



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA –700043, TEL (033) 2439-7415, 2439-4114,
2439-6613, 2439-7413 : FAX : 91 (033)2439 7632 / 2439 5607

PRESS TENDER NO. BWT/CORP/PUR/CAP/SS/2008

TENDER ENQUIRY NO. BWT/CORP/PUR/CAP/SS/2008/07

DATED:04.08.2008

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

| Sl. No. | Description | Requirement (in Nos.) | | | Total (in Nos.) | E M D (Rs.) |
|---------|---|-----------------------|-------------|----------------|-----------------|-------------|
| | | Clive Works | Angus Works | Victoria Works | | |
| 01 | ANGULAR GRINDING MACHINES (PNEUMATIC) | 3 | 3 | 3 | 9 | |
| 02 | ANGULAR GRINDING MACHINES (ELECTRICAL) | 2 | 2 | 2 | 6 | |
| | Total | 5 | 5 | 5 | 15 | |

The above Machines are required for manufacturing different types of Stainless Steel Wagon Production at our various units.

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

| | | |
|----|--|--|
| 02 | Issue of Tender Documents | Any working day except Sunday and Holidays between 10 AM and 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. |
| 03 | Last date and time for sale and submission of Tender Documents | Upto 3 PM on 25.08.2008 (Due Date) |
| 04 | Opening of Part-I of the Tender | At 3.30 PM on 25.08.2008 |
| 05 | The Offer shall comprise of 2 Parts : | (a) Part – I : Credential Bid, EMD and Techno-commercial Bid (b) Part – II : Price Bid |
| | | Both the Parts shall be submitted separately in 2 Envelopes and these shall be put in 3 rd envelope and all the three envelopes shall be superscribed with Press Tender No. BWT/CORP/PUR/CAP/ SS/2008 and Tender Enquiry No. BWT/CORP/PUR/CAP/ SS/2008/07 dated 4.8.08 and Due on 25.08.2008. |

06 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 as required to be submitted towards the cost of each tender document in addition to EMD amount alongwith the Offer.

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07. Sealed Tender, addressed to Dy. General Manager (BD), Braithwaite & Co. Ltd, 5 Hide Road, Kolkata 700 043 may be dropped in our Tender Box No. 1 (in case of hand delivery) or may be sent by Registered Post but must reach us positively within **25.08.2008 (due date) by 3 PM.**
08. Braithwaite reserves the right to accept/reject/split any or all tenders in part or full without assigning any reason.
09. An unconditional acceptable of commercial terms & conditions stipulated in Annexure 'II' of this tender is to be given alongwith the offer.

For Braithwaite & Co. Ltd.,

N. P. Ghosh
Assistant Manager (Purchase)

Encl: Annexure – I & II



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ANNEXURE-I

PRESS TENDER NO. BWT/CORP/PUR/CAP/SS/2008

TECHNICAL SPECIFICATIONS OF ANGULAR GRINDER

**ANGULAR GRINDER FOR CLIVE & VICTORIA WORKS SUITABLE FOR GRINDING OF
STAINLES STEEL PLATE**

| Sl. No. | Description | Quantity |
|-------------------------------------|---|----------|
| 01 | Angular Grinder (Pneumatic) | 2 Nos. |
| | Wheel size 7" | |
| | Man. Speed : 7500 rpm | |
| | Air Intake + (3/8 to 1/2)" | |
| | Design = Angle | |
| | Weight = (3 – 3.5) kgs. | |
| | Available pn pressure = (6 – 7) kg /cm ² | |
| 02 | Angular Grinder (Pneumatic) | 2 Nos. |
| | Wheel size 7" | |
| | Man. Speed : 7500 rpm | |
| | Air Intake + (3/8 to 1/2)" | |
| | Design = Vertical | |
| | Weight = (3 – 3.5) kgs. | |
| | Available pn – pressure = (6 – 7) kg /cm ² | |
| 03 | Angular Grinder (Pneumatic) | 2 Nos. |
| | Wheel size 5" | |
| | Man. Speed : 12000 rpm | |
| | Air Intake + (3/8 to 1/2)" | |
| | Design = Vertical | |
| | Weight = (3 – 3.5) kgs. | |
| | Available pn – pressure = (6 – 7) kg /cm ² | |
| 04 | Angular Grinder (Electrical) | 4 Nos. |
| | Wheel size 7" | |
| | Power Input = (2 – 3) kw | |
| | Volt - 230 V | |
| | Phase – single phase | |
| | Frequency : 50 hz | |
| | Max. speed : 7500 rpm | |
| Wt. Of the machine = (4 – 4.5) kgs. | | |

ANGULAR GRINDER FOR (heavy duty 9" Angle Grinder) suitable for grinding of Stainless Steel Plate for Angus Works

| | | |
|----|---|-----------------------|
| 05 | Angular Grinder (Electrical/Pneumatic) | 5 Nos. (3Nos./2 Nos.) |
| | Grinding disc dia : 9" | |
| | Power Input 2 – 2.5 kw, 230V, 1 ph, 50 hz. | |
| | No-load speed : 6000 – 7000 RPM | |
| | Wt. Of Machine : 4.5 – 5.0 kg. | |
| | Alternately Pneumatic operated Grinding M/c suitable for 9" dia Grinding disc may be offered. | |
| | Available Pneumatic pressure : 6.0 – 7.0 kg/cm ² | |

For Braithwaite & Co. Ltd.,



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DATED: 04.08.2008

General Information with Commercial Terms & Conditions :

- ii) The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.
- iii) The tender is not transferable.
- iv) Braithwaite reserves the right to accept/reject/split any or all tenders in part or full without assigning any reason.
- v) Purchase preference will be applicable to Public Sector Undertakings (PSUs) 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 (unpriced) and successful commissioning certificate.

- 2.1.2 EMD :Rs. 10,000/- (Rupees Ten 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 or Bank Guarantee along with offers. The Units Registered with DGS&D, SSI Units registered with NSIC and PSU Units /RDSO approved vendors may be exempted from submission of EMD Copy of the valid NSIC registration certificate should be furnished.

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

2.1.3 Techno-commercial Bid :

- 2.1.3.1 Submission of EMD as per Clause 2.1.2

- 2.1.3.2 Security Deposit : @ 10% of the order value only in the form of DD/Pay/ Order/Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 10 days from the date of receipt of purchase order.

- 2.1.3.3 Performance Bank Guarantee : After completion of the job. 10% of order value in the form of Bank Guarantee from an Indian Nationalised Bank to be submitted duly valid till completion of guarantee/warranty period. However, Security Deposit may be converted to Performance Bank Guarantee.

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2.1.3.4 **Payment Terms :**

80% against Proforma Invoice. Cheque would be handed on receipt of materials in good conditions at the respective Stores. Balance 20% alongwith installation, erection & commissioning charges (if any) will be released within 30 days after successful installation, erection & commissioning of the Machine.

- 2.1.3.5 Validity : Offer should remain valid for a period of 90 days from the date of opening of this tender.
- 2.1.3.6 Correction (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise offer will be treated as invalid.
- 2.1.3.7 Techno-commercial Bid must accompany detailed description and the specifications of the offered equipment must be submitted alongwith the offer.
- 2.1.3.8 Splitting of Tender : BCL reserve the right to split up the tendered quantity within more than one bidder without assigning any reasons.
- 2.1.3.9 Quoted rate should remain firm till completion of the job and price variation shall not be entertained.
- 2.1.3.16 Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration and correction.
- 2.1.3.17 BCL shall reserve the right to increase or decrease the ordered quantity at the same rate and terms.
- 2.1.3.18 Liquidated Damages : In the event of failure to supply/to completed the job within the stipulated completion period, BWT reserves the right to recover a sum of 0.5% for every week or part thereof by way of LD subject to maximum limit of 10% of the ordered value.
- 2.1.3.19 Risk Purchase : In the event of failure on the part of the contractor to complete the job, BWT reserves the right to get the job done by other agency/agencies as per the purchase order and shall recover the extra cost thereof, if incurred, from contractor.
- 2.1.3.20 rice : 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, VAT, Packing and Forwarding, Freight & Insurance charges to be indicated separately. Price will remain firm till the executive of the order.
- 2.1.3.21 Delivery : Delivery shall be treated as the essence of the contract. Delivery Period shall be reckoned from the date of issuance of purchase order. The vendor should indicate their best possible delivery schedule with door delivery to the respective Works as mentioned in Para-1 of Page-I of the tender documents.

2.1.3.22 Inspection : Quality Assurance Plan to be submitted by Vendors during engineering and the same should be approved by BWT. 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. Bidders have to bear all cost of any and all inspection and tests.

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- 2.1.3.23 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 the vendor, and date of order, nomenclature of the stores. etc.
- 2.1.3.24 Despatch Clearance : Materials will be delivered from Vendor's Works after getting the dispatch clearance from BWT. Vendor should inspect and select the proper place in consultation with Engineer-in-charge of BWT for unloading of materials at the respective Works of BWT.
- 2.1.3.25 Guarantee/Warranty 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 whichever is later. In case of any defectiveness towards materials or workmanship vendor have to repair/replace the same at free of cost. Manufacturer's TC/GC to be provided alongwith the supply.
- 2.1.3.26 Insurance : Vendor will provide the transit insurance of the equipment at Vendor's cost.
- 2.1.3.27 Income Tax (if any) shall be recovered as per Company's rule.
- 2.1.3.28 At the time of unloading, installation, erection and commissioning of the equipment (if applicable) all safety measures of the equipment and vendor's employee will be taken care by vendor only. BWT will not be responsible for any damage or loss.
- 2.1.3.29 All materials required for the job should be entered in the Factory Premises through challans. All challans should be endorsed by Security Department & Stores .
- 2.1.3.30 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.
- 2.1.3.31 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.
- 2.1.3.32 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 mater shall be referred to Aribitration.

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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.

2.1.3.33 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 MD shall have the right and authority to appoint an arbitration any Officer of the company, not below the rank of G.M. who is not directly connected with the Purchase Order. Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the arbitration shall be held in Calcutta.

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

2.1.3.35 Inspection & Load testing to be carried out at party's premises.

2.1.3.36 Operation & Maintenance Manual to be forwarded.

2.1.3.37 Technical Catalogue & Drawings are to be enclosed alongwith the offer.

2.1.3.32 Any legal dispute that may arises should be settled within the jurisdiction of Court of Kolkata.

For Braithwaite & Co. Ltd.,

PRICE FORMAT

1. The rate will remain firm till completion of supply.
2. The rate to be quoted both in figures and words.
3. Overwriting in price figure of the quotation will be rejected.
4. The bidder shall submit rate in the following format.

| Sl. No. | Description | Quantity | U/Rate (Rs.) | Total Amount (Rs.) |
|---------|---|----------|--------------|--------------------|
| 01 | Angular Grinding Machines (Pneumatic) (Wheel size 7") (Design – Angle) | 2 Nos. | | |
| 02 | Angular Grinding Machines (Pneumatic) (Wheel size 7") (Design – vertical) | 2 Nos. | | |
| 03 | Angular Grinding Machines (Pneumatic) (Wheel size 5") (Design : Angle) | 2 Nos. | | |
| 04 | Angular Grinding Machines (Pneumatic) (Grinding disc dia 9") | 3 Nos. | | |
| 03 | Angular Grinding Machines (Electrical) (Wheel size 7") | 4 Nos. | | |
| 04 | Angular Grinding Machine (Electrical) Grinding disc dia 9") | 2 Nos. | | |
| | + Taxes & Duties | | | |
| | Sub-Total | | | |
| 02 | Installation, Erection & Commissioning charges, if any | | | |
| | + Service Tax, if any | | | |
| | Sub-total | | | |
| | Others, if any | | | |
| | Grand Total | | | |

For Braithwaite & Co. Ltd.,