



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43

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**CIN: U74210WB1976GOI030798**

**TENDER NO: BCL/RD/MS Scrap (Pur)/AW-Foundry/2019**

**April 10, 2019**

**"Sealed offers in SINGLE bid type are invited for supply of 500 MT MS Scrap (Heavy Melting) at BCL's Angus Works as per tender conditions".**

Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope. The sealed envelope should be addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 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 20.04.2019 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened. The offer will be opened on **20.04.2019 at 3 P.M.** The envelope should be superscripted prominently as **"TENDER FOR SUPPLY OF MS Scrap at AW against Tender Number BCL/RD/ MS Scrap (Pur)/AW-Foundry/2019 dated 10.04.2019, Box No.2 and Due date 20.04.2019"**.

### **A. SCOPE OF SUPPLY:**

The material should supply as per the following Specification

Items Description	Quantity
M S Scrap (Heavy Melting) HMSI & II(80:20) as per ISRI or (Heavy Melting) having the following specifications: C – 0.35 (Max) Mn – 1.00 (Max) Si - 0.50 (Max) S - 0.05 (Max) P - 0.05 (Max)  Scrap size : Length : 12 inch (approx.) Width : 6 inch (approx.) Thickness: 8 – 10 mm (Cutting of Billets / Bar / Slabs / Rails / Anker chain / Tank plates without any coatings)	<b>500MT</b>  @250 MT per month or as and when required.

### **B. GENERAL TERMS & CONDITIONS:**

1. Experience in supply of MS Scraps (Heavy Melting) to any Wagon Builder for use of Foundry in which Copy of Purchase Orders / Bills / Delivery Challan / Performance Certificates and Completion Certificates should be enclosed in offer.
2. The bidder should have GST registration and Trade License with concerned authority. Copies are to be submitted with the offer.
3. **Earnest Money Deposit (E.M.D): Rs. 1,00,000/- (Rupees One Lacs Only).**
- a. Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lacs Only)** is required to be submitted by Cross A/C Payee Demand Draft/ pay order or in favour of **Braithwaite & Co. Limited**, payable at **Kolkata or Bank Guarantee**, failing which tender will not be considered. In case of BG the validity period should initially be 120 days from the date of opening of your offer. However, for SSI Units with valid single point registration with NSIC for the tendered items, DGS&D, RDSO Registered Firms, MSME Units and PSU Companies, payment of EMD can be considered for exemption.

- b. 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.
- c. EMD shall be returned to unsuccessful bidder only after finalization of the contract without any interest.
- d. For successful bidder entire amount of EMD will be retained till submission of Security Deposit/Performance Guarantee. EMD can be converted to Security Deposit if so desired by the successful bidder and the party has to submit balance amount of Security Deposit through DD/BG/Pay Order.

**Offers without EMD (except exemptions provided in the tender) are liable to be rejected.**

**4. Security Deposit:**

- (a) Successful bidder should submit Security Deposit @ 5% of total material value of the purchase order in the form of Demand Draft/Pay Order or BG within 15 days from the date of our order which will be returned after completion of supply.
  - (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier on their request. However, 50% of the total amount of Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.
  - (c) Security Deposit will be discharged and returned to the contractor on successful completion of contractor's obligations under the contract.
  - (d) 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.
  - (e) 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.
5. **Performance Guarantee:** The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value as per format to be provided by BCL before receipt of first payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. Performance Guarantee shall be released on completion of all supplies.
6. **Payment:** Payment shall be made with 30 days credit from the date of submission of bill after receipt and acceptance of materials at Stores-AW, duly certified by BCL –AW authority. Statutory levies / GST shall be paid against submission of documentary evidences in support of payment
7. **Validity:** Offer should remain valid for 90 days from the date of opening of the bid.
8. **Inspection:** By BCL.
9. **Price Confirmation:** Quoted Rate / ordered rate shall remain firm till completion of the supply and price variation shall not be entertained during currency of contract period.
10. **Loading & Unloading of materials:** Loading & Unloading of materials will be the responsibility of party. Crane & Magnet with Crane Driver can be provided by BCL, if required.
11. **Delivery/Completion Period:** Immediately @ 250 MT per Month / as per our AW-Foundry requirement and will be completed within 2 months from the date of LOI / Purchase Order. Materials will be delivered at BCL-Angus Works – free of cost.
12. **Short & Excess Supply:** + or – 10%
13. **Liquidated Damages:** In the event of failure to supply materials within the stipulated delivery date, BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the contract value.

14. **Risk Purchase:** In the event of your failure to supply the materials BCL reserves the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred, from you.
15. **Arbitration:** All questions, disputes or differences whatsoever shall arise between the purchaser and the contractor / 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 adjudicator of sole arbitrator. CMD 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.
16. **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
17. **Rejection/Replacement:** In case any supply is not in conformity with the size/specification/terms and conditions of the contract and are rejected at BCL-Angus Works notwithstanding any approval by the Inspecting Officer/Lab In-charge or on account of any loss, determined time or damage during transit or before dispatch or delivery and Foundry-in-charge/Stores-in-charge will inform the supplier in this regard within 48 hours for taking back and removal of rejected materials from the premises of Angus Works at the cost and arrangement of supplier. The rejected materials will lie at the risk of the supplier and in case the rejected materials are not removed and replaced by good materials within 72 hours of our above notice to the satisfaction of Foundry-in-charge/Stores-in-charge – Angus Works, will be at liberty to dispose of the entire rejected materials without any further reference to supplier. In such case, a token payment of Rs. 1/- per MT (all inclusive) shall be paid to the supplier for the rejected material and the party will not have any right whatsoever in this regard. BCL shall reserve the right to forfeit Security Deposit/Invoke Risk Purchase Clause /other penal actions as deemed fit and arrange for fresh materials.
18. Quoted rate shall be F.O.R Angus Works and shall be valid for entire quantity.
19. **Unconditional Acceptance:** An unconditional acceptance of our tender terms & conditions should be given along with the offer. Bidders should specifically mention in the covering letter of their offer regarding unconditional acceptance of all the tender terms & conditions failing which their offer may not be considered.

**C. ADDITIONAL TERMS & CONDITIONS:**

1. BCL reserves the right to split the order to one or more vendors. In case splitting is decided, the order will be placed on L-1 (lowest) bidder for 60% of the tendered quantity and for rest 40% quantity, counter offer for acceptance of L-1 rate terms & conditions may be issued to other bidders, in order of L2, L3, L4 etc. In case counter offer is not accepted by L2, L3, L4 etc. entire tendered quantity shall be awarded on the L1 Bidder.
2. Order quantity may vary depending upon our requirement to the extent of +/-30% of the tendered quantity as per discretion of BCL.
3. BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate & terms.
4. BCL reserve the right to terminate the order by giving 7 (seven) days notice at any point of time in case of non-Performance / non- compliance of delivery schedule / poor quality of materials.
5. Every consignment is to be weighed in the nearest Weigh Bridge in the presence of a representative of Angus, who shall accompany the loaded vehicle up to Angus Entry and shall also witness the empty vehicle weighment.
6. **BCL reserve the right :**
  - i) To cancel the tender at any stage
  - ii) To postpone / change the due date of the tender.

**D. SUBMISSION OF PRICE:**

- 1) The bidder should have to quote considering the scope of supply, terms & conditions of this tender.
- 2) The rate to be quoted both in figures and words.
- 3) The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
- 4) Overwriting in price figure of the quotation will be rejected.
- 5) The bidder shall submit price in the following format. Quoted price should consider delivery upto Angus Works.
- 6) Quoted rate should be valid till the completion of supply.
- 7) Lowest (L-1) bidder evaluation will be on the basis of lowest Landed Rate per MT net off GST received from a bidder.
- 8) In case the bidder does not mention freight charge, it is to be assumed that the freight charge is included in the unit rate for delivery F.O.R Angus Works.

Item Description	Qty	Basic Rate per MT (Rs.)	Freight charges, if any per MT (Rs.)	GST per MT	Landed Rate Per MT (Rs.)	Landed Rate per MT net off GST (as per evaluation criteria)
		(a)	(b)	(c)	(D) = (a + b + c)	(E) = (D - c)
M S Scrap (Heavy Melting) HMSI & II(80:20) as per ISRI or (Heavy Melting) having the following specifications:  C – 0.35 (Max) Mn – 1.00 (Max) Si - 0.50 (Max) S - 0.05 (Max) P - 0.05 (Max)	500 MT					

For BRAITHWAITE &amp; CO. LTD.