



BRAITHWAITE & CO. LIMITED

(A Government of India Undertaking)

SUBSIDIARY OF BBUNL

Accredited with Quality Standards

ISO 9001 for Cranes / ISO 9002 for Railway Wagons

F. & REGD. OFF. : 5, HIDE ROAD, KOLKATA-43, TEL: 2439-7415, 2439-4114, 2439-6613, 2439-7413

E-mail: braith.company@gems.vsnl.in

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TENDER ENQUIRY NO. BWT / PUR / PAINT / BTAPHP/ 2006 Dt. 05.05.2006

INTRODUCTION:-

Tender for supply different types of Paints, from of RDSO approved reputed manufacture or their authorized Dealer / Distributors having their office and godown in or around Kolkata.

1. **Cost of one copy tender document (non-transferable) : Rs. 100/- (Non-refundable).**
2. Issue of Tender Documents: Any working day (Except Sunday & Holiday) between 10.00 AM to 3.00 P.M.
3. Closing of tender Box at 3.00.P.M. on **20.05.2006 (due date)**
4. The officer should comprise of parts as under:
 - (a) Part-I : Credential Bid & EMD
 - (b) Part-II : Techno-commercial Bid
 - (c) Part III : Price Bid

All these parts shall be inserted in 3 separate envelopes and these three envelopes shall be put into a 4th envelope and all the four envelopes shall be super scribed with our tender No., Date, Due date and Box no. 01.

5. Opening of part-I & part-II of the tender at 3.30 PM on **20.05.2006.**

Seaed Tender, address 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 due date by 3.00 PM.

6. Braithwaite reserves the right to accept / reject / split any or all Tender in part or full without assigning any reason whatsoever.
7. Tender document can also be available from our web-site www.braithwaiteindia.com by **downloading the same.** But, in that case, a payment of Rs.100/- (towards the cost of tender documents) by Pay Order / DD, must be submitted along with the tender.
8. Bidder(s) are requested to confirm their submission of tender with purchase department while dropping the same into the box no. 01 and to attend and get witnessed with due acknowledgement at the time of opening tender at scheduled time on due date as mentioned above.
9. Successful bidders are also requested to attend the price bid opening, which shall be intimated in due course.

A. PART-I: Credential Bid & EMD.

Tenderer should submit :

1. All papers related to credentiality i.e. proof of past performance with respective customers (preferably Govt. customer) and adherence to delivery schedule with audited balance sheets for last three (3) years etc. However, bidder(s) having vendor registration with BWT (Clive / Victoria unit) for these items and have good performance record, need not require to submit the above documents. In that case, they should mention positively their vendor registration number in their bid.
2. ITCC, STCC. Trade license, proof of valid dealership (in case of dealer or distributors) from their principle as well as an authorization for submitting quotation on behalf of principal (if any), any other valid papers related to registration with NSIC, DGS & D, RDSO and any other corporate body etc.

Bidders have no vendor registration number with BWT (Clive Works), must have to register their Firm's name with BWT prior to secure any order of this tender.

3. E.M.D. – Rs. 10,000/- (Rupees ten thousand only)

- i) Earnest Money Deposit of equivalent amount is required to be submitted by Demand Draft / Pay Order, Bid Bond in the from of Bank Guarantee as per our format (enclosed) 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 opening of the tender. However, for SSI Units with single point registration with NSIC, or registered with DGS & D, and PSU / RDSO approved vendors, submission of EMD can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the items tendered.
- ii) 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. For the bidders claiming exemption from EMD on account of their single point registration with NSIC / DGS & D / RDSO, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation / failure to fulfill their commitment of tender conditions / contract.
- iii) EMD shall be returned to unsuccessful bidder only after finalization of the contract / tender.

B. PART-II: Techno-Commercial Bid.

- i) No offer will be considered without EMD.
- ii) Bidder must declare clearly without any condition that they shall supply full quantity of materials that they had quoted for if they are awarded any order.
- iii) Bidder may quote for part quantity of any item(s) which require(s) to be mentioned clearly.
- iv) A copy of un-quoted price bid must be given along with Techno-commercial Bid (Part-II bid) for our easy analysis of techno-commercial bid.
- v) Braithwaite reserves the right to distribute the tender / order quantity to the bidder as per their status of registration in vendor list with Rly. Board irrespective of position / rank in the tender.
- vi) Braithwaite reserves the right to cancel / reduce the quantity of any item(s) tender/ ordered in the event of deletion of any item(s) or withdrawal of any bidder's name from the valid / current vendor list of RDSO.
- vii) Quality of supplied Paint must be **RDSO** approved.
- vii) Bidders should mention the BRAND NAME (if any) of their supplies.
- viii) Delivery shall be free to our Clive / Victoria Works on progressive manner to meet our production schedule i.e. "As & When Required basis" within delivery period. Materials are to be supplied as per the instruction of Procurement Department / Manager (Stores) or his authorized representative. However, a tentative delivery schedule will be provided to you by our Stores (on your demand) at least 15 days earlier to commencement of your supply. You will do unloading & storing of items at your cost.
- ix) Inspection & Testing: To be done by RDSO / BWT at your cost.
- x) **Order validity:** Initially, the validity will be 1 (one) year from the date of issue of purchase order. However, this may vary depending upon our monthly production rate and may be extended to such date(s) to enable you to supply the full ordered quantity.
- xi) Our order rate (including all duties) is / are firm till the completion of the full order quantity.
- xii) Payment terms shall be 30 days' credit. A clear acceptance in this is required otherwise opening of Price Bid part may not be considered.
- xiii) All rejected quantity shall have to be lifted by the supplier within 15 days of rejection at their cost against replacement.

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- xiv) Quoted rate(s) should be of per unit basis with break-up details such as Basic, Excise Duty & Cess, Sales Tax / VAT and other charges (if any).
- xv) In case of price inclusive of Excise Duty & Cess, Sales Tax / VAT and other charges (if any), a clear indication is to be made for MODVAT amount per unit of price.
- xvi) To achieve lowest value (L₁ rate) landed cost may or may not be considered.
- xvii) Bidders must mention their material's packaging pattern / quantity contained in each container (non-returnable) with weight and self life of item(s) quoted.
- xviii) Declaration form (if required) will be issued against this job in due course.
- xix) Offer having delivery mode as 'Ex. Works' will not be considered.
- xx) Current products having sufficient self-lifetime are required to be supplied only.
- xxi) For testing the quality of your supplies in our works (if requires), you may be required to give sample(s) on demand at free of cost. It is preferable to get the samples approved from our works / RDSO for shop floor performance before opening the price bid of qualified bidders. But, in case of testing at your works, entire responsibility shall be in your account.
- xxii) Your supply must accompany proper challans, Excise Duty Gate Pass / Invoices, Way Bill (if any), copy of RDSO certificate for Brand approval (if any), Test Certificate etc. otherwise bill for the same may not be processed for payment.
- xxiii) Non-submission of counter part of waybill to BWT will lead penal action as deemed to be fit.
- xxiv) Your bill(s) shall be submitted to our Accounts department in triplicate-set along with MRR copy (to be received from Stores).

C.

PART- III: Price Bid

- 1) **Price Bid part shall be only opened for those bidders whose both part-I & part-II bids are qualified.**
- 2) Rates should be both in figures as well as in words.
- 3) Any correction / erasing / over-writing in price bid will be considered strictly as cancelled.
- 4) Clear indication for BASIC, Ex. Duty (%) Cess, Sales Tax / VAT & any other charges should be given.
- 5) Probable Format for offer is appended.
- 6) This part should be free from any condition.

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- 7) Quotation to be given for those items against which valid RDSO approval is / are available.
- 8) An un-quoted copy of price bid with other details should be enclosed along with Techno-commercial bid.
- 9) Signing on Price bid by bidder's authorized person with office stamp is mandatory.
- 10) Price bid(s) of unsuccessful bidder(s) will be returned in due course of time.

Sl. No	Description	Offered Qty (Ltr.)	BASIC (Rs.)	Ex. Duty (%)	Sales Tax (%)	Others	TOTAL	In Words	Modavt (Rs.)
1.	Zinc Chrome Primer (IS:104)	3080							
2.	Red Oxide Zinc Chrome Primer (IS: 2074)	2464							
3.	Red Lead Primer (IS: 102)	3080							
4.	Epoxy based Zinc Phosphate Primer (IS: 13238)	635.25							
5.	Synthetic Enamel finished paint Royal Ivory (IS: 13607)	4466							
6	Synthetic Enamel finished paint Steel Grey (IS: 13607)	2156							
7	White Paint (IS: 13607 / 127)	77							
8	Red Oxide Paint (IS: 123)	924							
9	Oxford Blue for lettering (IS : 13607)	154							
10	Oriental Blue for LOGO (IS :13607)	77							
11	Post Office Red (IS: 13607)	77							
12	Black Paint (IS: 1257)	154							
13	Aluminium Colour Paint (IS : 2337)	154							
14	Terracotta Red Colour Paint (IS :13609, Col. No. 444 of 1.55)	154							

TERMS & CONDITIONS:

- 1) Security Deposit @ 5% of ordered value (maximum) only in the form of Bank Guarantee (valid up to the completion of the order), Demand Draft / Pay Order must be submitted by the successful bidder (hereinafter called as party) within 15 (fifteen) days on receipt of Purchase Order and on receipt of the same, EMD will be refunded back. For the bidder claiming exemption from submission of security deposit on account of their single point registration with NSIC / DGS & D / RDSO and PSU, their cases may be referred to the concerned Ministry for taking appropriate action in the event of valuation of tender conditions / contract.

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- 2) EMD will be returned on submission of required Security Deposit.
- 3) Security Deposit will be discharged and returned to the Supplier only on successful completion of supplier's obligation under the contract.
- 4) Offer (including all duties) should remain valid for 90 days from the date of opening of this tender.
- 5) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 6) Price quoted or ordered rate(s) should remain firm up to end of the contract and also up to subsequent delivery date extension for a reasonable period. However, statutory variations (as per change in Govt. policy) in Sales Tax an Excise Duty, Cess etc. will be paid only on production / submission of proof in the event of stipulation of Sales Tax / VAT / Excise Duty in the contract.
- 7) Tendered / ordered quantity of items may vary depending on our requirement. Purchaser reserves the right to increase the tender / order quantity upto 30 % at the same status beyond delivery date (if any) for which no acceptance from vendor will be required. However, the purchase shall be entitled to get the benefit of decrease in price if any reduction takes places against fresh tender within a reasonable period.

8) **Liquidated Damages:**

In the event of failure on the part of the Supplier to complete the job within the stipulated completion period, Braithwaite reserves 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.

9) **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 purchase reserves the right to procure the materials from other Agency/Agencies at your risk and cost as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Supplier.

- 10) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

11) **Arbitration:**

Any dispute and deference, 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

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of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Supplier.

- 12) **Warrantee:** - Warrantee period for your supply against this order will be six months from the date of last supply or upto expiry date whichever is later .
- 13) You must specify your authorized persons with Name, Designation & Specimen signature duly attested his local address with telephone no(s).
- 14) Braithwaite reserves the right to distribute the tender / ordered quantity to other bidder(s) in the event of poor performance to execute the awarded order.
- 15) Bidders may indicate their deviation (if any) in points against tender condition in a separate column mentioning 'bid-deviation'.
- 16) Tender will be considered cancelled if the documents required for Part-I, Part-II and Part-III bids are not placed in respective / proper envelope.
- 17) Details of materials as per Specification and respective quantity to be supplied are given in the format of Price Part (Part-III)
- 18) Whenever all or most of the approved / registered vendors / firms quote equal rate(s) and cartel formation is suspected, Braithwaite reserves the right to place order on one or more vendors/firms with execution of the rest without assigning any reasons thereof.
- 19) The vendors who quote in cartel may be warned that their names are likely to be deleted from our list of approved sources / vendor register.
- 20) **An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-comm. bid.**

for Braithwaite & Co. Ltd.

(S. Ghosh)
Sr.Manager (Purchase)

FORMAT OF BANK GUARANTEE FOR `EMD`

(To be executed on non-judicial stamp paper of Rs. 50/-)
(Name of the Bank)

To

Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata-700 043.

Bank Guarantee No. :
Dated :

- 1, In consideration of the Braithwaite & Co. Ltd., having its registered office at 5, Hide Road, Kolkata-43 (hereinafter called the company), having agreed to exempt M/s. _____ (hereinafter called the said bidder) from the demand under the terms and conditions of the Tender Notice No. _____ made between Braithwaite & Co. Ltd., & M/s. _____, Offer No. _____ against the said tender mentioned in the tender (hereinafter called the tender notice) of Earnest Money in for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of Bank Guarantee for Rs. (Rupees.....only) acceptable to the company. We, the.....(hereinafter referred to as the bank) at the request of M/s. _____ (bidder) do hereby undertake to pay to the company an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the company by any breach by the said bidder or any of the terms and conditions in the said tender
2. We, _____ do hereby undertake to pay amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said bidder of any of the terms and conditions contained in the said agreement or by reason of the bidder failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due to payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, undertake to pay forthwith to the company any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any Court or Tribunal or Arbitration relation thereto our liability under this recent being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

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4. We, _____ further agree that the guarantee herein contained shall in full force and effect during the period that would be taken for the performance of the said tender notice and that it shall continue to be enforceable till the dues of the company under or by virtue of the said offer against Tender Notice have been fully paid and its claims satisfied or discharged or till the company, (Braithwaite & Co. Ltd.) certify that the terms and conditions of the said offer have been fully and properly carried out / performed by the said bidder and accordingly discharges this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date). We shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said offer or to extend time of performance by the said company from time to time or to postpone for any time or to forbear or enforce any of the terms and conditions relating to the said bidder and not be relieved from our liability by reason of any such variation or extension being guaranteed to the said company or for any forbearance. Act or omission on the part of the company or any indulgence by the company to the said bidder or by such any matter thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will be discharged due to the change in the constitution of the Bank or the company / bidder.

7. We, _____ further undertake to extend the validity of the guarantee beyond the period prescribed in clause-4 or as extended from time for such further period as may be required by the company in writing before the expiry of this guarantee and upon such extension(s) all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).

8. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) . Our guarantee shall remain in force till _____. Unless a claim in writing is presented to us within 3 months from the date i.e. _____ (validity + 3 months), your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Date: _____

For _____

Stamp

Name & Designation :
Bank :
Branch :
Address :