

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम/ A Govt. of India Enterprise)

Tender No. eNIT/COMMERCIAL-VEHICLE/HO/02-2025

Date: 06-Mar-2025

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-44 Fax: 033-2210 3961
Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/COMMERCIAL-VEHICLE/HO/02-2025	DATE	06-Mar-2025
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NOTICE INVITING e-TENDER.

Sealed Tenders under Two Bid System (Fee/ Technical & Financial) are invited from reputed Agencies for the following work: -

01.	NAME OF THE WORK	HIRING OF PETROL AC COMMERCIAL SEDAN VEHICLE REQUIRED FOR OFFICIAL USE AT BBJ REGISTERED OFFICE, KOLKATA ON MONTHLY HIRE & RATE CONTRACT BASIS.
02.	QUANTITY	SIX (06) NOS.
03.	PERIOD OF CONTRACT	TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	MODEL/ TYPE OF HIRED VEHICLE	PETROL AC COMMERCIAL SEDAN VEHICLES (MARUTI SUZUKI DZIRE/ HONDA AMAZE/ HYUNDAI XCENT ETC.)
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
06.	EARNEST MONEY DEPOSIT (EMD)	RS.25,000/- (RUPEES TWENTY FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST. FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD. EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS " NOT APPLICABLE " SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).
07.	MODE OF SUBMISSION OF e-TENDER	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).

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		A HARD COPY OF THE BID, AS UPLOADED, (TECHNO-COMMERCIAL) SHALL HAVE TO BE SUBMITTED TO BBJ'S REGISTERED OFFICE WITHIN FIVE (05) DAYS OF BID SUBMISSION LAST DATE.	
		TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.	
		CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
09.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	06-Mar-2025
		DOCUMENT DOWNLOAD START DATE	06-Mar-2025 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	13-Mar-2025 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	20-Mar-2025 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	21-Mar-2025 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

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INSTRUCTION TO BIDDERS

1. **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.gov.in/eprocure/app>.

2. **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder 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 Informatics Centre (NIC) on payment of the requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure/app>) in Clause 2 of Guideline to the bidder. DSC is given as a USB e-Token.

3. **SUBMISSION OF TENDER: ONLINE MODE IN CPPP'S PORTAL**

Bids are to be submitted online through the e-Procurement system of **Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>). Tender along with all other required documents are to be signed and sealed by the authorised signatory while submitting the bid through CPPP. While submitting Price Bid on CPPP, the rates should be properly filled in the appropriate space in the BILL OF QUANTITY (BoQ) of the Tender.

Hardcopies of the uploaded documents, excluding Price Bid, are to be submitted along with EMD and Tender Fee (as applicable) in a sealed envelope to the BBJ's Registered Office within five (05) days of bid submission last date.

4. **LANGUAGE**

Bids and all accompanying documents shall be in English. In case any accompanying documents are in another language, they shall be accompanied by an English version, which shall prevail in the matter of interpretation.

5. (a) **Earnest Money Deposit (EMD) of Rs.25,000/-** (Rupees twenty-five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of successful bidder, EMD shall be converted to part of Security Deposit and will be retained by BBJ till the completion of the entire job. EMD shall not carry any interest.

(b) **Bank Details for NEFT/ RTGS:**

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.).
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

PS: In the case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

6. **SUBMISSION OF BID:** The Tender shall be signed by the person legally authorised to enter into commitments on behalf of the Tenderer. All pages of the Tender document and other required documents are to be **signed by the authorised signatory with Company's seal**. Tenders are to be submitted in two parts as described below.

(a) **TECHNO-COMMERCIAL BID:** Scanned copy of the EMD and all other required

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documents duly signed and sealed by the authorized signatory, as stated below, are to be uploaded in CPPP and a hard copy of the same to be addressed to the Chief Manager (Project) at BBJ's Registered office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL BID" (**Non submission of any of the stated documents shall lead to rejection of the bid**):

- (i) Signed copies of documents as per **Eligibility Criteria as per Clause No 2** of Special Conditions of Contract.
- (ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- (iii) The bidder should have **Office at Kolkata**, and they should submit their documentary evidence related to their Kolkata Office Address.
- (iv) Copy of Registration Certificate of Vehicle (**Make & Registration of the vehicle should not be before January'2021**).
- (v) Copy of document showing current **Insurance** of the vehicles.
- (vi) Copy of **PUC Certificate**
- (vii) Copy of Income Tax Return Acknowledgement File for the last 3 (three) financial years end 31st March 2024.
- (viii) The offered sedan vehicle [i.e., Maruti Suzuki Dzire (AC)/ Honda Amaze (AC)/ Hyundai Xcent (AC) etc.] along with **Registration & Year of Make** to be clearly mentioned in the bid.
- (ix) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- (x) Any Bidder falling under Micro And Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: - If the bidder does not furnish the above, the offer shall be processed construing that the bidder is not falling under MSE category.

(b) PRICE BID: The rates are to be properly filled up in appropriate space in BILL OF QUANTITIES (BoQ) of the Tender and uploaded on CPPP's website. **Price bid of only Techno-Commercially Qualified bidders shall be opened.**

7. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
8. **Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.**
9. **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.**
10. 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 accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

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11. **DISTRIBUTION OF WORK**
The work may be distributed amongst L-2, L-3, and other bidders subject to acceptance of the lowest (L-1) rates including other terms and conditions. Each bidder may be awarded a **maximum of two (2) commercial vehicles** against bid.
12. **CURRENCIES OF BID AND PAYMENT**
The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
13. All duties, taxes (except GST), fees and other levies payable by the bidder under the contract or any other cause shall be included in the quoted price.
14. **PREFERENCE TO MAKE IN INDIA:**
The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.
- Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.
15. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**
For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
16. **COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
- An entity incorporated established or registered in such a country; or
 - A subsidiary of an entity incorporated established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or

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- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

17. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
18. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
19. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
20. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
21. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
22. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.
23. **VALIDITY OF TENDER**
90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.
24. **Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

SPECIAL CONDITION OF THE 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 finally accepted by BBJ.

2. **ELIGIBILITY CRITERIA**

Supporting documents to be submitted in the Techno-Commercial part of the tender.

a) **Technical Criteria:**

Copy of relevant documents/ experience certificate showing experience in similar works in any Government Department/ Semi Government Department/ Government of India Enterprise/ Undertaking during last 7 (seven) years ending 31st December 2024.

"Similar Work" means: Deployment/ Engagement of different type/model of AC Petrol Commercial Four-Wheeler Vehicle.

- b) Other documents as mentioned on Para 6(a) of the Instruction to Bidders - Submission of Bid: Techno-Commercial Part is to be submitted.

3. **SCOPE OF WORK/ SERVICE:**

- a) Deployment/ Engagement of **06 (six) nos. AC Petrol Commercial Sedan Vehicle** required at The Braithwaite Burn And Jessop Construction Co. Ltd. (A Govt. of India Enterprise), 27 Rajendra Prasad Mukherjee Road, Kolkata-700001 on Monthly Hire & Rate contract basis for official use.
 - a) The deployed car should be accompanied with the chauffeur.
 - b) Provision for providing an alternative vehicle of same category or above with driver in case of the actual deployed vehicle is not available due to periodical service or any accidental repairs etc.
 - c) Deployment shall be on immediate basis after issuing of Letter of Acceptance (LOA). Physical verification of the offered vehicle shall be done by BBJ's representative before placement of LOA.

4. **SPECIAL CONDITIONS FOR VEHICLE DEPLOYMENT:**

- i) The requirement is primarily on a monthly rental basis (dry car) 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) If required, the vehicle has to be placed on Saturdays (2nd and 4th of each month), Sundays or Holidays, based on advance intimation, without any additional cost for 12 hours duty.
- iii) If the officer/user is on leave or outstation duty, the vehicle has to report to the Chief Manager (HRM) for use of official purposes. Advance intimation in this regard would be conveyed to the contractor.
- iv) Duration of work/service would be counted from time of reporting at residence (on working days) or at airport/railway station or at BBJ Registered Office, Kolkata while the user is on leave/outstation duty. End time would be as per time recorded by user.

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- If the release time is not recorded, BBJ will reserve the right to decide the same in rational approach.
- v) In the event of the 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.
- vi) Any presentation/ summon from the Law Enforcement Department for noncompliance of any statutory obligation will have to be settled by the contractor/ transporter/ agency/ individual.
- vii) Over writing of meter reading, vehicle usage timings and duty slip & misbehavior of driver while on duty shall be viewed seriously. Leading to even the cancellation of contract. Further, the service provider/ contractor shall not engage any person under 18 years of age.
- viii) The rate is to be quoted as per enclosed **BILL OF QUANTITY (BOQ)**. The quoted rate will be treated as **exclusive of GST, Parking Charges, Toll Charges and Fuel Charges**. However, the quoted rate will be treated as **inclusive of Engine Oil/ Mobil, All Lubricant & All Maintenance**.
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) **Petrol** will be paid as extra in the following manner for the Kilometer Distance travel and as per the reading recorded in a Logbook (BBJ will provide) by the officer/user travelling plus the distance from the Garage to the place of reporting/ release:
Petrol: 11 KM per Ltr.
Overtime Charges: Rs.50/- per hour beyond 12 hrs. duty.
- 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.

5. **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 West Bengal. However, if for official purpose, vehicles have 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:** Minimum 12 (twelve) hours per day on all days of month except on Gazette 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:** Number of vehicles hired is **Six (06)**. However, the actual quantity ordered will depend on the requirement from time to time. BBJ reserves the right to increase or decrease 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., 27 R.N. Mukherjee Road, Kolkata-700001, West Bengal. The user of the hired vehicle shall specify the 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 kilometers** 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 the meter for its correctness and to take action accordingly.
- (viii) The bidder should own or have on lease a minimum of one/two (1/2) vehicles registered as commercial vehicles in their name 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.**

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

- (a) The hired vehicles to be deployed must be registered as "**COMMERCIAL VEHICLE**".
- (b) **The model of AC Petrol Commercial Sedan Vehicles should not be older than January,2021.**
- (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. Odisha, Bihar, Chhattisgarh in addition to West Bengal. Permit fee/all kinds of entry tax will be borne by the contractor.
- (e) Any changes in the vehicle/driver should be informed of 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 West Bengal.
- (j) The hired vehicle must have the necessary Safety Devices up to date, Pollution Control Certificate, Insurance and RTO norms as per Govt. Rule.
- (k) The hired vehicle should be cleaned on a daily basis.
- (l) The hired vehicle should be kept neat and clean condition with interiors and proper upholstery.
- (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 in case of accident will rest with the successful bidder}. BBJ will not be responsible in any way for any accident damage to the vehicle or passenger or third party.
- (o) This being a regular requirement, the same registered vehicle should be provided to the officer/user throughout the contract. In case of exigency, breakdown, or individual requirement for maintenance etc., alternate same type AC in good condition shall be provided by the contractor/ transporter/ agency without any extra charge with prior intimation to the concerned office/user and Chief Manager (HRM) respectively.
- (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 a 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) All vehicles should be sanitized after each ride and drivers shall carry sanitized for safety due to COVID-19 and use Mask.

7. **DRIVERS OF HIRED VEHICLES SHOULD CONFIRM TO THE FOLLOWING STANDARDS:**

- (a) The Driver must have a valid Driving License and should carry his valid driving license during duty hours.

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- (b) Driver should have a minimum of **5 years' Driving Experience** of commercial vehicles.
- (c) Driver should always carry vehicle Registration Documents/ vehicle Blue Book/ Vehicle Pollution Clearance Certificate.
- (d) Driver should have Mobile Phone and always carry the same.
- (e) Driver should have full knowledge of the local addresses in Kolkata/ Howrah and around user's residence and on the way from BBJ Registered Office/ BBJ Heavy Plant Yard to the user residence and Government Establishments.
- (f) Driver should be properly dressed and well behaved.
- (g) Driver should have the working knowledge of Hindi and also Bengali 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 requirements relating to sanitization of vehicles.

8. OTHER CONDITIONS OF CONTRACTS:

- (a) Intending bidder must have a telephone number (Landline and Mobile) and where the requisition of vehicle can be conveyed round the clock (24 hours) 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. The Hiring Authority will not pay, and mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be the contractor's 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/ Individual 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. Full-fledged office in Kolkata and Metropolitan area having facilities of telephone, fax, e-mail and official representative round the clock.
- (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

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the respective driver to our Chief Manager (HRM) within 7(seven) working days after receipt of LOA/ Work Order, as applicable.

- (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 for up to three months.
- (l) **The vehicle to be deployed will not be engaged for any other commercial/ personal activities or any other purpose by the respective transport contractor/ firm/ agency/ individual.**
- (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 the hired car is not as per specified parameter (i.e., Model, AC, 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 1(one) year.

9. **PERIOD OF CONTRACT:**

Rate Contract will be awarded for **24 (twenty-four) months** effective from the date of LOA/ ORDER whichever is earlier. However, the period of the contract rate may be extended on review of performance, depending upon the requirements of the office. The BBJ, however, reserves 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.

Rate contracts may be issued to more than one transporter/ agency/ individual to conform smooth service.

10. **UNIT PRICE**

The bidder must submit their offer strictly as per **the Bill of Quantities (BOQ)** of this tender document. The bidder must quote their rates as per BOQ which will be inclusive of Engine Oil and all types of Lubricant, Insurance, Road Taxes, Pollution Checking, Violation of Traffic Rules, Driver Cost, and all types of maintenance for the deployed vehicles such as periodical service, replacement of wear & tear equipment & parts, accidental damages & repairs, etc. GST (as applicable), parking fee, toll charges will be extra. The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

11. **VALIDITY**

The rates be valid and remain firm for the entire duration of the contractual period. No revision / alterations of unit rates shall be entertained.

12. **TAXES & DUTIES**

The successful bidder shall be exclusively responsible for payment of all applicable Taxes, Royalties etc. (excluding Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

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

The successful bidder shall be liable to pay all applicable taxes [excluding Goods and Service Tax (GST)] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.

The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.

The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.

The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.

In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.

The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.

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

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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.

14. **NEW LEVIES / TAXES**

In case Government imposes any new levy/tax or modifies rate of existing taxes including GST after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

15. **PAYMENT TERMS:**

One Hundred Percent (100%) payment will be made on a monthly basis within 45 (forty-five) days from the date of receipt of clear bill from the transporter/ transport agency. The billing will be done on a monthly basis. Bill preferably be printed and in duplicate and to be submitted to this office within the first week of each successive month.

16. **QUANTITY VARIATION**

- (a) The variation in the quantity of the contract would be as per the requirement of the company from time to time.
- (c) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever.

17. **SECURITY DEPOSIT:**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5%** (five per cent) of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 06 (six) months i.e. up to end of contract period plus 60 days thereafter. Security Deposit shall be in the following manner;

The Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up for the total amount of the Security Deposit may be deposited by the successful bidder in the form of a Bank Guarantee (as per BBJ's format)/ Demand Draft/ NEFT/ RTGS or may be recovered by a percentage deduction from the contractor's bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the bill.
- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the contractor/ agency and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the contractor/ agency after completion of the entire Order plus 60 (sixty) days and subsequent to the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

18. **SUBLETTING OF WORK**

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No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the successful bidder/ the successful bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

19. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's performance is consistently below the accepted pace based on the program schedule mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder 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 Bidder, or, the entire balance work to be taken away from the successful bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. 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 bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should abide & complied by the successful Bidder and any consequence that comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills 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 bidder 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 the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

20. **RESOLUTION OF DISPUTES AND 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.

If a party is dissatisfied with the decisions/ recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by 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 the 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.

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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 the 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.

21. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the supplier at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

22. **INDEMNITY**

Bidder shall indemnify BBJ against all claims & losses in respect of their contractual obligations in the event of non-compliance of any terms & conditions mentioned herein/ statutory rules/ obligations/ laws/ taxes & duties etc.

23. **IMPORTANT NOTES.**

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (ii) Cancel tender at its discretion without assigning any reasons whatsoever.
 - (iii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
 - (iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (v) May ask for further qualification during techno commercial scrutiny of bids received.

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- (vi) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- (vii) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- (viii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (ix) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

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Annexure-A

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name and Designation of Officer of BBJ inviting the Tender)
The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Government of India Enterprise)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700001

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref: 1) NIT/Tender Enquiry No. & Date:
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by The Braithwaite Burn And Jessop Construction Co. Ltd.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BBJ shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of The Braithwaite Burn And Jessop Construction Co. Ltd.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date: