

BIECCO LAWRIE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P-54 HIDE ROAD EXTN. KOLKATA-700088

PUBLIC TENDER NO. BLL/ HR/TRANSPORT/ 2008-2009

SUB:- TRANSPORTATION OF MATERIAL

Terms and conditions governing the transport contract.
ON ANNUAL RATE CONTRACT BASIS

1. Mode of submission:

(a)The mode of submission of tender should be in two parts: part(1)in one sealed envelope Superscribed with “Technical and commercial bid”tender no,and due date and part(11) in another sealed envelope superscribed with “Price Bid”,tender no. Both the above sealed envelopes should be put in another sealed envelope superscribed with Tender no.and due date. Please note that the tender document is not transferable.

(b) Tender document is to be purchased from our cash counter at P-54 Hide road Extn. Kolkata-88 . otherwise the intending tenderer may down the load the tender documents from our website www.beicco.gov.in and may use the same for submission of offer However only hard copy of tender documents is to be submitted as per norms of 1(a) along with cash or pay order/DD of Rs200.00 favouring Biecco Lawrie Limited ,Kolkata towards the cost of tender documents,failing which the tender will be rejected. Cash/Pay order/DD of Rs.200.00 to be enclosed along with the Techno Commercial Bid offer. Biecco Lawrie Limited will not be responsible for any delay/difficulty/ In accessibility of download facility for any reason whatsoever. Company will not be responsible also for any postal delay or non receipt of tender.In case any discrepancy between tender documents down loaded from the internet and the master copy available In the office,latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

2. Scope Of Work

Transportation and unloading of Packed Switchgear Panels & Spares to All over India From Biecco Lawrie Limited P-54 Hide Road Extn.Kolkata-88.

Contd...2

03. Tender must be deposited in the tender box in Commercial Deptt.. at P-54 Hide Road Extn.Kolkata-88 and it will be accepted upto 1.00 P.M. of 30-09-2008.Tender will be opened on (only part-1) at 3.00 p.m. at P-54 Hide Road Extn.Kolkata-.88.The Company(BLL) is not responsible for postal delay or non-receipt of tender documents lost in transit.
04. We prefer you to quote your rate in your price bid offer (Part-II) in the enclosed Rate schedule .and it is essential that each page of the rate contract schedule is Signed by transporters with their official seal;
Your offer must be valid for a period of 90 days from the due date or any further extension if required.
5. In the event of Price variation clause is to be incorporated,details may please be specified which may be considered only in case of Govt. notice on increase in diesel price.
6. In case where documents are to be negotiated through bank or delivery against Consignee copy it would be essential for the transporters to store goods at their godown at the destination for a minimum period of 60(Sixty) days .storage charge if any will be payable only after 60 days storage and freight charges is to be mentioned in the rate schedule.Preference will be given to those contractors who have godown facility at destination although they are not L 1 in that destination.
7. A penalty of 1% per week of the freight charges subject to 5% of the freight charges will be imposed in delay of door delivery beyond stipulated time which will be deducted while releasing payment of the respective consignment .the delivery period taken for the purpose of the penalty would be as follows :
For Full Truck (any where in India) 10 days(excluding loading day)
2) For Part Truck Consignment (Any where in India) 15 Days (Excluding Loading Day).
3) For Full Truck load (Metro Cities) 7 days (Excluding loading day)
a)This penalty shall not be relaxed except in case of force majeure.Only major break down/ accident of the vehicle carrying consignment and other natural calamities like flood/ cyclones/destruction of bridges en-route shall be considered as force majeure or any other problems like refusal of materials/change of consignee/late clearance of octroi payment by us etc.which shall be intimated to BLL COMMERCIAL by telegram/ letter/fax and relaxation may be given at the discretion of shipping head.
- 8. Price quoted as freight charges are inclusive of transportation,safe delivery/ unloading charges and other expenses if any at the destination point.**
09. For operational convenience BLL reserve the right to distribute order among 1-2 nos bidders at L1 rate/rates in a manner that is fair and transparent

10. The Company reserves the right to reject all or any tender or split the contract or even cancel whole or part of the order without assigning any reason whatsoever. The decision of the company shall be final and binding on the tenderers.
11. The Goods that are to be transported/delivered will be protected adequately from Sun and Rain at transporters cost by Tarpaulins and properly secured by way of lashing etc while the materials are in transport custody. In the event damages are reported by consignee due to inadequate protection from sun and rain such damages are to be recovered from transporters bills.
12. If the tenderer violates any of the terms and condition of the contract between the period of issuance letter of acceptance and the expiry of contract BLL reserve the right to terminate the contractor by given 15 days notice and the losses /damages suffered by BLL if any due to such violation shall be recovered from the transporters pending bills.
13. Octroi exemption certificate are generally provided by BLL/Consignee and octroi charges also borne by BLL and if any time octroi charges are required to be paid by the transporters, the same will be paid by BLL to the transporter on production the original receipt along with transporters bill for the said consignment.
15. Transporters must be Bank Approved and submit valid certificate issued by bank along with techno commercial bid.
15. Biecco Lawrie Ltd do not guarantee about number of trucks required per day or month for transportation. Transporters must place trucks in accordance with the work order/ Delivery advice/telephone advice within twelve hours.
16. In case of failure to place truck/trucks as per requirement within specified time in accordance with the indent Biecco Lawrie Ltd shall be at liberty to engage Truck/trucks from any other transporters even at higher rates ,if necessary the difference will be recovered from pending Bills of transport contractor.
17. Once the truck is fully hired by Biecco Lawrie Ltd the contractor should not carry materials either belonging to the other parties or not covered by the related Transport challan and if it is found that the contractor is resorting to such practice the contract is liable to be terminated forthwith. And loss suffered by BLL would be recovered from outstanding bill/security deposit.
- 18. INSURANCE:-** Since we are covered under open general policy for materials Transporters should not charge any amount for insurance.

- 19 Security deposit** in the form of Bank Guarantee as per our prescribed format on non-judicial stamp paper for an amount of RS 50000/- should be furnished Within 21 days from the date of issue of transportation order. The supplier who are having outstanding bills with Biecco Lawrie Ltd. may use their such outstanding bills of similar amount as security deposit.
20. Any dispute of any nature whatsoever or regarding any right, liability act or account of any of the parties hereto arising out of or in relation to this contract/order shall be referred to the sole arbitration of the Managing Director of Biecco Lawrie Ltd. The award of arbitrator so appointment shall be final and conclusive and binding on all parties to this agreement / standard terms and conditions relating to this order Subject to provisions of the Arbitration and conciliation act, 1966 or statutory modification of the enactment thereof..
21. All disputes arising out of this tender and subsequent contract, if any, are subject to the jurisdiction in the district of 24pgs(S) in West Bengal.
22. Tender document are not transferable.
23. Canvassing in any form would disqualify your quotation for consideration.
24. The Transporter shall not subject /transfer/assign the contract in full or any part thereof to any other transporter /agent and shall not transport the material by rail.
- 25.. This contract for transportation of Switchgear Panel/Spares of BLL shall be valid for a period of twelve months from date of order as mentioned in work order with provision to extend for a period of three months at the discretion of BLL. However BLL also reserves the right to short close the contract at any point of time without Assigning any reason whatsoever.
26. The transporter should have wide network of their company throughout India and branch list should be provided with full address, telephone and fax nos along with other document.
27. The successful bidder should submit a list of (3) three authorized representatives along with their specimen signatures duly attested by a person not below the rank of owner/partner/director at the beginning of the contract authorizing them to place trucks to lift the materials and to sign consignment note/money receipts etc. Any change in this regard should be informed to BLL by a letter signed by above Authorised person.

28.
 - a. Consignment notes should be issued strictly as per the details of invoice and any loss suffered by BLL due to issuance of incorrect consignment note will be recovered from the transporter.
 - b. It is the responsibility of the authorized representative of the transporter to collect necessary way bills/Road permit from BLL . He shall also follow all steps in filling up forwarding with the consignments. Any penalty imposed by Govt. agencies/statutory bodies for non-collection of necessary way bill/ Road permit will be recovered from the pending freight bills of the transporter.
 - c. The authorized representative of the transporter shall sign order for transportation and receive the ‘Duplicate for transporter’ copy of invoice and original test certificate/permit. The above documents should be sent along with consignment and should be delivered to the consignee after obtaining acknowledgement with respect to receipt of the same, failing which the total excise value will be recovered from their pending freight bills/security deposit.
29. All consignment booked on door delivery basis should be delivered to the consignee at the destination mentioned in the invoice after obtaining proper signed and stamped acknowledgement or if it is proved subsequently that the materials were not delivered to the consignee and if the value of materials could not be realized due to non-delivery to the consignment then the total value of materials including statutory levies and freight will be recovered from any of the pending freight bills/security deposit.
30. Sometimes due to reason beyond the control of BLL the consignee may refuse to take door-delivery of the consignments dispatched to him .In such cases the transporter should inform BLL for suitable advice In case the transporter is advised by BLL to bring back the consignment to BLL the freight charges for the return trip will be same as that payable for onward trip. and in cases where materials diverted to any other destination freight charges for diversion shall be on per K.M based on existing rates for the consignment .for extra KM traveled.
31. In cases of full truck load consignment ,no transshipment enroute is normally allowable however in cases of unavoidable circumstances e.g.natural calamities,flood,riots,or major breakdown transshipment may be allowed . However transporter must ensure that consignments are delivered within the stipulated transit period. With prior intimation

32. After Expiry of the contract and the due performance of the contract and on submission of no demand certificate by the transporter from the BLL that nothing is due from the transporter ,the security deposit shall be returned to the transporter in full or part after adjusting all the dues payable by the transporter.However no interest will be payable for this security deposit by the BLL.
 33. Payment will be made against freight bills in triplicate with original signed and stamped acknowledgements for pre-paid consignment to be submitted to BLL..
All bills should be indicating number of truck no in which the materials were lifted/Challan Nos./consignment no/ED.invoice no./name of the consignee/destination/freight amount/Quantity etc.
The signed acknowledgement submitted should be clear and unqualified without any Unauthorized overwriting. At any point of time if it is revealed that tampered signed Acknowledgements are submitted by the transporter,it will be viewed seriously and action As mentioned under coloumn 35 under breach of contract will be initiated.
 34. **BREACH OF CONTRACT**
In cases of breach of any terms and conditions of the contract by the transporter,Bll reserves The right to forfeit the security deposit /encash Bank Guarantee and retain the same As damages and compensation for the said breach without prejudice to the right of the BLL To recover any further sum as damages from any sum due to which may become due to the Transporter from the plant or otherwise.
 35. If it comes to the notice of BLL at any stage right from request for enlistment/tender document that any of the certificates /documents submitted by applicants are found false/fake/decorared,the party will be debarred from participation in all BLL tender.
 36. The decision of the BLL with regard to any other matter not provided herein shall be final and binding on both the parties.
 37. The Tender shall be accompanied by earnest deposit of Rs. 10000.00 And accordingly submit EMD in the form of Account Payee Demand Draft/Pay Order drawn in favour of Biecco Lawrie L:imited on any scheduled bank .Tenders without Earnest Money Deposit Shall not be considered.. In case of the unsuccessful tenderer the Earnest Money deposit Shall be refunded as early as possible .No Interest shall be paid on Earnest Money Deposit.
 38. Income tax or any other taxes or duties which the employer may be required by law To deduct shall be deducted at source and the same shall provide the contract with Required tax deduction certificate.
 39. Over dimation charges are to paid only against GOVT.circularand original payment Receipt having original signature duly stamped Stamped by government official.
 40. If any destination not covered in the rate schedule BLL reserve the right to flot Enquiry and offer is to be placed on LI.
 41. Here “BLL” means BieccoLawrie Limited
-

STAMP
RS.50/-

BANK GUARANTEE NO:-

This deed of Guarantee made thisby
.....,having their registered office at.....
.....and a Branch office amongst other places in India at Calcutta and wherever the
context no required includes the successors and assigns (hereinafter called “The Bank”) in favour

of M/S Bienco Lawrie Limited, P-54 Hide Road Extension ,Calcutta 700088, a company registered
under companies Act and wherever the context so require includes its successors and assigns
(hereafter called the ‘Company).

Whereas—

1 The company has placed an orderdated.....(hereinafter
referred to as “The Order”)with M/s a company registered under the
Indian Companies act,1956,having its registered office at.....
..... And wherever the context so requires includes its successors and assigns
(hereinafter called or referred to as “The Transport contractor”)

2. The company is agreed to accept from the transport Contractor a Bank Guarantee for Rs.....
.....as security deposit for the due fulfillment of the terms and condition of the order
by the transport Contractor..... do hereby undertake and promise
to pay the company an amount not exceeding Rupees only
against any loss or damage caused to or suffered or would be caused to or suffered by the company
by reason of any breach by the said transport Contractor of any of the terms or conditions contained
in the said order.

3. We,..... do hereby undertake and promise to pay the
amount due and payable under this guarantee,without any demur,merely on a demand from the company stating
that the amount claimed is due by way of loss or damage caused to or would be caused to or
suffered by the company by reason of any breach by the said transport contractors on any of the terms
and conditions contained in the said order or by reason of the transport contractor’s failure to perform
the said order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by
the bank under this guarantee. However our liability under this guarantee shall be restricted
to an amount not exceeding Rs..... .

4. We.....further agree that the guarantee herein contained
shall remain in full force and effect during the period that would be taken for the performance of
the said orderand that it shall continue to be enforceable till all the dues of the company under or by
virtue of the said order have been fully executed and its claims satisfied or discharged or till....
.....(Bienco Lawrie Limited ,Calcutta) certify that the terms and conditions of the said
agreement have been fully and properly carried out by the said transport contractor and accordingly
discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing
on or before 6(six) months after the date of completion of the contract i.e.on or before
we shall be relieved of and discharged from all liabilities under this guarantee thereafter.

5. This guarantee will remain valid for a period of 12 months from.....

And any claim under this guarantee must be preferred on the Bank in writing within 6 months from The date of expiry i.e. on or before

6. We,..... Further agree that the company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said transport contractor and to for bear or enforce any of the terms and conditions of the said order and we shall not be relieved from liability by reason on any variation or extension being granted to the said contractor.

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs.....(.....) in arreegate and it shall remain in full force Upto..... .Any claim under this guarantee must be received by us on or before theand if no such claim is received by us within theCompany”s right under this guarantee will cease and we shall be relieved and discharged from all liabilities under this guarantee thereafter.

8. We,.....lastly undertake not to revoke this guarantee During its currency except with the previous consent of the company inwriting.
