TENDER ENQUIRY NO. BCL / PUR / WAGON POH / 19-20  Dated 17.01.2020

Sealed Tenders are invited in Two bid system for engagement of contractor for operation, maintenance of workshop & related areas including Repair / POH activities for different types of wagons in a Railway workshop 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.

2. The job is to be carried out at a Railway Workshop in Southern part of India. Bidders are requested to visit the site and to be acquainted with the facilities and site / local work. BCL’s Project Deptt. may be contacted in this regard. 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 06.02.2020 (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 06.02.2020
3. Opening of Part-I bid of the tender: 15.00 hrs. On 06.02.2020

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 06.02.2020 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.

For Braithwaite & Co. Ltd
(A) **QUALIFYING CRITERIA**

**(i) Financial Eligibility:**

Bidder should have average minimum Annual Turnover of **Rs. 34.61 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.

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.

**(ii) Technical Eligibility:**

A) Experience of having successfully executed / executing similar works (defined below) during last seven years ending 31.12.2019 fulfilling any of the following criteria:

Three similar works each costing not less than **Rs. 46.15 Cr.** (OR) Three similar works each involving **960 wagons** against each such job.

OR

Two similar works each costing not less than **Rs. 57.69 Cr.** (OR) Two similar works each involving **1200 wagons** against each such job.

OR

One similar work costing not less than **Rs. 92.31 Cr.** (OR) One similar work involving **1920 wagons** against such job.

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

Fabrication & Assembly of newly built wagons OR Repair/ Rehabilitation of Wagons

[Note: In case, the job is executing by the bidder, the execution completed till 31.12.19 shall be considered. Bidders shall submit documentary evidence in this regard.]

B) Besides, following additional conditions are applicable:

- The Bidder should have executed at least **2400 wagons**, newly built wagons or repair / rehab wagons, in a single year during last seven years ending 31.12.2019.

- The bidder should submit supporting document with respect to the jobs carried out as a proof of experience duly inspected by renowned inspection agencies like RDSO, RITES, Zonal Railways, & approved inspection agency of TPQA (third party quality assurance).

- The job may be carried out either in registered wagon builders premises or any other premises duly inspected by RDSO / RITES / Railways own inspection as a sub-contractor, the bidder shall submit relevant traceable documents in support of such experience / claim.
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 undertaking.

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.

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. 2,00,000/- (Rupees Two 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 are 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 OF WORK**

i) The work involves operation & maintenance of Wagon Repair workshop at Southern Region and carrying out Periodical Overhauling (POH), Corrosion Repair, Special Repair (NPOH) and Rolling Stock Programme (RSP) works for Wagons on turn key basis as per scope defined herein.

ii) POH of Wagon shall be done as per latest Maintenance manual for wagons / relevant specification / instruction issued from BCL / BCL’s customer. However, other than POH activities, the work includes all the associated jobs like procurement of components, consumables and spares, Stores operation, material handling inside & outside shop floor, maintenance and operation of all infrastructure, plant & machineries, railway track, roads, electrical establishments (power supply), security, transportation & logistics, canteen, first aid, safety, scrap handling & disposal, cleaning & housekeeping of individual areas of shop floor, office, associated areas including residential area within campus, machineries, etc liason with BCL’s customer for regular feed and dipstach of wagons.

iii) Operation and maintenance of all electrical substations & equipment should be done as per Electricity Acts and different applicable rules & regulation / instructions. The bills for Electricity consumed for the working of the entire workshop / colony should be provided by Contractor.

iv) Repair and upkeep of residential area (colony attached to workshop including Rest houses / Rest rooms) will be done by Contractor. About 25% Bungalows/ Quarters will be reserved for officials of BCL’s customer. Bungalows / Quarters in excess of requirement may be given to Contractor for use by their officers and staff on payment of the rent as applicable.

v) The maintenance & housekeeping of Rest houses / Rest rooms will be done by Contractor to standard followed by BCL’s Customer. The allotment will be done by the nominated officer of BCL’s customer. The Contractor may also use these facilities on payment basis. As these are being maintained by Contractor, the payment of Contractor’s employees will be same as applicable to the employees of BCL’s customer.

vi) Overhauling of bearings of wagons may be carried out through bearing manufacturer or their authorized agent or by the competent persons of Contractor as per maintenance practice recommended by OEMs/ Rlys.

vii) The list of facilities available including infrastructure. M&P, T&P, available in the workshop may be assessed during site visit. However, the actual nomenclature and quantity may vary during handing over. The infrastructure including M&P, and T&P will be handed over to the Contractor after joint survey / verification.

viii) For the maintenance of Machinery & Plants (M&Ps) Annual Maintenance Contract (AMC) shall be given to OEMs as far as possible. Where AMC is not possible, the Contractor shall maintain the infrastructure and facilities through a judicious mix of in-house and outsourced model. BCL shall handover a complete list of M&Ps with the details of their AMC and / or warranty details to the contractor, in a manner understandable to both the parties so that the AMC can be operated / action under warranty can be claimed by the contractor whenever required.

ix) Heavy damages caused to the infrastructure due to natural calamities are excluded. Such damages are to be repaired either by BCL’s customer of the contractor as mutually agrees, at the cost of BCL’s customer. The Company will be fully responsible for Security, Safety and housekeeping of the premises.
x) Any capital replacement M&P and other infrastructure costing more than Rs. 20 Lakh each is to be borne by BCL’s customer. Replacement of infrastructure, machinery and plants as and when they complete their codal life or get unserviceable due to obsolete in design / technology will be done on BCL customers’ account. Infrastructure and M&P required for enhancement of capacity will be provided by BCL’s customer.

xi) M&P and T&P, IT equipment, Office equipment, furniture costing each upto Rs. 20 Lakhs will be purchased by Contractor.

xii) Contractor to undertake POH of about 2400 wagons per year (approx 200 wagons / month) on assured off-take basis. The minimum assured off-take will be 150 wagons per month after regular operation of the workshop. The performance of the contract shall be reviewed.

xiii) On mutual agreement basis, increase of the ordered quantity up to 100%.

xiv) For POH outturn of wagons per month, regular average feed of approximately 225 wagons of agreed mix of types, per month will be provided by BCL’s customer. Placement of wagons for POH and draw out of POHed wagons from the premises on regular basis shall be responsibility of BCL’s customer and no charge for these activities shall be payable by the Contractor.

xv) Monthly outturn of wagons should be stabilized to 200 wagons within 06 months after starting of POH activities. Thereafter average monthly outturn of wagons should be more than 200 wagons. In case contractor fails, suitable penalty will be imposed. However, no penalty shall be imposed if BCL’s customer is not in a position to supply the wagons for repair.

xvi) The orders placed under this tender shall be governed by existing specifications / Standard of RDSO / BCL’s customer with latest amendments.

xvii) All materials required for POH and out of course repair of wagons including consumables will be purchased by the contractor from RDSO approved vendors, wherever stipulated by BCL’s customer/RDSO. The contractor shall procure, as required, the appropriate proprietary rights, licenses, agreements, and permission for materials, method, processes and systems used or incorporated into the POH workshop. BCL’s customer shall however make available the relevant / required IPR, drawing, specifications, proprietary rights, licenses, agreements and permissions for the materials, methods, processes and systems which are available with them.

xviii) Inspection of material will be done by RDSO/RI	ext{TES} as stipulated in specifications / instructions. If due to urgent need, the materials are required to be purchased on consignee inspection, prior approval of authorized representatives of BCL’s customer is to be taken. This will be accepted on in exceptional circumstances only.

xix) BCL’s customer may provide the serviceable spares / components if available in workshops / divisions.

xx) If contractor is in urgent need of material assistance from BCL’s customer for outturn purpose, the same may be provided on chargeable basis from other workshops / divisions in exceptional circumstances. Similar assistance to be given by contractor to sister workshops, if required.

xxi) Contractor will deploy an overall In-charge General Manager, assisted by all the key functional managers for POH activities, production, inventory management, planning, quality control, inspection, finance management, assets maintenance, etc. There will be an optimum mix of contractor’s regular personnel, deputationists from BCL’s customer having workshop experience and contract Supervisors. Skilled and unskilled workers may however be outsourced.

xxii) The entire working capital will be provided and managed by the Contractor pertaining to their scope.

xxiii) BCL’s customer shall, at least 03 months prior to commencement of an accounting year, issue, as part of the contract, a schedule for POH of wagons by the contractor. The POH shall be of Railway / private wagons maintained by BCL’s customer of mutually agreed types (or its variants) and shall be for POH in terms of Wagon maintenance manual / RDSO specifications / BCL’s customer’s instructions for the respective types of wagons. However, if the specifications are subsequently upgraded, the specifications with latest amendment / revision, if any, can be implemented from a mutually agreed date on additional payment if justified.

xxiv) For the out of course / varying components of work carried out in a wagon during POH, a mutually agreeable method of assessing the quantity to be paid will be determined by BCL’s customer and the contractor.
xxv) During the currency of an accounting year, the wagon POH price payable to the contractor shall be subject to Price Variation Clause (PVC) with the date of issue of LOI as the base date. PVC formula given in the tender document.

xxvi) Required steel shall be supplied by BCL.

xxvii) All materials other than steel required for POH and out of course repairs of wagons including consumables will be purchased by the Contractor from RDSO approved vendors, wherever stipulated by Railways / RDSO.

xxviii) The Contractor shall always keep stock of all the spare materials equivalent to one month’s requirement.

In addition to above jobs, the contractor shall also have the responsibility of maintaining following activities & infrastructure:

- Operation of stores
- Operation & maintenance of all EOT & other cranes & all material handling equipments.
- Maintenance of all machines in workshop. Maintenance of rail tracks, weighing machines are also included in the scope.
- For the maintenance of Machinery & Plants (M&Ps), Annual Maintenance Contract (AMC) shall be given to OEMs as far as possible. Where AMC is not possible, the Contractor shall maintain the infrastructure and facilities through a judicious mix of in-house and outsourced model.
- Operation & maintenance of substations & electrical equipments including MCC & PCCs. Operation & maintenance of air compressors, cooling plants etc.
- Maintenance of factory structures & sheds, roads, colony, gates etc.
- Security, transportation & logistics, canteen, first-aid, HSE & safety, Housekeeping activities,
- Providing dress, helmet, safety shoe, welding screen, etc to the workmen to be engaged as per factory rules & safety norms.

Note:

- The Contractor shall employ adequate high-skilled, skilled, semi-skilled & unskilled manpower to carry out all activities within time.
- The contractor shall employ suitable & adequate manpower as shop floor supervisors & officers to supervise shop floor activities including quality control & inspection. The Contractor shall have their own accounts, commercial, purchase, HR & admin departments to run the factory.
- The Contractor shall integrate their entire system into their own ERP so that all necessary information are always available.
- The Contractor shall maintain daily log-sheet in all the departments in shop-floor. It will also be the duty of the Contractor to prepare measurement sheet of all activities of all the wagons & get it signed by the certifying authority.

(D) ADDITIONAL TERMS & CONDITIONS

i) 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.

ii) 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.

iii) 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.
iv) Joint venture / Consortium Bid will not be considered.

v) It is intended that bidders shall quote for the full tender quantity. In case full tender quantities are not quoted, the offers will be rejected.

(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. Rate to be quoted should be net of input credit of the materials / components which are in the scope of contractor.
- Quoted rate shall be subject to PVC for original delivery period only. In the event of lower rate in the subsequent tender with same scope of work applicable rate shall be lower of the above beyond the original delivery period.
- 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 of wagons will be @ min. 200 per month duly passed/stamped by concerned inspecting authority of Railway else Liquidated Damages will be imposed as per provision. However, for initial 3 months, a lower target of 150 wagons shall be considered.

The Contract Period shall initially be 24 months from date of purchase order / LOI which may subsequently be extended depending upon performance.

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.

Wagons after POH will be turned out at an average cycle time of 6 days / 200 wagons per month. This will exclude wagons detaining for condemnation, decision of BCL’s customer on repair issues, or wagons requiring any heavy / non-scheduled repairs caused by corrosion or damages attributable to accidents, abuse or any other factors other than normal wear and tear.

(iii) PAYMENT:

Payment will be made progressively on receipt of bills after completion of DM duly certified by Shop Floor In-Charge of the Unit and on receipt of corresponding payment from BCL’s customer by BCL. All payments shall be released after receipt of corresponding payments from BCL’s customer. No ad-hoc payment shall be made.

All challan & 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, duly 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.
(iv) **SPECIFICATION, DRAWINGS, TECHNICAL DETAILS ETC.:**
The specification, drawings, bill of materials & other technical information can be seen by the bidders from BCL's Project Deptt. 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 Project Deptt.

(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 concerned inspecting authority of BCL's customer as well as Quality Control Department of BCL for each wagon including initial joint inspection for deciding the quantity of work in each wagons. Each wagons for repair shall be pre-inspected jointly by the authorized representative of BCL's customer and contractor's representatives on mutual agreement format. Final Inspection will be made by BCL and ultimately by authority of BCL's customer for obtaining DM of wagons. Contractor shall adhere to the quality standard acceptable to authorized representative of BCL's customer. Defective / rejected repair work will be re-done by contractor at their cost.

(vii) **TAXES & DUTIES:**
The quoted rate shall be exclusive of GST. GST@18% shall be paid extra. 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 fulfilment 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 issue 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.

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 part 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.

(iv) 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-execution of the job within the delivery date in the P.O, the LD clause will be imposed @2% per month or part thereof subject to maximum of 10% of the order value.

(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 30 (thirty) months after delivery of the goods or 24 (Twenty four) months from the date of commissioning, whichever is earlier.

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 work shall be treated as per conditions of BCL's customer.

(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 shall 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, 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 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 must provide PPE services to their workmen.

k. In case of any damage to BCL’s customer 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 the authorized person of BCL’s customer.

l. The Contractor shall provide identity card to all those employees deputed to work who shall carry out the said work. The ID card carry the photograph, name, father’s name, address, contact no., etc. The contractor’s name, address and contact no. shall also be printed on the back side of the identity card. Those employees carrying proper identity card, details of which have been submitted to representatives of BCL’s customer will be only allowed to work inside the workshop.

m. 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.

n. 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.

(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 (L-1) bid shall be made on the basis of lowest rate derived as per formula given as under and considering our price bid format.

Lowest Bid evaluation formula:

\[
\frac{(73 \times \text{Rate for Sl No. 01} + 18 \times \text{Rate of Sl No. 02} + 9 \times \text{Rate for Sl no. 03})}{100}
\]
(I) **PRICE VARIATION CLAUSE:**
The increase / decrease in the price quoted would be governed by the following formula.

\[ P_1 = \frac{P_0 \times (20 + 18 \times C_1 / C_0 + 17 \times M_1 / M_0 + 45 \times L_1 / L_0)}{100} \]

Where,
- \( P_1 \) = Escalated / de-escalated price
- \( P_0 \) = Base price i.e. quoted price
- \( C_1 \) = The index number of wholesale prices in respect of item “Castings” base 2011-2012 compiled by Economic Adviser to the Govt. of India for the calendar month two months prior to the call for inspection of the wagons. For instance, wagons for inspection in July, 2018, the index for the index number for the month of July, 2018 will be applicable.
- \( C_0 \) = WPI for “Castings” applicable for month of submission of tender.
- \( M_1 \) = The index number of wholesale prices in respect of item “Mild Steel Flat” base 2011-2012 compiled by Economic Adviser to the Govt. of India for the calendar month two months prior to the call for inspection of the wagons. For instance, wagons for inspection in July, 2018, the index for the index number for the month of July, 2018 will be applicable.
- \( M_0 \) = WPI for “Mild Steel Flat” applicable for month of submission of tender.
- \( L_1 \) = All India Consumer price index for industrial worker compiled by Labour Bureau, Ministry of Labour for the calendar month two months prior to the call for inspection of wagons. For instance, wagons for inspection in July, 2018, the index for the index number for the month of July, 2018 will be applicable.
- \( L_0 \) = WPI for “Industrial Worker” applicable for month of submission of tender.

In case \( P_1 \) is greater than \( P_0 \), the difference \( P_1 \) minus \( P_0 \) shall constitute the amount due to the contractor towards escalation on cost of wages and materials. Otherwise, the difference \( P_0 \) minus \( P_1 \) shall constitute the amount to be recovered from the contractor as de-escalation.

The decision of the President of India in regard to wage and material escalation under the clause shall be final and not subject to legal dispute or arbitration.

(J) **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.
- The bid, even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, are liable to be disqualified 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.
- 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.

**(K)** **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 satisfactorily 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.
**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) Rate shall be quoted as per price bid format only.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description of Work</th>
<th>Involvement of Wagon quantities in %</th>
<th>Rate per unit (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>POH of Wagons</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>POH plus Corrosion of Wagons</td>
<td>18%</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Special Repair (NPOH)</td>
<td>9%</td>
<td></td>
</tr>
</tbody>
</table>

Evaluation of lowest (L-1) bid shall be done considering the lowest rate formula given in Clause no. (H).
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 non-fulfilment 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 8 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>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>Pin Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td>(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)</td>
</tr>
</tbody>
</table>

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

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 updation 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In nos. / unit</td>
<td>In nos. / unit</td>
<td>In nos. / unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>In wagon set</td>
<td>In wagon set</td>
<td>In nos. / unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In nos. / unit</td>
<td></td>
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<td>In nos. / unit</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In nos. / unit</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Stores In-charge / BCL

Signature of Production In-charge / BCL

Signature of Contractor’s Authorized Representative