



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)  
**HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,**  
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**CIN: U74210WB1976GOI030798**

**TENDER NO. BCL/RD/LONG TRANSPORTATION JOB/2018**

***October 26, 2018***

To,

M/s. \_\_\_\_\_

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**“SEALED OFFERS IN TWO BID SYSTEM ARE INVITED FOR EXECUTION OF LONG TRANSPORTATION JOB INCLUDING COLLECTION & DELIVERY OF MATERIALS AS PER TENDER CONDITIONS”.**

The Tender should be submitted in **two bids** i.e. Part-I & Part-II.

1. Part-I : Techno-commercial Bid & EMD.
2. Part-II : Price bid.

Both the above-mentioned parts shall be inserted separately in 2 (two) sealed envelopes:

Envelope 1: Super scribing tender number and Part No. **i.e. Part-I**

Envelope 2: Super scribing tender number and Part No. **i.e. Part-II**

Envelope3: Both the envelopes 1 and 2 are in turn to be put in another i.e. Third envelope and this envelope should be superscripted prominently as **“TENDER FOR EXECUTION OF LONG TRANSPORTATION JOB, Tender Number BCL/RD/LONG TRANSPORTATION JOB/2018 dated 26.10.2018, Box No.2 and Due date 05.11.2018”**. All the three envelopes 1, 2 & 3 are to be duly sealed.

The sealed envelope should be addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 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 05.11.2018 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be opened on 05.11.2018. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in which both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.

**A. JOB DESCRIPTION:**

Transportation including collection & delivery of various materials such as Steel materials, Bogies / Bogie components, Dished Ends, Wagon components, Wheels etc. by Lorries / Trailer as per our requirement basis.

Long distance transportation job (outside of West Bengal) including collection & delivery of different materials as per our requirement basis.

**B. SCOPE AND TECHNICAL REQUIREMENT:**

1. The contractor should provide Lorry or Trailer of suitable carrying capacity as may be required for transportation of different materials for the respective consignments. The Lorry / Trailer shall be provided by the contractor on "As & when required basis / daily basis."
2. Apart from working days, the vehicle may also be engaged in weekly off day / holiday subject to prior intimation from the In-charge of Stores / Steel Stock Deptt. / Production in-charge of CW, VW & AW.
3. Fuel, Driver, Helper, Maintenance work etc. shall be Transporter's responsibility.
4. The entire job along with advice for attendance / reporting time and all required necessary instruction) shall be executed under the supervision / instruction of In-charge of Stores / Steel Stock Deptt. / Production in- charge of CW, VW & AW from time to time and necessary trip challan / bill duly certified by In-charge of Stores / Steel Stock Deptt. of CW or their nominated authorized representative.
5. No detention charges / Night halt charges are payable against the contract on any ground whatsoever.
6. The contractor should have valid registration, insurance coverage of his vehicle and statutory documents / necessary license / permit etc.
7. The contractor shall comply with all motor vehicle rules & regulation as well as traffic rules during transportation of materials. In the event of any accident / damage or violation of Traffic Rules and Motor vehicle rules, all responsibilities shall be on transporter's account. The contractor shall comply with all statutory rules & regulations including necessary documentations as required for their vehicles and as applicable for the job. BCL shall have no liability in these regard.
8. Once the materials are loaded on vehicle and vehicle is released from the loading point, delay in delivering the same to the destination point on either side is / are to be justified properly otherwise actions as deemed fit will be taken by BCL.
9. Lorry/ Trailer etc. will report at Clive / Victoria / Angus Works OR at supplier's premises generally by 8.00 A.M. In special cases, Lorry / Trailers may have to report at any other places and time as per our requirement as per direction of BCL Authority mentioned above.
10. Loading & Unloading of materials at BCL's ends are BCL's responsibility. In case the contractor is asked to load / unload materials outside, exclusively by their labours, the contractor shall be paid extra as per existing rate of BCL which is Rs.300/- (Lump Sum) for each vehicle.
11. The transporter will be fully responsible for any loss / theft / pilferage / short receipt / damage of materials while in his / their custody and transporter should be bound to make good / compensate for the damage/loss thus suffered by us.
12. No transshipment will be allowed without permission of BCL. Violation of the same shall strictly be dealt with.
13. The transporter shall be fully responsible for any loss/theft/damage of materials while in his/their custody and transporter should be bound to make good of the damage/loss thus suffered by us.
14. Transporter should not assign or sublet the contract either in part or in full to any other transporter without prior approval in writing from BCL.

15. In respect of distances in KM for the transportation done for long distances beyond West Bengal (above 250 KM), the contractor shall indicate the same in their bills. The distances for a particular destination as will be established once and accepted by BCL, the same will be followed for subsequent transportations for that particular destination.
16. In case under emergency condition, the vehicles are required to make weighment from out side agency, extra Km. charges will be paid as per actual distances.
17. *The Transporter shall take extreme care so that any extra load beyond the permissible limit is not loaded. However, in case transportation of materials with dimensions beyond the permissible limit of Motor Vehicles Act is inevitable, ODC shall be paid to the Transporter. The Transporter shall mention the applicable ODC rates in their offer. If ODC rates are not mentioned in the offer, it will be assumed that no ODC is payable. No communication in this regard will be entertained once the tender is opened.*
18. The minimum tonnage for billing and payment shall be 10 MT for Lorry & 22 MT for Trailer.

**C. GENERAL TERMS & CONDITIONS:**

**1. Rate:**

On placement of order, price shall remain FIRM till validity of the contract period. However, in case of increase / decrease in the price of Diesel (HSD) during currency of the contract, the price is variable to the extent of actual distance transported in KM for a consignment as per the formula mentioned hereunder:

$$\text{Price Variation Amount due to Diesel Price variation} = \frac{(X_1 - X_0)}{5} \times \text{Transported distance in Km}$$

Where  $X_0$  = Base Price of Diesel (HSD) for Kolkata of any PSU Oil Company as on the date of tender

$X_1$  = Average Price of Diesel (HSD) of the same PSU oil company as on 1<sup>st</sup> day of the month of transportation of the consignment

Bidders shall note that average millage of the Lorry / Trailer for calculating above price variation has been considered as 5 km per litre.

Due to daily variation of diesel price, the average diesel price for the respective month will be calculated on the basis of average of daily prices as published in IOCL's website and will be considered for PVC calculation.

2. BCL shall not be responsible for any loss or damage to any person or property that may be sustained by the contractor in the course of the transportation of goods and all claims by any person or persons shall be settled by the contractor including loss or injury dealt to any third party. All liabilities resulting from the negligence or default of contractor's employees or any other persons in the course of handling / transportation of goods shall be to contractor's account.
3. The drivers, cleaners or other persons engaged by the contractor for the purpose of transportation of goods shall be their employees and all wages etc. and other benefits shall be paid by the contractor. BCL shall not be held responsible if the claim is made by any person / institution at any time with regard to above. Further the drivers engaged by the contractor shall have valid driving license.
4. **Liquidated Damages:**  
In the event of failure on the part of the Transporter to complete the job within the completion period, Braithwaite reserve 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

5. **Risk Purchase:**

In the event of failure on the part of the Transporter to complete the job within the reasonable period of time as decided by the Purchaser, 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 Transporter. SD / PBG of the defaulting firm may be forfeited.

6. **Arbitration :**

All questions, disputes or differences whatsoever if arise between the purchaser and the contractor 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.

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

8. BCL reserves the right to terminate the contract with 15 days notice if, the contractor's performance is found unsatisfactory. BCL also reserves the right to short close the order at any point of time due to unforeseen reasons.

9. The contractor shall deliver the materials within normal period from the date of the loading point. In the event of delay in delivery, BCL reserves the right to recover the damage that may be suffered by BCL from the contractor.

10. Weighment charges, if incurred, will be reimbursed by BCL on production of documentary evidence, duly certified by BCL authority. Weighment certificate should wherever possible, be signed by the company's representative. Weighment certificate from Government licensed weighbridge only will be acceptable if it is not possible for company's representative to be present at the time of weighing.

11. All challans must be marked original, duplicate, triplicate etc. and original challan shall be submitted along with the bill.

12. Signature of an officer of CW / AW / VW with official rubber stamp of the company shall be obtained on the challans for materials delivered at these works.

13. It shall be the responsibility of the contractor to arrange for all lashing materials, supports etc. for proper and safe transport of materials.

14. **Payment Terms:**

Payment will be made on actual tonnages transported for the respective specified destinations.

100%. Payment will be made within 30 days from the date of receipt of bill duly supported by receipted challan for delivery of materials in good condition and other documents, if any. These bills should be duly certified by In-charge of Stores / Steel Stock deptt. of CW. Monthly bills are to be submitted.

- 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.

15. Security Deposit:

For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase order in the form of DD / pay order/ Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the order value.

- Security Deposit will be discharged and returned to the contractor only on successful completion of contract period.
- Security Deposit may also be built up by deducting the amount proportionately from each bill of the 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.
- As and when an amendment is issued to the contract, the contractor shall within 15 days of the receipt of such an amendment furnish to the purchaser an amendment to the Security Deposit and / or Bank Guarantee rendering the same valid for the contract amended.
- Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders, MSME units and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the offer.

16. Performance Bank Guarantee:

The contractor shall have to submit Performance Bank Guarantee for 5 % of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee is mandatory irrespective of non- submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance Bank Guarantee shall remain valid upto fulfillment of contractual obligation period. The Security deposit, if submitted, may be converted to performance Guarantee.

17. The purchaser reserve the right to increase or decrease the ordered value during the currency of contract by not more than 30% of the ordered value on the same price and terms and conditions.

18. Splitting of Order:

BCL reserves the right to place the entire order on lowest (L-1) bidder.

19. The contract period shall be valid for a period of 2 (two) years from the date of order, which can be extended for another 1 (one) year period subject to satisfactory performance of the contractor as per discretion of BCL.

TECHNO-COMMERCIAL BID & EMD (PART-1):

1. Earnest Money Deposit (EMD):

The bidder shall have to submitted of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Earnest Money (EMD) by Demand Draft / Pay Order in favour of Braithwaite & Co. Ltd. payable at Kolkata or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of the tender. No offer will be accepted without EMD except exemption as mentioned in the tender.

However, for SSI units with single point registration with NSIC / MSME or registered with DGS & D / RDSO for items tendered or for PSU units, submission of EMD and security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the item tendered.

EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of their offer.

Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of S.D or if so decided by the tenderer adjusted against security deposit for the said job.

EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

2. **Validity:** Offer should remain valid for a period of 90 days from the date of opening of this tender.
3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder otherwise tender will be rejected. However, no correction is allowed in price bid
4. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification / documents if required.
5. BCL shall reserve the right to cancel the tender at any stage.
6. Bidders shall submit a copy of un-priced bid (i.e. a copy of price bid without any price figure in relevant columns, but marked quoted) along with Techno-Commercial Bid.
7. Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.
8. NSIC / MSME / SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted in Techno-commercial Bid.
9. An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.
10. The bidder should be a registered common carrier. Copy of the same to be submitted in Techno-commercial bid.
11. Copies of GST registration certificates to be submitted along with the offer.

**Bidders who are not registered with BCL and quoting against website display should submit all papers as mentioned above along with the following documents:**

- Proof of past performance regarding transportation job of industrial products through Lorry / Trailer etc. to industries / factories / Stockyard etc.
- Audited / Chartered Accountant Certified Balance sheet & Profit & Loss Account for last three (3) years, PAN copy, GST registration certificate, Common carrier registration certificate etc.
- Copies of purchase order of similar type of jobs carried out with Government organizations, PSUs or reputed Private Companies.
- Bidders should have minimum two years experience in successful execution of Transportation job in Industries / PSU / Manufacturing Units / Factories / Workshops / Stockyard etc.

**PRICE BID (PART-II):**

- a) Rates should be quoted both in figures as well as in words. In case of difference, rate quoted in words shall be considered.
- b) Price shall be submitted only as per the Format given below.
- c) Overwriting in price figure of the quotation will be rejected.
- d) Rates are to be quoted considering all terms & conditions of the tender. However, quoted Rates shall be exclusive of GST, which shall be paid extra as per Govt. Rules against documentary evidence.
- e). Lowest bid shall be evaluated separating for Lorry and Trailer on the basis of lowest rates received in the tender of Price schedule Format.

**Price schedule Format :**

Description of job	Rate for LORRY	Rate for TRAILER
Long distance transportation of different materials from time to time as per terms & conditions of the tender with the following distances:		
(i) 251 to 1000 km	Rs._____Per Km. / MT	Rs._____Per Km. / MT
(ii) Above 1000 km.	Rs._____Per KM / MT	Rs._____Per KM / MT

**NOTE:**

1. Before quoting, bidder should visit all the units of BCL for any query, he shall contact Store Department of Clive, Victoria & Angus Works. Bidder should ensure / understand the nature of jobs to be performed by them. Accordingly, the bidder should give a declaration in their offer that he has understood the job to be performed under the contract, if awarded, and rates quoted accordingly.
2. The Transporter shall take extreme care so that any extra load beyond the permissible limit is not loaded. However, in case transportation of materials with dimensions beyond the permissible limit of Motor Vehicles Act is inevitable, ODC shall be paid to the Transporter. The Transporter shall mention the applicable ODC rates in their offer. If ODC rates are not mentioned in the offer, it will be assumed that no ODC is payable. No communication in this regard will be entertained once the tender is opened.

For BRAITHWAITE & CO. LIMITED