



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)  
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,  
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX :91 (033)2439 7632 / 2439 5607  
E MAIL: braithwaite\_co@yahoo.com, Website: braithwaiteindia.com  
**CIN: U74210WB1976GOI030798**

Tender No. BCL/RD/Lubricant Oil/2017

December 23, 2017

To,  
M/s. ....

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**“SEALED OFFERS IN TWO BID TYPES ARE INVITED FROM PSU’s OIL COMPANIES & RDSO REGISTERED VENDORS ONLY FOR SUPPLY OF LUBRICATING OIL IN BCL’S CLIVE WORKS & VICTORIA WORKS”.**

The offer shall consist of two bid types:

1. Part-I : Techno-commercial bid
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 3<sup>rd</sup> 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 05.01.2018 at 2.00 P.M

The Techno-commercial bid shall be opened at **05.01.2018 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.

**The procurement of the lubricant oils for CW & VW will be as follows:**

Sl. No.	Item Description	Clive Works	Victoria Works	Total Quantity Required (Ltrs. / Kg.)
1	Servo System 68	4200 ltrs.	840 ltrs.	5040 ltrs.
2	Servo Cut S	-----	210 ltrs.	210 ltrs.
3	Yellow Grease	-----	364 Kg.	364 Kg.
4	IBP Line 100 / Servoline 100	1050 ltrs.	420 ltrs.	1470 ltrs.
5	IBP Line 220 (Gear Oil)	1050 ltrs.	-----	1050 ltrs.
Total quantity		6300 Ltrs.	1470 ltrs. (Lubricant oil & 364 Kg. Grease)	7770 ltrs. (Lubricant oil & 364 Kg. Grease)

**A. Following documents to be submitted along with the techno-commercial bid (Part- I) of the offer:**

- 1) Copy of the valid RDSO approval certificate for the tendered item(s) FOR RDSO registered vendors.
- 2) For NSIC / MSME / SSI registered bidders, copy of valid documents along with indication for ownership (i.e. whether the owner is of SC / ST category). In case, the owner is of SC / ST category, necessary documents is to be submitted.
- 3) Copy of GST registration.

**B. PART I: TECHNO-COMMERCIAL BID.**

1. Validity of the Offer: Offer should remain valid for a period of 90 days from the date of opening of this tender
2. The Offer (Part-I & Part-II) should be completed in all respects duly signed and shall have no discrepancies.
3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
4. BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.
5. In case, prices are submitted in Techno-commercial Bid, the offer will be rejected.
6. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification, if required.
7. An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).

**C. GENERAL TERMS & CONDITIONS:**

1. Price quoted / ordered rate(s) should remain Firm up to completion of all deliveries and also up to subsequent delivery date extension for a reasonable period. No claim for price increase shall be entertained.
2. BCL reserves the right to terminate the order with 7 days notice at any point of time during its currency.
3. Payment Terms: Payment terms shall be 100% after 30 days from the date of submission of bill with relevant documents duly certified. However, payment shall be released after receipt of materials at BCL in good condition.
4. Inspection: By BCL.
5. Liquidated Damages: In the event of failure to supply the materials within the contractual delivery period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages subject to maximum limit of 10% of the Contract value.
6. Risk Purchase: In the event of failure of supplies within a reasonable period, the order may be cancelled also and the purchaser 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 supplier. In such case, the Security Deposit / PBG to be submitted by the supplier may also be forfeited.
7. Arbitration: All questions, disputes or differences whatsoever shall arise between the Purchaser and the supplier upon or in relation to or in connection with the contract, either the party may forthwith give to the other notice in writing of the existence of such question, dispute or differences and the same shall be referred to the adjudication of sole Arbitrator. MD / CMD-BCL 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 the Purchase Order.  
Such a reference submitted to the arbitrator shall be deemed to be the submission to the arbitration within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the arbitration shall be held in Kolkata.
8. Evaluation of Lowest Bid: Lowest bid shall be evaluated on the basis of **lowest landed rate for individual item** as per price bid format received from a bidder. However, purchase order will be placed separately for Clive Works & Victoria Works separately.

9. Quantity Variation & Repeat Order Clause: The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% on the same price and terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule of the purchaser.

BCL also reserve the right to place repeat order for a maximum of 75% of the ordered quantity & value at the same rate, terms & conditions.

10. Taxes & duties (GST) shall be paid at actual as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.
11. Bill certifying authority: In-Charge of Store or his authorized representative of the respective units.
12. Delivery: The entire quantity will be procured in **TWO consignments** by Clive Works & Victoria Works of BCL as per their requirements within one year from issuance of P.O.
13. Terms of Delivery: Free to our **Clive Works**, 5, Hide Road, Kolkata – 700 043 & **Victoria Works**, P-61, CGR Road, Kolkata – 700043.
14. Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

**D. PART-II : PRICE BID**

Price Bid in 2<sup>nd</sup> part of the tender should contain only Price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in price part. Prices are to be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder and wherever break-up of rates have been asked, the same have to be filled up properly. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.

- Rate(s) should be quoted both in words & figures. In case of any discrepancy in rates quoted in words & figures, the rates quoted in words shall be considered.
- Bidder should quote rates as per Price Bid format considering supply and all terms & conditions of the tender.
- Price Bid should be free from any condition.
- Any correction / erasing / over-writing in price bid, will be considered strictly as cancelled.

Rate should be quoted as per the following format:

Sl. No.	Item Description	Total Quantity	Unit Rate per ltr / Kg.	GST	Other Charges, if any, per ltr / Kg.	Total Landed Rate per Ltr. / Kg.
1	Servo System 68	5040 ltrs.				
2	Servo Cut S	210 ltrs.				
3	Yellow Grease	364 Kg.				
4	IBP Line 100 / Servoline 100	1470 ltrs.				
5	IBP Line 220 (Gear Oil)	1050 ltrs				