

TENDER ENQUIRY NO: SKR/Comm-Pur(03-04)/Electrodes(balance)/OT-2

Dt.....

.....

Tender for supply of RDSO approved different grades & sizes of Electrodes, SAW wires & Matching Fluxes, MIG wires etc. required for welding of Mild Steel, Corten Steel (IRS M 41) from reputed manufacturers or their authorized Dealers/Distributors having their office and godown in or around Kolkata.

E.M.D. : As prescribed.

1. Issue of Tender Documents : Any working day (Except Sunday & holiday) between 10.00 AM to 4.00 PM.
2. Closing of Tender Box at 2.30 PM on 04/11/2004.(Due date)
3. The offer should comprise of parts as under :
 - (a) Part-I : Credential Bid & EMD
 - (b) Part-II : Techno-commercial Bid
 - (c) Part-III : Price Bid (Ref. enclosed page No-6)

All these parts shall be inserted separately in 3 envelopes and these three envelopes shall be put in 4th envelope and all the four envelopes shall be superscribed with our tender No, Date and Due date.

4. Opening of part-I & part-II of the Tender at 3.00 PM. on 04/11/2004

Sealed Tender, addressed to **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 but must reach us **positively within 04/11/2004 (due date) by 2.30 PM.**

5. Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason whatsoever.
6. Tender document can also be available from our web-site www.braithwaiteindia.com. By downloading the same with payment of Rs. 200/- (towards the cost of tender documents) by Pay Order / DD, tender can be submitted.
7. Bidder(s) are requested to attend and get witnessed the opening of tender at scheduled time on due date as mentioned above.

For Braithwaite & Co. Ltd.

(S. K.Ray)
Manager Purchase

BRAITHWAITE & CO. LIMITED
5, HIDE ROAD,
KOLKATA-700 043

TENDER ENQUIRY NO : SKR/Comn-Pur(03-04)/Electodes(Balance)/OT-2

PART-I : Credential Bid

Tenderer should submit

1. All papers related to credentiality i.e. proof of past performance with respective customers, and adherence to delivery schedule with audited balance sheets for last three (3) years etc. However, bidder(s) having vendor registration with BWT, Clive / Victoria unit for these items, need not require to submit the above documents. In that case, they should mention positively their vendor registration no. in their bid.
2. ITCC, STCC. Trade license, proof of valid dealership (in case of dealer or distributors) from their principal as well as authorisation for submitting quotation on behalf of principal (if any), any other valid papers related to registration with other corporate body etc.

Bidders having no vendor registration number with BWT (Clive Works), must have to register their Firm's name with BWT prior to secure any order of this tender.

PART- II: Techno- Commercial Bid.

A) E.M.D. – As prescribed below:

Sl. No.	Description	EMD (Rs.)
1.	Mild Steel (IRS A2 Class) 5 mm dia electrodes 4 mm dia electrodes 3.15 mm dia electrodes	20,000/-
2.	Low Hyd. (IRS Class B2) 5 mm dia electrodes 4 mm dia electrodes	1,000/-
3.	Low Hyd. (IRS Class C1 / C2) 5 mm dia electrodes 4 mm dia electrodes 3.15 mm dia electrodes	20,000/-
4.	CO2 wire for Mig Welding (ER 70S - 6) 1.2 mm dia wire	8,000/-
5.	SAW wire & Flux (IRS Class /Grade W4 & F4) 4 mm dia. wire Matching Flux	-

- i) Earnest Money Deposit of equivalent amount against quoted group/ sl. no is required to be submitted by Demand Draft/Pay Order, Bid Bond in the form of bank Guarantee as per our format (enclosed) in favour of Braithwaite & Co. Limited, payable at Kolkata, failing which Tender will not

Contd....

TENDER ENQUIRY NO : SKR/Comn-Pur(03-04)/Electodes(Balance)/OT-2

be considered. In case of bid bond, the validity period should initially be 90 days from the date of opening of the tender. However, for SSI Units with single point registration with NSIC, or registered with DGS & D, submission of EMD /Security Deposit, performance B/G can be considered for exemption to the extent of monetary limit granted on submission of valid 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 / DGS & D, 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 / tender.
- iv) Security Deposit @ 5% of ordered value (maximum) only in the form of Bank Guarantee (valid upto the completion of the order) must be submitted by the successful bidder (hereinafter called as party) within 10 (ten) days on receipt of Purchase Order and on receipt of the same, EMD will be refunded back. For the bidder claiming exemption from submission of security deposit on account of their single point registration with NSIC / DGS & D, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions / contract.
- v) Performance Bank Guarantee is to be submitted @ 5% of ordered value in the form of B.G. valid till completion of guarantee / warranty period. However, the Security Deposit may be considered as reference B.G with proper validity subject to an intimation from your end otherwise separate B.G. for the same to be submitted. For the bidder claiming exemption from submission of performance guarantee on account of their single point registration with NSIC / DGS & D, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions / contract.
- vi) Bidders offering for group no. 5 only, need not require submission of any security / performance bank guarantee.

B) TERMS & CONDITIONS:

- i) No offer will be considered without EMD.
- ii) Offer (including all duties) should remain valid for 90 days from the date of opening of this tender.
- iii) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- iv) Price quoted or ordered rate(s) should remain firm upto end of the contract and also upto subsequent delivery date extension for a reasonable period. However, Statutory variations (as per change in Govt. policy during that time) in Sales Tax and Ex. Duty will be paid only on production / submission of proof in the event of stipulation of Sales Tax / Ex. Duty in the contract.
- v) Tendered / ordered quantity of items may vary depending on our requirement. Purchaser reserves the right to increase the tendered / ordered quantity upto 30% within the currency of contract at the same status beyond delivery date (if any) for which no acceptance from vendor will be required. However, the purchaser shall be entitled to get the benefit of decrease in price if any reduction takes place against fresh tender even after the expiry of the delivery date within a reasonable period.

TENDER ENQUIRY NO : SKR/Conn-Pur(03-04)/Electodes(Balance)/OT-2

- vi) **Liquidated Damages :**
In the event of failure on the part of the Supplier to complete the job within the stipulated completion period. Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof by way of L.D. subject to maximum limit of 10% of the ordered value.
- vii) **Risk Purchase :**
In the event of failure on the part of the Supplier to supply within the reasonable period of time as decided by the purchaser, the purchaser reserves the right to procure the materials from other Agency /Agencies at your risk and cost as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Supplier.
- viii) **Arbitration:**
Any dispute and difference, whatsoever arising between the Supplier 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.
- ix) Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata.
- x) **Warranty :-** Warranty period for your supply against this order will be six months from the date of last supply.
- xi) **Price Bid part shall be only opened for those bidders whose part-I & part-II bids are qualified.**
- xii) Only manufacturers or their authorized dealers / distributors who are having works / Sales office / their local Godown in or around Kolkata need to submit their tender offer. They shall mention their local address and the names of the contact persons and telephone numbers, Fax no. etc. in their offer.
- xiii) Tender will be considered as cancelled if the documents as required for Part-I, Part-II and Part-III are not placed in respective envelope.
- xiv) **An unconditional acceptance of the tender must be given along with the offer.**
- xv) Bidder must declare clearly without any condition that they shall supply full quantity of materials if they are awarded order.
- xvi) You must specify your authorized persons with Name, Designation & Specimen signature duly attested his local address with telephone no(s).
- xvii) Bidder may quote for part quantity of any item(s) which require(s) to be mentioned clearly.
- xviii) A copy of un-quoted price bid must be given alongwith techno-comm. Bid (Part-II bid) for our easy analysis of techno-comm. bid.

TENDER ENQUIRY NO : SKR/Comn-Pur(03-04)/Electodes(Balance)/OT-2

- xix) Braithwaite reserves the right to distribute the tendered / ordered quantity to the bidders as per their status of registration in vendor list with Rly Board irrespective of position / rank in the tender.
- xx) Braithwaite reserves the right to cancel / reduce the quantity of any items(s) tendered / ordered in the event of deletion of any item(s) or withdrawal of any bidder's name from the valid / current vendor list of RDSO.
- xxi) Braithwaite reserves the right to distribute the tendered / ordered quantity to other bidder(s) in the event of poor performance to execute the awarded order.
- xxii) Bidders may indicate their deviation (if any) in points against tender condition in a separate column mentioning 'bid-deviation'.

C) Special Terms & Conditions :

- i) Quality of Welding Consumables must be **RDSO** approved.
- ii) Welding Consumables should **preferably** be from reputed manufacturers as follows :-
For all items – ADVANI, ESAB, D&H Secheron & Weld Alloy **etc..**.
G.C. Engineering (Only for Low Hydrogen)
- iii) Bidder should mention the BRAND NAME of their supplies.
- iv) Delivery shall be free to our Clive Works on progressive manner to meet our production schedule ie, "As & When Required basis" within delivery period. However, a tentative delivery schedule will be provided to you by our Stores at least 15 days earlier to commencement of your supply. You will do unloading & storing of items at your cost.
- v) Inspection : To be done by RDSO / BWT at our works.
- vi) Order Validity: Initially, the validity will be 1 (one) year from the date of issue of purchase order. However, this may vary depending upon our production monthly rate.
- vii) Our ordered rate (including all duties) is / are firm till the completion of the order.
- viii) Payment terms shall be 30 days' credit, A clear acceptance in this is required otherwise price Bid part may not be considered.
- ix) All rejected quantity shall have to be lifted by the supplier within 15 days of rejection at their cost against replacement.
- x) Tender's rate(s) should be of per unit basis with break-up details such as Basic, Ex. Duty, Sales Tax, and other charges (if any).
- xi) In case of price inclusive of Ex. Duty, S/Tax. and other charges (if any), a clear indication is to be made for MODVAT amount per unit of price Bid.
- xii) To achieve lowest value (L1 rate) landed cost may be considered.

TENDER ENQUIRY NO : SKR/Comn-Pur(03-04)/Electodes(Balance)/OT-2

- xiii) Bidder must mention quantity contained in each packet with weight and self life of item(s) quoted.
- xiv) For SAW wire & Mig wire, the gross weight of spool and net weight of bobbin should be mentioned in your offer as well as in your supply's challan(s).
- xv) Bidder must specify the name(s) / serial no. of items as mentioned in format for price bid, quoted clearly in the techno-commercial bid.
- xvi) Sales Tax Declaration Form will be issued against this job in due course.
- xvii) Offer of delivery mode as ' Ex. Works' will not be considered.
- xviii) Current products having sufficient self life time are required to be supplied only.
- xix) For testing the quality of your supplies in our works (if requires), you mayl be required to give sample(s) on demand at free of cost. It is preferable to get the samples approved from our works for shop floor performances before opening the price bid of qualified bidders.
- xx) Your supply must accompany proper challans, EDGP / Invoices, way bill (if any), copy of RDSO certificate for Brand approval etc.
- xxi) For items i.e. SAW Wire & Matching Flux, combined rate per unit will be considered for L1 from a single bidder. However separate price should be quoted against each item. Quotation for SAW wire & Flux from same manufacturer is preferable.
- xxii) Your bill(s) shall be submitted to our Accounts department in triplicate-set along with MRR copy (received from Stores).

~

TENDER ENQUIRY NO : SKR/Comm-Pur(03-04)/Electodes(Balance)/OT-2**PART-III : Price Bid**

- i) Rates should be both in figures as well as in words.
- ii) No erasing / over-writing is permitted.
- iii) Clear indication for BASIC, Ex. Duty (with %), Sales Tax (with %) & any other charges should be given.
- iv) Probable Format for price bid is appended.
- v) This part should be free from any condition.
- vi) Quotation to be given for those items against which valid RDSO approval
- vii) An un-quoted price bid with other details should be enclosed alongwith Techno-Comm1 bid.

Sl. No.	Description	Quantity (Pcs. / Kgs.)	BASIC (Rs.)	Ex. Duty (%)	Sales Tax (%)	Other	TOTAL (Rs.)	IN WORDS	MODVAT (Rs.)
1.	Mild Steel (IRS A2 Class) 5 mm dia electrodes 4 mm dia electrodes 3.15 mm dia electrodes	539050 228500 48940							
2.	Low Hyd. (IRS Class B2) 5 mm dia electrodes 4 mm dia electrodes	7144 3952							
5.	Low Hyd. (IRS Class C1 / C2) 5 mm dia electrodes 4 mm dia electrodes 3.15 mm dia electrodes	105000 52150 49350							
6.	CO2 wire for Mig Welding (ER 70S - 6) 1.2 mm dia wire	(kgs) 15970							
7.	SAW wire & Flux (IRS Class W4 & F4) 4 mm dia. wire Matching Flux	(kgs) 5250 6300							

For Braithwaite & Co. Ltd.

(S. K.Ray)
Manager Purchase

FORMAT OF BANK GUARANTEE FOR `EMD`

(To be executed on non-judicial stamp paper of Rs. 50/-)

(Name of the Bank)

To

Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata-700 043.

Bank Guarantee No.:

Dated :

1. In consideration of the Braithwaite & Co. Ltd., having its registered office at 5, Hide Road, Kolkata-43 (hereinafter called the company), having agreed to exempt M/s. _____ (hereinafter called the said bidder) from the demand under the terms and conditions of the Tender Notice No. _____ made between Braithwaite & Co.Ltd., & M/s. _____, Offer No. _____ against the said tender mentioned in the tender (hereinafter called the tender notice) of Earnest Money in for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of Bank Guarantee for Rs..... (Rupees..... only) acceptable to the company. We, the.....(hereinafter referred to as the bank) at the request of M/s. _____(bidder) do hereby undertake to pay to the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by any breach by the said bidder of any of the terms and conditions in the said tender.

2. We, _____do hereby undertake to pay amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said bidder of any of the terms and conditions contained in the said agreement or by reason of the bidder failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due to payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, undertake to pay forthwith to the company any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any Court or Tribunal or Arbitration relation thereto our liability under this recent being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

