



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 /AW/2018

Jul y 25, 2018

To,
M/s. _____

“SEALED OFFERS IN SINGLE BID TYPE (PRICE BID & TERMS & CONDITIONS) ARE INVITED FROM PSUs OIL COMPANIES & RDSO REGISTERED VENDORS ONLY FOR SUPPLY OF LUBRICATING OIL IN BCL'S ANGUS WORKS, P.O. ANGUS, BHADRESWAR, HOOGHLY”.

GENERAL TERMS & CONDITIONS:

1. Offer should be in SINGLE BID type i.e, price bid along with terms & conditions in sealed envelope, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 **within 31.07.2018 at 3.00 P.M.**

2. The procurement of the lubricant oils for AW will be as follows:

Sl. No.	Item Description	Total Quantity Required (Itrs.)
1	Hydraulic Oil 68	1260 Itrs. (6 Barrels)
2	Hydraulic Oil 32	1680 Itrs.(8 Barrels)
3	Grease for Industrial use	182 Kg.
4	Gear Oil 220	210 Itrs. (1 Barrel)
5	Gear Oil 460	1260 Itrs. (6 Barrels)

3. **Following documents to be submitted along with the offer:**

- Copy of the valid RDSO approval certificate for the tendered item(s) FOR RDSO registered vendors.
 - 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.
 - Copy of GST registration.
4. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
5. 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.
- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
 - Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
 - BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
6. Delivery: The entire quantity will be supplied as TWO consignments at ANGUS Works immediately.
7. Terms of Delivery: Free to our Angus Works, P.O. Angus, Baidyabati, Hooghly, 712221.
8. Price quoted or order rate(s) should remain Firm up to end of the full supply of materials. 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.
9. Taxes & duties shall be paid at actual as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.
10. An unconditional acceptance of tender terms & conditions is to be given along with the offer.
11. Inspection of materials: By BCL at the time of delivery, if required.

12. **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 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. CMD - BCL shall have the right and authority to appoint an Arbitrator, who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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.

Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

13. **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.
14. **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.
15. **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.
16. **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.
17. Bill certifying authority: In-Charge of Store or his authorized representative of Angus Works.

Submission of Price:

- Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration and correction. In case of difference, rate quoted in words only will be considered.
- Any overwriting or correction in the price bid will lead to summarily rejection of the bid.
- Price Bid should be free from any condition.

Rate should be quoted as per the following format.

Sl. No.	Item Description	Total Quantity	Unit Rate per ltr / Kg.	GST and/ or any Taxes & Duties	Other Charges, if any, per ltr / Kg.	Total landed Rate per Ltr. / Kg.
1	Hydraulic Oil 68	1260 ltrs. (6 Barrels)				
2	Hydraulic Oil 32	1680 ltrs. (8 Barrels)				
3	Grease for Industrial use	182 Kg.				
4	Gear Oil 220	210 ltrs. (1 Barrel)				
5	Gear Oil 460	1260 ltrs. (6 Barrels)				