

BRAITHWAITE & CO. LTD.

5, HIDE ROAD

KOLKATA - 700043

Tender No. BWT/ PUR/ Copper Steel/ 02 dtd. 22.01.2009

Sealed offers are invited from resourceful financially sound steel producers/ vendors for supply of various steel sections for BTAP wagon.

GENERAL CONDITIONS :

1. Issue of tender document :- Any Working day (except Sunday & Holiday) between 10.00 A.M. to 3.00 P.M. from 22.01.09 to 05.02.09 against payment of Rs. 500/- by Demand Draft/ pay order drawn in favour of '**BRAITHWAITE & CO. LIMITED**'.

Interested bidder(s) may download the Tender Document from our website '**www. braithwaiteindia.com**' and participate in this tender by paying Rs. 500/- in the form of Demand Draft/ Pay order drawn in favour of '**BRAITHWAITE & CO. LIMITED**' along with Techno- Commercial Bid (Part- I).

2. Closing of Tender BOX at 4.00 P.M. on 05.02.09 (Due date).

3. Opening of part- I Bid of the tender at 2.00 P.M. on 06.02.09

The tender should be comprised of parts as under :

- A). **PART - I Techno commercial bid and EMD**
- B). **PART - II Price bid**

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

Sealed tender addressed to **Sr. Manager (Pur), 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 but must reach in favour of **BRAITHWAITE & CO. LTD. positively within 05.02.09 (due date) by 4.00 P.M.**

BRAITHWAITE reserve the right to accept / reject / split any or all tenders in part of full with our assigning any reasons.

For BRAITHWAITE & CO. LTD.

PART – I: Techno Commercial Bid :

1. CREDENTIAL:

Tenderer should submit all papers related to credential i.e. Audited Balance Sheet, Trade License ,Sales Tax clearance certificate, Income Tax clearance certificates and copy of certificates of RDSO approval for similar types of jobs, a proof of past performance with adherence to delivery schedule.

2. Earnest Money Deposit :- Rs. 25,000/- (Rupees Twenty Five Thousand Only).

- i. Earnest Money Deposit of Rs. 25,000/- is required to be submitted by DD/ Pay order / Indemnity Bond in the form of Bank Guarantee drawn in favour of BRAITHWAITE & CO. LTD., failing which tender will not be considered any case. Further in case on Bid Bond the validity period should be initially for 90 days from the date of validity of your offer.

However, for SSI Unit which single point registration with NSIC and Steel producer of PSU' s like SAIL, and RDSO approved vendors will be exempted from submission & cost of tender. For SSI unit, copy of valid NSIC registration Certificate should be furnished.

- ii. EMD shall be return to unsuccessful bidder after finalization of contract. But no interest will be paid against EMD.
- iii. EMD / Bid Bond will be forfeited or revoked if tender is withdrawn and / or if the price is escalated later with in the validity of the order.
- iv. No offer will be considered without EMD.

3. GENERAL TERMS & CONDITIONS.

- i. Offer should remain valid for 90 days from the date opening of this tender.
- ii. Offer rate shall be firmed till the completion of the contract.
- iii. All corrections (if any) must be signed at the appropriate place by the signatory of the bidder other wise tender will be invalidated. There should not be any correction or over writing on the price bid. If so the offer will be summarily rejected.
- iv. Alternation / Inclusion / Deviation / price chances will not be allowed once the bid is submitted unless BWT demands.
- v. Tender will be considered as cancelled if the documents as required for part – I & Part – II are not placed in respective envelope.
- vi. Security Deposit @ 5% of the material value only in the form of Bank Guarantee must be submitted by the successful bidder within ten days on receipt of Purchase order EMD can be adjusted towards security Deposit.

Security Deposit is also exempted for NSIC registered vendors, PSU & RDSO registered parties.

- vii. Security Deposit will be returned only after completion of the job at BWT's full satisfaction in all respect.
- viii. Quantity Variation :- Purchase reserves the right to increase / decrease the order quantity upto $\pm 30\%$ in the same status (price & terms) with extended delivery date (if any).
- ix. The tender is not transferable.
- x. The quantity may split up to more than one party as per discretion of BWT at L1 rate through floating counter offer to other bidders.
- xi. Incase of noncompliance of Techno-commercial terms & conditions by L1 bidder, counter offer may be floated other bidders for matching L1 rate.
- xii. **LIQUIDATED DAMAGE:**

In the event of failure on the part of the contractor to complete the job within the submitted completion period, BRAITHWAITE & CO. LTD., reserve the right to recover a sum of 0.5% every week or part there of by way of LD subject to maximum limit of 10% of the order value.

xiii. RISK PURCHASE:

In the event of failure on the part of the contractor to complete the job with in the stipulated completion period of time as decided by the purchaser, the purchaser the reserve the right to get the job done by the other agency/ agencies as per the order on risk purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.

xiv. 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.

- xv. Any legal dispute that may will be settled within the Jurisdiction or Court of Kolkata.
- xvi. Excise Duty gate pass are require to be provided along with supply if order on you.

Total quantity involve - 496.082 MT steel for 40 nos. BTAP wagon.

1. Quoted rate in the offer should be in per M.T. for the items as per enclosure - **Annexure - "A"**
2. Your responsibility will cease only after issuance of clean certificate from our Stores authority regarding the arrival of the materials at our works with out changes of the quality and quantity of materials.
3. We shall not be responsible for any loss or damage to any person or property that may be sustained in the course of transportation / movement of goods and all claims by any person /institution shall be settled by you including loss or injury to any third party and form all liabilities resulting from negligence or default of your employees or any other person in the course of handling any transportation/movement of such goods.
4. The persons engaged by you for this purpose will be your employees and all wages etc. and other benefit shall be paid by you and we shall not held responsible if any claim is made by you person institution at any time.
5. Payment terms :- 100% against proforma invoice. Chaque will be handed over at the time of receipt of materials.
6. Your rate will be valid for at least 6 months or till completion of job.
7. Delivery :- Material will be procure in 2/3 phase. The 1st phase to be delivered within 15 days from the date of receipt of Purchase order. Balance quantity as per our requirement.

Part - II (PRICE BID)

1. Price Bid Part shall be opened only if part - I is qualified.
2. Rates should be mentioned in figure as well as in words.
3. Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.
4. Any overwriting or correction in the price bid will lead to summarily rejection of the bid.
5. Part- II of the tender (Price Bid) will be opened after evaluation of part-I for which date and time of opening will be intimated to the technically and commercially acceptable bidders. No overwriting or correction will be allowed in price part Bid will be treated as cancelled, if any overwriting is found in the price part. Un opened price bids of unqualified bidders will be returned.

For BRAITHWAITE & CO. LTD.

Annexure - "A"

Please quote your best prices for the following items on delivery to our Clive Works as per our price format.

Sl. No.	Description	Specn.	Qty (M.T.)	Basic rate / M.T.	ED & Cess	CST/ VAT	Transport. Charges	Other charges (If any)	Total Rate / (M.T.)
01.	PL-10 x 2500 x 9300	IS: 8500, E450D	81.853						
02.	PL- 12 x 2500 x 8000		44.635						
03.	PL-14 x 2500 x 10000		70.310						
04.	PL- 12 x 2200x 6300		71.371						
05.	PL- 12 x 2200 x 8000		187.492						
06.	PL- 6x1500x6300		40.421						

For BRAITHWAITE & CO. LTD.