



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043

TEL: 033-2439 4114 / 6613 / 7413 / 7415

FAX : 033-2439 7632 / 2439 5607

email : braithwaite_co@yahoo.com

TENDER NO. BCL:PUR:TRANSPORT:BHEL:2009-2010 Dated 22.05.2009

Sealed tenders are invited from the resourceful / experienced transporters for transportation and delivery of General Fabricated Structures and Ducts from our Clive Works / Angus Works to Maithon-2 Project of BHEL.

The offer should comprise of two envelope system:

- a) Part-I : Techno-Commercial Bid
- b) Part-II : Price Bid

Last date for submission of Tender: 01.06.2009

Both the bids shall be inserted in separate envelopes super-scribing our tender number, date, due date & box number.

Sealed tenders are addressed to Sr. Manager (Purchase), M/s. Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 or may be dropped at our Tender Box No. 2 within the due date.

Techno-Commercial Offers shall be opened on 29.05.2009 at 15:00 hours. Bidders may depute their representative during opening the tender. The offer should be valid for 90 days from the date of opening of tender. Price bid shall be opened for techno-commercially acceptable bidders for which, opening date and time of price bid will be intimated to successful bidders in due course.

BCL reserve the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.

PART-I (TECHNO-COMMERCIAL BID)

Bidders should submit the following documents along with Part-I offer:

- a) Proof of past experience for the similar type of job. The bidder must possess a minimum of 3 years experience in executing any single job of similar type valued at Rs. 5 lacs which must be substantiated by proof of documentary evidences on successful completion of such job.
- b) Trade License
- c) No. of vehicles registered with party's name.

- d) Availability of Trailers with its capacity. The bidder must own at least 10 (ten) trailers having capacity of each trailer to carry **22/25 MT / ODC** Cargo at a time. Documents of ownership of such trailers must be produced along with the bid.
- e) Certified documentary evidence must accompany the bid as a proof of the bidders capacity to handle and transport project equipment Cargo.

Earnest Money Deposit: Rs. 5,000/- (Rupees five thousand only)

Earnest Money Deposit of Rs. 5,000/- is required to be submitted either in the form of Bank Guarantee / DD / Pay Order in favour of 'BRAITHWAITE & CO. LTD.' payable at Kolkata. In case of BG, the validity period of the same shall be 90 days from the date of opening the tender.

However, for SSI units with valid single point registration with NSIC, payment of EMD / Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD / Security Deposit is also exempted for vendors registered with RDSO / DGS & D.

EMD will be returned to unsuccessful bidders only after finalization of the contract.

SCOPE OF WORK:

- 1) Materials to be collected from our Clive Works / Angus Works and to be delivered at Maithon-2 Project of BHEL in good condition. The materials will be General Fabricated items and Ducts. For transportation of this type of material, the vehicles may be of ODC type.
- 2) The contractor shall deliver the materials within 2 (Two) days from the date of loading point. In the event of delay in delivery, BCL reserve the right to recover the damage that may be suffered by us from the contractor.
- 3) No extra payment will be made for collection / delivery from our Clive Works / Angus Works.
- 4) For all practical purposes, you may contact our Store In-Charge / Project In-Charge for day-to-day works.
- 5) Collection of acknowledgement of materials in good condition from our Customer will be the responsibility of contractor. Copy of acknowledgement of goods to be submitted along with the bill.
- 6) For any damage / loss / theft of Company's material during transit and while in contractor's custody and for any irregularities / offence committed by the contractor, the contractor will be solely responsible.

- 7) BCL shall be not held responsible for any loss or damage to any person or property that may be sustained by you in the course of transportation of goods and all claims by any person(s) shall be settled by the contractor including loss or injury dealt to any third party. All liabilities resulting from negligence or default of your employees or any other persons in the course of handling / transportation of goods shall be in contractor's account.
- 8) 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 you and BCL will not be held responsible if the claim is made by any person / institution at any time. The drivers engaged by you shall have valid Driving License.
- 9) Loading will be done by BCL at their premises and unloading will be carried out by our Client at the destination point.
- 10) Toll Tax and any other taxes during transportation of material shall be borne by the contractor.

TERMS & CONDITIONS:

- 1) Security Deposit @ 5 % of ordered value (Maximum) only in the form of Bank Guarantee (valid up to the completion of the order), Demand Draft / Pay Order must be submitted by the successful bidder (hereinafter called as Party) within 15 days from the date of receipt of Purchase Order.
- 2) EMD shall be returned on submission of required Security Deposit.
- 3) Security Deposit shall be discharged and returned to the supplier only on successful completion of supplier's obligation under the contract.
- 4) All corrections (if any) must be signed at the appropriate place by the signatory of the bidder otherwise, tender will be considered as invalid.
- 5) Price quoted or ordered rate(s) should remain firm up to end of the contract and also up to subsequent delivery date extension for a reasonable period.
- 6) Tendered / ordered quantity of items may vary depending on our requirement. We reserve the right to increase / decrease the tender / order quantity as per discretion of BCL at the same status beyond delivery date (if any) for which, no acceptance from vendor will be required.
- 7) Period of Contract- Total materials to be transported within 3 months time i.e. August'09.

8) Liquidated Damages:

In the event of failure on the part of the supplier to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week or part thereof by way of L.D., subject to a maximum of 10 % of ordered value.

9) Risk Purchase:

In the event of failure on the part of the supplier to supply within the reasonable period of time as decided by the Purchaser, the Purchaser reserves the right to procure the materials from other Agency / Agencies at your Risk and Cost as per the order on 'Risk Purchase' basis and shall recover the extra cost thereof, if incurred on the supplier.

10) Arbitration:

All questions, disputes or difference whatsoever shall arise between the purchaser and the supplier 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 who shall be the Managing Director 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, 1956 statutory modification thereof. The proceedings of the arbitration shall be held in Kolkata.

11) Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

12) Braithwaite reserves the right to distribute the tender / ordered quantity to the other bidder (s) in the event of poor performance to execute the awarded order.

13) Tender will be considered as cancelled if the documents for Part-I and Part-II bids are not placed in respective / proper envelope.

14) Payment Terms: 30 days' credit from the date of submission of your bill along with all relevant documents duly certified by the In-Charge of Store / In-Charge of Project of Clive / Angus Units.

15) An Unconditional acceptance of the tender notes, terms & conditions shall be given in your Techno-Commercial Offer (Part-I).

16) No overwriting in Price Bid shall be allowed. In that case, the offer will be summarily rejected by us.



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PRICE SCHEDULE FORMAT

- 1) Price Bid (Part-II) shall be opened only if Part-I is qualified.
- 2) Rate should be quoted both in figures and words.
- 3) Quoted rate(s) is / are firm till the completion of contract / order.
- 4) Price shall be submitted as per the following format.
- 5) Overwriting in price figure of the quotation will be summarily rejected.
- 6) Rate shall be quoted per MT per KM basis.

| Sl. No. | Description of Job | Quantity | Rate Per MT/KM |
|---------|--|------------|----------------|
| 01 | Transportation of Ducts from Clive Works / Angus Works to MAITHON-2 Project of BHEL through <u>22 / 25 MT / ODC</u> capacity Trailer. | 346.042 MT | |
| 02 | Transportation of General Fabricated Structures from Clive Works to MAITHON-2 Project of BHEL through <u>22 / 25 MT / ODC</u> capacity Trailer. | 45.477 MT | |
| 03 | Other charges (if any) | | |