

BRAITHWAITE & CO. LIMITED

(A Govt. of India Undertaking)

ANGUS WORKS

P. O. ANGUS – 712221, DIST. HOOGHLY (W.B.)

TEL : 633-6204 to 6208/6376/6378/5463 FAX : +91 33 633-6377 EMAIL : braith.company@gems.vsnl.in

Ref: PUR/AS/SP-37/05/49

4 February 2005

ENQUIRY

To

M/s.

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Dear Sirs,

Please quote your prices for the following articles including suitable packing, if required and free delivery to our Angus Works at Bhadreswar, Hooghly District. Your quotation should reach us latest by 15:00 hours on 15.02.05 and must remain open for our acceptance for **60 days** from due date of submission of offer. This enquiry (Indent No. SP-37 dated 18.01.2005) is subject to the terms and conditions append below which must be read carefully before submitting your offer.

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|---|------------------------|------------------------|
| i) Delivery required - As per enclosure | ii) EMD | - Nil |
| iii) Inspection by - By Braithwaite | iv) S.T. if applicable | - At concessional rate |
| v) Security Deposit - As per enclosure | | |

Sl. No.	Description of items	Required Quantity
	Structural, Fabrication, Erection and Painting of Gantry Girder, Charging Roof Girder, Charging Roof Supporting Column, Surge Girder/Walk way, Cantilever Gantry Girder Supporting member etc. at Angus Foundry for 5T Arc Furnace Scope of Work, Technical Specification, Terms & Conditions, Proforma for Price Schedule as per enclosure.	

Notes :

- i) Two Bid offer (Techno Commercial and Price) to be submitted.
- ii) Please quote your price both in words and figures.
- iii) Offers will be opened on 17.02.05 at 2:00 PM at our Purchase Office. You may present during opening.
- iv) Overwriting in Price Figures of the quotation will be rejected.
- v) Credential Bid in a sealed envelope has to be submitted. Credential bid should be consisted of Trade Licence, ST & IT clearance certificate, Audited Balance Sheet for last 3 years, Past experience certificates. Credential Bid in addition to Techno Commercial and Price Bid has to be submitted by the bidder who will submit their offer against Notice Board.

Yours faithfully,
BRAITHWAITE & CO. LIMITED

Terms & Conditions :

1. Standards : The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification and when no applicable standard is mentioned to the authoritative standards appropriate relevant IS standards and the same shall be latest issued by the concerned institution.
2. Payment Terms :
 - (a) Fabrication Work :
80% after successful completion of Fabrication work.
10% after successful completion of Erection.
10% after completion of total contract.
 - (b) Erection Work - 90% after successful completion of Erection work.
10% after completion of total contract.
 - (c) Painting Work - 90% after successful of painting work (including supply of paint).
10% after completion of total contract.
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.
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.
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 schedule with door delivery to Angus Works.

Completion Period : Within 5 weeks from the date of issue of purchase order.

6. 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. First phase final Inspection will be carried out at vendor's works before despatch of the equipments. 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.

7. Security Deposit : 5% of order value in the form of Bank Guarantee which will be valid till completion of the commissioning the machine to be submitted within 10 days of receipt of purchase order. This Security Deposit will be released after successful completion of the job and submission of Performance Guarantee.
8. 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.
9. Income Tax shall be recovered as per Company's rule.
10. Performance Guarantee : 5% of order value in the form of Bank Guarantee to be submitted along with the materials when the supply is being completed and this guarantee should be valid till completion of the Guarantee Period of the equipments.
11. 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.
12. The quantities mentioned above may vary. Actual quantity of the work shall be as per final drawing to be provided to you. Payment shall be made on actual measurement basis.
13. You should maintain a daily Measurement Book/Sheet for measuring the progress of job. The measurement sheet will be checked/signed by BWT's Engineer-in-charge periodically.
14. Reconciliation Statement for all materials should be enclosed with the bills showing item wise quantity with reference to challans.
15. The following items to be checked by BWT's Engineer-in-charge for certification of R/A Bill :
 - (a) All challans endorsed by our Security Deptt., Stores Deptt., and Engineer-in-charge to be submitted in triplicate.
 - (b) Availability of input materials brought inside the Factory by the contractor so that jobs in subsequent stages does not hamper.
 - (c) Measuring sheet of he job submitted by the contractor.
 - (d) Material Reconciliation Statement.
16. Valid Entry & Gate Pass : Person/Persons engaged for the jobs under order have to arrange for Valid Entry and Gate Pass from the authority at your cost and have to surrender the same to the authority after completion of the job.
17. Subletting of contract : You shall not assign or sublet the contract or any part thereof in ay manner what soever without the permission of the Company.
18. The Security Deposit shall, however, he liable to be forfeited in case of any breach by the Contractor of any of the conditions of the contract or for not completion of the full contract by the Contractor without any prejudice.

19. The Company reserve the right to terminate the contract partially/wholly at any time of the contract period if you fail to carry out the job upto for satisfaction.
20. In case your responsible for any damage to any or our Company's property or in case any machine is damaged due to negligence of your workmen, you will be liable to pay suitable compensation as deemed appropriate by the Company and the same shall be deducted from your Bill.
21. Statutory Obligation : All statutory obligation viz. PF, ESI, Bonus etc. of your employees will be completely your responsibility. The price is inclusive of all statutory deductions. You shall have to pay minimum wages to your all employees as per minimum wage act of Govt. of West Bengal.
22. Safety Measures : You shall take all precautionary measures including supply of all safety equipments to ensure the protection of your employees at site/Co.'s premises and conform to the rules and regulations of the Company.
23. Brand name and IS specification for raw materials i.e. Steel, Fasteners, HD Bolt, GCI Sheet, Paint etc. to be approved by Capital Project Deptt. before supply of the same.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.

BRAITHWAITE & CO. LIMITED

Technical specification for Structural Fabrication, Erection and Painting of Crane Gantry
Girder, Roof Leg and Girder etc. for Foundry Shed Extension

1. **Description** : Foundry Bay No. 2 & 3 of Braithwaite Angus Works are intended to extend further 13.64m towards eastern side for installation of 5T Arc Furnace.
2. **Scope of Work** : Scope of work includes Fabrication, Erection and Painting of steel structure (mainly Crane Gantry Girder, Roof Girder, Roof Leg etc.).

3. **Materials** :

Fabrication work : Structural steel (raw materials), consumables (oxygen, RLH Super Gas and Electrodes only) and drawing shall be supplied by Braithwaite.

If ISMB 400 x 140, ISMB 450 x 150 and other rolled section is not available, build-up work to be done by the contractor without claiming any extra cost. In this case Braithwaite will supply required thick of plates for web and flanges for build up rolled section.

All other materials/items required to complete the job is totally contractor's responsibility.

Erection work : The contractor should erect the above fabricated structure maintaining existing column and Crane Gantry Girder reference i.e. Centre line, Diagonal, Height etc. including supply of all fasteners. Braithwaite will not supply any material in relation to this job.

Painting work : 2 coats Red Lead primer and 2 coats Aluminium finish paints should be apply on the thoroughly cleaned surface of the column including supply of paints.

4. **Loading, unloading and carrying** : Braithwaite shall provide only space, electric power and water. Loading, unloading and carrying and handling of materials during execution of Civil, Fabrication, Erection and Painting shall be the responsibility of the contractor. Cranes, if absolutely needed shall be provided by Braithwaite depending on availability and discretion of the shop-in-charge.
5. **Machineries, tools and tackles, labourers** : All paints and machineries, handling equipment, tools and tackles, accessories experienced masons, fabricators, erectors, painters and other related labourers required to execute the total job successfully shall be arranged by the contractor.
6. **Workmanship and quality of work** : The job to be carried out as per approved drawing, specification, relevant BIS specification and direction of engineer-in-charge. The contractor should clear and leveled the floor after execution of the civil and other work. Regarding workmanship, the contractor should abide the decision of engineer-in-charge.
7. Prior to submission of offers, bidder may visit the site and contract Capital, Purchase, Foundry and Maintenance Department for clarification if any. The quantity of items may vary $\pm 15\%$. Payment shall be made on actual measurement basis. The bidder shall quote unit rate against each item specified in annexure.

Note : For fabrication work, bidder should quote two types of their bid as follows :

- a) Fabrication considering with welded joint.
- b) Fabrication considering with riveted joint including supply of rivet and cost of riveting.

PROFORMA FOR PRICE SCHEDULE

Sl.No.	Description	Unit	Quantity (approx.)	Unit Rate
1.0	Fabrication (welded or riveted) of Steel Structural (crane gantry girder, roof girder etc.) including labour, tools and tackles etc. Braithwaite will supply raw structural steel, consumables and approved drawing only	MT	42.0	(a) Welded (b) Riveted
2.0	Erection of welded or riveted of steel structural (crane gantry girder, roof girder etc.) including labour, tools and tackles etc. Braithwaite will supply consumables and approved drawing only	MT	42.0	
3.0	Painting of welded/riveted of steel structural (crane gantry girder, roof girder etc.) including cost of paint, labour, tools and tackles etc. Braithwaite will not supply any materials in this connection	MT	42.0	