TENDER NO. BCL/RD/Ambulance CAR Driver/ AW

December 17, 2019

To,
M/s. _____________________

“Sealed quotation in single bid type (Techno-Commercial with price bid) is invited for engagement of contractor for supply of Ambulance CAR Driver (High Skilled category) at Angus Works.”

Quotation is to be submitted in sealed envelope, addressed to Dy 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 30.12.2019 (due date) by 2.30 P.M. The offer shall be opened on 30.12.2019 at 3.00 p.m. You are requested to present during opening of tender on 30.12.2019 at 3.00 P.M.

DESCRIPTION OF JOB:
Deployment of Ambulance CAR Driver at BCL’s Angus Works.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of job</th>
<th>Required Quantity</th>
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</thead>
<tbody>
<tr>
<td>01</td>
<td>Engagement of Ambulance CAR Driver (Skilled category) for ‘A’, ‘B’ &amp; ‘C’ shift for every working days.</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>02</td>
<td>Engagement of Ambulance CAR Driver (Skilled category) ‘G’ shift shall be as per discretion of BCL – AW’s Management.</td>
<td>1 No.</td>
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</table>

GENERAL TERMS & CONDITIONS:

1) Earnest Money Deposit (E.M.D.): 5,000/- (Five Thousand)

   i. Earnest Money Deposit of Rs.5,000/- is required to be submitted by Demand Draft / Pay Order in the form of Bank Guarantee in favour of Braithwaite & Co. Limited, payable at Kolkata. In case of bank guarantee, the validity period should initially be 90 days from the date of opening of Tender. However, for SSI Units with valid single point registration with NSIC for the tendered item, payment of EMD & Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD is also exempted for vendors registered with RDSO / D.G.S.D. PSU bidders are also exempted from submission of EMD.

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

   iii. 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.

   iv. No offer will be considered without EMD except for the exemptions specified in the tender document.

2) In case of vendors themselves registered with SSI & NSIC with single point registration for the tendered item, they will be exempted from Cost of Tender & EMD.
3) Offer should remain valid for 90 days from the date of opening the tender.

4) No correction / overwriting in Price Bid shall be allowed for consideration.

5) The personnel to be engaged by the contractors shall be suitable for the job to be given from time to time and fitness shall be certified by concerned authority of BCL.

6) **Period of Contract:**
   The Contract period of the jobs shall initially be valid for a period of **Two years** and may be extended for another one year on the same terms and conditions of the contract and at the same rates subject to satisfactory performance of the contractor as per discretion of BCL.

7) All Drivers must have valid Driving License

8) Drivers are to be engaged in such a manner that one Driver must be present in each shift/ days and the driver in “G” shift may be engaged as per discretion of BCL- AW management as and when requirement basis.

9) If the Performance of contractor’s Driver is not satisfactory then BCL reserves the right to terminate him from the job.

10) Contractor has to ensure uninterrupted supply of Ambulance Car Driver as the service is emergency by nature. In case of absenteeism, alternative arrangement must be made by the contractor.

11) All safety precaution and required safety appliances have to be arranged by the party.

12) You must be registered with GST authority also.

13) Daily log book and attendance register to be maintained and must be signed by In-charge of P & A Deptt.

14) All statutory obligations of the driver to be borne by the contractor and the contractor have to pay the minimum Wages to the contractor’s driver according to the grade as per W.B. Govt Circular from time to time during currency of the contract period.

15) All the Ambulance Car Drivers have to be provided as per BCL- AW requirement. In cases of the failure to supply the ambulance car driver as per AW requirement, the contract shall be subject to L.D. & Risk Purchase basis.

16) BCL will not provide any accommodation/food for the drivers.

17) Contract will be on “No Work no pay basis”. Normal duty hours shall be 8 hours (General / shift duty as per requirement). Braithwaite reserves the right to fix up the working days / timings of contractor’s driver from time to time as per requirement / exigency.

18) Rate to be quoted per head per month basis (considering 26 days per month) according to the W.B. Govt’s Minimum wages circular.

19) All safety measures to be taken to avoid loss of life and properly. BCL shall have no liability in this regard.

20) All statutory obligations of your employees will be borne by Contractor. Contractor shall also comply with all relevant laws, rules & regulations, notification acts of Govt./ statutory authorities in force from time to time for the tendered job. Braithwaite shall have no liabilities in such matters for non compliances on the part of the contractor.

21) Maximum age limit for the supply labours shall be 60 years and they shall not have any criminal record.

22) The Contractor’s drivers should be covered by proper insurance against injury / accident and of death. BCL will not be responsible on this account under any circumstances. The contractor shall observe all safety rules and registration as requirement of particular nature of work.

23) The contractor should ensure the payment of wages to their personnel engaged for the job within 10th of every subsequent month through digital mode / cheque, irrespective of delay in payment of bill by BCL for whatever reason.
24) Contractor shall fulfill statutory obligations as under:
   (a) Contract Labour (Regulation & Abolition) Act, 1970
   (b) Contract Labour (Regulation & Abolition) Rules
   (c) E.S.I. Act and Scheme
   (d) Provident Fund Act, 1952.
   (e) GST registration certificate.

25) The employees of the contractor should follow all the instruction given to them by P&A Deptt. while doing the job at our works.

26) **Security Deposit**: @ 5% of the ordered value (Maximum) only in the form of Bank Guarantee (valid up to the completion of the order), Demand Draft / Pay Order, must be submitted by the successful bidder (hereinafter called as Party) within 15 (Fifteen) days on receipt of Purchase Order. Contractors registered with NSIC, SSI, DGS & D, RDSO and PSU Company’s are exempted from submission of Security Deposit.

27) Security Deposit will be discharged and returned to the contractor only on successful completion of the job under the contract.

28) The purchaser reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% of he ordered quantity on the same price and terms & conditions.

29) **Risk Purchase**: In the event of failure on the part of the contractor to supply within 4 weeks or the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to execute the job 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 / contractor.

30) **Arbitration**: All questions, disputes or difference whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contractor either 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 who shall be the Managing Director shall have the right and authority to appoint any Officer not below the rank of a General Manager who is not directly connected with the 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.

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

32) **Payment Terms**: Payment will be made within 30 days from the date of receipt of your bill, certified by (PAS) Deptt. - Angus Works or his authorized representative based on Wage Sheet, Attendance Sheet etc., and all other required documents.

The following provisions regarding GST shall be required for the subject job.

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
- BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
33) Any accident / injury caused to contractor personnel will be contractor’s responsibility. Braithwaite, in no case, will be held responsible for any such untoward incident and no claim / compensation for such incident will be entertained.

34) In no case, Braithwaite will be held responsible with reference to statutory obligations.

35) Bidders should quote their rates as per Price Schedule format enclosed with the tender. All columns are to be filled in. However, BCL reserves the right to ask for break-up of their quoted rates, if necessary after opening of price bids.

Ordered rates / Contract price shall remain Firm during currency of the contract except the adjustments to be made on minimum wages along with corresponding implications based on notifications to be issued by Govt. of West Bengal from time to time. For the purpose of contract price adjustment due to Minimum Wages, the contractor shall request in writing with necessary documentary evidence, failing which no claim in this regard shall be entertained by BCL. Security Deposit / Performance Bank Guarantee are also to be adjusted accordingly.

36) Bidders should mention the prevailing rates of GST applicable for the job and the same shall be reimburse by BCL as per rule against documentary evidence. Hence, bidder quoted rates shall not include GST. In absence of such confirmation, it will be presumed that the total amount includes GST.

37) 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 Bid:

a) **FINANCIAL ELIGIBILITY:**

The bidder should have average turnover of Rs. 1.33 lakh during last three years ending on 31.03.2019 and also should have earned net profit in any of the last three years. The bidder should submit a copy of audited / charted accountant certificated Balance Sheets and Profit & Loss accounts for the last three years ending on 31.03.2019

b). **TECHNICAL ELIGIBILITY:**

i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending 30.11.2019 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs.1.76 lakh.

**OR**

Two similar executed works each costing not less than Rs.2.20 lakh

**OR**

One similar executed works costing not less than Rs.3.52 lakh

The term “**similar works**” means works of following nature:

- Supply of Drivers 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.
**PRICE SCHEDULE**

1. Bidders should quote their rates as per the following price schedule format considering scope of work and all terms & conditions of the tender.
2. This part must be free from any condition.
3. No correction, over-writing etc., is allowed for consideration.
4. Rate(s) should be quoted both in words & figures. Quoted unit rate per head per month shall include the service charge of the contractor. However, bidder shall give break-up of quoted unit rate per head per month in a separate sheet.
5. Lowest Bid shall be evaluated on the basis of Lowest Total Amount received from bidders as per format (considering only for regular supply). For ‘G’ shifts (as and when requirement basis), the evaluation shall not be considered and the same shall be placed on L-1 bidder.

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Quantity per month (Nos.)</th>
<th>Unit Rate per Head / Per month including all statutory liabilities (P.F, ESI, Bonus) and Contractor’s Service charge</th>
<th>Period of Contracts</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement of Ambulance CAR Driver (Skilled category) for ‘A’, ‘B’ &amp; ‘C’ shift for every working days.</td>
<td>03</td>
<td>Rs._______ per month</td>
<td>24 months</td>
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<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Engagement of Ambulance CAR Driver (Skilled category) ‘G’ shift shall be as per discretion of BCL – AW’s Management (As &amp; When requirement basis)</td>
<td>01</td>
<td>Rs._____ per Hour</td>
<td>Requirement shall be as per our requirement basis. Payment shall be made as per certification of P&amp;A Deptt. and finally Unit In-charge of AW</td>
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</tbody>
</table>

For **BRAITHWAITE & CO. LIMITED**