



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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

TEL (033) 2439-7415, 2439-4114, 2439-6613, 2439-7413. FAX: +91 33 2439 7632 / 5607

E-mail : braithwaite_co@yahoo.com, web site: www.braithwaiteindia.com

CIN- 'U74210WB1976GOI030798'

TENDER ENQUIRY NO. BCL/AKK/PUR/CAR HIRING/2017-18/01

Dated 06.01.2017

To,
M/s.

Sealed Tenders in Two Bid System are invited for Engagement of Contractor for supply of 1 (one) no. "Ambassador Car" (make after February' 2011) with AC on rental basis in Clive Works as per tender conditions.

1. Closing of tender Box: 14.30 hrs. on 19.01.2017
2. Opening of Part-I bid of the tender: 15.00 hrs. on 19.01.2017

The offer should comprise of two parts as under: -

Part-I : Techno-commercial bid

Part-II : Price Bid

Both, Part-I & Part-II bids of the quotation shall be inserted in two (2) separate envelopes, being sealed and super-scribed. These two envelopes shall be put into 3rd envelope which should also be sealed and super-scribed our tender no., date, due date & box no. In case of hand delivery, the sealed tender shall be dropped directly in our Tender box no. 2 within due date of tender submission. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Sealed Tender is to be addressed to GM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata-700 043.

The techno commercial bid (Part-I) of the tender shall be opened on 19.01.2017 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender .The price bids of techno - commercially acceptable bidders only shall be opened for which opening date & time shall be intimated in due course.

For Braithwaite & Co. Ltd.

Contd.....P/2

A. In case of bidders quoting against website display, the following documents should be submitted along with the techno-commercial offer(Part-I).

a) Copy of Balance Sheet & Profit & Loss Accounts for last three years ending on 31.03.2016. The bidder should annual average turnover of Rs.2.48 Lakh during last 3 years ending on 31.03.2016. Documents related to past experience during last 7 years for ending on 31.12.2016 car rental jobs. The bidder should have executed one order of value Rs.5.82 Lakh or two orders each having value of Rs.4.13 Lakh or three orders each having value of Rs.3.31 Lakh.

b) Copy of Trade Licence, PAN, Service Tax Registration Certificate.

B. DESCRIPTION OF JOB:

Engagement of Contractor for supply of following car on rental basis in Clive Works:

01 (one) no. " **Ambassador Car**" (Make –after February' 2011) with AC. Model- 1800 ISZ, Petrol of BS –IV version, Crystal white colour. The car should be tip top conditions and should look as a new car.

C. The Techno-Commercial Bid (Part-I) :

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

EMD shall be submitted either in the form of DD / Pay Order drawn in favour of `BRAITHWAITE & CO. LTD.' payable at Kolkata or in the form Bank Guarantee. Firms registered with DGS&D, SSI units registered with NSIC, MSME Units for the tendered items and RDSO approved vendors and PSU units may be exempted from submission of EMD.

The earnest money 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.

Earnest Money 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 submission of security deposit or if so decide by the tenderer adjusted against Security Deposit for the said job.

2) SECURITY DEPOSIT:

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 of Bank Guarantee (as per format provided by the Purchaser)/ Demand Draft / Pay order which shall remain valid till completion of contract period plus 6 months for catering to Warranty / Guarantee period of spares. The amount of Security Deposit will be 5% of contract value.

The proceeds of the security deposit or proceeds on invocation of BG submitted as S.D. shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the 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.

In respect of Firms registered with SSI, NSIC, MSME Units, DGS & D, RDSO and PSU units SD may be waived.

As and when an amendment is issued to the contract, the contractor shall within 15 days of the receipt of such an amendment furnish to the purchaser an amendment to the security deposit.

3) Performance Guarantee:- The contractor shall also submit a Performance Bank Guarantee for a sum equal to 5% of the contract value after receipt of order and before receipt of first payment. The Performance Bank Guarantee shall remain valid up to contract period plus 6 months for catering to guarantee / warrantee period of contract. The Security Deposit, if submitted, can be converted Performance Bank Guarantee.

Submission of Performance Bank Guarantee (PBG) by RDSO approved vendors is waived in respect of purchase of raw materials, components, consumables for wagon, Bogies and Couplers.

PBG shall be returned/refunded only after successful completion of warranty period of the contract.

D. General Terms & Conditions and Technical Requirement for Car

- 1) No offer will be considered without EMD except exemptions mentioned in the tender.
- 2) Offer shall be valid for 90 days from the date of tender opening.
- 3) EMD will be returned on submission of required Security Deposit.
- 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) An unconditional acceptance of tender terms & conditions must be given along with your Techno-Commercial Offer (Part-I).
- 6) BCL reserves the right to postpone the due date of the tender / to cancel the tender at any stage.
- 7) The car shall be registered for commercial use only. Registration documents of the vehicles deployed may be submitted to BCL on demand.
- 8) Driver of the car to be deployed in BCL shall be well dressed, well behaved, should not be over-aged and should have mobile handset. The mobile nos. of drivers shall be given to BCL's Transport Deptt., Administration Deptt. and Security Deptt.
- 9) For the car, A.C. rate is to be quoted.
- 10) Monthly bill with all relevant daily duty slips & other documents are to be submitted within 15th day of immediately following month. In case bills are not submitted in the specified time, it will be presumed that the contractor will have no claim for that particular month and a token payment of Rs.1 (one) per day per car shall be paid. BCL also reserve the right to accept delayed bills with the approval of operating authority of BCL for a maximum of further 15 days, in exceptional cases with recorded reason.
- 11) Car reporting for duty shall have adequate fuel for running at least 150 km (approx.) on daily basis.
- 12) Service Tax shall be reimbursed by BCL to the contractor as per statutory rules against documentary evidence of payment.
- 13) The car must be provided in immaculate condition in respect of the Body, Engine and Interiors including painting. The cars shall be well maintained and shall have no defect. Following are also to be ensured for all cars:
 - a) The car should be properly washed & cleaned on daily basis before reporting to duty.
 - b) Seat Towels shall be provided and changed every week after cleaning.
 - c) Cabin light should be adequate for visibility.
 - d) Small fan inside cabin should be provided in case of requirement.
 - e) Interiors of the car should be properly decorated.
 - f) Wipers should be in operating condition.
 - g) Windows / doors should be properly functioning.
- 14) In case supplied car is not in immaculate & tip top conditions as required in the tenders, BCL reserve the right to replace such car within a reasonable time but not later than 2 days of such reporting.
- 15) The car should be in tip top condition with no complaint and shall have valid documents like Blue Book, Insurance, Pollution control Certificate, tax token etc. as required by statutory authorities.
- 16) Log Book and / or Daily Duty Slip against the car must be maintained in the prescribed format of BCL's Transport Department. The Log Book and / or Daily Duty Slip must be attached with monthly Bill for verification and release of payment.
- 17) The contractor should observe the rules & regulations prevalent under W.B. Motor Vehicle Act. Or any other laws for the time, being in force for the purpose of the Driver and Vehicle to be supplied.

18) Driver and Helper if any, shall be contractor's employees for all purpose. Drivers shall have valid driving licence and should not have any criminal record. In case of detection if any criminal record or such action on the part of driver, he shall be removed immediately with suitable replacement.

19) Toll Tax, Parking fee etc. shall be reimbursed to the contractor along with monthly bill accompanied the receipts with regard to the Toll Tax. Parking fee etc. Parking fee token, Toll Tax token etc. should be signed with date by the user of the car and to be enclosed with the monthly bill. However, subscriptions for Puja or misc. donations, penalty charged by Police or by other Govt. agencies (if any) during the contract period, shall be paid by the contractor.

20) Any claim by any person or authority, shall be settled by contractor including loss or injury or death to any third party and all liabilities resulting from the negligence or default of Driver / employee(s) shall have to be settled by the contractor.

21) The operating authority of the contract shall be In-charge Transport Deptt. / Clive Works.

22) In respect of any Bandh / Strike etc., contractor may be required to render additional services on telephonic message prior to that day at a pre-fixed time schedule (to be intimated earlier) for which, no extra payment shall be made.

23) All duty slips shall bear the name of the driver, car no., date and duty routes apart from other details as may be necessary.

24) Price quoted or ordered rate(s) should be remain firm upto end of contract. During the period of contract, no request shall be entertained for any hike in the rates due to any reason whatsoever.

25) Period of contract shall be 12 (twelve) months. However, BCL reserves the right to increase / decrease the contract period as per discretion of BCL..

26) The payment shall be made 100 % after 30 days from the date of receipt of monthly bill along with duty slip / log book, other relevant documents like Parking fees / Toll Tax etc. duly certified by Transport- in-Charge or his authorised representative. Monthly bills shall be submitted within 15th of subsequent month.

27) Liquidated Damages :- In the event of failure on the part of the contractor 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 vehiclewise by way of L.D. subject to a maximum limit of 10 % of the ordered value.

28) Risk Purchase :- In the event of failure on the part of the contractor to supply within the reasonable period of time as decided by the Purchaser. The Purchaser reserves the right to execute the job from other agency / agencies at contractor's risk and cost as per the order on 'Risk Purchase' basis and shall recover the extra cost thereof, if incurred.

29) 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 adjudicator of sole arbitrator. MD / CMD of BCL 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.

Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

30) BCL reserves the right to increase or decrease the ordered quantity during the currency of contract by not more than 30 % of the ordered quantity / value/ period at the same rate & terms. BCL also reserve the right to place repeat order upto 75% maximum of the ordered quantity / value/ period at the same rate and terms at the discretion of BCL.

31) BCL reserves the right to terminate the order/ contract with 7 (seven) days notice at any point of time in case non-performance / poor service.

32) Indemnity:- Bidder shall indemnify BCL against all claims in respect of their service / fulfilling contractual obligations in the event of non-compliance of statutory rules/traffic rules /obligations/ laws etc.

E. Special Terms & Conditions

1) The fixed monthly rent should be for the Car generally on a 12 hours per day basis for calendar days in a month. However, usage hours may be increased or decreased as per requirement of concerned official of BCL using the vehicle. The contractor shall provide the vehicle accordingly without any extra cost to BCL over & above the fixed monthly rate. The cost shall be inclusive of all fuel cost, maintenance, insurance permit, driver salary etc.

2) The vehicle shall be made available at the time indicated by the concerned official of BCL using the vehicle or the Transport- in – Charge. Besides, the vehicle shall also be made available as per requirement.

3) In the event of breakdown of the vehicle, the contractor shall provide alternative vehicle immediately.

4) In the event of failure to provide car as per user's requirement / instruction of BCL's transport deptt., BCL reserve the right to impose following penalty if an equivalent alternative arrangement is not made within one hour:

Deduction of Rs. 3000/= per car per day for the non-supplied car from the monthly bill of the contractor.

F) Price Bid - Part-II

a) Rate is to be quoted as per price bid format. Quoted rate shall consider all the terms & conditions of the Job.

b) Rate should be mentioned in figure as well as in words. In case of difference, rate quoted in words shall be considered.

c) No overwriting or correction will be allowed in the price bid. Bid will be treated as cancelled if any overwriting or correction is found in the price bid.

d) Quoted rate shall be exclusive of Service Tax which shall be paid extra at actuals as per Government rule.

e) Rate shall be for A.C. car.

f) Lowest bid shall be evaluated on the basis of lowest rate received per Car per Month as per price bid format.

g) Price Bid Format.**For job specified of Description of job.**

Description of Job	No. of Car	Period of Contract	Rate/CAR/Month in Rs. (exclusive service Tax)
Ambassador car with AC, Model – 1800 ISZ Petrol of BS-IV version, crystal white colour, as per terms & conditions of the tender.	1 (one) No.	12 months	

For, Braithwaite & Co. Ltd.,