Sealed quotations are invited from capable vendors for execution of Up-gradation & Rehabilitation of 1300 nos. BOXN wagons at Railway yards as per tender conditions.

Tender Documents can be purchased from the office of Dy. Manager(Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 on payment of Rupees 1000/- (Rupees One Thousand only) through DD/ Pay order in favour of “Braithwaite & Co. Limited”. The bidders who are registered with MSME/NSIC/RDSO, are exempted from submission of cost of tender document. Interested parties should submit the offer against this tender to Dy. Manager(Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within 7(Seven) days i.e. within 11.03.2020 at 14.30 hours. The sealed offers should be submitted in tender box no. 1. The offer shall be opened on 11.03.2020 at 15.00 hours on the same day. Bidders may depute their authorized representative for witnessing the names of the responding parties during opening of offers.

The Offer to be submitted shall be in Two Parts i.e Part- I (Techno-commercial Bid), i.e. One Part containing covering letter with credentials/documents, acceptance of scope and terms & conditions extra as required and the Other Part i.e. Part- II (Price Bid) containing offered Price. The two parts shall be in separately sealed envelopes which shall be placed in a third envelope. All envelopes shall bear Tender No., Job Description & due date clearly written on the same.

Price Parts for the qualified bidders shall be opened at a later date in presence of those bidders for which the date of opening shall be intimated.

Any query regarding job requirements may be clarified with prior appointment from DGM (Project), Braithwaite & Co. Ltd, 5, Hide Road, Kolkata, before submission of bid against this tender. No claim shall be entertained afterwards.

Tender documents can also be downloaded from our website www.Braithwaiteindia.com. In such case cost of tender document shall have to submitted along with the Part-I offer i.e. Techno-commercial bid

A.0 CONTENTS OF TENDER

1. Annexure – I : Scope of Work
2. Annexure – II : Instruction to Bidders
3. Annexure – III : Special Conditions of the Contract
4. Annexure – IV : Price Format

Please arrange to submit your competitive offer within the due date.

Enclo:- As stated.

For Braithwaite & Company Limited
SCOPE OF WORK

A) SCOPE OF WORK APPLICABLE FOR CONTRACTOR

1. 1.1 The successful bidder will be solely responsible to execute the order of Up-gradation & Rehabilitation of 1300 nos. BOXN wagons at site at Railway Yard at WRC/ BMY of SEC Railway to the entire satisfaction of BCL/ it's Customer. The work to be carried out shall consider the related scope and terms & conditions issued by BCL’s customer on BCL. Bidder should see and satisfy themselves about the scope of work and jobs to be carried out against this tender and study the relevant contract before quoting from the office of DGM Project, BCL- 5, Hide Road, Kolkata. Bidder should be familiar with the relevant drawings and specifications required for the tendered job. The scope of work of the contractor in general shall cover the following apart from contractor's responsibilities specified in this tender:

   a) Deployment of sufficient number of manpower to meet the completion schedule of the order placed by Zonal Railways at site.
   b) Deployment of all machineries and equipments including tools and tackles for completing the rehabilitation of the wagon as per schedule.
   c) To provide all consumables like, electrodes, paints, cutting gases etc. required for carrying out the work.
   d) Receiving /Storing and utilizing different materials e.g. Raw Materials, Components, Consumables etc. and carrying out the Up-gradation & Rehabilitation work with the same.
   e) Any other activities required as per terms and conditions of the Railway’s contract. Bidders may see and study the details of activities along with terms & conditions of Railways contract on BCL from the office of DGM (Project), Braithwaite & Co.Ltd., 5, Hider Road, Kolkata - 700043 prior to submission of offer.

2. To coordinate with other statutory authorities for compliance of statutory requirement in respect of Taxes / Duties/ Levies whether Central / State / Local including Labour laws during execution of the job.

3. Any / all other expenses incurred during execution of the job will be borne by the successful bidder and BCL will not be responsible for the same.

B) BCL SCOPE:

1. 1.1 BCL Scope shall generally include the following

   a) Dealing with Railways for all contractual matters, billing collection etc.
   b) Supply of Flap Doors along with components (door hinge long & short, door and hold) for the upgraded wagon (Approximate cost of one door will be Rs 10000/- including GST & delivery to site). Door will be fitted by the contractor.
   c) Procurement and supply of Raw Steel, Coupler, CRF, other DM items & other components if any with mutually agreed payment terms with the contractor along with trading amount.
   d) Over all supervision, follow-up and control for successful execution of the job awarded by Railway of BCL.

Signature of the Bidder with date and Seal
INSTRUCTION TO BIDDERS

1.0. MODE OF SUBMISSION OF OFFER

1.1. Offer shall be submitted in two parts (Part – I : Techno-Commercial Bid and Part – II : Price Bid) each in separate sealed envelopes.

1.2. Both the envelopes to be placed in third envelope and Tender No., Due Date & Time shall be super-scribed on each envelope.

1.3. Envelopes shall be addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700043.

1.4. Consortium Bid is not allowed.

1.5. Traditional Wagon Builders having conflict of interest in business with BCL are not allowed to participate in this tender.

2.0. CONTENT OF BIDS

2.1. Techno Commercial Bid shall contain the following :-
   a) Documentary evidence in support of qualifying requirement.
   b) P. F., ESI & GST registration certificate.
   c) Trade License from concerned authorities.
   d) PAN
   e) Scope of Work, Instruction to Bidders and Special Terms and Conditions duly signed by the bidder on each page as a token of acceptance & to be returned with Techno Commercial Bid.
   f) Declaration as required in the tender
   g) Integrity Pact duly signed and stamp as token of acceptance

2.2. Price Bid shall contain the following:-
   a) Price Format duly filled and signed

3.0. RATES

3.1. Rate shall be quoted as per Price Bid Format given in the tender document.

3.2. All released materials / scrap shall be the property of Railways and hence no credit for the same shall be considered by the bidder while quoting their rates against this tender.

3.3. Price Variation Clause if granted by BCL Customer shall be made applicable to the bidder

4.0 QUALIFYING REQUIREMENT

The bidder shall meet the following conditions of eligibility and submit the relevant documents along with Techno commercial Bid. :

4.1 Financial Eligibility:
The bidder should have average annual turnover of Rs. 3446 lakhs (34.46 crores) during last three years ending on 31.03.19. Bidder must have earned net profit in any of the last three years ending on 31.03.19 and should have positive net worth as on 31.03.2019.
Audited Balance Sheet and Profit & Loss accounts for last three financial years ending 31.03.2019 need to be submitted in support of above requirement.

4.2 **Technical Eligibility**

4.2.1 Experience of having successfully executed / executing similar works (defined below) during last 07 (seven) years ending on 29.02.2020 fulfilling any of the following criteria.

- Three similar works each costing not less than Rs. 4595 lakhs OR three similar works of quantity not less than 520 Nos. Wagons against each such job.
- OR
- Two similar works each costing not less than Rs. 5744 lakh OR two similar works of quantity not less than 650 Nos. Wagons against each such job.
- OR
- One similar work costing not less than Rs. 9191 lakh OR one similar work of quantity not less than 1040 Nos. Wagon against such job.

The term “similar works” means works of following nature:

a) Repair / Rehabilitation / Up-gradation of Wagons.

b) Newly Built Wagons

4.2.2 The bidder should have also executed Repairing / Newly built wagon of 1200 nos. in a year during last three years in single contract against which execution in consecutive 3 (Three) months should not be less than 200 nos. per month in the said contract.

4.2.3. The bidder should submit copies of Work Order / Purchase order & completion certificates / documents that the bidder has successfully executed the job and fulfilling the above technical eligibility condition. In case of running order, jobs executed till 29.02.2020 shall be considered.

4.3. The bidder should have registration with PF, ESIC & GST. Copies of the same are to be enclosed with the Techno-commercial Bid.

4.0 **TERMS & CONDITIONS**

4.1 **Payment Terms**: All payments shall be released after receipt of corresponding payments from BCL’s customer. The deductions to be made from BCL’s bills by its customer shall be applicable to the bidder. Stage payments as will be permitted in the contract between BCL & its customer shall generally be considered except for Advance payments. Bills to be submitted by the successful bidder should contain relevant documents. Bills should be GST compliant.

5.2 **Income Tax**: Income Tax, as applicable, will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.

5.3 **Compliance of Statutory Acts / Rules**: The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971 (b) Payment of Bonus Act 1948 (c) ESI Act 1948 (d) Workmen Compensation Act 1923 (e) Factory Act 1948 and (f) Central Minimum Wages Act and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reason of his default either wishfully or by ignorance.
5.4.1 **Arbitration** - All questions, disputes or differences whatsoever arising between the BCL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. CMD-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.

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

5.4.3 No e-mail / FAX quotation will be accepted.

5.4.4 Bidders sending offer by post will do so, solely on their own risk and BCL will not be responsible for any loss in transit or postal delay.

5.4.5 Incomplete offer or offers submitted with condition(s) at variance with Special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.

5.4.6 In the event of BCL’s office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Braithwaite & Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such bidder who may like to be present.

5.4.7 The successful bidder (i.e. contractor) should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.

5.4.8 The safety of men and material will be sole responsibility of the contractor and BCL shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor to any third party including the same of BCL’s customer. Contractor to take all the measures in respect of compliance of all safety & statutory requirements.

5.4.9 The contractor shall indemnify BCL against damage or loss to the property and injury to the workmen of the contractor when such damage, loss or injury is on account of any act on the part of contractor or his men.

6.0 If a contractor fails to carry out his duty to the satisfaction of BCL / its customer, it shall be open to BCL to engage other persons / contractor without any notice to the contractor and also to cancel the contract without assigning any reason and any loss or additional expenses incurred by the company will be borne by the contractor.

6.1 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by BCL / Statutory authorities / BCL's customer, whenever required.

7.0 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.

8.0 It would be responsibility of the successful contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particulars will be furnished to BCL before releasing of next payment.
BCL authorities shall not entertain disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.

9.0 Each and every page of the tender document should be signed by the tenderer and returned with the Techno Commercial Bid as a token of acceptance.

Annexure – III

SPECIAL CONDITIONS OF CONTRACT

1.0. GENERAL

1.1. Offer shall remain valid for a period of 90 days from the date of opening of this tender.

1.2. Earnest Money Deposit (EMD)
Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lacs only) is required to be submitted by crossed Account 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 SSI, NSIC, MSME, DGS & D, RDSO or PSU units, may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with Techno-commercial Bid.

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.

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 in their bid. In the event of fraudulent effort the same is liable for rejection.

Offers without EMD and other documents are liable to be rejected as techno-commercially non-responsive.

1.1 Security Deposit:
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 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 issue of Purchase Order, 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.

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 Security Deposit is to be submitted 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 afterwards.

Security Deposit may be waived for SSI or NSIC or MSME units or RDSO or DGS&D registered bidders or PSUs.
Security Deposit will be returned only on completion of contractor’s obligations under the contract including any warranty obligation or specified in the contract.

1.2 **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 the date of issue of Purchase Order. In respect of vendors being NSIC, MSME units, SSI or DGS&D or RDSO registered or PSU, qualifying for exemption of submission of security deposit, PBG 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 contractor, 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:

a) In case, Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD / PBG per month or part thereof will be applicable for the delay period which will be deducted from party’s bill(s).

b) MSE vendors may opt for submission of SD or PBG as per their choice.

1.3 **Liquidated Damages:**
Timely execution of the job and adhering to the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-completion, LD/Penalty etc. as applicable in the order placed by BCL’s customer on BCL shall be imposed.

1.4 **Risk Purchase:**
In the event of failure or delayed execution beyond the specified delivery schedule for reasons not attributable 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 extra cost thereof, if incurred from the contractor. BCL reserves the right to forfeit the Security Deposit / PBG also of the defaulting firm.

1.5 Successful bidder shall engage workmen having sufficient experience. Number of manpower for the contract is to be decided mutually between BCL and the contractor. Supervision will be on contractor’s account. However, BCL shall be responsible for overall supervision and control for execution to its customer and accordingly the contractor should carry out the jobs diligently and effectively.

2. **CONTRACTOR’S RESPONSIBILITY**

2.1 Complete up-gradation & rehabilitation of wagon handed over to them within the time specified as per order placed by BCL’s customer. In case of non completion, LD/Penalty etc as applicable in the order placed by BCL’s customer on BCL shall be imposed.

2.2 To arrange the items and Plant & Machinery which are within the scope of contractor for completing the job.
2.3 Deployment of sufficient number of skilled / un-skilled man power to achieve the completion of up-gradation / rehab within the specified time. Number of manpower to be deployed shall be decided in consultation with BCL management. One qualified graduate engineer and one qualified diploma engineer are to be deployed positively failing which penalty as applicable shall be imposed.

2.4 Qualified welders should be deployed to execute the work.

2.5 To arrange inspection at all stages as required by BCL/ Railway Authority. It will be his responsibility to contact BCL officials to arrange timely inspection to ensure timely completion

2.6 To maintain records / Log Books and relevant documents for inspection and compliance of ISO: 9001: 2008 quality systems.

2.7 Contractor will be responsible for safe custody of raw materials, consumables, Tools & Tackles etc. brought to the site and BCL will have no liability for loss / damage to the same. Under no circumstances report of pilferage will be entertained and in the event of such incident, the cost of materials lost, if any, will be borne by the contractor.

2.8 Proper stacking of materials, House Keeping, and Shop Cleaning of the workplace shall be done.

2.9 To carrying out running maintenance of Plant & Machineries which will be used by their workmen at their own cost.

2.10 To arrange Tools & Tackles such as Hand Grinding Machines, Pneumatic Chipping Gun / Chisel, consumables for Plasma cutting machine like contact tip & nozzle, Gas Cutting Accessories, Hammers etc. and all safety items (Boiler Suit, Hand Gloves, Helmets etc.) as applicable to respective workmen.

2.11 To maintain liaison, co-ordination and monitoring with BCL so that latest version of approved Drawings / WPS/QAP are available at work site and work is carried out accordingly.

2.12 To hand over all the documents received from the Railway Authority for the number of wagon handed over to Railway after completion of upgradation / rehab to BCL to enable them to submit the bill.

2.13 Contractor shall ensure for smooth execution of the contract.

3.0 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 license issued by Labour Department, Govt. of India, for working in BCL’s workshop 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 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.

k. 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.
4.0 STOPPAGE OF WORK

4.1 Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

4.2 Contractor has to submit Performance Guarantee by way of Bank Guarantee for a sum equivalent to five percent (5%) of the value of contract valid for a period three (3) months after expiry of scheduled completion time including warranty obligation mentioned in the order issued by Railways. The amount of Bank Guarantee will match the value of Bank Guarantee submitted by BCL to Railways.

4.3 Liquidated Damages, if any, will be borne by the party in case the same is levied on BCL due to reasons attributable to contractor.

5.0 EXECUTION OF THE CONTRACT

5.1 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. BCL shall not be concerned with these matters in any way.

5.2 Standard engineering practice (such as slag cleaning, spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc.) and specific advice by RDSO/ Railway Authorities are to be duly taken care of even if those are not specifically covered in the tender.

5.3 Penalty/ Liquidated Damage, if any will be borne by the party in line with the contract awarded on BCL by BCL’s customer in case the same is levied on BCL due to reasons attributable to contractor.

5.4 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. BCL shall not be concerned with these matters in any way.

5.5 Standard engineering practice (such as slag cleaning, spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc) and specific advice by BCL/ Railway Authorities are to be duly taken care of even if those are not specifically covered in the tender.

5.6 BCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.

5.7 BCL management reserves the right to terminate the contract at any stage in case poor performance / non-performance or if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier. Generally, 20 days notice shall be given for termination.

5.8 In case the offer is not accepted by BCL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.
5.9 Terms & conditions including amendment thereon as applicable as per order between BCL and its customer shall also be applicable in the subject tender/contract wherever applicable as deem fit in the opinion of BCL. Bidders may see and study the contract from the office of DGM-Project, BCL prior to quoting.

5.10 There shall be no splitting of tender quantity and entire tender quantity shall be awarded on L-1 bidder.

6. **Method of Evaluation**

Lowest bid shall be evaluated on the basis of lowest grand total price received from a bidder as per Price Bid Format enclosed with this tender.
Annexure – IV

PRICE FORMAT

i. Firm belongs to Micro and Small Enterprise (MSEs)- Please tick (If yes, supporting document is to be furnished)
   Yes  No.  

ii. Firm belongs to Micro and Small Enterprise (MSEs) owned by SC/ST --Please tick. (If yes, supporting document is to be furnished)
   Yes  No  

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<th>Sl.No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit rate (Rs.) including GST</th>
<th>Total Amount (Rs.) including GST</th>
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<td></td>
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<tr>
<td>02</td>
<td>Replacement of sole bars as per scope of work and terms &amp; conditions of tender</td>
<td>650 Nos.</td>
<td></td>
<td></td>
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Grand Total (including GST @18%)

Grand Total (in words) ______________________________________________________
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
___________________________________________________
_________________________with
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:

a) 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.

b) 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.

(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.

(a) 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.

(b) 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.

© 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.

(d) 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 disqualify 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 transgressions, 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 tended processor the contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder/ Contractor undertake 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 intimation 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.