



BRAITHWAITE & CO. LIMITED

(A Government of India Undertaking)

SUBSIDIARY OF BBUNL

Accredited with Quality Standards

ISO 9001 for Cranes / ISO 9002 for Railway Wagons

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043 ; TEL : 2439 - 7415 / 4114 / 6613 / 7413

E MAIL : purchase@braithwaiteindia.com ; FAX : +91 33 2439 5607 / 7632

TENDER ENQUIRY NO. BWT/PUR/GAS/VW/2005 dt. 24.12.05

Tender for supply of Compressed Oxygen and Dissolved Acetylene gas in cylinders for industrial use are invited from reputed manufacturers (producers) or their authorized Dealers / Distributors having their office(s) and godown (s) in or around Kolkata.

E.M.D. : Rs.10,000/-

1. Issue of Tender Documents : Any working day (except Sunday & holiday) between 10.00 A.M. to 1.00 P.M. from 24.12.05 to 09.01.06 against payment of Rs.300/- by DD / Pay Order payable at Kolkata drawn in favour of "**Braithwaite & Co. Ltd.**".
2. Closing of Tender Box at 2.00 P.M. on 09.01.06 (Due Date).
3. Opening of part-I of the Tender at 2.30 P.M. on 09.01.06.

The offer should comprise of parts as under :

Part-I : Techno-commercial Bid

Part-II : Price Bid (Ref: enclosed page no.3)

All these parts shall be inserted separately in 2 envelopes and these two parts shall be put in 3rd envelope. All the three envelopes shall be superscribed with our tender no., date, part no. and due date.

Tender will be considered as cancelled if the documents as required for Part-I and Part-II are not placed in respective envelope.

Sealed Tender, addressed to Sr.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 09.01.06 (due date) by 2.00 P.M.

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

All information regarding this tender may also be available on our website www.braithwaiteindia.com. In that case, willing bidder may download the tender document and can participate in this tender as per details above by paying Rs.300/- in the form of DD/Pay order drawn in favour of "**Braithwaite & Co. Ltd.**" towards cost of tender document in a separate envelop with an indication alongwith the tender.

During opening of Techno-commercial Bid (Part-I) and Price Bid (Part-II), the bidders may depute their authorised representatives to be present as witness. However, only the techno-commercially acceptable bidders will be intimated before opening of the Price Bids (Part-II).

For **Braithwaite & Co. Ltd.**

TENDER ENQUIRY NO. BWT/PUR/GAS/VW/2005 dt. 24.12.05

- Requirement: (a) Compressed Oxygen in your cylinders (completely filled condition).
 (b) Dissolved Acetylene in your cylinders (completely filled condition).
 (c) Cylinders to be retained till complete use of gases.
 (d) Quantity required to be supplied is mentioned in price bid part. However, the quantities may vary.

A. PART-I : Techno-commercial Bid & EMD

1. Tenderer should submit all papers related to
 - (i) Credentiaity i.e. proof of past performance with respective customers, and adherence to delivery schedule.
 - (ii) Present order(s) in hand.
 - (iii) Audited Balance Sheet for last three (3) years etc.

Tender must contain STCC, Trade License, authorisation certificate for dealership (in case of dealer) from principal / manufacturer, all valid copies of Registration Certificate(s) with corporate bodies & others (if any).

However, tenderer having vendor registration with BWT, Clive / Victoria unit for supply of these items, need not require to submit the above documents as mentioned in (i) to (iii) & (c), but they should, mention their vendor registration number and last supply / business done with BWT in their bid (related papers to be furnished).

2. E.M.D. – Rs.10,000/- (Rupees Ten Thousand only)
 - (i) Earnest Money Deposit of Rs.10,000/- is required to be submitted by Demand Draft / Pay Order, drawn 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 90 days from the date of validity of your offer. However, for SSI Units with single point registration with NSIC, submission of EMD / Security Deposit, Performance B/G can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate / documents for the items tendered.
 - (ii) EMD will be forfeited if the tender is withdrawn and / or if the price is escalated later within the validity of the tender.
 - (iii) For the bidders claiming exemption from E.M.D. on account of their single point registration with NSIC, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions / contract.
 - (iv) EMD shall be returned to unsuccessful bidder without any interest only after finalization of the contract / tender.
 - (v) **Without EMD, Part-I bid will not be considered in any case. As a result, the whole tender will be rejected.**
3. Only producers or their authorized dealers / distributors who are having Works / Sales Office at local area and 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 in their offer.

4. The tenderers must specify their authorized persons with Name, Designation & Specimen signature duly attested.
5. **Quality** (purity level) of gas supplied must be guaranteed by the Producer's certificate with each delivery.
6. Gas must be supplied in supplier's cylinders that should be completely filled in.
7. Quality & condition of cylinders / valve etc. should be maintained properly by supplier with no alternative.
8. A certificate from department of Explosives may be enclosed along with the bid.
9. Maintenance / servicing / repairing / replacement of cylinders / valves is supplier's responsibility.
10. Mode of delivery of gas i.e., collection of empty cylinders and supply of gas in filled cylinders, transportation schedule per trip etc. should be indicated in the offer clearly.
11. Necessary financial implication in respect to above (if any) should be indicated clearly in the price bid.
12. Capacity of each cylinder with identification no./mark (if possible) shall have to be maintained.
13. Our requirement is strictly on "as and when require" basis within the validity of order.
14. The supply requires to be delivered at our Victoria Works as per our requirement.
15. Total maximum limit of our intake for cylinders required for above consumables are to be intimated later which may vary depending upon the capacity of the supplied cylinders.
16. Mode of delivery pattern i.e., cylinder distribution per round trip of vehicle(s) should positively be indicated in cases like (a) for Oxygen only, (b) for acetylene only and (c) for Oxygen & acetylene combined. Bidder should mention the type of vehicle to be used for performing such job.
17. A statement of monthly despatch / receipt of cylinders is to provided along with challans. If there is any financial implication in supplying cylinders, the reason for the same should be mentioned and corresponding financial care should be quoted in the price bid under the heading 'Others' as mentioned thereon.
18. 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).
19. A clear information with justification supported by documents (if any) for "**other charges**" claimed as above should be provided along with the bid.
20. In case of price inclusive of Ex. Duty, Sales Tax and other charges (if any), a clear indication is to be made for MODVAT amount per unit of price bid.

21. To achieve lowest value, L1 rate may be considered as per lowest landed cost per unit including all duties as quoted by the bidder.
22. Supply should accompany Ex. Duty gate pass alongwith other relevant documents.
23. In case, if there is any deviation from tender requirement, the same should be mentioned separately under heading "Bid Deviation".
24. Any other additional information / related data may be included, if required suitable for supply of tendered item(s).
25. Price Bid part shall be opened only if part-I is qualified.
26. Bidder who are not registered with our Company, need to be registered prior to secure order. For the same, necessary action to be taken by the bidder(s).
27. Security / Performance guarantee @ 10% of ordered value only in the form of Bank Guarantee as per enclosed format must be submitted by the successful bidder (hereinafter called as supplier) within 10 (ten) days of receipt of Purchase Order and on receipt of the same, EMD will be refunded back. This Security Deposit will be refunded / returned only after fulfillment of the contract duly certified by concerned officer or his authorised representative with BWT's full satisfaction. For the bidders claiming exemption from submission of security deposit on account of their single point registration with NSIC, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender conditions / contract.
28. Offer should remain valid for 90 days from the date of opening of this tender.
29. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid. However, no correction is permitted in the Price Bid.
30. Price quoted should remain **FIRM** upto end of the contract. However, Statutory variations in Sales Tax, Ex. Duty, others (if any may be considered for payment only on production of respective valid documents).
31. Quantity of items (tendered / ordered) may vary to the extent of $\pm 30\%$ depending on our requirement and delivery date may change accordingly.
32. Validity of order(s) can be extended as per our requirement as well as the requirement / guidelines of our principal customer(s) from time to time and for that no further communication will be made.
33. Liquidated Damages - In the event of failure on the part of the supplier to complete the job within the stipulated completion period, Braithwaite reserve 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.

34. 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 get the material(s) from other agency / agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the supplier.
35. 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 parties.
36. Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata.
37. Payment terms : It shall be 30 days' credit, otherwise price Bid part may not be considered.
38. Delivery : Initially, for 1 (one) year from the date of issue of P.O. for entire ordered quantity and to be delivered in phases as per Purchaser's requirement that will be intimated to the supplier from time to time.
39. The supplier's bill (in triplicate) should accompany challans/ invoice (MRR) duly certified by Purchaser's Stores alongwith Ex. Duty gate pass (if any) and other relevant documents (if any) and to be submitted to Purchaser's Accounts Department.
40. An Un-priced copy of price bid (Part-III) must be submitted in Part-I bid for easy analysis of tender documents.
41. An unconditional acceptance of all terms & conditions of the tender which should stand in force till the completion of the contract must be given along with the offer failing which tender may not be considered.

B. **PART-II : Price Bid**

- i) This part should be free from any condition. However, if any bidder desires to mention any special information, that is / are to be indicated in techno-commercial bid only.
- ii) Rate quoted should be written (preferably type-written) both in figures and in words.

- iii) No correction, overwriting etc. in quoted price is acceptable and price bid with correction / overwriting will be cancelled summarily.
- iv) Preferable format for price bid is given as below :

Sl. No.	Description of materials	Quantity (Cu. Mtr.)	Rate per unit (Rs.)					Remarks
			Basic	Ex. Duty	S/ Tax	Other chargs	Total	
1.	Comp.Oxygen (O ₂)	70,800						
2.	Dissl. Acetylene (C ₂ H ₂)	15,000						
3.	Others (a) (b) ©							

Signature of the bidder with date & place

N.B. Details of any claim such as cylinder holding charges / rent, any deposit etc. under other charges should clearly be spelt out / justified with documents.

For **BRAITHWAITE & CO. LTD.**

