

TENDER ENQUIRY NO. SKR/OT-1/GAS/04-05/CW&VW

Tender for supply of Compressed Oxygen and Dissolved Acetylene and RLH gas in cylinders for industrial use are invited from reputed manufacturer (producer) 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 3.00 P.M. against payment of Rs.300/- by DD / Pay order drawn in favour of “**Braithwaite & Co. Ltd.**”.
2. Closing of Tender Box at 2.30 P.M. on 07.09.2004 (Due Date)
3. Opening of part-I & part-II of the Tender at 3.00 P.M. on 07.09.2004 (Due date).

The offer should comprise of parts as under :

Part-I : Credential Bid & EMD }
Part-II : Techno-commercial Bid } (Ref. enclosed page no. 1,2 & 3)
Part-III : Price Bid (Ref. enclosed page no.4)

All these parts shall be inserted separately in 3 envelopes and these three parts shall be put in 4th envelope. All the four envelopes shall be superscribed with our tender no., date and due date.

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

Sealed Tender, addressed to 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 07.09.2004 (due date) by 2.30 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 web-site “**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.

For **Braithwaite & Co. Ltd.**

(S. K. Ray)
Manager (Purchase)

TENDER ENQUIRY NO.: SKR/OT-1/GAS/04-05/CW&VW

- Requirement: [a] Compressed Oxygen in your cylinders (completely filled condition).
[b] Dissolved Acetylene in your cylinders (completely filled condition).
[c] RLH gas in your cylinders (completely filled condition).
[d] Cylinders to be retained till complete use of gases.
[e] Quantity required to be supplied is mentioned in price bid part.

1. PART-I : Credential Bid & EMD.

- A.** Tenderer should submit all papers related to
[a] credentiality i.e. proof of past performance with respective customers, and adherence to delivery schedule,
[b] present order(s) in hand,
[c] audited balance sheet for last three (3) years etc.

Tender must contain ITCC, 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 [a] & [c]. but they should, mention their vendor registration number and last supply / business done with BWT in their bid (related papers to be furnished).

B. E.M.D. – Rs. 10,000/- (Rupees Ten Thousand only)

[a] Earnest Money Deposit of **Rs.10,000/-** is required to be submitted by Demand Draft / Pay Order, Bid Bond in the form 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 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.

[b] 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.

[c] 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.

[d] EMD shall be returned to unsuccessful bidder without any interest only after finalization of the contract / tender.

[e] **Without EMD , Part-II bid will not be considered in any case. As a result, the hole tender will be rejected.**

2. PART-II : Techno-Commercial Bid

- i) Only manufacturers 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.
- ii) You must specify your authorized persons with Name, Designation & Specimen signature duly attested.
- iii) **Quality** (purity level) of gas supplied must be guaranteed by the manufacturer's certificate with each delivery.
- iv) Gas must be supplied in **your cylinders** that should be completely filled in.
- v) Quality & condition of cylinders / valve etc. should be maintained properly by supplier with no alternative.
- vi) A certificate from department of Explosives may be enclosed alongwith the bid.
- vii) Maintenance / Servicing / repairing / replacement of cylinders / valves is supplier's responsibility.
- viii) 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.
- ix) Necessary financial implication in respect to above (if any) should be indicated clearly in your price bid.
- x) Capacity of each cylinder with identification no./mark (if possible) shall have to be maintained.

- xi) Our requirement is strictly on “as and when require” basis within the validity of order.
- xii) Your supply requires to be delivered at our Clive Works and Victoria Works as per our requirement.
- xiii) 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 yours supplied cylinders.
- xiv) Mode of delivery pattern ie; 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.
- xv) 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 mentioned and corresponding financial care should be quoted in the price bid under the heading ‘Others’ as mentioned thereon.
- xvi) 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).
- xvii) A clear information with justification supported by documents (if any) for “**other charges**” claimed as above should be provided along with the bid.
- xviii) 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.
- xix) To achieve lowest value, L1 rate may be considered as per lowest landed cost per unit including all duties as quoted by the bidder.
- xx) Supply should accompany Ex. Duty gate pass alongwith other relevant documents.
- xv) In case, if there is any deviation from tender requirement, the same should be mentioned separately under heading “ Bid Deviation”.
- xvi) Any other additional information / related data may be included if required suitable for supply of tendered item(s).

- xvii) Price Bid part shall be opened only if part-I & part-II are qualified.
- xviii) Bidder is requested to contact purchase department before dropping the tender in the specified box for registering the participant in the tender

3. **PART-III : 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.
- 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.
- 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 chrgs	Total	
1.	Comp.Oxygen (O ₂)	28415.95						
2.	Dissl.Acetylene (C ₂ H ₂)	8200.57						
3.	RLH gas	1000.00						
4.	<u>Others</u> (a) (b) etc.							

Signature of the bidder with date & place.

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

4. TERMS & CONDITIONS :-

- i) Bidders who have not registered their firm in our approved vendor register, need to be registered prior to secure order. For the same, necessary action to be taken by the bidder(s).
- ii) Security / Performance guarantee @ 10% of ordered value only in the form of Bank Guarantee (valid upto the completion of the order) format which will be provided in course of time, must be submitted by the successful bidder (hereinafter called as **party**) to our Accounts Department within 10 (ten) days on 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.
- iii) Offer should remain valid for 90 days from the date of opening of this tender.
- iv) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- v) Price quoted should remain **FIRM upto end of the contract**. However, Statutory variations in Sales Tax, Ex. Duty, others (if any) may / may not be considered for payment only on production of respective valid documents. But in the event of stipulation of above in the contract, the relevant documents are to be submitted.
- vi) Quantity of items (tendered / ordered) may vary to the extent of $\pm 30\%$ depending on our requirement and delivery date may change accordingly.
- vii) 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.
- viii) 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.

- ix) 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 on the Supplier.
- x) 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 Supplier.
- xi) Any legal dispute that may arise, will be settled within the jurisdiction of Court of Kolkata.
- xii) Payment terms:- It shall be 30 days' credit, otherwise price Bid part may not be considered.
- xiii) Delivery: Initially, for 1 (one) year from the date issue of P.O. for entire ordered quantity and to be delivered in phases as per our requirement that will be intimated to you from time to time. However, the validity of the order may vary depending upon our customers' requirement.
- xiv) Your bill (in triplicate) should accompany challans/ invoice (MRR) duly certified by Stores alongwith Ex. Duty gate pass (if any) & other relevant documents (if any) and to be submitted to our accounts department.
- xv) An Un-priced xerox copy of price bid (part-III) must be submitted in part-II bid for easy analysis of tender documents.
- xvi) 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.**

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. SKR/OT-1/04-05/Gas/CW&VW 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. 10,000/- (Rupees Ten thousand 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. 10,000/-** 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 of 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. 10,000/-**
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

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 from time to time any of the power exercisable by the company against the said bidder and to forbear or enforce any of the terms and conditions relating to the said offer and we shall 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 or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not 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. 10,000/- (Rupees Ten Five thousand 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), all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Date: _____

For _____

Name & Designation :

Bank :

Branch :

Address :

Stamp