



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

SUBSIDIARY OF BBUNL

Accredited with Quality Standards

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

TENDER ENQUIRY NO. BWT/CAP/ SP-235/AKB/2006

Dated : 11.07.2006

Dear Sirs,

Please quote your most competitive prices for the following works/articles, as per scope of works specified in this enquiry to BCL Works (CW):

Sl. No.	Description
01	Execution of Civil foundation work for foundation of 5000 Lts Capacity Liquid Oxygen Vessel as per specification.

- a) Your quotation should reach us by 20.07.2006.
- b) Your quotation shall comprise of two parts :
 - (i) Part- I : Techno-commercial Bid
 - (ii) Part – II : Price Bid

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3rd envelope and all the 3 envelopes shall be superscribed with our tender enquiry No. TENDER ENQUIRY NO. BWT/CAP/ SP-235/AKB/2006 dated 11.07.2006

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

- c) Quotation must be sent in sealed cover either by registered post or may be dropped in our tender box no. 2 in case of hand delivery.
- d) Sealed quotations addressed to Sr.Manager(Capital Project), Braithwaite & Co. Ltd., 5 Hide Road, Kolkata 700043 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 22.07.06. The techno-commercial part will be opened on 23.07.06 at 2.00 p.m. You may present during opening of the tender.

For Braithwaite & Co. Ltd

Encl: Annexure I, II & III

Note : Rs. 100/- by way of DD/Pay Order in favour of Braithwaite & Co. Ltd – Kolkata should be given alongwith your offer towards the cost of tender documents.

ANNEXURE - I

PART-I : TECHNO-COMMERCIAL BID

General Terms & Conditions:

1. EMD : Rs. 1,000/- (Rupees one thousand only)
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.
2. Security Deposit : 10% of the order value only in the form of Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 7 (seven) days on receipt of Purchase Order valid till completion of job.
3. Delivery/Completion period : Within 30 days from the date of receipt of LOI/Purchase Order.
4. Payment: 90% against supply and acceptance of materials at AW Maint. and balance 10 shall be released after completion of total supply.
5. Validity : Your offer should remain valid for 90 days from the date of opening of the bid.
6. Prices : Your prices should be inclusive of all taxes & duties if applicable.
7. Guarantee: 12 months from the date of completion of supply.
8. Performance Guarantee: 10% of the order value in the form of DD/Pay Order/BG valid till completion of guarantee period.
9. Contractor will fulfill statutory obligation as under :
 - i) Contractor Labour (Regulation & Abolition) Act, 1970.
 - ii) Contractor Labour (Regulation & Abolition) Rules, 1970.
 - iii) E.S.I. Act and Scheme.
 - iv) Minimum Wages Act and Rules as fixed by Govt. time to time.
 - v) Provident Fund Act 1932, Pension Act and allied scheme.
 - vi) Payment of Bonus Act.
10. Contractor will maintain necessary registers as prescribed by the various acts in respect of your employees at your cost. You will also comply with all other labour laws, rules & regulations and directives in force or framed/issued from time to time by Govt. (Central/State) or any local or duly constitution authority applicable to the work for which, no extra charge will be paid by us.
11. Contractor will ensure that persons employed by you on the works are competent in their respective occupations and the workmanship shall be of highest standard and to our satisfaction. It will be your responsibility to adhere to safety regulations in force at the site or work and fulfill all statutory obligations applicable to any mishap/accident/injury to your workmen caused due to your negligence on safety measure.

12. Contractor will on the instruction of our M(Maint.) –AW or his authorised representative, remove from our works any person/persons employed by you who may be in the opinion of our M(Maint.) – AW or his authorised representative, incompetent or misbehaving himself/themselves and such person/persons shall not be employed by you further without the written permission of our M(Maint.) – AW.
13. Your labour shall be required to comply with Company's rules and regulations, which may be in force from time to time.
- 14.. Quoted rates shall remain firm till completion of job.
15. Liquidated Damages : In the event of failure on the part of the contractor to complete the job within the stipulated completion period, the purchaser reserves the right to recover a sum of 0.5% for every week or part thereof by way of L.D. subject to maximum limit of 10% of the ordered value.
16. Risk Purchase : In the event of failure on the part of the contractor to complete the job within the reasonable period of time as decided by the purchaser, the purchaser reserves the right to get the job done by other agency / agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor.
17. Arbitration : Any dispute and difference, whatsoever arising between the contractor and the purchaser out of or relating to the construction, meaning, scope, operation or effect of the contractor or validity or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration in pursuance thereof shall be binding on the contractor.
18. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
19. Contractor shall mobilize the site within 7 days from the date of receipt of purchase order.
20. Job cannot be subcontracted by the contractor wholly / partly without permission of the purchaser.
21. BWT reserve the right to terminate the contract / order by given 7 days notice at any point of time.

For BRAITHWAITE & CO. LIMITED

PRICE BID (PART-II)

Sl. No.	Description	Total Amount
01	<u>Execution of Civil foundation work</u> for foundation of 5000 Lts Capacity Liquid Oxygen Vessel as per specification and drawing enclosed.	

For BRAITHWAITE & CO. LTD