

**BRAITHWAITE & CO. LIMITED : ANGUS WORKS INVITES TENDER
F O R**

Disposal of Refused Sand from Angus Foundry – 30000 Cft. (approx.)

Tender No. : BWT/PUR/ANGUS/SAND DISPOSAL/09/06

1.0 Last Date, Time & Place of receipt of Tender	Tender No. & Tender Sl. No.	Bid Security/Earnest Money Deposit
Upto 16:00 hours on 05.06.09 at the Security Office Braithwaite & Co. Ltd. Angus Works, Hooghly West Bengal.	BWT/PUR/ANGUS/SAND DISPOSAL/09/06 dated 22.05.09	5% of material value in the form of D/D, Pay Order in favour of Braithwaite & Co. Ltd.

IMPORTANT NOTE : Your EMD should be enclosed along with the “Techno Commercial Bid” superscribing on top of the envelope with the words “EMD ENCLOSED INSIDE”

If EMD is not submitted along with the Techno Commercial Bid your tender will be rejected and Price Bid shall not be considered for opening.

a) Techno-Commercial Bid :

Techno-Commercial part consisting of General Terms & Conditions for lifting of materials.

b) Price Bid :

Price Bid should be indicted of the items as per given Price Schedule. Price should remain valid for at least 90 days from the date of opening of the Tender.

Rate to be quoted both in figure and words.

Overwriting in Price Figures of the quotation will be rejected.

c) Last date of receipt of Bids on 05.06.09.

d) Time, Date and Place of opening of Techno-Commercial Bids 2:00 PM on 06.06.09, Purchase Department, Angus Works. Vendor may be present at the time of opening of Tender.

e) Any tender/offer received after this stipulated date and time will be termed as late tender and may be liable for rejection.

f) In case the date of tender opening falls on a gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the appointed time and place.

If the tender is downloaded from Web Site, a DD/Pay Order of Rs.250/- in favour of Braithwaite & Co. Ltd. to be enclosed with Techno Commercial Bid as tender documents charges.

Yours faithfully,
for BRAITHWAITE & CO. LIMITED

SR. MANAGER (PURCHASE)

INSTRUCTION TO THE TENDERER :

1. Braithwaite & Co. Ltd., Angus Works (BCL) invites tender from resourceful parties for sale of above mention item from time to time in a year as per generation from our Foundry Division, Angus Works.
2. Material in tender for sale is on generation basis throughout in the year 'as is where is' and 'no complained' basis.
3. The tender documents are not transferable.
4. The envelope shall contain the following :-
 - i) General Terms & conditions and special terms & conditions of tender, duly stamp and signed in the space provided for in each and every page as token of acceptance their of by the tender.
 - ii) Regular earnest money deposit in the form of DD of any schedule Bank in favour of Braithwaite & Co. Ltd. payable at Kolkata as stated herein after.
 - iii) Schedule of Rates in the prescribe offer from duly filled in and sealed by the tender. The offer / tender submitted in any form other than the prescribed offer from are liable to be rejected.
5. In case the tender is submitted by post / courier, Braithwaite shall not be responsible for any delay in receipt or loss of tender documents in postal transit. No tele fax, telex, telegraphic quotation will be accepted. No offer / tender documents submitted or received or be eligible for consider after the due date of the tender.
6. Quotation received for combine / conditional offer and / or submitted otherwise than as required is liable to be rejected.
7. The successful tender i.e. the tenderer whose favour the contract may be awarded, shall be here in after referred to as the 'BUYER'.

The General terms & condition together with special terms & conditions will constitute the contract for any conflict, special terms & conditions will prevail over general terms & conditions.

General terms & conditions :**1. Earnest Money Deposit –**

- (a) The tender must be accompanied by EMD of @ 5% of material value by way of DD or Pay order from any scheduled Indian Bank in favour of Braithwaite & Co. Ltd., payable at Kolkata. No interest will be payable on the EMD. Earnest Money in any form is liable for rejection.

- (b) Any request for earnest money for any pending bills of the tenders or for adjustment of earnest money from security deposit / earnest money of the tender if any with Braithwaite & Co. Ltd shall must be entertained.
- (c) In case of successful tenders the earnest money will be automatically converted in to Security Deposit for the fulfillment of the contract. But in case unsuccessful tenders the earnest money will be refunded to the respective tenders as early as possible or on expiring of validity period, whichever is earlier provided however, if the tenders withdraw / amend the tender / quotation after opening of the tender and during validity of the tender / quotation or reduce the validity thereof, the earnest money shall be stand automatically forfeited without and further reference to the concern officer.
- (d) EMD of the tenders other than the highest successful tenders shall be refunded without any interest after the expiring of the validity period of the offer as provided herein above.
- (e) Tenders received with Earnest money less than requisite amount is liable for rejection.
2. **Security Deposit** : The successful tender (s) is required to deposit @ 5% of material value by way of Security to due fulfillment and performance of all the terms and conditions and covenants of the contract by the successful tender(s). the EMD deposited by the successful tender(s) will, however, be automatically converted in to security deposit herein above for the purpose of Security Deposit under these clause.
3. **Inspection** – Sample materials offered for sale may be inspected by the Tenderer(s), who have purchased the Tender Form only, with prior permission of Braithwaite & Co. Ltd. during the working time of any working days of BCL. Since the same is as is where is basis, no complained what so ever condition / quantity / losses / deficiencies of the materials will be entertained at any stage from the Tenderer / successful tender (s).
4. **Description of Materials & location** : Disposal of Foundry refused comprising of Black Sand, Slag cakes, burnt bricks etc. C.S. fins of length not more than 5” available in BCL’s Foundry division “As is where is basis” subject to availability of the materials.
5. **Quantity** : Available ground stock : 8000 CFT (approx.)
 Monthly arising : 2500 CFT (approx.)
- Quantity given above is based on quantity estimated by visual inspection. Extension of Delivery Order (D.O.) will be provided at the same rates & terms if the quantity of materials available is less than the D.O. quantity.
6. **Payment Terms**: Tenderer / Buyer shall initially deposit the material value of the ground stock as indicated in acceptance letter / delivery order together with material value of monthly arising of three consecutive months within 15 days from date of issue of acceptance letter or 3 days prior to lifting of materials whichever is earlier. Buyer should have commercial clearance of payment of Sales Tax, Duties etc. as applicable prior to lifting of materials.
7. In case of buyer’s excess payment due to non-availability of ground stock, the excess amount of payment will be adjusted in the buyer’s subsequent D.O.

8. Rate to be quoted per CFT basis.
9. **Taxes & Duties** : Offers will have to be submitted exclusive of Sales Tax / VAT and any other levies which will have to be paid extra by the Buyer, if applicable.
10. Period of contract :
 - (a) The contract shall remain valid for a period of 1 year to be counted from the date of issue of Sale Order.
 - (b) In case further materials is left in the area allotted to the buyer to complete the contract in all respect, BCL may extend the contract at their sole discretion.
11. Delivery : Buyer has to engage their vehicle after issuance of D.O. with prior intimation to Braithwaite (at least 3 days time) and the lifting should be completed in each phase within 7 days time.
12. **The special terms & conditions** :
 - (a) Any correction made in the price quoted by the Buyer / tender should be attached by the Buyer/ Tenderer under is full signature with company seal.
 - (b) Tenderer should signed all the pages of the tender documents with Company's seal of the tendering firm as a token of acceptance of the terms & conditions.
 - (c) Clarification, if any are to be sought by the tenderer from BCL before submission of the tender and no complaints what so ever, will be entertained after opening of the tender.
 - (d) BCL does not bind itself to accept the highest offer or any offer or to assign any reason for non acceptance of the same BCL is at liberty to acceptance and / or reject any or all offer without assigning any reason thereof.
 - (e) Insurance of the materials may be taken by the tenderer/ buyer at their own cost. Responsibility of BCL will cease after they took delivery and left the works.
 - (f) BCL reserves the right to withdraw the full or part quantity of materials intended to be sold without assigned any reason what so ever even after the issuance of the delivery order.
13. Default in payment :
 - (a) In the case the successful tenderer does not submit the Security Deposit amount within the specified time schedule herein above, their the EMD / SD of the tenderer will be forfeited and contract shall accordingly be treated as terminated without any further correspondence.
 - (b) All costs of lifting, transporting etc. at the time of delivery / lifting from BCL premises will be on Tenderer / Buyers A/c. and permission, equipment, labour etc. required for this purpose, if any, shall be arranged by the tenderer / buyer at their own cost and expenses. The tenderer/ buyer shall have to take all necessary precautions, as stated in the general terms and conditions.

PRICE SCHEDULE

Material Description	Quantity	Rate per CFT (in Rs.)
Lifting of Disposal of Foundry Refuse comprising - 30000 CFT of Black Sand, Slag Cakes, Burnt Bricks, mixed with CS Fins of length not more than 5".	30000 CFT	

Note : (a) Rate to be quoted in figures and words.

(b) Any overwriting in price figure will be rejected.

(c) Taxes & Duties (if required), extra as applicable to be indicated separately.

BRAITHWAITE & CO. LIMITED