
Sealed Tenders are invited in Two bid system for engagement of contractor for fitment of 3000 nos. Doors including painting in 1500 BOXNS wagons at Rly. Yard, East Coast Rly. Waltair as per tender conditions.

1. Issue of Tender Documents: Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 17.06.2020 to 03.07.2020 against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of 'Braithwaite & Co. Ltd.' and payable at Kolkata. However, for bidders registered for the tendered items with NSIC and MSME units & RDSO approved vendors are exempted from submission of cost of Tender Documents.

Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com', for which they have to submit cost of the tender document of Rs.1000/- (Non-refundable) through Pay Order / DD along with techno-commercial offer (Part-I). No offer shall be accepted after closing of tender box at specified date & time.

2. Closing of Tender Box: 03.07.2020 at 2.30 P.M

3. Opening of Part-I Bids: 03.07.2020 at 3.00 P.M

The Tender should be submitted in two bids i.e. Part-I & Part-II.

i) Part-I : Techno-commercial Bid & EMD.

ii) Part-II : Price bid.

Both the above-mentioned parts shall be inserted separately in 2 (two) sealed envelopes:

Envelope 1:  Super scribing tender number and Part No. i.e. Part-I

Envelope 2:  Super scribing tender number and Part No. i.e. Part-II

Envelope 3:  Both the envelopes 1 and 2 are in turn to be put in another i.e. Third envelope and this envelope should be superscripted prominently as "OPEN TENDER ENQUIRY NO. BCL/PUR/AK/Door Fitment/1500 BOXNS/2020 dated 17.06.2020, Box No.1 and Due dated 03.07.2020". All the three envelopes 1, 2 & 3 are to be duly sealed.

The sealed envelope should be addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 may be dropped in our Tender Box No 1 (in case of hand delivery) or may be sent by Registered post but must reach us positively within 03.07.2020 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be opened on 03.07.2020 at 3.00 P.M. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in which both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.

For Braithwaite & Co. Ltd.

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(A). QUALIFYING CRITERIA:

The tenderer should meet following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

i). FINANCIAL ELIGIBILITY:

The bidder should have average annual turnover of Rs. 26.50 Lakh during last three years ending on 31.03.2019 and also should have earned net profit in any of the last three years. The bidder should also have positive net worth as on 31.03.2019. The bidder should submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss accounts for the last three years ending on 31.03.2019

ii). TECHNICAL ELIGIBILITY:

- Experience of having successfully executed / executing similar works (defined below) during last (7) seven years ending 31.05.2020 fulfilling any of the following criteria:

Three similar works each costing not less than Rs.35.40 lakh OR three similar works of each 102 MT.

Two similar works each costing not less than Rs.44.25 lakh OR two similar works of each 128 MT

One similar works costing not less than Rs.70.80 lakh OR one similar works of each 204 MT

_The term “Similar Works” means works of following nature:_

Fabrication and Assembly of Wagons.

OR

Fabrication & Erection of Structural steel work,

OR

Repairing / Rehabilitation / Up gradation of Wagon

OR

Rehabilitation / overhauling of major Rolling stock items like super structures / Bogies etc.

Bidder should submit a copy of Work Order / Purchase Order and supporting documents for completion of job towards fulfilling the above technical eligibility criteria. In case the job is still executing by the bidder, the execution completed till 31.05.2020 shall be considered.

- Bidder should have GST, PF and ESI. Registrations copies of the same are to be enclosed with the Techno-commercial Bid,
- For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.
- A declaration of UAM (Udyog Aadhar Memorandum) number by MSE bidders of CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy of MSMEs order,2012.

(B). DESCRIPTION OF JOB:

Retrofitment of Doors along with painting of BOXNS wagons as per relevant drawing of RDSO. Fabricated doors along with components will be supplied by BCL at Site.

The job has to be carried at the Sites of Rly. Yard, Waltair, East Coast Rly.

_The jobs shall have to be carried out at VSPS Depot (Visakhapatnam Steel Plant Siding) and OEC Depot (Ore Exchange Yard) of Visakhapatnam division._

Bidders to note scope of work and contractor’s Responsibility given in the tender document.

(C) Quantity: 3000 nos. doors to be fitted ( for 1500 nos. BOXNS wagons).

(D) SCOPE OF WORK:

Following Jobs will be mainly in the scope of Contractor:-

- Receiving the existing wagon from Railway on which the Retrofitment job of door has to be carried out.
- Cutting & removing the relevant portion of each side wall of the wagon where door has to be placed as per relevant Drawing of RDSO. This will also include the relevant portion of the crib angle and other portion as required as per drawing.
- All Work for fitment of doors along with assembly of components wherever required with fabricated door which will be supplied by BCL. Fitment of door coping, door post, packing plate and door hinge foot as per relevant drawing shall also be in the scope of contractor.
- All cutting, drilling, fabrication etc. related to execution at Sites shall be in the scope of contractors.
- All consumable like Electrodes, Gas etc. as required for the fitment work.
- Required paints and painting work.
• Tools & Plants as required for the Job.
• After completion of the fitment of the doors, painting to be done as per the procedure and wagon to be handed over to Railways through BCL for final joint inspection.
• The wagon will be taken for outturn (handed over to Railway) after issue of final inspection certificate by the Railway Representative.
• Bidder shall also note the para “Contractor’s Scope and Responsibilities” given in the tender document.
• Raw steels (as per required specification) & components which are required for Site activities which will not be supplied by BCL shall be in the scope of contractor.

Any query with regard to Scope & Responsibilities may be clarified from GM (Proj. & Commcl.) of BCL’s Project Deptt. before quote. Bidders are also advised to visit Sites for acquainting facilities, Site conditions etc. before quoting. No claim shall be entertained afterwards.

(E) 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. The contractors should submit performance certificate, e.g. ICs, copies of purchase order/ completion certificate for having successfully completed the said job/ copy of certified bills/ proof of payment received from customers etc. or to submit the relevant documents as a proof to substantiate the same.

ii) PAN and copy of IT returns filed with IT authority of last 03 years ending on 31.03.2019.

iii) GSTIN No. of the vendor.

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

v) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2019.

vi) Documents relating to Registration of PF & ESI.

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).
* Integrity Pact, duly filled in & Signed.

vii) Earnest Money Deposit (E.M.D)

a) Earnest Money Deposit of Rs. 50,000/- (fifty thousand 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 impair 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.

d) 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.

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**E. CONTRACTOR’S SCOPE & RESPONSIBILITIES:**

i) The Contractor will be responsible for carrying out “Fitment of supplied doors & components with BOXNS wagons as per requirement along with painting works as required as per Scope of work “ to entire satisfaction of BCL / It’s Customer. The jobs will also include the following activities :-

- Receiving of Fabricated doors along with components at site & storing the same under safe custody of the contractor.
- Receiving the wagons from Rly. Authority at working Site for taking up door fitment job. If any other defects in the wagon are found at the time of receiving the wagon, the same are to be brought to the notice of BCL / Rly. Authority for recording the same suitably.
- Cutting & dismantling the portion from the wagon where new doors shall be fitted.
- Receiving the fabricated doors along with components at Site & storing the same under safe custody of the contractor. In case, the doors get damaged/ lost due to negligence of the contractor, recovery of the cost as deemed fit shall be made by BCL from the contractor.
- The fitment of doors BOXNS wagons a to be carried out as per procedure and guidelines of railways.
- All scraps generated at site during execution of the job should be cleared from the work spot from time to time and cleanliness of working site must be ensured.
- Contractor has to use his own resources like material handling and all necessary equipments required for undertaking the work.
- All Tools & Plants, machinery, equipments, safety gears for worker, consumables like, electrodes, gases, etc., required to complete the fitment work shall be arranged by the contractor.
- Contractor shall deploy generator at the work site for making available electricity for running of different machines like compressors, welding plants if Railway is unable to provide electricity at the proposed site. However, Railway may also provide Electricity for the work for which necessary electric charges for the amount of electricity supplied to the contractor will be recovered from the contractor's Bills. For obtaining connection of electricity from Railway, contractor shall intimate BCL about Power / Load requirements well in time. In such case, all cables, meters, junction boxes, main switches etc. shall be supplied by the contractor at his cost & arrangement.
- The scrap shall be the property of Railway. No cost of transportation is to be borne by BCL /Railway to transport the scrap from the site of work to Railway nominated place. All such cost shall be borne by contractor. Any shortfall in scrap quantity shall be recovered from the contractor. Total account of scrap shall be done by/ Railway authority.
  Nominated representative of BCL & Railway Engineer shall inspect the repaired wagons before these wagons are drawn out from the worksite. They shall inspect the quality of work and specifically observe the fitment of doors as per the guidelines by Railways. Any rectification / modification if required shall be carried out by contractor.
- The contractor should take utmost care to ensure that no damage to the wagon is done during repair work. If there is damage to wagons or Railway property, Railway shall decide the quantum of penalty to be imposed and the same amount to be imposed on the contractor.
- The work shall be carried out without affecting the Railway working and in consultation with BCL /Railway Authority.
- The work is to be carried out on Railway Yard lines and therefore every precaution shall be taken by the contractor to protect the Labour, materials, tracks and rolling stocks. Contractor should adhere to all safety rules pertaining to working in Railway Yards and maintenance sheds, like putting stop board, clamping pointsetc.
- The Contractor shall furnish complete details of the personnel to be deployed with supervisor(s) giving the working timings. The name/list of all the employees along with their police clearance certificates should be submitted to BCL before starting the actual work.
- The contractor should issue identity badges/cards to all his Labour engaged to carry out the work, including the supervisor. These identity badges/cards should be so carried that they can be identified by Railway Security/Carriage & Wagon staff and supervisors. The identify badges/cards should be worn by contractor Labour on left on the chest at the place of work or during their presence on Railway Premises.
- The contractor should ensure that the work site is kept free of scraps and litters to enable proper inspection of work. It should ensure compliance of safety procedures in working to prevent personal injury and loss of Railway property.
- The Railways shall not provide any covered shed or carnage facility for the subject work. Railway also does not guarantee availability of protected storage space or office space for contractors use. However facilities if available at the site which can be spared to the contractor for his office and storage of materials. Contractor shall liaise with railway through BCL to forgetting these facilities available. The contractor should arrange around the clock guarding and security of its materials and machines etc kept at the work site and accommodation if spared by Railway for use by the contractor. BCL / Railway shall not be responsible for any loss of material or stores belonging to the contractor kept at the worksite for this work.
- The contractor on his own account arrange for the gate pass through BCL and ensure its timely renewal.

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All work to be done as per RDSO / RITES Guidelines / Norms and approved Drawings.

Contractor is solely responsible for implementation of any sort of alteration / rectification of RDSO drawings / guidelines during execution of job free of cost.

Contractor shall deploy skilled Technical Staff for the awarded job. He should also deploy one qualified graduate engineer exclusively for execution of the subject work. In case of non compliance of deploying qualified graduate engineer, there may be a penalty of Rs. 40,000/- for each month or part thereof for the default period and shall be recovered from the contractor if imposed by BCL’s customer on BCL.

(B) BCL’S SCOPE & RESPONSIBILITY:
- RDSO Approved Drawings.
- Fabricated doors and required door items / components.
- All contractual matters, liaison etc. With BCL’s customer.
- Over all supervision, monitoring of the job.

Any query before the submission of quotation by the party may be clarified from DGM (Project).

(G) EVALUATION & MODE OF ORDERING:
Evaluation of lowest bid (L-1) shall be made on the basis of receipt of lowest Total Rate Per wagon (inclusive of GST) as per price bid format.

BCL shall award the Job to one contractor only.

(H) ADDITIONAL TERMS & CONDITIONS
- 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.
- Order quantity may vary depending upon our requirement to the extent of +/- 30% of tendered quantity as per discretion of BCL. BCL reserves the right to place repeat order for maximum of 75% of the tender quantity at same rate, terms & conditions.
- 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.
- Relevant Terms & conditions as applicable for the job against contract between BCL and it’s customer shall be correspondingly applicable where ever deemed fit.

(I) GENERAL TERMS AND CONDITIONS:

I) RATE:
* Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format.
* The rates shall be inclusive of GST, but break-up is to be indicated.
* Quoted rate shall remain Firm till the validity period of the contract.

II) DELIVERY PERIOD:
Contractor shall mobilise and start the work at site within 30 days from the date of LOI / order. Monthly delivery shall be as per requirement of BCL / Railways which is not less than 70 (seventy) wagons per month. The ordered job shall has to be completed within 12 months from the date of LOI / P.O. Delivery is esssence of contract.

Completion time for each wagon is within 48 hrs. from receiving the same from Railways. Penalty if imposed by Railways for delay in work will be correspondingly imposed on you and such amounts will be deducted from your payments / dues. Please see the para for “Penalty” in the tender document.

III) PAYMENT:
Payment will be made on receipt of monthly bills after completion duly inspected by Inspection Agency / Railway Authority. Bills will be certified by BCL’s Project Dept. and payment shall be released 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 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.

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MSME vendors may avail their payment through TReDs platform.

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

(iv) SPECIFICATION, DRAWINGS, TECHNICAL DETAILS ETC.:

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

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

(v) QUALITY PLAN:

The execution of awarded work shall be as per the approved QAP & WPS of the wagon / sub-assemblies.

(vi) INSPECTION:

Inspection will be done by our internal inspectors, which at a later stage are to be ratified & passed by Inspecting Agency / Railway Authority. The responsibility of providing complete assistance to BCL-Inspector towards getting the clearance / approval of the item from Inspecting Agency / Railway Authority rests with the contractor.

(vii) TAXES & DUTIES:

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.

(J) 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 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 afterwards.

(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 of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall remain valid up to the warranty period.

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

Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

NOTE:

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 per thereof will be applicable for the delay period which will be deducted from party’s bills.

b) MSE vendors may opt for submission of S.D. or PBG as per their choice.
(iv) **Penalty clause:**

- The time schedule for completion of the retrofitment of doors and offering each ready wagon for inspection shall be 48 Hrs.
- Detention of wagon for more than 48 hrs. Will be penalized as per penalty clause.
- The penalty for detaining a wagon for fitment of doors on contractor’s account for more than 48 hrs. will attract a penalty of Rs.50/- (Rupees Fifty) per wagon per hr. for initial 03 months & thereafter @ Rs.100/- per wagon per hour till completion of contract. In case of poor workmanship repair work will have to be re-done beside penalty for detention of wagons as above will also be imposed.
- Irreversible damage to the wagon caused by careless working or improper working procedure by the contractor staff or bad quality work which could not pass final inspection even after repeated repair attention by contractor shall attract penalty and if such penalty is imposed on BCL by Railways, the same will be recovered from the contractor.

(v) **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 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.

The contractor has to bear complete guarantee for satisfactory completion of work. The retrofitment of the doors for BOXNS wagon should bear guarantee of 6 months (maintenance period) from the date fitment of doors on the wagon by the contractor. The contractor shall be liable for payment of any sum arising due to such defects during the guarantee / maintenance period.

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

(viii) **Wastage / Scrap / Off-cuts:**

All the wastage / scrap / off-cuts generated during the fabrication by contractor shall be the property of Railway. Contractor shall not have any claim on any wastage / scrap / off-cuts generated for the job against this contract.

(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.

(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.

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(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:
1) The Contractor will fulfil 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.
      i. Payment of Bonus Act, & Rules there under.
      ii. Duty & tax related matters.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

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

8) 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.

9) 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.

10) 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 / up-dation 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.

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c) 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.
d) 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.

2) 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.

(K) 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.

(L) 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 fulfills the qualifying Criteria.
- BCL reserves the right to cancel & reject the offers even though fulfilling the specified qualifying requirements /
criteria as specified in this bid document, in case of non-compliance to the following bidders:-
  -The bidder shall not make misleading or false representations in the forms, statements and attachments
    submitted in proof of qualifying requirements.
  -The bidder must not have a record of poor performance such as abandoning the work, not properly completing
    the contract, inordinate delays in completions, etc, in earlier works executed with BCL.
  -The bidder must not be blacklisted by any company, Board, organization or Government body.
The decision of BCL in this regard shall be final without assigning any reasons.
- Bidders should submit a declaration along with Techno-commercial Bid stating that there is no proposal; under
consideration by them with regard to change of their name/ organisational status nor their name / organisational
status has been changed as on date of opening of the tender. In case there is a change in the name / organisational
status, the same will be intimated to BCL promptly along with relevant documents not later than 15
days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be
decided by BCL including forfeiture of EMD/ equivalent amount.
- Bidders have to submit the Integrity Pact Document (as per Annexure A) along with Techno-commercial Bid.

(M) 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.

Contd.P/10
0) **Part II: PRICE BID**

i) Price Bid Part shall be opened only if Part –I is qualified.

ii) Rates should be mentioned in figure as well as in words. In case of difference, the rate quoted in words shall be considered.

iii) Quoted rate against this tender shall remain Firm till completion of the order.

**Price Bid Format:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Job Description</th>
<th>Quantity of wagon</th>
<th>Basic Rate per wagon in Rs.</th>
<th>GST per wagon in Rs.</th>
<th>Total Rate per wagon (all inclusive) in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fitment of Doors including painting in BOXNS wagons at Rly. Yard, Waltair, East Coast Rly. as per Scope and tender conditions.</td>
<td>1500 nos (each wagon consists of two nos. Doors)</td>
<td>1000</td>
<td>100</td>
<td>1100</td>
</tr>
</tbody>
</table>

Note: Evaluation of lowest bid (L-1) shall be made on the basis of receipt of lowest Total Rate per wagon (all inclusive) as per above price bid format.

For Braithwaite & Co. Ltd
To,
Dy.Manager(Pur)
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 as per price bid format 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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Place</th>
<th>Branch City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pin Code</th>
<th>Branch Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MICR No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

(9 Digit Code number appearing on the MICR Band of the Cheque supplied by the BANK. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name and code number)

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

RTGS / IFSC Code

4. Date from which the mandate should be effective:

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

Place: _______________________
Date: _______________________

Signature of the Party / Authorized Signatory

With seal:

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

Bank’s Stamp:

Date: _______________________

(Signature of the Authorized Official from the bank)

Bank Seal: ____________________
ANNEXURE – A

INTEGRITY PACT DOCUMENT
(TO BE EXECUTED IN PLAIN PAPER)

INTEGRITY PACT

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

Preamble
The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for _________________ 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:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tendered process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
Section 3 – Disqualification from tender process and exclusion from future contracts

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous Transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the 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 undertakes to demand from all subcontractors a commitment it conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairman of the Principal)

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

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

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

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

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

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

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

Section 9 – Pact Duration
This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions
(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Kolkata.

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

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal For the Bidder / Contractor
(Official Seal) (Official Seal)

Place: __________________ witness: 1. __________________
Date: ________________ 2. ________________