

# BRAITHWAITE & CO. LTD

**5, HIDE ROAD  
KOLKATA-43**

**Tender Enquiry No: BWT/ ARD/ PLATE / NALCO/09-10/CW Dt. 07.11.09**

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*Sealed offers are invited from resourceful financially sound steel producers / vendors for supply of steel plates for BTAP wagon.*

- 1. Issue of Tender documents : Any working day (except Sunday & Holiday) between 10 A.M. to 3.00 P.M. from 07.11.09 to 5.12.09 against payment of Rs. 500/- (Non- refundable) by Demand Draft / pay order drawn in favour of ‘ BTAITHWAITE & CO. LIMITED’.*

*Interested bidder(s) may download the Tender Document from our Website ‘ [www.braithwaiteindia.com](http://www.braithwaiteindia.com)’ and participate in this tender by paying Rs. 500/- in the form of Demand Draft/ pay order drawn in favour of ‘BRAITHWAITE & CO. LIMITED’ along with Techno commercial bid (part- I)*

**2. Closing of Tender Box : At 11.00 A.M. on 07.12.09**

**3. Opening of Tender BOX : At 3.00 P.M. on 07.12.09**

The tender should be comprised of parts as under :

(a) **Part- I : Techno-commercial bid .**

(b) **Part II : Price- bid.**

All these parts shall be inserted separately in two envelopes and these shall be put in 3<sup>rd</sup> envelope and all the envelopes shall be super scribed with our *Tender No., Part No., and Due Date.*

Sealed tender addressed to **DGM (Purchase), BRAITHWAITE & CO. LIMITED.** 5, Hide Road, Kolkata – 43 may be dropped in our tender **Box No. 01** in case of hand delivery or may be sent by Registered post but must reach in favour of **BRAITHWAITE & CO. LIMITED,** positively within (due date) **by 11.00 A.M.**

**BRAITHWAITE** reserve the right to accept / reject/ split any or the tender in part or full without assigning any reasons.

**For BRAITHWAITE & CO. LTD.**

**Part – I : (Techno-commercial bid)**

**(A). CREDENTIAL:**

Tenderer should submit all papers related to credential i.e. Audited Balance Sheet, Trade License, Sales Tax Clearance certificate, Income Tax clearance certificates and experience viz. copy of orders, completion certificates towards. proof of past performance.

**(B). Earnest Money Deposit (EMD)—25,000 /- ( Twenty five thousand only)**

- i) Earnest money Deposit (EMD) is required to be submitted by **Demand Draft/ Pay order/ Bid Bond** in the form of Bank Guarantee drawn **in favour of Braithwaite & Co. Ltd**, failing which tender will not be considered. Further, in case of Bid Bond the validity period should be initially 90 days from the date of validity of your offer.
- ii) EMD/ Bid bond will be forfeited or revoked if tenders is withdrawn and / or if the price is escalated later with in the validity of the order.
- iii) EMD shall be returned to unsuccessful bidders after finalization of Contract. But no interest will be paid against the EMD.
- iv) No offer will be considered without EMD.

**(C). Terms & condition :**

- i. **Security Deposit @ 5 %** of the material value only in the form of Bank Guarantee must be submitted by the successful bidder within ten days on receipt of Purchase order . EMD can be adjusted towards Security Deposit.

Security Deposit is also exempted for NSIC registered vendors, PSU & RDSO registered parties.

- ii. Security Deposit will be returned only on completion of the job at BWT'S full satisfaction in all respect.
- iii. Offer should remain valid for 90 days from the date of opening of this tender.
- iv. Offered rate shall be firm till the completion of the contract.
- v. All corrections (if any) must be signed at the appropriate place by the signatory of the bidder ,otherwise tender will be invalidated .There should not be any correction or over writing on the price bid ,if so the offer will summarily rejected.
- vi. Alteration / Inclusion / Deviation / Price changes will not be allowed once the bid is submitted unless BWT demands.
- vii. Quantity Variation : Purchaser reserves the right to increase / decrease the order quantity upto  $\pm 30$  % in the same status (price& term) with extended delivery date (if any).

**For, BRAITHWAITE & CO. LTD.,**

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- viii. Tender will be considered as cancelled if the documents as required for part – I & Part – II are not placed in respective envelopes.
- ix. The Tender is not transferable .
- x. The quantity may split up to more than one party as per discretion of BWT at L1 rate through floating counter offer to other bidders.
- xi. In case of non-compliance of Techno- commercial terms & conditions by L1 bidder, counter offer may be floated other bidders for matching L1 rate.
- xii. **Liquidated Damages** : In the event of failure on the part of the contractor to complete the job within the stipulated completion period, BRAITHWAITE & CO. LTD., reserve the right to recover a sum of 0.5% every week or part thereof by way of LD subject to maximum limit of 10% of the order value.
- xiii. **Risk Purchase** : In the event of failure on the part of the contractor to complete the job within the stipulated completion period of time as decided by the purchaser, the purchaser reserves the right to get the job done by the other agency/ agencies as per the order on risk purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.
- xiv. **Arbitration** : All questions, disputes or differences whatsoever shall arise between the Purchaser and the supplier upon or in relation to or in connection with contract, either party may forthwith give to the other notice writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator who shall be the Managing Director 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, 1956 statutory modification thereof. The proceeding of the Arbitration shall be held in Kolkata.
- xv. Any legal dispute that may arise will be settled within the jurisdiction or Court of Kolkata.
- xvi. **Excise Duty gate pass** are required to be provided along with supply if order on you.

**For, BRAITHWAITE & CO. LTD.,**

STEEL

**Total quantity involve – 132.00 MT steel for BTAP (A/c NALCO)**

The following steel shall be conforming to **IS: 2062, Fe-410 WA**

Sl. No.	Description	Specification	Total (M.T.)
01.	PL- 8 x 2500 / 2200 x 8000	IS: 2062,Fe -410, WA	132.00

1. Quoted rate in the offer should be in M.T. for the items as per tender.
2. Your responsibility will cease only after issuance of completion certificate from our stores authority regarding the arrival of the materials at our works with out changes of the quantity & specification of materials.
3. We shall not be responsible for any loss or damage to any person or property that may be sustained in the course of transportation / movement of goods and all claims by any person / institution shall be settled by you including loss or injury to any third party and from all liabilities resulting from negligence or default of your employees or any other person in the course of handling any transportation / movement of such goods.
4. The persons engaged by you for this purpose will be your employees and all wages etc. and other benefit shall be paid by you and we shall not held responsible if any claim is made by you person institution at nay time.
5. **Payment terms :- 100% against proforma invoice. Cheque will be handed over at the time of receipt of materials and relevant documents**
6. **Your rate will be valid for at least 3 months or till completion of job.**
7. **Delivery :- Material will be procure in 2 phases. The 1<sup>st</sup> phase to be delivered within 15 days from the date of receipt of purchase order. Balance quantity as per our requirement.**
8. **Terms of delivery :- Free delivery to our works from your premises.**
9. **Offer Validity :- 60 days.**

**For, BRAITHWAITE & CO. LTD.,**

**Part – II Price bid**

1. Price Bid- part shall be opened only if part- I is qualified
2. Rates should be mentioned in figure as well as in words.
3. Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.
4. Party should submit their offer as per **Price Annexure –I**
5. Any overwriting or correction in the price bid will be rejected summarily
6. Part- II of the tender (price bid) will be opened after evaluation of part – I for which date and time of opening will be intimated to the technically and commercially acceptable bidders. No overwriting or correction will be allowed in price part bid will be treated as cancelled, if any overwriting is found in the price part. Un opened price bids of unqualified bidders will be returned.

**PRICE ANNEXURE -I**

Sl. No.	Item description & Specification	Basic Price / Pcs. (Rs.)	ED & Cess (Rs.)	S. T. (Rs.)	Freight Charges/ pcs (Rs.)	Total Cost/ Pcs. (Rs.)
01.	PL- 8 x 2500 / 2200 x 8000 IS: 2062,Fe -410, WA					

**Notes :-**

All Columns shall have to be filled up for price schedule Failure to do so may result rejection of offer.

Material cost should commensurate with prevailing market rate.

Purchaser reserves the right to accept / reject the quoted price without assigning any reason.

Bidders shall take **MOD VAT / CENVAT** benefits into their account for materials and accordingly prices shall have to be quoted.

**For, BRAITHWAITE & CO. LTD.,**