To
M/s……………………………………

Dear Sir,

“Sealed tenders are invited for engagement of contractor for the job of `Rectification of commissioned 2 (two) nos. Ladle cranes each of capacity 300 T at SMS-III, Bhilai Steel Plant as per tender conditions. The offers should be submitted in two bids i.e Part-I & Part-II
1) Part-I : Techno Commercial Bid & EMD
2) Part-II : Price Bid

All these parts shall be inserted separately in 2 sealed envelopes super scribing tender number and Part number. All two parts shall be put in 3rd envelope and all the envelopes shall be super scribed with our tender No., part No. & due date.

Sealed tender addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata: 700043 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 by 02.01.2020 (due date) by 2.30 PM./14.30 hrs.

Techno Commercial bid of the tender shall be opened on 02.01.2020 at 3PM / 15.00Hrs. During opening of techno commercial bid & EMD (Part-I) and (Part-II), the bidders may depute their authorized representatives to be present as witness. However, only the techno commercially acceptable bidders will be intimated before opening of the price bid.

Tender condition & issue of tender documents: 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. 1000/- along with Techno-commercial Bid (Part-I) towards cost of tender document failing which, their offer will not be considered. However, in respect of bidders who are registered with NSIC / MSME units for the tendered job, submission of cost of tender document is exempted. Interested parties can get the tender document from the office of Dy. Manager (Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700 043 on all working days except Sunday on payment of Rs. 1000/- (Rupees one thousand only) in the form of DD / Pay Order drawn in favour of `BRAINTWAITE & CO. LTD.’ payable at Kolkata.

Note:

a) In case of tender due date falls on Sunday / Holiday, the same will be opened on next working day.

b) Unconditional acceptance of all notes, terms & conditions of the tender shall be given by the bidder(s).
(A) QUALIFYING CRITERIA

FINANCIAL ELIGIBILITY:

1.0 Bidders shall have an average annual turnover of Rs 24.78 lakh in last three years ending on 31.03.2019. Bidder shall have made profit in any of the last three years and shall have positive net worth as on 31.03.2019. Bidder should submit CA certified / 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.

2.0 TECHNICAL ELIGIBILITY:

Bidder shall have executed / executing any one of the following in last seven years ending on 30.11.2019.

Three similar jobs executed / executing each of value Rs 33.04 lakh.
OR
Two similar jobs executed / executing each of value Rs 41.30 lakh
OR
One similar job executed / executing of value Rs 66.08 lakh.

Where similar job means any one of the following:
(i) Manufacturing & supply of EOT cranes of capacity not less than 50 T Capacity
(ii) Erection & commissioning of EOT cranes of capacity not less than 50 T.
(iii) Revamping / reconditioning of EOT cranes of capacity not less than 50 T Capacity

Bidders shall submit work order(s) / purchase orders along with completion documents in support of their credentials. In case the job is still continuing, job completed till 30.11.2019 shall be considered.

3.0 Bidder should have PF, ESI & GST registration and copies are to be submitted along with Techno-Commercial Bid.

(B) METHOD OF SUBMISSION:

PART – I: Techno-Commercial Bid:

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

iii) GSTIN Number 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.

vii) Integrity Pact duly signed & stamped.

viii) Submission of Bank Mandate form duly filled & signed.

4.0 Scope of work:-

Rectification of commissioned 2 nos. Ladle Cranes of capacity 300 T each at SMS-III, Bhilai Steel Plant as per details of work given below:
The work shall comprise of the following jobs tentatively for each crane.

- Inspection & thorough survey of crane related to CT & LT movement.
- Fabrication and installation of temporary platform, temporary support for the crane for dismantling of LT assemblies bogie, balancers etc
- Provide stoppers at both ends.
- Locking of trolleys with structures as instructed by BCL.
- Providing 2 nos. of 200T (minimum) hydraulic jacks to lift end carriage and keep rested on supporting structures fabricated for this.
- Dismantling of the LT components of both sides of the crane in stages taking care of all safety measures.
- Metal deposition by welding and making ready for machining of LT components
- Transportation of the above components to the designated machine shop nearby and return to the place of re-installation after completion of machining
- Machining to be done as per instruction / sketch / drawings of BCL
- All the wheels are to be replaced with new double flanged wheels (free issue item). Wherever required or as decided by BCL expert, wheel shafts are to be replaced.
- Bogie, balancers connecting pins are to be replaced.
- Alignment of main balancers to be done.
- Before replacement all fit bolts holes are to be reamed and custom fit bolts are to be fitted and torque-tightened.
- Guide roller arrangement also to be suitably modified and replaced to sustain higher lateral thrust.
- Necessary alignments to be done for smooth running of the crane.

Contractor shall mobilize workforce comprising of unskilled, semiskilled & skilled men like welders, fitters, cutters, riggers etc in sufficient numbers to carry out the subject rectification job. Work shall proceed under the supervision, planning and direction of BCL in all working shifts. Contractor has to deploy adequate manpower in 2 shifts/day and in Sunday/holidays if required by BCL.

The handling facilities like Hydra, Forklift etc and transportation facilities like trailer / lorry/ tractor etc for movement of the components inside the premises or to the facilities of machining will be in the scope of contractor.

Any other work not specifically mentioned above, but require for completion of the job shall be in the scope of contractor.

Safety of the workforce shall be under scope of contractor.

5.0 SCOPE OF SUPPLY OF TOOLS/ CONSUMABLES BY THE CONTRACTOR:
- All safety appliances like Helmet, Safety Shoe, Dust mask, Hand gloves, Safety belts etc., are to be supplied by the contractor.
- All common tools and tackles, slings etc shall be supplied by the contractor including torque tightening machine, electric arc welding machines & accessories and gas cutting accessories, grinding set etc.
- LPG & Oxygen gas and welding rods shall be provided by the contractor.
- The contractor shall supply 2 nos. 200T (minimum) Hydraulic jacks with electrical power pack, chain pulley blocks of different capacity as required and various sizes of wire rope slings.
• All Measuring instruments like laser distance measurement, measuring tape / scale, slide calipers, screw gauge vernier, spirit level etc required for the successful completion of the job are also under the scope of contractor.
• Any other tools or equipments required but not covered under the scope for successful completion of the job shall be supplied by the contractor.
• Space for contractor’s office shall be provided by BCL’s customer. However, Contractor shall make their own temporary office inside the plant. The location and site for office will be shown /allotted by BCL / BCL’s customer. At the end of the contract period, contractor shall vacate the site. Before vacating the site the contractor has to do all reconciliation of all free issue material & documents to BCL.

6.0 Other obligations in Contractor’s scope:

a) Contractor shall make their own arrangement of the residential accommodation and transportation of their work force.
b) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the Safety and Environmental rules & regulations.
c) Contractor shall employ trained and skilled manpower in fit condition.
d) If in the opinion of BCL’s customer, any particular individual(s) are to be removed forthwith in the interest of the organization, contractor shall also take all the necessary actions and ensure that production of the plant is not hampered due to such removal of individuals and immediately organize the suitable replacements.

7.0 BCL’s responsibilities:

• Arranging shutdowns & permissions.
• Planning & supervision of entire job.
• All sorts of machining works will be done by BCL at facility nearby. However, the contractor has to extend manpower and handling facilities and arrange material transportation.
• To provide expertise during all activities.
• Supply of all free issue material like spares, wheels, shafts, pins, fit-bolts etc.
• First fill oil, lubricant etc are under BCL’s scope.
• Record keeping of daily progress of work, daily planning & monitoring, interaction with customer etc.
• Facilities like water, lighting supply shall be provided by BCL’s customer.

8.0 SPECIFICATION, DRAWINGS, TECHNICAL DETAILS ETC.:

The specification, drawings, & other technical information will be available at the site to BCL’s Site-in-charge.

9.0 DELIVERY PERIOD:

Maximum 6 (Six) months from the date of issuance of work order. However, each crane shall be made ready within 3 (three) months from the date of handing over of crane. For simultaneous rectification of crane, the stipulated time for handing over of both the cranes is also 3 (three) months.

10.0 STATUTORY OBLIGATIONS:

In respect of all labour directly or indirectly employed by the contractor on the contract work, it shall be the bound duty of the contractor to abide by and to strictly comply with all labour legislations enacted by the parliament or by the state legislature and rules / bye laws framed there under in general and the following legislations in particular –
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Labour Act</th>
<th>Important provision (s)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>A)</td>
<td>Workmen Compensation Act, 1923</td>
<td>In case of fatal accident, contractor has to deposit compensation amount within 30 days of accident to Commissioner for Workmen Compensation, Durg through DD. In case of default on the part of contractor, Principal Employer will deposit compensation amount on behalf of contractor and will deduct from any of the pending bills /SD /EMD. In addition, suitable punitive Action would also be initiated.</td>
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<tr>
<td>B)</td>
<td>Payment of Wages Act, 1936</td>
<td>Contractor shall make payments latest by 7th / 10th of every month. The contractor shall make payment of wages and other benefits to his workmen employed by him in the contract work in accordance with the provisions of Act, rules applicable and any agreement between contractor and their workmen. Contractor shall make payment of wages through bank as per provisions of Section– 6</td>
</tr>
<tr>
<td>C</td>
<td>Minimum Wages Act, 1948</td>
<td>Contractor shall ensure payment of minimum wages as notified from Time to time by state Government.</td>
</tr>
<tr>
<td>D</td>
<td>Employees’ P.F. and Misc. Provisions Act, 1952</td>
<td>The successful tenderer shall have to furnish proof of having CPF registration with RPFC within 15 days from the date of award of the contract. The first payment against the awarded contract shall be released only after the said proof is submitted. However this criteria will not be applicable for the following cases:- i. Where the job is to be carried out by the party in some other premises not under the control and management of Bhilai Steel Plant. ii. Where the job is executed by the agency without engaging contract labour. Contractor shall deposit worker’s contribution as well as own contribution of PF/EPS/EDLI in his establishment code latest by 15th of every month. Contractor at the time of obtaining statutory dues clearance or NDC in r/o any work shall submit Form no.5, 10 &amp; 12A.</td>
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<tr>
<td>E</td>
<td>Payment of Bonus Act, 1965</td>
<td>Annual bonus for the last accounting year (Financial Year) shall be paid latest by 30th November of following year. Non-payment of bonus to eligible workers within stipulated time would be treated as default and suitable punitive action inter alias with holding of running bills may be initiated.</td>
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<td>F</td>
<td>Contract Labour (Regulation &amp; Abolition) Act, 1970</td>
<td>(1) The contractor shall obtain a labour license from Assistant Labour Commissioner (Central), Raipur within 15 days of award of contract. Contractor shall not engage labour more than the number indicated in license at any point of time. Contractor shall issue attendance card and wage slip in prescribed format at least a day prior to disbursement of wages. Whenever, number is increased, the contractor shall arrange to get such changes incorporated in the license. The contractor shall make payment to their workmen in the presence of authorized representative of Principal Employer only and obtain the required certification regarding witnessing of payments. (2) Contractor shall issue employment card to each worker in prescribed format within 3 days of the employment of the worker.</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Labour Act</td>
<td>Important provision (s)**</td>
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<tr>
<td>G</td>
<td>ESI Act. 1948 and regulations</td>
<td>THE SUCCESSFUL BIDDER SHALL HAVE TO FURNISH PROOF OF ESIS REGISTRATION FROM THE OFFICE OF THE ESIC, CG, WITHIN 21 DAYS FROM THE DATE OF AWARD. THE FIRST PAYMENT AGAINST THE CONTRACT AWARDED SHALL BE RELEASED ONLY AFTER ESIS REGISTRATION PROOF IS SUBMITTED.</td>
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</table>

In addition, contractors are advised to familiarize themselves by all status/rules/regulations including amendments and comply the same.

ii) The contractor shall maintain records, registers, and returns in r/o workers employed by him as required under various statutes and or prescribed by the Principal Employer / representatives.

iii) The contractor shall be entirely responsible for safe and good conduct of his workers during the execution of contract. The contractor shall provide proper training, safety appliances; PPE’s and ensure their proper use by the workmen during the execution of work. Contractor shall also ensure that he or his workmen violate no safety rules/instructions. The contractor shall maintain his machinery and tools for work in safe condition and shall present the same for checking whenever called by Principal Employer / representatives.

As per the provisions of Industrial Employment (Standing Orders) Act, 1946, the contractor shall make his own Standing Orders for the labours engaged by him and get the same approved through the concerned Regional Labours Commissioner or other appropriate authority and implement the same. In the absence of such Standing Order, the Model Standing Orders shall be implemented.

11.0 SAFETY REQUIREMENTS:

The contractor shall:

a) Employ only those workers who have undergone safety instruction training.

b) Take all safety precautions and provide adequate supervision in order to do the job safety and without damaged to equipment.

c) Make available all necessary personal safety equipment / appliances such as safety helmets, safety boots, full body harness, gloves, leather gloves for welders, clear glass safety goggles and other relevant PPEs as advised by safety department or departmental safety officer for the use of persons employed at the site of work and maintain in condition suitable for immediate use and shall take steps to ensure proper use of equipment by the workers.

d) Pay compensation to his workmen as and when the eventuality for the same arises under the workmen’s Compensation Act. 1923.

e) Follow the Safety Rule Book of BCL’s customer and also the instructions issued by the Safety Department of BCL’s customer from time to time.

f) Be fully responsible for accidents caused due to his or his agent’s or workmen’s negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.

g) In case of injury to persons, first take the injured person to plant Medical Unit with the I.O.W. Forms and not directly to their own Doctors.

h) Obtain passes from Safety department of BCL’s customer for those persons who will be required to work at height of above 2 meters.
i) Obtain necessary shutdown/clearance from the Operating Authority of BCL wherever there are hazards of gases, electricity, moving machinery etc. before sending workers to such locations.

j) Give standard personal protective equipment of BIS standards to his contract labour.

k) Provide Safety jackets to all contract labour.

In case of deployment of workers at a height exceeding 10 metres, the following will also apply:-

- Persons carrying-out such jobs should be selected by the contractors within age group of 20 years to 50 years with doctor's certificate about fitness to work at height in the format prescribed by BSP.
- All such persons should be medically examined for fitness and Fit Certificate may be issued by Hospital or Civil Surgeon as recommended by BCL's customer. All charges towards such examination shall be on Contractor's account.
- To undergo Special training to be imparted by Safety Engineering Department of BCL’s customer, if any, for such persons.
- Usage of full body harness and anchoring it at rigid place is to be ensured by the Contractor or his Supervisor who shall be present all the time on working spot.
- Use only steel pipe scaffolding. However, in some cases, temporary hanging platforms made of bamboos can be used if only allowed by BCL’s customer where it will be securely fastened from top.

Contractor shall adhere to all safety procedures & regulations of BCL’s customer as applicable from time to time. Penalty shall be imposed on Contractor on violation of any safety procedures or regulations of BCL’s customer. In case of any deductions / penalties from BCL on account of violations of any standard practice including safety, the same shall also be applicable on the Contractor’s at actual.

1) The Contractor must provide PPE services to their workmen.

2) 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 7alian 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.

3) 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.
General Terms & Conditions:

1. **EMD**: Rs.50,000/- (Rupees Fifty thousand only) EMD is required to be deposited as Bid Security and to be submitted in the form of DD/ pay order/ Bank Guarantee in favour of Braithwaite & Co. Ltd payable at kolkata. However, for SSI Units with single point registration with NSIC, RDSO, MSME & DGS&D registered vendors for the tendered items; payment of EMD can be considered for exemption to the extent of monetary limited granted on submission of valid NSIC registration certificate. Copy of the valid NSIC/MSM Registration Certificate should be furnished. PSU bidders are also exempted from submission of EMD.

The earnest money is liable to be forfeited, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.

EMD will be returned on submission of required Security Deposit for successful bidder(s) and after finalization of order, for unsuccessful bidders.

**Note**: No offer shall be considered without submission of EMD along with Techno-commercial Bid (Part-I) except above exemptions.

2. **Security Deposit**: @ 5% of the order value only in the form of DD/ pay order/ Bank Guarantee from Indian Nationalized Bank to be submitted by the successful bidder within 15 days from the date of receipt of Purchase order. However, exempted for NSIC, MSME & DGS&D registered vendors. & PSU bidders. However SD can be submitted 50% by the bidder & balance 50% can be adjusted against their R/A Bills. Security Deposit will be discharged and returned to the supplier only after successful completion of supplier's obligation under the contract.

As and when an amendment is issued to the contract, the supplier / contractor shall within 15 days of the receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.

Security deposit will be discharged and returned to the supplier / contractor on completion of supplier's / contractor's obligations under the contract including any warranty obligation as specified in the contract.

3. **Performance Bank Guarantee**: You shall submit a Performance Guarantee @ 5% of contract value in the form of Bank Guarantee obtained from a Nationalized / Scheduled Bank in a prescribed format of BCL before the receipt of first payment. The PBG shall remain valid up to Guaranty / Warranty period. The Security Deposit, if submitted may be converted to Performance Bank Guarantee and no separate PBG is required to be submitted. PBG shall be refunded / returned only after successful completion of obligations under the contract.

**NOTE:**

(i) 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 bill.

(ii) MSE vendors may opt for submission of S.D. or PBG as per their choice.

4. **Mode of Measurement**:

- After completion of rectification work, the contractor shall hand over the crane for running. The commissioning will be certified only after submission of Joint Survey report confirming the parameters.
After commissioning, Performance Guarantee Test (PGT) will be conducted under which the crane will be run at maximum speed with full load in all 3 shifts for consecutive 30 days without any significant problem in LT movement. The PG Test will be certified as satisfactory based on outcomes of the 30 days' running of the crane.

The job will be considered finally executed in all respect for PG Test and submission of completion certificate duly signed by the Operating Authority and BCL's customer i.e. HOD- SMS-3.

The contractor will prepare and maintain a Log Book (shift-wise / day-wise) on the site for logging of following major details in connection with the subject work. Operating Authority (OA) while signing the completion certificate may take into account the logging details to arrive at any logical conclusion.

- Shift-wise / day wise activities planned and executed.
- Details of staff deployed on the shift / day along with their responsibility matrix.
- Any net worthy observation taken by the party during rectification work on the very day / shift.
- Any shortcoming / mal-handling practices noticed by the party happening in vicinity cranes or may have happened in subject crane which cause / may have caused damage and other anomalies in the corresponding cranes.
- Dimensional variations, deviations recorded by the contractor during rectification work and elimination of those defects.
- Suggestions of improved practices (SOPs and SMPs) to be followed by BCL staff after handing over the repaired crane.
- Any other pertinent details.

The above log book will contain communication details of all the staff of the contractor along with the line Managers. After completion of the work, the original log book will become property of BCL.

5. Payment Terms: Payment against Rectification & Repair in the cranes will be made in 2 phases as under:
   - 90% after commissioning of crane.
   - Balance 10% after PG Test and submission of completion certificate.
   - Payments will be made within 7 (Seven) days after receipt of corresponding payment from BCL’s customer.
   - All payments shall be released through RTGS mode as per Bank Mandate Form.

6. Deductions:
   - If the job is not completed as per the contract period, reasons of which are specifically attributed to the contractor, deduction @ 1% of rate against the work of rectification in crane per day over and above the contract period will be made from final bill.
   - The completion of the work will also cover submission of signed completion certificate.

   It is important to note that ‘NO’ deduction will be made for any instances of non-execution if reasons of above instances are not explicitly attributed to the contractor. Decision in this regard will be taken by Operating Authority (OA) based on prevailing situations.

7. PENALTY:
   a) Failure to observe the safety rules will make the contractor liable to penalty by way of suspension / stoppage of work, fine and termination of contract. The contractor may also be held liable for payment of Liquidated Damages for the period of suspension or stoppage of work.

   b) The Operating Authority (OA) or the Head of the Safety Department of BCL’s customer or their authorized representatives on their satisfaction that the contractor is not conforming to the safety requirements, may direct stoppage of work & require to remedy the defects or supply of omissions as the case may be. The contractor shall not proceed with the work until they have complied with such directions to the satisfaction of the said authorities.
c) The safety violations have been classified as below at the end of safety clause. Without prejudice to the right conferred by clause (4) for stoppage of work for violation of safety requirement, the contractor shall be liable for penalty at the rates indicated below depending upon the category of violation.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description of violation</th>
<th>Fine for Works / Non-Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Not wearing Crash Helmet within the Works Area.</td>
<td>Rs. 1,000/-</td>
</tr>
<tr>
<td>II</td>
<td>Minor violations like Height, Excavation, Electrical, Material Handling, Gas Cutting, Arc Welding, PPEs, Vehicle, Permit, General, Statutory Records</td>
<td>Rs. 3,000/-</td>
</tr>
<tr>
<td>III</td>
<td>Minor subsequent-repetition of violations as per Category-II above</td>
<td>Rs. 5,000/-</td>
</tr>
<tr>
<td>IV</td>
<td>Major violations like Height, Excavation, Electrical, Vehicle, Arc Welding &amp; General</td>
<td>Rs. 15,000/-</td>
</tr>
<tr>
<td>V</td>
<td>Fatal accidents / Permanent disability</td>
<td>20% of contract value subject minimum Rs. 1 Lac and maximum Rs. 5 Lacs or banning of business dealing or both.</td>
</tr>
</tbody>
</table>

8. **Validity**: Offer should remain valid for a period of 90 days from the date of opening of techno-commercial bid.

9. **Price**: Quoted/order rates shall remain firm till completion of the job.

10. **Taxes & Duties**:  
    a) **TDS for Income Tax**: Tax deduction at source (TDS) shall be made towards Income Tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.
    b) **Other Taxes**: The rate quoted by the contractor shall be inclusive of all taxes, duties, levies and Cess including GST. The contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. All invoices shall be GST compliant which should enable BCL to avail Input Tax Credit. In case of non-compliance, BCL reserves the right to deduct such amounts.

11. All corrections (if any) must be signed at the appropriate place by the signatory of the bidder; otherwise, tender will be considered as invalid.

12. **Liquidated Damages**: In the event of failure to complete the job within the stipulated date, BWT reserve the right to recover a sum of 0.5% for every week or part thereof by way of LD subject to maximum limit of 10% of the ordered value.

13. **Risk Purchase**: In the event of your failure to complete the job, BWT reserve the right to procure the items mentioned in our Purchase order from alternative source on Risk Purchase Basis and recover the extra thereof, if incurred, from you.

14. **Arbitration**: All question, disputes or difference whatsoever shall arise between the Purchaser and the supplier upon or in relation to or in connection with the contract either the party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the adjudicator of sole Arbitrator. Managing Director/CMD shall have the right and authority to appoint any officer of the Company as Arbitrator not below the rank of General Manager who is not directly connected with the Purchase Order.

    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 processing’s of the Arbitration shall be held in Kolkata.

    Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
15. **An Unconditional acceptance of all notes, terms & conditions of the tender must be given along with the Part - I offer.**

**PRICE BID (PART-II)**

1. The rates will remain firm till completion of supply.
2. The rates should be quoted both in figures and words. In case of difference, rate quoted in Words will be considered.
3. Over writing in price figure of the quotation will be rejected.
4. **Lowest bid will be evaluated against lowest grand total received from the bidders (all inclusive) against all the spares.**

**PRICE BID FORMAT**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Spares</th>
<th>Unit</th>
<th>Qty</th>
<th>Lump sum Basic Price per Crane (Rs.)</th>
<th>GST Amount per crane (Rs.)</th>
<th>Total Lump sum rate per crane (including GST)</th>
<th>Total Value of 02 Cranes (all inclusive) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td><strong>Rectification of commissioned 02 nos. Ladle Cranes each of capacity 300 T at SMS-III-Bhilai Steel Plant as per scope of work and terms &amp; conditions.</strong></td>
<td>Nos.</td>
<td>02</td>
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<tr>
<td></td>
<td>Grand total (all inclusive)</td>
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Note: The bidder should submit their price as per above Price Bid Format separately in a sealed envelope superscribing our tender number, date, due date & Box No.

For Braithwaite & Co. Limited
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 with the successful bidder(s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

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

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

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
(a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

Section 6 – Equal treatment of all Bidders / Contractors

(1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment in 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

(to be decided by the Chairman of the Principal)

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

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

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

For the Principal  
(Official Seal)  

For the Bidder / Contractor  
( Official Seal)  

Place: ___________________  
Witness: 1. __________________  

Date: ___________________  

1 2. ___________________
To,
HOD (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 as per price bid format and submit the same along with Price bid.

Thanking you,

Yours faithfully,

For __________________

Signature of the Bidder with seal
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:

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<thead>
<tr>
<th>Bank name</th>
<th>Branch name</th>
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<tr>
<td>Branch Place Pin CR Code</td>
<td>Branch City Branch Code</td>
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<tr>
<td>MICR No.</td>
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(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)

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<th>Account type</th>
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<tr>
<td>RTGS / IFSC Code</td>
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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: