

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

(A GOVT. OF INDIA ENTERPRISE)

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NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/ COMMERCIAL OFFICE CAR/01-2019

04.01.2019

Offers are invited through Online System from Kolkata based reputed Transporters/Firms/Parties having at least 4-5 years experience in connection with deployment of AC & NON AC Diesel Commercial Vehicle. The description of commercial vehicle and other terms and conditions are detailed hereunder :-

A.	SCOPE OF WORK/ SERVICE	HIRING OF DIESEL AC & NON AC COMMERCIAL VEHICLE REQUIRED AT BBJ REGISTERED OFFICE,KOLKATA ON MONTHLY HIRE & RATE CONTRACT BASIS FOR OFFICIAL USE.
B.	PERIOD OF CONTRACT	24 (TWENTY FOUR) MONTHS.
C.	NO. OF HIRED CAR	12 (TWELVE) NOS.-
D.	MODEL OF HIRED CAR	DIESEL AC CARS (MARUTI SUZUKI SWIFT/ MARUTI SUZUKI CIAZ/ HYUNDAI VERNA) AND DIESEL NON AC CARS (AMBASSADOR/TATA INDIGO/TATA INDICA/MARUTI SWIFT DZIRE) OR EQUIVALENT OF ABOVE MODEL/TYPE OF CARS.
E.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
F.	EARNEST MONEY DEPOSIT AMOUNT (EMD)	Rs.10,000.00 (RUPEES TEN THOUSAND ONLY) TO BE SUBMITTED IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOU OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.", PAYABLE AT KOLKATA. MSME/NSIC/SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER OF CPPP.
G	MODE OF SUBMISSION OF BID/TENDER	ONLINE THROUGH e-PROCUREMENT SYSTEM OF CPPP.
H.	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	05.01.2019
I.	DOCUMENTS DOWNLOAD START DATE AND TIME	05.01.2019 - 16.00 HRS
J.	START DATE OF UPLOADING OF BID DOCUMENTS	11.01.2019 - 10.00 HRS
K.	END DATE FOR UPLOADING OF BID DOCUMENTS	18.01.2019 - 15.00 HRS.
L.	DATE OF OPENING OF BID	19.01.2019 - 15.00 HRS.

(A.Neogi)
DGM(P-V)

TENDERER

BBJ

INSTRUCTION TO TENDERERS

GENERAL INSTRUCTIONS :-

1.0 DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Kolkata based Transporter/Contractor/Agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

2.0 SCOPE OF CONTRACT/ SERVICE/SUPPLY:-

Successful Transporters/Contractors/Agencies should provide Diesel AC & Non AC Commercial Car on monthly rental charges basis for a period of 24(twenty four) months for office use.

3.0 PERIOD OF RATE CONTRACT/DURATION:

(a). The Rate Contract will be initially for a period of **24 months** from the date of placement of order/contract. However, the contract may be extended subsequently by another period or periods on review of performance, depending upon the requirements of the office. We, however, reserve the right to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

(b). Any matter during the period rate contract/this agreement, which has not been specially covered by this agreement, shall be decided by The Braithwaite Burn And Jessop Construction Co. Ltd.(BBJ), whose decision shall be final and conclusive.

(c). Rate contract may be issued to more than one transporter/agency/individual to conform smooth service.

4.0 VALIDITY OF THE OFFER:

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

5.0 MODE OF SUBMISSION OF BID:-

BIDs to be submitted online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>. A Hard Copy of EMD shall have to be submitted to this office.

Incomplete tenders are liable to be rejected automatically.

6.0 EARNEST MONEY DEPOSIT (EMD) of Rs.10,000.00 (Rupees ten thousand only) is required to be submitted by Demand Draft / Pay Order drawn in favour of THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED payable at Kolkata.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER OF CPPP.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RELEASED TO SUCCESSFUL BIDDER

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SUPPLY/SERVICE/WORK/CONTRACT WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE AWARDED BIDDER.

The Earnest Money deposited by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.

7.0 The following documents with self attested are to be up loaded by bidder at the time of submitting bid online :-

- a) Copy of Order Documents and Experience Certificate issued by Central/State Government/Public Sector Companies for the last 03(three) years ending 31st March,2018;
- b) Copy of Income Tax Return filed for the last 3(three) financial year ending 31.03.2018;
- c) Copy of up to date renewed Trade License from concerned Authorities ;
- d) Copy of GST Registration Certificate ;
- e) The Venderer should have Office at Kolkata and they should submit their documentary evidences related to their Kolkata Office Address positively;
- f) Copy of PAN Card of Firm/Company/Individual;
- g) Copy of Registration Certificate of Vehicle;
- h) Copy of document showing current Insurance of the vehicle;
- i) Copy of Demand Draft/Pay Order of EMD;

Notes :-

- (i). Original of all such documents as stated above shall be liable to be produced for verification, failing which such documents shall be rejected.
- (ii). **The eligible bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.**
- (iii). Rates are to be quoted as per enclosed Price Schedule Format/BOQ.

8.0 The award of the order or rejection of the Tenderer's Offer and / or cancellation of the tender will be made at the absolute discretion of BBJ.BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same. **BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.**

9.0 OTHER TERMS AND CONDITIONS :-

- i) The requirement is primarily on monthly rental basis for all official working days as per convenience of user at his/her residence for pick up and drop office or other working places;
- ii) If required, vehicle has to be placed on Saturdays(2nd and 4th of each month),Sundays or Holidays, based on advance intimation, without any additional cost for 12 hours duty.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

- iii) If the officer/user is on leave or outstation duty, the vehicle has to report Chief Manager(P&A)/Dy.Mgr(P&A)/ for use of official purpose. Advance intimation in this regard would be conveyed to the contractor;
- iv) Duration of work/service would be counted from time of reporting at residence(on working days) or at airport/railway station or at BBJ Registered Office/BBJ Heavy Plant Yard, Kolkata while the user is on leave/outstation duty. End time would be as per time recorded by user. If release time is not recorded ,BBJ will reserve right to decide the same in rational approach.
- v) In the event of breakdown of any car on the way, while on duty, it will be obligatory on part of the respective contractor to arrange suitable transport/vehicle on the spot without delay otherwise suitable penalty as decided by BBJ will be charged from the said contractor;
- vi) Any presentation/summon from Law Enforcement Department for non compliance of any statutory obligation will have to be settled by the contractor ;
- vii) Over writing of meter reading, vehicle usage timings and duty slip & misbehavior of driver while on duty shall be viewed seriously. Leading to even cancellation of contract. Further, service provider/contractor shall not engage any person below 18 years of age;
- viii) Rates are to be quoted as per enclosed **BILL OF QUANTITY (BOQ)**. Quoted rates will be treated as exclusive of GST and Fuel Charges.
GST(as applicable) and Fuel will be treated as extra. The bidders have to mention the percentage(%) of GST. The applicability of GST will be paid against documentary evidence as per the actual.
- ix) Diesel and Engine Oil(Mobil) will be paid as extra in the following manner for the Kilometer Distance travelled and as per the reading recorded in a Log Book(BBJ will provide) by the officer/user travelling plus the distance from the Garage to the place of reporting/release:
Diesel :- 10 KM per Ltr;
Engine Oil(Mobil) :- 300 KM per Ltr.
- x) Parking Charges will be paid by BBJ while the car is on duty;
- xi) BBJ will only pay the monthly hiring charges. All other expenses including Insurance, Road Taxes, Pollution Checking, Violation of Traffic Rules and the maintenance of the vehicles has to be borne by the contractor/transporter/agency/individual;
- xii) The bidders/suppliers/transporter/agency/individual must submit their offer strictly as per **Bill of Quantity(BOQ)**.
- xiii) Quoted price of the bidder/contractor/agency/individual must be firm during the tenure of this supply/contract/service and no escalation of any account will be allowed.

10.0 SERVICES TO BE PROVIDED :-

- (i) Provision of Registered Commercial Vehicles with licensed Drivers, on Hiring Basis for Vehicles on call basis running in state of West Bengal.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

However, if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, Tax levied by other states for such journey will be reimbursed on production of receipt.

- (ii). **Normal Duty Hours** :- 12(twelve) hours per day on all days of month except on Gazetted Holidays notified by Govt. However, actual duty hours shall be specified by actual users of vehicles. Not more than ½ an hour shall be given added with duty hours for Garage to Garage in each way.
- (iii). **Quantity** :- Estimated number of hired vehicles is 12(twelve). However, the actual quantity ordered will depend on the requirement from time to time. BBJ reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- (iv). **Reporting Place** :- Any place within the territorial jurisdiction of The Braithwaite Burn And Jessop Construction Co.Ltd., 27 R.N.Mukherjee Road,Kolkata-700 001, West Bengal. The user of the hired vehicle shall specify actual place of reporting.
- (v). **Notice Period** :- For regular requirements one day in advance. Telephonic/Verbal intimation shall be considered as notice.
- (vi). **Calculation of Distance** :- From Garage to Garage but chargeable distance in this respect shall not be more than 5 kilometer in each way.
- (vii). **Accuracy of the Meters** :- The meter of hired car reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- (viii). The bidder should own or have on lease minimum of 2/3 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.

11.0 HIRED CAR/VEHICLE SHOULD CONFORM TO THE FOLLOWING SPECIFICATIONS :

- (a). The hired vehicles to be deployed must be registered as "**COMMERCIAL VEHICLE**".
- (b). **The model of AC and NON AC Commercial Vehicles (Except AMBASSADOR CAR) not older than December,2015.**
- (c). **The model of NON AC AMBASSADOR CAR not older than December,2013.**
- (d). Applicant transport contractor/agency/firm/individual should mention the year of manufacture of the vehicles.
- (e). The vehicle must have permit to travel in neighboring states i.e. Odisha, Bihar, Chhattisgarh in addition to West Bengal. Permit fee/all kind of entry tax will be borne by the contractor.
- (f). Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- (g). Parking and toll charges, if any, may be claimed by producing the parking/toll slips.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

- (h). No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
- (i). Payment of any Government Tax/Duty in respect of the hired vehicle will be the liability of the contractor.
- (j). The hired vehicle must be in excellent running condition , without any unpleasant noise and without broken/damaged/dented parts having valid documents as per Public Vehicle Department, Government of West Bengal;
- (k). The hired vehicle must have necessary safety devices, pollution control, insurance and RTO norms as per Govt. Rule;
- (l). The hired vehicle should be cleaned on daily basis;
- (m). The hired vehicle should kept neat and clean condition with interiors and proper upholstery.

If any transport contractor/firm/agency/individual is willing to provide a brand new vehicle then they can submit a booking slip of the new vehicle and in the meantime till the delivery of vehicle, they may provide vehicle of similar make/class make of which should not be older than December,2016;

- (n). The hired vehicle should be provided with adequate fuel so that there will not be any stoppage of car on account of same;
- (o). The hired vehicle should have 'comprehensive' insurance coverage {responsible for damage, if any to Govt. property/individual or third party in case of accident will rest with the firm}. BBJ will not be responsible in any way for any accident damage to the vehicle or passenger or third party;
- (p). This being regular requirement, same registered vehicle should be provided to the officer/user throughout the contract. In case of exigency, breakdown or requirement for maintenance etc, alternate same type AC / Non AC Car in good condition shall be provided by the contractor/transporter/agency without extra cost with prior intimation to the concerned office/user and Ch. Manager(P&A)/DM(P&A) respectively;
- (q). Polishing of the hired car/vehicle will be done by the transport contractor/agency free of cost at the interval of 3(three) months during the contract period;
- (r). Seats of the hired vehicles should have cover of white towels and towels should be washed weekly.
- (s). The transport contractor must provide a Mobile Phone in working condition to the driver of the hired vehicle free of cost during the duty hours for proper communication;

12.0 DRIVERS OF HIRED VEHICLES SHOULD CONFIRM TO THE FOLLOWING STANDARDS:-

- (a) The Driver must have valid Driving License and should carry his valid driving license during duty hours;
- (b) Driver should have minimum **5 years Driving Experience** ;

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

- (c) Driver should always carry vehicle Registration Documents/vehicle Blue Book/Vehicle Pollution Clearance Certificate;
- (d) Driver should have Mobile Phone and always carries the same;
- (e) Driver should have full knowledge of the local addresses in Kolkata/Howrah and around user's residence and on the way from BBJ Registered Office/BBJ Heavy Plant Yard to the user residence and Government Establishments;
- (f) Driver should be properly dressed and well behaved.
- (g) Driver should have the working knowledge of Hindi and also Bengali and should be well-behaved;
- (h) Driver should be sober and decent to work with user and Government Officials;
- (i) Drivers should not be addicted;
- (j) It is the responsibility of the concerned driver to get signature of the user(s) before release the hired car.

13.0 SPECIAL CONDITIONS OF CONTRACTS :-

- (a) Intending bidder must have a telephone number(Landline and Mobile) and where the requisition of vehicle can be conveyed round the clock(24 hrs) for 365 days.
- (b). The contractor/ bidder will have full liability under sections of Motor Vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the hiring authority from such incidences.
- (c). The engagement and employment of drivers and payment of wages to them as per existing provision of various Labour Laws and Regulations is the sole responsibility of the Contractor and shall indemnify the hiring authority. Any breach of such Laws on Regulation shall be deemed to be breach of this contract.
- (d). Driver and Vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- (e). The contractor should send the vehicle for periodical servicing at the cost of the contractor. Hiring Authority will not pay and mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes , insurance etc will be the contractor liability.
- (f). In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/hold vehicles a copy of power of attorney/affidavit should be submitted within 7(seven) days of such change for such changed vehicles.
- (g). The transport contractor/Agency/Firm/Individual should be duly registered with concerned Central/State Govt. Authorities and should be

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

a well established Taxi Agency/Firm(hereinafter referred to as the agency/firm) preferably having experience to provide commercial vehicles to Central/State Govt. /PSUs, such vehicle providers should also submit details of other such Govt. Organizations to which they have extended similar service in the recent past as well as the present. The transport contractor/Agency/Firm should preferably have sufficient number of latest models of passenger commercial vehicles for hiring and a list of vehicles owned by the vendor and the details of the vehicle to be provided to this should be mentioned in the bid. Full-fledged office in Kolkata and Metropolitan area having facilities of telephone, fax, e-mail and official representative round the clock;

- (h). Awarded transporter/transport agency should intimate the name of contact person and his/her mobile number also the name of alternate contact person and his/her mobile number to convey message;
- (i) Transporter/transport agency should submit the attested copy of R.C., T.C.,and comprehensive Insurance document of the respective vehicle and driving license of the respective driver to our CM(P&A)/DM(P&A) respectively within 7(seven) working days after receipt of contract;
- (j) Penalties of Traffic Police/PCB to be borne by the awarded transporter/transport agency.
- (k) The transport contractor/firm/agency/individual should have good financial viability to cushion credit up to three months;
- (l) The vehicle to be deployed will not be used for any other commercial/personal purpose or any other purpose by the respective transport contractor/firm/agency;
- (m). Non reporting of hired car @5% per occasion against monthly bill will be deducted as penalty;
- (n). Late reporting of hired car more than 30 minutes will be deducted against monthly bill as penalty as Rs.300/- per occasion;
- (o). If hired car is not as per specified parameter(i.e. Model, AC, Upholstery, Towel, Seat Covers, Air Freshners, Cleaning, Dented or broken car, unusual noise condition) an amount of Rs.100/- per occasion per item will be deducted from monthly bill.
- (p). Driver's refusal to perform duty and missing from duty place an amount of Rs.1000/- will be deducted per occasion from monthly bill.
- (q). In case the performance of the awarded transporter/transport agency is not satisfactory, BBJ reserves the right to withdraw the relevant contract at any time during execution and get the job done through any other transporter/transport agency. In this event Security Deposit shall be forfeited and the agency shall be debarred in participating tender in future for 3(three) years.

14.0 SECURITY DEPOSIT:-

- a) For due fulfillment of the contractual obligation, the awarded transporter/transport agency shall furnish Security Deposit an amount of

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

10%(ten percent) of the value of the contract within 15(fifteen) days after receipt of works order in the form of Demand Draft/Pay Order, which will be valid till completion of contract.

b) The Security Deposit can be forfeited, **wholly or partly**, by order of the Competent Authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

15.0 PAYMENT TERMS :- 100% payment will be made on monthly basis within 30 days from the date of receipt of clear bill from the transporter/transport agency. The billing will be done on monthly basis. Bill preferably be printed and in duplicate in connection with the service shall be submitted to the office within the first week of each successive month.

16.0 SUBLETTING OF WORKS :- The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

17.0 JURISDICTION OF COURT :- The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

18.0 ARBITRATION :- In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

(ए. नियोगी) / (A. Neogi)
DGM(P-V)