



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)
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CIN: U74210WB1976GOI030798

Tender No.BCL/RD/Transport/ Wheel/Samastipur /2019

February 19, 2019

To,
M/s. _____

“Sealed offers in SINGLE bid type are invited for TRANSPORTATION of WHEELSET FROM SAMASTIPUR RAILWAY WORKSHOP TO BCL’s Clive Works as per tender condition”.

Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope. 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 25.02.2019 (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. The offer will be opened on **25.02.2019 at 3 P.M.** The envelope should be superscripted prominently as **“TENDER FOR TRANSPORTATION WHEELSETS, Tender Number BCL/RD/TRANSPORT/Wheel/Samastipur/2019 dated 19.02.19, Box No.2 and Due date 25.02.2019”.**

A. SCOPE AND TECHNICAL REQUIREMENT:

1. Co-ordination with SAMASTIPUR WORKSHOP and M/s. Braithwaite & Co. Ltd. to schedule the lifting date.
2. Arrangement of required formalities for taking over the materials.
3. Arrangement of Lorry or Trailer of suitable carrying capacity as may be required for transportation of Wheelsets for the respective consignments. The Lorry / Trailer shall be provided by the contractor on “As & when required basis.”
4. Collection of invoice, challan from Samastipur Workshop of Railways for Wheel & Axle Assemblies.
5. Fuel, Driver, Helper, Maintenance work etc. shall be transporter’s responsibility.
6. 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 / Production of CW & VW from time to time and necessary trip challan / bill duly certified by In-charge of Stores or their nominated authorized representative.
8. Detention charges at any point will not be paid separately by us. You will Co-ordinate with the Samastipur Workshop of Railways in such a manner that there will be no detention at Samastipur Workshop. No detention charges / Night halt charges are payable against the contract on any ground whatsoever.
9. The contractor should have valid registration, insurance coverage of his vehicle and statutory documents / necessary license / permit etc.
10. 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 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.
11. Once the materials are loaded on vehicle and 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.
12. Lorry/ Trailer etc. will report at Clive / Victoria 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.
13. Loading & Unloading of materials at BCL’s ends are BCL’s responsibility at Day time only (up to 16.00 Hrs) at our Factory premises on the working day only. No unloading will be done on Sunday and other holidays.
14. The transporter will be fully responsible for any loss / theft / pilferage / short receipt / damage of materials while in their custody and transporter should be bound to make good / compensate for the damage/loss thus suffered by us.

15. 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.
16. No. of trailers involved for transport at a time may go to around 2 - 3 nos. in a day as per BCL's production requirement. Accordingly, transporter may be required to arrange the same, if necessary.

B. GENERAL TERMS & CONDITIONS:

1. **Earnest Money Deposit (EMD):** The bidder shall have to submitted of Rs.25,000/- (Rupees Twenty Five 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. 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 the offer.
7. **Termination of Contract:** BCL reserve the right to terminate the order at any point of time in case of non-Performance / non-compliance of completion period / bad workmanship by giving 7 days notice. In such cases, BCL reserves the right to forfeit Security Deposit and / or Invoke Risk Purchase Clause / other penal actions as deemed fit and arrange for new party for completion of the job.
8. The bidder should be a registered common carrier. Copy of the same to be submitted in the offer.
9. **Mode of Despatch:**
 - By Road Transport on door delivery basis.
 - Date of delivery would be date of receipt of materials at consignee's end.
10. **Rate:** On placement of order, price shall be remain FIRM for completion of the order. GST shall be paid extra at actual as per rates prevailing during transport. However, bidder should indicate GST rate in their offer.
11. 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.
12. 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.
13. **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

14. **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.
15. **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. MD/CMD-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 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 Court of Kolkata.
17. 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.
18. Signature of an officer of CW / VW with official rubber stamp of the company shall be obtained on the challans for materials delivered / received at these works.
19. **Packing:**
- 19.1 The Transporter shall provide such roadworthy packing of the goods as he is required to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, rainfall, transit damage etc. during open storage.
- 19.2 It shall be the responsibility of the contractor to arrange for all lashing materials, supports, liaising with workshop of Rly. for delivery program etc. for proper and safe transport of materials.
20. **Payment Terms:** 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.
- 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.
21. **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 techno-commercial bid.
22. **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 period. The Security deposit, if submitted, may be converted to performance Guarantee.

Note:

- In case of any query before quoting, bidders may contact Works Manager (I/C) – CW & VW. No claim shall be entertained afterwards.
- ***In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.***
- ***MSE vendors may opt for submission of S.D or PBG as per their choice.***

23. Quantity variation Clause & Repeat Order:

Order quantity may vary depending upon our requirement to the extent of +/- 30% of the ordered quantity as per discretion of BCL at the same rate terms & conditions.

BCL also reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms for which separate confirmation is to be taken before placement of the repeat orders.

24. **Splitting of Order:** BCL reserves the right to place the entire order on lowest (L-1) bidder.

25. **Contract period:** The contract period shall be valid for a period of 6 (six) months from the date of order.

26. Bidders should submit a declaration along with Bid stating that there is no proposal; under consideration by them with regard to change of their name/ organizational status nor their name / organizational status has been changed as on date of opening of the tender. In case there is a change in the name / organizational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.

An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer or submit the tender document duly signed & stamped as a token of acceptance of tender terms. In case the L-1 bidder does not submit unconditional acceptance / does not agree to all terms & conditions of the tender / is not techno-commercially eligible, his bid will be rejected and next bid (s) will be considered for evaluation.

C. FOR WEBSITE BIDDERS:

Bidders who are not registered with BCL and quoting against website display should submit all the following papers related to their credential else their offer may not be considered as eligible for price bid opening:

- Copy of GST Registration, Common Carrier Registration Certificate.
- Audited / Chartered Accountant Certified Balance Sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.2018. The bidder should have average turnover of Rs. 8.70 lakh during last three years.
- Experience of having successfully executed order with reputed companies for similar types of jobs. Necessary Purchase Orders along with documents for completion shall be submitted as a proof of experience along with the offer. The party should be executed three works each costing not less than Rs.11.60 lakh OR Two executed works each costing not less than Rs.14.50 lakh OR One executed work costing not less than Rs.23.20 lakh.

D. 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) 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. 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.
- e) **Evaluation of Lowest Bid:** Lowest bid shall be evaluated on basis of ***lowest rate per wheelset*** quoted by a bidder as per Price Bid Format for transportation of wheelset.

Price schedule Format:

Transportation Required		Tentative transportation of Wheelset	Rate per Wheel set (Excl. GST)
From	To		
SAMASTIPUR WORKSHOP of RAILWAY	BCL – Clive Works, Kolkata	400 sets	