



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 700 043,
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413.

E-mail : braithwaite_co@yahoo.com, FAX : 91 (033)2439 7632 / 2439 5607

To,
M/s.

Tender Enquiry No. PUR/AS/G-11/10/13 dtd. 17.06.10

Sealed Tenders are invited in Two bid system for supply of Ferro Manganese – 45 M.T. from manufacturer only.

The supply has to be made at Angus Works, Bhadreswar, Hooghly of BCL. No deviation in the tender conditions will be entertained and BCL reserves the right to reject such offers.

- | | |
|---|------------------------|
| 1. Closing of tender Box: | 14.00 hrs on 30.06.10 |
| 2. Opening of Part- I bid of the tender | 15.00 hrs on 01.07.10. |

The offer should comprise of parts as under :-

Part – I : Techno commercial bid & EM.D
Part-II : Price bid

Both part – I & part – II shall be inserted separately in two (2) envelope sealed and super –scribed with Tender No. and part No. These two bids shall be put in a 3rd envelope. Sealed & super scribed with **Tender No. & Due Date.**

Sealed Tender addressed to **DGM (Purchase), 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 **positively within 30.06.10(due date) upto 14.00 hrs.**

The techno commercial bid shall be opened on 01.07.10 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno commercially accepted bidders for which opening date and time will be intimated in due course.

Braithwaite & Co. Ltd reserves the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.

For, Braithwaite & Co. Ltd.

INVITATION FOR BIDS

BRAITHWAITE & CO. LIMITED : ANGUS WORKS INVITES TENDERS

F O R

Supply of Ferro Manganese – 45 MT

Tender No. PUR/AS/G-11/10/13 dtd. 17.06.10

1.0

<u>Last Date, Time & place of receipt of Tender</u>	<u>Tender No. & Tender Sl. No.</u>	<u>Bid Security / Earnest Money Deposit</u>
Upto 14.00 hours on 30.06.10 at the Security Office of Braithwaite & Co. Ltd Clive Works, Kolkata -43, West Bengal	PUR/AS/G-11/10/13 dtd. 17.06.10	Rs. 25,000/- Rupees Twenty five thousand) in the from of DD, Pay order in favour of Braithwaite & Co. Ltd.

IMPORTANT NOTE:- Your EMD should be enclosed along with the “**Techno commercial Bid**” superscript being 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.

In case you are registered under **NSIC/DGS & D**, you may request us for **exemption of submission of EMD and Security Deposit** and in that case you must provide supporting documents / evidence in support of your request for exemption in techno commercial Bid.

We have pleasure in enclosing the following tender documents for the above equipment / supply items / service job and would invite you to submit your best offer on the basis of the following :

- a). Details of Material Specification
- b). General Terms and Conditions
- c). Proforma for price Schedule

4.0 Following points may please be noted in regard to submission of Tender:

2.1 Bids to be submitted in Three parts – Credential Bid, Techno commercial and Price Bid.

a). **Credential Bid :**

Consist of furnishing the complete details supported by copies of relevant documentary evidence enable the Purchaser to assess the vendor as reliable and prospective contractor for the products for which the bidder is interested to go for contract with the Purchaser. Trade License, S.T. and L.T Clearance Certificate, Audited Balance Sheet of last 3 years to be enclosed in Credential Bid.

Contd..P/2

e). **Techno – Commercial Bid:**

EMD to be submitted along with Techno commercial bid
Techno commercial part consisting of Techno commercial Specifications, General Terms & Conditions for supply etc. Bidders shall submit all documents like Trade License, S.T. and L.T. Clearance Certificate, Audited Balance Sheet of last three years and experience Certificate.

f). **Price Bid :**

Price Bid should be indicated 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.

2.2 Payment will be made only in Indian Currency.

2.3 Last date of receipt of Bids 30.06.10

2.4 Time, Date and place of opening of Techno- Commercial Bids 3.00 P.M. on 01.07.10, Purchase Department, Clive Works. Vendor may be present at the time of the Opening of Tender.

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

2.6 Purchaser reserve the right to reject any or all of the Bids / Tenders without assigning any reason.

2.7 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.

2.8 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.

2.9 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

2.10 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.

Yours faithfully
For, BRAITHWAITE & CO. LIMITED

MANAGER (PURCHASE)

TECHNICAL SPECIFICATION

Tender No. PUR/AS/G-11/10/13 dtd. 17.06.10

Material should be as per following specification :-

Ferro Manganese : 45 M.T.
(IS : 1171 of 1973)
Composition : Mn: 70-75%, C- 6-8%,
Si – 1.5% (max), S – 0.05% (max)
P-0.025% (max)

Size :- 50 mm ±10

TERMS & CONDITIONS

- a). Delivery - As per our requirement / 5 Ton per month
- b). Delivery of materials - Delivery to our Angus Works, Bhadreswar, Hooghly (including unloading). Delivery to be made after inspection by BCL.
- c). Inspection - By Braithwaite.
- d). T.C. - To be provided along with the materials.
- e). VAT - In case of VAT Tax Invoice to be provided for availing Tax Credit.
- f). Excise Duty - If applicable please indicate present percentage applicable. If applicable, you shall be required to **provide us with Transporter's copy of ED** invoice for availing CEN VAT benefit.
- g). Payment terms - Within 30 days on submission of bill along with relevant documents.
- h). Rejection / Replacement clause :- In case any supply is not in conformity with the size/ specification / terms and conditions of the contract and are rejected at Angus Works notwithstanding any approval by the inspecting Officer or on account of any loss, determined time or damage during transit or before dispatch or delivery and Foundry in- charge / Stores – in – charge will inform the supplier in this regard within 48 hours for taking back and removal of rejected materials from the premises of Angus Works at the cost and arrangement of supplier. The rejected materials will lie at the risk of the supplier and in case the rejected materials are not removed and replaced by good materials within 72 hours of our above notice to the satisfaction of Foundry –in –charge/ Store – in –charge Angus Works will be at liberty to dispose of the entire rejected materials without any further reference to supplier. In such case, a token payment of Rs. 1/- per MT (all inclusive) shall be paid to the supplier for the rejected material and BCL shall reserve the right to forfeit Security Deposit / Invoke risk Purchase clause / other penal actions as deemed fit and arrange for fresh materials.

i). Earnest Money Deposit (EMD).

1. Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty five thousand only) is required to be submitted by Cross A/c Payee Demand Draft/ Pay Order in favour of Braithwaite & Co. Limited, payable at Kolkata, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS &D, SSI units registered with NSIC and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno commercial bid.
2. EMD is liable to be forfeited if the bidder withdraws or amends in pairs or derogates from the tender in any respect within the period of validity of this tender.
3. EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decide by the bidder adjusted against Security Deposit for the said job.

j). Security Deposit

1. For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 10% of the contract value within 15 days from the date of issue of the Purchase Order. The Security Deposit shall remain valid till warrantee / Guarantee period.
2. Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.
3. Security Deposit may be waived for SSI, NSIC, PSU and DGD &D, RDSO.
4. Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.
5. Performance Guarantee Clause:- The Contractor shall have to submit performance Bank Guarantee for 10% of order value as per format to be provided by BCL after placement of order. The performance Bank Guarantee is mandatory irrespective of non- submission of Security Deposit due to availing exemption of Security Deposit stated above. The performance Bank Guarantee shall have to be submitted before receipt of first payment.

The Security Deposit, if submitted may be converted to performance Guarantee.

Even providing Bank Guarantee, suppliers are responsible for the quality of the materials, workmanship, smooth operation etc. during the Guarantee period, if any defect is detected for supply item or bad workmanship, the vendor shall arrange replacement of the defective materials or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

k). Quantity variation Clause - Quantity may vary and may be increased or decreased depending on Braithwaite's requirement / order position / sole discretion of BWT.

l). Rate

1. Quoted rate shall be FOR Angus Works and shall be valid for entire quantity
2. Quoted rate shall be subject to Escalation / De- escalation as per formula enclosed with tender documents. Quoted rate shall be considered as basic rate for the purpose calculation of Escalation / De- escalation. The base date of Escalation shall be the date of opening of Techno commercial bid of the tender.

m). Splitting of tender :-

Braithwaite reserve the right to accept / split any or all tenders at any stage without assigning any / reasons whatsoever. Braithwaite also reserve the right to award the work to one or more vendors at a common agreed price & terms as specified in para for additional terms & conditions.

Additional Terms & Conditions

1. BCL reserves the right to split the order quantity to one or more vendors. Initially the order will be reserved for L1 bidder for 60% of the tendered quantity and for rest 40% quantity, counter offer for acceptance of agreed rate of lowest (L1 bidder) may be issued to other bidders, in order of L2, L3, L4 etc. Incase counter offer is not accepted by L2, L3, L4 etc. entire tendered quantity shall awarded on L1 bidder.
2. Order quantity may vary depending upon our requirement to the extent or +/- 30% of tendered quantity as per discretion of BCL.
3. BCL reserve right to place repeat order for maximum of 75% of order quantity & value at the same rate & terms.
4. BCL reserve the right to terminate the contract / order by giving 7 (seven) days notice at any point of time without assigning any reason.

BRAITHWAITE & CO. LTD.

ESCALATION / DE- ESCALATION FORMULA

1. The escalation / de- escalation in the rate of the item quoted in the price bid will be governed by the following formula :

$$P_1 = P_0 + 0.7 \times P_0 (S2-S1)/S1$$

Where,

P_1 = Escalated / de- escalated rate per MT

P_0 = Basic rate per M.T. quoted in the price bid / ordered basic rate.

$S2$ = The Index number of whole sale prices in respect of items “ Ferro Manganese” Base 1993-1994 compiled by Economic adviser to the Govt. Of India for the calendar month, one month prior to the actual month of delivery.

$S1$ = The above whole sale price index for “ Ferro Silicon” applicable as on the date of tender opening.

2. In case P_1 is greater than P_0 the difference P_1 minus P_0 shall constitute the amount due to the supplier towards escalation on cost of the item. Otherwise, the difference P_0 minus P_1 shall constitute the amount to be recovered from the supplier as de- escalation.

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PROFORMA FOR PRICE SCHEDULE

Tender No. : PUR/AS/G-11/10/13 dtd. 17.06.10

Item	Quantity	Basic Rate / M.T.	Taxes & Duties	Total rate per M.T.
(1)	(2)	(3)	(4)	(3+4)
Ferro Manganese as per specification mentioned in Technical Specification of the tender.	45 MT			

- Note :-
- 1). Rate to be quoted in figures and words.
 - 2). Any overwriting in price figure will be rejected
 - 3). Evaluation of lowest bid shall be made on the basis of lowest Total Rate / M.T. received in the tender.

BRAITHWAITE & CO. LTD.