



## BRAITHWAITE & CO LIMITED

(A Govt. of India Undertaking)  
UNDER MINISTRY OF RAILWAYS  
ANGUS WORKS, ANGUS, HOOGHLY

Head Office & Regd. Office: 5, Hide Road, Kolkata - 700043

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EMAIL : [angus@braithwaiteindia.com](mailto:angus@braithwaiteindia.com), Website : [www.braithwaiteindia.com](http://www.braithwaiteindia.com),

CIN -U74210WB1976GOI030798

Tender Enquiry No: BCL/PUR/SDC/SP-56/ L.P.Lorry/AW/17/319

Dated: 22-09-17

Due date : 06-10-17

To

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Dear Sirs,

Sealed offers are invited in Two Bid System for engagement of contractor for supply of 1 no. Bangla Dala / L.P. Lorry upto 10 MT capacity for collection and delivery of scrap / production materials from Clive / Victoria Works to Angus Works & vice – versa on round trip (To & Fro) basis .

This job also includes transportation of materials from Burrabazar & other areas of Kolkata, Budge Budge, Nasibpur, 24 Parganas (N & S) whole areas of Howrah & Hooghly District to Angus Works and vice versa.

Your Quotation shall comprise of two parts i.e Part-I & Part-II.

- (a) Part-I : Techno-commercial Bid and EMD.
- (b) Part-II : Price Bid.

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3<sup>rd</sup> envelope and 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.

Sealed quotations addressed to Senior 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 **06-10-17** by **2.30 PM**. Techno-commercial bid will be opened on **06-10-17** at **3.00 PM**. Bidders may depute their representative during opening of the tender.

**Bidder may also quote against tender document available from our Website [www.braithwaiteindia.com](http://www.braithwaiteindia.com) :**

Bidders participating through website shall enclose following :

- i) Copies of Audited / C.A Certified Balance sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.17.
- ii) Proof of supply of similar Vehicles (e.g P.O Copies, Certified bill , etc) to other PSU / Govt. organization / Industrial establishment .
- iii) Copy of GST Registration , Valid Trade Licence and Professional Tax Certificate.

**An unconditional acceptance of all terms & conditions stipulated in this tender is to be given along with the offer(Part -I).**

**BRAITHWAITE & CO. LTD**

Contd.P/2

**SCOPE OF WORK AND TECHNICAL REQUIREMENT:**

- a) The tendered job is for supply of 1 no. Bangla Dala / L.P. Lorry upto 10 MT capacity for collection and delivery of scrap / production materials from Clive / Victoria Works to Angus Works & vice – versa on round trip (To & Fro) basis .
- b) This job also includes transportation of materials from Burrabazar & other areas of Kolkata, Budge Budge, Nasibpur, 24 Parganas (N & S) whole areas of Howrah & Hooghly District to Angus Works and vice versa / as per our requirement basis.
- c) The L.P. Lorry / Bangla Dala Lorry shall be capable of carrying upto 10 MT capacity materials in a trip depending upon the maximum quantity of materials can be transported.
- d) Considering normal working hours 8 A.M. to 4.30 P.M., vehicle to be placed at our Angus Works within 24 hours notice either from Despatch / Stores department – AW.
- e) The vehicle may be engaged in weekly off day / holiday subject to prior intimation from the In-charge of Stores / Despatch Department of AW.
- f) Supply of Fuel, Driver, Helper & Maintenance work etc. shall be transporter's responsibility.
- g) The entire job i.e. advice for attendance /reporting time and all required necessary instruction shall be executed under the supervision / instruction of Despatch / Foundry Deptt.of Angus Works from time to time and necessary trip challan / final bill ( 3 copies duly certified by In –charge of dispatch department of angus Woks or their nominated authorized representative).
- h) Driver and helper of the supplied vehicle must abide by Traffic Rules and Motor vehicle Act, during transportation of materials. In the event of any accident / damage of violation of Traffic rules and Motor vehicle act, all responsibilities shall be in transporter's account. The transporter shall also comply all motor vehicle rules & regulations as well as traffic rules as prevailing during currency of the contract. You will 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.
- i) No detention charges / Night halt charges are payable against the contract on any ground whatsoever.
- j) Contractor should have valid registration, insurance coverage of his vehicle and statutory / necessary license / permit etc. which are required to be presented once in a month of BCL –AW for verification.
- k) Contractor should also take a suitable insurance coverage for at least a value of Rs. 5.0 lakhs in the joint name of BCL and you for coverage of all risks of damage in transit, copy of such insurance policy shall be submitted to BCL-Angus Works Accounts Dept, within 15 days from the date of order but before receipt of 1<sup>st</sup> payment. This insurance policy shall valid upto end of the contract.
- l) Log Book and duty slip against each round trip of the vehicle must be maintained and the same to be checked at any time by BCL authority during execution of the order / currency of the contract. A copy of such certified monthly record shall attach with monthly bill.
- m) Once the materials are loaded in vehicle and released vehicle from the loaded point, delay in delivering the same to the destination point on either side is / are to be justified properly otherwise remedial action as deemed fit will be taken.
- n) The vehicle / Lorry to be engaged as per discretion of BCL Management.
- o) Loading / un-loading of materials for transportation from / at BCL, are BCL's responsibility. Loading / unloading in outside of BCL shall be transporter responsibility.
- p) Transporter will be fully responsible for any loss / theft / pilferage / short receipt / damage of materials while in your custody and you should be bound to make good / compensate for the damage / loss thus suffered by us.
- q) No transshipment will be allowed without permission of BCL. Violation of that shall strictly be dealt with.
- r) 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) Earnest Money Deposit (E.M.D): ` 5,000/- (Rupees Five thousand only)**

E.M.D. is required to be deposited in the form of Demand Draft / Pay Order in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or bidder may deposit EMD in the form of Bank Guarantee as per format provided by Braithwaite & Co. Ltd. which will be valid for 6 months from the date of opening of the tender. However, the units registered with DGS&D, SSI Units registered with NSIC, MSME units and PSU units / RDSO approved vendors may be exempted for the tendered item from submission of EMD. Copy of the valid Registration Certificate should be furnished.

EMD will be forfeited or revoked if the tenderer withdraws or amends, impairs or derogates from the tender in any respect or if the price is escalated later within the validity of the tender. EMD without any interest shall be returned to unsuccessful bidder after finalization of order. For successful bidder, EMD may be released only on submission of Security Deposit. Further, EMD shall be refunded against request letter within 1 year (max.) from eligible date failing which BCL may not have any responsibility in this regard.

**NOTE: EMD SHOULD BE SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL BID OTHERWISE, OFFER WILL NOT BE CONSIDERED.**

**2) 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, BG shall cover the desired validity 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.

**3) Performance Bank Guarantee:** The contractor 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 contractual obligation against the order.

**S D/ PBG will be eligible for releasing only on completion of contractual obligation. S.D/PBG shall be refunded against request letter within 1 year (maximum) from eligible date failing which BCL may not have any responsibility in this regard.**

**4) Payment:** Payment will be made after 30 days from the date of acceptance of receipt of bill complete in all respect duly supported by receipted challan for supply of tendered vehicle in good condition and other documents, if any. These bills should be duly certified by In-charge of Stores / Despatch department / In-charge (Foundry)

**5) The bidders should essentially be registered with GST and mention their GSTIN No. /SAC code in the techno-commercial bid. Bidders are also requested to submit their GST registration certificate.**

**6) For execution purposes, you shall contract Store In-Charge / Despatch Dept/ In-charge (Foundry) of Angus works for day-to-day works.**

**7) Price Confirmation:** Quoted rate/Ordered rate shall remain firm till completion of contract and price variation shall not be accepted during the currency of the contract period. **The bidder shall submit GST compliant invoice and Challan**. The bill shall be submitted to our Accounts Deptt at CW/AW in triplicate set along with MRR copy (to be received from Stores).

**8) Contract Period:** The contract period shall be 12 months from the date of L.O.I / P.O.

**9) You shall deliver the materials within normal delivery period from the date of the loading point. In the event of delay in delivery, BCL reserve the right to recover the damage that may be suffered by BCL from you.**

**10) Charges of Weigh Bridge, Parking fee & Toll Tax for new Vivekananda Bridge and 2<sup>nd</sup> Hooghly Bridge (to & fro) will be reimbursed by BCL at actual in cash on production of original receipt duly certified by Stores / Dispatch department of AW. Weighment certificate should wherever possible, be signed by the company's representative. All these charges shall be claimed in the monthly bill enclosing original receipts / documents duly certified by Stores / Dispatch official of BCL.**

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

**12) In case of any dispute arising out of the interpretation of the terms & conditions of the contract, the decision of the Management of the Company will be final & binding.**

**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) BCL shall not be responsible for any loss or damage to any person or property that may be sustained by you in the course of the transportation of goods and all claims by any person or persons shall be settled by you including loss or injury dealt to any third party all liabilities resulting from the negligence or default of your employees or any other persons in the course of handling / transportation of goods shall be in your account.**

- 16) The drivers, Cleaners or other persons engaged by you for the purpose of transportation of goods shall be your employees and all wages etc. and other benefits shall be paid by you. BCL shall not be held responsible if the claim is made by any person/ institution at any time with regard to above. The Drivers engaged by you shall have valid driving license.
- 17) **Liquidated Damages:** In the event of failure on the part of you to complete the job within the completion 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 a maximum limit of 10% of the contract value.
- 18) **Risk Purchase:** In the event of your failure on the part of you to complete the job within the reasonable period of time as decided by BCL, BCL 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 you. The security deposit/PBG may also be forfeited in such cases
- 19) **Quantity variation :** BCL reserve the right to increase or decrease the order quantity (i.e. Trips) / value during the currency of contract by not more than 30% of the order quantity / value on the same price , terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by BCL.
- 20) **Repeat Order :** BCL reserve the right to place repeat order upto 75% maximum of the order quantity /period at the same rate , terms & conditions , on receipt of confirmation from contractor.
- 21) **Termination of contract :** BCL reserve the right to terminate the contract partially / wholly at any time by giving 15 days notice of the contract period if, your performance is found unsatisfactory or fail to carry out the job upto satisfaction of BCL.
- 22) **Arbitration:** All questions, disputes or difference whatsoever shall arise between BCL and you upon or in relation to or in connection with the contract either may forthwith give the 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.
- 23) **Jurisdiction :** Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

## PART- II : PRICE-BID

Price Bid in 2<sup>nd</sup> part of the tender shall contain only price. Price Part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders to enable the bidders to be present during such opening.

### PRICE BID FORMAT

- 1) The bidder should have to quote considering the scope of work , terms & conditions of this tender.
- 2) The rate to be quoted both in figures and words.
- 3) There should not be difference between rate quoted in figures and rate quoted in words. If there is any difference between the figures and words, we will consider the quoted rate in words only.
- 4) Overwriting in price figure of the quotation will be rejected.
- 5) The bidder shall submit price as per price bid format given below.
- 6) Quoted rate should be valid till the completion of contract period.
- 7) Evaluation of lowest bid shall be done on Grand Total including GST basis .

Sl. No	Job Description	Qty.	Rate per Trip (Rs.)	GST as applicable	Total amount P/Trip including GST	Grand Total (Rs.)
A.	supply of 1 no. Bangla Dala / L.P. Lorry upto 10 MT capacity for collection and delivery of scrap / production materials from CW / VW to Angus Works vice – versa as per scope of works.	170 nos. Round Trip (To & Fro)				

**BRAITHWAITE & CO. LTD**