Open Tender Enquiry No: BCL / PUR / AB/ 3mm IRS M-44 / 2020    Dated: 17.6.2020

M/s ........................................
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                             ........................................

Sealed offers are invited in Two bid system, for supply of 3mm thick 1515.00 MT stainless steel (IRS M-44) from manufacturers having integrated steel plant as per tender conditions including free delivery up to BCL’s Clive works at 5 Hide Road, Kolkata 700043.

The offer should comprise of parts as under:

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

A. Sale of Tender documents, closing of tender Box & opening of tender.

- Any working day (Except Sunday & holiday) between 10.00 AM - 4.00 PM from 6.2020. against payment of Rs. 1000/- (one thousand) (non-refundable) by DD/ PAY ORDER drawn in favour of ‘Braithwaite & co Ltd’ and payable at Kolkata. However, for bidders registered with NSIC / MSME UNITS / RDSO approved vendors for tender items and PSU bidders are exempted from submission of cost of Tender documents.

Bidders who are interested to participate in the tender may also download the tender documents from our website 'www.braithwaiteindia.com,' for which they have to submit cost of tender documents of Rs.1000/- (non-refundable) through pay order/DD along with techno-commercial offer (part-1). No offer shall be accepted after closing of tender box at specified date & time. Tenders found without tender fee shall also be rejected.

Quotation in sealed cover, addressed to Dy. M (PUR), Braithwaite & Co. Ltd, Clive Works, 5 Hide Road, Kolkata 700 043, may be dropped in our Tender box no. 1 (in case of hand delivery) or may be sent by Registered Post. Sealed quotations must reach us positively within 26.06.2020 by 2.30 PM. Techno-commercial bid will be opened on 26.6.2020 at 3.00 PM. Bidders may depute their representative during opening of the tender. Your quotation/offer must remain valid for 90 days.

SCOPE OF SUPPLY:

Supply of 1515.00 MT stainless steel sheet IRS (M-44) at BCL’s Clive works are given below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Category &amp; Size</th>
<th>Specification</th>
<th>Total Quantity (MT)</th>
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<tr>
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Note: Bidders shall note that no deviation in sizes mentioned above shall be acceptable.
Delivery of steel at BCL’s works are included in the scope of supply.

Supply tolerance: +/- (Plus / minus) 5% in each quantity.
Deviations in size and tolerances cannot be accepted.

Qualifying criteria:

Eligible Bidders:

i) Bidders shall be main steel producers having integrated steel plant.

ii) Bidder shall submit copy of GST registration certificate along with Techno-commercial Bid.

GENERAL TERMS & CONDITIONS

1) Security Deposit: 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalized 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/ Railway approved sources. 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 and Railway approved sources are exempted from submission of Performance Guarantee. In case bidder opts for submission of Security Deposit, no Performance Guarantee is to be submitted. In case, SD/PBG 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 the parties bill.

3) Payment: our standard payment terms is 100% with 30 days credit after submission of bill(s).

Payment shall be made against after submission of bill (s) with 30 days credit with relevant documents after completion of full /part supply (R/A bill) duly certified through MRR by IC(stores)-CW or his authorized representative. Payment for GST shall be made at actual as applicable as per prevailing rate against relevant documents.

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. 1,00,000.00 (Rupees one 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 RDSO / Railway approved sources 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 Period**: Commence within 01 (one) month from the date of order and delivery shall be 04 (four) installments at an interval of 4 months. Completion within 17 months from the date of P.O. 
   **Address of Clive Works**: Braithwaite & co. Ltd. 5 Hide Road, Kolkata 700043.

6) **Inspection**: Mill’s Test Certificates shall accompany each supply for supplier from main producers of steel having integrated steel plant.

7) **Price Confirmation**: Quoted / Ordered Rate shall remain firm till to the completion of the full supply of materials.

8) **Validity**: Offer should remain valid for 90 days from the date of opening of the bid.

9) **Quantity variation**: BCL reserves the right to amend the quantity by +/-30% at same rate, terms & conditions. BCL also reserve the right to place repeat order for maximum 75% of original order quantity at the same rate & terms of original order for which acceptance the same from the supplier shall be taken prior to placement of such repeat order.

10) **Guarantee/Warranty**: The supplied items shall be covered with manufacturer’s Warranty against manufacturing defects. Defective materials shall have to be replaced free of cost.

11) **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.

12) **Supply must accompany proper challans, guarantee certificate (if any), etc. to stores otherwise MRR for the same may not be processed.**

13) **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.

14) **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.**

15) **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 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**: 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.

18) **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 15 days notice.

19) An unconditional acceptance of all notes terms & conditions of the tender must be given along with the Part-1 offer.
20) Evaluation of lowest bids :-

Lowest bid shall be evaluated on item wise considering lowest rate per MT on F.O.R Clive works, Kolkata basis received from a bidder. Accordingly, BCL reserves the right to place separate orders on item wise L1 basis.

**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 item wise considering lowest rate per MT on F.O.R Clive works, Kolkata basis received from a bidder. Accordingly, BCL reserves the right to place separate orders on item wise L1 basis.

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Signature & stamp of bidder………………………………………………………………