



**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking under Ministry of Railway)  
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,  
TEL (033) 2439-7415/4114/6613/7413, FAX : 91 (033)2439-5607 / 2439-  
7632 E MAIL: braithwaiteindia.com, Website: [www.braithwaiteindia.co](http://www.braithwaiteindia.co),  
**CIN: U74210WB1976GOI030798**

**TENDER ENQUIRY NO: BCL/PUR/CAPEX/ SHED REPAIR /AW/19 018/2**

**Date: 08.04.2019**

To,  
M/s. \_\_\_\_\_

\_\_\_\_\_

**“SEALED OFFERS IN TWO BID TYPE LIMITED TENDER ARE INVITED FOR “Roof sheeting job as per scope of work in Angus Works of BCL”.**

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid & E.M.D
- ii. Part-II : Price Bid.

Both Part – I & part – II shall be inserted separately in two (2) envelopes, sealed and super-scribed with Tender No. and Part No. These two bids shall be put in a 3<sup>rd</sup> envelope, sealed & super-scribed with **Tender No. & Due Date**.

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 all papers related to their credential and meet the eligibility conditions as per Techno commercial Bid (Part-I). Price part-II should contain only price.

Sealed Tender, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd, 5, Hide Road, Kolkata-700 043 may be dropped in our **Tender Box No 2** (in case of hand delivery) or may be sent by Registered post but must reach us Positively within **22.042019 (due date)** by 2.30 P.M. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. It is the responsibility of the Bidder to ensure that their offer is dropped in proper Tender Box within stipulated time.

The techno commercial bid shall be opened on 22.042019 at 15.00 hrs. Bidders may depute their authorized representative during opening of the tender. The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

**For Braithwaite & Co. Ltd.**

**Sr Manager (Purchase)**

## Section 1

### INSTRUCTIONS TO THE BIDDERS

#### A. General Instructions

##### 1 Scope of Bid

1.1 Each Bidder shall submit only one Bid.

1.2 Tender documents are not transferable.

##### 2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and BCL will in no case be responsible and liable for those costs.

##### 3. Site visit

3.1 In case the Bidder is required to visit the site as a requirement for pre-bid survey, the bidder, at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for execution of the jobs. The costs of visiting the Site shall be at the Bidder's own expense.

#### B. Bidding Documents

##### 4. Content of Tender Document

4.1 The set of Bidding documents comprises the documents listed below

Section 1 Instruction to the Bidders

Section 2 Eligibility criteria, Scope of job, Technical Specifications, Schedule of Price

Section 3 Terms & Conditions of contract

##### 5. Clarification of Bid Document

5.1 For any queries on Bid documents, the prospective Bidder may contact Sr. Manager (Purchase) not later than 14 days prior to deadline for submission of tenders.

5.2 Any time prior to the deadline of submission of Bids, BCL may amend the Bid documents by issuing addenda / corrigenda. An addenda/ corrigenda thus issued will be notified by BCL in the website.

#### C. Preparation of Bids

##### 6. Language of Bid

6.1 All documents relating to the Bid shall be in the English language.

## 7. Bid prices

7.1 The quoted rates shall be as per scope & terms & conditions of tender & in line with the price bid format considering working with site constraints & working with full compliance to all requirement, restrictions etc. from all relevant authorities, unless or otherwise specified in the tender document.

7.2 The item rate quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account whatsoever.

7.3 The rates and the prices are to be given in Indian Rupees.

## 8. Bid Validity

8.1 Bids / Offers shall have the validity period of 90 Days from the tender closing date.

## 9. Earnest Money Deposit (EMD)

9.1 Bidders shall furnish Rs.25000/- (Rupees Twenty Five Thousand only) as EMD in the form of crossed account payee demand draft / Pay Order drawn in favour of Braithwaite & Co Ltd. payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 90 days from the date of opening of tender. **Bids / Offers without EMD will not be considered.** EMD of unsuccessful bidders will be returned immediately after finalization of the tender and shall be interest free. In case of a successful bidder, the same shall be retained by the Company till submission of security deposit or if so decided by the bidder to be adjusted against Security Deposit for the said tender.

9.2 Units registered with DGS&D, SSI units registered with NSIC, MSME units and PSU units / RDSO approved vendors may be exempted from submission of EMD.

9.3 EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

## 10. Format and Signing of Bid

10.1 The Bidder shall prepare the Bid as specified above.

10.2 The Rate in the Price Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

10.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by BCL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

## D. Submission of Bids

11.1 Offer must be submitted in two parts, each offer securely sealed separately in Two Envelopes Part - I & Part – II as stated below:

### Part-I: Techno-Commercial Bid

This Envelope superscribing the Tender No, Part No, Due date & Time should contain the following;

i) Signed & stamped Technical Bid in Original

ii) Acceptance on clauses of Tender Enquiry, GT&C & ST&C duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable in the confirmatory matrix given in Annexure.

iii) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed

iv) Bidders Company Profile and Shop & Establishment registration certificate.

v) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with NSIC / DGS & D/ MSME for the tendered job. In case of MEME vendors, they should submit the UAN number. In absence of the same, the vendor shall not be considered as MSE vendor.

vi) Details of other statutory requirements like GST, PAN etc.

vii) Bank details for payment by RTGS in the format enclosed.

viii) Proof of payment of Tender Fee (**Not applicable**).

ix) EMD as per tender conditions.

x) The Bidder must sign the Integrity Pact as given in Annexure A & submit the same in original along with Techno-commercial Bid.

## **Part-II: Price Bid**

This securely sealed Envelope super scribing Tender Enquiry No., Part No, Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender. If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered. Price of spares, wherever asked in the tender, should be quoted in a separate sheet as mentioned in the tender & should be enclosed in the price bid.

11.2 Both these securely closed Envelopes i.e. Part-I & Part-II along with EMD should be put in a Third Bigger Envelope securely sealed, Super scribed with Tender No., Due date, time, and addressed to, and should be Submitted or Deposited at the following designated place.

Braithwaite & Co Ltd, 5 Hide Road, Kolkata 700043

11.3 The bids may also be sent by Speed Post / Courier Service well in advance so as should reach BCL well before the due date and time. Timely submission of the Bids in the respective Tender Box is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by BCL. No offer shall be accepted after closing of Tender Box.

## **12. Deadline for Submission of the Bids**

12.1 Bids must be received by BCL at the address given above & before the time specified in the Tender.

12.2 BCL may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline. The same will be notified in the website.

## **13. Bid Rejection Criteria:**

13.1 Following bids shall be categorically rejected:

- 1) The Bids received after tender closing date and time.
- 2) Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.
- 3) Any alterations, overwriting observed in Price Bid
- 4) Bid documents which are not signed / stamped .

13.2. BCL reserves the right to cancel the Bids which are incomplete or having the following discrepancies:

- 1) Bidders not agreeing to furnish Security Deposit / Performance Bank Guarantee up to the period till completion of contractual & Guarantee / Warranty obligations.
- 2) Bidders not agreeing to post sale product support / post work completion support.
- 3) Bidder's failure to submit sufficient or complete details for evaluation of the bids even after reasonable time.
- 4) Incomplete / misleading / ambiguous bids in the considered opinion of BCL.
- 5) Bids with technical requirements and / or terms not in line with BCL's tender conditions.
- 6) Bids received without pre-qualification documents where required as per the tender.
- 7) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- 8) Bidders not agreeing to the Terms & Conditions of this tender.

## **E. Bid Opening and Evaluation**

### **14. Process to Be Confidential**

14.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence BCL's processing of Bids or award decisions may result in the rejection of his Bid.

### **15. Purchaser's Right to Accept any Variation**

15.1 BCL reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

## **F. Award of Contract**

### **16. Purchaser's Right to Accept any Bid and to Reject any or all Bids**

16.1 BCL reserves the right to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **17. Notification of Award**

17.1 The Bidders whose Bid has been accepted will be issued Letter of Intent incorporating the final value of contract and major terms agreed mutually so as to enable the successful bidder to initiate the execution process. Detailed work order comprising final item rates and detailed terms negotiated and agreed mutually shall be issued in due course.

### **18. Security Deposit**

18.1 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.

18.2 If the security deposit is provided by the successful Bidder in the form of a Bank Guarantee, it shall be from a Nationalized/Scheduled Bank acceptable to BCL and shall be in BCL's prescribed format.

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

18.4 Security deposit may be waived for SSI, NSIC, PSU and DGS & D, RDSO. However, in such cases parties have to give a performance bank guarantee in standard format of BCL details of which are available in Section 3, General Terms & conditions.

18.5 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.

**NOTE:**

- (1) **In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 15% 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.**

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## **Section 2**

Bidders who are quoting against **Website Display** should submit all papers related to their credential and meet following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

### **Qualifying Criteria (applicable for Website bidders only)**

**Financial Eligibility:** Bidders should have average turnover of Rs 13.24 lakh during the last 3 years ending on 31st March, 2018. Bidders should have achieved net profit in any of the last 3 years & should also have positive net worth as on 31<sup>st</sup> March, 2018. Bidders should enclose copies of Audited / Chartered Accountant certified balance sheets & profit & loss accounts for last three years ending on 31<sup>st</sup> March, 2018.

**Technical eligibility:** A) Bidders should have previous experience of having successfully executed similar jobs (as defined below) during last 7 years ending on 28.02.2019 as per following:

- a) Three similar works costing not less than Rs. 17.65 lakhs in each order.  
OR
- b) Two similar works costing not less than Rs. 22.07 lakhs in each order.  
OR
- c) One similar works costing not less than Rs. 35.30 lakhs.

Similar work means: Replacement of GCI sheet involving dismantling of damaged G.C.I. sheets from sheds & erection fixing, stitching of new G.C.I. sheets (Straight & Curved)/ manufacturing of new sheds with involve GCI sheeting etc.

Bidders should enclose work completion certificate or similar documents & purchase orders in support of above technical eligibility criteria. However, relaxation in experience & turn-over will be applicable to start-up MSEs as per norms.

### **SCOPE OF WORK**

1. Dismantling of damaged G.C.I. sheets from sheds & erection fixing, stitching of new G.C.I. sheets (Straight & Curved) etc. The New GCI Sheet and Transparent sheets will be supplied by the party. Thickness of GCI sheet will be 0.8 mm minimum and size will be 810 x 2500(apprx) / 810 x 2000(approx) mm/.810 x 3000(apprx) mm Make of GCI sheet will be SAIL/TATA/JINDAL.

For Machine shop, Assembly Shop & Preparation shop, TATA make colour sheets are to be used.

FRP Transparent Roof sheet ISI Brand of minimum 2 mm thickness. Transparent sheets to be used in damaged laminated glass areas.

M.S.Sheet for fabrication of Gutter & Spout will be supplied **by BCL at free of cost**. However the fabrication job will be carried out by contractor.

Steel required for replacement/repairing of damaged Steel structures for covering the roof will be supplied by contractor.  
**( max. quantity-5 tons)**

Rain pipes make (150 mm DIA) ( Supreme/ equivalent) & their fittings will be supplied by contractor.

Consumables like LPG, Oxygen, Welding electrode will be supplied by BCL at free of cost

Other materials such as Fasteners like J Hook with lock nuts /riveting material/Nut bolts/Plain washer/Spring washer, Putty, and Bitumen washer etc. required for the above job are also to be supplied by the party.

GCI sheets required for the job shall be cut to length as per required size .No extra super-imposition shall be allowed. Quoted rates shall consider only the area of opening ( per sq.-m ) basis and not the size of replaced GCI sheet.

Overlapped area shall not be considered. Parties must make it clear from the indenting department before submission of offer.

Bending of GCI sheets is required for ridges and curved roof. BCL will provide the bending machine without operator for the job.

Damaged GCI sheet shall be stacked at a place shown by in-charge(capital project) after completion of work.

Gutters & Eye Drops are to be fabricated & painted by 1 coat of Red Lead Primer ( Shalimar make) followed by 1 coat of final painting with Aluminium Paints (SHALIMAR/ BERGER/ASIAN ) by contractor as per size and shape of damaged gutters and as per requirement in areas of Angus works. Putty and Tar felts are to be placed on straps at the time of joining between two Gutters.

**Gutters are to be joined with one another by bolting with tar felt and putty. Welding joint will not be allowed under any circumstances.**

Connection of Eye Drop between Rain Gutters & Down pipe is within the scope of contractor.

Damaged gutters/ damaged sheets should be removed from the roof and to be stacked at a place as per direction of shop in charge.

Cleaning of entire bay gutters to ensure free flow of rain water. Entry of all procured materials shall be endorsed by Security & representative of stores.

2. Dismantling of damaged /broken laminated glass from shed. As a safety purpose remove all broken glass and loose sheets from entire shed of the company.  
Erection, fixing of transparent sheets to be done. The transparent sheet also to be provided by party.  
Materials required for clamping purpose are to be arranged by the party.
  3. Dismantling of damaged rain pipes and erection/fixing of new pipes.. Rain pipes make (Supreme/ equivalent) & their fittings will be supplied by contractor. Materials required for jointing purpose shall be provided by the contractor.
  4. Joint Inspection note to be prepared by the successful bidder before start of work
  5. Contractor shall have option to start work at different locations at a time with arrangement of separate team but total job i.e GCI/Transparent sheeting, Gutter replacement, Rain pipe replacement & structural repair to be completed at each location.
  6. Party has to ensure total water proofing of the area he has worked upon.
- 1.0 **Materials:** Party will supply GCI sheets , transparent sheets, Steel material max 5 ton, Rain pipes etc for related jobs. All other requisite materials i.e Paints , Fasteners ,Bolts & Nuts, Limpets, Bitumen Washers, Putty, Tar-felt etc. are also to be arranged by contractor. Rain Gutters (Small & Big) are to be made as per required shape & size of different Shops. However Consumables i.e. Oxygen, LPG, electrodes for repairing of damaged steel structures i.e. Truss, Purlin etc. are to be given by BCL.
- 2.0 **Loading, unloading and carrying:** Braithwaite shall provide Space, Electric Powder. Loading, unloading, Carrying and handling of materials during sheeting, welding & painting job will be done by party.
- 3.0 **Machineries Tools & Tackles, Laborers:** All machineries including Welding m/cs, welding cable & accessories etc. are to be arranged by contractor.  
Oxy-cutting equipments, Tools & Tackles & accessories, experienced Erectors, Painters & other related Laborer required for execution of total job shall be arranged by the contractor. Rolling m/c for making curved sheet and bending m/c for bending gutters will be provided by BCL. Welding cable & accessories etc. are to be arranged by contractor.
- 4.0 Bidder may visit the site and contact Incharge- Maint./his representative for clarification, if any, prior to submission of offer
- 5.0 The contractor must ensure precautionary safety measures for the workmen for working at a height of about 20 M and provide safety belt. Document for insurance coverage of the workmen must be produced to the officer in charge before start of work. This is mandatory and if the contractor fails to provide the same ,BCL will not allow the contractor to start the work.



6.0 Inspection : Inspection ( stage wise ) of work will be done by in-charge of concerned department/ Maintenance Dept. or any authorized representative from Capital Project Department and contractor shall keep a record of work progress duly signed by authorized person of concerned department on regular basis.

7.0 **Warranty** of materials & jobs will be 6 months from date of execution of job.

8.0 Delivery: Completion of job shall be within 06 months from the date of PO. All the bills along with relevant documents & measurement sheets in the respective areas to be submitted to In charge- Maint./his representative for certification of work.

9.0 All statutory rules & regulation including safety of working people are to be strictly followed.

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**PRICE BID**

SL	Description of work	Quantity (A)	Rate per unit (Rs.) (B)	GST per Unit (Rs.) (C)	Total cost inclusive of GST (Rs.) $D = A \times (B+C)$
a)	Dismantling of damaged GCI sheets from shed and supply & fixing of new GCI sheets (Supply of GCI with fixing materials are in the scope of contractor.)	a) TOTAL GCI sheeting Area : 2000 Sq. M ( Approx) (Machine shop -400 Sq-m (Approx.) Assembly Shop -500 Sq-m (Approx.) Preparation shop-300 Sq-m (Approx.) Foundry shop-800 Sq-m (Approx.)			
b)	Dismantling of damaged glasses from shed and supply & fixing of new transparent sheets (Supply of Transparent sheets with fixing materials are in the scope of contractor.)	b) TOTAL Transparent sheeting Area : 800 Sq. M ( Approx) (Machine shop - 100 Sq-m (Approx) Assembly Shop -300 Sq-m (Approx) Preparation shop-100 Sq-m (Approx.) Foundry shop-300 Sq-m (Approx.)			
c)	Dismantling of damaged gutters from sheds and fixing of new gutters (Pressing of gutters in bending press & fitment of the same with fixing materials are in the scope of contractor)	c) TOTAL GUTTER REPLACEMENT : 1500 R/M			
d)	Dismantling of damaged rain pipes and fixing of new pipes. (Supply of pipes & fixing materials are in the scope of contractor )	d) TOTAL RAIN PIPE REPLACEMENT : 1000 M			
GRAND TOTAL ( Rs.)					
<p><b>The quantity</b> as mentioned above are tentative, it may vary from shop to shop as per requirement. Supply of materials for above job including labors etc are in the scope of contractor. The jobs will be carried out in Machine shop, Assembly shop, Preparation shop &amp; foundry of BCL-Angus works. <b>BCL will supply sheets for Gutters only.</b></p>					

Total Amount in words (Rs \_\_\_\_\_ )

GST rate to be mentioned in the offer.

Note : 1.No column should be left blank. All prices in each part should be quoted.  
2. Prices should remain firm till completion of contract.

Signature & stamp of Bidder

**L-1 Evaluation will be done on the basis of lowest Grand Total.**

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## **Section 3**

### **A. General Conditions of Contract**

#### **1 Interpretation**

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer in Charge will provide instructions clarifying queries about the Conditions of Contract.

1.2 All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in **English**, and the Contract shall be construed and interpreted in accordance with that language.

#### **2. Inspection**

2.1 Inspection (stage wise) of work will be done by in-charge of Maintenance Dept./AW or any authorized representative from Capital Project Department and contractor shall keep a record of work progress duly signed by authorized person of concerned department on regular basis.

2.2 If the Engineer in charge / Inspecting Officer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect, all such test/ tests shall be carried out by the Contractor at his own cost and shall be deemed to be included in the rates given by Contractor.

#### **3. Correction of Defects**

3.1 The Inspecting Officer shall inform the Contractor of any Defects before the end of the warranty period. The warranty Period shall be extended for as long as Defects remain to be corrected.

3.2 Every time a Defect is noticed, the vendor shall correct the Defect within the length of time specified by Engineer –in – charge / In-Charge.

3.3 If the contractor has not corrected a Defect within the time specified in the Engineer in Charge's notice, the Engineer in Charge has the right to rectify the same through another agency & the cost of such repair / rectification will be recovered from the vendor's bill / Security deposit.

#### **4. Delivery / Completion of Job**

4.1 Completion of entire job shall be within 6 months from date of PO / LOI.

#### **5. Submission of Bills / Invoices:**

5.1 All the bills along with relevant documents & measurement sheets in the respective areas to be submitted to In charge- Maint./his representative for certification of work.

#### **6. Pricing**

6.1 Bidder shall quote the prices in the price bid format of the tender enquiry as specified in the Tender for **Roof sheeting job as per scope of work in Angus Works of BCL**. The prices quoted shall remain firm and fixed during the currency of the order / contract.

6.2 No price preference shall be given to any Bidder irrespective of their status.

## **7 Taxes & Duties**

7.1 Bidders must indicate proper percentage of GST of the tendered item as applicable as shown in the price bid format .

7.2 Bidder's quoted rate should take into consideration availing input credits by the bidder on all materials / components on their procurement cost which are in the scope of bidder i.e. quoted rate shall be net of input credit.

7.2 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.

## **8. Terms of Payment**

8.1 No advance in any manner will be paid to the contractor.

8.2 Stage-wise payment will be made after completion of job of each area in all respect. 90% payment for each area shall be made with 30 days credit period from the date of acceptance of bill for a particular area. Payment will be made for actual material needed for that area & for actual area of job work. Quantity, for each area in actual will be certified by the Engineer in –charge / In-charge (Maintenance)-AW. Payment of balance 10% of Job value will be made after completion of entire job duly certified by the Engineer in –charge / In-charge (Maintenance)-AW. All bills shall accompany certified measurement sheet, necessary challans duly received & TC/GC as applicable.

8.3 Regarding payment of GST: All Challans , Invoices shall be in the form specified by GST Authority.HSN/HAC Code shall have to be mentioned. BCL reserves the right to keep the payment of GST amount on hold till receipt of Input tax credit 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.

8.4 Statutory deductions like Income Tax etc will be made from the payment at source from the supplier / contractor's bill.

8.5 Bidders can also opt for payment through RTGS mode in case total order value exceeds Rs 10 lacs & for this purpose, they shall submit necessary details in the mandate form enclosed with this tender. Bidders should indicate the same in their techno-commercial bid.

## **9. Evaluation**

9.1 Evaluation of lowest bid shall be on the basis of lowest GRAND TOTAL as per price bid format received from a bidder.

## **9.2. Insurance**

9.3 It is the responsibility of the Contractor to ensure all transit risks up to delivery of the materials at the final destination at its own cost.

## **10. Indemnity**

10.1 The vendor shall indemnify BCL against all claims arising out of obligations which are under the scope of vendor. BCL shall in no way be responsible & party in respect of any breach & / or non-fulfilment of obligations by the vendor 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 the Tender. The bidder shall give a declaration to this effect along with Techno-commercial Bid.

## **11. Guarantee / Warranty:**

11.1 The contractor shall guarantee that all items supplied / job executed are free from any defect due to defective material / & that guarantee should be valid for at least 6 months from the date of actual delivery/ completion of entire job. During this period, if any defect is found due to bad workmanship or wrong material used, the vendor shall replace or repair the same, free of cost. Relevant TC & GC should be provided at the time of delivery.

## **12. Performance Guarantee:**

12.1 In cases vendors being MSME /NSIC/ DGS & D/ RDSO registered or PSU qualifying for exemption from Security deposit, the Contractor shall submit a performance guarantee in the form of Bank Guarantee obtained from a Nationalized/scheduled bank, in a prescribed BCL format before the receipt of first payment.

12.2 The security Deposit may be converted to Performance Bank Guarantee & it will be clearly mentioned in the Purchase order.

12.3 The value of the PBG will be 5% of the contract value. The performance bank guarantee shall remain valid till the end of warranty period.

12.4 The PBG shall be released / returned to the supplier / contractor on completion of the guarantee / warranty period with full satisfaction of BCL as per the contract stipulation.

12.5 MSE vendors may also opt for submission of PBG or SD as per their choice.

## **13. Liquidated Damages**

13.1 Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to BCL beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 10% of the final Order / Contract value. Vendor / Contractor (Seller) may also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order.

## **14. Corrupt or Fraudulent Practices**

14.1 BCL expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of any Contract. Therefore, the Employer will reject the Bid and blacklist such Bidder, barring him from participation in future Bidding in the event he found indulged in any malpractice such as bribe, or other inducements to any person with a view to influence the placing of the Contract.

## **15. Force Majeure**

15.1 Force Majeure shall mean any event beyond the reasonable control of BCL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

i) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority.

ii) Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.

iii) Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster

## **16. Arbitration**

16.1 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

## 17. Jurisdiction

17.1 Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

## 18. RISK PURCHASE

18.1 In the event of failure or delayed execution within the reasonable period, 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.

## 19. Statutory obligations

19.1. Canteen facilities will not be provided by Braithwaite & Co. Ltd. Arrangement of meals and Tiffin, if any, for Contractor's employees will have to be made by the Contractor at his own cost and arrangement.

19.2. 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.

19.3 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.

19.4 **The Contractor will fulfill statutory obligations as under:**

- i) Contract Labour (Regulation & Abolition) Act, 1970.
- ii) Contract Labour (Regulation & Abolition) Rules, 1970.
- iii) E.S.I. Act Scheme.
- iv) P.F. Act, 1952, Pension Act and allied scheme.
- v) Payment under Bonus Act
- vi) To contribute as per Provident Fund Act, 1952. E.S.I. Scheme Act and Scheme & Minimum Wage Act & Rules as fixed by Govt. time to time.

19.5 The Contractor shall have to comply with all statutory responsibilities in regard to the Contract Labour (Regulation & Abolition) Act, Employees' Provident Fund Act, ESI Act & Bonus Act. **The contractor must have registration with PF, ESI, GST.**

19.6 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.

19.7. The bidders should declare that they would be complying with the provisions & statutory requirement of Contract Labour (Regulation & Abolition Act.)

19.8. Contractor shall obtain necessary **labour license issued by Labour Department, Govt. of West Bengal**, for working in BCL's workshop for the tendered job during commencement of the work. Such license shall have to be submitted to BCL's P&A Deptt. failing which BCL reserves the right to take penal actions as deemed fit against the contractor.

19.9. The contractor shall have to comply with all safety rules and regulations during execution of the job. Indemnity

20.1 The contractor shall indemnify BCL against all claims arising out of obligations which are under the scope of contractor. BCL shall in no way be responsible & party in respect of any breach & / 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 the Tender. The bidder shall give a declaration to this effect along with Techno-commercial Bid.

**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 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 than 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 tendered process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 –Equal treatment of all Bidders / Contractors**

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

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

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

### **Section 7 – Criminal charges against violating Bidders / Contractors**

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

**Section 8 – External Independent Monitor / Monitors**  
**(three in number depending on the size of the contract)**

(to be decided by the Chairman of the Principal)

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this 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  
 ( OfficialSeal)

Place: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness: 1. \_\_\_\_\_  
 2. \_\_\_\_\_



**Annexure B****CONFIRMATORY MATRIX**

(Bidders should fill-up this form in all respect & submit it along with Techno-commercial Bid )

<b>Sl no</b>	<b>Description</b>	<b>Bidder's confirmation</b>
1	Bidder to confirm all terms & conditions of GTC & STC are acceptable to them & all pages of Tender document has been signed & stamped, as required.	
2	To confirm submission of EMD & Tender fees ( as applicable)	
3	To confirm submission of copies of GST & PAN registration	
4	To confirm submission of copies of balance sheet & profit & loss account of last 3 years ending on 31.03.2018	
5	To confirm submission of copies of work orders with completion certificates as mentioned in technical eligibility criteria	
6	To confirm that the prices are filled up in accordance with the price bid format & tender conditions.	
7	To confirm acceptance of Guarantee / warranty terms.	
8	To confirm acceptance of delivery period as given in Tender.	
9	To confirm validity of price till end of completion period	
10	To confirm submission of Blank price bid indicating Quoted / Unquoted against each item.	
11	To confirm submission of Annexure A & B duly filled up & signed & stamped	
12	To confirm that the Bidder is aware that in case of deviations to Tender terms & conditions, their bid is liable for rejection.	

Signature & stamp of Bidder

**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:

Bank name		Branch name	
Branch Place		Branch City	
Pin Code		Branch Code	
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)			
Account type	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>
Account Number (as appearing in the Cheque Book)			
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 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: