



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 FAX : 91 (033)2439 7632 / 2439 5607.

Press Tender no. BWT/PUR/CORP/2005/01

Dated : 15/04/05

Sealed tenders are invited from resourceful and reputed Indian / Overseas manufacturers and/or authorised Indian Agent / suppliers for Design, Manufacture, Supply , Erection and Commissioning of 1 No. 96" table dia x 120" sweep double door Shot Blasting Machine with dust collector, Electrical Panel etc complete including civil foundation (if any) with proven track record.

Description of item	Qty	Cost of tender from	Earnest Money Deposit	Last date & Time of submission of Bid	Date & time of opening of part-I of the tender
Design, Manufacture, Supply, Erection & Commissioning of 96" table dia x 120" sweep double door Shot Blasting Machine with dust collector, Electrical Panel etc complete including civil foundation (if any)	1 No.	Rs.300/-	Rs.10,000/-	30.04.2005 by 1 PM	02.05.2005 at 11 AM

1. The detailed technical specifications & scope of work is mentioned in Annexure-'A'
2. Issue of tender documents : Any working day except Sunday and Holidays between 10 A.M. and 3 P.M. on payment of Rs.300/- (non-refundable) by DD/Pay Order to be issued in favour of "Braithwaite & Co. Ltd" payable at Kolkata for the tender documents.
3. The offer shall comprise of 2 parts as under :
 - a) **Part-I : Techno-commercial Bid**
 - b) **Part-II : Price Bid**

Both the parts shall be submitted separately in 2 envelopes and these shall be put in 3rd envelope and all the three envelopes shall be superscribed with Tender No. BWT/PUR/CORP/2005/01 and due on 30.04.2005 and the content bid(s).

4. Tender will be considered as cancelled if the documents is required for Part-I & Part-II are not placed in respective envelope.
5. The tender is not transferable.
6. Tender documents can also be available by down-loading from our website : www.braithwaiteindia.com. In that case, Rs. 300/- in the form of DD/Pay Order in favour of Braithwaite & Co. Ltd payable at Kolkata is required to be submitted towards the cost of tender document in addition to EMD amount along with the offer.

7. Sealed quotations addressed to OSD(Purchase), Braithwaite & Co. Ltd, 5 Hide Road, Kolkata – 700 043 may be dropped in our Tender Box No 01(in case of hand delivery) or may be sent by Registered Post but must reach us positively within 30.04.2005 (due date) by 1 PM.
8. Braithwaite reserves the right to accept/reject/split any or all tenders in part or full without assigning any reason.
9. An unconditional acceptance of commercial terms & conditions stipulated in Annexure 'B' of this tender is to be given along with the offer.

For Braithwaite & Co. Ltd.

BRAITHWAITE & CO. LIMITED

ANNEXURE –B

PART –I : TECHNO-COMMERICAL BID

Press Tender no. BWT/PUR/CORP/2005/01

General Terms & Conditions :

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

1.1 Credential Bid :

Tenderer should submit all papers related to credentiality as under :

- Details of supply of similar equipment in last 3 years alongwith the copies of Purchase Orders and successful commissioning certificates
- Copy of Sales Tax Clearance Certificate
- Copy of Trade License

2.1 EMD : Rs. 10,000/- (Rupees Ten thousand only)

Earnest Money Deposit (EMD) : Earnest Money Deposits as prescribed in the para 1 of page 1 of tender document are required to be deposited as Bid Security/EMD by Demand Draft/Pay Order in favour of Braithwaite & Co. Limited payable at Kolkata failing which the Tender will not be considered. However, for SSI Units with single point registration with NSIC, payment of EMD/Security Deposit can be considered for exemption. Copy of the valid NSIC Registration Certificate should be furnished alongwith the bid.

EMD will be forfeited or revoked if the tender is withdrawn and/or if the price is escalated later within the validity of the tender. EMD without any interest shall be returned to unsuccessful bidder after finalisation of contract.

2.2 Security Deposit : 10% of the order value in the form of Bank Guarantee from an Indian Nationalised Bank 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.

2.3 Performance Guarantee : After completion of the job, 10% of the order value in the form of Bank Guarantee from an Indian Nationalised Bank which will be valid till completion of guarantee/warranty period. However, Security Deposit may be converted to Performance Bank Guarantee, intimating the same to the party.

2.4 Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.

2.5 Bank Guarantee Format for EMD and Security Deposit is/are available from Purchase Department.

2.6 Validity : Offer should remain valid for 90 days from the date of opening of this tender.

2.7 Corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise offer will be treated as invalid.

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- 2.8 Techno-commercial bid must accompany detailed description and specification of the equipment as offered.
- 2.9 Deviation statement between the tendered specification and the specification of the offered equipment must be submitted alongwith the offer..
- 2.10 **Splitting of Tender** : BWT reserve the right to split up the tendered quantity within more than one bidder without assigning any reason.
- 2.11 **Liquidated Damage (LD)** : In the event of failure on the part of the vendor to supply/erect/commission the equipment as per delivery schedule, Braithwaite reserves the right to recover by way of LD a sum of 0.5% for every week or part thereof subject to maximum 10% of the value of unexecuted/non-supply part of the order.
- 2.12 **Risk Purchase Clause** : In case the vendor fails to execute the contract fully or partly, Braithwaite shall have the right to procure/execute the work through other agencies as decided by Braithwaite at the risk and cost of vendor, after giving appropriate notice in writing.
- 2.13 Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata.
- 2.14 Payment Terms** : 70% against proforma invoice on receipt of materials and balance 20% after erection & 10% after successful commission.
- Erection charges per equipment : 90% of Erection charges within 30 days from the date of submission of bill after successful completion of Erection of the equipment and balance 10% after successful Commissioning and handing over of the equipment.
- Commissioning charges per equipment : 100% payment will be made within 30 days from the date of submission of bill with proper certification after commissioning and handing over of the equipment.
- 2.15 **For Spares** : 100% payment against Proforma Invoice on receipt of materials.
- For all supplies payment will be released on receipt of materials in good conditions at the respective Works of Braithwaite & Co. Ltd.
- 2.16 **Price** : Prices are fixed and not subject to variation on any account. Prices for equipment and accessories to be given in the separate enclosure (Price Bid). Break-up of prices considering Basic price, Excise Duty, Sales Tax, Packing and Forwarding, Freight & Insurance Charges etc. to be indicated separately. Price will remain firm till the execution of the order.
- 2.17 **Excise Duty** : In case of Price inclusive/exclusive of Excise Duty, vendor shall pass on the MODVAT benefit to Braithwaite by providing Transporters copy of Excise Duty invoice along with the supply. Otherwise, the same shall be deducted from vendor's Bill.
- 2.18 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 schedule with door delivery to BWT-Angus Works – free of charges.

2.19 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 equipment. First phase final inspection will be carried out at vendor's works before despatch of the equipment. Operational test as well as load test will be carried out at our Angus Works after completion of erection and commissioning. 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.

2.20 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 vendor, number and date of order, nomenclature of the stores etc.

Notwithstanding anything stated in this clause, the vendors shall be responsible for loss/damage/depreciation of the materials due to faulty, unprotected and insecure packing.

2.21 Despatch clearance : Materials will be delivered from Vendor's Works after getting the despatch clearance from Braithwaite. Vendor should inspect and select the proper place in consultation with Engineer-in-charge of Braithwaite for unloading of materials at the respective Works of Braithwaite & Co. Ltd.

2.22 Loading & Unloading of materials : Loading and Unloading of materials from the transport during delivery of the materials will be the responsibility of vendor. In case of heavier components Braithwaite will provide Crane facilities during unloading of the same.

2.23 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 materials and workmanship for a period of 18 months from the date of delivery of materials or 12 months from the date of commissioning whichever is later. In case of any defectiveness towards materials or workmanship vendor have to repair/replace the same at free of cost.

2.24 Insurance : Vendor will provide the transit Insurance of the equipment at Vendor's cost.

2.24 Income Tax shall be recovered as per Company's rule.

2.25 At the time of Unloading, Erection and Commissioning of the equipment (if applicable) all safety measure of the equipment and vendor's employees will be taken care by vendor only. Braithwaite will not be responsible for any damage or loss.

2.26 All materials required for the job should be entered in the Factory premises through challans. All challans should be endorsed by Security Deptt., Stores and In-charge of Capital Project.

2.27 During progress of work any unforeseen minor work not covered within the scope of contract shall have to be carried out by vendor at no extra cost to the Company.

2.28 Force Majeure : For the purpose of this clause, "Force majeure" means and even 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.

2.29 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 all 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 any time 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.

2.30 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 G.M. who is not directly connected with the Purchase Order.

2.31 Vendors must recommend spare parts required for maintenance for 2 years trouble-free operation of the equipment.

2.32 Necessary Training of our Personnel for operation and maintenance of the equipment shall have to be arranged by the successful vendor.

PART –II (PRICE BID)

- I) The rate will remain firm till the execution of the order
- II) The rate to be quoted both in figures and words
- III) Over writing in price figure of the quotation will be rejected

Technical Specification of Shot Blasting M/c

- 96 inch Table dia x 120 inch Sweep double Door Machine.
- Automatic abrasive recycling & reclaiming system including Bucket elevator separator.
- Upper Screw conveyor and Bottom Screw Conveyor.
- Interconnecting Cable & a Combined Control panel cum Operation desk.
- One dust collector with exhaust fan.
- One set of inter-connecting ducting between M/s. Dust collector & Exhaust Fan.
- Initial fill of 2MT of Steel Shots of SAE Grade: S-460 & S-550 in 1:1 ratio.
- The lining of the Cabinet will be with 6mm rubber sheet.

SCOPE OF WORK

The following should be included in the scope of the party.

- All the civil foundations with necessary foundation Bolts required for the m/c.
- Grouting of the M/c.
- On site installation & assembly of M/c with party's supervision.
- Tools & Tackles, labourer, required material for Erection is responsibility of the party.
- Supply of first fill steel shots, Oils & lubricants will be supplied by the party.
- Loading & Unloading arrangement of the M/c or M/c parts should be arranged by the party. Braithwaite may provide E.O.T Crane only, if absolutely required at the time of loading & unloading.
- Construction of cable trenches & supply of cable, cable tray, etc and cable laying from Main power supply point to Control point & various individual load points like Motor etc. are the scope of the party.
- Ducting system between the M/c, Dust collector & Blower are the responsibility of the party.
- Spare & Wear parts for Six months to be supplied by the party.