



# BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

Accredited with Quality Standards

ISO 9001 - 2000 for Railway Wagons & Cranes.

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43, TEL 2439-6676, FAX No. 2439-5607/7632

Tender Enquiry No. BWT/PUR/SS/BOST/09/01

dtd. 29.04.09

Due On : 11.05.09

To,  
M/s.....

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Dear Sirs,

Please quote your prices for the following items in two bids i.e. Techno commercial Bid & Price Bid. This enquiry is subjected to the following terms & conditions appended below which must be read carefully before submitting your offer.

Sl. No.	Description of items	Specification	Nos. per wagon	Total quantity (nos.)
01.	Pin	C50LR-BR-28-16 22.2 dia	48	18912
	Collar	LC-2R-28G Grip 26.5 mm		
02.	Pin	C50LR-BR-28-20 22.2 dia	24	9456
	Collar	LC – 2R-28G Grip 36mm		
03.	Pin	C50 LR-BR-28-28 22.2 dia	12	4728
	Collar	LC-2R-28G Grip - 39 mm		
04.	Pin	C50LR-BR-28-32 22.2 dia	8	3152
	Collar	LC- 2R-28G- Grip 56 mm		
05.	Pin	C50LR-BR-24-8 19.0 dia	12	4728
	Collar	LC-2R-24G Grip 19 mm		
06.	Pin	C50LR-BR-24-16 19.0 dia	44	17336
	Collar	LC-2R-24G Grip 25to 28.15mm		
07.	Pin	C50LR-BR-20-12 15.9 dia	96	37824
	Collar	LC-2R-20G Grip 24.15 mm		
08.	Pin	C50LR-BR-16-8 12.7 dia	288	113472
	Collar	LC- 2R-16G Grip 17 mm		
09.	Pin	C50LR-BR-16-12 12.7 dia	60	23640
	Collar	LC-2R-16G Grip 20 mm & 25 mm		
10	Pin	C6LB-R-12-4G 9.5 dia	6	2364
	Collar	2LC-R-12G Grip 16.6mm		
11	Pin	C50-LR-BR-24-12 19.0 dia	36	14184
	Collar	LC-2R-24G Grip 24 mm/25 mm		

For Braithwaite & Co. Ltd.,

- N.B. :-**
1. **Huck Bolt shall be Zinc plated / Galvanized having a minimum yield strength of 250 N/mm.**
  2. **The specifications mentioned above are as per M/s. Huck Fasteners Catalogue. Equivalent specification of M/s. Avdel India shall also be applicable.**
  3. **Materials must be RDSO approved**
  4. **Materials must be suitable for Avdel make machines.**
1. Closing of Tender Box No. **01 at 2.00 P.M. on 11.05.09(due date)**
  2. Opening of PART – I bid of Tender at **3.00 P.M. on 11.05.09**

**The tender should be comprised of parts as under :-**

- Part – I : Techno Commercial Bid and EMD.**
- Part – II : Price Bid.**

All these parts shall be inserted separately in two envelopes and these shall be put in 3<sup>rd</sup> envelope and all the envelopes shall be super scribed with our **Tender No. , Part No. and Due Date.**

Sealed tender addressed to **Sr. Manager (Purchase), BRAITHWAITE & CO. LTD. 5, Hide Road, Kolkata – 43** may be dropped in our tender Box No. **01** in case of hand delivery or may be sent by Registered post / Courier, and should reach to us **positively within 11.05.09 (due date) by 2.00 P.M.**

**General Terms & Conditions:**

1. **EMD:- Rs. 1,00,000/- (Rupees one lakh only)** EMD is required to be submitted in the form of DD/ pay order/ Bank Guarantee in favour of Braithwaite & Co. Ltd payable at kolkata. **However, RDSO registered or SSI with NSIC unit are exempted for submission of EMD** Subjected to the submission of valid registration certificate.
2. **Security Deposit :@ 5% of the order value** only in the form of DD/ pay order/ Bank Guarantee from Indian Nationalised Bank to be submitted by the successful bidder within 10 days from the date of receipt of Purchase order. **However, RDSO registered or SSI with NSIC unit are exempted for submitting SD.**
3. **Performance Guarantee :** After completion of the job, 5% of the total order value in the form of DD/ pay order/ Bank Guarantee to be submitted duly valid till completion of the Guarantee/ Warranty period. However, Security Deposit may be converted to performance Bank Guarantee.

**For Braithwaite & Co. Ltd.,**

4. **Payment :-** Payment will be made within 30 days on submission of bills with relevant documents.
5. **Validity :-** Offer should remain valid for a period of 90 days from the date of opening of techno- commercial offer.
6. **Delivery :-** Immediate / as per our requirement.
7. **Inspection :- By Braithwaite & Co. Ltd. (Materials must be RDSO approved)**
8. **Delivery of materials :- Free delivery to our Clive Works.**
9. **Basic price, ED percentage, VAT percentage, Transportation charges, Insurance charges, Packing & Forwarding charges (if any) to be clearly indicated in your offer separately. Rate inclusive of ED Or VAT etc. will not be acceptable to us.**
10. **An Unconditional acceptance of the terms and conditions of our enquiry may be submitted along with the Techno- commercial bid.**
11. **An unquoted price bid may be submitted along with Techno- commercial bid.**
12. Incase rate(s) are found in cartel, Braithwaite has the right to cancel your offer as well as to delete your name from the list of approved sources.
13. Quoted rate should remain firm till completion of the job and price variation shall not be entertained.
14. **Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration or correction. Else your offer is likely to be cancelled.**
15. BWT shall reserve the right to increase the ordered quantity be 75% or decrease the ordered quantity at the same rate and terms & conditions.
16. BWT shall be reserve the right to split up the tendered quantity. Quantity may be distributed between more than one bidder as per discretion of Braithwaite at L1 rate through floating counter offer to other bidders except L1 bidder.
17. In case of noncompliance of terms & conditions by L1 bidder, counter offer may be floated to other bidders for matching L1 rate.
16. BWT shall reserve the right to accept or reject the tender partly or fully without assigning any reason.

17. **Liquidated Damages :-** In the event of failure to complete the job within the stipulated date, BWT reserve 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.
18. **Risk Purchase :-** In the event of your failure to complete the job , BWT reserve the right to procure the items mentioned in our Purchase order from alternative source on Risk Purchase Basis and recover the extra thereof, if incurred, from you.
19. **Arbitration :** All question, disputes or difference whatsoever shall arise between the Purchaser and the supplier upon or in relation to or in connection with the contract either the 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 adjudication of sole Arbitration who shall be the Managing Director shall have the right and authority to appoint any officer of the Company as Arbitrator not below the rank of General Manager who is not directly connected with the Purchaser.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The processing's of the Arbitration shall be held in Kolkata.

For Braithwaite & Co. Ltd.,