

# INVITATION FOR BIDS

## BRAITHWAITE & CO. LIMITED : ANGUS WORKS INVITES TENDER

F O R

### Supply of Mould Box (for Bolster) – 10 pairs and Mould Box (for Side Frame) – 20 pairs

### Tender No. BWT/PUR/ANGUS/2004/22

| 1.0 | Last Date, Time & Place<br>of receipt of Tender  | Tender No. &<br>Tender Sl. No.         | Bid Security/Earnest<br>Money Deposit  |
|-----|--|--|--|
|     | Upto 16:00 hours of 04.11.04<br>at the office of Manager<br>(Purchase), Braithwaite & Co.<br>Ltd., Angus Works, Hooghly<br>West Bengal | BWT/PUR/ANGUS/<br>04/22 dated 04.11.04 | Rs.20,000.00 (Rupees Twenty<br>Thousand) in the form of<br>D/D, Pay Order in favour<br>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.

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

- a) Technical Specification with Scope of Work.
- b) General Terms and Conditions.
- c) Proforma for Price Schedule.
- d) Proforma for Statement of Deviations.

2.0 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 Bid and Price Bid.

a) **Credential Bid** :

Consist of furnishing the complete details supported by copies of relevant documentary evidences 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 I.T. Clearance Certificate, Audited Balance Sheet of last 3 years to be enclosed in Credential Bid.

b) **Techno-Commercial Bid** :

Techno-Commercial part consisting of Technical Specifications, General Terms & Conditions for supply etc.

c) **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 04.11.04.
- 2.4 Time, Date and Place of opening of Bids 2:00 PM on 05.11.2004, Purchase Department, Angus Works. Vendor may be present at the time of 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 reserves 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.

Yours faithfully,  
for BRAITHWAITE & CO. LIMITED

**MANAGER (PURCHASE)**

# **TECHNICAL SPECIFICATION WITH SCOPE OF WORK**

**Tender No. BWT/PUR/ANGUS/2004/22**

Item – **Supply of Mould Box (for Bolster) – 10 pairs and Mould Box (for Side Frame) – 20 pairs**

Supply of the following Mould Boxes at Angus Works :

- (a) Mould Box (for Bolster) - 10 pairs  
as per drg. no. 00/5791/00
- (b) Mould Box (for Side Frame) - 20 pairs  
as per drg. no. 00/5792/00

BRAITHWAITE & CO. LIMITED

# **GENERAL TERMS & CONDITIONS**

## **Tender No. BWT/PUR/ANGUS/2004/22**

- 1.0 **Payment Terms** : a) 80% of material value with Taxes & Duties against Proforma Invoice on receipt of materials at Angus Works.  
b) 20% after successful testing and handing over at our works.
- 2.0 **Price** : Prices are fixed and not subject to variation on any account. Prices for equipments and accessories to be given in the separate enclosure (Price Bid). Break-up prices considering Basis Price, Excise Duty, Sales Tax, Packing and Forwarding, Freight & Insurance Charges etc. to be indicated separately.
- 3.0 **Excise Duty** : In case of Price inclusive/exclusive of ED, vendor shall pass on the MODVAT benefit to Braithwaite by providing Transporters copy of ED invoice along with the supply. Otherwise, the same shall be deducted from vendors Bill.
- 4.0 **Delivery** : Delivery shall be treated as the essence of the contract. Delivery period shall be reckoned from the date of issue of purchase order. The vendor should indicate their best possible delivery schedule with door delivery to Angus Works.  
  
**Completion period** : Within December, 2004.
- 5.0 **Transportation & Insurance** : Party's responsibility.
- 6.0 **Inspection** : Quality Assurance Plan to be submitted by vendors during Engineering and the same should be approved by Braithwaite. Inspection will be carried out by our Inspector/consultant at Vendor's Works in different stages during manufacturing of the equipments. First phase final Inspection will be carried out at vendor's works before despatch of the equipments. Operational test as well as load test will be carried out at our Angus Works after completion of Erection and Commissioning. All Inspection and test will be carried out as per approved procedure of Braithwaite. You have to bear all cost of any and all Inspection and tests.
- 7.0 **Security Deposit** : 10% of order value in the form of Bank Guarantee which will be valid till completion of the commissioning the machine to be submitted within 15 days of receipt of purchase order. This Security Deposit will be released after successful completion of the job and submission of Performance Guarantee.
- 8.0 **Guarantee Period** : All materials should be free from any defect from faulty design and/or materials and workmanship. Vendor should provide guarantee for their product against supply of defective material and workmanship for a period of 18 months from the date of delivery of materials or 12 months from the date of commissioning which ever is later. In case of any defectiveness towards material or workmanship vendor have to repair/replace the same at free of cost.
- 9.0 **Performance Guarantee** : 10% of order value in the form of Bank Guarantee to be submitted along with the materials when the supply is being completed and this guarantee should be valid till completion of the Guarantee Period of the equipments.

- 10.0 Penalty : If vendors are not able to supply/erect/commission of the equipments as per the delivery schedule a penalty @ 0.5% per week subject to maximum 10% that of unexecuted/non-supply part.
- 11.0 Risk Purchase Clause : In case the vendor fails to execute the contract fully or partly, Braithwaite's shall have the right to procure/execute the work through other agencies as decided by Braithwaite at the risk and cost of vendor, after given appropriate notice in writing.
- 12.0 Bid shall remain valid for a period of 90 days from the date of bid opening.
- 13.0 Bids shall be submitted in two copies and marked as "Original" and other marked as "Duplicate Copy".
- 14.0 Force Majeure : For the purpose of this clause, "Force Majeure" means and event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situations arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.
- 15.0 Termination & Suspension :

The Company may at any time on breach of the contract by vendor, give them a written notice of such breach. If vendor does not cure that breach within a period of 30 days after receiving such notice then the Company may terminate the contract at any time there after stating therein the date of termination.

On receiving the notice of termination, vendor will stop performance of the work order from the effective date of termination, hand over all drawings and documents and transfer all the rights of work to the Company.

In the event of termination, the Company and vendor will sit together to arrive at the fair solution in determining the claims and payments due to each other arising out of such termination. If no fair solution is arrived at within 2 months from the effective date of termination, the matter shall be referred to Arbitration.

The Company may suspend the work in whole or in part at any time by giving notice to vendor in writing of such effect stating the nature, the date and the anticipated duration of such suspension.

Or receiving the notice of suspension, vendor will stop all such work which the Company may at anytime cancel the suspension notice for all or any part of suspended work by giving written notice. Vendor will resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension.

In the event of suspension, the Company shall not be liable to pay to vendor for any damage or loss or idle labour caused by such period of suspension of work.

- 16.0 Arbitration : All questions disputes on difference whatsoever shall arise between the Company and vendor upon or in relation to or in connection with the contract, either 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 sole arbitration of the Managing Director of Braithwaite & Co. Ltd. and his award shall be binding on both the parties. The M.D. shall have the right and authority to appoint an arbitrator any Officer of the Company, not below the rank of a G.M., who is not directly connected with the Purchase Order.

BRAITHWAITE & CO. LIMITED

## **PRICE SCHEDULE**

**Tender No. BWT/PUR/ANGUS/2004/22**

| <u>Sl.No.</u> | <u>Description of item</u>                               | <u>Quantity required</u>     | <u>Rate per MT (Rs.)</u> |
|---------------|--|------------------------------|--------------------------|
| (a)           | Mould Box (for Bolster)<br>as per drg. no. 00/5791/00    | 10 pairs                     |                          |
| (b)           | Mould Box (for Side Frame)<br>as per drg. no. 00/5792/00 | 20 pairs                     |                          |
|               |  | + Excise Duty @ .....        |                          |
|               |  | + Sales Tax @ .....          |                          |
|               |  | + Packing & Forwarding ..... |                          |
|               |  | (if applicable)              |                          |
|               |  | + Freight Charges .....      |                          |
|               |  | (if applicable)              |                          |
|               |  | + Insurance Charges .....    |                          |

**Note :**

- a) Rate to be quoted per MT basis.
- b) Please quote your price both in words and figures.
- c) Overwriting in price figure of the quotation will be rejected.

BRAITHWAITE & CO. LIMITED

**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from the requirements of the **Tender Specifications** :

| <b>Clause No.</b> | <b>DEVIATION</b> | <b>REMARKS<br/>(Including Justification)</b> |
|-------------------|------------------|--|
|                   |                  |  |

2. The following are the particulars of deviations from the requirements of the instruction to Tenders, General and Special Conditions of Contract :

| <b>Clause No.</b> | <b>DEVIATION</b> | <b>REMARKS<br/>(Including Justification)</b> |
|-------------------|------------------|--|
|                   |                  |  |

**(Signature and seal of the Bidder)**

**Note :** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **“No Deviations”**.