

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

(A GOVT. OF INDIA ENTERPRISE)

Regd. Office : 27, RAJENDRA NATH MUKHERJEE ROAD

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

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NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/ COMMERCIAL VEHICLE/2150/01-2021

08.01.2021

Offers are invited through Online System from Mizoram/Manipur based reputed Transporters/Firms/Parties having at least 4-5 years experience in connection with deployment of NON AC Diesel Commercial Vehicle. The description of commercial vehicle and other terms and conditions are detailed hereunder :-

A.	SCOPE OF WORK/ SERVICE	HIRING OF NON AC DIESEL COMMERCIAL VEHICLE REQUIRED AT BBJ MIZORAM BRIDGE SITES, MIZORAM ON MONTHLY HIRE & RATE CONTRACT BASIS FOR OFFICIAL USE.
B.	PERIOD OF CONTRACT	24 (TWENTY FOUR) MONTHS.
C.	NO. OF HIRED CAR	01 (ONE) NO.-
D.	MODEL OF HIRED CAR	NON AC DIESEL COMMERCIAL VEHICLE (MAHINDRA BOLERO/MAHINDRA SCORPIO/TATA SUMO)
E.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
F.	EARNEST MONEY DEPOSIT AMOUNT (EMD)	Rs.25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) TO BE SUBMITTED IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOU OF " THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. ", PAYABLE AT KOLKATA. MSME/NSIC/SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER OF CPPP.
G	MODE OF SUBMISSION OF BID/TENDER	ONLINE THROUGH e-PROCUREMENT SYSTEM OF CPPP.
H.	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	08.01.2021
I.	DOCUMENTS DOWNLOAD START DATE AND TIME	08.01.2021 - 10.00 HRS
J.	START DATE OF UPLOADING OF BID DOCUMENTS	15.01.2021 - 10.00 HRS
K.	END DATE FOR UPLOADING OF BID DOCUMENTS	21.01.2021 - 15.00 HRS.
L.	DATE OF OPENING OF BID	22.01.2021 - 15.00 HRS.

(A.Neogi)
DGM(P-V)

TENDERER

BBJ

INSTRUCTION TO TENDERERS

GENERAL INSTRUCTIONS :-

1.0 DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Mizoram/Manipur based Transporter/Contractor/Agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

2.0 SCOPE OF CONTRACT/ SERVICE/SUPPLY: -

Successful Transporters/Contractors/Agencies should provide Diesel Non AC Commercial Vehicle on monthly rental charges basis for a period of 24(twenty four) months for office use.

3.0 PERIOD OF RATE CONTRACT/DURATION:

(a). The Rate Contract will be initially for a period of **24 months** from the date of placement of order/contract. However, the contract may be extended subsequently by another period or periods on review of performance, depending upon the requirements of the office. We, however, reserve the right to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

(b). Any matter during the period rate contract/this agreement, which has not been specially covered by this agreement, shall be decided by The Braithwaite Burn And Jessop Construction Co. Ltd. (BBJ), whose decision shall be final and conclusive.

(c). Rate contract may be issued to more than one transporter/agency/individual to conform smooth service.

4.0 VALIDITY OF THE OFFER:

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

5.0 MODE OF SUBMISSION OF BID:-

BIDs to be submitted online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>.

Incomplete tenders are liable to be rejected automatically.

6.0 EARNEST MONEY DEPOSIT (EMD) of Rs.25,000.00 (Rupees twenty five thousand only) is required to be submitted by Demand Draft / Pay Order drawn in favour of THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED payable at Kolkata.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER OF CPPP.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RELEASED TO SUCCESSFUL BIDDER WITHIN 30 DAYS AFTER COMPLETION OF TOTAL

SUPPLY/SERVICE/WORK/CONTRACT WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE AWARDED BIDDER.

The Earnest Money deposited by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.

7.0 The following documents with self attested are to be up loaded by bidder at the time of submitting bid through ONLINE :-

- a) Copy of GST Registration Certificate ;
- b) Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of tender (i.e.January,2021);
- c) The Vender should have Office at Mizoram and they should submit their documentary evidences related to their Mizoram Office Address positively;
- d) Copy of PAN Card of Firm/Company/Individual;
- e) Copy of Registration Certificate of Vehicle;
- f) Copy of document showing current Insurance of the vehicle;
- g) Copy of Road Permit;
- i) Copy of Demand Draft/Pay Order of EMD;

Notes :-

- (i). Original of all such documents as stated above shall be liable to be produced for verification at site, failing which such documents shall be rejected.
- (ii). The eligible bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.
- (iii). Rates are to be quoted as per enclosed Price Schedule Format/BOQ.

8.0 The award of the order or rejection of the Tenderer's Offer and / or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.

9.0 OTHER TERMS AND CONDITIONS :-

- i) The requirement is primarily on monthly rental basis for all official working days as per convenience of user at his/her residence for pick up and drop office or other working places;
- ii) Duration of work/service would be counted from time of reporting at site. End time would be as per time recorded by user. If release time is not recorded, BBJ will reserve right to decide the same in rational approach.
- iii) In the event of breakdown of any car on the way, while on duty, it will be obligatory on part of the respective contractor to arrange suitable transport/vehicle on the spot without delay otherwise suitable penalty as decided by BBJ will be charged from the said contractor;
- iv) Any presentation/summon from Law Enforcement Department for non compliance of any statutory obligation will have to be settled by the contractor ;

- v) Over writing of meter reading, vehicle usage timings and duty slip & misbehavior of driver while on duty shall be viewed seriously. Leading to even cancellation of contract. Further, service provider/contractor shall not engage any person below 18 years of age;
- vi) Rates are to be quoted as per enclosed **BILL OF QUANTITY (BOQ)**. Quoted rates will be treated as exclusive of GST and Fuel Charges. GST (as applicable) and Fuel will be treated as extra. The bidders have to mention the percentage (%) of GST. The applicability of GST will be paid against documentary evidence as per the actual.
- ix) Diesel and Engine Oil (Mobil) will be paid as extra in the following manner for the Kilometer Distance travelled and as per the reading recorded in a Log Book (BBJ will provide) by the officer/user travelling plus the distance from the Garage to the place of reporting/release:
Diesel :- 10 KM per Ltr;
Engine Oil(Mobil) :- 300 KM per Ltr.
- x) Parking Charges will be paid by BBJ while the car is on duty;
- xi) BBJ will only pay the monthly hiring charges. All other expenses including Insurance, Road Taxes, Pollution Checking, Violation of Traffic Rules and the maintenance of the vehicles has to be borne by the contractor/transporter/agency/individual;
- xii) The bidders/suppliers/transporter/agency/individual must submit their offer strictly as per **Bill of Quantity (BOQ)**.
- xiii) Quoted price of the bidder/contractor/agency/individual must be firm during the tenure of this supply/contract/service and no escalation of any account will be allowed.

10.0 SERVICES TO BE PROVIDED :-

- (i) Provision of Registered Commercial Vehicles with licensed Drivers, on Hiring Basis for Vehicles on call basis running in state of Mizoram. However, if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, Tax levied by other states for such journey will be reimbursed on production of receipt.
- (ii). **Normal Duty Hours** :- 12(twelve) hours per day on all days of month except on Gazetted Holidays notified by Govt. However, actual duty hours shall be specified by actual users of vehicles. Not more than ½ an hour shall be given added with duty hours for Garage to Garage in each way.
- (iii). **Quantity** :- Estimated number of hired vehicle is 01(One). However, the actual quantity ordered will depend on the requirement from time to time. BBJ reserves the right to increase the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- (iv). **Reporting Place** :- Any place within the territorial jurisdiction of The Braithwaite Burn And Jessop Construction Co. Ltd., Bairabi, Mizoram. The user of the hired vehicle shall specify actual place of reporting.

- (v). **Notice Period** :- For regular requirements one day in advance. Telephonic/Verbal intimation shall be considered as notice.
- (vi). **Calculation of Distance** :- From Garage to Garage but chargeable distance in this respect shall not be more than 5 kilometer in each way.
- (vii). **Accuracy of the Meters** :- The meter of hired car reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- (viii). The bidder should own or have on lease minimum of 2/3 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.

11.0 HIRED CAR/VEHICLE SHOULD CONFORM TO THE FOLLOWING SPECIFICATIONS :

- (a). The hired vehicles to be deployed must be registered as "**COMMERCIAL VEHICLE**".
- (b). Applicant transport contractor/agency/firm/individual should mention the year of manufacture of the vehicles.
- (c). The vehicle must have permit to travel in neighboring states i.e. Assam, Manipur, Tripura in addition to Mizoram. Permit fee/all kind of entry tax will be borne by the contractor.
- (d). Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- (e). Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
- (f). No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
- (g). Payment of any Government Tax/Duty in respect of the hired vehicle will be the liability of the contractor.
- (h). The hired vehicle must be in excellent running condition, without any unpleasant noise and without broken/damaged/dented parts having valid documents as per Public Vehicle Department, Government of Mizoram;
- (i). The hired vehicle must have necessary safety devices, pollution control, insurance and RTO norms as per Govt. Rule;
- (j). The hired vehicle should be cleaned on daily basis;
- (k). The hired vehicle should be kept neat and clean condition with interiors and proper upholstery.
If any transport contractor/firm/agency/individual is willing to provide a brand new vehicle then they can submit a booking slip of the new vehicle and in the meantime till the delivery of vehicle, they may provide vehicle of similar make/class make;
- (l). The hired vehicle should be provided with adequate fuel so that there will not be any stoppage of car on account of same;

- (m). The hired vehicle should have 'comprehensive' insurance coverage {responsible for damage, if any to Govt. property/individual or third party in case of accident will rest with the firm}. BBJ will not be responsible in any way for any accident damage to the vehicle or passenger or third party;
- (n). This being regular requirement, same registered vehicle should be provided to the officer/user throughout the contract. In case of exigency, breakdown or requirement for maintenance etc, alternate same type Non-AC Car in good condition shall be provided by the contractor/transporter/agency without extra cost with prior intimation to the concerned office/user and Manager(HRM);
- (o). Polishing of the hired car/vehicle will be done by the transport contractor/agency free of cost at the interval of 3(three) months during the contract period;
- (p). Seats of the hired vehicles should have cover of white towels and towels should be washed weekly.
- (q). The transport contractor must provide a Mobile Phone in working condition to the driver of the hired vehicle free of cost during the duty hours for proper communication;

12.0 DRIVERS OF HIRED VEHICLES SHOULD CONFIRM TO THE FOLLOWING STANDARDS:-

- (a) The Driver must have valid Driving License and should carry his valid driving license during duty hours;
- (b) Driver should have minimum 5 years Driving Experience ;
- (c) Driver should always carry vehicle Registration Documents/vehicle Blue Book/Vehicle Pollution Clearance Certificate;
- (d) Driver should have Mobile Phone and always carries the same;
- (e) Driver should have full knowledge of the local addresses in Mizoram/Silchar and Government Establishments;
- (f) Driver should be properly dressed and well behaved.
- (g) Driver should have the working knowledge of Hindi, Bengali (optional) and should be well-behaved;
- (h) Driver should be sober and decent to work with user and Government Officials;
- (i) Drivers should not be addicted;
- (j) It is the responsibility of the concerned driver to get signature of the user(s) before release the hired car.

13.0 SPECIAL CONDITIONS OF CONTRACT:-

- (a) Intending bidder must have a telephone number(Landline and Mobile) and where the requisition of vehicle can be conveyed round the clock(24 hrs) for 365 days.
- (b). The contractor/ bidder will have full liability under sections of Motor Vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard

- in any circumstances. The contractor/bidder shall indemnify the hiring authority from such incidences.
- (c). The engagement and employment of drivers and payment of wages to them as per existing provision of various Labour Laws and Regulations is the sole responsibility of the Contractor and shall indemnify the hiring authority. Any breach of such Laws or Regulation shall be deemed to be breach of this contract.
 - (d). Driver and Vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
 - (e). The contractor should send the vehicle for periodical servicing at the cost of the contractor. Hiring Authority will not pay and mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc will be the contractor liability.
 - (f). In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/hold vehicles a copy of power of attorney/affidavit should be submitted within 7(seven) days of such change for such changed vehicles.
 - (g). The transport contractor/Agency/Firm/Individual should be duly registered with concerned Central/State Govt. Authorities and should be a well established Taxi Agency/Firm(hereinafter referred to as the agency/firm) preferably having experience to provide commercial vehicles to Central/State Govt. /PSUs, such vehicle providers should also submit details of other such Govt. Organizations to which they have extended similar service in the recent past as well as the present. The transport contractor/Agency/Firm should preferably have sufficient number of latest models of passenger commercial vehicles for hiring and a list of vehicles owned by the vendor and the details of the vehicle to be provided to this should be mentioned in the bid.
 - (h). Awarded transporter/transport agency should intimate the name of contact person and his/her mobile number also the name of alternate contact person and his/her mobile number to convey message;
 - (i). Transporter/transport agency should submit the attested copy of R.C., T.C., and comprehensive Insurance document of the respective vehicle and driving license of the respective driver to our Mgr.(HRM) within 7(seven) working days after receipt of contract;
 - (j). Penalties of Traffic Police/PCB to be borne by the awarded transporter/transport agency.
 - (k). The transport contractor/firm/agency/individual should have good financial viability to cushion credit up to three months;
 - (l). The vehicle to be deployed will not be used for any other commercial/personal purpose or any other purpose by the respective transport contractor/firm/agency;

- (m). Non reporting of hired car @5% per occasion against monthly bill will be deducted as penalty;
- (n). Late reporting of hired car more than 30 minutes will be deducted against monthly bill as penalty as Rs.300/- per occasion;
- (o). If hired car is not as per specified parameter (i.e. Model, Upholstery, Towel, Seat Covers, Air Fresheners, Cleaning, Dented or broken car, unusual noise condition) an amount of Rs.100/- per occasion per item will be deducted from monthly bill.
- (p). Driver's refusal to perform duty and missing from duty place an amount of Rs.1000/- will be deducted per occasion from monthly bill.
- (q). In case the performance of the awarded transporter/transport agency is not satisfactory, BBJ reserves the right to withdraw the relevant contract at any time during execution and get the job done through any other transporter/transport agency. In this event Security Deposit shall be forfeited and the agency shall be debarred in participating tender in future for 3(three) years.

14.0 SECURITY DEPOSIT:-

- a) For due fulfillment of the contractual obligation, the awarded transporter/transport agency shall furnish Security Deposit an amount of **03% (three percent) of the value of the contract in the form of Demand Draft/Pay Order within 15(fifteen) days from the date of LOI/LOA**, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 1(one) year. The security deposit will be valid till completion of contract.
- b) The Security Deposit can be forfeited, **wholly or partly**, by order of the Competent Authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

15.0 PAYMENT TERMS :- 100% payment will be made on monthly basis within 45 days from the date of receipt of clear bill from the transporter/transport agency. The billing will be done on monthly basis. Bill preferably be printed and in duplicate in connection with the service shall be submitted to the office within the first week of each successive month.

16.0 SUBLETTING OF WORKS :- The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

17.0 Termination of Contract:- In the event, BBJ finds that the successful Tenderer's progress is consistently below the accepted pace based on the programme scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Tenderer falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Tenderer, or,

the entire balance work to be taken away from the successful Tenderer and BBJ shall be at liberty to get such works done/executed by any other agency/agencies for which the present successful tenderer herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful tenderer for any ground whatsoever.

All the statutory obligations including maintaining the RTO rule, rules of local Govt. bodies should be abide & complied by the successful Tenderer and any consequence comes out from the act or omission of the successful Tenderer which can result stoppage of work or the successful tenderer fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Tenderer (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non-payment/ forfeiture of Bill(s) etc. and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful tenderer does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

18.0 JURISDICTION OF COURT: The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes,if any,arising out of this agreement between the parties.

19.0 ARBITRATION :- In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes

and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

20.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 20.1** To cancel/discharge the tender at any point of time/at any stage.
- 20.2** Increase/ decrease/ alter the quantity of Hired Commercial Vehicle /Duration of Contract Period with corresponding change in the value of contract.
- 20.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 20.4** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 20.5** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 20.6** If the Tenderer deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 20.7** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost of expenses.
- 20.8** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(A. Neogi)
Dy.Genl.Mgr.(P-V)

TENDERER

BBJ