



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43, TEL 2439-7415, 2439-7413
FAX : 2439 7632 / 2439 5607 E-MAIL : braithwaite_co@yahoo.com

TENDER ENQUIRY NO. BWT/CORP/PUR/NPG/2009/04

DATED: 28.04.2009

Dear Sirs,

Sealed tenders are invited for the supply & installation of the following items including packing and free delivery to our HO – ERP Centre.

Sl.No	Item Code & Description of items	Preferably Make	Quantity
01	4COZ9315005000N U P S – 500 VA	APC/VOLTA/MICROTEK/POWER DIGITAL or any branded model of international repute	22 Nos.
02	4COZ931505200N PEN DRIVE	Transcend/Kingstone or any branded model of international repute	20 Nos.
03	4COZ931505100N RAM (DDR2)	Transcend/Kingstone/Hyundai or any branded model of international repute	5 Nos.
04	4COZ931505000N EXTERNAL HDD	Transcend/Segate or any branded model of international repute	3 Nos.

02	Issue of Tender Documents	Any working day except Sunday and Holidays between 10 AM & 3 PM on payment of Rs. 250/- (non-refundable) by DD/Pay Order to be issued in favour of Braithwaite & Co. Ltd payable at Kolkata for tender document.
03	Last date and time for sale and submission of Tender Documents	Upto 4.30 PM on 28.05.2009 (Due Date)
04	Opening of Part-I of the Tender	At 2.30 PM on 29.05.2009
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 Tender Enquiry No. BWT/CORP/PUR/NPG/2009/04 dated 28.04.2009 and Due on 28.05.2009 at 4.30 PM.

06. Tender Documents can also be available by down-loading from our website www.braithwaiteindia.com. In that case, Rs. 250/- in the form of DD/Pay Order as required to be submitted towards the cost of tender document in addition to EMD amount alongwith the Offer.

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07. Sealed Tender, addressed to Sr. Manager (Purchase), 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 28.05.2009 (due date) by 4.30 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: Part – I & II

Tender Enquiry No.:BWT/CORP/PUR/NPG/2009/04 Dated : 28.04.2009

PART-I : TECHNO-COMMERCIAL BID

General Terms & Conditions:

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

2.1.1 Earnest Money Deposit (E.M.D):_Rs. 5000/- (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 or you may deposit EMD in the form of Bank Guarantee (as per the format enclosed) which will be valid for 6 months from the date of opening of the tender. However, for SSI Units with single point registration with NSIC, payment of EMD 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.

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.

2.1.2 Credentials :

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

- i) Valid authorisation/dealership certificates from the respective Manufacturer(s) of the items for which the respective bidders submitting offer .
- ii) Copies of unpriced purchase order(s) in respect of your past supplies.

2.1.3 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 15 (Fifteen) days on receipt of Purchase Order.

2.1.4 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.

2.1.5 Payment : 90% with full taxes & duties against supply through Proforma Invoice. Cheque would be handed over after inspection of receipted materials at our site and balance 10% after satisfactory installation.

3. Terms & Conditions :

- i) EMD/Security Deposit/Performance Guarantee & Payment terms as per clause 2.1.1., 2.1.3, 2.1.4 & 2.1.5
- 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 our premises.

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- 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) Delivery : Materials will be delivered within 4 - 5 weeks from the date of receipt of Purchase Order. The materials should be delivered and installed at our ERP Centre at Head Office, 5 Hide Road, Kolkata-700 043 - **free of cost**.
- x) 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.
- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata
- xv) **Price Bid Part shall be opened only if Part-I is qualified.**
- xvi) Alteration/inclusion/deviation will not be allowed once the bid is submitted.
- xvii) Braithwaite reserve 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. Order may be distributed itemwise in different parties.
- xix) Warranty: 1 year comprehensive onsite warranty (including OEM spares).
- xx) Unconditional acceptance of the terms & conditions as mentioned above should be given by the tenderer along with their offer.

Consignee : Sr. Manager, EDP, Braithwaite & Co. Ltd. 5 Hide Road, Kolkata 700 043

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.
- (iii) Overwriting in price figure of the quotation will be rejected.
- (iv) The bidder shall submit rate in the following format.

Sl.No.	Item Code & Description of items	Quantity	U/Rate	Total Price
01	4COZ9315005000N U P S – 500 VA	22 Nos.		
02	4COZ931505200N PEN DRIVE	20 Nos.		
03	4COZ931505100N RAM (DDR2)	5 Nos.		
04	4COZ931505000N EXTERNAL HDD	3 Nos.		
	+ Taxes & Duties, if any			
	Total Price			

For Braithwaite & Co. Ltd

Assistant Manager (Purchase)