set (Rs.)
Supply of 49 BD High Capacity Draft Gear as per Spcn. No.49-BD-08 with Amend.1 of Sep'16 (or latest) and Drg. No. WD-81010-S-03 Alt.10, It.19 (or latest).	1744 sets				