

BRAITHWAITE & CO. LIMITED
5, HIDE ROAD, KOLKATA-700 043

TENDER ENQUIRY NO: BWT/TRANSPORTATION/06-07

June 20, 2006

TENDER FORM FOR TRANSPORTATION

To,
M/s.

Dear Sirs,

Sub: Sealed quotations are invited from experienced and financially sound parties for appointment of Transporters for different Categories of Lorries/Trailors for collection and delivery of Materials (including steel) in and around Kolkata, and within W.B. State to our Works at Kolkata i.e. Clive Works, Victoria and Angus Works, Bhadreswar.

Ref: Tender Enquiry. No. **BWT/TRANSPORT/06-07 dt. 20.06.2006**

Last date for submission of quotation is 05.07.06 within 2-30 P.M. and the tender will be opened on 05.07.2006 at 3-00 P.M.

The offer should comprise of parts as under:

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

All these parts shall be inserted separately in 2 envelopes and these two envelopes shall be put in a 3rd envelope and all the three envelopes shall be superscribed with our Tender No, Part No., Date and Due date.

Sealed quotation, addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-43.** may be dropped in our **Tender Box No - 1** (in case of hand delivery) or may be sent by Registered post but must reach us **positively within due date.**

Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason whatsoever.

For **Braithwaite & Co. Ltd.**

(S. Ghosh)
Sr. Manager Purchase

BRAITHWAITE & CO. LIMITED
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PART I: *TECHNO-COMMERCIAL PART:*

Following documents should be submitted :

- i) Trade Licence, Bank's approval Certificate / Solvency Certificate, if available.
- ii) Execution report, along with copies of Purchase Order of similar type of jobs carried out with reputed companies and PSUs to be submitted.
- iii) The Nos. of vehicles registered with Party's name (Truck, Trailors etc.)
- (iv) **EMD** - You shall have to furnish Rs.15,000/- Earnest Money (EMD) by Demand Draft in favour of Braithwaite & Co. Ltd. payable at Kolkata, or in shape of Bank Guarantee along with your Part-I offer i.e. Techno-commercial Part. **No offer will be accepted without EMD.**

Your acceptance of our terms and conditions as per ['B'] - General Terms & Conditions to be submitted as under :

[B] GENERAL TERMS & CONDITIONS:

The contract if awarded will be governed by the following **Terms and Conditions** :

1. Lorries/Trailers will report at Clive Works or at Supplier's premises generally by 8.00 A.M if required, in special cases, Lorries/Trailers may have to report at any other place and time as per our requirement.
2. **FREE TIME :**

Free Time	Lorry (CAT-A&B)	Spl.Lorry (CAT-C)	Trailer Lorry & Spl. Trailer (CAT-D&E)
a) For destination at Sl. nos. 1,2,3, & 4 of the Route Chart Loading, Transportation and unloading at destination.	12 Hrs.	14 Hrs.	16 Hrs.
b) For destination at Sl. nos. 5 to 25 of the Route Chart Loading, Transportation and unloading at destination.	16 Hrs.	18 Hrs.	25 Hrs.

3. In all cases you should obtain on the trip challan 'IN' and 'OUT' timing duly signed and stamped by the respective officer failing which no claim for detention charges will be entertained.
4. For destination at any other place other than Clive/Angus/Victoria Works you should obtain a certificate (giving the timings) from the suppliers which has to be submitted along with the bills. If a certificate cannot be obtained, the officer concerned who has requisitioned the transport will be required to issue such certificates after investigating into the matter for payment of destination charges.
5. No extra payment will be made for collection/delivery from/at different points within CW & AW, subject to a maximum of two points. (The works 'point' means Gate).
6. Weighment charges, if incurred, will be reimbursed, Weighment certificate should wherever possible, be signed by the company's representative. Weighment certificate from Government licensed weigh-bridge only will be acceptable if it is not possible for company's representative to be present at the time weighing.
7. All challans must be marked original, duplicate, triplicate, etc. and only original challan shall be submitted along with the bill.
8. 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.
9. Transport charges for materials sent to places not mentioned in Route Chart will be fixed through negotiation.
10. The Company reserves the right to terminate the contract without prior notice at any time during its currency, should the contractor's performance is found unsatisfactory and for damage/loss of company's materials while in contractor's custody and for any irregularities/offence committed by the contractor, or for which the contractor may be held responsible.
11. The contractor will be fully responsible for any loss/theft/damage of materials while in his/their custody.
12. In case of any dispute arising out of interpretation of the terms and conditions of the contract, the decision of the Management of the company will be final and binding.
13. You are to provide us with B.G. of Rs.50,000/- (Rupees fifty thousand only) from a Nationalised Bank within 10 days from the date of the contract awarded, as security. You are also to hypothecate one of your running good condition vehicles (Registered in your Name) to our company, if ordered.
14. We 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 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.

15. The drivers, cleaners or other persons engaged by you for the purpose of transportation of goods are your employees and all wages etc. and other benefits shall be paid by your and we shall not be held responsible if the claim is made by any person/institution at any time. Further the drivers engaged by you shall have valid driving license.
16. While transporting the notified goods within West Bengal or from a place within West Bengal to a place outside West Bengal the Declaration Form (for S.T. purpose) should be obtained in duplicate as one of the documents of transportation from the consignor, otherwise the lorry/trailer may be seized by the Sales Tax Authority. Failure to comply the above, the penalty if imposed will be to your account.
17. This contract will remain valid for next one year from the date of release of purchase order. However, order may be extended for one more if service is found satisfactory.
18. In case of any increase/decrease in the price of fuel due to Govt. notification during the currency of contract, rates should be firmed for total contract period.
19. Crane shall be provided at our Works free of cost. Necessary lashing, packing etc. Shall be under transporter's scope.
20. Your quoted price should be valid for 90 days from due date.
21. On placement of order, your price will remain firm till the order is valid.
22. We reserve the right to accept or reject any or all tenders without assigning any reason thereof. We also reserve the right to split the order among two or more parties.
23. Company reserves the right to terminate the contract without prior notice at any point of time during its currency.
24. For any damage/loss of Company's materials during transit and while in Contractor's custody or otherwise and for any irregularities/offence committed by the Contractor, or for which the Contractor may be held responsible, the contractor shall be bound to make good of the damage/loss thus suffered by us.
25. Transit insurance will be arranged by Braithwaite & Co. Ltd. if necessary.
26. Payment will be made within 30 days from the date of receipt of your 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 our stores department.
27. You should not assign or sublet the contract either in part or in full to any other transporter without prior approval in writing from us.

28. You shall deliver the materials within normal period from the date of your leaving the loading point. In the event of our delay in delivery, we reserve the right to recover the damage that may be suffered by us from you.
29. **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.
30. **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 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.
31. For all practical purposes, you may contact Stores Incharge of our Works for day to day works.
32. Tender form may be available by downloading from Website for which additional amount of Rs.200/- to be paid through Pay order/DD infavour of Braithwaite & Co. Ltd.
33. Bank approved Transporter with local office shall be preferred.
34. In case materials collected from and / or delivered at more than one place by same rate with or without negligible diversion, concessional rate to be provided.
35. To cover material cost Transporter will hypothecate at least one Trailor / Lorry in running condition in favour of BWT & Co. to cover a value of material upto Rs.8.00 lacs or a B.G. of equivalent amount valid for 12 months.
36. Braithwaite & Co. reserves the right to alter the values and nature of guarantee & hypothecation on merit basis.
37. In case of any legal dispute the same shall be within the jurisdiction of Court of Kolkata.
38. Detention charges are payable only if detention takes place at CW or any other loading or unloading points due to circumstances for which the contractor is not responsible. But the Company shall not take any responsible for delay due to traffic jam or restriction imposed on the movement of goods vehicles.
39. **Detention charges if any should be mentioned separately in Price Bid. Conditions of detention charges shall be mentioned in techno-commercial bid (Part – I) without price. In case the same is not mentioned it will be presumed that the detention charges has been taken care in the quoted rates.**

40. A Copy of Price Bid without mentioning price should be enclosed with techno-commercial bid (Part – I).
41. In case the same lorry/Trailer is used after unloading the materials on the next day, no detention charges will be paid.
42. In case the contractor is asked to load/unload materials at our works exclusively by their labour, the contractor should quote rate per MT basis for labour charge in price bid part only.
43. For materials collected from any/or delivered at more than one place on same route with or without negligible diversion by same lorry subject to a maximum of two points, extra payment at the rate of Rs. for the extra point will be made, should be mentioned in price bid separately.
44. Transporter will have to interact with the suppliers / customer for collection of loading programme of materials to be collected and transported and place the vehicle accordingly.

PART – II (PRICE BID)

- (i) Price Bid Part shall be opened only if party is qualified.
- (ii) Quoted rates shall be firm till completion of the contract / order.
- (iii) Part-II (Price Bid) shall be opened after evaluation of Part-I (Techno-commercial Part) for which date and time of opening will be intimated to the technically and commercially acceptable bidders. No overwriting or correction will be allowed in price part. Bid will be treated as cancelled if any overwriting is found in the price part. Unopened price bids of unqualified bidders will be returned.

BRAITHWAITE & CO. LIMITED

(S. Ghosh)
Sr. Manager (Purchase)

