

BRAITHWAITE & CO. LIMITED

**5, HIDE ROAD,
KOLKATA-700 043**

TENDER ENQUIRY NO: BWT/CW/TKB/IRS: M44 – Door Hinge Foot & Pin for Hinge/04-05

To,
M/s.

Dear Sir

Sealed tenders are invited from resourceful & reputed supplier/manufacturer for supply of huge quantity of Door Hinge Foot & Pin for Hinge in three parts i.e. Credential Bid, Techno-Commercial Bid & Price Bid as per details given below.

E.M.D. : Rs. 10,000/-

1. Issue of Tender Documents: Any working day (**Except Sunday & holiday**) between 10.00 AM to 1.00 PM up to 06-12-04.
2. Closing of Tender Box at 2.50 PM on 06.12.04 (Due date)
3. Opening of part-I & part-II of the Tender at 3.00 PM. on 06.12.04

The offer should comprise of parts as under:

1. Part-I : Credential Bid
2. Part II : Techno-Commercial Bid
3. Part-III : Price Bid.

All these parts shall be inserted separately in 3 envelopes and these two shall be put in 4th envelope and all the envelopes shall be super scribed with our **Tender No, Date 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 1** (in case of hand delivery) or may be sent by Registered post but must reach us **Positively within 06.12.04 (due date) by 2.50 PM.**

Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason.

Sr. Manager (Purchase)

PART-I : Credential Bid:

Tenderer should submit all papers related to credentiality i.e. proof of past supply performance with respective customers, and adherence to delivery schedule with audited balance sheet for last three (3) years etc.

PART- II : Techno- Commercial Bid.

- A) E.M.D. – Rs.10,000/- (Rupees Ten Thousand Only)
- i) Earnest Money Deposit of **Rs.10,000/-** is required to be submitted by Demand Draft/Pay Order/ Bid Bond in the form of Bank Guarantee as per our format in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**, failing which Tender will not be considered. In case of bid bond, the validity period should initially be 90 days from the date of validity of your offer. However, for SSI Units with single point registration with NSIC, submission of EMD/Security Deposit, performance B/G can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered.
- ii) EMD/ Bid Bond will be forfeited or revoked if the tender is withdrawn and/or if the price is escalated later within the validity of the tender. For the bidders claiming exemption from EMD on account of their single point registration with NSIC, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions / contract.
- iii) EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- iv) Performance Bank Guarantee is to be submitted @ 10% of ordered value in the form of B.G. valid till completion of order. However, the Security Deposit may be considered as reference B.G. subject an intimation from your end otherwise separate B.G. for the same to be submitted.

B) TERMS & CONDITIONS:

1. No offer will be considered without EMD.
2. Offer should remain valid for 90 days from the date of opening of this tender.
3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
4. Unit price mentioned in the purchase order is exclusive of Taxes & Duties which will be Paid extra, if legally leviable. Price will remain firm till the execution of the order.

Central Excise Duty (CED) shall be reimbursed against documentary evidences viz. CED Invoice/Gate Pass & the such documents must accompany with the supplies.
5. Price quoted should remain firm up to end of the contract.

6. Quantity of items may vary depending on our requirement.

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7. **Risk Purchase:** In the event of failure on the part of the Contractor to supply within the reasonable period of time as decided by the purchaser, the purchaser reserves the right to get the job done by other Agency /Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Contractor.
8. **Arbitration:** Any dispute and difference, whatsoever arising between the Contractor out of or relating to the construction, 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.
9. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
10. **Price Bid part shall be opened only if part-I & Part – II are qualified.**
11. Tender will be considered as cancelled if the documents as required for Part-I., Part-II & Part - III are not placed in respective envelope.
12. Tender should contain ITCC, STCC, Trade License, and all valid copies of Registration Certificate(s).
13. An unconditional acceptance of the tender should be given along with the offer.
14. Payment terms shall be 30 days' credit after receipt of materials.
15. Delivery is the essence of this contract. Therefore, delivery schedule should be strictly adhered to as requested.
16. **Inspection :** At your works by our Inspectors & Inspection Certificate should be sent along with Delivery Chalsans.
17. **Specification :** The Item should conform to IRS: M44 specification.
18. Original Test Certificate (Govt. approved Lab.) will be submitted along with the supply of materials.
19. **Unloading of Materials:**
During delivery of materials unloading will have to be done by your personnel at our Works.
20. **Collection Charges:**
If we are to collect any materials from your works due to your failure to supply the materials as per our delivery schedule, we shall recover the necessary transportation charges from your bill.

21. **Dispute :**
In case of any dispute and if not settled mutually the same will be dealt with as per Indian Arbitration Act.
22. **Option :**
We reserve the right to increase the ordered quantity by 30% on the same terms and conditions/decrease the ordered quantity as required by us.
23. **Acknowledgement of Order :**
Failure on your part to convey your acceptance of all the terms and conditions mentioned in the Purchase Order as well as in the enclosure within 10 days from the date of the Purchase Order liable to be cancelled, if we do not receive your acceptance within 10 days from the date, we shall reserves the right to cancel this order.
24. **Liquidated Damages :**
If the supplier fails to deliver the stores or any installments thereof within the period fixed for such delivery in the schedule or as extended or at any time repudiates the contract before expire of such period, the Purchaser may without prejudice to his other rights recover from supplier, as agreed, L/D, and not be way of penalty, a sum equivalent to 2% (per month) of the price of any store (including elements of taxes, duties and freight etc.) which the contractor has failed to deliver within the period fixed for delivery within the schedule or as extended, for such months or part of a month during which the delivery of such stores may be in appears where delivery thereof is accepted after expiry of the aforesaid period. Subject to a maximum limit of 10% of the total value of the order.

Total Quantity & Size required for 200 Nos. 'BOXNLW' Wagons is shown in below:

Door Hinge Foot & Pin for Hinge to Specification. NO. IRS : M44.

B.O No.	Description	Drg. / Specification No.	No. per Wagon	Total Quantity in Pcs.
34	Pin for Hinge 20 x 115 (excluding 6 mm head)	WD – 04016 – S - 02	18	3600
29	Door Hinge Foot	W/DW – 287 (MOD) ALT - 4	18	3600