



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43,
TEL 2439-7415, 2439-7413

FAX : 2439 7632 / 2439 5607 E-MAIL : braithwaite_co@yahoo.com

TENDER ENQUIRY NO. BCL/CORP-ANGUS/PUR/NPG/G-28/10-11

DATED:05.07.2010

Sealed tenders are invited for the supply of the following items from the Manufacturer or the authorized dealers/distributors of the Manufacturer including packing and free delivery to BCL-Angus Works.

Sl. No.	Description of items	Quantity(approx.)
01	Phenolic Resin & Catalyst (two part) to IS –10032 of 1981 for making Core & Mould of Fe. Casting. Ivarez 400 / Cool Set 1001 or Equivalent Make. Resin : Catalyst = 2:1	Resin = 50 MT Catalyst = 25 MT
	Phenolic No Bake – Resin in 200 kgs Drum Phenolic No Bake – Catalyst in 100 kgs Jar	
02	Issue of Tender Documents	Any working day except Sunday and Holidays between 10 AM & 3 PM on payment of Rs. 500/- (non-refundable) by DD/Pay Order to be issued in favour of Braithwaite & Co. Ltd payable at Kolkata for tender document.
03	Last date and time for sale and submission of Tender Documents	Upto 4.30 PM on 05.08.2010 (Due Date)
04	Opening of the Bids : Part-I	At 2.30 PM on 06.08.2010
05	The Bids should be submitted in 2 parts	(a) Part - I : Credential Bid, EMD and Techno-commercial Bid (b) Part –II : Price Bid
		All the Parts shall be submitted separately in 2 Envelopes and these shall be put in 3rd Envelope and all the 3 envelopes shall be superscribed with Tender Enquiry No. BCL/CORP-ANGUS/PUR/NPG/G-28/10-11 dated 5.7.2010 and Due on 5.8.2010 at 4.30 PM.

06. Tender Documents can also be available by down-loading from our website www.braithwaiteindia.com. In that case, Rs. 500/- in the form of DD/Pay Order as required to be submitted towards the cost of tender document in addition to EMD amount alongwith the Offer.
07. Sealed Tender, addressed to Dy. General Manager (Purchase), Braithwaite & Co. Ltd, 5 Hide Road, Kolkata 700 043 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 05.08.2010 (due date) by 4.30 PM.**
08. Braithwaite reserves the right to accept/reject/split any or all tenders in part or full without assigning any reason.
09. The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.
10. An unconditional acceptable of commercial terms & conditions stipulated in Part-II of this tender is to be given alongwith the offer.

For Braithwaite & Co. Ltd.,

N. P. Ghosh
Dy. Manager (Purchase)

Encl: Part – I & Part- II

Tender Enquiry No.: . BCL/CORP-ANGUS/PUR/NPG/G-28/10-11 dated 5.7.2010

PART-I : TECHNO-COMMERCIAL BID

Part –I : TECHNO-COMMERCIAL BID consisting of Credentials, EMD and **General terms & conditions of supply.**

Credentials : (a) Bidder shall be a Manufacturer or the authorized dealers/distributors of the Manufacturer of the tendered items (b) The Bidder shall have an average annual turnover of Rs. 19.00 Lacs (approx.) during the last 3 years ending on 31.03.2010. (c) The bidder shall enclose copies of audited Balance Sheet and Profit & Loss Account for the last 3 years. In case audited Balance Sheet and Profit & Loss Account 2009-10 is not available, unaudited copies of the same are to be furnished. (d) The bidder should have experience of having execution of supply contract of tendered items during last 2 years ending 31.03.2010.

Earnest Money Deposit (E.M.D):_Rs. 1,00,000/- (Rupees One Lac only)

E.M.D. is required to be deposited as Bid Security and to be submitted in the form of Demand Draft/Pay Order in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or you may deposit EMD in the form of Bank Guarantee (as per the format enclosed) which will be valid for 6 months from the date of opening of the tender. However, the units registered with DGS&D, SSI Units registered with NSIC and PSU units/RDSO approved vendors may be exempted from submission of EMD. Copy of the valid NSIC Registration Certificate should be furnished.

EMD will be forfeited or revoked if the tender is withdrawn and/or if the price is escalated later within the validity of the tender. EMD without any interest shall be returned to unsuccessful bidder after finalisation of contract.

General Terms & Conditions :

1) Security Deposit : 10% of the order value only in the form of DD/Pay Order/Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order.

2) Payment : 100% within 30 days from the date of supply of materials/from the date of submission of bill.

3) Validity : Offer should remain valid for 90 days from the date of opening of the bid.

4) Rate quoted shall remain firm till execution of the order. Rate should be mentioned in figure as well as in words.

5) Inspection : Quality is to be ensured by the Manufacturer/Supplier or their authorized representative through TC/GC. However, BCL reserves their right to inspect the ordered materials.

6) TC will be provided alongwith the supply.

7) Packing Identification Mark : Vendor should pack the materials so as to avoid loss or damage during handling and transport by Rail/Road. Each package should contain a packing note mentioning the name of the vendor, number and date of order, nomenclature of the stores etc.

Notwithstanding anything stated in this clause, the vendors shall be responsible for loss/damage/depreciation of the materials due to faulty, unprotected and insecure packing.

8) Loading & Unloading of materials : Loading & unloading of materials from the transport during delivery of the materials will be the responsibility of vendor.

- 9) Prices : Break up prices considering Basic Price, Excise Duty, Sales Tax, Packing & Forwarding, Freight & Insurance charges etc. to be indicated separately. Tax Invoice (duplicate copy of Transporter's) should be provided alongwith the supply.
- 10) Delivery : 4 MT Resin & 2 MT Catalyst per month/ as per our requirement. Free delivery to BCL-Angus Works, Bvhadreswar, Distt: Hooghly, WB.
- 11) Rejection/Replacement : In case any supply is not in conformity with the size/specification/terms and conditions of the contract and are rejected at BCL-Angus Works notwithstanding any approval by the Inspecting Officer or on account of any loss, determined time or damage during transit or before dispatch or delivery and Foundry-in-charge/Stores-in-charge will inform the supplier in this regard within 48 hours for taking back and removal of rejected materials from the premises of Angus Works at the cost and arrangement of supplier. The rejected materials will lie at the risk of the supplier and in case the rejected materials are not removed and replaced by good materials within 72 hours of our above notice to the satisfaction of Foundry-in-charge/Stores-in-charge – Angus Works will be at liberty to dispose of the entire rejected materials without any further reference to supplier. In such case, a token payment of Rs. 1/- per MT (all inclusive) shall be paid to the supplier for the rejected material and the party will not have any right whatsoever in this regard. BCL shall reserve the right to forfeit Security Deposit/Invoke Risk Purchase Clause /other penal actions as deemed fit and arrange for fresh materials.
- 12) Rate to be quoted per MT basis.
- 13) Liquidated Damages: In the event of failure to supply materials within the stipulated delivery date, BWT reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the undelivered quantity.
- 14) Risk Purchase : In the event of your failure to supply the materials we reserves the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred from you.
- 15) Arbitration : Any dispute and difference, whatsoever, arising between the parties out of or relating to the installation, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration as decided by MD-BCL 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.
- 16) Jurisdiction : Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata
- 17) **Price Bid Part shall be opened only if Part-I is qualified.**
- 18) Alteration/inclusion/deviation will not be allowed once the bid is submitted.
- 19) Quantity variation : BCL reserve the right to split up the tendered quantity within more than one bidder without assigning any reason. Quantity as stated in the tender may vary as per discretion of BCL. Order may be distributed itemwise in different parties.
- 20) Vendor should quote both for Resin & Catalyst. No separate quotation either for Resin or for Catalyst will be accepted. Assessment of Price will be made on overall price of Resin & Catalyst.
- 21) Evaluation of lowest bid shall be made on the basis of lowest total unit rate per MT quoted in the price bid.

Rate : 1. Quoted rate shall be F O R Angus Works and shall be valid for entire quantity.

2. Quoted rate shall be subject to Escalation/De-escalation as per following formula. Quoted rate shall be considered as basic rate for the purpose calculation of Escalation/De-escalation. The base date of Escalation shall be the date of opening of Techno-commercial Bid of the tender.

Escalation/De-escalation Formula :

1. The escalation/de-escalation in the rate of the item quoted in the price bid will be governed by the following formula –

$$P_1 = P_0 + 0.7 \times P_0 (S_2 - S_1) / S_1$$

Where,

P_1 = Escalated/de-escalated rate per MT

P_0 = Basic rate per MT quoted in the price bid/ordered basic rate.

S_2 =The Index number of whole sale prices in respect of items “ Resin” Base1993-94 complied by Economic Adviser to the Govt. of India for the calender month, one month prior to the actual month of delivery.

S_1 = The above wholesale price index for “Resin” applicable as on the date of tender opening.

2. In case P_1 is greater than P_0 the difference P_1 minus P_0 shall constitute the amount due to the supplier towards escalation on case of the item. Otherwise, the difference P_0 minus P_1 shall constitute the amount to be recovered from the supplier as de-escalation.

Splitting of tender : BCL reserve the right to accept/split any or all tenders at any stage without assigning any reasons whatsoever. BCL also reserve the right to award the work to one or more vendors at a common agreed price & terms as specified in para for additional terms & conditions.

Additional Terms & Conditions :

1. BCL reserves the right to split the order quantity to one or more vendors. Initially the order will be reserved for L1 bidder for 60% of the tendered quantity and for rest 40% quantity, counter offer for acceptance of agreed rate of lowest (L1 bidder) may be issued to other bidders, in order of L2, L3, L4 etc. In case counter offer is not accepted by L2, L3, L4 etc. entire tendered quantity shall be awarded on the L1 Bidder.
2. Order quantity may vary depending upon our requirement to the extend or +/-30% of the tendered quantity as per discretion of BCL.
3. BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate & terms.
4. BCL reserve the right to terminate the contract/order by giving 7 (seven) days notice at any point of time without assigning any reason.

For Braithwaite & Co. Ltd.,

BRAITHWAITE & CO LIMITED

Tender Enquiry No.: . BCL/CORP-ANGUS/PUR/NPG/G-27/10-11 Dated 5.7.2010

PART-II: PRICE BID

PRICE SCHEDULE

- 1) The rate will remain firm till completion of the supply.
- 2) The rate to be quoted both in figures and words.
- 3) The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
- 4) Overwriting in price figure of the quotation will be rejected.
- 5) The bidder shall submit rate in the following format.

Item Description	Qty	Basic Rate per MT (Rs.)	Exise Duty (if any)	VAT/ ST	Pkg & Forwar-Ding charges, if any	Freight charges, if any	Total Rate Per MT
Phenolic Resin (Specn.mentioned in the brief description of the Tender document)	50 MT						
Phenolic Catalyst (Specn.mentioned in the brief description of the Tender document)	25 MT						

For Braithwaite & Co. Ltd