

BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

5, HIDE ROAD, KOLKATA - 700 043.

GLOBAL TENDER NO: BWT/PUR/Coupler & Draft Gear/2008 date: 02.09.2008

“ Sealed offers are invited from RDSO (Research, Design & Standards Organization of Indian Railway) approved vendors, resourceful Indian / Overseas supplier & manufacturers and or their authorized Agent for supply of 82 sets Coupler & Draft Gear as per RDSO Specification for BOXNHL Railway Wagon.”

1. Issue of tender documents: Any working day (except Sunday & Holiday) between 10.00 AM to 3.00 P.M from 02.09.2008 to 15.09.2008. Willing bidder may download the tender document from our website www.braithwaiteindia.com.
2. Closing of tender Box : 2.00 P.M on 15.09.2008.
3. Opening of Part-I bid of the tender : 2.30 P.M on 15.09.2008.

The offer should comprise of parts as under:

1. Part-I : Techno-commercial bid & EMD.
2. Part-II : Price Bid

Both Part - I & Part - II shall be inserted separately in 2 envelopes, sealed and super-scribed with **Part No. & above mentioned Tender No.** These two bids shall be put in a 3rd envelope, sealed & super scribed with our **Tender No, Date and Due date.**

Sealed Tender addressed to **Sr. Manager (Pur, Plang. & Store), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043** or may be dropped in our **Tender Box No - 1** (in case of hand delivery) or may be sent by registered post but must reach us positively within **15.09.2008 at 2.00 P.M.**

The Techno-commercial bid shall be opened at **02.30 PM on 15.09.2008.** Tenderers may depute their representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which, opening date & time will be intimated in due course.

Braithwaite reserves the right to accept / reject / split any or all Tender in part or full without assigning any reason whatsoever.

Drawing & specification:

High Tensile Centre Buffer Coupler (Non Transition Type) to RDSO's STR No. WD-66-BD-06 (with latest amendment).

High Capacity Draft Gear to AAR M-901 E conforming to RDSO STR No. WD-66-BD-06 (with latest amendment).

Materials should be as per Drawing No. WD-81010-S-03, Alt-8 or latest amendment.

Quantity: 82 sets of Coupler & Draft Gear for BOXNHL Railway Wagon.

A. PART-I: Techno-Commercial Bid:

- i. Tenderer should submit all papers related to their credential, i.e. proof of past performance regarding supply of High Tensile Centre Buffer Coupler & Draft Gear to respective customers, Trade License, Documents related to supply of said item for BOXN HL Railway Wagon are to be submitted in the credential part. Copies of purchase order of similar type of jobs carried out with reputed companies and PSUs, Copy of RDSO registration certificate etc.
- ii. **Earnest Money Deposit (E.M.D.):Rs. 15,000/- OR (US\$ 350)** (Rupees Fifteen thousand Only)
- iii. Earnest Money Deposit of **Rs.15,000/- OR *US\$ 350*** is required to be submitted by Demand Draft Pay Order or Bid Bond in the form of Bank Guarantee in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**. In case of bid bond, the validity period should initially be 120 days from the date of opening of Tender. However, for SSI Units with valid single point registration with NSIC, payment of EMD/Security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD is also exempted for vendors registered with RDSO / D.G.S.D.

- iv. EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- v. EMD will be refunded / released to the unsuccessful bidder within a reasonable period without any interest. For successful bidder, entire amount of EMD / Bid Bond will be refunded / released on submission of Security Deposit.

B. General Terms & Conditions:

- 1. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated. However, no correction is allowed in price bid.

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

- 3. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.

- 4. Security Deposit:

For the fulfillment of the contract, the supplier shall submit Security Deposit in the form of Bank Guarantee / Demand Draft/ Pay Order for a sum equal to 5% of the contract value within 15 days of issue of the Purchase Order valid till Warranty period.

- 5. Security deposit will be returned only on completion of warranty period at BWT's full satisfaction in all respects.
- 6. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.

- 7. Price:

For **indigenous supplier**, Unit price mentioned in the offer will remain firm till the execution of the order.

For **overseas supplier** the offered price should be firm and FOB basis. The country of origin of the Stores should be indicated. Bids from agents must submit their letter of authority from their principal manufacturer.

The price quoted should be separately for Coupler, Draft Gear & Complete Coupler (i.e. Coupler with Draft Gear) basis inclusive of necessary packing. Net price should be quoted both in figures and in words. Taxes, Freight charges, Insurance, VAT and other charges should be given in details.

The overseas supplier should quote price in Indian Currency or in US\$, freight, Insurance, Customs, Taxes & Duties should be indicated separately.

8 Inspection & Testing:

By third party inspection / RDSO/ RITES prior to despatch or by our authorised representative as per supplier's Quality Assurance Plan approved by the Purchaser. The supply must accompany the Inspection Certificate, (including stage inspection) Test certificate and Guarantee Certificate etc.

9 Terms of Payment:

Payment shall be released within 30 days after receipt of bill duly accompanied by Inspection certificate accepting the material and receipted challan.

10 Warranty:

The Coupler & Draft gear shall be new, reliable and in good condition. The supplier shall guarantee the Coupler & Draft gear for 12 months under normal operating conditions from the date of commissioning of the wagons at customer's place where those Coupler & Draft gear will be used or 24 months from the date of supply of the Coupler & Draft gear, whichever is earlier.

After twelve months from the date of actual commissioning of the wagons or 24 months from the date of supply, whichever is earlier, the warranty shall be extinguished. However, the warranty period shall be extended taking into account the time when the wagons were inoperative due to defects noticed and mentioned within the warranty period.

11. Performance Guarantee:

The supplier shall also submit a performance Bank Guarantee for a sum equal to 5% of the contract value along with the supply of store to back the warranty obligation of the firm, which should remain valid till the warranty period & transit period. 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 Coupler & Draft gear within 4 weeks from the date of receipt of intimation at free of cost, freight, duty etc. Guarantee period for the replacement Coupler & Draft gear will start again from the date of replacement of Coupler & Draft gear.

12. Liquidated Damages:

In the event of failure to supply the materials within the contractual delivery period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages subject to maximum limit of 10% of the Contract value.

13. Risk Purchase:

In the event of failure or delayed supplies within the reasonable period, the order may be cancelled also and 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.

14. Approval of Drawing

The bidder has to furnish three sets of detailed drawings of Coupler & Draft gear for our approval along with the bid. Manufacturing shall be done as per approved drawings and specifications.

15. 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 the party may forthwith give to the other notice in writing of the existence of such question, dispute or differences and the same shall be referred to the adjudication of sole Arbitrator who shall be the Managing Director 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 the Purchase Order.

Such a reference submitted to the arbitrator shall be deemed to be the submission to the arbitration within the meaning of the arbitration and conciliation act, 1996 statutory modification thereof. The proceedings of the arbitration shall be held in Kolkata.

16. Splitting of Tender:

Braithwaite reserves the right to split up the tendered 'Job' & 'Quantity' among more than one bidder without assigning any reason & also right to split the order among more than one bidder irrespective of the lowest valid price, considering the capacity of production, financial soundness and past performance of individual bidder.

17. Markings:

For easy identification of your materials, each and every item must bear a stamp of the name of your Firm, Drg. no. & specification.

18. Packing:

For overseas suppliers the Coupler & Draft gear shall be suitable seaworthy packed to protect them against any damage and deformation during transportation by ship. The supplier should be responsible for proper packing method and should ensure that these packing methods are adequate for handling at Ports.

For indigenous suppliers packing of Coupler & Draft gear shall be as per Indian Railway Board Contract.

The bidder should indicate the weight, size and volume of each of the packing / container with details of the materials proposed to be packed giving individual weight of such item.

19. Quantity Variation:

The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 100% 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.

C. **PART- III: Price Bid.**

Price Bid in 2ND part of the tender should contain only price, rate of VAT, rate of E.D. (if any). In case of overseas offer, price to be quoted on FOB basis. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in Price part.

Price shall be quoted as follows:

- a. Basic price per set
- b. Percentage of Excise Duty & Edu. CESS on ED
- c. VAT/CST
- d. Any other Taxes & Duties
- e. Any other charges including packing charges(if any)
- f. Overwriting in price figure of the quotation will be rejected.

Item Description	Quantity	Rate for Coupler (With Draft Gear)	Rate for Coupler (Without Draft Gear)	Rate for only Draft Gear
High Tensile Centre Buffer Coupler (Non Transition Type) to RDSO's STR No. WD-66-BD-06 (with latest amendment).	82 sets			
High Capacity Draft Gear to AAR M-901 E conforming to RDSO STR No. WD-66-BD-06 (with latest amendment).				
Materials should be as per Drawing No. WD-81010-S-03, Alt-8 or latest amendment.				

For **BRAITHWAITE & CO. LIMITED**