

BRAITHWAITE & CO. LIMITED
5, HIDE ROAD,
KOLKATA – 700 043

TENDER NOTICE NO.BWT/ CORP /PUR /2005 DT. 28.07.2005

Sealed tenders are invited for the supply as per the technical specifications of the following items from reputed manufacturers/suppliers with proven track record .

Sl No.	Description	Requirement (in Nos)			Total Nos.	EMD (Rs)
		CW	AW	VW		
01	Portable Edge Planning Machine	4	4	4	12	48000/-

Technical Specifications of the above Machine are enclosed herewith in the Annexure-B.

2. Issue of Tender Documents : Any working day except Sunday and Holidays between 10 AM to 3 PM on payment of Rs. 300/- (non-refundable) by DD/Pay Order to be issued in favour of Braithwaite & Co. Ltd payable at Kolkata for each tender document.
3. Last date and time of sale and submission of Tender Documents : Upto 4 PM on 11.08.2005 (Due Date)
4. Opening of Part-I of the Tender: At 2.00 PM on 12.08.2005
5. The offer shall comprise of 2 Parts as under :
 - (a) Part-I : Credential Bid, EMD and Techno-commercial Bid
 - (b) Part-II : Price Bid
6. 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/ CORP/PUR/ 2005 and Due on 11.08.2005.
7. 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 is required to be submitted towards the cost of each tender document in addition to EMD amount alongwith the offer.
8. Sealed Tender, 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 11.08.2005 (due date) by 4 PM.
9. Braithwaite reserves the right to accept /reject/split any or all tenders in part or full without assigning any reason.
10. An unconditional acceptance of commercial terms & conditions stipulated in Annexure'A' of this tender is to be given alongwith the offer.

For BRAITHWAITE & CO. LTD

N. P. Ghosh
AM (Purchase)

Enclosure : Annexure A & B

BRAITHWAITE & CO. LIMITED
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KOLKATA – 700 043

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1. General Information with Commercial Terms & Conditions :

- i) Tender will be considered as cancelled if the documents as required for Part-I and Part-II are not placed in respective envelope.
- ii) The tender is not transferable.
- iii) Braithwaite reserve the right to accept or reject any quotation without assigning any reason, whatsoever and without incurring any liabilities to the affected bidder.
- iv) Purchase preference will be applicable to Public Sector Undertakings (PSU) as per purchase preference policy of Govt. of India.

2. General Terms & Conditions :

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

2.1.1 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;
- Sales Tax Clearance Certificate;

2.1.2 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, 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.

2.1.3 Techno-Commercial Bid :

EMD : Submission of EMD as per Clause 2.1.2

2.1.4 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 or after successful completion of the job and submission of Performance Guarantee.

2.1.5 Performance Guarantee : 10% of the order value in the form of Bank Guarantee from and Indian Nationalised Bank to be submitted duly valid till completion of guarantee/warranty period. However, Security Deposit may be converted to Performance Bank Guarantee, intimating the same to the party.

- 2.1.6** Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- 2.1.7** Bank Guarantee Format for EMD and Security Deposit is/are available from Purchase Department.
- 2.1.8 Validity** : Offer should remain valid for 90 days from the date of opening of this tender.
- 2.1.9** Corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise offer will be treated as invalid.
- 2.1.10** Techno-commercial bid must accompany detailed description and specification of the equipment as offered.
- 2.1.11** Deviation statement between the tendered specification and the specification of the offered equipment must be submitted alongwith the offer.
- 2.1.12 Splitting of Tender** : We reserve the right to split up the tendered quantity within more than one bidder without assigning any reason.
- 2.1.13 Liquidated Damage (LD)** : In the event of failure on the part of the vendor to supply/errect/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.
- 2.1.14 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.
- 2.1.15** Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata
- 2.1.16** Payment Terms :
- 90% payment on receipt and acceptance of materials & balance 10% after successful commissioning and handing over the equipment.
- For spares : 100% payment against proforma invoice on receipt of materials.
- Payment will be released on receipt of materials in good conditions at the respective Works of Braithwaite & Co. Ltd.
- 2.1.17 Prices** : 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.
- 2.1.18 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.

- 2.1.19 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 the respective Works.
- 2.1.20 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 of the respective Works of Braithwaite 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.
- 2.1.21 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.
- 2.1.22** 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.
- 2.1.23 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.
- 2.1.24 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.
- 2.1.25 Guarantee Period** : All equipment 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 which ever is later. In case of any defectiveness towards materials or workmanship vendor have to repair/replace the same at free of cost.
- 2.1.26 Insurance** : Vendor will provide the transit Insurance of the equipment at Vendor's cost.
- 2.1.27** Income Tax shall be recovered as per Company's rule.
- 2.1.28** 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.
- 2.1.29** 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.
- 2.1.30** 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.

2.1.31 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.

2.1.32 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.

2.1.33 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.

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

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

**A) SPECIFICATION FOR PORTABLE PLATE EDGE PLANNING MACHINE
(M+/1657)**

1. Description : Portable Heavy Duty weld joint beveling machine, electrically powered suitable for beveling of Stainless Steel Alumn. and Mild Steel plate.
2. Plate Thickness : 6 mm to 40 mm.
3. Max. Bevel capacity : Bevel width 18 mm on standard 30⁰ bevel angle of material.

Maximum width of bevel : 1½ tensile strength material of 45 Kgs per / mm.²

Maximum depth of bevel : 15mm on standard 30⁰ bevel angle on 45 Kg/mm² Tensile strength material.

Bevel Angles for Welding joint : 22.5⁰, 30⁰, 37.5⁰, 45⁰, 55⁰.
4. Bevel speed : 120 inches or 300 cm per minute (min.)
5. Motor
 - a) 2 HP
 - b) 440 V
 - c) 3 phase
 - d) 50 HZ
6. Cutter Rotation : 10 to 12 RPM
7. Special features :
 - a) Free running undercarriage with spring loaded shock absorbers and ball bearing casters.
 - b) Clamp roller & guide roller assembly for self guided & self propelled operation.
 - c) Machine should have easy adjustment for root face and depth of level.
 - d) Machine should be supplied with push button stop / Start switch and Magnetic starter with overload and undervoltage protection.

For Braithwaite & Co. Ltd.