



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043

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E-mail: purchase@braithwaiteindia.com Website: www.braithwaiteindia.com

CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL / PUR /AKB/ MS / 19-20

Dated: 19.02.2019

Sealed offers are invited in Single bid system, for supply of 368.000 MT Mild steel of Grade IS:2062 E250A Cu as per the Scope of Supply including free delivery to BCL’s Clive / Victoria works.

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid
- ii. Part-II : Price Bid.

These two parts shall be inserted separately in 2 (two) sealed envelopes super scribing tender number and part number. These two envelopes shall be put in 3rd envelope and all the envelopes shall be super scribed with our Tender No., Part No., Box No. and Due date.

Bidders who are interested to participate in the tender may also download the tender document from our Website ‘www.braithwaiteindia.com’ for which they have to submit all papers related to their credential and meet the eligibility conditions as per Techno commercial Bid (Part-I). price part-II should contain only price.

Sealed Tender, 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 26.02.2019 **(due date)** by 2.30 P.M.

Both the bids shall be opened on **26.02.2019 at 3.00 P.M.** During opening of Bid, the bidders may depute their authorized representative to be present as witness.

FOR **BRAITHWAITE & CO. LIMITED**

QUALIFYING CRITERIA and CREDENTIALS for website BIDDERS:

Bidders who meet the following eligibility conditions shall only quote and shall submit the relevant documents in support of qualifying criteria along with Techno commercial Bid:

Financial Eligibility:

The bidder should have average turnover of Rs. 65.00 lakh during last three years ending on 31.03.2018 and also should have earned net profit in any of the last three years.

The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.18. The bidder should also have positive net worth as on 31.03.2018.

Technical Eligibility:

1. Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **30.04.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 65.00 Lakh** against each such job.

OR

Two similar executed works each costing not less than **Rs. 68.00 Lakh** against each such job.

OR

One similar executed work costing not less than **Rs. 1744 crore** against such job.

The term "**similar works**" means supply of MS STEEL to any reputed Govt.firm or private firm.

The bidder should submit copies of Work Order / Purchase order & completion certificates / documents as a proof that the Bidder has successfully executed the job fulfilling the above technical eligibility condition.

2. The bidder should have registration with PF, ESIC, GST. Registration Copies of the same are to be enclosed with the Bid.

1 Scope of Work :

A. Steel for manufacturing of 305 BOBRN (Rehab) & 750 BOBRNHSM1 wagons (to be supplied at Clive / Victoria works)

SI No	Category & Size in mm	Specification	Total Quantity
1	ISA- 150x75x10x10 Mtr.	IS:2062 E250A Cu	316.00
2	Sh- 1.6x1000/1250x2.5/3.5/4.0 Mtr.	IS:2062 E250A Cu	52.00

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% after 60 days credit against LC/BG towards each installments.

Common Note for Payment

- All Challans, Invoices should be in the form as specified by GST authority.
- Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
- BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing Input Tax Credit (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.

- 4) **EMD:** Earnest Money Deposit of Rs. 1,00,000/- (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:** As per our requirement and supplies to be completed within one year from the date of issuance of Purchase Order.
- 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:** To be provided along with supply of materials.
- 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) TAXES & DUTIES:

The quoted rate shall be exclusive of GST as applicable. However, the Bidder may indicate amount of GST applicable in their Bid. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities.

- 14) Supply must accompany proper challans, guarantee certificate (if any), etc. to stores otherwise MRR for the same may not be processed.
- 15) **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.
- 16) 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.
- 17) **Arbitration:** All questions, disputes or differences whatsoever if arise between the purchaser and the contractor 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. MD / 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

- 18) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 19) **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.
- 20) **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	Specification	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
ISA- 150x75x10x10 Mtr	IS:2062 E250A Cu				
Sh- 1.6 x 1000 / 1250 x 2.5 / 3.5 / 4.0 Mtr.	IS:2062 E250A Cu				

Signature & stamp of Bidder _____