



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)  
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**CIN: U74210WB1976G01030798**

TENDER NO: BCL/RD/70 BD COUPLER /Emergency/Addl ./2018

August 24, 2018

To,  
M/s. \_\_\_\_\_

**“Sealed offers in SINGLE bid systems are invited from RDSO approved vendors for supplies of Total 372 sets OF 70 BD Upgraded High Tensile Centre Buffer Coupler as per RDSO Drawing & Specification ON EMERGENCY BASIS”.**

### **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 **27.08.2018 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 Coupler (Item Description & Specification):**

Supply of total 372 sets of 70 BD Upgraded High Tensile Centre Buffer Coupler as per Spcn. No.WD-70-BD-10 Rev.1 (or as per latest revision /amendment) and Drg. No. WD-81010-S-03 Alt.10 (or latest).

  - The supplier shall be responsible for supply of Couplers 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.
  - Quantity of Destructive Test for coupler shall be as per norms of RDSO. However, bidders shall note that BCL pay only for the good tendered items for which order shall be placed.
  - Quantity:
    - 128 sets for BOXNHL Wagon
    - 130 sets for BOBRNHSM1 Wagon
    - 114 sets for BRN22.9 wagon
  - Separate purchase order shall be placed for respective wagon as mentioned above.
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.** Party should also mention their ready stock of materials.
8. An unconditional acceptance of tender terms & conditions is to be given along with Offer.
9. **Payment Terms:** Payment will be made 30 days credit 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. **Terms of Delivery:** Free to our Clive / Victoria Works.
11. **Bill Certifying Authority:** Works Manager (I/C) – CW & VW or his authorized representative.
12. **Delivery:** Our required quantity per month is 150 sets and full quantity shall be completed within 31.10.2018. Parties should indicate in the offer the quantity they will be able to supply in each month. Accordingly, the order quantity will be distributed as per discretion of BCL. BCL's decision in this respect shall be final and binding on the bidder (s).
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. **Quantity Variation 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.

15. **Guarantee / Warranty:** The Upgraded High Tensile Centre Buffer Coupler 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.
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 supplier.
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 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.  
Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
19. Quantity of destructive testing for tendered items shall be as per norms of RDSO. However, bidders shall note that BCL pay only for the good tendered items for which order shall be placed.
20. **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.
21. **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.
22. **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.
23. All columns of Price Format shall have to be properly filled in respect of each of the item.
24. The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
25. 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.
26. 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 as per the following format::**

Item Description	Tendered quantity	Basic rate per Coupler set	Freight, insurance charges per coupler set, for delivery upto BCL's Victoria/Clive Works, Kolkata, <b>if required.</b>	GST %	Landed rate per <b>COUPLER</b> set (in Rs.)
Supply of upgraded High Tensile Centre Buffer Coupler as per Drg. / <b>Spn. No. WD-70-BD-10 Rev.1</b> (or latest Rev./Alt.)	372 sets				

**For BRAITHWAITE & CO. LIMITED**