



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

Ministry Of Railways

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

E-mail : braithwaite_co@yahoo.com, FAX : + 91 33 2439 7632 / 2439 5607

TENDER NO: BCL / PUR / SSM / Newsletter / 2013

Date: 12.07.2013

To,
M/s. _____

“Sealed offers are invited for publication of quarterly newsletter of the company (periodic report & press releases) as per following tender conditions”

The offer shall consist of two bid types:

1. Part-I : Techno-commercial bid & EMD
2. Part-II : Price Bid

Both Part – I & Part – II shall be inserted separately in 2 envelopes, sealed and super-scribed with Part No. & above mentioned Tender No. These two bids shall be put in a 3rd envelope, sealed & super scribed with our Tender No, Date and Due date.

Sealed Tender addressed to Dy. General Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 or may be dropped in our Tender Box No - 2 (in case of hand delivery) or may be sent by registered post but must reach us positively within 26.07.2013 at 2.30 P.M.

The Techno-commercial bid shall be opened at 26.07.2013 at 3.00 P.M. Tenderers may depute their representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which, opening date & time will be intimated in due course.

Scope of Work:

- i) Design & development of the news letters based on inputs to be provided by BCL.
- ii) Printing & supply of news letters on quarterly basis as per specification given below.

Specification of job will be as follows:

- Size : International A4
- Paper : 300 German gsm art board
- Volume : 4 (four) pages
- Quantity : 500 Nos. per quarter
- Language : Multilingual containing materials in English, Hindi & Bengali

- Colour : Multicolour
- Design & Development : To be done by party based on inputs by BCL.
- Finishing : Gloss lamination
- Periodity of publication : January, April, July & October of each year

Quantity – 2000 Nos. (i.e. for 4 quarters)

Part-I: Techno-commercial Bid & EMD.

1 Earnest Money Deposit (E.M.D): ₹ 500/- (Rupees Five Hundred Only)

Earnest Money Deposit of ₹ 500/- is required to be submitted by Demand Draft / Pay Order in favour of "Braithwaite & Co. Limited", payable at Kolkata or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 90 days from the date of opening of Tender. 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. EMD is also exempted for RDSO / MSME / DGS & D registered vendors and also PSU bidders.

Earnest Money Deposit of unsuccessful bidder shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of Security Deposit or if so decided by the tenderer adjusted against security deposit for the said tender as the case may be.

The earnest money is liable to be forfeited, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

No offer will be considered without EMD except for exemption as per tender document.

2. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
3. Tender will be considered cancelled if the documents required for Part- I & Part- II bids are not placed in proper / respective envelope.
4. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid.
5. Offer should remain valid for 90 days from the date of opening of this tender.
6. Submission of improper Bank Guarantee for EMD will lead rejection of offer.
7. Bidders who are quoting against website display should submit all papers related to their credential i.e.
 - Proof of past performance regarding the above job.
 - Audited / Chartered Accountant Certified Balance sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.12.
 - Performance report, Job completion certificate and must submit copies of experience documents for similar job executed during last 5 years.
 - Copies of purchase order of similar type of jobs carried out with reputed companies and PSUs.
 - Copies of trade license and PAN card etc.

All the above-mentioned documents are to be submitted along with Techno-commercial bid.

GENERAL TERMS & CONDITIONS:

1. The tender is not transferable.
2. **Risk Purchase:** In the event of failure or delayed supplies within the reasonable period of time as decided by the purchaser. Company 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 from the Contractor.
3. **Liquidated Damages:** In the event of failure on the part of the Contractor 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.
4. **Arbitration:** All questions, disputes or differences whatsoever if arise between the purchaser and the contractor upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator who shall be CMD of BCL and he shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with purchase order.
5. **Security Deposit:** For due fulfillment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser Order in the form of Bank Guarantee (as per format to be provided by BCL) / Demand Draft / Pay Order, valid till completion of all supplies. The amount of Security Deposit will be 5% of the order value.
 - a. Security Deposit will be discharged and returned to the contractor on completion of contractor's obligations under the contract.
 - b. As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the Security Deposit and / or Bank Guarantee rendering the same valid for the contract as amended.
 - c. Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security Deposit is to be deposited by the successful bidder on receipt of purchase order. Balance 50% may be received from running bill.
 - d. Security Deposit may be also be waived for NSIC, SSI, MSME Units, PSU and vendors registered with RDSO / DGS & D. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.
6. **Performance Guarantee:** The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid up to the guarantee / warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.
6. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
7. **Payment terms:** Payment will be made within 30 days after submission of bill with relevant documents duly certified by Sr. Manager (P,A,S) or his authorized representative.

8. The Purchaser reserves the right to increase or decrease the ordered quantity during the currency of contract by not more than 30% of the ordered quantity on the same price and terms and conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by the Company.
9. BCL also reserves the right to place repeat order up to 75% maximum of the ordered quantity at the same rate, terms & condition at their discretion.
10. **Delivery:** Within 7 days from the date of receipt of final approved copy. All delivery shall be free to our Clive Works.
11. Before quoting, bidder should visit Clive Works of BCL for any query and he shall contact Personnel & Administration department.
12. The tenderer along with their offer should give unconditional acceptance of all the terms & conditions as mentioned above.
13. Service Tax shall be reimbursed extra as applicable as per Govt. rule against submission of documentary evidence. Bidder should have Service Tax registration and copy of the same is to be submitted along with Techno-commercial Bid. Quoted rate shall not include any service tax.
14. BCL reserve the right to terminate the order by giving 7 (seven) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship and materials.

PART-II: PRICE BID FORMAT

1. Rates should be mentioned in figure as well as in words. In case of difference, rates quoted in words shall be considered.
2. Quoted rate against the said job shall be firm till the completion of the contract. Quoted rate shall not include any service tax.
3. Any overwriting or correction in the price bid will lead to summarily rejection of the bid.
4. Lowest bid shall be evaluated on the basis of lowest unit rate received from a bidder. Rate should be quoted as per the following format.

Description of items	Total Qty	Unit Rate
Publication of quarterly newsletter of the Company as per specification, scope of work and terms & conditions of the tender mentioned in Part-I	2000 nos.	

[Rupees (in word) _____]

For **Braithwaite & Co. Ltd.**