



ब्रेथवैट एण्ड कम्पनी लिमिटेड  
(भारत सरकार का एक उपक्रम)

**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043,

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e-mail: [purchase@braithwaiteindia.com](mailto:purchase@braithwaiteindia.com) , website-[www.braithwaiteindia.com](http://www.braithwaiteindia.com), CIN: U74210WB1976GOI030798

**TENDER ENQUIRY NO. BCL / PUR / FAB / BOSTHS / 30 / CW / 16 dt. 14.12.2016**

**Sealed Tenders are invited in Two bid system for engagement of contractor for Preparation, Fabrication, Assembly, finishing & painting of 30 Nos. BOSTHS wagon in the workshop of BCL as per tender conditions.**

1. Tender condition and issue of tender documents: Interested parties can get the tender documents from the office of GM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 43 on all working days on payment of Rs. 1,000/- (Rupees One Thousand Only) by Bank Draft / Pay Order in favour of "Braithwaite & Co. Ltd." payable at Kolkata towards cost of tender document. Bidders who are registered with NSIC / MSME for the tendered job are exempted from submission of cost of tender document.

The job is to be carried out at Clive Works of BCL. Bidders are requested to visit Clive Works and to be acquainted with the facilities and site / local work. No claim whatsoever shall be considered afterwards in this regard. No deviation in the tender conditions will be entertained and BCL reserves the right to reject such offers.

Sealed Tender, addressed to **GM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** to be dropped in person / by post in the specific **Tender Box** but must reach by 14.30 hrs on **03.01.2017 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Tendered to ensure timely delivery of the tender in the specific box.

2. Closing of tender Box: 14.30 hrs. On 03.01.2017
3. Opening of Part-I bid of the tender: 15.00 hrs. On 03.01.2017

The offer should comprise of parts as under: -

- Part-I : Techno-commercial bid & E.M.D  
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**.

The techno commercial bid shall be opened on **at 15.00 hrs**. Tenderers 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.

Tender documents can also be downloaded from our website [www.braithwaiteindia.com](http://www.braithwaiteindia.com). Bidders quoting against documents downloaded from website should submit a DD / Pay Order of Rs. 1,000/- along with Techno-commercial Bid towards cost of tender documents failing which their offer will not be considered. However, in respect of bidders who are NSIC registered units / MSME units for the tendered job, submission of cost of tender document is exempted.

**For Braithwaite & Co. Ltd.**

**(A) QUALIFYING CRITERIA-**

**(i) Financial Eligibility:**

- ◆ Bidder should have average minimum Annual Turnover of **Rs. 67.77 Lakh** during last 3 (Three) years ending on 31.03.2016. Bidder must have earned net profit in any one of the last 3 (Three) financial years ending on 31.03.2016 and should have positive net worth as on 31.03.2016.

Audited Balance Sheet and Profit & Loss Accounts for last 3 (Three) years ending on 31.03.2016 need to be submitted in support of above requirement.

**(ii) Technical Eligibility:**

- ◆ Experience of having successfully executed similar works (defined below) during last seven years ending **30.11.2016** fulfilling any of the following criteria:

Three similar executed works each costing not less than **Rs. 90.36 Lakh** OR executed three similar works of Fabrication involving not less than **300 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 112.95 Lakh** OR executed two similar works of Fabrication involving not less than **375 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 183.60 Lakh** OR executed one similar work of Fabrication involving not less than **600 MT** of Fabrication against such job.

**The term "Similar Works" means works of following nature:**

- a) Experience of wagon Fabrication & Assembly / sub-assembly / rehabilitation of wagons / revamping of wagons except manufacture of wagon components which are generally Bought-out items.  
OR
- b) Medium structural work: General Fabrication Structures/ containers / Columns/ Ducts.  
OR
- c) Heavy / Medium Structural work of infrastructure projects.

Besides, following additional conditions are applicable:

- ◆ The bidder should submit supporting document with respect to the jobs carried out as a proof of experience duly inspected by renowned inspection agencies like RDSO, RITES, Zonal Railways, Mecon, PSUs, Govt. Deptt., IRS, Lloyds, SGS.

The job may be carried out either in registered wagon builders premises or any other premises duly inspected by RDSO / RITES / Railways own inspection as a sub-contractor, the bidder shall submit relevant traceable documents in support of such experience / claim.

**(B) METHOD OF SUBMISSION:**

**PART - I: Techno-Commercial Bid:**

- i) Tenderer should submit all documents related to their credential, i.e. proof of past performance / experience for the said job, documents related to the above mentioned qualifying criteria are to be submitted in the credential part. The contractors should submit performance certificate, e.g. ICs, copies of purchase order/ completion certificate for having successfully completed the said job/ copy of certified bills/ proof of payment received from customers etc. or to submit the relevant documents as a proof to substantiate the same.
- ii) PAN and copy of IT returns filed with IT authority.
- iii) Certificate towards registration with Sales Tax / VAT and Service Tax authorities.
- iv) License regarding engagement of workers in the contract works from Labour Department or to submit undertaking.
- v) List of details of works executed and under execution.
- vi) List of Tools and Plants available for deploying at site for the present scope.
- vii) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2015.
- viii) Documents relating to Registration of PF & ESI.
- ix) Tenderer should submit the following declarations (as given in declaration in page No. 16).
  - Unconditional acceptance of our tender terms.
  - Tenderer have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.
  - Indemnifying BCL as given in tender document. (refer para for "Indemnity" in the tender document).
- x) Undertaking in format given in tender in respect of Way Bill / Road Permit & Octroi / Entry Tax. (as given in declaration in page No. 16).
- xi) **Earnest Money Deposit (E.M.D)**
  - a. Earnest Money Deposit of **Rs. 1,00,000.00/- (Rupees One Lakh Only)** is required to be submitted by Crossed A/C Payee Demand Draft/ Pay Order in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items only and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.
  - b. EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

- c. EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

Bidders are responsible for authenticity of their submitted documents submitted in their bid. In the event of fraudulent effort the same is liable for rejection.

Offers without the above documents are liable to be rejected as "Techno-commercially non Responsive".

**PART – II: Price Bid.**

Price Bid in 2nd part of the tender should contain only price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders to enable the bidders to be present during such opening. No overwriting or correction will be allowed in Price part. **Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder including the individual rates in totality. No alteration in the price format is allowed. In case of non-submission of Price Bid properly, the offer is liable for rejection.**

**C. SCOPE**

The scope of work in brief is Preparation, Fabrication, Assembly, finishing & painting of BOSTHS wagons with Hand Brake system with supply of components & consumables.

**Scope of work for Fabrication of BOSTHS wagon at Clive Works**

Sl. No.	Resources / Activities	BCL's scope	Agency's scope	Remarks
<b>A</b>	<b>BASIC MATERIALS</b>			
i	Wheel & CTR bearing.	✓		
ii	Raw Steel	✓		
lii	Bogie (CASNUB 22HS with Flat type C.P Top)		✓	
iv	CRF Centre Sill Hat Section		✓	This item is in the scope of the party for Gr (A) of price bid. For Gr (B), BCL shall supply HAT section or equivalent.
v	Coupler (Specn. No. WD-48-BD-08) & Draft gear (Specn. No. WD-49-BD-08)		✓	
Vi	Back Stop, Nylon Bush		✓	
vii	Hand Brake arrangement		✓	

<b>B</b>	<b>COMPONENTS &amp; CONSUMABLES</b>	<b>BCL's scope</b>	<b>Agency's scope</b>	<b>Remarks</b>
i	Compressed air, electricity, water & space.	✓		
ii	Components for door.		✓	
iii	Rivets, fasteners and other components (viz. Coupler rod, Bearing piece, Towing hook, Retaining ring, Tarpaulin cleat, Ladder pipe, Hand hold, Side bearer taper plate, Door check spring etc.)		✓	
iv	Pearl coke, CO <sub>2</sub> , Oxygen, LPG.		✓	

v	All type of required primers & paints (procurement to be made as per norms of RDSO, wherever applicable). Empty paint drums will be handed over to BCL Store as per instruction of workshop in-charge.		✓	Procurement and supply as per RDSO approved drawing /specification and norms, approved QAP & WPS.
vi	MIG wire, electrode (procurement to be made as per norms of RDSO, wherever applicable). Empty spool & electrode-butt will be handed over to BCL Store and stacked as per instruction of workshop in-charge.		✓	
vii	Shot / Grit for blasting, painting consumables.		✓	
viii	Brushes, scaffolding, required quantity of shot / grit, thinner and any other required consumables for painting.		✓	

<b>C</b>	<b>DRAWINGS, EQUIPMENT, MACHINES, MACHINES TOOLS, FIXTURES, GAUGES, SPARES PARTS</b>	<b>BCL's scope</b>	<b>Agency's scope</b>	<b>Remarks</b>
i	Drawing, QAP & WPS	✓		
ii	EOT Crane, Shearing m/c, Radial drill m/c, Rolling m/c, BSS, Blasting m/c, CNC m/c (without manpower, but maintenance of the same under the scope of BCL)	✓		Responsibility of maintenance of machines supplied by BCL lies on BCL authority.
iii	Gas cutting set, Grinding m/c, Portable Drilling m/c, Reamer m/c & Edge preparation m/c. – along with required tools and accessories. Welding m/c., MIG welding m/c, Riveting m/c with its welding accessories.		✓	BCL's Equipment used should be returned to BCL in the same condition as it has been issued to them. In the event of any damage caused to the equipment during manufacturing, the same has to be repaired / replaced by the contractor at his own cost failing which BCL reserves the right to recover the same with due intimation.
iv	Required tools & tackles, Measuring instruments / equipment and painting instruments / equipment.		✓	
v	Drill bits, Reamer bits, Portable Electrode Heater / Oven, Pressure Gauges		✓	
vi	Electrical panel board, Main switch (along with required wires & cables), Extension cable with board etc.		✓	
vii	Required wire sling rope, pneumatic hose pipe.		✓	

<b>D</b>	<b>MANPOWER, SUPERVISION, REGULATION &amp; SAFETY</b>	<b>BCL's scope</b>	<b>Agency's scope</b>	<b>Remarks</b>
i	Skilled labours along with experienced Supervisors, EOT crane operators and its slingers.		✓	
ii	Deploy experienced technical (mechanical & electrical) person to execute the job.		✓	

iii	Safety measures to be taken as per industrial norms. All workmen should be provided with P P E (safety shoes, helmets etc. i.e. protective equipment).		✓	
iv	All work / procurement of items to be done as per Drawing, QAP & WPS.		✓	

E	ACTIVITIES	BCL's scope	Agency's scope	Remarks
I	Traceability of materials, identification marks on each raw material, prepared material as per given lot no., marking, cutting, drilling, material handling, welding, fitting, riveting, painting & finishing etc. comes under contractors scope of work.		✓	
	<b>Fabrication &amp; Assembly scope</b>			
ii	Fixture, Jigs & Templates: Rectification, Installation & calibration.		✓	
iii	Complete preparation of materials (all types of Drilling, Edge cutting, Pressing, Bending etc.) as per drawing		✓	
iv	Fabrication of Under-frame, Side-body & End-body along with all sub-assemblies.		✓	
v	Complete riveting & welding (MMAW / MIG / SAW) of the wagon.		✓	
vi	Preparation, fabrication & fitting components for coupler arrangement, floor plate, door and hand brake arrangement etc. (along with necessary accessories / fittings).		✓	
vii	Fitting of coupler components, Hand brake components and other components.		✓	
viii	Preparation, fabrication & fitting of Door & Door fitting components, uncoupling gear arrangement complete.		✓	
ix	Fabrication & assembly of the whole wagon and its mounting.		✓	
x	Wheeling of the wagon.		✓	
xi	Hand brake testing & finishing of the wagon in all respect.		✓	
xii	Complete shot / grit blasting of wagon. Spatter to be removed before painting. Cleaning of door is to be done manually.		✓	
xiii	Spray painting of the blasted wagon.		✓	
xiv	Complete painting, stencilling and lettering / screen painting of wagon as per drawing.		✓	
xv	Necessary marking of the wagon has to be done as per drawing.		✓	

xvi	Misc. repairing, grinding, finishing work of wagon as per requirement of inspector or QC / BCL at final stage as well as any sort of alteration / rectification during execution of the job.		✓	
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→ Generated off cut (Steel) to be returned to BWT and stacked as per instruction of Workshop – in – charge.

**Any items, consumables, equipment etc. not mention in the scope of BCL shall be considered in the scope of tenderer.**

**D. ADDITIONAL TERMS & CONDITIONS**

- i) There shall be no splitting of the tendered quantity and entire quantity shall be awarded to one contractor only.
- ii) Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
- iii) Order quantity may vary depending upon our requirement as per the order book position /production plan to the extent of +/- 30% of tendered quantity as per discretion of BCL.
- iv) BCL reserve the right to terminate the order by giving 21 (twenty one) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship and materials. In case the order placed by customer on BCL is cancelled, the order to be placed by BCL against this tender will be correspondingly terminated without any financial implication on BCL.
- v) Terms, Conditions & Specifications including amendments thereof as applicable in the contract between Railways and BCL will also be applicable to the contract resulting from this tender wherever applicable, as deemed fit by BCL.
- vi) Joint venture / Consortium Bid will not be considered.
- vii) It is intended that bidders shall quote for the full tender quantity. In case full tender quantities are not quoted, the offers will be rejected.

**E. GENERAL TERMS AND CONDITIONS -**

**(i) RATE:**

- ◆ Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format. The bidder to submit the break-up of price i.e. cost of the major components in the scope of bidder as per following format and submit the same along with Price bid. In case this is not submitted, the price bid will be liable for rejection (as given in declaration in page No. 17).

Item	Quantity	Rate (landed cost)	Total (Rs.)
Bogie (CASNUB 22HS with flat type C.P Top)			
CRF Centre Sill Hat section			
Coupler (WD-48-BD-08) & Draft Gear (WD-49-BD-08)			
Back stop ,Nylon bush			
Components for door			
Rivets, fasteners & other components			
Electrodes/Paints/Gas			
Pearl coke, shot / grit			
Labour cost including shot blasting & paintings.			

- ◆ Quoted rate shall remain Firm till the original delivery period only. In the event of lower rate in the subsequent tender with same scope of work applicable rate shall be lower of the above beyond the original delivery period.

If any materials / sub-assemblies 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 / sub-assemblies shall be recovered on "cost recovery" basis by applying, any one the following which one would be highest:

(i) Financing cost plus administrative overhead i.e. total @20% of the cost of the material shall be loaded during recovery.

OR

(ii) cost of material indicated by vendor in their tender.

OR

(iii) the value of the component considered at the time of estimation.

OR

(iv) the last purchase price received against tendering.

- ◆ In case any materials / sub-assemblies 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 / sub-assemblies for the period till the loaned goods are returned by the contractor. Such recovery shall be made from the bills of the contractor.

**(ii) DELIVERY:**

The delivery of the wagons shall be start at the earliest. The delivery schedule shall be as follows:

Delivery of wagons within 60 days from the date of issue of Purchase Order / LOI or 21.03.2017 whichever is earlier.

However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning.

**(iii) PAYMENT:**

Payment will be made progressively on receipt of bills after completion of DM duly certified by Shop Floor In-Charge of the Unit and on receipt of corresponding payment from BCL's customer by BCL. All payments shall be released after receipt of corresponding payments from BCL's customer. No ad-hoc payment shall be made.

Works contract tax as applicable shall be deducted from the payments to be made to the contractor. However, BCL shall furnish necessary certificate in this regard for the deduction.

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

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



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

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

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

**(v) QUALITY PLAN:**

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

**(vi) INSPECTION:**

Stage inspection will be carried out by Quality Control Department of BCL for each wagon. Final Inspection will be made by BCL's customer for obtaining DM of wagons.

**(vii) TAXES & DUTIES:**

Payment of Excise Duty & VAT / Sales Tax on finished wagon shall not be applicable to contractor since the job will be done in the Workshop of BCL. Such liability of ED & VAT / Sales Tax on finished wagon will be on the part of BCL. Contractor will not be entitled to claim any amount whatsoever in these regard.

The quoted rate shall be inclusive of all taxes and duties applicable for all components & consumables including Preparation, Fabrication & Assembly work which are in the scope of the contractor. Payment of such statutory levies shall be in the scope of contractor. BCL shall not entertain any request for price increase due to increase in rates of taxes and duties of the components & consumables including fabrication & assembly job which are in the scope of contractor. However, in case of decrease in such rates of taxes and duties during execution period of the contract, BCL reserves the right to ask for reduction in ordered rate of the wagon accordingly.

ED / VAT paid by contractor on coupler & draft gear will be paid to the contractor for an amount equal to actual amount reimbursed by Railways on account of the contract will be reimbursed to the contractor. However, in case ED paid on that component by the contractor is less than the ED reimbursed by Railways for that component, actual ED paid by the contractor will be reimbursed.

Arrangement & providing Way Bills / Road permits and payment of Octroi / Entry Tax for the materials to be supplied by the contractor shall also be in the scope of contractor. Bidders shall give an undertaking in this regard along with Techno-commercial Bid as per format enclosed with this tender in page no. 17.

The contractor should have VAT Registration with West Bengal VAT Authorities as the job shall be executed in the workshop of BCL. Copy of such VAT Registration shall have to be submitted to BCL, prior to receipt of 1<sup>st</sup> payment. No Ad-hoc payment will be made. Further, the contractor shall submit to BCL's Finance Deptt. copies of their quarterly VAT Returns, indicating the portion of VAT liability of the contractor against order for the tendered job, submitted to West Bengal VAT Authorities. An amount of 10% of bill gross bill value will be withheld on account of VAT, etc, which will be released on production of VAT Return copies within the stipulated time. The contractor shall ensure timely submission of the same.

For the components & consumables which are in the scope of contractor, the consignee shall be Clive works Braithwaite & Co. Ltd., 5 Hide Road, Kolkata – 700 043.

**(F) SPECIAL TERMS AND CONDITIONS:**

(i) Validity of the offer:

Offer shall remain valid for a period of 90 days from the date of opening of this tender.

(ii) Security Deposit

(a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value subject to ceiling of Rs. 30 Lakhs within 15 days from the date of issue of the Purchase Order. In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.

(b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change after words.

(c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.

(d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

(iii) Performance Guarantee

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value subject to ceiling of Rs. 30 Lakhs as per format to be provided by BCL after placement of order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value subject to ceiling of Rs. 30 Lakhs is to be submitted by them. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid up to the warranty period.

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

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

(iv) Liquidated Damages

Timely execution of the job and adhering to the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job within the delivery date in the P.O, the LD clause will be imposed @2% per month or part thereof subject to maximum of 10% of the order value.

(v) Risk Purchase

In the event of failure or delayed execution beyond the specified delivery schedule for reasons not attributed to BCL, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.

(vi) Arbitration

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint any Officer of the Company as Arbitrator not below the rank of a General Manager who is not directly connected with the Purchase Order.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

(vii) Warranty

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

This warranty shall survive inspection of payment for acceptance for the goods but shall expire 30 (thirty) months after delivery of the goods or 24 (Twentyfour) months from the date of commissioning, whichever is earlier.

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

(viii) Wastage / Scrap / Off-cuts

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

(ix) Material Reconciliation

Contractor has to submit Material Reconciliation Statement for all materials supplied by BCL. The statement to be submitted and duly certified by BCL's representatives at the time of submission of bill for the last 10% of prevailing ordered quantity of wagons. Material Reconciliation Statement shall be as per Format enclosed with this tender (at page no. 19). The same is to be attached with the bill applicable for last 10% prevailing ordered quantity for release of payment. BCL shall issue dummy order for issue of M.R.R for different components & consumables which are in contractor's scope against details to be submitted by contractor. For issue of Dummy order, contractor shall submit necessary details to BCL before receipt of 1<sup>st</sup> payment.

(x) Sub-contracting:

The contractor shall not sub-contract or assign this work or any part thereof without the permission of BCL. In the event of the vendor sub-contracting or assigning this work or part thereof without such permission, BCL shall be entitled to cancel the order and execute the same elsewhere at the risk and cost of the contractor and the contractor shall be liable for any loss or damage which BCL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

(xi) Contractor's Responsibility (as per Production requirement)

Contractor's responsibility shall be as defined in the Scope of this tender. The following statutory obligations shall have to be complied by the contractor.

**(G) STATUTORY OBLIGATIONS:**

- a. 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.
- b. 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.
- c. 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.
- d. **The Contractor will fulfil 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. Minimum Wages Act & Rules as fixed by Govt. time to time.
  - v. P.F. Act, 1952, Pension Act and allied scheme.
  - vi. Payment under Bonus Act
  - vii. 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.
  - viii. Duty & tax related matters.

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

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.

**(H) 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.

**(I) EVALUATION OF LOWEST BID**

Evaluation of lowest bid shall be made on the basis of L-1 rate quoted in the price bid by a bidder in totality.

**(J) INSTRUCTION TO BIDDERS**

Bidders meeting qualifying criteria of the tender should quote against this tender. Intending Bidders should also submit in the following documents:

Covering letter for submission of offer.

Complete set of tender documents including corrigendum, if any, duly signed on each page, as your acceptance of the tender condition & Tender Notice in Toto.

Documentary evidence related to credentials for the bidder to establish that he fulfils the qualifying Criteria.

**(K) BRAITHWAITE & CO LIMITED RESERVES THE RIGHT TO:**

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- May ask for further clarification during techno-commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.

**TENDER ENQUIRY NO. BCL / PUR / FAB / BOSTHS / 30 / CW / 16 dt. 14.12.2016****Price Bid Format:**

- i) Price Bid Part shall be opened only if Part –I is qualified.
- ii) Rates should be mentioned in figure as well as in words. In case of difference, the rate quoted in words shall be considered.
- iii) Quoted rate against this tender shall remain Firm till completion of the order.
- iv) Rate to be quoted as per following format and also necessary break up of major components to be given as per format given in Page No. 7 along with price bid.

**GROUP (A):**

Description	Quantity	Rate per wagon (Rs. in words)	Rate per wagon (Rs. in figure)
Preparation, Fabrication, Assembly, Finishing & Painting of BOSTHS wagon with Hand brake system only in the workshop of BCL including supply of components & consumables as per tender conditions as per scope of work and terms & conditions of the tender – <b>With CRF Hat Section</b>	30 Nos.		

**GROUP (B):**

Description	Quantity	Rate per wagon (Rs. in words)	Rate per wagon (Rs. in figure)
Preparation, Fabrication, Assembly, Finishing & Painting of BOSTHS wagon with Hand brake system only in the workshop of BCL including supply of components & consumables as per tender conditions as per scope of work and terms & conditions of the tender – <b>Without CRF Hat Section</b>	30 Nos.		

- Notes:**
- (i) The quoted rates shall be as per scope and Terms & Conditions of the tender.
  - (ii) The quoted rates shall be inclusive of all taxes & duties applicable for the tendered job as per tender condition.
  - (iii) It may be noted that total requirement is for 30 wagons only. The bidders have to offer their best rate for individual item i.e. for Gr-A & Gr-B as BCL will finalize either of this item without splitting. Selection of item under Gr-A or Gr-B shall be finalized and intimated to the technically accepted bidders before opening of price bid.

**For Braithwaite & Co. Ltd.**

**Format for submission of Undertaking in respect of Way Bills / Road Permits & Octroi / Entry Tax / issue of "C" Forms**

To,  
GM (MM)  
Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata – 700 043

Dear Sir,

**Sub: Undertaking in respect of Way Bills / Road Permits & Octroi / Entry Tax / issue of "C" Form**

**Ref: TENDER ENQUIRY NO. BCL / PUR / FAB / BOSTHS / 30 / CW / 16 dt. 14.12.2016**

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

"We (i.e. the bidder) shall be in position to arrange and provide Way Bills / Road Permits to the respective suppliers of different items / components and to make payment Octroi / Entry Tax for the different items / components to be supplied by us (i.e. the bidder) if the order against this tender is placed on us."

Thanking you,

Yours faithfully,

For \_\_\_\_\_

Signature of the Bidder with seal

**Format for declaration**

To,  
GM (MM)  
Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata – 700 043

Dear Sir,

**Sub: Declaration**

**Ref: TENDER ENQUIRY NO. BCL / PUR / FAB / BOSTHS / 30 / CW / 16 dt. 14.12.2016**

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 7 & 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:

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:

**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:

Sl. No.	Item description	Qty. issued by BCL		Qty. consumed by the contractor		Balance qty., if any, returned by the contractor		Remarks
		In nos. / unit	In wagon set	In nos. / unit	In wagon set	In nos. / unit	In wagon set	

\_\_\_\_\_  
Signature of  
Stores In-charge / BCL

\_\_\_\_\_  
Signature of  
Production In-charge / BCL

\_\_\_\_\_  
Signature of  
Contractor's Authorized  
Representative