OPEN TENDER NO. BCL/RD/HS BOGIE/REFURBISHMENT/2019-20 NOVEMBER 30, 2019

“Sealed Tenders are invited for Refurbishment of 2000 Nos. Casnub HS Bogie along with supply of Components & consumables at Angus Works as per tender conditions”.

1. **Issue of Tender Documents:** Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 30.11.2019 to 20.12.2019 against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of ‘Braithwaite & Co. Ltd.’ and payable at Kolkata. However, for bidders registered for the tendered items with NSIC and MSME units & RDSO approved vendors are exempted from submission of cost of Tender Documents.

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

2. **Closing of Tender Box:** 20.12.2019 at 2.30 P.M
3. **Opening of Part-I Bids:** 20.12.2019 at 3.00 P.M

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

1. **Part-I:** Techno-commercial Bid & EMD.
2. **Part-II:** Price bid.

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

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

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

**Envelope 3:** Both the envelopes 1 and 2 are in turn to be put in another i.e. Third envelope and this envelope should be superscripted prominently as “TENDER FOR Refurbishment of Casnub Bogie, Open Tender Number BCL/RD/HS Bogie/Refurbishment/2019-20 dated 30.11.2019, Box No.1 and Due dated 20.12.2019”. All the three envelopes 1, 2 & 3 are to be duly sealed.

The sealed envelope should be addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043 may be dropped in our **Tender Box No.1** (in case of hand delivery) or may be sent by Registered post but must reach us positively within 20.12.2019 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be opened on 20.12.2019 at 3.00 P.M. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in which both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.
A. QUALIFYING CRITERIA:
The tenderer should meet following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

a) FINANCIAL ELIGIBILITY:
The bidder should have average turnover of Rs. 270 lakh during last three years ending on 31.03.2019 and also should have earned net profit in any of the last three years. The bidder should submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss accounts for the last three years ending on 31.03.2019

b). TECHNICAL ELIGIBILITY:
i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending 30.10.19 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs.360 lakh

OR

Two similar executed works each costing not less than Rs.450 lakh

OR

One similar executed works costing not less than Rs.720 lakh

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

- Manufacturing / Assemblies of Cast Steel Bogie for Freight Wagons.

ii) Bidder should own Arc or Induction Furnace of capacity not less than 2.5 T and have RDSO's registration for Class ‘A’ Foundry.

iii) Bidder should submit a copy of Work Order / Purchase Order and supporting document of similar type of jobs carried out with Govt. Organizations, PSUs or reputed private Companies for completion of job to fulfilling the above technical eligibility criteria.

iv) Bidder should have GST Registration, PAN. Copy of the same is to be enclosed with the Techno- commercial Bid.

B. DESCRIPTION OF JOB:
Refurbishment of Casnub HS Bogie along with supply of all the DM & Non DM Components & consumables items at Angus Works. The refurbished Bogies shall be BMBS type or Non-BMBS type.

C. Quantity: Total 2000 nos. Bogies with break up (i) 1500 nos. BMBS type and (ii) 500 nos. Non-BMBS type.

D. SCOPE OF JOB:

- Dismantling of existing Bogies.
- Removal of CP Bottom from Bolster and if necessary spring plank also.
- Testing and Crack detection of SF & Bolster as per RDSO norm.
- Removal of old Liner from SF & Bolster
- Removal of PU / Spring loaded Side Bearer Assembly and fixing the same with new.
- Repairing of SF, if required as per RDSO requirement.
- Repairing of Bolster, if required as per RDSO requirement.
- Attachment of new Common Liner in SF & Bolster
- Machining of Bolster Gib clearance from 234 mm to 241 mm
- Removal of Spigot of Bolster if required.
- Attachment Spigot on Bolstar
- Attachment Spigot on Spring Plank
- Assembly of Bogie with existing H-Frame of Bogie.
- Arrangements for RDSO-Inspection and necessary clearance.
- All rectification / observation of RDSO inspection to be complied. Check sheet of bogie to be furnished as per RDSO norm.
- Painting of Bogies (two coat i.e. Primer & Finish coat)
- Loading of Bogie for despatch.
- Contractor’s scope shall also include procurement, supply, assembly / fitment of DM & Non-DM components, consumables including paints, gases etc. for Refurbishment of Bogies. The list of such items are given in the tender document.
- Procurement & supply of all DM items shall be made from RDSO approved sources maintaining RDSO’s norms.
- After assembly of the bogie, the same to be offered to our Inspection Department as well as RDSO for getting DM. There shall also be stage inspection by BCL / RDSO including checking of patterns, moulds etc. Traceability of materials, wherever required, has to be thoroughly maintained at contractor's cost and arrangement.
- It is to be clearly understood that the contractor will have the responsibility for execution of the tendered job meeting all requirements of specification, drawing. WPS, QAP, Inspection norms etc.

E. DM, Non-DM items & Consumables required for execution of the job:

i) For BMBS Bogie

**Materials: DM / Non DM items per Bogie basis**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of items</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Common Liner</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>02</td>
<td>V &amp; H Liner</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>03</td>
<td>C. P. Bottom</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>04</td>
<td>C. P. Top</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>05</td>
<td>Wedge – HS</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>06</td>
<td>PU</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>07</td>
<td>Spring Plank (not mandatory but as &amp; when required)</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>08</td>
<td>Spring Set (14/14/04)</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>09</td>
<td>New Spigot</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>10</td>
<td>C.P. Pin</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>11</td>
<td>C.P Washer</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>12</td>
<td>Dust Shield</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>13</td>
<td>Elastomeric Rubber Pad</td>
<td>1Bogie set</td>
</tr>
</tbody>
</table>

**Consumables per Bogie basis:**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of item</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gas/ Electrodes/Rivets/Paints/other Consumables</td>
<td>1Bogie set</td>
</tr>
</tbody>
</table>

ii) For Non- BMBS Bogie

**Materials: DM / Non DM items per Bogie basis**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of items</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Common Liner</td>
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<tr>
<td>03</td>
<td>C. P. Bottom</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>04</td>
<td>C. P. Top</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>05</td>
<td>Wedge – HS</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>06</td>
<td>Spring Loaded Side Bearer</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>07</td>
<td>PU(To be used in case Spring Loaded Side Bearer is not applicable)</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>08</td>
<td>Spring Plank (not mandatory but as &amp; when required basis)</td>
<td>1Bogie set</td>
</tr>
<tr>
<td>Sl.No.</td>
<td>Description of item</td>
<td>Unit</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>09</td>
<td>Spring Set (14/14/04)</td>
<td>1 Bogie set</td>
</tr>
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</tr>
<tr>
<td>14</td>
<td>Elastomeric Rubber Pad</td>
<td>1 Bogie set</td>
</tr>
<tr>
<td>15</td>
<td>Brake Beam</td>
<td>1 Bogie set</td>
</tr>
<tr>
<td>16</td>
<td>Break Block</td>
<td>1 Bogie set</td>
</tr>
<tr>
<td>17</td>
<td>All other non-DM items for Brake assembly.</td>
<td>1 Bogie set</td>
</tr>
</tbody>
</table>

**Consumables per Bogie basis:**

- In case, Spring Plank is not required to be supplied by the contractor the cost as per their quoted rate will be deducted while making payments.
- For the components, materials & consumables which are in the scope of contractor, the consignee shall be Braithwaite & Co. Ltd., Angus Works, P.O: Angus, Dist: Hooghly, W.B.

**F. TECHNO-COMMERCIAL BID & EMD (PART-1):**

1. All documents and information as required in Qualifying Criteria of the tender shall be submitted along with Techno-Commercial Bid.

2. **Earnest Money Deposit (EMD):**

   The bidder shall have to submitted of Rs.2,00,000.00 (Rupees Two Lack Only) towards Earnest Money (EMD) by Demand Draft / Pay Order in favour of Braithwaite & Co. Ltd. payable at Kolkata or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of the tender. No offer will be accepted without EMD except exemption as mentioned in the tender.

   However, for SSI units with single point registration with NSIC / MSME or registered with DGS & D / RDSO for items tendered or for PSU units, submission of EMD and security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the item tendered.

   EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of their offer.

   Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of S.D or if so decided by the tenderer adjusted against security deposit for the said job.

   EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

3. **Validity:** Offer should remain valid for a period of 90 days from the date of opening of this tender.

4. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder otherwise tender will be rejected. **However, no correction is allowed in price bid**

5. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification / documents if required.

6. BCL shall reserve the right to cancel the tender at any stage.

7. Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.

8. NSIC / MSME / SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted in Techno-commercial Bid.
9. **Execution Place:** BCL-Angus Works., Bhadreswar, Distt: Hooghly, WB. However, in case of exigency, BCL reserves the right to alter execution place at its discretion.

10. **Operating Authority:** Unit In-charge – Angus Works (BCL).

11. **An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer.**

G. **GENERAL TERMS & CONDITIONS:**

1. **Site Visit:** Bidder should visit the site at Angus Works before submission of offer for any query. Any query about job requirements may be clarified from DGM(Fdy)-AW. Any Claim afterwards shall not be entertained.

2. **RATE:**
   - Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format
   - The ordered price shall be subject Price variation as per formula enclosed with this tender. The base month of Price variation shall be the month of opening of the tender.
   - If any materials which are in the scope of contractor but provided by BCL, depending on availability, for avoiding delay and for meeting delivery targets, the cost of such materials shall be as determined by BCL including financing cost and overhead of 20% of the cost of such materials. The cost of such materials will be recovered from the bills of the contractor.
   - In case any materials which are in the scope of contractor but provided by BCL on “Loan basis” for urgency of execution and delayed procurement by contractor, BCL reserves the right to recover an amount of 2% per month or part thereof of the cost of such materials for the period till the loaned goods are returned by the contractor. Such recovery shall be made from the bills of the contractor.

4. **Payment:** 100% Payments shall be made with 30 days CREDIT from the date of submission of bills with relevant documents. The Contractor shall submit bill duly certified by DGM (Foundry) of BCL-AW against DM. Contractor has to submit GST compliance bills. Bills for Price variation shall be on monthly basis. All bills shall be supported with copy of RDSO’s DM. documents along with the bill.

Payment through RTGS can be made for which Mandate Form, duly filled in signed, is to be submitted. Copy of Mandate Form enclosed.

**Common Note for Payment (Wherever applicable)**

i) All Challans, Invoices should be in the form as specified by GST authority.
ii) Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
iii) BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing Input Tax Credit (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.

5. **Inspection:** By RDSO or as specified by BCL’s customer. BCL’s Quality Control Deptt. will also carry out stage inspections for each of the items.

6. **Delivery / Execution Period:** Monthly delivery should not be less than 50 nos. Refurbished Bogies. However, BCL reserves the right to fix higher delivery target. The order will be placed for a period of 2 years. However, on satisfactory performance of contractor, it may be extended for one year with same rate & terms, Job shall be started immediately. Monthly production should be as per our requirement. In case of shortfall from the minimum monthly target given above, penalty shall be imposed as per LD clause.
7. **Liquidated Damages**: In the event of failure to execute the job within the stipulated execution period, BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the contract value.

8. **Risk Purchase**: In the event of failure to execute the job, BCL reserves the right to execute the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred, from contractor.

9. **Guarantee / Warranty**: 30 months from the date of delivery or 24 months from the date of commissioning, whichever is earlier. During warranty period the contractor shall replace defective items free of cost in BCL – AW or at BCL’s customer’s premises, if necessary.

10. **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. CMD-BCL shall have the right and authority to appoint any Officer of the Company as Arbitrator who is not connected with either 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.

11. **Jurisdiction**: Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

12. Order quantity may vary (+/-) 30% as per discretion of BCL at the same rate & terms. BCL also reserve the right to place repeat order for maximum 75% of quantity at the same rate & terms.

13. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

14. **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 DD / pay order/ Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the order value.

    Security Deposit will be discharged and returned to the contractor only on successful completion of contract period.

    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.

    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 and / or Bank Guarantee rendering the same valid for the contract amended.

    Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders, MSME units and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

15. **Performance Bank Guarantee**: The contractor shall have to submit Performance Bank Guarantee for 5 % of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee is mandatory irrespective of non- submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance Bank Guarantee shall remain valid upto fulfillment of contractual obligation period. The Security deposit, if submitted, may be converted to performance Guarantee.
NOTE: (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party’s bills.

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

16. **Splitting of Order:** There shall be no splitting of the tendered quantity and entire quantity shall be awarded to one contractor only.

17. **Evaluation of Tenders:**
   (a) The Tender Committee shall evaluate the techno-commercial bids with reference to technical requirements (as per qualifying criteria) and various other techno-commercial criteria given in the tender document.
   
   (b) The technically qualified bids shall be further considered for opening and evaluation of financial bids.
   
   (c) Lowest rate shall be evaluated based on lowest ‘Grand Total Amount’ received from a bidder for both BMBS & Non-BMBS bogies. Decision of BCL with regard to lowest bid evaluation shall be final & binding on each contractor

18. **Termination of Contract:**
   (a) BCL reserve the right to terminate the contract(s) / order (s) by giving 15 (Fifteen) days notice at any point of time in case of poor performance of the contractor / non-compliance of delivery schedule / contractual obligations / poor quality of materials.
   
   (b) In case the contractor fails to commence/execute the work as stipulated in the contract or gives unsatisfactory performance, BCL reserves the right to cancel the whole contract or part thereof and withhold the contract and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
   
   (c) During the course of contract, if any contractor’s personnel are found to be indulging in any corrupt practices or causing any loss of property, contractor shall replace immediately the said employee.

19. **Mode of order placements & Execution**
   
   BCL reserves the right to place two separate orders one for material part and another for labour part.
   
   Though the tendered quantity is 2000 nos Bogies, the execution will be based on receipt of confirmed orders from BCL’s customer from time to time. Contractor shall quote accordingly rates.

20. **STATUTORY OBLIGATIONS:**
   
   a. The Contractor will fulfill statutory obligations under various statutes as given below or any other statutes as applicable:
   
   iii. E.S.I. Act Scheme. Employees State Insurance Act, 1948 & Rules, Scheme there under.
   vi. Payment of Bonus Act, & Rules there under.
b. Contractor shall obtain necessary labour license issued by Labour Department, Govt. of India, for working in BCL’s workshop for the tendered job for commencement of the work. Such license shall have to be submitted to BCL failing which BCL reserves the right to terminate the contract and take appropriate actions as deemed fit against the contractor.

c. The bidders should declare that they will be complying with the provisions & statutory requirements as required and BCL shall not be responsible for such acts & omissions in the part of contractor violating statutory provisions.

d. The Contractor shall have to comply with all statutory responsibilities under various statutes and shall be having valid Registration No. under P.F Act, ESI Act, etc. The contractor shall make statutory contributions under various Acts and submit proof of such payments along with the bills in respect of the employees engaged in BCL.

e. The Contractor’s workmen should be covered by proper insurance against any injury / accident and or death. Braithwaite will not be responsible on this account under any circumstances. In case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.

f. The contractor should make timely wages payment to workmen under them through digital mode / cheque and proof of such payment must be enclosed along with the bill.

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

h. The employees of the contractor should follow all the instruction given to their authorized representative while doing job at the works of Braithwaite & Co. Ltd.

i. In case of any damage done to materials / machineries / properties of Braithwaite by contractor’s people during execution of work, it will be binding to the contractor to compensate Braithwaite for the damage done and amount of compensation will be decided by Braithwaite.

j. The Contractor must provide PPE services to their workmen.

k. The Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause no 54 & 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed & hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / Company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under:

(i) 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.

(ii) 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.

(iv) 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.

l. 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.

21. INDEMNITY:
The contractor shall indemnify BCL against all claims arising out of the obligations which are under the scope of contractor. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect along with their Techno-commercial Bid.
H. **PRICE BID (PART-II):**

a) Rates should be quoted both in figures as well as in words. In case of difference, rate quoted in words shall be considered.

b) Price shall be submitted only as per the Format given below.

c) Overwriting in price figure of the quotation will be rejected.

d) Rates are to be quoted considering all terms & conditions of the tender.

e) The bidders shall submit their Price Bid as per format given below. Separate Order shall be placed for ‘Materials ‘and for ‘Labour Charges’.

I. **Price bid format:**

A. **Price bid format for non-BMBS Bogie:**

**A/(i) Price Bid Format for “MATERIAL PART”**

<table>
<thead>
<tr>
<th>Sl. no.</th>
<th>Description of DM&amp; Non DM items</th>
<th>Basic Rate F.O.R. AW per Bogie set in Rs.</th>
<th>GST per bogie set in Rs.</th>
<th>Total rate per Bogie set in Rs.</th>
<th>Total amount for 500 Nos. of Non-BMBS Bogies in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Common Liner</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>V &amp; H Liner</td>
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<td></td>
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</tr>
<tr>
<td>6</td>
<td>Spring Loaded Side Bearer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PU (To be used in case Spring Loaded Side Bearer is not applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Spring Plank</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Spring Set (14/14/04)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>New Spigot</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>C.P. Pin</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>C.P Washer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Dust Shield</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Elastomeric Rubber Pad</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Brake Beam</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Break Block</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>All other non-DM items for Brake assembly.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>All consumables required per bogie set</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL value for A/(i) (Rs.):**

**A/(ii) Price Bid Format for LABOUR CHARGES:**

<table>
<thead>
<tr>
<th>Description of job</th>
<th>Basic Rate per Bogie set in Rs.</th>
<th>GST per bogie set in Rs.</th>
<th>Total rate per Bogie set in Rs.</th>
<th>Total amount for 500 Nos. of Non-BMBS Bogies in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labour charges for refurbishment / assembly of Bogie as per scope of work of tender condition.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL value for A/(ii) (Rs.):**

**TOTAL AMOUNT (Rs.) For 500 nos. Non- BMBS Bogie = TOTAL value for A/(i) + TOTAL value for A/(ii) = Rs._________**
### B. Price bid format for BMBS Bogie:

**B/(i)) Price Bid Format for “MATERIAL PART”**

<table>
<thead>
<tr>
<th>Sl. no.</th>
<th>Description of DM&amp; Non DM items</th>
<th>Basic Rate F.O.R. AW per Bogie set in Rs.</th>
<th>GST per bogie set in Rs.</th>
<th>Total rate per Bogie set in Rs.</th>
<th>Total amount for 1500 Nos. of BMBS Bogies in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Common Liner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>V &amp; H Liner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>C. P. Bottom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>C. P. Top</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Wedge – HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PU</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Spring Plank</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Spring Set (14/14/04)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>New Spigot</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>C. P. Pin</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>C. P Washer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Dust Shield</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Elastomeric Rubber Pad</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>All consumables required per bogie set</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL value for B/(i) (Rs.):**

**B/(ii)) Price Bid Format for LABOUR CHARGES:**

<table>
<thead>
<tr>
<th>Description of job</th>
<th>Basic Rate per Bogie set in Rs.</th>
<th>GST per bogie set in Rs.</th>
<th>Total rate per Bogie set in Rs.</th>
<th>Total amount for 1500 Nos. of BMBS Bogies in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labour charges for refurbishment / assembly of Bogie as per scope of work of tender condition.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL value for B/(ii) (Rs.):**

**TOTAL AMOUNT (Rs.) For 1500 nos. BMBS Bogie** = TOTAL value for B/(i) + TOTAL value for B/(ii) = Rs.__________

**GRAND TOTAL AMOUNT FOR 2000 NOS. BOGIES = TOTAL AMOUNT OF“ A” + TOTAL AMOUNT OF“ b” = RS--**

For BRAITHWAITE & CO. LTD.
Format for declaration

To,
General Manager (AW)
Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata – 700 043

Dear Sir,

Sub: Declaration

Ref: TENDER ENQUIRY NO. ………………………………………………………………………………………………………

We hereby submit the following declaration as per requirement of the tender:

i) “We (i.e. the bidder) have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.

ii) We shall indemnify BCL against all claims arising out of the obligations which are under our scope. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by us in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender.

iii) We submit our unconditional acceptance of all terms & conditions of the tender.

iv) We submit the break-up of price i.e. cost of the major components to be supplied by us as per format given in page no 8 and submit the same along with Price bid. We understand that in case this is not submitted, the price bid will be liable for rejection.

Thanking you,

Yours faithfully,

For ___________________

Signature of the Bidder with seal
MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS MODE

To,
Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata – 700 043

Dear Sir,

Sub: Authorization for release of payment due from BCL through RBI – RTGS

Ref: Order Number _______________________ dated ________________ and / or Tender / Enquiry / Letter Number ____________________ dated ________________

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party: __________________________________________________________________________

2. Address of the party:
________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

City: ___________________________ PIN CODE : ___________________________
E-mail ID: ____________________________________________________________________
Permanent Account Number: ____________________________________________

3. Particulars of Bank:

<table>
<thead>
<tr>
<th>Bank name</th>
<th>Branch name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Place</th>
<th>Branch City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pin Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</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>
<tr>
<td>RTGS / IFSC Code</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Date from which the mandate should be effective:

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

Place: ____________________________
Date: ____________________________

Signature of the Party / Authorized Signatory 

With seal:

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.
Bank’s Stamp:
Date: ____________________________

(Signature of the Authorized Official from the bank)
Bank Seal: ________________________
FORMAT OF MATERIAL RECONCILIATION STATEMENT

1) P.O No. & Date: ________________________________

2) Job Description: ____________________________________________

3) Contractor’s Name: __________________________________________

For items supplied by BCL as per contract:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item description</th>
<th>Qty. issued by BCL</th>
<th>Qty. consumed by the contractor</th>
<th>Balance qty., if any, returned by the contractor</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In nos. / unit</td>
<td>In nos. / unit</td>
<td>In nos. / unit</td>
<td>In nos. / unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In wagon set</td>
<td>In wagon set</td>
<td>In wagon set</td>
<td>In wagon set</td>
</tr>
</tbody>
</table>

Signature of ____________________________
Stores In-charge / BCL

Signature of ____________________________
Production In-charge / BCL

Signature of ____________________________
Contractor’s Authorized Representative
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:

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 mega advice.

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous Transgression

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

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

Section 6 – Equal treatment of all Bidders / Contractors

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

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

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

Section 7 – Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration
This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions
(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Kolkata.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

For the Bidder / Contractor
(Official Seal)

Place: ___________________  Witness: 1. __________________
Date: ________________

2. ________________
Annexure - B

COMPOSITE MATERIAL AND WAGE ESCALATION FORMULA
BASE MONTH- Tender opening month.
----------------------------------------------------------------------------------------------

The increase/ decrease in the price of Bogies quoted for would be governed by the following PVC formula.

\[
P_1 = \frac{P_0}{100} \times (20 + 23 \times \frac{C_1}{C_0} + 22 \times \frac{MS_1}{MS_0} + 30 \times \frac{L_1}{L_0})
\]

Where,

- \( P_1 \) = Escalated / de-escalated price per Bogie.
- \( P_0 \) = Base Price per Bogie.
- \( C_1 \) = The Index number of whole sale price in respect of item “Castings Base 2011-12” complied by Economic Adviser to the Govt. Of India for the calender month, one month prior to the call for inspection of the bogies. For instance, bogies offered for inspection in April, 2018 the index number for the month March, 2018 will be applicable.
- \( C_0 \) = The above WPI for “Castings” applicable for the Base Month.
- \( MS_1 \) = The index number of whole sale prices in respect of items “Mild Steel Flat” Base 2011-12 complied by Economic Adviser to the Govt. of India for the calendar month, one month prior to the call for inspection of the bogies. For instance, bogies offered for inspection in April, 2018 the index number for the month March, 2018 will be applicable.
- \( MS_0 \) = The above WPI for “Mild Steel Flat” applicable for the Base month.
- \( L_1 \) = All India consumer price index for “Industrial Worker” complied by Labour Bureau, Ministry of Labour for calendar month one month prior to the call for inspection of the bogies. For instance, bogies offered for inspection in April, 2018 the index number for the month March, 2018 will be applicable.
- \( L_0 \) = The above WPI for “Industrial Worker” applicable for the Base Month.

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