

BRAITHWAITE & COMPANY LTD
(A Govt. of India Undertaking)
A Subsidiary of BBUNL
5, Hide Road,Kidderpore
KOLKATA-700 043.

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| ENQUIRY |
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Our Enquiry No. ENQ/HNB/MALI/04-05/16
Dt. 07.09.2004

Please quote your prices for the following articles including packing & free delivery to our Clive/Victoria,Kidderpore,Calcutta.

Your quotation should reach us latest by 14-09-2004 and must remain open for 90 days.

This tender is subject to the following terms and conditions :-

- (a) Quotation must be sent in sealed cover either by registered post or may be dropped in our tender Box No....3...in case of hand delivery.
- (b) our Enquiry No. and its due date must be superscribed on the envelope.
- (c) Quotation without firm delivery WILL NOT BE CONSIDERED. Failure to supply in the stipulated period may liable your order to be cancelled and attract standard liquidated damage clause.The amount of claim will be determined at our discretion.
- (d) Please indicate your Sales Tax Registration Number,Central Excise Registration Number,Range etc.
- (e) T.C./G.C.must be given with supply wherever applicable,if ordered.
- (f) Drawing/specimen should be returned along with your quotation.
- (g) Please quote your rate taking into consideration that materials are to be delivered to our Works free of cost.
- (h) Price should be quoted both in figure and words and your quotation must be free from any kind of overwriting,alteration and correction. Please mention the Tariff Code and rate of the item quoted if this attracts Excise Duty.
- (i) Our Terms of Payment:30 DAYS CREDIT
- (j) Standard Risk Purchase clause will be applicable in the event of your failure to supply.
- (k) We shall reserve our right to increase or decrease the ordered quantity at the same rate and terms.
- (l) We shall reserve our right to split up the tendered quantity.
- (m) We shall reserve our right to accept or reject the tender partly or fully without assigning any reason.
- (n) Materials will be subject to inspection at your cost at your premises in the event of placement of order.
- (o) Arbitration:-

Any dispute or difference whatsoever arising between the parties out of relating to the construction,meaning,scope,operation or effect of this contract or the validity or 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 parties.

Requisition No. :GS/IND-04/04-05

Date::08-06-2004

Sl.No.	Item Code	Item Description	Quantity Reqd.
1	2P1F120111100N	5mm Electrode,IRS:M28-02,CL-A2 IS : 814-1991, IS CODE : ER 4212X(Medium Coated)	75.00000 thu
2	2P1F120111200N	4mm Electrode,IRS:M28-02,CL-A2 IS : 814-1991, IS CODE : ER 4212X(Medium Coated)	45.00000 thu
3	2P1F120322000N	1.2mm Cu Coated Mig Wire IRS:M46-03,CL-I,IS : 6419-1996	1250.00000 kg
4	2P1F120321100N	4 mm Cu Coated SAW Wire IRS:M39-01,CL-WI,IS : 7280-1974	1250.00000 kg
5	2P1F120531100N	Matching Flux for 4 mm SAW IRS:M39-01,CL-FI,IS : 7280-1974	1500.00000 kg

Your terms of delivery: Materials to be delivered by you at our
Clive Works free of delivery charges.

Note :

Special terms & conditions are as per enclosed Annexure-'A'.

BRAITHWAITE & CO. LIMITED

SPECIAL TERMS & CONDITIONS

ENCLOSURE TO OUR PURCHASE ENQUIRY NO. ENQ/HNB/MALI/04-05/16 DATED 07.09.04

1.0 GENERAL PROCEDURE FOR OFFER SUBMISSION :

1.1 Sealed offer to be submitted addressed to Manager (RTG), Braithwaite & Co. Limited, 5, Hide Road, Kolkata – 700 043 so as to reach us by 14.09.2004 within 14.00 Hours, which shall comprise of two parts as under:

- Part I - Techno-commercial Bid
- Part II - Price Bid

1.2 Each part shall be submitted in separate sealed envelopes superscribing tender enquiry number, due date and part number positively. Both the parts are to be put in a third envelope superscribing tender enquiry number, part I & part II inside and due date with time.

1.3 Techno-commercial bid must contain description of each item, your offered brand name with technical specification, literatures etc. and also major commercial conditions like delivery schedule, payment terms, validity, inspection etc.

1.4 Offers may be dropped in our Tender Box No. 3 or may be sent by registered post, which must reach positively by due date and time of the tender enquiry.

2.0 PRICE :

2.1 The offered price should be firm and door delivery basis to our Clive Works, Kolkata. Net price must be clearly shown in figures and in words.

2.2 Price should be quoted as Basic Price, Excise Element and Sales Tax at concessional rate separately, failing which offer may not be considered.

3.0 EARNEST MONEY :

Earnest Money of Rs.20000/- is required to be submitted by Demand Draft / Pay Order / Bid Bond in the form of Bank Guarantee in favour of Braithwaite & Co. Limited and payable at Kolkata. In case of Bid Bond the validity period should be 90 days initially. However, for SSI Units with 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. Copy of the valid NSIC Registration Certificate should be furnished.

4.0 DELIVERY :

Delivery is one of the essences of contract since the item is required for export wagon. Please quote your best delivery period. Delivery of goods to be made at our Clive Works.

5.0 LIQUIDATED DAMAGES :

Failure to supply the materials within the contractual delivery , liquidated damages shall be charged at the rate of 0.5% per week or part thereof, subject to a maximum of 5% of the contract value.

6.0 RISK PURCHASE :

Failure to supply the materials within the contractual delivery period, the order may be cancelled also and the purchaser reserves the right to procure the materials from alternative source on risk purchase basis and recover the extra cost, if incurred, from the supplier.

7.0 TRANSIT INSURANCE :

Purchaser will not pay separately for transit insurance. The supplier will be responsible till the entire stores arrive in good condition at our Clive Works, Kolkata.

8.0 S.T. CLEARANCE CERTIFICATE :

Bidders must accompany copy of Sales Tax clearance certificates along with their offers.

9.0 QUANTITY VARIATION :

The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% 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.

10 VALIDITY OF OFFER :

Offer should remain valid for 90 days from the date of opening of the tender.

ARBITRATION :

Any dispute related to this contract arising between supplier and purchaser should be best tried to resolve by amicable settlement. In case amicable settlement fails and arbitration is required, then decision of MD/Braithwaite who is a sole arbitrator is final and binding on them.

12. ACCEPTANCE OF TERMS & CONDITIONS :

All terms and conditions of this tender should be accepted unconditionally and complied with.

13. RIGHT OF ACCEPTANCE :

This office does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of whole or any part of the tender or portion of the quantity offered and you shall supply the same at the rate quoted above.

Signature with Seal & Date by Supplier
for acceptance of the above terms & conditions