

**INTRODUCTION:-**

Tender from reputed organisers or their any authorized Dealer / person having his / their office in or around Kolkata for supply of 2 nos. Semi-Deluxe Bus for 1year on regular basis considering all 7 days in a week

1. **Cost of one copy tender document (non-transferable) : Rs. 100/-**
2. Issue of Tender Documents: Any working day (Except Sunday & Holiday) between 10.00 AM to 3.00 P.M.
3. Closing of tender Box at 3.00.P.M. on **10.03.2006 (due date)**
4. The tender should comprise of parts as under:
  - (a) Part-I : Credential & Techno-commercial Bid
  - (b) Part II : Price Bid

All these parts shall be inserted in 2 separate envelopes and these two envelopes shall be put into a 3<sup>rd</sup>. envelope and all the three envelopes shall be super scribed with our tender No., Date and Due ate.

5. Opening of part-I & part-II of the tender at 3.30 PM on **10.03.2006**.

Scaled Tender, address to **Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-43.** may be dropped in our **Tender Box No. – 01** (in case of hand delivery) or may be sent by registered post but must reach us positively within due date by 3.00 PM.

6. Braithwaite reserves the right to accept / reject / split any or all Tender in part or full without assigning any reason whatsoever.
7. Tender document can also be available from our web-site [www.braithwaiteindia.com](http://www.braithwaiteindia.com) by **downloading the same**. But, in that case, a payment of Rs.100/- (towards the cost of tender documents) by Pay Order / DD, must be submitted along with the tender ( in Part-I).
8. Bidder(s) are requested to confirm their submission of tender with purchase deptt. while dropping the same into the box and to attend and get witnessed with due acknowledgement at the time of opening tender at scheduled time on due date as mentioned above.
9. Successful bidders are also requested to attend the price bid opening which shall be intimated in due course.

1. **SCOPE OF WORK:**

“Supply of 2 (two) Buses semi-deluxe type, having 26 seats (at least) exclusively for adult passengers on hired basis for our Officers & NUS’ of Clive Works, Victoria Works & Head / Corporate office **to bring to works / office from points and from works / office to drop at points one in South route and another in North route** as per the schedule given below”.

Pick-up / Dropping timings against respective points in each route is appended:

(A) **South Route:**

Places / Destination	1 <sup>st</sup> . Trip (Incoming – Works)	2 <sup>nd</sup> . Trip (Incoming – Office)	3 <sup>rd</sup> . trip (Outgoing – all)
a) Ruby Hospital	- xxxxxxxxxx -	8 – 40 A.M. -	xxxxxxx
b) Garia More ( 5 & 6 no. Bus terminal )	- 7 - 00 A.M. -	xxxxxxx -	6 – 15 P.M
c) 45 no. Bus stand	- 7 – 03 A.M. -	xxxxxxx -	6 – 13 P.M
d) Baghajatin	- 7 – 06 A.M. -	xxxxxxx -	6 – 10 P.M
e) 8B bus stand (Jadavpur)	- 7 - 10 A.M. -	xxxxxxx -	6 – 05 P.M
f) Dhakuria Bridge	- 7 - 15 A.M. -	8 – 54 A.M. -	5 - 58 P.M
g) Bijan Setu	- 7 - 20 A.M. -	8 - 46 A.M. -	5 – 50 P.M
h) Kashba Dolna Scool	- xxxxxxxxxx -	8 – 45 A.M. -	xxxxxxx
i) Gariahat Junction	- 7 – 25 A.M. -	8 – 49 A.M. -	5 – 45 P.M
j) Goal Park	- xxxxxxxxxx -	9 – 02 A.M. -	5 – 40 P.M
k) Rashbehari Avenue	- 7 – 30 A.M. -	9 – 07 A.M -	5 – 30 P.M
l) Hazra Park	- 7 – 35 A.M. -	9 – 10 A.M. -	5 – 25 P.M
m) Remount Road	- 7 – 45 A.M. -	9 – 17 A.M -	5 – 12 P.M
n) Victoria Works	- 7 – 50 A.M. -	9 – 22 A.M. -	xxxxxxx
o) Clive Works	- 7 – 55 A.M. -	9 - 25 A.M. -	5 – 00 P.M

(B) **North Route:**

Places / Destination	1 <sup>st</sup> . Trip (Incoming – Works)	2 <sup>nd</sup> . Trip (Incoming – Office)	3 <sup>rd</sup> . trip (Outgoing – all)
a) Grey Street (Central Avenue)	- 7 - 10 A.M -	xxxxxxx -	6 – 10 P.M
b) Dorzi Para	- xxxxxxxxxx -	8 – 30 A.M. -	6 – 08 P.M
c) Shyam Bazar 5 point	- 7 - 15 A.M. -	8 – 35 A.M. -	6 – 00 P.M
d) Khanna bus stoppage	- 7 – 17 A.M -	8 – 37 A.M. -	5 – 57 P.M
e) Manick Tolla crossing	- 7 - 20 A.M. -	8 – 40 A.M. -	5 - 52 P.M
f) Raja Bazar More	- 7 - 25 A.M. -	8 - 45 A.M. -	5 – 45 P.M
g) Sealdah	- 7 – 30 A.M. -	8 – 50 A.M. -	5 – 39 P.M
h) N. R. S. Hospital	- xxxxxxxxxx -	8 – 53 A.M. -	5 – 35 P.M
i) Taal Tolla	- xxxxxxxxxx -	8 – 56 A.M. -	5 – 32 P.M
j) Esplanade	- xxxxxxxxxx -	9 – 00 A.M -	5 – 27 P.M
k) Chandpal Ghat	- 7 – 40 A.M. -	9 – 05 A.M. -	5 – 22 P.M
j) Hastings More	- 7 – 45 A.M. -	9 – 10 A.M -	5 – 15 P.M
m) Kidderpore	- 7 – 47 A.M. -	9 – 12 A.M. -	5 – 12 P.M
n) Victoria Works	- 7 – 52 A.M. -	9 - 20 A.M. -	xxxxxxx
o) Clive Works	- 7 – 55 A.M. -	9 – 25 A.M. -	5 – 00 P.M

## **Technical requirement / specifications with terms & conditions related to scope of work**

1. Supplied Bus must be of 26 seats (at least) for adult passengers (excluding driver & helper).
2. The status of seats, windows, inside decoration including lighting arrangement must be in good condition. Vehicle must have machinery like engine, gear, wheel (tyre & tube) etc. in good conditions for rendering smooth service.
3. Buses to be supplied for 7 days in a week. However, in holiday(s) for Works including weekly off day on Wednesday, no 1<sup>st</sup>. Trip (incoming - works) is required while in holidays for Office including weekly off day on Sunday, no 2<sup>nd</sup>. Trip (incoming - office) is required unless specific instructions are given.
4. Total contract for the job is 12 calendar months (initially).
5. No service is normally, required for common holiday(s) of Works & Office.
6. Normally, no. of trips to be executed in a day is 3 (three) ie; 2 trips for incoming and 1 trip for outgoing in both routes but on Saturday, one additional trip (Outgoing) at 1-00 P.M. in both routes to be delivered.
7. The time schedule shall have to be maintained as far as practicable. Vehicles must be placed strictly at the starting points (both North and South routes) at least 15 minutes earlier to starting time for 1<sup>st</sup>. incoming trips and 30 minutes earlier for out going trips at 1-00 P.M. (for Saturday) / 5-00 P.M.
8. The above timings both for incoming & outgoing, however, may be changed occasionally according to the exigencies but in such cases, prior intimation will be forwarded.
9. Pick-up point(s) / timing(s) may change to suit our requirement as per working hours as well as to avoid traffic problems in the contractual period.
10. Failure to maintain the time schedule at respective point(s) will render this contract liable for cancellation at transporter's cost or any penal action, which deems fit to be decided by the purchaser.
11. You must mention the vehicle numbers to be provided for this jobs in your techno-commercial bids positively.
12. Copies of all required documents such as driver's identity, copies of valid road / route permit, pollution control clearance, motor vehicle clearance, insurance etc. related to vehicles are to be supplied / submitted by the transporter to our transport department prior to execution of the order. However, a written confirm declaration regarding acceptance this term must be given in techno-commml bid.
13. In case of requirement of transport on holiday(s) / weekly off day(s), payment shall be made on pro-rata basis (30 days in a month / trip basis) or Kilometer traveled whichever is higher.
14. Similar type of vehicle (s) must be provided when the allotted / scheduled vehicle(s) is / are required to be withdrawn for repairing / renovation work. But, in that case, at least 48 hours prior intimation must be given to transport In-charge to avoid imposition of any penal action.
15. If the supplied vehicle(s) is / are having lesser no. of seats or having poor inside conditioned, 40% of the trip value shall be deducted for that particular trip from bill.
16. In the event of failure to provide coach / bus for any full trip(s) or part on any day, an equivalent alternative arrangement must be made by the transporter, failing which, the cost of transport by Taxi or by any means, incurred by the Company / Officers / NUSs or pro-rata coach hiring charge, whichever is higher PLUS 50% thereon will be deducted from transporter's bill for that particular month. If such default occasion arises beyond 2 (two) but not more than 5 (five) occasions, deduction rate will be 75% and this default occurs more than 5 (five), the percentage of deduction will be 100%.
17. In respect of any BANDH / STRIKE etc. transporter may be required to render additional services prior to that day at a pre-fixed time schedule (to be intimated earlier) for which no extra payment shall be made. That duty will be considered as duty on that particular BANDH / SRTIKE day.

18. Driver(s) and helper(s) must be of your employee and all responsibilities / liabilities (fooding, medical, ESI, PF etc.) related to them shall be in your account.
19. It will be the sole responsibility of vehicle driver / transporter to allow only scheduled / authorized persons for travel in bus(s) during duty.
20. Transporter shall have to provide vehicles (Two) at free of cost to Company's officers for their picnic party once in a year during the contract period at any place within the area of Kolkata, Howrah, Hooghly and 24 Parganas (North & South) on one day's notice.
21. Transporter shall have to provide vehicles (Two) at free of cost to Company's Sports day in a year during the contract period at Sports ground on one day's notice.
22. For any clarification of job & others, please contact our transport In-charge who is the authority for the job.
23. Your specified vehicle(s) for these jobs are to be inspected by us prior to open your price bid and all arrangement for the same to be made by you at free of cost.
24. Log book to be prepared and maintained for each vehicle in the format, which is to be provided by our transport department. This logbook must be approved / certified on daily basis by transport In-charge and a copy of such monthly record must be enclosed with R.A. bill for payment release purpose.
25. It will be transporter's responsibility to manage the unusual situations like payment of Tole tax, parking fee, subscription for Puja or others, penalty charged by police or by others (if any) etc. during execution of the job against this order.
26. The entire job to be done as per the instruction and under supervision of transport department. Any deviation / failure to that will introduce penalty as deem fit, to be decided by mutual settlement.
27. During the duty, a board, displaying company's name is required to be placed in the front side of the vehicle.

## **GENERAL TERMS & CONDITIONS:-**

1. Closing of tender Box at 3.00.P.M. on 10.03.2006 (due date)
2. Opening of part-I of the tender at 12.00 Noon on 11.03.2006.
3. Braithwaite reserves the right to accept / reject / split any or all Tender in part or full without assigning any reason whatsoever.
4. Bidder(s) are requested to confirm their submission of tender with purchase deptt. while dropping the same into the box and to attend and get witnessed with due acknowledgement at the time of opening tender at scheduled time on due date as mentioned above.
5. Successful bidders are also requested to attend the price bid opening, which shall be intimated in due course.
6. Tender must be of two-bid type; (a) Credential & Techno-Commercial bid and (b) Price bid. These two bids are to be put in two separate sealed envelops bearing indications for type of bid and all these are to be inserted in a third envelop which shall be sealed and to be dropped in a specified box no. **01** for this tender. All three envelopes should be addressed to Sr. Manager (Purchase) and super scribed tender no., date, due date, and box no.
7. Bidders are invited to be present at the time of opening the tender.

8. Tender will be considered cancelled if the documents required for Part-I, Part-II bids are not placed in respective / proper envelope.
9. You must mention clearly the name, address, and telephone number of your authorized person who will deal the tender.
10. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
11. In case of non-registered vendor, it is mandatory to get the firm registered with Braithwaite prior to secure any order against this tender. However, documents related to credentials, all papers related to credentiality i.e. proof of past performance with respective customers (preferably Govt. customer) and adherence to delivery schedule with audited balance sheets for last three (3) years etc. Trade license, ITCC, STCC (if any), etc shall have to be submitted in techno-commercial Bid. However, bidder(s) having vendor registration with BWT, Clive / Victoria unit for these jobs and have good performance record, need not require to submit the above documents. In that case, they should mention positively their vendor registration number in their bid.
12. Only one transporter for supply of buses in both routes (North & South) shall be considered on L1 rate basis generally. However, Braithwaite reserves the right to distribute the tender / order quantity to the bidder as per their status / position / rank in price comparison list in the tender (if required) without assigning any reasons.

(a) ***Credential & Techno-Commercial Part:***

- i) Earnest Money Deposit (EMD) amount is **Rs. 5,000/-**
- ii) No tender will be considered further if EMD of requisite value is not submitted.
- iii) EMD amount is to be submitted by Pay order / Bank draft from any authorized / recognized bank operable in Kolkata, drawn in favour of “BRAITHWAITE & CO. LTD.” Earnest Money Deposit of equivalent amount may be submitted by Bid Bond in the form of Bank Guarantee as per our format (enclosed) in favour of ***Braithwaite & Co. Limited***, payable at Kolkata, failing which tender will not be considered. In case of bid bond, the validity period should initially be 90 days from the date of opening of the tender.
- iv) EMD will be forfeited or revoked if the tender is withdrawn and / or/ if the price is escalated later within the validity of the tender.
- v) EMD will be returned to unsuccessful bidder(s) only after finalisation of the tender.
- vi) Copy of valid trade license for execution the job is to be given.
- vii) Offer must be valid for 90 days from the date of opening of the tender.
- viii) Quotation for rate to be submitted for each route on monthly basis. However, rates for each trip may also be provided for future reference.
- ix) Quoted rate is firm till the completion of the contract and also upto subsequent delivery date extension for a reasonable period.
- x) Delivery : as per the schedule already given or any special instruction.

- xi) Payment term: **30 days credit** from the submission of bill with all required documents duly certified by Transport In-charge or his any authored representative to Clive A/cs. Dept.
- xii) Inspection: Vehicle to be inspected and passed as per BWT's requirement
- xiii) Security Deposit @ 5% of ordered value (maximum) only in the form of Bank Guarantee (valid upto the completion of the order) must be submitted by the successful bidder (hereinafter called as party) within 10 (ten) days on receipt of Purchase Order and on receipt of the same, EMD will be refunded back.
- xiv) In the event of failure to execute the job within the validity of the order, security deposit thus submitted will be forfeited.
- xv) Tendered / ordered quantity of jobs may vary depending on our requirement. Purchaser reserves the right to increase the tender / order quantity upto 30 % at the same status beyond delivery date (if any) for which no acceptance from vendor will be required. However, the purchase shall be entitled to get the benefit of decrease in price if any reduction takes places against fresh tender even after the expiry of the delivery date within a reasonable period.
- xvi) Bidders are also required to submit quotation for Bus having 22 seats for any future reference, which may be considered at Braithwaite discretion.
- xvii) **Liquidated Damages:** In the event of failure on the part of the Supplier 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 by way of L.D. subject to maximum limit of 10% of the ordered value.
- xviii) **Risk Purchase:** In the event of failure on the part of the Supplier to supply within the reasonable period of time as decided by the purchaser, the purchase reserves the right to procure the materials from other Agency/Agencies at your risk and cost as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Supplier.
- xix) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- xx) **Arbitration:** Any dispute and deference, whatsoever arising between the Supplier out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Supplier.
- xxi) Bidders may also indicate separately their requirement / deviation in addition to our tender stipulations for future reference (if any).
- xxii) An unconditional acceptance for all terms & conditions including technical part also of the tender must be given failing which price part may / will not be considered.
- xxiii) **Price Bid part shall be only opened for those bidders whose part-I bid is qualified.**

(b) **Price Part:**

- i) Rates should be both in figures as well as in words.
- ii) Statutory duties (if any) shall be paid at actual on production of documentary evidences.
- iii) Price bid should be free from any condition.
- iv) Any correction / erasing / over-writing in price bid will be considered strictly as cancelled.
- v) No charge in incidental account is payable
- vi) An un-quoted copy of price bid with other details should be enclosed along with techno-commercial bid.
- vii) Signing on Price bid by bidder's authorized person with office stamp is mandatory.
- xii) Price bid(s) of unsuccessful bidder(s) will be returned in due course of time.
- viii) Probable Format for submitting the quotation is given.

**A.** For Bus having **26seats:**

Sl. No	Description	Quantity (Month)	Rate / Month (consolidated)	Incoming – Works / trip	Incoming – Office / trip	Outgoing – All / trip	Outgoing – Office (Saturday) / trip
1.	North route	12					
2.	South route	12					

**B.** For Bus having **22seats:**

Sl. no	Description	Quantity (Month)	Rate / Month (Consolidated)	Incoming – Works / trip	Incoming – Office / trip	Outgoing – All / trip	Outgoing – Office (Saturday) / trip
1.	North route	12					
2.	South route	12					

For, **Braithwaite & Co. Ltd.**(S. K. Ray)  
Manager (Purchase)

## FORMAT OF BANK GUARANTEE FOR `EMD`

(To be executed on non-judicial stamp paper of Rs. 50/-)  
(Name of the Bank)

To

Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata-700 043.

Bank Guarantee No. :

Dated :

- 1, In consideration of the Braithwaite & Co. Ltd., having its registered office at 5, Hide Road, Kolkata-43 (hereinafter called the company), having agreed to exempt M/s. \_\_\_\_\_ (hereinafter called the said bidder) from the demand under the terms and conditions of the Tender Notice No. \_\_\_\_\_ made between Braithwaite & Co. Ltd., & M/s. \_\_\_\_\_, Offer No. \_\_\_\_\_ against the said tender mentioned in the tender (hereinafter called the tender notice) of Earnest Money in for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of Bank Guarantee for Rs. .... (Rupees.....only) acceptable to the company. We, the.....(hereinafter referred to as the bank) at the request of M/s. \_\_\_\_\_ (bidder) do hereby undertake to pay to the company an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the company by any breach by the said bidder or any of the terms and conditions in the said tender
2. We, \_\_\_\_\_ do hereby undertake to pay amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said bidder of any of the terms and conditions contained in the said agreement or by reason of the bidder failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due to payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, undertake to pay forthwith to the company any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any Court or Tribunal or Arbitration relation thereto our liability under this recent being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall in full force and effect during the period that would be taken for the performance of the said tender notice and that it shall continue to be enforceable till the dues of the company under or by virtue of the said offer against Tender Notice have been fully paid and its claims satisfied or discharged or till the company, (Braithwaite & Co. Ltd.) certify that the terms and conditions of the said offer have been fully and properly carried out / performed by the said bidder and accordingly discharges this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (date). We shall be discharged from all liability under this guarantee thereafter.

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5. We, \_\_\_\_\_ further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said offer or to extend time of performance by the said company from time to time or to postpone for any time or to forbear or enforce any of the terms and conditions relating to the said bidder and not be relieved from our liability by reason of any such variation or extension being guaranteed to the said company or for any forbearance. Act or omission on the part of the company or any indulgence by the company to the said bidder or by such any matter thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will be discharged due to the change in the constitution of the Bank or the company / bidder.
7. We, \_\_\_\_\_ further undertake to extend the validity of the guarantee beyond the period prescribed in clause-4 or as extended from time for such further period as may be required by the company in writing before the expiry of this guarantee and upon such extension(s) all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).
8. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) . Our guarantee shall remain in force till \_\_\_\_\_. Unless a claim in writing is presented to us within 3 months from the date i.e. \_\_\_\_\_ (validity + 3 months), your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Date: \_\_\_\_\_

For \_\_\_\_\_

	Name & Designation :
	Bank :
	Branch :
Stamp	Address :