Ref. : Tender Enquiry No. BCL/RD/CAR/BSP Site/2019 (R)                         December 24, 2019

To,
M/s. ........................................................................

“Sealed offers are invited for hiring of 2 (TWO) nos. Diesel Car (Maruti Swift Dzire / Indica / Indigo / Ritz / Sumo Gold / Ambassador / Wagon-R) in immaculate condition with Driver on daily / monthly rental basis for 24 hours availability of cars in Bhilai Steel Plant site, Bhilai as per the following scope of work and terms & conditions.”

Offer should be submitted in SINGLE BID type (i.e. Price bid along with terms & conditions) in sealed envelope with super scribing Tender No., Due date and addressed to Dy. Manager (Purchase), M/s. Braithwaite & Co. Ltd., 5 Hide Road, Kolkata – 700 043 and to dropped into Box No. 2 at our Clive Works, on or before 06.01.2020. If sent by post it should reach us before the specified date.

The Tender shall be opened on 06.01.2020 at 3.00 P.M. Tenderers may depute their representative during opening of the tender.

Offers can also be submitted by downloading the tender document displayed in our website www.braithwaiteindia.com. However, such bidders should fulfill the conditions as specified in the tender.

A. DESCRIPTION OF JOB:

Supply of 2 (Two) Nos. Cars (12 hrs. duty in each Car) on rental basis for a period of 9 months for pick-up & drop of BCL’s officials, and various daily official duties as well as other delegates job at BHILAI STEEL PLANT SITE, BHILAI.

The availability of Cars is 24 hours (12 hours for each car) with multiple Drivers is required to suit the needs of people deployed in 3 shifts.

The cars shall be of models like Indica / Indigo / Swift Dzire/ Ritz / Sumo Gold / Ambassador / Wagon R (All in diesel version), in good running condition having valid documents. All above cars shall be treated at par. The duties and timings shall be as decided by BCL’s officials deputed at site.

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 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 car must be provided in immaculate condition in respect of the Body, Engine and Interiors including painting. The car must carry first Aid box, tissue paper & tool box. Besides, following are also to be ensured for car:
   - The cars should be properly washed & cleaned on daily basis before reporting to duty.
   - Seat Towels shall be provided and changed every week after cleaning.
   - Interiors of the car should be properly decorated.
   - Wipers should be in operating condition.
   - Car should always fill in adequate fuel / diesel for travelling long distance. Fuel fill up to be done before 8 A.M or after 6 P.M. only.
   - Air Fresheners to be provided
5. The car should be in tip top condition with no complaint and shall have valid documents. It is mandatory to produce on demand the documents like Blue Book, Insurance, Pollution control Certificate, Professional Tax Certificate, Trade License, Road permit, Fitness Certificate etc. as required by statutory authorities.

6. In case supplied car is 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.

7. Driver of car to be deployed in site shall be well dressed, well behaved, having good eyesight, should not be over-aged and should have mobile handset. The mobile no. of driver shall be given to officials at site.

8. The Driver 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.

9. The driver should also have knowledge of car mechanism so as to rectify minor faults occurring during running of Car.

10. The Driver on duty shall keep all relevant documents with the Car.

11. 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.

12. In case of misbehaviour by the driver, the contractor / Agency has to take immediate action and the decision of Site In-charge in this regard will be final and binding.

13. 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.

14. The car required to be supplied for 6 (six) days in a week, in general. The car may also be required on Sunday / Holiday on demand.

15. The contractor should observe the rules & regulations prevalent under Bhilai 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 CHHATTISHGARH.

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:** Daily movement of the engaged car shall be as per instruction of Site Incharge or any officials at Site.

31. The actual mileage & time will be calculated from reporting point to releasing point. A Lead time of half an hour / 5 Km. each will be considered extra for garage in & garage out as duty hours each day and is included in the total duty hrs. & KM in a 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 if an equivalent alternative arrangement is not made within one hour.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details</th>
<th>Penalty in Rupees per instance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late arrival (beyond 15 minutes from reporting time) on any day on written report by the user.</td>
<td>100.00</td>
</tr>
<tr>
<td>2</td>
<td>Beyond three such delays in a week</td>
<td>500.00</td>
</tr>
<tr>
<td>3</td>
<td>Failure to provide any car as may be required on daily / demand basis or on any working day in a month.</td>
<td>1800.00</td>
</tr>
<tr>
<td>4</td>
<td>Un-cleanliness of vehicle on written report by the user.</td>
<td>100.00</td>
</tr>
<tr>
<td>5</td>
<td>Repetition of same for more than one occasion in a week</td>
<td>250.00</td>
</tr>
<tr>
<td>6</td>
<td>Car not functioning / breakdown – Contractor to arrange alternative vehicle immediately / within one hour (depending upon the case) – If not provided.</td>
<td>500.00</td>
</tr>
<tr>
<td>7</td>
<td>Repetition of the same (Sl. No.6) for more than three occasions in a month Recurrent occurrence of the same beyond one month.</td>
<td>3000.00</td>
</tr>
<tr>
<td>8</td>
<td>In-experienced driver or driver with poor knowledge / bad behavior on written report by the user.</td>
<td>250.00</td>
</tr>
<tr>
<td>9</td>
<td>Recurrent occurrence of the same may lead to termination of the contract.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>In case, fuel is in-adequate on any occasion, penalty on each occasion will be</td>
<td>1200</td>
</tr>
<tr>
<td>11</td>
<td>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</td>
<td>500.00</td>
</tr>
</tbody>
</table>

C. Bidders who are **quoting against website display** should submit the following documents:

- 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.
- Bidder should have GST Registration. Copy of the same is to be submitted along with offer.
D. **GENERAL TERMS & CONDITIONS:**

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

   The bidder shall have to submitted of **Rs.5,000/- (Rupees 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.

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.**

5. **BCL shall reserve the right to cancel the tender at any stage.**

6. **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.**

7. **An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.**

8. **Rate:**
   (a) The payment shall be made on lump-sum monthly rate.
   (b) The ordered rate shall remain FIRM till completion of the job.

9. **GST shall be paid extra by BCL to the contractor as per statutory rules against documentary evidence of payment. All bidders should have GST Registration and copy of the same shall be submitted along with offer.**

10. **The contract period shall be valid for a period of 9 (Nine) months from the date of order.**

11. **Quantity Variation & Repeat Order Clause:** BCL reserves the right to increase or decrease the ordered quantity during the currency of the contract by not more than 30% on the same price and terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule of the purchaser.

   BCL also reserve the right to place repeat order for a maximum of 75% of the ordered quantity & value at the same rate, terms & conditions.

12. **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.**

13. **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 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.

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.

**NOTE:**

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.**

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 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.

The bills shall be certified by Site In-charge or his any authorised representative.
14. 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.
- Bidders should mention the GST rates with Service Accounting Code (SAC) as prescribed in GST in all invoices.

E. SUBMISSION OF PRICE:

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 considering scope of work and all terms & conditions of the tender.
3. Any correction / erasing / over-writing in price bid, will be considered strictly as cancelled.
4. Lowest bid shall be evaluated based on the TOTAL AMOUNT quoted by a bidder as per the following Format for supply car on monthly basis.
5. Rates quoted above shall be inclusive of all applicable statutory levies except GST. GST shall be paid as per prevailing Rules as applicable.

6. PRICE FORMAT:

<table>
<thead>
<tr>
<th>Description</th>
<th>UNIT</th>
<th>Quantity</th>
<th>UNIT Rate for each CAR</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring of Diesel car on monthly rental basis for the period of 9 months.</td>
<td></td>
<td></td>
<td>(Inclusive of all charges but excluding GST).</td>
<td></td>
</tr>
<tr>
<td>(2 Nos. Cars is required, duty of each car shall be 12 hours &amp; 1500 km.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The rate should be quote accordingly.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lump-sum monthly rate per car for distance travelled up to 1500 Kms and 360 hours duty in a month.</td>
<td>Month</td>
<td>18 car month (2 cars x 9 months)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Km rate (beyond 1500 Km / month)</td>
<td>Km.</td>
<td>----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Hrs. rate (beyond 360 hrs. duty / month)</td>
<td>Hrs.</td>
<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case, each car is used for more than 360 hours & 1500 Km. in a month, payment for extra hour (beyond 360 hours) or km (beyond 1500 km.) will be made on the basis of actual amount against extra hour or extra km, whichever is higher.