



**BRAITHWAITE & CO LIMITED**  
(A Government of India Undertaking)  
**SUBSIDIARY OF BBUNL**  
Accredited with Quality Standards

ISO 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

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TENDER ENQUIRY NO. BWT/CAP/RTVW/01/05/ABK/2006

Dated : 29.06.2006

Dear Sirs,

Please quote your prices for the following articles, including packing and free delivery to BCL-Clive Works:

Scope of Supply :

Sl.No.	Description of items	Qty
01	Manufacture, supply & delivery of monoblock prestressed cement concrete sleeper (B.G.) for 60 Kg. RAIL as per RDSO drawing confirming to specification IRST – 39/1985	850 Nos.

- a) Your quotation should reach us by 10.07.06.
- b) Your quotation shall comprise of two parts :
- (ii) Part- I : Techno-commercial Bid
  - (iii) Part – II : Price Bid

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3<sup>rd</sup> envelope and all the 3 envelopes shall be superscribed with our TENDER ENQUIRY NO. BWT/CAP/RTVW/01/05/ABK/06 dt. 29.06.2006 and due on 10.07.06.

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 Proj.), 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 10.07.06 The techno-commercial part will be opened on 11.07.06 at 2.30 p.m. You may present during opening of the tender.

For Braithwaite & Co. Ltd

Encl: Annexure – I  
TENDER ENQUIRY NO. BWT/CAP/RTVW/01/05/ABK/2006

## PART-I : TECHNO-COMMERCIAL BID

**1. General Terms & Conditions:**

Part –I : TECHNO-COMMERCIAL BID consisting of Technical Specifications of the offered items and General terms & conditions of supply including EMD and Credentials .

**2. Earnest Money Deposit (E.M.D):\_Rs. 5,000/- (Rupees Five thousand only)**

E.M.D. is required to be deposited as Bid Security and to be submitted in the form of Demand Draft/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.

**3. Credentials :**

Tenderer must submit the following documents as part of Techno-commercial bids :

- i) Sales Tax Clearance Certificate
- ii) Copies of purchase order(s) along with successful installation certificates in respect of your past supplies.
- iii) Vendor should have RDSO approval.

**4. 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 10 (ten) days on receipt of Purchase Order.****5 Performance Guarantee : 10% of the order value in the form of Bank Guarantee from an Indian Nationalized Bank to be submitted duly valid till completion of guarantee/warranty period However, Security Deposit may be converted to Performance Bank Guarantee.****6. Payment : 90% against receipt of materials at our stores and balance 10% against completion of total order.****Terms & Conditions :**

- i) EMD/Security Deposit/Performance Guarantee & Payment terms as per clause 2, 4, 5 & 6.
- ii) Offer should remain valid for 90 days from the date of opening of this tender.
- iii) Rate quoted shall remain firm till execution of the order. Rate should be mentioned in figure as well as in words.
- iv) **Inspection** : will be done at your premises by the representative of BCL before delivery of the Equipment.
- v) **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, number and date of order, nomenclature of the stores etc.
- vi) 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.

- vii) **Loading & Unloading of materials** : Loading & unloading of materials from the transport during delivery of the materials will be the responsibility of vendor.
- viii) **Prices** : 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 Basic Price, Excise Duty, Sales Tax, Packing & Forwarding, Freight & Insurance charges etc. to be indicated separately.
- ix) **Excise Duty** : In case of price inclusive/exclusive of excise duty, vendor shall pass on the MODVAT benefit to Braithwaite by providing Transports copy of excise duty invoice along with the supply. Otherwise, the same shall be deducted from vendors bill.
- x) **Delivery** : Materials will be delivered within 45 days from the date of receipt of Purchase Order. The materials will be delivered and installed at Clive Works, 5 Hide Road, Kolkata - 43 - **free of cost**.
- xi) **Liquidated Damages**: In the event of failure to supply materials within the stipulated delivery date, BWT reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the undelivered quantity.
- xii) **Risk Purchase** : In the event of your failure to supply the materials we reserves the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred from you.
- xiii) **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.
- xiv) **Arbitration** : Any dispute and difference, whatsoever, arising between the parties out of or relating to the installation, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the supplier.
- xv) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- xvi) Alteration/inclusion/deviation will not be allowed once the bid is submitted.
- xvii) Braithwaite reserves the right to terminate the order by giving 7 days notice, at any point of time.
- xviii) **Quantity variation** : Braithwaite reserve the right to split up the tendered quantity within more than one bidder without assigning any reason. Quantity as stated in the tender may vary as per discretion of Braithwaite.
- xix) **Guarantee/Warranty**: The material shall be guaranteed for 12 months from the date of supply or TC/GC to be provided.
- xx) **Unconditional acceptance of the terms & conditions** as mentioned above should be given by the tenderer along with their offer.

**PART – II : PRICE BID**

- (i) The Rate will remain firm till execution of the order.
- (ii) The Rates to be quoted both in figures and words.

Sl.No.	Description of item	Quantity	Unit Rate	Total Amount
01	Manufacture, supply & delivery of monoblock prestressed cement concrete sleeper (B.G.) for 60 Kg. RAIL as per RDSO drawing confirming to specification IRST – 39/1985	850 Nos.		

For BRAITHWAITE & CO. LTD