

BRAITHWAITE & CO. LIMITED

(A Govt. of India Undertaking)

5, Hide Road, Kolkata - 700 043.

Sealed Tenders are invited from resourceful & reputed manufacturers / suppliers for supply of the following:

1. Tender No. BWT/CORP/PUR/SM/2008 - 09(R)
Supply of Shearing Machines (16 mm Capacity) - 2 Nos.
2. Tender No. BWT/PUR/SCRAP/2008-09R).
Supply of 2000MT Mild Steel Shredded Scrap as per ISRI 210-211 at Angus Works, Bhadreswar, Hooghly. Foreign suppliers having their Indian Agents may also apply.

The tender documents will be available from the purchase dept on all working days between 10.00 A.M to 15.00 P.M on payment of Rs.300/- (non refundable) by DD/ Pay order shall be drawn in favour of Braithwaite & Co. Ltd, Payable at Kolkata.

Last date of sale & submission of tender is 21 days for Sl. Nos.1 & 12 days for Sl. No.2 from the date of publication. For details please visit our website www.braithwaiteindia.com.

Company reserves the right to accept / reject any tender wholly / partly without assigning any reason whatsoever & all tender changes notices will be notified in Website only.

Sr. M (Pur., Plang. & Store)

BRAITHWAITE & CO. LIMITED
(A GOVT. OF INDIA UNDERTAKING)
5, HIDE ROAD, KOLKATA - 700 043.

GLOBAL TENDER NO: BWT/PUR/SCRAP/2008-09(R)

date: 25.11.2008

“ Sealed offers are invited from resourceful, reputed Indian / Overseas supplier or their authorized Agent for supply of 2000 MT Mild Steel / Shredded Scrap for Foundry use as per ISRI 210 - 211 Specification.”

1. Issue of tender documents: All working days from 10.00 AM to 3.00 P.M from 25.12.2008 to 06.12.2008 against payment of Rs.300/- by Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd. Willing bidder may download the tender document from our website www.braithwaiteindia.com and participate in this tender by paying Rs.300/- in favour of Braithwaite & Co. Ltd. along with techno-commercial bid (Part-I).
2. Closing of tender Box : 4.00 P.M on 06.12.2008.
3. Opening of Part-I bid of the tender : 11.00 A.M on 08.12.2008.

The offer should comprise of parts as under:

1. Part-I : Techno-commercial bid & EMD.
2. Part-II : Price Bid

Both Part - I & Part - II shall be inserted separately in 2 envelopes, sealed and super-scribed with Part No. & above mentioned Tender No. These two bids shall be put in a 3rd envelope, sealed & super scribed with our Tender No, Date and Due date.

Sealed Tender addressed to **Sr. Manager (Purchase & Planning), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043** or 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 **06.12.2008 at 4.00 P.M.**

The Techno-commercial bid shall be opened at **11.00 AM on 08.12.2008.** Tenderers may depute their representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which, opening date & time will be intimated in due course.

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

Quantity & Specification:

2000 MT Mild Steel / Shredded Scrap as per ISRI 210-211

A. **PART-I : Techno-Commercial Bid:**

- i. Tenderer should submit all papers related to their credential, i.e. proof of past performance regarding supply of Mild Steel Shredded Scrap as per ISRI 210-211 to respective customers, Trade License, Import / Export license (if any), documents related to supply Mild Steel Shredded Scrap as per ISRI 210-211 are to be submitted in the credential part. The supplier / Agent should submit performance certificate, copies of purchase order from reputed companies or PSUs for having successfully completed supply of minimum 1000 MT scrap within a span of 12 months.
- ii. **Earnest Money Deposit (E.M.D.) : Rs. 15,000/-** (Rupees Fifteen thousand Only)
- iii. Earnest Money Deposit of **Rs. 15,000/-** is required to be submitted by Demand Draft Pay Order or Bid Bond in the form of Bank Guarantee in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**. In case of bid bond, the validity period should initially be 120 days from the date of opening of Tender. However, for SSI Units with valid single point registration with NSIC, payment of EMD/Security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD is also exempted for vendors registered with RDSO / D.G.S.D.
- iv. EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- v. EMD will be refunded / released to the unsuccessful bidder within a reasonable period without any interest. For successful bidder, entire amount of EMD / Bid Bond will be refunded / released on submission of Security Deposit.

B. General Terms & Conditions:

1. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated. However, no correction is allowed in price bid.
2. Offer should remain valid for 30 days from the date of opening of this tender.
3. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.

4. Security Deposit:

For the fulfillment of the contract, the supplier shall submit Security Deposit in the form of Bank Guarantee / Demand Draft/ Pay Order for a sum equal to 5% of the contract value within 15 days of issue of the Purchase Order valid till Warranty period.

5. Security deposit will be returned only on completion of last supply the material.
6. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.

7. Price:

For indigenous supplier, Unit price mentioned in the offer will remain firm till the execution of the order.

For overseas supplier the offered price should be firm and FOB basis. The country of origin of the Stores should be indicated. Bids from agents must submit their letter of authority from their principal manufacturer.

The price quoted should be per MT basis inclusive of necessary packing. Net price should be quoted both in figures and in words. Taxes, Freight charges, Insurance, VAT and other charges should be given in details.

The overseas supplier should quote price in Indian Currency or in US\$ on FOB basis, freight, Insurance, Customs, Taxes & Duties etc. should be indicated separately.

8 Test Certificate:

Braithwaite will be inspected the materials on receipt of the same. The supply must accompany the Test certificate and Guarantee Certificate etc. In case the materials are found to be defective or non-strictly as per our specification, there may be deduction from the bills should be made by us.

In case the supplier or his authorized agent desires the take back the rejected materials, the same has to be arranged by the supplier at their own cost. Braithwaite shall not pay any amount for the return of the material in any way.

9 Terms of Payment:

Payment shall be released within 30 days after receipt of bill duly accompanied by Inspection certificate accepting the material and receipted challan.

10 Liquidated Damages:

In the event of failure to supply the materials within the contractual delivery period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages subject to maximum limit of 10% of the Contract value.

11. Risk Purchase:

In the event of failure or delayed supplies within the reasonable period, the order may be cancelled also and 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 from the supplier.

12. Arbitration:

All questions, disputes or differences 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 differences and the same shall be referred to the adjudication of sole Arbitrator 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 a General Manager who is not directly connected with the Purchase Order.

Such a reference submitted to the arbitrator shall be deemed to be the submission to the arbitration within the meaning of the arbitration and conciliation act, 1996 statutory modification thereof. The proceedings of the arbitration shall be held in Kolkata.

13. Splitting of Tender:

Braithwaite reserves the right to split up the tendered 'Job' & 'Quantity' among more than one bidder without assigning any reason & also right to split the order among more than one bidder irrespective of the lowest valid price, considering the capacity of production, financial soundness and past performance of individual bidder.

14. Markings:

For easy identification of your materials, each and every item must bear a stamp of the name of your Firm, & specification.

15. Packing:

For overseas suppliers the valve set shall be suitable seaworthy packed to protect them against any damage and deformation during transportation by ship. The supplier should be responsible for proper packing method and should ensure that these packing methods are adequate for handling at Ports.

The bidder should indicate the weight, size and volume of each of the packing / container with details of the materials proposed to be packed giving individual weight of such item.

16. Quantity Variation:

The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 100% on the same price and terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule of the purchaser.

17. Delivery of materials: Free Delivery to our Angus Works, Bhadreswar, Hooghly. Materials are to be delivered at our Angus Works upto 500 MT /in each consignment, as per our requirement.

C. PART- II: Price Bid.

Price Bid in 2ND part of the tender should contain only price, rate of VAT, rate of E.D. (if any). In case of overseas offer, price to be quoted on FOB basis. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in Price part.

Price should be quoted as per the following format:

Quantity & Description	Basic Rate per MT	Excise Duty with CESS on ED in % (if applicable)	VAT, CST etc. in % (if applicable)
2000 MT of Mild Steel Shredded Scrap as per ISRI 210-211			

For **BRAITHWAITE & CO. LIMITED**