Sealed Tenders are invited in two bid system for engagement of contractor for the job of complete preparation, fabrication & assembly of Side & End Body for BOXNHL MBS (Design-D) Wagons in the workshop of BCL and fitment of the same to Underframe at Samastipur Workshop of E.C. Railway as per tender conditions.

1. Tender condition and issue of tender documents: Interested parties can get the tender documents from the office of Dy. Manager (Purchase) Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 43 on all working days on payment of Rs. 1,000/- (Rupees One Thousand Only) by Bank Draft / Pay Order in favour of “Braithwaite & Co. Ltd.” payable at Kolkata towards cost of tender document. Bidders who are registered with NSIC / MSME for the tendered job are exempted from submission of cost of tender document.

The job may be carried out in any of the 3 works of BCL, namely, Clive Works, Victoria Works & Angus Works which will be decided during finalisation of tender.

Bidders are requested to visit Clive Works, Victoria Works & Angus Works and to be acquainted with the facilities and local conditions. No claim whatsoever shall be considered afterwards in this regard. No deviation in the tender conditions will be entertained and BCL reserves the right to reject such offers.

Sealed Tender, addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 to be dropped in person / by post in Tender Box No 1 and the offer must reach by 14.30 hrs on 17.07.2020 (due date). No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Tenderer should ensure timely delivery of the tender in the specific box.

2. Closing of tender Box: 14.30 hrs. On 17.07.2020
3. Opening of Part-I bid of the tender: 15.00 hrs. On 17.07.2020

The offer should comprise of parts as under:
Part-I : Techno-commercial bid & E.M.D
Part-II : Price bid

Both Part – I & part – II shall be inserted separately in two (2) envelopes, sealed and super-scribed with Tender No. and Part No. These two bids shall be put in a 3rd envelope, sealed & super-scribed with Tender No. & Due Date.

The techno commercial bid shall be opened on 17.07.2020 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which opening date and time will be intimated in due course.
Tender documents can also be downloaded from our website www.braithwaiteindia.com. Bidders quoting against documents downloaded from website should submit a DD / Pay Order of Rs. 1,000/- along with Techno-commercial Bid towards cost of tender documents failing which their offer will not be considered. However, in respect of bidders who are NSIC registered units / MSME units for the tendered job; submission of cost of tender document is exempted.

(A) QUALIFYING CRITERIA

(i) Financial Eligibility:

A.i.01. Bidder should have average minimum Annual Turnover of Rs. 1.42 Cr during last 3 (Three) years ending on 31.03.2019. Bidder must have earned net profit in any one of the last 3 (Three) financial years ending on 31.03.2019 and should have positive net worth as on 31.03.2019.

C.A. / Audited Balance Sheet and Profit & Loss Accounts for last 3 (Three) years ending on 31.03.2019 need to be submitted in support of above requirement.

A.i.02. Solvency Certificate from Banker for Rs. 2.5 Crore is to be submitted.

(ii) Technical Eligibility:

A.ii.01. Experience of having successfully executed / executing similar works (defined below) during last 7 (seven) years ending 30.06.2020 fulfilling any of the following criteria:

Three similar works each costing not less than Rs. 1.90 Cr. OR three similar works involving not less than 72 nos. of Rolling Stocks or Wagon or Wagon sets of Sub-assemblies against each such job.

OR

Two similar works each costing not less than Rs. 2.37 Cr. OR two similar works involving not less than 90 nos. of Rolling Stocks or Wagon or Wagon sets of Sub-assemblies against each such job.

OR

One similar work costing not less than Rs. 3.80 Cr. OR one similar work involving not less than 144 nos. of Rolling Stocks or Wagon or Wagon sets of Sub-assemblies against such job.

The term “Similar Works” means works of following nature:

Fabrication & Assembly of Rolling Stocks.

OR

Fabrication & Assembly of Wagon Sub-Assemblies

OR

Repair / Rehabilitation / Up-gradation of Wagons

Note: In case, the job is executing by the bidder, the execution completed till 30.06.2020 shall be considered. Bidders shall submit documentary evidence in this regard.

♦ The bidder should submit supporting documents with respect to the jobs carried out as a proof of experience duly inspected by renowned inspection agencies like RDSO/RITES/Zonal Railways.

♦ The job may be carried out either in registered wagon builders' premises or any other premises duly inspected by RDSO or RITES or Railways' own inspection. The bidder shall submit relevant documents in support of such experience.

A.ii.02 The bidder should have PF, ESI & GST registration. Copies are to be submitted along with techno-commercial bid.
(A.1) CONDITIONS FOR BID SUBMISSION AND CONSORTIUM BIDS:

I. The offers for this tender will be considered only from those tenderers (Proprietorship firms, Partnerships firms, Companies, Corporations (PSU), Consortium) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause (A) of Qualifying Criteria of this Tender.

The conditions for Consortium Bids will be as follows:

II. (a) Number of bidders in a Consortium shall not be more than three.
(b) A member of the Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium in the same Tender.
(c) The Tender Form shall be purchased and submitted only in the name of the Consortium and not in the name of any of the constituent member.

III. Traditional Wagon builders or bidders who shall have a conflict of interest in the opinion of BCL are not eligible to participate in this tender. All bidders found to have a conflict of interest shall be disqualified.

IV. EMD shall be submitted in the name of Consortium or in the name of Lead Member of the Consortium, if the member of the Consortium intend to.

V. Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the bidder (any member in case of JV/Consortium members) as on the date of tender submission. The bidder should submit undertaking to this effect.

VI. One of the members of the Consortium shall be its Lead Member who shall have a majority (at least 51%) share of interest in the Consortium and any of the member must have met either of the Financial or Technical Eligibility criteria. (Consortium as a whole shall meet the qualifying norms in respect to the work experience and turnover requirement).

VII. A copy of Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted by the Consortium along with the Tender. The complete details of the members of Consortium, their share & responsibility in the Consortium, particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

VIII. Once the Tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the Tender. In case the bidder fails to observe / comply with this stipulation, the full EMD amount shall be forfeited.

IX. Approval for change of constitution of Consortium shall be at the sole discretion of BCL. The constitution of the Consortium shall not be allowed to be modified after submission of the bid, except when modification becomes inevitable due to succession laws etc. And in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the Consortium. Failure to observe this requirement would render the Tender to be invalid.

X. Similarly, after contract is awarded, the constitution of the Consortium shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all the consequential
penal action as per contract condition.

XI. Work order will be placed in the name of Consortium, or, in the name of Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the Tender.

XII. On issue of contract to a Consortium, a single Performance Guarantee shall be submitted by the Consortium as per tender conditions. All the Guarantees shall be accepted in the name of Consortium and no splitting of Guarantees amongst the members of Consortium shall be accepted.

XIII. Joint and several liabilities: - Members of the Consortium to which the contract is awarded, shall be jointly and severally liable to BCL for execution of the project in accordance with General & Special conditions of contract. The Consortium members shall also be liable jointly and severally for the loss, damages caused to BCL during the course of execution of the contract or due to non-execution of the contract or part thereof.

XIV. Payments will be made to the Consortium, or, to the Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the Tender. BCL will not take the responsibility to apportion the payment among the members of the Consortium.

XV. Duration of Consortium Agreement: - It shall be valid during the entire currency of the contract including the period of extension, if any and the guarantee period after the work is completed.

XVI. Governing Law: - The Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

XVII. Authorized member : - Consortium members shall authorize one of the members on behalf of the Consortium to deal with the Tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done and similar such action in respect of the said tender / contract. All notices / correspondences with respect to the tender / contract shall be sent only to this authorized member of the Consortium.

XVIII. No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that BCL in respect of the said tender / contract.

XIX. Documents to be enclosed by the Consortium along with the tender:

(a) In case of one or more of the members of the Consortium is/are Partnership firm(s), following documents are to be submitted.

(i) Notary certified copy of the Partnership deed
(ii) Consent of all the members to enter into the Consortium agreement on a stamp paper of appropriate value (in original)
(iii) Power of attorney (duly registered) in favour of one of the partners of the Partnership firm to sign the Consortium Agreement on behalf of the Partnership firm & create liability against the firm

(b) In case of one or more of the members of the Consortium is/are Proprietary firm(s), following documents shall be enclosed:
Affidavit on stamp paper of appropriate value declaring his/her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern OR he/she is in position of KARTA of Hindu Undivided Family (HUF) and he/she has the authority, power and & consent given by other partners to act on behalf of HUF.

(c) In case of one or more of the members of the Consortium is/are limited company(s), following documents shall be enclosed:

(i) Notary certified copy of the resolutions of the Directors of the Company, permitting the Company to enter into a Consortium, authorizing one of the Directors or Managers to sign Consortium agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and / or do any other act on behalf of the company.

(ii) Copy of Memorandum of Articles of the Company.

(iii) Power of Attorney (duly registered) by the Company authorizing the person to do/act mentioned in para (i) above.

XX. Bidder (any member in case of consortium) must not have suffered bankruptcy/insolvency during the last 3 years. The bidder should submit undertaking to this effect in Techno-commercial Bid.

(B) **METHOD OF SUBMISSION:**

**PART – I: Techno-Commercial Bid:**

i) Tenderer should submit all documents related to their credential as per tender eligibility criteria i.e. proof of past performance / experience for the said job, documents related to the above mentioned qualifying criteria are to be submitted in the credential part.

ii) PAN and copy of IT returns filed with IT authority of last 03 years.

iii) GSTIN No. Of the vendor.

iv) License regarding engagement of workers in the contract works from Labour Department or to submit an undertaking stating that such licence shall be arranged by the contractor within 07 days from the date of receipt of order.

v) List of details of works executed and under execution.

vi) List of Tools and Plants available for deploying at site for the present scope.

vii) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2019. Solvency certificate issued by Banker of the bidder.

viii) Documents relating to Registration of PF & ESI.

ix) Tenderer should submit the following declarations

- Declaration of tender (as per format provided).
- Tenderer have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.
- Indemnifying BCL as given in tender document. (refer para for “Indemnity” in the tender document).
x) **Earnest Money Deposit (E.M.D)**

a. Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh Only)** is required to be submitted by Crossed A/C Payee Demand Draft/ Pay Order in favour of *Braithwaite & Co. Limited*, payable at *Kolkata*, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items only and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.

b. EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

c. EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

Bidders are responsible for authenticity of their submitted documents submitted in their bid. In the event of fraudulent effort the same is liable for rejection.

**Offers without the above documents may be liable to be rejected as “Techno-commercially non Responsive”**.

**PART – II: Price Bid.**

Price Bid in 2nd part of the tender should contain only price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder’s authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders to enable the bidders to be present during such opening. No overwriting or correction will be allowed in Price part. **Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder including the individual rates in totality. No alteration in the price format is allowed. In case of non-submission of Price Bid properly, the offer is liable for rejection.**

(C) **SCOPE**

The scope of work in brief is ‘complete Preparation, Fabrication & Assembly Side Body & End Body for BOXNHL MBS (Design-D) wagons in the workshop of BCL and fitment of the same to underframe at Samastipur Workshop, ECR as per tender conditions.

- **Quantity of wagons:** 180 nos wagons. Each wagon shall consist of 2 nos Side Body and 2 nos End Body.
  - **Bidder shall note that the job of** Complete preparation, fabrication & assembly of Side Body & End Body for BOXNHL MBS Wagons (Design-D) shall be done in the workshop of BCL.
  - **Fitment of Side Wall & End Wall to Underframe of BOXNHL MBS (Design-D) wagons shall be done at Mechanical Workshop of Samastipur- E.C. Railway.**

The detailed scope of work pertaining to BCL’s scope as well as in contractor’s scope are as under.
1.0 **BCL’s Scope:**

- RDSO approved Drawings
- Raw steel for fabrication job.
- Compressed Air, Electricity & space.
- EOT Crane, Shearing Machine, Radial Drill Machine, BSS (without manpower but with maintenance)
- CNC machine with operator (Tips for CNC machine to be provided by the contractor as per requirement).
- Transportation of fabricated Side Body and End Body from BCL’s Workshop to Samastipur site.

2.0 **Contractor’s Scope & responsibilities**

(a) Preparation, Fabrication & Assembly of Side Body & End Body for BOXNHL MBS (Design-D) wagon:

- **Place of Work:** BCL’s Workshop
- **Mobilization:** Contractor shall mobilize all equipment and manpower within 7 days from the date of receiving of Purchase Order / LOI.
- **Inspection:** Inspection will be done by BCL Inspection Officials and finally by RDSO/RITES.
- **Traceability:** Traceability of materials, identification marks on each raw materials, prepared materials as per given lot no., marking, cutting, pressing, drilling, materials handling, welding and fitting comes under contractors scope of work. Traceability record as per G 72 (latest) of India Railways to be maintained.
- **All work to be done as per RDSO’s Guidelines / Norms, RDSO specification WD-02 BOXNHL 2011 of March;2011 (or with latest) and RDSO DRG No. WD-09034-S-Alt.5 (or with latest Alt) and WD-09034-S-06 Alt. 7 (or with latest Alt).**

- **MANUFACTURING SCOPE:**
  - Fixture, Jigs and Templates for fabrication and assembly of Body Side and Body End for BOXNHL wagon - preparation and development of all Jigs. Fixtures and Template etc according to approved drawings for the job (as per requirement) shall be the responsibility of the contractor.
  - Complete preparation of materials including all types of Drilling, Edge Cutting, Pressing, Bending etc according to requirement of the job.
  - Complete fabrication and assembly of Body Side and Body End including its welding.
  - Required grinding, spatter removing and finishing in all respect to the complete the job.
  - Misc. Repairing, grinding, chipping and finishing work per requirement of RDSO/RITES’s Inspector & QA/BCL at the time of final inspection.

- Contractor is solely responsible for implementation of any sort of alteration / rectification of RDSO/ RITES’ drawings/ Guidelines during execution of job without any additional cost.

- **Scope of supply (to be procured as per approved Drawings and RDSO norms & to be received in BCL’s workshop with requisite documents).**
  - CRF Sections (for Side Body and End Body) including CRF Crib Angle and CRF End Angles.
❖ Other components (as per requirement).
❖ MIG Wire, MMAW Electrodes (from RDSO approved vendors only)
❖ Oxygen Gas, Argon Gas, CO2, LPG.
❖ Required consumables as per requirement to complete the job.

➢ MACHINARIES (ALONG WITH ACCESSORIES & MAINTENANCE WHEREVER APPLICABLE) & MANPOWER

❖ Gas cutting set, Grinding M/c, Portable Drilling M/c
❖ Welding M/c, MIG Welding Machine, Plasma Cutting M/c.
❖ Required Tools & Tackles, Measuring Instrument / equipment.
❖ Drill Bits, Portable Electrode Heater/Oven.
❖ Electrical Board along with wires & cables, Extension Cable with board etc.
❖ Required wire sling rope, pneumatic hose pipe (required Nipple & Clamps).
❖ TIPS for CNC M/c (as per requirement)
❖ Skilled labour along with experienced Supervisors to complete the job in all respect.
❖ EOT crane operators and its slingers.
❖ Deploy experienced technical (Mechanical & Electrical) person to execute the job.

➢ Other instruction/Responsibilities of contractor.

❖ Target: Side Body & End Body for 45 nos BOXNHL wagons in each month.
❖ Material testing as per guidelines of RDSO / RITES.
❖ Proper stacking of finished materials as per instruction of shop-in-charge.
❖ Generated scrap to be stacked as per instruction of shop-in-charge.
❖ Empty Spool should be handed over to BCL Store as per instruction.
❖ Safety measures to be taken as per industrial norms.
❖ Consignee for the different materials which are in the scope of contractor shall be at the address of BCL’s workshop where fabrication work shall be carried out.
❖ BCL’s reserves the right to issue dummy orders for different material for accounting purpose.
❖ Material loading on the vehicle at the time of delivery of finished side body & end body to site.

(b) Fitment of Side Body & End Body on underframe of BOXNHL MBS (Design-D) wagon at Samastipur workshop of E.C. Railway

WORKING SCOPE:

❖ Crib Angle to be fitted and welded with rib and stiffener as per relevant Drg.
❖ Crib Angle to be fitted on under frame with floor plate by welding as per relevant Drg.
❖ End angle to be fitted on under frame with floor plate by welding as per relevant Drg.
❖ Fitment of 02 nos. Side wall, 02 nos. End wall to under frame of BOXNHL MBS wagon by Nut & Bolt and alignment should be done properly. (Under frame of BOXNHL-MBS wagon will be supplied by Railway).
❖ Miscellaneous repairing, grinding and finishing work as per requirement of inspecting agency / authorized representative of Railways.
❖ Contractor is solely responsible for implementation of any sort of alteration / rectification of RDSO drawings / guidelines during execution of job.
❖ Loading / unloading of materials at Samastipur workshop.

COMPONENTS (PROCUREMENT AS PER NORMS OF RDSO):

❖ MIG Wire, MMAW Electrodes
❖ Required Nuts & Bolts for fitment of Side Body and End Body with under frame of BOXNHL-MBS wagons at Samastipur workshop site.
Required consumables etc.
- Oxygen gas, Argon gas, Co2 & LPG.

**MACHINERIES (ALONG WITH ACCESSORIES & MAINTENANCE WHEREVER, APPLICABLE) & MANPOWER:**

- Gas cutting set, Grinding machine, Portable Drilling machine & Reamer machine.
- Welding Machine, MIG Welding machine.
- Required tools & tackles, measuring instruments / equipment.
- Drill bits, Reamer Bits, Portable Electrode Heater / Oven.
- Electrical Board, Main switch (along with required wires & cable), extension cable with board etc.
- Skilled labour along with experienced Supervisors to complete the job in all respect.
- Deployment of experienced technical (mechanical & electrical) persons to execute the job.

- **Target-** Minimum 40 wagons per month and / or as per requirement.

**OTHER TERMS & CONDITIONS FOR JOB EXECUTION FOR COMPLIANCE BY CONTRACTOR**

1) Contractor has to use his own resources like material handling and all necessary equipment required for undertaking the work as specified in the tender.

2) Any material used for the work must conform to relevant specifications, drawings & technical bulletins duly inspected by RDSO / RITES as applicable. The bills etc. specifying the material must be shown to authorized Railway representative through BCL on demand to assess their suitability & conformance to specification. Material not meeting specifications will be rejected at all cost of the contractor. The authorised Railway representative of BCL will have the access at all times to check the tools, quality of materials & consumable being used by contractor for executing this work. The record of tools & consumables used by the contractor's staff also to be recorded by contractor's supervisors on one time & daily basis respectively.

3) The work at site will be carried out at nominated lines / sheds of Smastipur workshop of E.C. Railway. However, the complete work may be shifted to any location in EC Railway in case railway feels the need for the same.

4) Work shall be measured in terms of wagon sets i.e. fabrication and fitment of 2 nos. Side Walls and 2 nos. End Wall to the under frame of a wagon will make one wagon set outturn.

5) The fitment of side wall and end walls to the under frame shall be done according to the schedule given by Railway Administration or its authorised representative. Availability of under frame for fitment may increase or decrease from the planned outturn. The contractor is advised to build a buffer stock of side walls and end walls to meet their sudden demand for fitment to under frame. In case, fewer / no under frame is made available by Railways for fitment, the contractor will not withheld the fabrication of side walls and end walls. Contractor is advised to have sufficient stock of material at site to maintain desired rate of outturn.

6) In case, no under frame is offered for fitment due to unforeseen circumstances, contractor will have no claim for compensatory payment.

7) No Machinery & Plants other than EOT crane with operator will be given at site by the Railway for this work. Contractor shall have to arrange all materials, machine, tooling, material handling equipment & consumables for the work as per required in this contract. If extra lighting arrangement other than that already provided on nominated lines / sheds required at site, the same shall be arranged by the contractor.

8) Electricity shall be available inside workshop premises at free of cost to the contractor for the work related to this contract. However, contractor itself will arrange accessories like wires, power plugs, extensions etc. for getting connection from the available Railway Electric Supply points. Contractor will ensure every safety measures as required in its electrical installations.

9) If Railway is unable to provide electricity due to any reason, contractor shall make alternative arrangements of electricity within earlier possible time at work site for running of different machines arranged by him to carry out the work.
10) The work shall be carried out without affecting Railway working & in consultation with authorised representative of Railway through BCL.

11) As the work is to be carried out in BCL / Rly premises, every precaution shall be taken by the contractor to protect their labour, materials, tracks & rolling stocks in those premises. Contractor should adhere to all safety rules pertaining to Railway working yards like putting stop board, clamping points etc.

12) The contractor should ensure that the work site is kept free of scraps & litters to enable proper inspection of work. Contractor should ensure compliance of safety procedures in working to prevent personal injury & loss of Railway property.

13) All direct or indirect costs & obligations pertaining to employment of specialized manpower & equipment shall be borne by the contractor.

14) The railway may provide office space for contractor’s record keeping purpose. Space for storage of materials may also be provided, if available. Contractor shall liaise with Railway through BCL for getting these facilities if available. The contractor should arrange round the clock guarding & security of its materials & machinery etc. kept at worksite at Samastipur and accommodation if provided for use by the contractor. BCL shall not be responsible for any loss of material or stores belonging to the contractor kept at worksite for this work.

15) The work shall be carried out in general shift or as directed by Rly authorities, subject to fulfilment of various labour laws / obligations as applicable.

16) The contractor shall furnish complete list of all the staff including supervisor(s) with their complete bio-data with details like name, qualification, address, contact number etc. and their employment timing to the Railway Administration through BCL before starting the actual work at site.

17) The contractor shall get all his staff verified by local Police authority. The contractor shall issue photo identity badges / ID card (through BCL) duly countersigned by Railway Officer / RPF to all his staff including supervisor(s). The ID card shall carry the photograph, name, father’s name, address, contact number etc. The contractor’s name, address and contact number shall be printed on the back side of the identity card. These identity badges should be so carried that they can be worn by contractor labour on left of the chest at the place of work or during their presence on Railway premises. Only those employees will be allowed to work inside the workshop / Depot / Yard premises, details of whose have been submitted to the Railway Administration through BCL and carrying proper identity card.

18) In case any change in staff, contractor shall immediately inform this to BCL / Railway Administration and will complete necessary formalities as mentioned above.

19) The contractor shall not allow anybody to use the premises for any purpose other than that is permitted under the contract.

20) The contractor will provide all safety equipments as required for the work like Industrial Safety Shoes, Helmets, Gloves, and Welding Goggles etc. to his entire staff and ensure the use of the same while on duty. It will be the responsibility of contractor to give compensation to its staff against any loss / damage caused by accidents, injuries, thefts or any other reasons.

21) The contractor should take utmost care to ensure that no damage to the under frames and other wagons if any, during fitment work.

22) Irreversible damage to the under frames and other wagons caused by careless working or improper working procedure by the contractor’s staff, shall attract penalty as deem fit.

23) Contractor should assist BCL / carry out the responsibilities through BCL towards getting clearance from Railway authority against completed job, subsequent bill preparation and submission of the same with proper documents as well as clearing the payment from Railway authority.

(D) ADDITIONAL TERMS & CONDITIONS

i) There shall be no splitting of the job. Entire work shall be awarded to one party.

ii) Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
iii) Order quantity may vary to the extent of +/ - 30% of tendered quantity as per discretion of BCL. BCL reserves the right to place repeat order for maximum of 75% of the tender quantity at same rate, terms & conditions.

iv) BCL reserve the right to terminate the order by giving 21 (twenty one) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship and materials. In case the order placed by customer on BCL is cancelled, the order to be placed by BCL against this tender will be correspondingly terminated without any financial implication on BCL.

v) Terms, Conditions & Specifications including amendments thereof as applicable in the contract between Railways and BCL will also be applicable to the contract resulting from this tender wherever applicable, as deemed fit by BCL.

vi) It is intended that bidders shall quote for the full tender quantity. In case full tender quantities are not quoted, BCL reserves the right to reject the offer.

(E) GENERAL TERMS AND CONDITIONS –

(i) RATE:

♦ Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format.

♦ The rates for ‘Fabrication, assembly and supply of Side Body & End Body for BOXNHL-MBS (Design-D) wagons along with fitment of Side Wall & End Wall to under frame, shall be inclusive of GST, but break-up is to be indicated.

♦ Quoted rate shall remain Firm till the original delivery period only. In the event of lower rate received in the subsequent tender with same scope of work, such lower rate shall be imposed for any D.P. extension beyond the original delivery period.

♦ If any materials / sub-assemblies which are in the scope of contractor but provided by BCL, depending on availability, for avoiding delay and for meeting delivery targets, the cost of such materials / sub-assemblies shall be recovered on “cost recovery” basis by applying, any one the following which one would be highest:

   (i) Financing cost plus administrative overhead i.e. total @20% of the cost of the material shall be loaded during recovery.

   OR

(ii) Cost of material indicated by vendor in their tender.

♦ In case any materials / sub-assemblies which are in the scope of contractor but provided by BCL on “Loan basis” for urgency of execution and delayed procurement by contractor, BCL reserves the right to recover an amount of 2% per month or part thereof of the cost of such materials / sub-assemblies for the period till the loaned goods are returned by the contractor. Such recovery shall be made from the bills of the contractor.

(ii) DELIVERY:

Delivery is the essence of the contract. The contractor should adhere the delivery schedule as stated in target condition. However, the awarded job shall be completed in 05 (five) months from the date of issue of LOI / P.O.

However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning. Work to be done on 24 X 7 basis and as instructed by Workshop In-charge.
Contractor shall mobilize all equipment and manpower within 7 days from the date of receiving of PO/LOI.

(iii) **PAYMENT:**
Payment will be made progressively on receipt of bills on monthly basis. Bill will be accepted after issuance of DM by RDSO for the finished side body & end body and fitting of the same to underframe at Samastipur Workshop, duly passed & cleared by Rly authorities in wagon sets.

**All payments shall be released after receipt of corresponding payments from BCL’s customer.** No ad-hoc payment shall be made. Monthly wage sheets for the deployed workmen / staffs, etc to be submitted along with the bill.

The deductions from BCL’s payments if made by BCL’s customer towards penalty or other reasons due to non-fulfilment of obligations pertaining to the contract, the same will be recovered from your bills.

All challans & invoices submitted by the bidder should be GST compliant. Payment of GST portion shall be as stipulated in the para for “Taxes & Duties”.

Other Statutory deductions like Income Tax etc. will be made at source from the payments to be released to the contractor as applicable.

The existing procedure in BCL permits payments through RTGS mode. For this purpose, a Mandate Form is enclosed with the tender and the bidders shall submit the Mandate Form, dully filled in, along with the Part-I offer (i.e. Techno-commercial Bid). Bank charges towards RTGS will be borne by the contractor.

MSME vendors may avail their payment through TReDs platform. All discounting charges, fees etc if necessary for payment through TReDs, the same shall be in contractor’s account.

The contractor shall submit a ‘no claim certificate’ along with final bill or else the payment of final bill cannot be done.

(iv) **SPECIFICATION, DRAWINGS, TECHNICAL DETAILS ETC.:**
The specification, drawings, bill of materials & other technical information can be seen by the bidders from the office of Works Manager (I/c)-CW& VW of BCL before quoting. The bidders shall read and understand the technical documents before quoting. A declaration in the techno-commercial bid shall have to be submitted by the bidder that the design, specification, drawings & other technical information have been fully read and understood and accordingly prices have been quoted in price bid.

Queries, if any, may be clarified from our Works Manager (I/C)-CW&VW authority.

(v) **QUALITY PLAN:**
The execution of awarded work shall be as per the approved QAP & WPS of the wagon.

(vi) **INSPECTION:**
Stage inspection will be carried out by Quality Control Department of BCL for each wagon. Final Inspection will be made by BCL and ultimately by RDSO for obtaining DM of side body and end body. For final inspection of fitment work at site shall be done by Railway authorities.
(vii) **TAXES & DUTIES:**
GST shall be paid as per rate as applicable for the job. Bidder’s quoted rate should also take into consideration availing input credits by the bidder on all materials / components on their procurement cost which are in the scope of bidder i.e. quoted rate shall be net of input credit. However, in case of any downward statutory variation of above mentioned GST rates on the awarded job due to Govt. Notification, the same shall be passed on to BCL’s Account.

The Contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities. They shall have compliance regarding documentation / monthly returns to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount. BCL reserves the right to keep the payment of GST Amount on hold till receipt of ITC by BCL.

(F) **SPECIAL TERMS AND CONDITIONS:**

(i) **Validity of the offer:**
Offer shall remain valid for a period of 90 days from the date of opening of this tender.

(ii) **Security Deposit:**
(a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue / receipt of the Purchase Order. In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of receipt of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.

(b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change after words.

(c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.

(d) Security Deposit will be returned only on completion of contractor’s obligations under the contract including any warranty obligation or specified in the contract.

(iii) **Performance Guarantee:**
The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue / receipt of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall remain valid up to the warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.

Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.
NOTE:
(1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party’s bills.
(2) MSE vendors may opt for submission of S.D. or PBG as per their choice.

(iii) Penalty:

a) Timely execution of the job and adhering to the delivery schedule is the essence of the contract.

b) If contractor fails to provide specific number of wagon (minimum 35 no of wagons per month.) after completing work of fabrication and fitment, a penalty of Rs. 15,000/- (Rupees Fifteen thousands) per wagon set shall be imposed for the no. Of shortfall from the target out turn ( 35 no. of wagons per month). In case in any calendar month, no. of offered underframes for fitment is less than as specified, target out turn shall be the actual no. of offered underframe for the calculation of penalty.

c) Penalty upto Rs. 3,000/- ( Rupees Three thousands) per wagon set shall be imposed for poor welding quality. Decisions of BCL/Railway Authority regarding acceptance level of welding quality and amount of penalty in any fitted wagon shall be final and binding of the contractor.

d) Penalty upto Rs. 2,000/- (Rupees Two thousands) per event shall be imposed if the method/practice adopted for the work is not sound as per requisite procedure.

e) In case of damage to the railway property due to rough handling in the course of attention of repairs or fire on contractor’s fault, the cost of damage will be recovered as per the extent of damage assessed by BCL/ Railway Authority.

f) The decision of Railway Authority regarding the imposition of penalty shall be final and binding on the contractor.

g) In case at any time during contract period, cumulative amount of penalty imposed by the Railway Authority exceeds 25% of contract value, the contract for the work may be terminated if such is exercised by Railway authority on BCL.

(v) Risk Purchase:
In the event of failure or delayed execution beyond the specified delivery schedule for reasons not attributed to BCL, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.

(vi) Arbitration:
All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996.
statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

(vii) **Warranty:**
The contractor warrants that the jobs performed under the Contract are free from any defect and that workmanship and shall be of highest grade and consistent with the established and generally accepted for goods of the type ordered and full conformity with the contract specification and sample, if any and shall be operable, if operated properly.

This warranty shall survive inspection of payment for acceptance for the goods but shall expire on 24 (Twenty four) months from the date of turn out.

The contractor shall if required replace or repair the goods or such portion thereof as is rejected by the Purchaser, free of cost at the ultimate destination or at the option of Purchaser, the contractor shall pay to the Purchaser the value thereof at the contract price or in the absence of such price decided by the Purchaser and such other expenditure and damages as may arise by reason of breach of the conditions herein specified. The decision of the Purchaser in regard to the contractor’s liability and the amount, if any payable under this warranty shall be final and conclusive.

(viii) **Wastage / Scrap / Off-cuts:**
All the wastage / scrap / off-cuts generated during the fabrication by contractor shall be the property of BCL. Contractor shall not have any claim on any wastage / scrap / off-cuts generated for the job against this contract. However, efforts to be made to minimize the off-cuts as guided by shop in-charge time to time.

(ix) **Material Reconciliation:**
Contractor has to submit Material Reconciliation Statement for all materials supplied by BCL. The statement to be submitted and duly certified by BCL’s representatives at the time of submission of bill for the last 10% of prevailing ordered quantity of wagons. Material Reconciliation Statement shall be as per Format enclosed with this tender. The same is to be attached with the bill applicable for last 10% prevailing ordered quantity for release of payment. BCL reserves the right to issue dummy order for issue of M.R.R for different components & consumables which are in contractor’s scope against details to be submitted by contractor. For issue of Dummy order, if decided, contractor shall submit necessary details to BCL before receipt of 1st payment.

(x) **Sub-contracting:**
The contractor shall not sub-contract or assign this work or any part thereof without the permission of BCL. In the event of the vendor sub-contracting or assigning this work or part thereof without such permission, BCL shall be entitled to cancel the order and execute the same elsewhere at the risk and cost of the contractor and the contractor shall be liable for any loss or damage which BCL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

(xi) **Quality:**
In case of any quality complaints related to supply, workmanship or any other matter related to the contract, arriving during tenure of contract including guarantee / warranty period, the contractor has to correct / repair / replace the same immediately at their own cost in such a way so that BCL’s interest & reputation is not affected. The contractor will be solely responsible for rectification of all such issues. Any liability, if imposed on BCL, the same shall be borne by the contractor.
(xii) Contractor's Responsibility (as per Production requirement):
Contractor’s responsibility shall be as defined in the Scope of this tender. The following statutory obligations shall have to be complied by the contractor.

STATUTORY OBLIGATIONS:

a. The Contractor will fulfill statutory obligations under various statutes as given below or any other statutes as applicable:
   iii. E.S.I. Act Scheme. Employees State Insurance Act, 1948 & Rules, Scheme there under.
   vi. Payment of Bonus Act, & Rules there under.

b. Contractor shall obtain necessary labour licenses issued by concerned Labour Department, Govt. of India, for working in BCL's workshop & at site for the tendered job for commencement of the work. Such license shall have to be submitted to BCL failing which BCL reserves the right to terminate the contract and take appropriate actions as deemed fit against the contractor.

c. The bidders should declare that they will be complying with the provisions & statutory requirements as required and BCL shall not be responsible for such acts & omissions in the part of contractor violating statutory provisions.

d. The Contractor shall have to comply with all statutory responsibilities under various statutes and shall be having valid Registration No. under P.F Act, ESI Act, etc. The contractor shall make statutory contributions under various Acts and submit proof of such payments along with the bills in respect of the employees engaged in BCL.

e. The Contractor's workmen should be covered by proper insurance against any injury / accident and or death. Braithwaite will not be responsible on this account under any circumstances. In case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.

f. The contractor should make timely wages payment to workmen under them through digital mode / cheque and proof of such payment must be enclosed along with the bill.

g. Canteen facilities, if any, shall be provided & maintained by the contractor for use of contract labour engaged by them.

h. The employees of the contractor should follow all the instruction given to their authorized representative while doing job at the works of Braithwaite & Co. Ltd.

i. In case of any damage done to materials / machineries / properties of Braithwaite by contractor's people during execution of work, it will be binding to the contractor to compensate Braithwaite for the damage done and amount of compensation will be decided by Braithwaite.

j. The Contractor must provide PPE to their workmen.

k. The Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause no 54 & 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed & hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / Company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under:
   (a) Contractor shall apply for online registration of his company / firm etc in the Shramik kalyan portal with requisite details subsequent to issue of Letter of
Acceptance. Engineer shall approve the Contractor’s registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No) for subsequent use of Portal for all LoAs issued in his favour.

(c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

1. While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances” or “Performance Guarantee / Security Deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in).

(G) INDEMNITY:
The contractor shall indemnify BCL against all claims arising out of the obligations which are under the scope of contractor. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect along with their Techno-commercial Bid.

(H) EVALUATION OF LOWEST BID:

- Evaluation of lowest bid shall be made on the basis of receipt of lowest Total Rate Per Wagon inclusive of GST quoted by a bidder quoted in the price bid.

(I) INSTRUCTION TO BIDDERS:
Bidders meeting qualifying criteria of the tender should quote against this tender. Intending Bidders should also submit in the following documents:

- Covering letter for submission of offer.
- Complete set of tender documents including corrigendum, if any, duly signed on each page, as your acceptance of the tender condition & Tender Notice in Toto.
- Documentary evidence related to credentials for the bidder to establish that he fulfils the qualifying Criteria.
- BCL reserves the right to cancel & reject the offers even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, in case of non-compliance to the following bidders:
  - The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements.
  - The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, etc, in earlier works executed with BCL.
  - The bidder must not be blacklisted by any company, Board, organization or Government body.
- The decision of BCL in this regard shall be final without assigning any reasons.

- Bidders should submit a declaration along with Techno-commercial Bid stating that there is no proposal under consideration by them with regard to change of their name / organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name / organisational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.
• Bidders have to submit the Integrity Pact Document (as per Annexure A) along with Techno-commercial Bid.

(J) BRAITHWAITE & CO LIMITED RESERVES THE RIGHT TO:
• Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
• May ask for further clarification during techno-commercial scrutiny of bids received.
• BCL shall not be responsible for any delay, loss, damage for bids sent by post.
• BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
• 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.
• If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.
• The contractors / vendors who have already worked / working in BCL for different jobs, their performance in such jobs shall be reviewed with reference to executions, target, etc and in case the same are not found to be satisfactory in the opinion of BCL, the offers of such bidder will be treated as techno-commercially not eligible and their offer shall not be considered for further processing. The same shall be at the sole discretion of BCL. BCL’s decision in such matters shall be final and binding to the bidders and shall not be matter of dispute.
• Any subsequent changes in Scope of contract and terms & conditions, if imposed by BCL’s customer in the contract with BCL, the same will be applicable with the vendor.

Part II : PRICE BID

Price Bid Format:

i) Price Bid Part shall be opened only if Part –I is qualified.
ii) Rates should be mentioned in figure as well as in words. In case of difference, the rate quoted in words shall be considered.
iii) Quoted rate against this tender shall remain Firm till completion of the order.

PRICE BID FORMAT

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty (Nos.)</th>
<th>Quoted Rate per Wagon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation, Fabrication and Assembly of Side Body &amp; End Body of BOXNHL- MBS (Design ‘D’) wagon at BCL’s workshop and fitment of the same to underframe at Samastipur Workshop, EC Railway as per scope and terms &amp; conditions of the tender. (Each wagon consists of 2 nos Side Body &amp; 2 nos End Body).</td>
<td>180 nos Wagons</td>
<td>Rate (excluding GST)</td>
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</tbody>
</table>

Braithwaite & Co. Ltd
Format for declaration

To,
Dy. Manager (Purchase)
Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata – 700 043

Dear Sir,

Sub: Declaration

Ref: TENDER ENQUIRY NO. …………………………………………………………………………

We hereby submit the following declaration as per requirement of the tender:

i) “We (i.e. the bidder) have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.

ii) We shall indemnify BCL against all claims arising out of the obligations which are under our scope. BCL shall in no way be responsible and be party in respect of any breach and / or fulfillment of obligations by us in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender.

iii) We submit our unconditional acceptance of all terms & conditions of the tender.

iv) We submit the break-up of price i.e. cost of the major components to be supplied by us as per format given in page no 10 and submit the same along with Price bid. We understand that in case this is not submitted, the price bid will be liable for rejection.

Thanking you,

Yours faithfully,

For ___________________

Signature of the Bidder with seal
MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS MODE

To,
Braithwaite & Co. Ltd.
5, Hide Road, Kolkata – 700 043

Dear Sir,

Sub: Authorization for release of payment due from BCL through RBI – RTGS

Ref: Order Number _____________________ dated ________________ and / or Tender / Enquiry / Letter Number ____________________ dated ____________________

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :____________________________________________________

2. Address of the party :____________________________________________________

City: ___________________ PIN CODE : ____________________

E-mail ID: _____________________________________________

Permanent Account Number: _______________________________

3. Particulars of Bank:

<table>
<thead>
<tr>
<th>Bank name</th>
<th>Branch name</th>
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<tbody>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
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<tr>
<td>Pin Code</td>
<td>Branch Code</td>
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(MICR No. (9 Digit Code number appearing on the MICR Band of the Cheque supplied by the BANK. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name and code number)

<table>
<thead>
<tr>
<th>Account type</th>
<th>Savings</th>
<th>Current</th>
<th>Cash Credit</th>
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</thead>
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<tr>
<td>Account Number (as appearing in the Cheque Book)</td>
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RTGS / IFSC Code

4. Date from which the mandate should be effective:

I hereby declare that particulars given above are correct and complete. If any transaction is delayed or not effect for reasons of incomplete or incorrect information, I shall not hold Braithwaite & Co. Ltd., responsible. I also undertake to advise any change in the particulars of any account to facilitate up-dation of records for purpose of credit of amount through RBI – RTGS.

Place: ________________________
Date: ________________________

Signature of the Party / Authorized Signatory
With seal:

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Bank’s Stamp:
Date: ________________________

(Signature of the Authorized Official from the bank)
Bank Seal:
**FORMAT OF MATERIAL RECONCILIATION STATEMENT**

1) P.O No. & Date: ________________________________
2) Job Description: __________________________________
3) Contractor's Name: ________________________________

For items supplied by BCL as per contract:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item description</th>
<th>Qty. issued by BCL</th>
<th>Qty. consumed by the contractor</th>
<th>Balance qty., if any, returned by the contractor</th>
<th>Remarks</th>
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Signature of Stores In-charge / BCL.  
Signature of Production In-charge / BCL.  
Signature of Contractor's Authorized Representative.
ANNEXURE – A

INTEGRITY PACT DOCUMENT
(TO BE EXECUTED IN Plain PAPER)

INTEGRITY PACT
Between
The Braithwaite & Co. Ltd. (BCL) hereinafter referred to as "The BUYER",
and
______________________________________ hereinafter referred to as "The Bidder/Contractor".

Preamble
The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for the successful bidder(s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal
(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tended process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor
(1) The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as
part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualified the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage that the amount of liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 – Previous Transgression**

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders / Contractors**

(1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment it conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders / Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 – External Independent Monitor/ Monitors**

(three in number depending on the size of the contract)
(to be decided by the Chairman of the Principal)

(1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this infatuation directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

__________________________

For the Bidder / Contractor
(Official Seal)

Place: ___________________
Date: ____________________

Witness: 1. ________________
2. ________________