



# BRAITHWAITE & CO LIMITED

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

P.O. ANGUS, DIST.- HOOGHLY, PIN-712221 (W.B)

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

EMAIL : [angus@braithwaiteindia.com](mailto:angus@braithwaiteindia.com), Website : [www.braithwaiteindia.com](http://www.braithwaiteindia.com) CIN:U74210WB1976GOI030798

Ref:- BCL/PUR/AKB/G-16/Industrial LPG /AW/16/271

Dated 04.01.2017

Due on : 17.01.2017

## ENQUIRY

To,  
M/s.....  
Dear Sir,

Please quote your best possible rate, delivery etc. for supply of the following items for BCL-Angus Works:

SI No	Description	Brand/ Make	Qty
	LPG Gas for industrial use only, in returnable cylinder (19 Kgs per cylinder)	BPCL/IOCL/HPCL	16530 Kgs

Your quotation should reach us by: 2.30 PM on 17.01.2017

### 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 3<sup>rd</sup> 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 **17.01.2017** by 2.30 PM. Techno-commercial bid will be opened on **17.01.2017** 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.*

**Credentials for Website Bidders** : Bidders Quoting against website display should submit the copies of purchase orders /Bills /completion certificates etc for the similar item towards experience during last 7 years ending on 31.10.16 and the copy of valid VAT/Sales Tax/Service Tax Registration Certificate and copy of Trade License. Those bidders shall also submit audited/ CA certified Balance Sheet and Profit & Loss Accounts for the last 3 years ending on 31.03.16. Apart from this the party should submit documents of valid dealership certificate and a copy of Explosive License . Such bidders should have :

Annual average turnover of Rs. 2.88 Lakhs during last three years ending on 31.03.15

Executed at least one order of value Rs. 7.69 Lakhs

Or

Executed in two orders of each value Rs. 4.80 Lakhs

Or

Executed in three orders of each value Rs. 3.84 Lakhs

During last 7 years ending on 31.10.16 for " Similar item"

**Similar item means:** Supply of Industrial LPG ( in 19 Kgs Cylinder)

Contract period : For 06 months from the date of issuance of purchase order / LOI.

#### **Instruction to Bidders**

- 1) The above tender is for supply of LPG Gas ( for industrial use only) in returnable cylinder at Angus Works – Bhadreswar, Hooghly.
- 2) LPG Gas cylinders to be delivered as per requirement schedule of BCL Angus Production department.
- 3) Please quote your rate taking into consideration that gas cylinders are to be delivered to our Angus Works at free of cost.
- 4) Please indicate your sales tax / VAT registration no. Copy of sales Tax /VAT registration documents to be submitted along with Techno-Commercial Bid
- 5) Valid dealership certificate and copy of valid explosive license issued by CCE, Nagpur should be submitted along with Techno-commercial Bid.
- 6) Bidders have to submit their Principal Company's price list ( for the respective month & zone ) along with the "**PRICE BID**"

### **PART- I : TECHNO-COMMERCIAL BID**

#### **General Terms & Conditions:**

##### **1.Earnest Money Deposit (E.M.D):\_Rs. 5,000/- (Rupees five thousand only)**

E.M.D. is required to be deposited as Bid Security and to be submitted by Cross A/C Payee Demand Draft/Pay Order in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or you may deposit EMD in the form of Bank Guarantee which will be valid for 4 months from the date of opening of the tender. However, the units registered with DGS&D, SSI Units registered with NSIC for the tendered items, MSME units and PSU units/RDSO approved vendors may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with techno-commercial bid.

EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates 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 finalization of contract. For successful bidder, the same will be retained by BCL till submission of Security Deposit. EMD can be converted to Security Deposit if so desired by the successful bidder and the party has to submit balance amount of Security Deposit through DD/BG/Pay Order.

**EMD should be submitted along with your techno-commercial bid otherwise, your Offer may be considered as cancelled.**

**2. 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.

**3. Performance Guarantee:** The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1<sup>st</sup> 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.

**4.Payment:** 100% after 30 days from the date of submission of bill, with relevant documents, duly certified by BCL –AW authority.. Taxes & duties shall be paid as per prevailing rate as effective at the time of delivery of materials against submission of documentary evidence.

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

**6. Inspection :** By BCL – AW

**7. Delivery :** Materials are required as per our requirement and to be completed within 06 months from the date of P.O./LOI. Delivery to be made as per instruction of Production / Stores In-charge of Angus Works.

**8. Price :** FOR – Angus Works ( free delivery)

**9. Rate :** Initially the quoted /order rate will be valid for 90 ( ninety) days from the date of issuance of purchase order or minimum 3 months requirement which is 167 nos cylinder whichever is later. However, any change in LPG price beyond above, order rates shall be revised as per monthly notification of concerned PSU Oil / Gas Company and shall be paid at actual through issue of amendment in rate of P.O. for the applicable quantity.

**10. Defective Cylinders :**The supplier should ensure that all cylinders shall be in good conditions. Defective cylinders shall be replaced immediately free of cost on receiving intimation in this regard. BCL shall have no liability in this regard.

**11. Loading & unloading of materials:** Cylinder unloading & loading (full & empty) to be done by supplier's personnel. BCL will have no responsibility for this.

**12. Risk Purchase:** In the event of your 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 you. The security deposit/PBG may also be forfeited in such cases.

**13. 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 ordered quantity.

**14. 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.

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

**16. Rejection/Replacement:** In case items are found defective, the supplier shall immediately arrange to replace the same failing which BCL reserves the right to recover necessary charges as deemed fit.

**Additional Terms & Conditions:**

**i) Splitting of the order :** BCL reserves the right to place order for entire quantity on Lowest (L-1) bidder in the event L-1 bidder is a MSE company or BCL reserves the right to split the tender quantity.

In case of splitting of the tender quantity is decided by BCL, the same shall be in the ratio 80:20 between L-1 & another one bidder but the same shall be subject to taking care of reservation of 20% orders & preference to NSIC/MSME/SSI registered units as per MSMED Act. Initially counter offer to techno commercially qualified NSIC/MSME/SSI registered bidders shall be issued in order of their ranking position for acceptance of L-1 rate & terms, as required, if quoted price of such bidders fall within L-1 + 15% range. While deciding distribution of orders, reservation of orders for NSIC/MSME/SSI registered bidders, with SC/ST ownership as per MSMED act shall be taken into consideration. If NSIC/MSME/SSI registered bidders do not accept counter offers, other bidders in order of their ranking position shall be considered for issue of counter offers

In case other bidders including MSEs do not accept counter offers, BCL reserves the right to award for the rest of the quantities to the L-1 bidder.

ii) Order quantity may vary depending upon our requirement to the extent of +/-30% of the tendered quantity as per discretion of BCL.

iii) BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate & terms.

iv) 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.

v) Bidders are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected.

vi) NSIC/MSME/SSI registered bidders should submit copy of their valid registration documents and also indicate their ownership ( i.e whether SC/ST). In case the owner is under SC/ST category, copy of necessary documents are to be submitted

vii) 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.

viii) 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.

ix) BCL reserves the right :

a) To cancel the tender at any stage

b) To postpone / change the due date of the tender.

- c) To ask for further documents / clarification / confirmation based on the documents / statement originally submitted along with techno-commercial bid.
- x) The bidder should have Sales Tax / VAT registration with concerned authority, A Copy of the same is to be submitted with Techno-commercial bid.
- xi) Transportation / lifting charge: No transportation charge shall be paid for delivery / lifting of cylinder
- xii) Collection charge : Shall be to supplier's account.
- xiii) Cylinder contents : Supply may be accepted through 19 Kgs (industrial) in each cylinder which is returnable. Gas must be supplied in cylinder that should be completely filled in.
- xiv) Maintenance / servicing / repairing / replacement : Maintenance / servicing / repairing / replacement of valve / cylinder / regulator / accessories are to be borne by the supplier. BCL has no responsibility in this regard.
- xv) Identification No./ Marks : Capacity of each cylinder ( Gross weight , tare weight , net weight) with identification No. and marks if possible should have to be maintained.
- xvi) Cylinder security deposit : No cylinder security deposit shall be paid by BCL-AW

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

**PART – II : PRICE PART**

**PRICE BID**

- 1) Price Bid part shall be opened only if part – I is qualified
- 2) Quoted rate should be of per Kg basis as per price bid format.
- 3) Quoted rate in the offer should be considered the scope of work / supply and all terms & conditions of the tender.
- 4) Rate should be mentioned in figure as well as in words .In case of difference in between figure and words then we will consider the words only.
- 5) Over writing in the price figure of the quotation will be rejected.
- 6) To evaluate the lowest bid, L-1 rate will be considered as per total rate per Kg (basic rate + taxes & duties + other charges , if any) quoted by a bidder.

Sl. No	Description	Qty (Kg)	Rate per Kg (in Rupees)				
			Basic rate per Kg (Rs)	Excise Duty If any per Kg (Rs)	VAT If any per Kg (Rs)	Other charges If any per Kg(Rs)	Total Rate / Kg (Rs)
01	<b>LPG Gas –</b> for industrial use only in returnable cylinder (19 Kgs per cylinder)  <b>Brand/Make :</b> BPCL/IOCL/HPCL	16530 Kgs					