



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL / PUR / MS / 2018-19

Dated: 13.12.2018

Sealed offers are invited in Single bid system, for supply of 11739 MT Mild steel of Grade IS:2062 E250A Cu as per the Scope of Supply including free delivery to BCL’s Clive works and Angus works.

1. Tender condition and issue of tender documents : Interested parties can get the tender documents from the office of SM (Purchase), Braithwaite & Co Ltd, 5 Hide Road, Kolkata- 43 on all working days on payment of 1000/- by Bank Draft / Pay order in favour of “Braithwaite & Co Ltd” payable at Kolkata towards cost of tender document. PSUs & Bidders who are MSME registered unit for the tendered item are exempted from submission of cost of tender document.
2. **Closing of Tender : At 14.30 Hours on 26.12.2018**
3. **Opening of tender : At 15.00 Hours on 26.12.2018**

The Offer should comprise of parts as under :

1. **Part – I : Techno – Commercial Bid & EMD.**
2. **Part – II : Price Bids.**

Both Part – I & Part – II shall be inserted separately in 2 envelopes, sealed and super scribed with Tender no, Part no & due date. These two bids shall be put in 3rd. envelope with Tender no ,date & due date.

Sealed Tender, addressed to SM (Purchase), Braithwaite & Co. Ltd, 5 Hide Road, Kolkata – 43 or may be dropped in our **Tender Box no: 1** or may be sent by registered post but must reach us positively within 26.12.2018 **by 14.30 hrs.** No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. It is the responsibility of the Bidder to ensure that the offer is dropped in the proper Tender Box before the closing time.

Both the Techno – commercial bid & Price Bid shall be opened on 26.12.2018. Tenderer may depute their representative during opening of the tender.

Tender documents can also be downloaded from our Website www.braithwaiteindia.com. Bidders quoting against documents downloaded from website should submit a **DD / Pay order of Rs 1,000/-** along with Techno – commercial bid towards cost of tender documents failing which their offer will not be considered. However, in respect of bidders who are NSIC registered units / MSME units for the tendered items, submission of cost of tender document is exempted. PSU bidders are also exempted from submission of the cost of tender documents.

1. Qualifying Criteria :**Eligible Bidders:**

Primary manufacturers of Steel who have integrated steel plants are eligible to participate in this tender. However, authorized dealers or MOU customers of primary steel manufacturers can also participate in this tender on submission of authorization from primary manufacturer for participation in this tender.

Bidders who are not primary manufacturers of steel should have average annual turnover of Rs 12.68 crores and should have earned net profit in any of the last 3 years ending on 31.03.2018 & shall have a positive networth. Such Bidders shall submit audited balance sheet & P & L account for last 3 years ending on 31.03.2018.

Technical Eligibility :

Bidders who are not primary manufacturers of steel should have experience and past performance on supply of at least 3521 MT of steel plates/ sections for last 2 years ending on 30.11.2018.

Bidder shall enclose documentary evidences along with Techno – commercial bid in regard to the above supplies along with completion certificate/ documents towards proof of past performance. Copy of relevant P.O.s are also to be enclosed.

Such Bidders shall submit copy of PAN, GST Registration certificate along with Techno – commercial Bid.

3. Scope of Work :**A. Steel for manufacturing of BOBRN wagons (to be supplied at Clive works)**

| SI No | Category & Size in mm | Specification | Total Quantity |
|-------|-----------------------|-----------------------|----------------|
| | Plates (Group A) | | |
| 1 | 5 x 1500 x 5000 | IS:2062 E250A Cu | 152 |
| 2 | 5 x 1250 x 6300 | IS:2062 E250A Cu | 1444 |
| 3 | 6 x 1500 x 7100 | IS:2062 E250A Cu | 563 |
| 4 | 6 x 1400 x 6300 | IS:2062 E250A Cu | 791 |
| 5 | 8 x 1250 x 7100 | IS:2062 E250A Cu | 1316 |
| 6 | 10 x 1250 x 10000 | IS:2062 E250A Cu | 1228 |
| 7 | 12 x 1250 x 5600 | IS:2062 E250A Cu | 100 |
| 8 | 14 x 1250 x 5000 | IS:2062 E250A Cu | 116 |
| 9 | 16 x 1250 x 6300 | IS:2062 E250A Cu | 68 |
| 10 | 20 x 2000 x 4500 | IS:2062 E250A Cu | 147 |
| 11 | 25 x 2500 x 7100 | IS:2062 E250A Cu | 159 |
| 12 | 32 x 1600 x 6300 | IS:2062 E250A Cu | 54 |
| 13 | 45 x 1600 x 7000 | IS:2062 E250A Cu | 66 |
| 14 | 56 x 1600 x 3200 | IS:2062 E250A Cu | 38 |
| | Plates (Group B) | | |
| 15 | 8 x 1250 x 5000 | IS:2062 E350BR Cu | 1153 |
| 16 | 12 x 2000 x 6300 | IS:2062 E350BR Cu | 311 |
| 17 | 16 x 1250 x 6300 | IS:2062 E350BR Cu | 28 |
| | Plates (Group C) | | |
| 18 | 8 x 1500 x 5600 | IS:5986 - 11Gr 235 Cu | 193 |
| 19 | 10 x 1250 x 5600 | IS:5986 - 11Gr 235 Cu | 125 |

| SI No | Category & Size in mm | Specification | Total Quantity |
|-------|--------------------------------|------------------|----------------|
| 20 | Structurals (Group D) | | |
| 21 | ISMC - 150 x 75 x 5.4 x 10000 | IS:2062 E250A Cu | 468 |
| 22 | ISMC - 100 x 50x 5 x 6000 | IS:2062 E250A Cu | 20 |
| 23 | ISMB - 200 x 100 x 5.7 x 10000 | IS:2062 E250A Cu | 14 |
| 24 | ISA - 150 x 75 x 10 x 10000 | IS:2062 E250A Cu | 271 |
| 25 | ISA - 100 x 100 x 10 x 8000 | IS:2062 E250A Cu | 68 |
| 26 | ISA - 90 x 90 x 10 x 10000 | IS:2062 E250A Cu | 361 |
| 27 | ISA - 75 x 75 x 8 x 9000 | IS:2062 E250A Cu | 375 |
| 28 | ISA - 50 x 50 x 6 x 10000 | IS:2062 E250A Cu | 10 |
| | Sheets (Group E) | | |
| 29 | 3.15 x 1250 x 5000 | IS:2062 E250A Cu | 52 |
| 30 | 1.6 x 1250 x 4000/3500 | IS:2062 E250A Cu | 52 |

B. Steel for repairing of wagons (Group F) (to be supplied both at Clive works & at Angus works)

| SI No | Category & Size | Specification | AW Quantity (MT) | CW Quantity (MT) |
|-------|---|-------------------|------------------|------------------|
| 1 | PI – 5 mm x 1500 mm x 6300 mm | IS 2062 E 250A Cu | 640 | 220 |
| 2 | PI – 6 mm x 1500 mm x 7200 mm | IS 2062 E 250A Cu | 240 | 100 |
| 3 | PI – 8 mm x 1500 mm x 6300 mm | IS 2062 E 250A Cu | 320 | 120 |
| 4 | CH – 150 mm x 75 mm x 10 mm (thick) x 10mtr | IS 2062 E 250A Cu | 6 | 5 |
| 5 | CH – 100 mm x 50 mm x 4.7 mm (thick) x 10mtr | IS 2062 E 250A Cu | 133 | 55 |
| 6 | ISA – 150 mm x 75 mm x 10 mm (thick) x 10mtr | IS 2062 E 250A Cu | - | 30 |
| 7 | ISA – 250 mm x 82 mm x 10 mm (thick) x 11mtr | IS 2062 E 250A Cu | 55 | 10 |
| 8 | ISA – 125 mm x 65 mm x 10 mm (thick) x 10mtr | IS 2062 E 250A Cu | 5 | 35 |
| 9 | ISA – 100 mm x 100 mm x 10 mm (thick) x 10mtr | IS 2062 E 250A Cu | 5 | - |
| 10 | ISA – 50 mm x 50 mm x 6 mm (thick) x 10mtr | IS 2062 E 250A Cu | 18 | 10 |

Delivery of steel at BCL's works is included in the scope of supply.

Supply tolerance: +/- (Plus / minus) 10 % or 5 MT in quantity itemwise and consignee wise, whichever is higher, will be allowed subject to the tolerance of +/-10 % not being exceeded in the overall quantity supplied for an item.

Deviations in size and tolerances cannot be accepted.

GENERAL TERMS & CONDITIONS

- 1) Security Deposit :** 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order. Security Deposit will be released and returned to the supplier on completion of guarantee / warranty period. Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO. 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. As and when an amendment is issued to the contract, the supplier 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.

- 2) **Performance Guarantee:** The supplier shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to guarantee / warranty period. The Security Deposit, if submitted, may be converted to Performance Guarantee. PSU & RDSO approved bidders are exempted from submission of Performance Guarantee. In case bidder opts for submission of Security Deposit, no Performance Guarantee is to be submitted.

NOTE:

- In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.
- MSE vendors may opt for submission of S.D. or PBG as per their choice.
- Primary manufacturers are exempted from submission of SD, PBG.

- 3) **Payment:** 100% with 60 days credit against LC / BG towards each installments.

- 4) **EMD:** Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh Only) is required to be submitted by Crossed A/C Payee 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 initially be 120 days from the date of opening of tender. **The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items, PSU units and primary steel manufacturers may be exempted from submission of EMD.** Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.

EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

- 5) **Delivery:** Supplies to commence within 30 days (or earlier) after placement of order. Quantity of steel as given above is for manufacturing of BOBRN wagons (Group A to Group E) and for repairing of wagons (Group F). It is absolutely necessary that the required steels under Group A to Group F are supplied in match sets of 100 wagons. Exact quantity to be supplied in each installment will be confirmed to the successful Bidder. Supply shall start only after confirmation from BCL. Bidders are required to strictly follow this schedule with permissible tolerances.

For steel against repair wagons (Group F), steel is required to be supplied to each of the units as given in the table in 4 equal installments in matching sets.

Total period of delivery will be 12 months in both cases.

- 6) **Inspection:** Mill's Test Certificates shall accompany each supply. Besides, the steel shall be subject to inspection by RITES' (except for SAIL). RITES Inspection certificate shall accompany supply & bill (except for supplies from SAIL).
- 7) **Price Confirmation:** Quoted / Ordered Rate shall remain firm till to the completion of the full supply of materials.
- 8) **Splitting:** BCL reserves the right to split order quantity of any section or in totality between two or more vendors in the ratio 60: 40 through issue of Counter Offers at L-1 rate. 60% quantity will be awarded to L-1. In case, distribution is done between more than 2 vendors, distribution of balance 40% quantity will be in 60:40 ratio among other vendors other than L-1.
- 9) **Validity:** Offer should remain valid for 90 days from the date of opening of the bid.
- 10) **Quantity variation:** BCL reserves the right to amend the quantity by +/-30% at same rate, terms & conditions.
- 11) **Guarantee/Warranty:** The supplied items shall be covered with manufacturer's Warranty against manufacturing defects.

- 12) 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 of delay or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the ordered value.
- 13)** Supply must accompany proper challans, guarantee certificate (if any), etc. to stores otherwise MRR for the same may not be processed.
- 14) Risk Purchase:** In the event of failure on the part of the supplier to supply the materials within the reasonable period of time as decided by the purchaser, BCL reserve the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the defaulting supplier.
- 15)** No alternation / inclusion / deviation may be allowed after submission of offer. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 16) Arbitration:** All questions, disputes or difference, 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 the sole Arbitrator. MD/ CMD of BCL shall have the right and authority to appoint any officer of the Company as Arbitrator, not below the rank of 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 Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.
- 17) Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 18) Rejection/Replacement:** The supplier shall arrange for free replacement of rejected / defective steel, if any, detected during manufacture of wagons at our works, on receipt of our written advice to that effect. The replacement of the steel shall be made within 15 days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.
- 19) Termination of Contract:** BCL reserve the right to terminate the order at any point of time in case of non-performance / non-compliance of delivery schedule/poor quality of materials by giving 7 days notice.

PRICE PART

- 1) This part must be free from any condition and signed with stamp.
- 2) The bidder shall submit rate in the following format.
- 3) No separate delivery charges will be paid.
- 4) **Lowest bid shall be evaluated on the basis of lowest Total Rate per MT, net of GST received against each section, as per price bid format.**

| Item Description | | Rate of steel per MT(Rs.) -A | Freight charges per MT(Rs.) -B | GST per MT(Rs.) -C | Total Landed Rate per MT(Rs.) A + B + C |
|-----------------------------------|-----------------------|------------------------------------|--|--------------------------|--|
| Plates | | | | | |
| 5 x 1500 x 5000 | IS:2062 E250A Cu | | | | |
| 5 x 1250 x 6300 | IS:2062 E250A Cu | | | | |
| 6 x 1500 x 7100 | IS:2062 E250A Cu | | | | |
| 6 x 1400 x 6300 | IS:2062 E250A Cu | | | | |
| 8 x 1250 x 7100 | IS:2062 E250A Cu | | | | |
| 10 x 1250 x 10000 | IS:2062 E250A Cu | | | | |
| 12 x 1250 x 5600 | IS:2062 E250A Cu | | | | |
| 14 x 1250 x 5000 | IS:2062 E250A Cu | | | | |
| 16 x 1250 x 6300 | IS:2062 E250A Cu | | | | |
| 20 x 2000 x 4500 | IS:2062 E250A Cu | | | | |
| 25 x 2500 x 7100 | IS:2062 E250A Cu | | | | |
| 32 x 1600 x 6300 | IS:2062 E250A Cu | | | | |
| 45 x 1600 x 7000 | IS:2062 E250A Cu | | | | |
| 56 x 1600 x 3200 | IS:2062 E250A Cu | | | | |
| 8 x 1250 x 5000 | IS:2062 E350BR Cu | | | | |
| 12 x 2000 x 6300 | IS:2062 E350BR Cu | | | | |
| 16 x 1250 x 6300 | IS:2062 E350BR Cu | | | | |
| 8 x 1500 x 5600 | IS:5986 - 11Gr 235 Cu | | | | |
| 10 x 1250 x 5600 | IS:5986 - 11Gr 235 Cu | | | | |
| Structurals | | | | | |
| ISMC - 150 x 75 x 5.4 x 10000 | IS:2062 E250A Cu | | | | |
| ISMC - 100 x 50x 5 x 6000 | IS:2062 E250A Cu | | | | |
| ISMB - 200 x 100 x 5.7 x 10000 | IS:2062 E250A Cu | | | | |
| ISA - 150 x 75 x 10 x 10000 | IS:2062 E250A Cu | | | | |
| ISA - 100 x 100 x 10 x 8000 | IS:2062 E250A Cu | | | | |
| ISA - 90 x 90 x 10 x 10000 | IS:2062 E250A Cu | | | | |
| ISA - 75 x 75 x 8 x 9000 | IS:2062 E250A Cu | | | | |
| ISA - 50 x 50 x 6 x 10000 | IS:2062 E250A Cu | | | | |
| Sheets | | | | | |
| 3.15 x 1250 x 5000 | IS:2062 E250A Cu | | | | |
| 1.6 x 1250 x 4000/3500 | IS:2062 E250A Cu | | | | |

Steel for repairing of wagons (Group F)

| Item Description | | Rate of steel per MT(Rs.) -A | Freight charges per MT(Rs.) -B | GST per MT(Rs.) -C | Total Landed Rate per MT(Rs.) A + B + C |
|--|------------------|------------------------------------|--|--------------------------|--|
| PI – 5 mm x 1500 mm x 6300 mm | IS:2062 E250A Cu | | | | |
| PI – 6 mm x 1500 mm x 7200 mm | IS:2062 E250A Cu | | | | |
| PI – 8 mm x 1500 mm x 6300 mm | IS:2062 E250A Cu | | | | |
| CH – 150 mm x 75 mm x 10 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| CH – 100 mm x 50 mm x 4.7 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| ISA – 150 mm x 75 mm x 10 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| ISA – 100 mm x 100 mm x 10 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| ISA – 90 mm x 90 mm x 10 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| ISA – 75 mm x 75 mm x 8 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |
| ISA – 50 mm x 50 mm x 6 mm (thick) x 10mtr | IS:2062 E250A Cu | | | | |

Signature & stamp of Bidder _____