



## **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 ENQUIRY NO. BWT/PUR/A.C. AMBASSADOR CAR/02 Dated 07.04.2009**

To,

M/s.....  
.....  
.....  
.....

Dear Sir,

Sub:- Supply of A.C. Ambassador Cars

#### **DESCRIPTION OF JOB:**

Supply of 01 (One) no. of A.C. Ambassador Car (Brand new) on hourly rental basis for a period of 36 (Thirty Six) calendar months.

Offer may be given both for supply of the Car with or without Driver and Fuel.

#### **TERMS & CONDITIONS:**

- The supply of A.C. Ambassador Cars must be of good condition and well maintained (Luxury).
- The rates for supply of A.C. Cars shall be quoted on hourly rental basis.
- The above supply of Cars including Driver, Maintenance & fuel cost.
- The supplier must be registered with Service Tax Authorities. (RENT-A-CAB)
- A.C. cars shall be supplied as per the instruction of Transport-in-Charge or his authorized representative.
- Certifying authority: In-Charge of Transport Department.
- Separate Log Books have to be maintained by the transporter.
- Payment shall be made based on certification of Transport In-Charge.
- Each Car Driver shall be having one Mobile Phone. The supply and its recharge of the same shall be the responsibility of Transporter.
- Documents like Insurance, Tax Token, Blue Book, Driving License etc., should always be available in the vehicle.
- Obtaining documents like Insurance, Tax Token, Blue Book, Driving License etc., shall be at Transporter's cost.
- Drivers should be properly dressed with approved uniform.

Contd..P/2

GENERAL INFORMATION:

Due date for Tender Submission is 20.04.2009.

- 1) The tender shall consist of two bid system:
  - (a) Techno-Commercial Bid (Part-I)
  - (b) Price Bid (Part-II)
- 2) Earnest Money Deposit – Rs. 25,000/-
- 3) Quotation shall be inserted in separate envelopes. These two envelopes shall be put in third envelope mentioning our tender number, date, due date, box number. In case of hand delivery the sealed quotation shall be dropped in our Tender Box No. 5 within the due date of tender submission.
- 4) Sealed quotations shall be addressed to Sr.Manager (Purchase), M/s. Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043.
- 5) All the tenderers are requested to be present at the time of opening the Price Bid (in case of successful / qualified bidder), which will be intimated in due course.
- 6) Braithwaite reserves the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.
- 7) In case of unregistered vendors, the following documents should be submitted along with the Techno-Commercial Offer (Part-I):
  - (a) All papers related to credentiality i.e. proof of past performance with respective customers (preferably Government Customer) and adherence to delivery schedule with audited balance sheet for last three years etc.

However, bidder(s) having vendor registration with our Clive / Angus / Victoria Works units for these items and have good performance record, need not require to submit the above mentioned documents as stated (a). In that case, they should mention positively vendor registration number in their Part-I Offer.

- (b) Trade License, RENT-A-CAB Registration Certificate copies shall be submitted along with Part-I Offers.
- © Bidders who have no registration number with BWT (Clive/Angus/Victoria Works) must have to register their Firm with us prior to secure any order of this tender.

[ 3 ]

- 8) EMD is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.
- 9) Offer validity shall be 90 days from the date of opening the tender.
- 10) EMD lodged by unsuccessful tenderer shall be refunded to them immediately after finalization of a tender. In case of the successful tenderer, the same shall be retained by the Company, till competition of the supply / service or if so decided by the tenderer adjusted against Security Deposit for the said or any other tender as the case may be.
- 11) 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 Bank Guarantee (BG) ( as per format provided by the purchaser), Demand Draft / Pay Order valid till completion of warranty / guarantee period. The amount of security deposit will be between 5 % to 10 % depending upon the nature of supply, to be decided by the Competent Authority and published in the NIT.
- 12) The proceeds of the security deposit or proceeds on invocation of BG shall be payable to the purchaser as compensation for any loss resulting from the supplier's / contractor's failure to complete its obligations under the contract.
- 13) EMD shall be returned on submission of required Security Deposit.
- 14) Security Deposit shall be discharged and returned to the supplier / contractor on completion of supplier's / contractor's obligations under the contract including any warranty obligation or specified in the contract.
- 15) As and when an amendment is issued to the contract, the supplier / 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 as amended.
- 16) Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier / 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.
- 17) Security Deposit has to be paid by unregistered or unapproved firms.
- 18) All corrections (if any) must be signed at the appropriate place by the signatory of the bidder otherwise, tender will be considered as invalid.

- 19) Whenever all or most of the approved firms have quoted equal rates, the Company reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- 20) 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.
- 21) The purchaser reserves the right to increase or decrease the ordered quantity during the currency of contract by not more than 30 % of the ordered quantity on the same price and terms and conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by the Company.
- 22) 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.
- 20) 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.
- 21) 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.
- 22) Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.
- 23) 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.

[ 5 ]

- 24) Tender will be considered as cancelled if the documents for Part-I and Part-II bids are not placed in respective / proper envelope.
- 25) Payment Terms: 100 % within 30 days' from the date of submission of your bill duly certified by the In-Charge of Transport Department or his authorized representative.
- 26) Unconditional acceptance of tender terms & conditions shall be given along with Techno-Commercial Offer (Part-I).

**for Braithwaite & Co. Ltd.**