Sealed Tenders are invited in Two bid system for engagement of contractor for Fabrication of 3000 nos. Flap Doors for BOXNS wagon in the work shop of BCL as per tender conditions.

1. **Closing of tender Box:** 14.30 hrs. on **03.04.2020**

2. **Opening of Part-I bid of the tender:** 15.00 hrs. on **03.04.2020**

The offer should comprise of two parts as under:

- **Part-I**: Techno-commercial bid
- **Part-II**: Price Bid

Both, Part-I & Part-II bids of the quotation shall be inserted in two (2) separate envelopes, being sealed and superscribed. These two envelopes shall be put into 3rd envelope which should also be sealed and super-scribed our tender no., date, due date & box no. In case of hand delivery, the sealed tender shall be dropped directly in our **Tender box no. 2** within due date of tender submission. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Sealed Tender is to be addressed to Dy. Manager (Pur), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043.

The techno commercial bid (Part-I) of the tender shall be opened on **03.04.2020** at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender. The price bids of techno-commercially acceptable bidders only shall be opened for which opening date & time shall be intimated in due course.

Tender documents can also be downloaded from our website [www.braithwaiteindia.com](http://www.braithwaiteindia.com) and offer can be submitted meeting the tender requirements.

For Braithwaite & Co. Ltd.
A). Bidder(s), who shall submit offer(s) against website display of this tender / non registered with BCL, should submit the following documents along with the techno-commercial bid of the offer.

1) Experience documents related to fabrication of wagons or wagon sub-assemblies or wagon Doors of a single order value not less than Rs.28.32 Lakh executed during last 7 (seven) years ending on 29.02.2020. In support of experience, P.O. copies along with completion certificate, certified bills etc. to be submitted.

2) Audited /C A certified Balance Sheet and Profit & Loss accounts for last three years ending on 31.03.2019. The average annual turnover should not be less than Rs. 10.62 Lakh and should have achieved net profit as on 31.03.2019.

3) Copy of the PAN, Trade license, GST registration certificate & income tax return for the last three years.

4) For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.

B). Following documents to be submitted along with the techno-commercial bid (Part-I) of the offer:

1) For NSIC/MSME/SSI registered bidders, copy of valid documents along with indication for ownership (i.e. whether the owner is of SC /ST category). In case the owner is of SC /ST category, necessary documents is to be submitted.

2) 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.

3) Copy of the PAN, Trade license, GST registration certificate & income tax return for the last three years.

C). DESCRIPTION OF JOB:

Fabrication of Flap Door for BOXNS wagon to be prepared as per RDSO Drg. No.WD-18059-S-02. The raw material of Fabrication of Doors shall be as per specification / drawing of BOXNS wagon.

Quantity: Total 3000 nos Flap doors for BOXNS wagon.

Raw materials will be supplied by BCL. The job shall have to be carried at BCL’s Clive Works or Victoria Works or both.

D). CONTRACTOR’S SCOPE:

1. The successful bidder will be responsible for carrying out preparation, fabrication related jobs on labour basis of Flap Doors for BOXNS wagons as per requirement along with supply of Consumables to the entire satisfaction of BCL / it’s customer for the job which will include :

   a) Traceability of materials, identification marks on each raw material, prepared material as per given lot no., marking, cutting, pressing, drilling, material handling, welding, fitting & painting etc. Traceability record to be maintained.

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

   c) Preparation of Fixture, Jigs and Templates, etc for fabrication and assembly according to approved drawings for the job (as per requirement).

   d) Complete preparation of materials including all types of drilling, edge cutting, pressing, bending, etc according to requirement of job.

   f) **Pressing operation**: To be done by contractor itself as per drawing. If pressing operation to be done from outside of BCL, cut to size raw steel only can be taken out from premises.

   g) Complete fabrication of doors including welding. Qualified welders should be deployed to execute the work.

   h) Required grinding, chipping, spatter removing and finishing in all respect to complete the job as per requirement of Inspecting Agency / RITES Inspector & QA/BWT at the time of final inspection.

   i) Contractor is solely responsible for implementation of any sort of alteration / rectification if called for as per RDSO drawings / guidelines during execution of job.
j) Scope of Supply includes;
* All type of electrodes including MIG wires etc.
* Oxygen Gas, Argon Gas, CO2, LPG.
* Required consumables as per requirement to complete the job.

k) Machineries (along with accessories & maintenance wherever applicable) & Manpower includes;
* Gas cutting set, Grinding m/c, Portable Drilling m/c, Welding m/c, Mig Welding m/c., Plazma Cutting m/c.
* Required tools & tackles, Measuring instruments / equipments.
* Required Drill bits, Portable Electrode Heater / Oven.
* Electrical board (along with required wires & cables), Extension cable with board etc.
* Required wire rope sling, pneumatic hose pipe (required nipple & clamps).
* TIPS for CNC m/c (as per requirement).
* Skilled labours along with experienced Supervisors to complete the job in all respect.
* EOT Crane operators and its slingers.
* Deploy experienced technical (Mechanical & Electrical) person to execute the job.

l) Material testing as per guidelines of Inspecting Agency/ RDSO / RITES.

m) Proper stacking of finished material as per instruction of shop-in-charge.

n) Generated scrap to be stacked as per instruction of shop-in-charge.

o) Empty spool should be handed over to BCL store as per instruction.

p) Safety measures to be taken as per industrial norms.

q) Material loading on vehicles at the time of supply.

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

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

t) During execution of job, if any components / consumables / items get damaged / consumed more than actual requirement, that quantity should be replenished by the respective contractor. Even, if any type of alteration / revision of drawing from RDSO shall be observed during execution of the job, contactor is fully responsible to execute the job according to latest revision / alteration and instructions of RDSO.

E) **BCL’S SCOPE & RESPONSIBILITY:**
- RDSO Approved Drawings
- Raw Steel for fabrication job.
- Compressed Air, Electricity & Space.
- EOT Crane, Shearing m/c, Radial drill m/c, BSS (without manpower and with maintenance).
- CNC m/c with operator (TIPS for CNC m/c to be provided by contractor).
- Workshops for fabrication job.

Any query before the submission of quotation by the party may be clarified by Works Manager (I/C)-CW & VW.

F) **The Techno-Commercial Bld (Part-I):**

1) **Earnest Money Deposit (EMD)**: Rs. 25,000/- (Rupees twenty five thousand only)

EMD shall be submitted either in the form of DD / Pay Order drawn in favour of "BRAITHWAITE & CO., LTD." payable at Kolkata or in the form Bank Guarantee. Firms registered with GeM, SSI units registered with NSIC, MSME Units for the wagon components and RDSO approved vendors for the wagon components and PSU units may be 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.

Earnest Money lodged by unsuccessful tenderer shall be refunded to them immediately after finalization of a tender. In case of the successful tenderer, the same shall be retained by the Company, till submission of security deposit or if so decide by the tenderer adjusted against Security Deposit for the said job.
2) SECURITY DEPOSIT:
For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of Purchase order in the form of Bank Guarantee (as per format provided by the Purchaser)/ Demand Draft / Pay order which shall remain valid till completion of contract period plus 6 months for catering to Warranty / Guarantee period of spares. The amount of Security Deposit will be 5% of contract value.

The proceeds of the security deposit or proceeds on invocation of BG submitted as S.D. shall be payable to the purchaser as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.

In respect of Firms registered with SSI, NSIC, MSME Units, RDSO and PSU units, SD may be waived.

As and when an amendment is issued to the contract, the contractor shall within 15 days of the receipt of such an amendment furnish to the purchaser an amendment to the security deposit.

3) Performance Guarantee: The contractor shall also submit a Performance Bank Guarantee for a sum equal to 5% of the contract value after receipt of order and before receipt of first payment. The Performance Bank Guarantee shall remain valid up to contract period plus 6 months for catering to guarantee / warrantee period of contract. The Security Deposit, if submitted, can be converted Performance Bank Guarantee.

PBG shall be returned/refunded only after successful completion of warranty period of the contract.

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.

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

BCL reserve the right to split the tender quantities at a ratio 60:40 at BCL’s discretion. For this purpose, more than one bidder may be engaged for which, counter offer at L-1 rate shall be issued to the other bidders as per ranking position. If the counter offered rate is accepted by such bidder, BCL reserves the right to consider for order placement for suitable quantity which shall generally be in the ratio 60:40 or as will be decided by BCL. The decision of BCL shall be final and binding to the bidders.

H) ADDITIONAL TERMS & CONDITIONS
i) Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.

ii) 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.

iii) 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.

I) GENERAL TERMS AND CONDITIONS:

J) 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. In the event of lower rate in the subsequent tender with same scope of work applicable rate shall be lower of the above beyond the original delivery period.

J) DELIVERY: Supply of tendered items shall commence within 30 days from the date of Purchase Order. Rate of delivery shall not be less than 300 nos. Doors per month. Monthly target is to be intimated from production department failing which L.D. will be imposed.

Contractor shall mobilize all equipments and manpower within 07 days from the date of receiving of Purchase order / LOI.

However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning. Work to be done on 24 X 7 basis and as instructed by Workshop In-charge.

Contd.P/5
(III) **PAYMENT**: 80% Payment will be made prorata basis on receipt of bills after completion of the job duly inspected by Inspection Agency (RITES/RDSO) or BCL inspector as applicable and balance 20% will be released after successful fitment of the Doors in BOXNS wagon at site. Bills will be certified by Shop Floor In-Charge of the Unit. Payment shall be released with 30 days credit from the date of certified bills No ad-hoc payment shall be made.

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

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

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

MSME vendors may avail their payment through TReDs platform.

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 / RITES Inspector. The responsibility of providing complete assistance to BCL-Inspector towards getting the clearance / approval of the item from Inspecting Agency / RITES completely 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) **Liquidated Damages:** Timely execution of the job and adhering to the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job within the delivery date in the P.O, the LD clause will be imposed @2% per month or part thereof subject to maximum of 10% of the order value.

(iii) **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.

(iv) **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.

Contd.P/6
(v) Warranty:
The contractor warrants that the jobs performed under the Contract are free from any defect and that workmanship and shall be of highest grade and consistent with the established and generally accepted for goods of the type ordered and full conformity with the contract specification and sample, if any and shall be operable, if operated properly.

This warranty shall survive inspection of payment for acceptance for the goods but shall expire 18 (eighteen) months after delivery of the goods or 12 (Twelve) months from the date of commissioning, whichever is earlier.

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

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

(vii) Material Reconciliation:
Contractor has to submit Material Reconciliation Statement for all materials supplied by BCL. The statement to be submitted and duly certified by BCL's representatives at the time of submission of bill for the last 10% of prevailing ordered quantity of wagons. Material Reconciliation Statement shall be as per Format enclosed with this tender.

The same is to be attached with the bill applicable for last 10% prevailing ordered quantity for release of payment. BCL shall issue dummy order for issue of M.R.R for different components & consumables which are in contractor's scope against details to be submitted by contractor. For issue of Dummy order, contractor shall submit necessary details to BCL before receipt of 1st payment.

(viii) 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.

(k) 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.

K) 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.

I) STATUTORY OBLIGATIONS:
a) The Contractor will fulfil statutory obligations under various statutes as given below or any other statutes as applicable:
d) E.S.I. Act Scheme. Employees State Insurance Act, 1948 & Rules, Scheme there under.
e) Minimum Wages Act 1948 & Rules there under.
g) Payment of Bonus Act, & Rules there under.
h) Duty & tax related matters.

II) 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 falling which BCL reserves the right to terminate the contract and take appropriate actions as deemed fit against the contractor.

Contd.P/7
The contractors 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. 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.

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.

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.

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

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.

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.

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.

(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.

(d) 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.

L) 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.

M) 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.

Contd.P/8
**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 falling 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.**

**N) BRAITHWAITE & CO LIMITED RESERVES THE RIGHT TO:**

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- May ask for further clarification during techno-commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.
- The contractors/vendors who have already worked/working in BCL for different jobs, their performance in such jobs shall be reviewed with reference to executions, target, etc and in case the same are not found to be satisfactorily in the opinion of BCL, the offers of such bidder will be treated as techno-commercially not eligible and their offer shall not be considered for further processing. The same shall be at the sole discretion of BCL. BCL’s decision in such matters shall be final and binding to the bidders and shall not be matter of dispute.
- Any subsequent changes in Scope of contract and terms & conditions, if imposed by BCL’s customer in the contract with BCL, the same will be applicable on BCL’s contract with the vendor for the same job.
- Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- Standard engineering practice (such as slag cleaning, spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc.) and specific advice by RDSO/Railway Authorities are to be duly taken care of even if those are not specifically covered in the tender.
- BCL management reserve the right to issue corrigendum/amendment to the tender/purchase order without assigning any reason whatsoever and the bidder/contractor will be bound to accept the same.

**O) Part II : PRICE BID**

**Price Bid Format:**

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

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

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

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Quantity</th>
<th>Basic unit rate in Rs.</th>
<th>GST per unit in Rs.</th>
<th>Total Rate per unit (all inclusive)</th>
</tr>
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<tbody>
<tr>
<td>Preparation &amp; Fabrication of Flap Door of `BOXNS wagon as per scope of work.</td>
<td>3000 nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Evaluation of lowest bid (L-1) shall be made on the basis of receipt of lowest Total Rate per Unit 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>
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<tbody>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>Pin Code</td>
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</tbody>
</table>

(MICR No. (9 Digit Code number appearing on the MICR Band of the Cheque supplied by the BANK. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name and code number)

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Savings</th>
<th>Current</th>
<th>Cash Credit</th>
</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 tended process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption
Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate
disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor
(1) The Bidder / Contractor 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.

(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 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 entitle 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 Bidder 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 tenders or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors

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

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

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

Section 7 – Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

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

(to be decided by the Chairman of the Principal)

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

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

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

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

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

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

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

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

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

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

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

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

For the Principal
(Official Seal)

For the Bidder / Contractor
(Official Seal)

Place: ___________________  Witness: 1. __________________
Date:____________________  2. ________________