



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)
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CIN: U74210WB1976GOI030798

TENDER NO. BCL/RD/ CAR /2018

July 4, 2018

To,
M/s. _____

“Sealed quotation in single bid type (PRICE WITH TERMS & CONDITIONS) is invited for engagement of contractor / agency for supply of latest model of 1 no. commercial vehicle manufactured in India not exceeding 2000cc on monthly / daily rental basis as per the following scope of work and terms & conditions.”

Quotation is to be submitted in SINGLE BID type i.e. price bid along with terms & conditions in sealed envelope, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 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 13.07.2018 (due date) by 2.30 P.M. The offer shall be opened on 13.07.2018 at 3 P.M. You are requested to present during opening of tender on 13.07.2018 at 3 P.M.

A. DESCRIPTION OF JOB:

Engagement of Contractor / Agency for supply of latest model of 1 no. commercial vehicle manufacture in India, not exceeding 2000 CC on monthly / daily rental basis for the use of CMD.

The cars shall be the above-mentioned model and all in diesel version having valid documents. The cars for **uses of CMD** 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 and changed every week.
- Interiors of the car should be properly decorated.
- Air Fresheners in working condition 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.

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 in BCL should not be registered before 2016.
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 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.
5. 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 users of the car, BCL's Transport Deptt., Administration Deptt. and Security Deptt.
6. The Drivers shall abide by the instructions 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.
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, 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), 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	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

C. GENERAL TERMS & CONDITIONS:

1. 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 submission.
2. BCL shall reserve the right to cancel the tender at any stage.
3. 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.

4. **Rate:**

- (a). The payment shall be made on lump-sum monthly rate as specified in price bid.
- (b). 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:

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

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.

5. GST shall be paid extra by BCL to the contractor as per statutory rules against documentary evidence of payment.
6. The contract period shall be **12 months from the date of order**, which may extend for further period as per requirement subject to satisfactory performance of the contractor as per discretion of BCL.
7. The duties and timings for all the cars shall be as decided by CMD officials.
8. 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. BCL also reserves the right to short-close the order at any point of time due to unforeseen reasons.
9. 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.
10. 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.
11. 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.
12. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
13. Certification of bill: The bills shall be certified by personnel dept. or PS of CMD based on all relevant daily duty slips & other documents.
14. 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.

15. Payment Terms:

Payment shall be made within 30 days 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.

16. 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.

17. 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.

18. 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.

Unconditional acceptance of all notes, terms & conditions of the tender, must be given along with tender.

D. PRICE SUBMISSION:

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.
6. Rates quoted above shall be inclusive of all applicable statutory levies except GST. GST shall be paid as extra as per documentary evidence.

Description	Quantity in car month	Monthly Rate per Car in Rupees (incl of all charges but exclu GST).
Hiring of INNOVA on monthly rental basis.	12 months	
Lump-sum monthly rate of car for distance travelled up to 3000 Kms and 350 hours duty in a month.		
Extra Km rate (beyond 3000 Km / month)		
Extra Hrs. rate (beyond 350 hrs. duty / month)		

Note:

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.