



## 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/TRANSPORT/10 MTV Barrels/2018

June 23, 2018

To,  
M/s. \_\_\_\_\_

“Sealed quotation in SINGLE bid type is invited for engagement of transport contractor for transportation of 10 nos. double walled insulated barrel assembly from m/s. idmc ltd., anand, Gujarat to BCL, VICTORIA WORKS, KOLKATA- 700 043 AS PER TENDER CONDITIONS”.

Offer should be in SINGLE BID type i.e. price bid along with terms & conditions in sealed envelope, Description, Tender No. & Date should mention on top of the envelope. Sealed tender shall be addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043. The offer should be **opened on 29.06.2018 at 3 P.M.**

### **JOB DESCRIPTION:**

Transportation of newly built “Double Walled Insulated Barrel Assembly” of Milk Tank Van from M/s. IDMC Limited, Anand, Gujrat to M/s. Braithwaite & Co. Limited, Victoria Works, P-61, Circular Garden Reach Road, Kolkata – 700 043. Details of the same are as follows:

Quantity	: 10 Nos. Barrels
Approximate size in (mm) of each barrel	: 11000 (Length) x 3000 (width) x 3000 (height)
Approximate Weight per Barrel	: 12.50 MT

### **TECHNICAL REQUIREMENT:**

1. The contractor should provide Trailer of suitable carrying capacity as may be required for transportation of the above materials. The Trailer shall be provided by the contractor on “As & when required basis.”
2. Fuel, Driver, Helper, Maintenance work and any other required during the job shall be transporter’s responsibility.
3. No detention charges / Night halt charges are payable against the contract on any ground whatsoever.
4. The contractor should have valid registration, insurance coverage of his vehicle and statutory documents / necessary license / permit etc.
5. The contractor shall comply 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 transporter shall also comply all motor vehicle rules & regulations as well as traffic rules, any fine charges at check post as applicable during the job. The contractor shall comply 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.
6. Loading and material handling at out station are responsibility of IDMC Limited and unloading and material handling at BCL premises is the responsibility of BCL.
7. All expenses during transportation shall be borne by the contractor.
8. Prior to collection of materials, transporter must have to contact with the concerned official of IDMC Ltd. with relevant document.

9. 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. Transporter shall also be responsible and liable for any loss of Road permit issued for the job. In the event of loss of any Road Permit, an immediate action for lodging a F.I.R in the nearest Police Station to be taken and also to be published the information in the local newspaper. One copy of each document shall be submitted to BCL failing which necessary action as deems fit will be taken.
10. No transshipment will be allowed without permission of BCL. Violation of the same shall strictly be dealt with.
11. 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

**GENERAL TERMS & CONDITIONS:**

1. On placement of order, price shall remain FIRM till the order is valid. No claim for increase of rate during contract period shall be accepted by BCL on any ground.
2. 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.
3. 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.
4. 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.
5. 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
6. 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.
7. Arbitration :  
All questions, disputes or differences whatsoever shall 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. MD/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.
8. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

9. All challans must be marked original, duplicate, triplicate etc. and original challan shall be submitted along with the bill.
10. It shall be the responsibility of the contractor to arrange for all lashing materials, supports etc. for proper and safe transport of materials.
11. Payment Terms:  
100%. Payment will be made after 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.
12. Security Deposit:  
For due fulfillment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser order in the form of Bank Guarantee (as per format provide by BCL)/ Demand Draft / Pay order, valid till completion of warranty / guarantee period. The amount of Security Deposit will be 5 % of contract value.
  - a. Security Deposit will be discharged and returned to the contractor on completion of the contract.
  - b. 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.
  - c. Security Deposit may also be waived for SSI, NSIC, MSME Units, PSU and vendors registered / approved by RDSO / DGS & D. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.
13. 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.
14. Splitting of Order: BCL reserves the right to place entire order on lowest single bidder.
15. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid.
16. Offer should remain valid for 90 days from the date of opening of this tender.
17. Alteration, inclusion, deviation will not be allowed once the bid is submitted.
18. Copies of GST registration certificates to be submitted along with the offer.
19. The bidder should be a registered common carrier as per guidelines of Govt. Of India. Copy of the same to be submitted with the offer.
20. ***Unconditional acceptance of all the terms & conditions as mentioned above should be given by the tenderer along with their offer.***
21. The transporter shall be responsible for all permits, permission, clearances etc. as may be required during movements of the Goods for IDMC, Gujarat to BCL-VW, Kolkata.
22. The transporter may be required to load more than one Barrel on the same day as per requirement from IDMC's premises.
23. ***Bidder should submit a copy of Work Order / Purchase Order and supporting document for completion of similar type of transportation job.***

**Earnest Money Deposit (EMD):**

The bidder shall have to submitted of Rs.10,000/- (Rupees Ten 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.

**SUBMISSION OF PRICE:**

- 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) Quoted rates shall remain firm till the completion of the contract / order.
- c) Price shall be submitted only as per the Format given below.
- d) Overwriting in price figure of the quotation will be liable for rejection.
- e). Rates are to be quoted considering all terms & conditions of the tender. Quoted Rates shall be inclusive of all expenses, levies etc. applicable for the job. However, quoted Rates shall be exclusive of GST. Which shall be paid extra as per Govt. Rules against documentary evidence.

Description of job	Approx. size in (mm) of each Barrel	Approx. weight of each Barrel	Total quantity	Rate per Barrel (inclu. All charges except GST)
Transportation of newly built "Double Walled Insulated Barrel Assembly" of Milk Tank Van from M/s. IDMC Limited, Anand, Gujrat to M/s. Braithwaite & Co. Limited, Victoria Works, P-61, Circular Garden Reach Road, Kolkata – 700 043.	11000 (Length) x 3000 (width) x 3000 (height)	12.5 MT	10 Nos. Barrel	Rs. _____ Rupees _____