



# BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

SUBSIDIARY OF BBUNL

Accredited with Quality Standards

**ISO 9001 for Cranes / ISO 9002 for Railway Wagons**

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA - 43, TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413

E MAIL : [purchase@braithwaiteindia.com](mailto:purchase@braithwaiteindia.com) FAX : 91 (033)2439 7632 / 2439 5607.

## ENQUIRY

Ref: Tender Enquiry No. BWT/CORP/PUR/SP-96/AW/NPG/2005

Dt. 25.04.05

Dear Sirs,

Please quote your prices for supply, installation and commissioning of 5 Ton Laddle Preheater Set consisting of the following components –

- 1) 5 Ton Laddle Preheater
- 2) Blower unit complete for above
- 3) Heating & Pumping unit for above
- 4) Burner for above
- 5) Installation and Commissioning

Model No. TPQ ZR 007

SPH – 0703

55-14-6

Your quotation shall comprise of two parts :

- a) **Part- I : Techno-commercial Bid**
- b) **Part – II : Price Bid**

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3<sup>rd</sup> envelope and all the 3 envelopes shall be superscribed with our Tender Enquiry no.BWT/CORP/PUR/SP-96/AW/NPG/2005 and due on **07.05.05**.

The quotation will be considered as cancelled if the documents required for part-I & Part-II are not placed in respective envelopes.

Your quotation should reach us latest by **07.05.05** within 1.00 P.M. The techno-commercial bid will be opened on **09.05.05 at 11.00 A.M.**

Contd....2

Sealed quotations addressed to OSD(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 **07.05.05** by 1 P.M.

An unconditional acceptance of commercial terms and conditions stipulated in Annexure-II of this tender enquiry is to be given alongwith the offer.

For Braithwaite & Co. Ltd.,

( N. P. Ghosh)  
Assistant Manager (Purchase)

PART-I : TECHNO-COMMERCIAL BID

Tender Enquiry No. BWT/CORP/PUR/SP-96/AW/NPG/2005

GENERAL TERMS & CONDITIONS

Part-I : Credential Bid, EMD and Techno-commercial Bid

1.0 Credential Bid :

Tenderer should submit all papers related to credentiality as under :

- (i) Details of supply, installation & commissioning of similar equipment in last 3 years alongwith the copies of Purchase Orders and successful commissioning certificates.
- (ii) Copies of Sales Tax Clearance Certificate
- (iii) Copy of Trade Licence

2.0 EMD : Rs. 6000/- : EMD is required to be deposited as Bid Security and to be submitted in the form of DD/Pay Order in favour of Braithwaite & Co. Ltd payable at Kolkata. However, for SSI Units with 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. Copy of the valid NSIC Registration Certificate should be furnished.

3.0 Security Deposit : 10% of order value in the form of Bank Guarantee which will be valid till completion of the commissioning the machine to be submitted within 15 days of receipt of purchase order. This Security Deposit will be released after successful completion of the job and submission of Performance Guarantee.

3.1 Performance Guarantee : After completion of the job. 10% of order value in the form of Bank Guarantee from an Indian Nationalised Bank to be submitted duly valid till completion of guarantee/warranty period. However, Security Deposit may be converted to Performance Bank Guarantee.

3.2 Payment Terms : 90% against receipt of materials and balance 10% after successful commissioning.

3.3 Price : Prices are fixed and not subject to variation on any account. Prices for equipments and accessories to be given in the separate enclosure (Price Bid). Break-up prices considering Basis Price, Excise Duty, Sales Tax, Packing and Forwarding, Freight & Insurance Charges etc. to be indicated separately.

3.4 Excise Duty : In case of Price inclusive/exclusive of ED, vendor shall pass on the MODVAT benefit to Braithwaite by providing Transporters copy of ED invoice along with the supply. Otherwise, the same shall be deducted from vendors Bill.

3.5 Delivery : Delivery shall be treated as the essence of the contract. Delivery period shall be reckoned from the date of issue of purchase order. The vendor should indicate their best possible delivery scheduled with door delivery to Angus Works-free of charges.

- 3.6 Completion of job : The job should be completed within 30 days from the date of receipt of LOI/PO
- 3.7 Loading & Unloading of materials : Loading and unloading of materials from the transport during delivery of the materials will be the responsibility of vendor.
- 3.8 Packing Identification Mark : Vendor should pack the materials so as to avoid loss or damage during handling and transport by Rail/Road. Each package should contain a packing note mentioning the name of the vendor, number and date of order , nomenclature of the stores etc.
- 3.9 Transportation & Insurance : Party's responsibility.
- 3.10 Operational Training : To be given by you at our works at free of cost
- 3.11 Inspection : Quality Assurance Plan to be submitted by vendors during Engineering and the same should be approved by Braithwaite. Inspection will be carried out by our Inspector/consultant at Vendor's Works in different stages during manufacturing of the equipments. All Inspection and test will be carried out as per approved procedure of Braithwaite. You have to bear all cost of any and all Inspection and tests.
- 3.12 Guarantee Period : All materials should be free from any defect from faulty design and/or materials and workmanship. Vendor should provide guarantee for their product against supply of defective material and workmanship for a period of 18 months from the date of delivery of materials or 12 months from the date of commissioning which ever is later. In case of any defectiveness towards material or workmanship vendor have to repair/replace the same at free of cost.
- 3.13 Penalty : If vendors are not able to supply/erect/commission of the equipments as per the delivery schedule a penalty @ 0.5% per week subject to maximum 10% that of unexecuted/non-supply part.
- 3.14 Risk Purchase Clause : In case the vendor fails to execute the contract fully or partly, Braithwaite's shall have the right to procure/execute the work through other agencies as decided by Braithwaite at the risk and cost of vendor, after given appropriate notice in writing.
- 3.15 Bid shall remain valid for a period of 90 days from the date of bid opening.
- 3.16 Force Majeure : For the purpose of this clause, "Force Majeure" means and event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situations arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

3.17 Termination & Suspension :

The Company may at any time on breach of the contract by vendor, give them a written notice of such breach. If vendor does not cure that breach within a period of 30 days after receiving such notice then the Company may terminate the contract at any time there after stating therein the date of termination.

On receiving the notice of termination, vendor will stop performance of the work order from the effective date of termination, hand over all drawings and documents and transfer all the rights of work to the Company.

In the event of termination, the Company and vendor will sit together to arrive at the fair solution in determining the claims and payments due to each other arising out of such termination. If no fair solution is arrived at within 2 months from the effective date of termination, the matter shall be referred to Arbitration.

The Company may suspend the work in whole or in part at any time by giving notice to vendor in writing of such effect stating the nature, the date and the anticipated duration of such suspension.

On receiving the notice of suspension, vendor will stop all such work which the Company may at anytime cancel the suspension notice for all or any part of suspended work by giving written notice. Vendor will resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension.

In the event of suspension, the Company shall not be liable to pay to vendor for any damage or loss or idle labour caused by such period of suspension of work.

3.18 Arbitration : All questions disputes on difference whatsoever shall arise between the Company and vendor 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 sole arbitration of the Managing Director of Braithwaite & Co. Ltd. and his award shall be binding on both the parties. The M.D. shall have the right and authority to appoint an arbitrator any Officer of the Company, not below the rank of a G.M., who is not directly connected with the Purchase Order. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

2.20 Price Bid Part shall be opened only if Part-I is qualified.

3.21 Alteration/inclusion/deviation will not be allowed once the bid is submitted.

3.22 BWT reserve the right to terminate the order by giving 7 days notice at any point of time.

3.23 Quantity variation : BWT reserve the right to split up the tendered quantity within more than one bidder without assigning any reason. Quantity as stated in the tender may vary as per discretion of Braithwaite.

3.24 Unconditional acceptance of the terms & conditions as mentioned above should be given by the tenderer alongwith their offer.

**PART-II : PRICE BID :**

- a) The Rate will remain firm till completion of the order.
- b) The Rate to be quoted both in figures and words
- c) Over writing in price figure of the quotation will be rejected.

BRAITHWAITE & CO. LIMITED