



BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

(SUBSIDIARY OF BBUNL)

5, HIDE ROAD, KOLKATA – 700 043.

TENDER ENQUIRY NO: TKB/CP/PAINT/2005/05

Date: 15.04.05

“ Sealed offers are invited from resourceful RDSO approved Vendors for supply of Red Lead Paint to IS: 102, Zinc Chrome Primer to IS: 104, Ready Mix Red Oxide Zinc Chrome Primer to IS: 2074 and Red Oxide Finishing Paint to IS: 2074 to various Wagon builders under BBUNL Group.”

1. **Issue of Tender Documents:** Any working day (**Except Sunday & holiday**) between 10.00 AM to 1.00 PM from 15.04.05 to 30.04.2005 **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 the form of **Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'**
2. Closing of Tender Box at 1.00 PM on 30.04.2005 (Due date)
3. Opening of part-I bid of the Tender at 11.30 AM. on 02.05.2005.

The offer should comprise of parts as under:

- i. Part-I : Techno-Commercial Bid & EMD
- ii. Part-II : Price Bid.

All these parts shall be inserted separately in 2 envelopes and these shall be put in 3rd envelope and all the envelopes shall be super scribed with our **Tender No. TKB/CP/PAINT/2005/05, Part No. 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 30.04.2005 (due date) by 1.00 P.M.**

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

For BRAITHWAITE & CO. LIMITED

PART-I : Techno-commercial Bid & EMD:

- i. **Techno-commercial Bid must comprise of the following documents/information:**
 - a. Demand Draft/Bid Bond for EMD/ valid NSIC registration certificate for tendered items.
 - b. Photo copy of valid RDSO registration certificate.
 - c. Performance certificate for last three years indicating the name of the tendering items & the name of the customers, month wise deliveries made of the tender items to various customers. For every financial year separate statement for individual item is required to be made for each type of paint.
 - d. Monthly delivery schedule offered for each kind of paint.
 - e. Current Sales Tax clearance Certificate.
 - f. Unconditional acceptance of our terms & condition.
 - g. Total tendered value inclusive of all taxes & duties.
- ii. **Earnest Money Deposit (E.M.D.) : Rs. 1.00 lakhs** (Rupees one lakhs Only)
- iii. Earnest Money Deposit of **Rs.1.00 lakhs** is required to be submitted by Cross A/C Payee Demand Draft/ 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 120 days from the date of validity of your offer. 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.
- iv. 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.
- v. EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- vi. EMD will be refunded to the unsuccessful tenders without any interest. For successful tenders entire amount of EMD/Bid Bond will be converted into interest free Security Deposit irrespective of order value and will be retained till the successful completion of the contract. In case of failure to execute the order thus placed, security deposit will be forfeited/revoked.

PART- II : Price Bid.

Price Bid in second part of the tender should contain only price, rate of Sales Tax, Rate of E.D (if any).. Price Bid part shall be opened if part-I is qualified and also not be opened/considered if no EMD/Bidbond/Valid NSIC registration certificate and other stipulated documents are deposited along with the first part of the tender.

TERMS & CONDITIONS:

1. No offer will be considered without EMD.
2. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
3. Offer should remain valid for 120 days from the date of opening of this tender.
4. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
5. Alteration, inclusion, deviation will not be allowed once the bid is submitted except Tender Evaluation Committee demand for further clarification (if any).
6. Tender will be considered as cancelled if the documents as required for Part-I.& Part-II are not placed in respective envelope.
7. The tender is not transferable.
8. Braithwaite reserve the right to accept or reject any quotation without assigning any reason, whatsoever and without incurring any liabilities to the affected bidder.
9. **Splitting of Tender:** We reserve 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.
10. **Risk Purchase:** In the event of failure or delayed supplies within the reasonable period of time as decided by the purchaser, the subsidiary companies under BBUNL shall 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.
11. **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 expiry 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.
12. **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.

13. Payment terms shall be 30 days' credit after receipt of materials along with relevant documents.
14. Delivery is the essence of this contract. Therefore, delivery schedule should be strictly adhered to as requested from Wagon Builders under BBUNL.
Place of delivery: In and around Kolkata/ Howrah/ Hooghly/ Dumdum/Burnpur/ Mokamah/ Muzaffurpur.
15. **Inspection :** Materials are subject to inspection by individual Wagon Builders representative at your premises before despatch which will be followed by audit checking by RDSO Inspector. Necessary testing charges in both the cases will be carried out by you at your cost as per advice of the Inspector and the test report/DM Copy will be submitted along with your supply challan. However, any subsequent change of inspection procedure adopted by the Rly. Board or Wagon Builders will be applicable.
16. **Specification :**
Please ensure paints are manufactured and supplied strictly as per the specification of individual type of paint.
17. **Markings:** For easy identification of your materials, each and every item must bear a stamp of the name of your firm, IRS specification.
18. **Warranty :**
You will be required to give a warranty for the above item/items being supplied to us for a period of 24 months from the date of commissioning and acceptance by us/RDSO/Client or 30 months from the date of completion of supply, whichever is earlier.
19. **Rejection/Replacement:** Notwithstanding the fact that the materials have been duly inspected and covered by DM/IC you shall arrange for free replacement/ rectification of rejected /defective items, if any, detected during or after fitment at our works, on receipt of our written advice to that effect. The replacement of the items shall be made within 15 days from the date of our advice, failing which we reserve the right to purchase the said quantity from other sources at your cost. Collection of rejected stores from our Works and delivery of replacement supplies at our Works will be at your cost and responsibility. If the rejected stores are not removed within a reasonable period, the same will be disposed of by us without any notice to you.
20. Price of each item should be indicated by typing both in figures & words. E.D, ST., Freight charges and other charges, if any should be indicated separately in offer indicating percentage & quantum. Offer should be made on free delivery basis i.e. inclusive of freight charges for individual Wagon Builders Works.
21. **Unloading of Materials:** During delivery of materials unloading will have to be done by your personnel at our Works.
22. **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.

23. **Dispute:** In case of any dispute and if not settled mutually the same will be dealt with as per Indian Arbitration Act.
24. **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.
25. **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.

Details of Individual Requirement of Paint are given below:

| Sl. No. | Description of Paint | Individual Requirement (In ltrs.) | | | | Total (In Ltrs.) |
|---------|--|-----------------------------------|-----------|--------------|---------|------------------|
| | | BACL (HWH) | BACL (BW) | Bharat Wagon | BWT | |
| 1 | Red Lead Paint to IS: 102 | 14880 L | 11120 L | 12000 L | 5500 L | 43,500 L |
| 2 | Zinc Chrome Primer to IS: 104 | 10000 L | 16290 L | | 6500 L | 32790 L |
| 3 | Ready Mix Red Oxide Zinc Chrome Primer to IS: 2074 | 10000 L | 14140 L | | 6120 L | 30260 L |
| 4 | Red Oxide Finishing Paint to IS: 123 | 35100 L | 31250 L | 24000 L | 18530 L | 108880 L |

For BRAITHWAITE & CO. LIMITED