

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
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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E-MAIL: info.bbjconst@bbjconst.com
Website:- www.bbjconst.com

NOTICE INVITING e-TENDER

eNIT/BBJ/ M&P/HIRED VEHICLE/2154/3135/13-2023

24.04.2023

Offers are invited through Online System from Allahabad based reputed Transporters/Firms/Parties having at least 5-6 years experience in connection with deployment of AC/NON AC Diesel Commercial Vehicle. The description of commercial vehicle and other terms and conditions are detailed hereunder :-

A.	SCOPE OF WORK/ SERVICE	DEPLOYMENT OF NON AC DIESEL COMMERCIAL VEHICLE (7 Seater capacity) ON MONTHLY HIRE & RATE CONTRACT BASIS FOR OFFICIAL USE.
B.	PERIOD OF CONTRACT	12 (TWELVE) MONTHS.
C.	NO. OF HIRED VEHICLE	01 (ONE) NO.
D.	MODEL OF HIRED VEHICLE	7 SEATER CAPACITY NON AC DIESEL COMMERCIAL VEHICLE.
E.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
F.	EARNEST MONEY DEPOSIT AMOUNT (EMD)	NIL
G.	PLACE OF DEPLOYMENT	At The Braithwaite Burn And Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Ganga bridge Project, Katka Road (Old G.T.Road), Near Jhunsi Railway Station, PO: Jhunsi, Dist: Prayagraj, Pin: 211019 (U.P.) BBJ GST Registration No. 09AAACT9760B1ZA.
H.	RATE PER MONTH PER VEHICLE	(i). Rate per month per vehicle should be inclusive the cost of Driver, Repairing and Maintenance Charges. (ii). GST(as applicable)will be extra and will be reimbursed on production of documentary evidences. (iii). Fuel (Diesel and Mobil) Cost will be extra. (iv). Overtime Charges will be extra per hour beyond 12 hours duty in a day (including Sundays and holidays).

TENDERER

BBJ

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I.	DOCUMENTS	Copy of the following documents to be submitted by the bidder with their bid : (a). Copy of PAN Card; (b). Copy of Aadhar Card / GST Registration Certificate; (c). BBJ Tender Documents (except Price Part) with signature of the bidder and official stamp. (d). Vehicle Registration Certificate (Make & Registration of the vehicle should not be before January,2020); (e). Valid/Renewed Insurance Certificate of Vehicle. (f). Documentary evidence related to Allahabad Office Address.
G	MODE OF SUBMISSION OF BID/TENDER	ONLINE THROUGH e-PROCUREMENT SYSTEM OF CPPP.
H.	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	24-04-2023
I.	DOCUMENTS DOWNLOAD START DATE AND TIME	24-04-2023 - 16.00 HRS
J.	START DATE OF UPLOADING OF BID DOCUMENTS	02-05-2023 - 10.00 HRS
K.	END DATE FOR UPLOADING OF BID DOCUMENTS	08-05-2023 - 15.00 HRS.
M.	DATE OF OPENING OF TECHNICAL BID	09-05-2023 - 15.00 HRS.
N.	DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(Tapas Sen)
Assistant Officer

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF CONTRACTOR :-

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.govt.in/eprocure/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Allahabad 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.

3.0 SUBMISSION OF BID:-

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.govt.in/eprocure/app>).

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in **TWO PARTS**.

4.0 (A). TECHNO COMMERCIAL PART :-

The Techno-Commercial Part will consist of :-

(i) PRE QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and Price Bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/upload with the offer :-

- (a) Copy of Aadhar Card / GST Registration Certificate;
- (b) Copy of PAN CARD of Firm/Company/Individual
- (c) The bidder should have **Office at Allahabad** and they should submit their documentary evidences related to their Allahabad Office Address.
- (d) BBJ Tender Documents (except Price Part) duly sealed and signed on each pages;
- (h) Copy of Registration Certificate of Vehicle (7 seater capacity). Make and Registration of the vehicle should not be before January,2020;
- (i) Copy of document showing current Insurance of above type/model of Vehicle;

(B). PRICE-PART :-

Properly filled up **BILL OF QUANTITY (BOQ - A)** duly digitally signed to be uploaded in financial part.

This part must be free from any condition.

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- 5.0 Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 6.0 BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.
- 7.0 Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
- 8.0 The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.
- 9.0 Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.
10. Bidder shall take into account all costs including driver, maintenance & repairing of hired vehicle before quoting the rates. In this regard no claim what so ever shall be entertained.
11. The price quoted in financial bid shall be firm and shall include all but excluding GST. Any variation in the taxes, duties, levies etc. till completion of contract/supply shall be to the bidder's account.
12. No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the tender.
13. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till completion of contract period.
15. **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**
 - i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
 - ii) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits: -
 - a) Issue of Tender set free of cost
 - b) Exemption from payment of Earnest Money Deposit
 - iii) Firms registered with NSIC under its "Single Point Registration Scheme".
(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).
To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. **Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.**

16. **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
17. **VALIDITY OF TENDER: – 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted.
18. Hardcopy of the bid as uploaded in the CPP Portal to be submitted to this office prior opening of technical bid.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) **"BBJ"** shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- b) **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) **"ORDER"** shall mean a written Work/ Purchase Order issued by BBJ.
- d) **"TENDERER/ BIDDER"** shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) **"SUCCESSFUL BIDDER"** whose tender has been accepted by BBJ.

The bidder is liable to be disqualified, even though they meet the qualifying criteria, if they;

- Made misleading or false representation, statements and attachments submitted in proof of the qualification requirements, and/or deliberately gives wrong information/ submit fake, false, fabricated, forged documents.
- Record of poor performance such as abandoning the works, not properly completing the contract as well as execute order, inordinate delays in publication of advt. Matter, litigation history, or financial failures, a record of Court Cases with BBJ against earlier tender/ contracts etc.
- The bidder must provide any further details required for the review upon the request of BBJ, failure to comply with any request by BBJ for such information shall request in rejection of their offer.

In any of above, BBJ reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/ Retention Money/ any other money due.

2. SCOPE OF CONTRACT/ SERVICE/SUPPLY: -

Successful Transporters/Contractors/Agencies/Individual should provide Non AC Diesel Commercial Vehicle with Driver and without Fuel (7 seater capacity) on monthly rental charges basis for a period of 12(twelve) months for office use.

3. PLACE OF DEPLOYMENT:-

AT THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.(A GOVT. OF INDIA ENTERPRISE), GANGA BRIDGE PROJECT, KATKA ROAD (OLD G. T. ROAD), NEAR JHUNSI RAILWAY STATION, PO:-JHUNSI, DIST:-PRAYAGRAH, UTTAR PRADESH, PIN:-211019.

4. **PERIOD OF CONTRACT :-**

Rate Contract will be awarded for **12 (twelve) months** effective from the date of LOA/ORDER whichever is earlier. We, however, reserve the right to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

Any matter during the period of 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.

5. **QUANTITY OF MONTHLY HIRED VEHICLE(S) :-**

Number of hired Vehicle(s) is **01(ONE)**. However, the actual quantity ordered will depend on the requirement from time to time.

6. **RATE:**

The bidder must submit their offer strictly as per **Bill of Quantities (BOQ – A)** of this tender document.

The bidder must quote their rates as per BOQ which will be inclusive of Insurance of Vehicle, Road Taxes, Pollution Checking, Violation of Traffic Rules, Driver Cost and the maintenance of hired Vehicle(s) exclusive of GST. GST(as applicable) will be extra.

The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

7. **PAYMENT TERMS:**

100% payment will be made on monthly basis within 45(forty five) days from the date of receipt of clear bill from the transporter/transport agency/Individual.

The billing will be done on monthly basis. Bill preferably be printed and in duplicate and to be submitted to BBJ Ganga Bridge Project, Jhunsi, Allahabad within the first week of each successive month.

8. **GOODS AND SERVICE TAX (GST)**

a) The **quoted price shall be exclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.

b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**

c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the bills at the rates prescribed. The GST (i.e. SGST, CGST

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or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

- d) Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.
9. **LIQUIDATED DAMAGE:**
If the successful bidder 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/service and to take any action against the successful bidder (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.
10. **SUBLETTING OF WORK**
No part of Work/Purchase Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.
11. **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/office 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-A)**. Quoted rates will be treated as exclusive of GST and Fuel Charges.

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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.

- vii) 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) :- 400 KM per Ltr.

- viii) Parking Charges will be paid by BBJ while the car is on duty;
- ix) 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;
- x) The bidders/suppliers/transporter/agency/individual must submit their offer strictly as per **Bill of Quantity (BOQ-A)**.
- xi) 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.

12. 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 Uttar Pradesh. 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 every 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., Jhansi, Allahabad . 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.

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- (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.

13. HIRED CAR/VEHICLE SHOULD CONFORM TO THE FOLLOWING SPECIFICATIONS :

- (a). The hired vehicle(s) to be deployed must be registered as "COMMERCIAL VEHICLE".
- (b). The model of Non AC Diesel Commercial Vehicle (seven seater capacity) should not be older than January,2020.
- (c). Applicant transport contractor/agency/firm/individual should mention the year of manufacture of the vehicles.
- (d). The vehicle must have permit to travel in neighboring states i.e. Uttarakhand, Himachal Pradesh, Madhya Pradesh in addition to Uttar Pradesh. Permit fee/all kind of entry tax will be borne by the contractor.
- (e). Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- (f). Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
- (g). No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
- (h). Payment of any Government Tax/Duty in respect of the hired vehicle will be the liability of the contractor.
- (i). 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 Uttar Pradesh;
- (j). The hired vehicle must have necessary safety devices, pollution control, insurance and RTO norms as per Govt. Rule;
- (k). The hired vehicle should be cleaned on daily basis;
- (l). 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;
- (m). The hired vehicle should be provided with adequate fuel so that there will not be any stoppage of car on account of same;
- (n). The hired vehicle should have 'comprehensive' insurance coverage {responsible for damage, if any to Govt. property/individual or third party

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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;

- (o). 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);
- (p). 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;
- (q). Seats of the hired vehicles should have cover of white towels and towels should be washed weekly.
- (r). 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;
- (s). The hired Vehicle should be sanitized after each ride and drivers shall carry sanitizes for safety due to COVID-19 and use Mask.

14. **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 Uttar Pradesh/Allahabad 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 of any kind illegal drugs & alcohol;
 - (j) It is the responsibility of the concerned driver to get signature of the user(s) before release the hired car.
 - (k) Drivers should be aware of **COVID-19** requirement relating to sanitization of vehicle. Driver should wear proper mask and also ensure daily sanitization and regular washing of vehicle to maintain hygiene in vehicle.

15. 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 on 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

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and driving license of the respective driver to our Site In charge 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.

- 16. 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

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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.

17. **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.
18. **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

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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.

19.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 19.1** To cancel/discharge the tender at any point of time/at any stage.
- 19.2** Increase/ decrease/ alter the quantity of Hired Commercial Vehicle /Duration of Contract Period with corresponding change in the value of contract.
- 19.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 19.4** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 19.5** 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.
- 19.6** 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.
- 19.7** 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.
- 19.8** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(Tapas Sen)
Assistant Officer(M&P)