



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

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CIN: U74210WB1976GOI030798

Tender No.: BCL/RD/CAR-VW/2019

March 19, 2019

To,
M/s.

“Sealed offers are invited for supply of 2 nos. Cars on rental basis in BCL’s Victoria Works as per tender 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**

Envelope3: 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 SUPPLY OF CARS FOR VICTORIA WORKS, Tender Number BCL / RD / CAR-VW/2019 dated 19.03.2019, Box No.2 and Due date 02.04.2019 ”**. 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. LIMITED. 5, Hide Road, Kolkata-700 043 may be dropped in our **Tender Box No 2** (in case of hand delivery) or may be sent by Registered post but must reach us positively within 02.04.2019 (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 (Part-I) shall be opened on 02.04.2019 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.

A. DESCRIPTION OF JOB:

Supply of 2 (Two) Nos. Diesel Cars i.e. One is **Maruti Swift Dzire** for the official use of Works Manager (I/C) – CW & VW and another one is **Ambassador car** for several important requirements like Emergency Medical Requirement, chasing and collection of materials for production of CW & VW on emergency basis, attending meeting with Railway Officials at RDSO, CMM (BI) and other activities of Victoria Works.

The cars shall be the above-mentioned models or equivalent / higher model and all in diesel version having valid documents. The cars must be provided in immaculate / tip-top condition in respect of the Body, Engine and Interiors including painting and followings are to be maintained:

- The cars should be properly washed & cleaned on daily basis before reporting to duty.
- Seat Towels shall be provided and changed every week for the car for use of Works Manager (I/C) – CW & VW.
- Interiors of the car should be properly decorated.
- Car should always fill in adequate fuel / diesel for travelling long distance.
- Air Fresheners in working conditions should be provided in the car of Works Manager (I/C) – CW & VW

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

1. 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:

a) FINANCIAL ELIGIBILITY:

The bidder should have average turnover of Rs. 5.22 lakh during last three years ending on 31.03.2018 and also should have earned net profit in any of the last three years. The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss accounts for the last three years.

b). TECHNICAL ELIGIBILITY:

i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending 31.03.2019 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs.6.96 lakh

OR

Two similar executed works each costing not less than Rs.8.70 lakh

OR

One similar executed works costing not less than Rs.13.92 lakh

The term "**similar works**" means works of following nature:

- Supply of Cars on rental basis in Government organizations/ PSUs / Private organizations.
- Bidder should submit a copy of Work Order / Purchase Order & completion certificates / certified bills that the tenderer has successfully executed the same as per the above technical eligibility criteria.

ii). Bidder should have GST. Copy of the same is to be enclosed with the Techno- commercial Bid. However, those are exempted from GST Registration, should submit documentary evidence with techno-commercial bid for exemption of GST.

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

The bidder shall have to submitted of Rs.10,000/- (Rupees Ten 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.

3. Validity: Offer should remain valid for a period of 90 days from the date of opening of this tender.
4. 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
5. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.
6. BCL shall reserve the right to cancel the tender at any stage.
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. An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.

C. SPECIAL TERMS & CONDITIONS AND TECHNICAL REQUIREMENT:

1. The cars shall be registered for commercial use only.
2. The cars to be deployed for duty in BCL should not be registered before 2015.
3. The cars shall be suitable for carrying at least 4 (four) passengers comfortably and the Contractor shall put into service only Cars in good conditions and comprehensively insured with nice interior, noiseless drive and in perfect running conditions. The authorized representative of BCL can reject use of any car if it fails to satisfy any of the stipulated.
4. 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.
5. In case supplied cars are not in immaculate & tip top conditions as required, BCL reserves the right to ask to replace such cars within a reasonable time and contractor should replace not later than 2 days of such reporting.
6. Drivers of all cars to be deployed in BCL shall be well dressed, well behaved, having good eyesight, 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 of Victoria Works.
7. The Drivers shall abide by the rules laid down by the Transport Authority 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.
8. The drivers should also have knowledge of car mechanism, so as to rectify minor faults occurring during running of Car.
9. The Driver on duty shall keep all relevant documents with the Car.
10. 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.
11. In case of misbehavior 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.
12. 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.
13. The contractor has to supply the car required by the Company on demand of Transport Dept. of VW.
14. For uses of Works Manager (I/C) – CW&VW, the car required to be supplied for 7 (seven) days in a week, in general or as per requirement including Sunday / Holiday on demand. The car may be required to work beyond scheduled duty hours as per day-to-day requirements. However, another car required for uses of Office duty for 6 (six) days in a week.
15. 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.
16. Failure to maintain time schedule at respective point (s) will render this contract liable for cancellation at contractor's cost or any penal action as deemed fit by BCL
17. Driver and Helper if any, 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, if any, criminal record or such action on the part of driver, he shall be removed immediately with suitable replacement.
18. 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.

19. 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.
20. 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.
21. All expenses towards salary of driver(s), 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.
22. 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.
23. The vehicle may be used anywhere in the State of West Bengal.
24. 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. You should be capable of supply cars as required by BCL on telephonic message on all normal working days.
25. All duty slips shall bear the name of the driver, car no., date and duty routes apart from other details as may be necessary.
26. Only one rate shall be applicable irrespective of make / model of the vehicle indicated in this tender.
27. **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.
28. The contractor must change the Driver / Car, if found unfit by the user.
29. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
30. The operating authority of the contract shall be Works Manager (I/C) – CW & VW.
31. The actual mileage & time will be calculated from garage to place of reporting / releasing of vehicle. 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.
32. **PENALTIES:**
In the event of failure to provide any car as may be required on daily / demand basis or on any working day in a month affecting pick-up duties / other official duties, BCL reserve the right to impose following penalty:

Sl. No	Details	Penalty in Rupees per instance
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 on written report by the user.	100.00
5	Repetition of same for more than one occasion in a week	250.00
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.
8	In-experienced driver or driver with poor knowledge / bad behavior on written report by the user.	250.00
9	Recurrent occurrence of the same	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	Milo meter should be in operational condition. In case the meter is found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. Failure of the same beyond one occasion	500.00

D. GENERAL TERMS & CONDITIONS:

1 Rate:

- (a). The payment shall be made on lump-sum monthly rate as specified in price bid.
- (b). Non – AC rates are to be quoted as price Bid Format.
- (C) The ordered rate shall remain FIRM till completion of the job. However, in case of increase / decrease in the price of Diesel (HSD), the price is variable to the extent of actual distance travelled during the month as per the formula mentioned hereunder:

$$\text{Increase / Decrease in hire charges per km} = P = \frac{X_1 - X_0}{12}$$

for kolkata as published by any PSU oil Company in their website.

Where X₀ = Base Price of Diesel (HSD) for Kolkata of any PSU Oil Company as on the date of tender shall be the base price.

X₁ = 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 diesel 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.

A sample calculation for above price variation is enclosed at **Annexure – 'A'** for information of the bidders.

- 2. All bidders should have GST Registration and copy of the same shall be submitted along with Techno-Commercial bid. However, those are exempted from GST Registration, should submit documentary evidence with techno-commercial bid for exemption of GST.
- 3. The contract period shall be valid for a period of 2 (two) years from the date of order, which can be extended for another 1 (one) year period 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.
- 4. BCL reserve the right to increase or decrease the ordered period / quantity / value during the currency of contract by not more than 30% on the same price and terms and conditions.
- 5. If any of the terms and conditions provided herein or any direction issued is not complied 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.
- 6. The entire job shall be awarded to one contractor only. The duties and timings for both the cars shall be as decided by user / Victoria Transport Deptt.
- 7. BCL reserves the right to terminate the contract with 15 days notice if, the contractor's performance is found unsatisfactory. BCL also reserves the right to short-close the order at any point of time due to unforeseen reasons.
- 8. 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 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.
- 9. **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 Security Deposit is submitted, no performance Guarantee is to be submitted.
- 10. **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.
- 11. **Arbitration:** All questions, disputes or differences whatsoever if arise between the purchaser and the contractor 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. MD / CMD - 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 purchase order.

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.
- 12. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 13. **Payment Terms:**

Payment shall be made with 30 days credit period 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.

The bills shall be certified by In-charge (Transport) / VW and finally by Works Manager (I/C) – CW, VW .
- 14. The cars are on monthly rental basis and the contractor will entitled to get full monthly rental charges irrespective of users of car by concerned users.

E. PRICE BID (PART-II):

- Price Bid in 2nd part of the tender should contain only Price and 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. Bidder should quote rates as per Price Bid format considering scope of work and all terms & conditions of the tender.
 3. Price Bid should be free from any condition.
 4. Any correction / erasing / over-writing in price bid, will be considered strictly as cancelled.
 5. Lowest bid shall be evaluated Group-wise individually based on the rates quoted by a bidder as per Price Bid Format for supply of cars on monthly basis.
 6. Rates quoted above shall be inclusive of all charges applicable for the jobs except GST. GST shall be paid as per prevailing Rules as applicable.
 7. Extra Kilometer / hour rate will be payable beyond 2500 Kms. / 300 hours after considering actual running of the car for the month. The payment for extra hour or km will be made on the basis of actual amount against extra hour or extra km, whichever is higher.

GROUP A:

Description	Monthly Rate per Car in Rupees
Hiring of 1 No. <i>Maruti Swift Dzire</i> Car on daily basis for two years contract on monthly rental basis for the official use of Works Manager (I/C) – CW&VW.	(Inclusive of all charges but excluding GST).
Lump-sum monthly rate per car for distance travelled up to 2500 Kms and 300 hours duty in a month.	
Extra Km rate (beyond 2500 Km / month)	
Extra Hrs. rate (beyond 300 hrs. duty / month)	

GROUP B:

Description	Monthly Rate per Car in Rupees
Hiring of 1 No. Non-AC Diesel AMBASSADOR Car on daily basis for two years contract on monthly rental basis for Official daily duty.	(Inclusive of all charges but excluding GST).
Lump-sum monthly rate per car for distance travelled up to 2500 Kms and 300 hours duty in a month.	

“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 before 2012, 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 2500 Km. & 300 hrs.)

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

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

Actual mileage executed in April'18 = 3000 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 = Rs.58.10 per Ltr.

X1 = Diesel (HSD) price for Kolkata as per IOCL's website = 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 3000 Km. = $3000 \times 0.36 = \text{Rs.1080/-}$

Extra Amount for excess Km. of (3000 – 2500) i.e. 500 Km x Rs.10/- = Rs.5000/-.

Extra Amount for excess hours of (390 – 300) i.e. Rs.90 x Rs.100/- = Rs.9000/-

Total Amount payable for Car 'X' including PVC for the month April'16 = Rs.30,000/- + Rs.1080/- + Rs.9000/- **(is applicable being higher)** = Rs.40,080/-