



BRAITHWAITE & CO LIMITED

(A Govt. of India Undertaking)

UNDER MINISTRY OF RAILWAYS

ANGUS WORKS

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

EMAIL : angus@braithwaiteindia.com, Website : www.braithwaiteindia.com, CIN :U74210WB1976G0I030798

Tender Enquiry No. : BCL/PUR/ADS/SP-52/LUB.& GEAR OIL/17/ 318

Date: 13.09.2017

Due Date : 26.09./2017

To
M/s.

Dear Sir,

"Sealed offers are invited in Two Bid system for supply of Lubricating Oil, Gear Oil at Braithwaite & Co. Ltd., Angus Works, Bhadreswar, Dist – Hooghly as per following:

Sl. No.	Description of Items	Specifications	Quantity	Brand Name
(1)	Servo Hydraulic Oil 68 or equivalent to HYTOL AW 68	As per latest IS	4 Barrels (840 Liters)	IOCL/BPCL/HPCL/ Balmer Lawrie
(2)	Servo Transmission Oil A	As per latest IS	1 Barrel (210 Liters)	
(3)	Servo Hydraulic Oil 32 or equivalent to HYTOL AW 32	As per latest IS	2 Barrels (420 Liters)	
(4)	Gear Oil SP- 460	As per latest IS	1 Barrel (210 Liters)	

Your quotation should reach us by 2.30 P.M on 26.09.2017

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 3rd envelope 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 & Conditions mentioned in Techno Commercial Part (Part-1)

Sealed quotations addressed to Sr. Manager (Stores & Purchase) Braithwaite & Co Ltd., Angus Works, Bhadreswar, P.O : Angus, Dist : Hooghly, Pin 712221 (W.B) 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 26.09.2017 at 2.30 P.M. Techno Commercial Bid will be opened on 26.09.2017 at 3.00 P.M. Bidders may depute their representative during opening of the techno commercial bid.

An unconditional acceptance of commercial terms & conditions stipulated in Part-1 of this tender is to be given along with the offer.

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PART-I – TECHNO-COMMERCIAL BID

GENERAL TERMS & CONDITIONS :

P.Q criteria:

The vendor should be GST compliant. They shall mention their GSTIN in their techno-commercial bid.

- 1) **All Challans, invoices should be in the form as specified by GST authority.**
- 2) **Party shall mention the HSN code / SAC code for the tendered item in their techno-commercial bid along with GST rates.**
- 3) **BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC by BCL is ensured. In case of non-compliance regarding documentation / monthly return to ensure availing input tax credit (ITC) by BCL, BCL also reserves the right to deduct the resultant amount.**
- 4) **Security Deposit:** Successful bidder should submit Security Deposit @ 5% of total order value of the purchase order in the form of Demand Draft/Pay Order or Bank Guarantee within 15 days from the date of our order which will be returned after completion of supply. 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 also be built up by deducting the amount proportionately from each bill of the supplier 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 in the form of DD/BG/Pay order. Balance 50% may be recovered from running bill.

Security Deposit may be waived for DGS&D, RDSO, NSIC, SSI Registered Vendors of tendered items, MSME units and PSU Companies.
- 5) **Performance Guarantee:** The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value as per format to be provided by BCL before receipt of first 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.
- 6) **Payment:** 100% payment of 30 days credit from the date of submission of bill, with relevant documents, duly certified by BCL –AW authority.-
- 7) **Validity of Offer :** Offer should remain valid for 90 days from the date of opening of the bid.
- 8) **Inspection:** By BCL. TC & GC should be provided along with the supply.
- 9) **Price Confirmation:** Quoted Rate/ordered rate shall remain firm till completion of all supplies and price variation shall not be accepted during the currency of the contract period.
- 10) **Loading & Unloading of Materials:** Loading & Unloading of materials at AW Stores will be the supplier's responsibility and at their cost and arrangement.
- 11) **Delivery Period:** Delivery of materials to be completed **within forty five (45) days** from the date of Purchase Order/L.O.I.. Materials will be delivered at BCL-Angus Works – free of cost.
- 12) **Liquidated Damages:** In the event of failure to supply the 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 value.
- 13) **Risk Purchase:** In the event of your failure to supply the materials within the stipulated time, BCL 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. The security deposit/PBG may also be forfeited in such cases.
- 14) **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.
- 15) **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 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. Chairman & Managing Director of 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 Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.
- 16) Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

- 17) **Price:** Quoted rate shall be F.O.R Angus Works and the rate shall be valid for entire quantity.
- 18) Successful bidder will take the schedule of delivery requirement from Angus Stores/ Maintenance Deptt.
- 19) BCL may ask for submission of related documents after opening of Techno-commercial Bid.

Additional Terms & Conditions:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) The bidder should have GST & Professional Tax registration certificate with concerned authority, A Copy of the same is to be submitted with Techno-commercial bid.
- 6) Authorized dealer of PSU company may also participate in the tender for which they must submit necessary dealer certificate along with techno- commercial bid duly issued by PSU company.
- 7) Whereas PSU company should also take responsibility of their dealers in case of occurrence of any discrepancy.

**PART-II : PRICE BID
(Price Bid Format)**

- 1) Price Bid Part shall be opened only if Part –I is qualified.
- 2) The bidder should have to quote considering terms & conditions of this tender.
- 3) The rate to be quoted both in figures and words.
- 4) The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will consider the quoted rate in words only.
- 5) Overwriting in price figure of the quotation will be rejected.
- 6) The bidder shall submit price in the following format. Quoted price should consider delivery Up to Angus Works.
- 7) Quoted rate should be valid till the completion of supply.
- 8) Evaluation will be done on the basis of lowest Grand Total amount (net off GST) quoted by the bidder.
- 9) The prices are to be quoted as per following format:

Sl. No.	Description of Item	Brand Name	Quantity	Unit Rate (Rs.)	GST (Rs.)	Freight Charges (if any)	Total Rate (Rs.)	Total Amount (Rs.)
			(A)	(B)	(C)	(D)	(E) = (B) + (C) + D)	(F) = (A) x (E)
(1)	Servo Hydraulic Oil 68 or equivalent to HYTOL AW 68	IOCL/BPCL/ HPCL/Balmer Lawrie	4 Barrels (840 Liters)					
(2)	Servo Transmission Oil A		1 Barrel (210 Liters)					
(3)	Servo Hydraulic Oil 32 or equivalent to HYTOL AW 32		2 Barrels (420 Liters)					
(4)	Gear Oil SP- 460		1 Barrel (210 Liters)					
GRAND TOTAL								

