



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)  
**HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,**  
TEL 2439-7415 / 4114 / 6613 / 7413, FAX :91 (033) 2439 7632 / 5607  
E MAIL: braithwaite\_co@yahoo.com, Website: braithwaiteindia.com  
**CIN: U74210WB1976G01030798**

**TENDER NO. BCL/RD/ VEHICLE (2000 CC) /2019**

**March 28, 2019**

To,  
M/s. \_\_\_\_\_

**“Sealed quotation in TWO bid types is invited for engagement of Transport Contractor / agency for supply of latest model of 4 nos. Commercial Vehicles manufactured in India not exceeding 2000cc on monthly / daily rental basis as per the following scope of work and terms & conditions.”**

The Tender should be submitted in **two bids** i.e. Part-I & Part-II.

1. Part-I : Techno-commercial Bid & EMD.
2. Part-II : Price bid.

Both the above-mentioned parts shall be inserted separately in 2 (two) sealed envelopes:

Envelope 1: Super scribing tender number and Part No. i.e. **Part-I**

Envelope 2: Super scribing tender number and Part No. i.e. **Part-II**

Envelope 3: Both the envelopes 1 and 2 are in turn to be put in another i.e. Third envelope and this envelope should be superscripted prominently as **“TENDER FOR HIRING OF CARS, Tender Number BCL / RD / VEHICLE (2000 CC) / 2019 dated 29.03.2019”**. All the three envelopes 1, 2 & 3 are to be duly sealed.

The sealed envelope should be addressed to Sr. Manager (Purchase), M/s. Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 to be dropped in person / by post in the specific **Tender Box No. 2** but must reach us positively within **10.04.2019 (due date) by 2.30 P.M.** Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be **opened on 10.04.2019 at 3.00 P.M.** During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in which both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.

Offers can also be submitted by downloading the tender document displayed in our website [www.braithwaiteindia.com](http://www.braithwaiteindia.com). However, such bidders should fulfill the conditions as specified in the tender.

### **A. DESCRIPTION OF JOB:**

Engagement of Transport Contractor / Agency for supply of latest model of 4 nos. **Commercial Vehicle** manufacture in India, not exceeding 2000 CC on monthly / daily rental basis for the use of CMD, Directors & Sr. level Guests etc..

The **Model** of Cars shall be **Honda City / Maruti Ciaz / Hyundai Verna OR any equivalent model** and the same shall be not registered more than one year old.

The cars shall be the above-mentioned model and all in diesel version having valid documents. The cars must be provided in immaculate / tip-top condition and followings are to be maintained:

- The cars should be properly washed & cleaned on daily basis.
- Seat Towels shall be provided in a neat & clean condition and changed twice a week.
- Interiors of the car should be properly decorated.
- Air Fresheners should be provided in the car.
- Car should always fill in adequate fuel / diesel for travelling long distance.
- Car must carry toolbox.
- Tissue paper should be available in the car.
- Driver should be provided in the Uniform (White Shirt & Paint) and no duty shall be performed without uniform.

**B. SPECIAL TERMS & CONDITIONS AND TECHNICAL REQUIREMENT:**

1. The cars shall be registered for **commercial use only**.
2. The cars to be deployed for duty **should not be registered more than one year old**.
3. All the cars 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.
4. In case supplied cars are not in immaculate & tip top conditions as mentioned above, BCL reserves the right to ask to replace such cars within a reasonable time and Contractor / Agency should replace not later than 2 days of such reporting.
5. Drivers of all cars to be deployed in BCL shall be well dressed (uniform), well behaved, having good eyesight, should not be over-aged and should have mobile handset. The mobile nos. of drivers shall be given to users of the car, PS of the respective Directors, Administration Deptt. and Security Deptt.
6. The Drivers shall abide by the instructions by user of the car or any other Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations, so as to ensure safety of the passengers.
7. The drivers should also have knowledge of car mechanism so, as to rectify minor faults occurring during running of Car.
8. The Driver on duty shall keep all relevant documents with the Car.
9. The driver shall always remain with the vehicle during the time of duty and in case of any urgency, he should seek permission of the user before leaving the vehicle.
10. In case of misbehaviour by the drivers, the contractor has to take immediate action and the decision of BCL's representative in this regard will be final and binding.
11. 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.
12. **The cars required to be supplied for 7 days in a week and full days in a month**, in general. The cars may also be required on Holiday on demand. The vehicles may be required to work beyond scheduled duty hours as per day-to- day requirements.
13. The contractor should observe the rules & regulations prevalent under W.B. Motor Vehicle Act. and / Or any other laws as applicable, being in force for the purpose of the Driver and Vehicle to be supplied.
14. Driver shall be contractor's employees for all purposes. Drivers provided by the Contractor should have valid Driving License and should not have any criminal record. In case of detection of any criminal record or such action on the part of driver, he shall be removed immediately with suitable replacement.
15. 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) of the contractor shall have to be settled by the contractor.
16. Should the vehicle deployed meet with an accident, no claim on account of damage to the vehicle or the persons travelling in such vehicle including the employees of the contractor, driver/s cleaner of the vehicle shall be entertained by the company.
17. Should the vehicle deployed by the contractor meet with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall be liable to make good such losses in the manner as prescribed by the company.
18. **All expenses towards salary of driver(s) maintaining Minimum Wages, proper dress (uniform) of driver, repair & maintenance, engine oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the contractor.**
19. Penalty levied by any Government Department / Statutory body for violation of any norms or regulation shall be sole responsibility of the contractor. BCL in no way will be responsible for such payments.
20. The vehicle may be used anywhere in the State of West Bengal.
21. 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. Contractor should be capable of supply cars as required by BCL on telephonic message on all normal working days.

22. Parking / Toll Charges: Toll Tax, Parking fee etc. shall be reimbursed to the contractor on production of valid receipt duly vetted by the car user. 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 and no reimbursement by BCL in this regard shall be made.
23. The contractor must change the Driver / Car, if found unfit by the user / BCL.
24. The actual mileage & time will be calculated from reporting point to releasing point. A lead time of half an hour each way and 5 Km. each way will be considered extra for garage in & garage out as duty hours each day and is included in the total duty hrs in day.

**25. PENALTIES:**

Sl. No	Details	Penalty in Rupees
1	Late arrival (beyond 15 minutes from reporting time) on any day on written report by the user.	100.00
2	Beyond three such delays in a week	500.00
3	Failure to provide any car as may be required on daily / demand basis or on any working day in a month.	1800.00
4	Un-cleanliness of vehicle reported	100.00
6	Car not functioning / breakdown – Contractor to arrange alternative vehicle immediately / within one hour (depending upon the case) – If not provided.	500.00
7	Repetition of the same (Sl. No.6) for more than three occasions in a month Recurrent occurrence of the same beyond one month.	3000.00 may lead to termination of the contract.
10	In case, fuel is in-adequate on any occasion, penalty on each occasion will be	1200
11	Drivers without Uniform reported	100/- per day

26. Only one rate shall be applicable irrespective of make / model of the vehicle indicated in this tender. Bidder should submit confirmation in this respect in part-I Techno-commercial bid.

**C. GENERAL TERMS & CONDITIONS:**

1. **Rate:**

- (a). The payment shall be made on lump-sum monthly rate as specified in price bid.
- (b). On placement of order, price shall be subject to Price Variation towards increase / decrease in the price of Diesel (HSD) during currency of contract. The price is variable to the extent of actual distance transported in KM for a consignment as per the formula mentioned hereunder:

$$\text{Price Variation Amount due to Diesel Price variation} = P = \frac{X_1 - X_0}{12} \times \text{Transported distance in Km.}$$

Where  $X_0$  = Base Price of Diesel (HSD) for Kolkata of any PSU Oil Company as on the date of tender shall be the base price.

$X_1$  = Average price of Diesel (HSD) on the first of the month to which the bill pertains.

Due to daily variation of diesel price, the **average price** for the respective month will be calculated on the basis of average of daily prices as published in IOCL's website and will be considered for PVC calculation.

Bidders shall note that average millage of the cars for calculating above price variation has been considered as 12 km per litre.

- (c) GST shall be paid extra by BCL to the contractor as per statutory rules against documentary evidence of payment.
2. The contract period shall be **12 months from the date of order**, which may extend for further **one year period** as per requirement subject to satisfactory performance of the contractor as per discretion of BCL. However, price variation clause will be applicable from the date of award of work for the increase or decrease in the Diesel rate.

3. The duties and timings for all the cars shall be as decided by respective officials of Directors.
4. If any of the terms and conditions provided herein or any direction issued is not compiled with or contractor / agency is found to have committed any breach thereof, the contract shall be terminated and security deposit will be forfeited. The decision of BCL in this regard shall be final. BCL also reserves the right to short-close the order at any point of time due to unforeseen reasons.
5. Risk Purchase: In the event of your failure or delay to complete the job within the reasonable period of time as decided by the Purchaser, BCL reserves the right to get the job done by other agency / agencies as per the order on "Risk Purchase" basis and shall recover the extra cost thereof, if incurred on the contractor.
6. Arbitration: All questions, disputes or differences whatsoever shall arise between the purchaser and the contractor / 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. CMD shall have the right and authority to appoint an arbitrator who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.  
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, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.
7. The purchaser reserve the right to increase or decrease the ordered value / quantity during the currency of contract by not more than 30% of the ordered value on the same price and terms and conditions.
8. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
9. Certification of bill: The bills shall be certified by personnel dept. or PS of respective officials based on all relevant daily duty slips & other documents. Payment / Certification will be made on basis of actual mileage & time and the same shall be calculated from the reporting point to release point plus half an hour each way and 5 km. each way extra for Garage-in & Garage-out.
10. The cars are on monthly rental basis and the contractor will be entitled to get full monthly rental charges irrespective of uses of car by concerned officer / user.
11. Payment Terms:  
Payment shall be made with 30 days credit from the date of submission of certified monthly bill along with duty slip and or / log book of each month. In case of any reimbursement of parking fee, toll tax etc., the documents for the same are to be enclosed with the monthly bill duly certified by the users or any authorised person.
12. Security Deposit:  
For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase order in the form of DD / pay order/ Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the order value.
  - Security Deposit will be discharged and returned to the contractor only on successful completion of contract period.
  - 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.
  - 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 and / or Bank Guarantee rendering the same valid for the contract amended.
  - Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.
13. Performance Bank Guarantee:  
The contractor shall have to submit Performance Bank Guarantee for 5 % of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee is mandatory irrespective of non- submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance Bank Guarantee shall remain valid upto contract period. The Security deposit, if submitted, may be converted to performance Guarantee. In case of Security Deposit is submitted, no performance Guarantee is to be submitted.

14. The bidder (s) should submit a declaration along with the offer stating that there is no proposal under consideration by them with regard to change of their name / organizational status nor their name / organizational status has been changed as on date of opening of the tender. In case there is a change in the name / organizational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD / equivalent amount.
15. No incidental charges shall be payable.
16. BCL also reserve the right to advise the contractor for deployment of additional vehicle to BCL's other units / sites in and around Kolkata within the same contract rate & terms in case of necessity and if found advantageous. For this purpose BCL may issue separate orders during currency of the contract if necessary.

**Note:** *The bidders may contact Transport Dept. of Clive Works regarding the jobs and for any query to clarify the scope of work on any working day except Sunday & Holiday, before quoting. No claim in this regard shall be entertained afterwards.*

- (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.
- (2) MSE vendors may opt for submission of S.D. or PBG as per their choice.

**D. Bidders who are quoting against website display should submit all papers related to their credential and meet following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:**

- Proof of past performance regarding Supply of Commercial Cars on rental basis in Government organizations/ PSUs / Private organizations.
- Audited / Chartered Accountant Certified Balance sheet & Profit & Loss Account for last three (3) years, PAN copy, GST registration certificate etc.
- Experience of having supply of cars for three similar executed works each costing not less than Rs.11.90 lakh **OR** two similar executed works each costing not less than Rs.14.88 lakh **OR** one similar executed works costing not less than Rs.23.80 lakh.
- Copies of purchase order of similar type of jobs carried out with Government organizations, PSUs or reputed Private Companies.

**E. TECHNO-COMMERCIAL BID & EMD (PART-1):**

**1. Earnest Money Deposit (EMD):**

The bidder shall have to submitted of **Rs.25,000/-** (Rupees Twenty Five Thousand Only) towards Earnest Money (EMD) by Demand Draft / Pay Order / Bank Guarantee in favour of Braithwaite & Co. Ltd. payable at Kolkata. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of the tender. No offer will be accepted without EMD except exemption as mentioned in the tender.

However, for SSI units with single point registration with NSIC / MSME or registered with DGS & D / RDSO for items tendered or for PSU units, submission of EMD and security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the item tendered.

EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of their offer.

Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of S.D or if so decided by the tenderer adjusted against security deposit for the said job.

EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

2. Validity: Offer should remain valid for a period of 90 days from the date of opening of this tender.
3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, no correction is allowed in price bid.
4. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.
5. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.
6. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise, tender will be considered as invalid.
7. Bidders shall submit a copy of un-priced bid (i.e. a copy of price bid without any price figure in relevant columns, but marked quoted) along with Techno-Commercial Bid.
8. Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.
9. NSIC / MSME/SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted.
10. The contractor shall not assign or sublet the contract either in part or full to any other person / agency.
11. In case of splitting is decided by BCL, if required, the quantity shall be distributed as per suitable of BCL. In that case, Decision of BCL shall be final and binding to all the bidders in this matter.
12. **An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer or submit the tender document duly signed & stamped as a token of acceptance of tender terms. In case, the L-1 bidder does not submit unconditional acceptance / does not agree to all terms & conditions of the tender / is not techno-commercially eligible, his bid will be rejected and next bid (s) will be considered for evaluation.**

**F. PRICE BID (PART-II):**

Price Bid in 2<sup>nd</sup> part of the tender should contain only Price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in Price part.

Price shall be submitted only as per the following Price Schedule format.

1. Rate(s) should be quoted both in words & figures. In case of any discrepancy in rates quoted in words & figures, the rates quoted in words shall be considered.
2. Price should be free from any condition.
3. Any correction / erasing / over-writing in price, will be considered strictly as cancelled.
4. **Lowest bid shall be evaluated based on the rates quoted by a bidder as per Price Bid Format for supply of cars on monthly basis.** However, bidder should also quote price for supply of car on per day basis against emergency & as and when requirement separately and the same shall not be considered for L-1 evaluation but the order may be placed on original L-1 bidder (if splitting decided).
5. Rates quoted above shall be inclusive of all applicable statutory levies except GST. GST shall be paid as extra as per documentary evidence.
6. **Only one rate as per price bid format is to be quoted irrespective of make / model of the car as per tender conditions.**

Sl. No.	Description	Quantity in car month	Monthly Rate per Car in Rupees (Including of all charges but excluding GST).
1	<b>Supply of latest model of 3 nos. commercial vehicle manufactured in India not exceeding 2000cc on monthly rental basis.</b>	(3 nos. Car per month x 12 months) i.e. <b>36 car month</b>	
	Lump-sum monthly rate of car for distance travelled up to 3000 Kms and 360 hours duty in a month.		
	Extra Km rate (beyond 3000 Km / month)		
	Extra Hrs. rate (beyond 360 hrs. duty / month)		

Sl. No.	Description	Quantity in car day	Per Day Rate per Car in Rupees (Inclusive of all charges but excluding GST).
2	<b>Supply of latest model of 1 no. commercial vehicle manufactured in India not exceeding 2000cc on PER DAY basis against emergency / as &amp; when requirement.</b>	(1 no. Car per day x 12 months) i.e. <b>12 car day</b>	
	Per day rate per Car for distance travelled up to 80 Kms and 8 hours duty in a day.		
	Extra Km rate (beyond 80 Km / day)		
	Extra Hrs. rate (beyond 8 hrs. duty / day)		

**Note:**

- The payment for extra hour or km in will be made on the basis of actual amount against extra hour or extra km, whichever is higher.
- In case (for emergency case), the car is used for more than 8 hours & 80 Km. in a day, payment for extra hour (beyond 8 hours) or km (beyond 100 km.) will be made on the basis of actual amount against extra hour or extra km, whichever is higher.

“DECLARATION OF THE TENDERER”

1. That I / We \_\_\_\_\_ am/ are hereby submit tender to the company to enter in to rate contract for providing vehicles on hire for total contract period including extension if any.
2. That I / We agree to provide vehicles registered for commercial purpose and those not registered more than one year old, if awarded the contract for supply of cars on hiring basis.
3. That I am / We, are well acquainted with the facts about the firm and the information provided in the tender form is true and correct.
4. I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.
5. In case of any dispute, the Jurisdiction will be Kolkata only.
6. I / We have carefully read the General and Special terms and conditions for providing vehicles on hire for the period from date of contract to contract period and I / We, solemnly declare that the terms & conditions are acceptable to me / us & binding on me / us.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: \_\_\_\_\_

Full address with seal & stamp: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Sample Calculation of Price Variation Amount (on assumed figure basis)**

Contract Rate = Rs.30, 000/- per car per month, excl. GST  
(for average 3000 Km. & 360 hrs.)

Extra hour rate = Rs.100/- per hr.

Extra Km rate = Rs.10/- per Km.

Actual mileage executed in April'18 = 3500 Km for a car 'X' (assumed)

Actual Hours executed in April'18 = 390 Hrs for the same car (assumed).

X0 = Base price of Diesel (HSD) for Kolkata as per IOCL's website for Jan'17 = Rs.58.10 per Ltr.

X1 = Diesel (HSD) price for Kolkata as per IOCL's website for April'18 = Rs.62.50 per Ltr.

$$\begin{aligned} \text{Price variation in hire charges per Km.} &= P = \frac{62.50 - 58.10}{12} \\ &= \text{Rs.0.36} \end{aligned}$$

Price variation amount for mileage of 3500 Km. =  $3500 \times 0.36 = \text{Rs.1260/-}$

Extra Amount for excess Km. of (3500 – 3000) i.e. 500 Km x Rs.10/- = Rs.5000/-.

Extra Amount for excess hours of (390 – 360) i.e. Rs.30 x Rs.100/- = Rs.3,000/-

Total Amount payable for Car 'X' including PVC for the month April'16 = Rs.30,000/- + Rs.1,260/- + Rs.5,000/- (**is applicable being higher**) = Rs.36,260/-

-----