



BRAITHWAITE & CO LIMITED

(A Govt. of India Undertaking)
UNDER MINISTRY OF RAILWAYS
ANGUS WORKS, ANGUS, HOOGHLY

Head Office & Regd. Office: 5, Hide Road, Kolkata - 700043

TEL 2633-6204 to 6208/6376/6378/5463 Fax, 2633-6377

EMAIL : angus@braithwaiteindia.com, Website : www.braithwaiteindia.com, CIN -U74210WB1976GOI030798

Tender Enquiry No: BCL/PUR/AKB/SP-45/HSD/AW/17/305

Dated: 20.06.17

Due Date: 03.07.17

Dear Sirs,

Please quote your best possible rate, delivery etc. for supply of High Speed Diesel Oil for BCL-Angus Works:

SI No	Description	Quantity
01	Supply of High Speed Diesel Oil to BCL's Angus Works, Bhadreswar, Hooghly. Recommended Brand : IOCL/HPCL/BPCL	2500 Litres

Your **quotation should reach us by: 2.30 PM on 03.07.17**

Your Quotation shall comprise of two parts –

(a) Part-I : Techno-commercial Bid (b) Part-II: Price Bid

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3rd envelope and all the 3 envelopes shall be super-scribed with our Tender Enquiry No., Date & Due date.

The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.

Quotation must be sent in sealed cover either by Registered Post or may be dropped in our **Tender Box No. 2** in case of hand delivery.

General Terms and Conditions mentioned in Techno-commercial Part (Part-I):

Sealed quotations addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd, Angus Works, Bhadreswar, P.O.- Angus , Dist.- Hooghly (W.B.), Pin - 712221** 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 **03.07.17** by **2.30 PM**. Techno-commercial bid will be opened on **03.07.17** at **3.00 PM**. Bidders may depute their representative during opening of the tender.

An unconditional acceptance of commercial terms & conditions stipulated in Part-I of this tender is to be given along with the offer.

Website Display : Bidders quoted through Website Display must submit all credential documents alongwith their offer. Bidders quoting against Website Display should submit experience documents for supply of tender items during last 7 (Seven) years ending on 31.03.17. Audited / CA certified Balance Sheet and P&L Account for last 3 (three) years ending on 31.03.2016. Copy of Purchase Orders & Completion / Performance Certificates , Sales Tax / VAT Registration must also be submitted with Techno- Commercial Bid.

Note:

Valid authorization dealership certificate of OEM to be submitted along with Techno-commercial Bid.

Bidders should have Sales Tax/VAT registration and trade licence with concerned Authority. Copy of the same are to be attached with Techno-commercial bid. The bidders should also have valid Explosive Licence issued by the Govt. authorities for supply & handling of Diesel oil.

PART-I: TECHNO-COMMERCIAL BID

General Terms & Conditions:

1. Security Deposit : 5% 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. Security Deposit will be released and returned to the supplier/ contractor on completion of supplier's/ contractor's obligation under the contract. . In case of submission of BG towards Security Deposit the BG shall cover the desired validity period plus 03 months claim period

Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier/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 recovered from running bill.

2. Performance Guarantee: The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1st payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. The PBG shall be released after completion of all supplies against the order.

3. **Payment:** 100% after 30 days from the date of submission of bill duly certified by the Authorized representatives of AW.

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

5. **Inspection:** By BCL.

6. **Price:** F O R BCL-Angus Works, Bhadreswar, Distt. Hooghly, WB.

7. **Price Confirmation:** Quoted Rate shall remain firm till to the completion of the supply.

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

9. **Delivery:** Immediate / As per our Maintenance requirement and supply should be completed within 01 year from the date of LOI/PO. Party should contact the respective authority of BCL-AW for Despatch schedule.

10. **Price Variation :** In case of any change in price as per Govt. of India notification, payment will be made on notified rate of Diesel.

11. **Liquidated Damages:** In the event of failure to supply materials within the stipulated delivery date, BCL 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.

12. **Risk Purchase:** In the event of failure to supply the materials BCL reserve 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 the supplier.

13. **Arbitration:** All questions, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of the sole Arbitrator who shall be the 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 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 Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

14. **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata .

15. **Rejection/Replacement:** In case the quality of diesel are found **unusable**, the supplier shall immediately arrange to replace the same failing which BCL reserves the right to recover necessary charges as deemed fit.

16. Bidder should have to quote for full tender quantity.

17. **Excess/Short Supply:** Range : +/- 1.0%

18. **Dealers shall have to submit copies of valid Dealership certificate alongwith Explosive licence.**

Additional Terms & Conditions:

- 1) Order quantity may vary depending upon our requirement to the extent of +/-30% of the tendered quantity as per discretion of BCL.
- 2) BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate & terms.
- 3) 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 materials.
- 4) Bidders shall note that in case of any discrepancies/forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
- 5) Prices are to be quoted only in Price Bid. The Techno-Commercial bid should not indicate any price. If the prices are quoted in Techno-Commercial Bid, the offers will be rejected.
- 6) BCL reserve the right :-
 - i) To cancel the tender at any stage
 - ii) To postpone / change the due date of the tender.
 - iii) To ask for further documents / clarification / confirmation based on the documents / statement originally submitted along with techno-commercial bid.

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Price Bid Part shall be opened only if Part-I is qualified.

PART-II: PRICE BID**PRICE SCHEDULE**

- 1) The rate to be quoted both in figures and words.
- 2) The quoted rate should same both in figures and words. If there is any difference between the figures and words, the quoted rate in words will be considered.
- 3) Overwriting in price figure of the quotation will be rejected.
- 4) The bidder shall submit rate in the following format.
- 5) The bidders should have to submit their rate unit wise along with tax and duties, if any separately.
- 6) **Lowest bid evaluation shall be made on the basis of lowest Total Amount as per price bid format.**
- 7) In case the bidder does not mention freight charge, it is to be assumed that the freight charge is included in the unit rate for delivery F.O.R Angus Works.

SI No	Description	Qty	Unit Rate per KL (Rs.)	CED /KL (Rs.)	CST/VAT per KL (Rs.)	Freight charges if any/KL (Rs.)	Total Unit rate per KL (Rs.)	Total amount including all taxes & duties (Rs.)
		(a)	(b)	(c)	(d)	(e)	f= (b+c+d+e)	g=axf
01	Supply of High Speed Diesel Oil to BCL's Angus Works, Bhadreswar, Hooghly. Recommended Brand : IOCL/HPCL/BPCL	2.5 KL						