Bengal Chemicals & Pharmaceuticals Ltd
(A Government of India Enterprise)

BID REF No: PER/2002/2020-21/01 dated 20/06/2020

TENDER FOR HIRING VEHICLES

INTRODUCTION OF THE COMPANY

Bengal Chemicals & Pharmaceuticals Limited is a Government of India Enterprise under Ministry of Chemicals and Fertilizer, Department of Pharmaceuticals, Government of India.

SCOPE OF CONTRACT

The scope of this contract is hiring of commercial vehicle of the following types-

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Type of Car</th>
<th>Models</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>800-1000c.c.(Non A.C.)</td>
<td>Maruti Alto 800 / Tata Indica / Maruti Wagon R</td>
</tr>
</tbody>
</table>

on monthly rental basis as per requirement of BCPL for official use. BCPL requires commercial vehicles not more than 2 year old car on monthly rental basis for official use for a period of one year as per the terms & conditions mentioned in this tender.
SECTION-I
BIDDING PROCESS

1. Instruction to Bidders

1.1 The bid for hiring commercial Vehicles will be for BCPL office, Kolkata, as per the requirements and other details given in the bid document are eligible to participate except in the case of firms who are blacklisted/barred by competent agencies or BCPL in participation and award of such contracts.

1.2 Bidders can send their queries and clarifications to address given in clause 1.5, up to three days prior to the due date of bid submission.

1.3 There is no bid document fee.

1.4 Cars are required to ply on all days including holidays.

1.5 Bids shall be addressed in the name of Asst. General Manager (HR & Admn.), Bengal Chemicals & Pharmaceuticals Limited (A Govt. of India Enterprise), 6, Ganesh Chunder Avenue, Kolkata-700013. Due date for submission of the bid will be on 27/06/2020 up to 14:00 Hrs. The bid will be opened on the same day at 14.30 Hrs.

1.6 Bids shall remain valid for 90 days from the date of opening of Tender.

2. Mode of submission of Bids

a. Bid document must be signed with seal by the bidder in all pages.

b. All the Annexures are to be duly filled, stamped and signed.

The bids are to be submitted in a sealed envelope super scripting “Tender for Hiring Commercial Vehicles, tender ref no. PER/2002/2020-21/01 DATED 20/06/2020” and shall be addressed to-

Asst. General Manager (HR & Admn.),
Bengal Chemicals & Pharmaceuticals Limited
(A Govt. of India Enterprise),
6, Ganesh Chunder Avenue,
Kolkata-700013
Telephone: (033) 2237 1525/1526, FAX: (033) 2225 7697
Email: personnel_ho@bengalchemicals.co.in

Bid received after the stipulated time period shall be considered as late bids and will be summarily rejected.
3. **Documents to be produced**

   a) Copy of Smart card/Blue book of the car.
   b) Proof of valid Licence for commercial use.
   c) Permit for commercial use.
   d) Proof of valid insurance of the Commercial Vehicles.
   e) Copy of Tax Certificate
   f) Copy of Pollution Certificate

4. **Rejection of bids**

   Notwithstanding the above conditions, BCPL reserves the right to accept or reject any offer, and to annual the tender process and reject all offers, at any time prior to award of Contract without assigning any reason and incurring any liability to the affected Bidder or Bidders. BCPL shall have no obligation to inform the Bidder or Bidders of the grounds for BCPL’s action.

5. **Notification of Award**

   Upon selection of the successful bidder, BCPL will promptly notify the same to successful Bidder both be e-mail and by Registered Post before expiry of offer validity period through an LOI/Work Order. No correspondence will be entertained by BCPL from the unsuccessful Bidders.

6. **Price Clause**:

   Tender Cost will be as follows-
   
   (i) For 800-1000 c.c. car - Fixed monthly rental for 1200 km & 300 hrs/month

   In addition to the above, charges for additional Km run on half yearly basis over 7200 km (1200 km x 6 months) @ Rs. 10/- per km for 800-1000 c.c. car will be paid. Similarly, for additional hours run over and above 1800 hrs. (300 hrs x 6 months), Rs. 100/- will be paid for every additional hour.

   For the purpose of calculation of six months January to June and July to December will be considered. Any extra payment on account of additional kms or hrs will be paid with the monthly bill of June and December.

   Other extra payment borne by the Company are as follows-
   
   a) If the car is on duty beyond 10 p.m. in any day - @ Rs. 100/- will be paid,
   b) In case of outstation duty - @ Rs. 300/- per day (where there is a night halt)
   c) Toll Tax, Car Parking fees on actual subject to production of original slips duly signed by BCPL official.
7. **Payment Terms**

Payment will be made on monthly basis. Bill along with Log book duly filled and signed by the concerned officer must be submitted to corporate office by 7th of the following month. Payment will be made by 10th of following month on scrutiny of the bills. All payments will made by RTGS/NEFT to the party.

8. **Tender Evaluation Process**

Tenders will be evaluated on the basis of c.c. Rates for every additional 100c.c. over and above minimum c.c., a load factor of Rs.500/- will be charged on monthly rental quoted by the bidder for evaluation purpose only.
SECTION - II
TERMS AND CONDITIONS

1. Contract Period

This Contract agreement will remain valid for one year from the date of issue of LOI/Contract Agreement. The rates at which the contract is awarded will be valid throughout the contract and no claims whatsoever on account of factors such as statutory payments, minimum wages etc. shall be entertained. It will be the responsibility of the contractor to bear all such additional expenses.

The contract may be considered for extension based on satisfactory service performed by the Contractor and by mutual agreement for such further period(s) as may be agreed upon, but not exceeding one year at a time.

2. Payment Schedule:

a. No advance payment is payable by BCPL or officers travelling in such Vehicles. The billing will be done on a monthly basis and the contractor should submit the bills by first week of the following month.
b. Payment will be made as submission of log books and duty slips duly signed by the officer/staff using the Vehicles. It will be the responsibility of the driver to get the log book entries done indicating start kilometers and time, finishing kilometers and time distance covered places visited etc. for each occasion of journey signed by the officer/staff on a day basis.
c. Payment shall be made within 3 days from the date of submission of bills certified by BCPL Admin department against trip sheet on monthly basis.
d. Car parking fee, Toll Tax, Entry tax, Permit fee for crossing border if any will be borne by BCPL subject to submission of original receipts along with monthly bill.

3. Taxes and other levies:

The quoted price shall be inclusive of all applicable taxes and duties.

4. Time frame:

The Vehicles, as requisitioned by BCPL, should reach the stipulated destiny located within Kolkata, within a maximum time of 30 minutes, irrespective of the location of the Transport agency who has been awarded the contract.
5. Accident handling:

BCPL will not be held responsible for any liability arising out of any accident occurred either to the vehicles to the third party during the period of engagement and this will be entire responsibility of the transporter only.

6. Other Contractual Stipulations:

a. The Contractor will be responsible for sending cars on all the days of the year. In case, specified for an officer is not available on any day, a car of same grade is to be sent to the concerned officer as replacement. All incidental expenditure towards repair will be borne by the transporter. The firms should have the capacity of repairing their vehicles in a short time and during repair time the firm must place a substitute vehicle and driver of same quality immediately with no extra cost/additional kilometers.

b. The Vehicles provided to the BCPL should fulfill the norms and statutory regulations prescribed by the Government of West Bengal, Department of Transport for Hired Vehicles.

c. No Compromise will be made by BCPL towards punctuality, cleanliness, obedience, promptness, behavior etc. If the contractor, at any point of time during official duty, fails to perform duties, as directed by BCPL, the security deposit of the contractor will be forfeited and contract will be cancelled forthwith without any notice by the Competent Authority.

d. In case of dispute of any kind in any respect whatsoever, the decision of The Managing Director, BCPL, shall be final and binding to all.

e. BCPL Shall be liable to pay the hiring charges along with toll charges/parking charges only. All other liability will have to be borne by the transporter.

f. The Contractor shall comply with all statutory enactments/provisions/permits relating to services offered by them.

g. The Contractor should have adequate number of telephone connections for contact on round the clock. BCPL can request for the Vehicles at short notice and Contractor has to provide the Vehicles at short notice and contractor has to provide the Vehicles within such time on receipt of BCPL's request in writing / over phone failing which the BCPL is at liberty to make alternative arrangement for hiring of Vehicles at the risk and cost of the Contractor.

h. The Contractor would ensure that the drivers employed have valid driving license and carry the necessary registration papers, security check verified and should be educated and properly behaved, properly uniformed and well conversant with the traffic rule/regulations and city roads/routes. It will be the responsibility of the cab driver to get the duty slips and log book entries indicating start meter reading, end meter reading, distance covered and time from BCPL officer/staff traveling on a day to day basis.
i. Contractor shall also agree to indemnify BCPL against all losses and claims arising out of any negligence or misconduct on the part of the operator or agent.

j. In case of non-attendance of any vehicle without prior information, BCPL will deduct double the daily rate for the period of such absence from duty.

7. Abandonment of Contract:

   a. If the Contractor/Bidder/Supplier abandons the service for any reason whatsoever or becomes incapacitated as aforesaid, BCPL shall forfeit/encash the security deposit.

   b. In the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

8. Determination and Rescission of Terms & Conditions:

   When the Contractor/Bidder have made himself liable for action under any of the clauses aforesaid, BCPL shall have powers:

   a. To rescind the agreement.

   b. To engage another Contractor/Bidder to carry out the balance work debiting the Contractor/Bidder the extra amount, if any, so spent for getting the balance work done.

9. Arbitration:

   a. All disputes or differences whatsoever arising between the parties out of or relating to the Contractor/Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by BCPL and the award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

   b. The place of arbitration shall be at Kolkata.

10. Fall clause:

   The price charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization(s) including the Purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case, may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.
<table>
<thead>
<tr>
<th>SL. no</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid reference number</td>
<td>.................dated...........................................</td>
</tr>
<tr>
<td>2</td>
<td>Due date for submission</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name &amp; Address of bidder</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Year of establishment</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Type of the firm</td>
<td>Public Ltd/Pvt. Ltd./Partnership/Regd firm</td>
</tr>
<tr>
<td>6</td>
<td>Name &amp; Address of Directors/Partners</td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Contact Phone-Office</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Cell</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Copy of MOA/partnership deed/Registration</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Copy of PAN of Directors/Partners</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>13</td>
<td>Copy of Smart Card/Blue book</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>14</td>
<td>Vehicles Insurance Copy</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>15</td>
<td>Latest IT returns statement</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>16</td>
<td>Past three years P&amp;L,Balance Sheet</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>17</td>
<td>All pages of bid document duly sealed and signed by the authorized person</td>
<td>Attached/Not Attached</td>
</tr>
<tr>
<td>18</td>
<td>Power of Attorney /Authorization to sign the bid</td>
<td>Attached/Not Attached</td>
</tr>
</tbody>
</table>
ANNEXURE – II

Clients detail with the order value
Same kind of service provided in the last TWO years

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name and Address of the Client</th>
<th>Contract Details</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Details of the Vehicle</td>
<td>Project Value Rs Lakhs</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td></td>
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</tbody>
</table>

Satisfactory completion certificate or Order copies from the client to be attached.
BID REF No: PER/2002/2020-21/01 dated 20/06/2020

BID FORM

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (FOR BCPL Site) in full conformity with the said bidding documents for the sum of:

In Fig:

In Words

(Hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the time specified in the Bidding Documents.

We agree to abide by this bid, for the bid validity period specified in the Bid Data Sheet and it shall remain binding upon us till expiry of the period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated:

Signed by:

In the capacity of
ANNEXURE IV

PRICE SCHEDULE FOR VEHICLES FOR 800-1000C.C.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Rate in fig(Rs.)</th>
<th>Rate in words (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Charges for normal run up to 1200 KM Hrs to be covered in a calendar month.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: If there is a discrepancy between the price in fig and in words, then the price in words shall prevail.

Name: ...........................................
Business Address: ..........................
Place: ........................................
Date: ...........................................

Signature of Bidder: .........................
Seal of the Bidder: .........................