



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

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CIN: U74210WB1976GOI030798

TENDER NO. BCL/RD/1628 DG /BOXNHL (66 /71 BD/2018

September 1, 2018

To,
M/s. _____

“Sealed offers in Single bid system are invited for supply of 1628 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 AS PER TENDER CONDITIONS”.

METHOD OF SUBMISSION OF OFFER:

A. 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 and the same 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 10.09.2018 at 2.30 P.M.** The offer will be opened on **10.09.2018** at 3 P.M.

B. Following documents to be submitted along with the offer:

(For 71 BD Indigenous DG)

- Copy of the valid RDSO approval certificate for the Upgraded High Capacity Draft Gear to RDSO Spec. No. WD-71-BD-15 with amendment -1 of Sep'16 and shall be suitable for fitment with 70 BD coupler on BOXNHL wagon.
- 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.

(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.
- Bidder should also have GST registration copy and copy of trade license & PAN card etc to be enclosed with the offer.

C. Scope of Supply of Draft Gear (Item Description & Specification):

Supply of 1628 sets of Draft Gear arrangement along with Follower as per RDSO's Drawing & 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.

D. **CONDITIONS OF SUPPLY:**

- 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 supplier shall be responsible for supply of imported 66 BD Draft Gear OR 71 BD Indigenous Draft Gear as per all the requirement of RDSO's relevant specifications & drawings of latest amendment / alterations and shall be suitable for fitment on BOXNHL wagon.
- **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.**

E. GENERAL TERMS & CONDITIONS:

1 Earnest Money Deposit: *(E.M.D.): Rs. 2 (TWO) Lakh*

- Earnest Money Deposit of Rs.2 Lakh as applicable, is required to be submitted by Demand Draft / Pay Order in favour of "BRAITHWAITE & CO. LIMITED", payable at Kolkata, or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of Tender.

The units registered with DGS&D, SSI units registered with NSIC, MSME Units and PSU Units / RDSO approved vendors may be exempted for the tendered items from submission of EMD.

- Earnest Money deposit for the unsuccessful bidder shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of Security Deposit / Performance Guarantee or if so decided by the tenderer adjusted against security deposit for the said tender as the case may be.
- EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and / or if the price is escalated later within the period of validity of their offer.
- No offer will be considered without EMD except for the exemptions specified in the tender document.

2. Offer should remain valid for 90 days from the date of opening of this tender.

3. Alteration, inclusion, deviation will not be allowed once the bid is submitted.

4. 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.

5. BCL reserves the right to 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.**

6. **Payment Terms:** Payment will be made with 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.

7. The **COUNTRY OF ORIGIN** of the offered items should be mentioned in offer.

8. Product catalogue / Drawing along with technical details shall be submitted with the offer.

9. **Consignee:**

Consignee for delivery of the tendered items shall be as follows:

Stores – In Charge,

M/s. BRAITHWAITE & CO. LTD.,

Victoria Works / Clive Works

P-61, CGR Road, Kolkata – 700043 / 5 Hide Road, Kolkata – 700 043.

West Bengal (India).

10. **Security Deposit:**

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.**

11. **Performance Bank Guarantee:**
The supplier 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. ***Performance Bank Guarantee may be exempted for RDSO registered bidders.***
12. **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.
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. 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.
16. **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, 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.
17. **Quantity Variation Clause & Repeat Order 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.

BCL also reserve the right to place repeat order for a maximum of 75% of the ordered quantity at the same rate, terms & conditions.
18. **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.
19. **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.
20. **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.
21. **Inspection & Testing (For 66 BD Imported Draft Gear):**
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. Arranging insurance for safe transport of the ordered materials shall be the responsibility of the supplier.

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.

22. **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 landed price for each of the item received from a bidder with delivery up to BCL's Clive / Victoria works, Kolkata. 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.

23. **Markings:**

For easy identification of the materials, each package must bear a stamp of the name of Manufacturer, Purchase Order No. & Description of the item.

24. **Packing:**

The packing of Draft Gear shall be as per Indian Railway regulations.

25. **Price:**

25.1 Prices are to be quoted as per Price Format given in the tender and all columns of Price format shall have to be properly filled.

- i) Rate is to be quoted considering supply & delivery F.O.R Clive / Victoria Works.
- ii) Quoted rate shall be inclusive of duties, transport charges or any other charges, if required

25.2 Quoted prices shall remain Firm till completion of all supplies against the contract.

25.3 Bidder should quote **Landed Price** to BCL-CW/VW as given in Price Bid format.

26. ***An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).***

27. All columns of Price Format shall have to be properly filled in respect of each of the item.

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

29. 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.

30. 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.

F. **ADDITIONAL TERMS & CONDITIONS:**

i. 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 Victoria cost 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.

ii. 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.

iii. 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.

PRICE FORMAT:**PRICE BID FORMAT FOR 66 BD IMPORTED DRAFT GEAR WITH FOLLOWER – (A):**

Item Description	Quantity	Unit Rate (in Indian Rs.)
Basic price of IMPORTED 66 BD Draft Gear along with follower (for complete set) as per Drg., Specification & Terms & conditions of tender.	1628 sets.	
GST, if any		
Packing, Insurance & Transport charges, if required up to BCL's Clive / Victoria Works at Kolkata.		
Landed price up to BCL's Clive / Victoria Works, Kolkata.		

PRICE BID FORMAT FOR 71 BD INDIGINIOUS DRAFT GEAR WITH FOLLOWER – (B):

Item Description	Quantity	Unit Rate (in Indian Rs.)
Basic price of INDIGINIOUS 71 BD Draft Gear along with follower (for complete set) as per Drg., Specification & Terms & conditions of tender.	1628 sets	
GST, if any		
Packing, Insurance & Transport charges, if required up to BCL's Clive / Victoria Works at Kolkata.		
Landed price up to BCL's Clive / Victoria Works, Kolkata.		

For BRAITHWAITE & CO. LIMITED