



## **BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking under Ministry of Railway)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,  
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MAIL: braithwaiteindia.com, Website: [www.braithwaiteindia.co](http://www.braithwaiteindia.co),

**CIN: U74210WB1976G01030798**

**OPEN TENDER NO: BCL/PUR/STRUCTURE/305/CW/VW/18-19/03**

**Date: 13.10.2018**

**“SEALED TENDERS ARE INVITED IN TWO BID SYSTEM FOR ENGAGEMENT OF CONTRACTOR FOR CUTTING, WELDING, FITTING & FINISHING OF 305 UNITS OF OLD STRUCTURE IN WORKSHOP OF BCL CLIVE WORKS / VICTORIA WORKS AS PER TENDER CONDITIONS”.**

1. **Tender condition and issue of tender documents:** Interested parties can get the tender documents from the office of Sr. Manager (Purchase), 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 / Victoria Works of BCL. Bidders are requested to visit Clive and Victoria 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 Sr. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 to be dropped in person / by post in **Tender Box No. 1** but must reach by 14.30 hrs on **02.11.2018** (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 02.11.2018
3. Opening of Part-I bid of the tender: 15.00 hrs. On 02.11.2018

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 **02.11.2018** 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. DESCRIPTION OF JOB:**

Cutting, Welding, Fitting & Finishing per unit of old structure in workshop of BCL.

Quantity: **305 Units**

Venue : **Clive Works / Victoria Works of BCL.**

However, BCL reserves the right to alter the venue of the place of execution in any of the three workshops of BCL depending upon necessity, space availability & priority of execution.

**B. JOINT INSPECTION & SITE VISIT:**

**Bidders must visit site at Clive Works / Victoria Works and contact Works Manager (I/C) – CW & VW for any query relating to jobs to be performed and to be acquainted with the facilities and site / local work prior to submission of offer. Bidders should ensure / understand the nature of jobs to be performed. Accordingly, the bidder must give a declaration separately as per Annexure in the Techno-commercial bid that he has understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly. 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.**

**Joint Inspection & Site Visit declaration both are mandatory for the job and the same shall be submitted along with Techno commercial bid.**

**C. QUALIFYING CRITERIA:**

The tenderer shall meet the following conditions of eligibility and submit the relevant documents as a part of Techno commercial Bid:

**Financial Eligibility:**

The bidder should have average annual turnover of **Rs. 29.15 Lakhs** during last three years ending on 31.03.18. Bidder must have earned net profit in any of the last three years ending on 31.03.18 and should have net worth as on 31.03.2018.

Audited Balance Sheet and Profit & Loss accounts for last three financial years ending **31.03.18** need to be submitted in support of above requirement.

**Technical Eligibility:**

Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **30.09.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 38.86 Lakhs** OR executed three similar works of Fabrication involving not less than **366 MT** of Fabrication against each such job.

**OR**

Two similar executed works each costing not less than **Rs. 48.58 Lakhs** OR executed two similar works of Fabrication involving not less than **457.50 MT** of Fabrication against each such job.

**OR**

One similar executed work costing not less than **Rs. 77.73 Lakhs** OR executed one similar work of Fabrication involving not less than **732 MT** of Fabrication against such job.

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

- a) Heavy structural work e.g. General Fabrication Structures, Auto Welded Beams and Boxes, Columns, Ducts etc. or Fabricated steel work of wagons / wagon sub-assemblies for newly built / rehabilitated wagons.
- OR**
- b) Heavy Structural work of infrastructure projects e.g. Bridge Girder, Heavy Industrial Structure.
- OR**
- c) Rolling Stock Fabrication & Assembly / repairing experience.

The bidder should submit copies of Work Order / Purchase order & completion certificates / documents as a proof that the Bidder has successfully executed the job fulfilling the above technical eligibility condition.

The bidder should have registration with PF, ESIC, GST. Registration Copies of the same are to be enclosed with the Bid.

#### **D. SCOPE OF WORK:**

- D.1** The scope of work in brief is for cutting, welding, fitting and finishing per unit of old structure in BCL's Clive Works / Victoria Works. The responsibilities are generally as follows:
- ✓ Traceability of materials, identification marks on each raw material, prepared material as per given lot no., marking, cutting, drilling, material handling, welding, fitting & painting etc. Traceability record as per G-72 (latest) of Indian Railways.
  - ✓ The job will be done as per Pre-Inspection Sheet (Joint Inspection Report or JIR) of each wagon prepared by representative of Railways.
  - ✓ The job is to be carried out as per RDSO Specification, Wagons' drawings and G-72 as provided by BCL.
  - ✓ Complete preparation, material handling, fabrication, drilling, welding, dressing, pressing, shearing (as per requirement) and other necessary jobs to complete job.
  - ✓ The job shall involve stripping of worn out / damaged portions and replacing the worn out / damaged portions with new materials / items.
  - ✓ Panel patching (end slope plate), Panel patching full (end slope plate), longitudinal ridge, cross ridge (complete), radial patches etc.
  - ✓ Side hill hopper plate, frame, etc.
  - ✓ Door flap with modified forged hinge, door hold pressing, cross ridge stay, etc.
  - ✓ Panel patches – side body, side wall assembly, side coping top, side stanchions, side sill (pressing), etc.
  - ✓ Door link mechanism arrangement (single link) with testing, Door link mechanism arrangement (double link) with testing, LSD pipe line arrangement.
  - ✓ DOM pipe line and fittings.
  - ✓ Hand brake arrangement.
  - ✓ Supporting angle for end body.
  - ✓ Manufacturing, Fitting and Jamming of Door.
  - ✓ Manufacturing and Fitting of Side body and End body.
  - ✓ Door operating mechanism should be checked and made functional.
  - ✓ Component fitting as per PIS & Drawings.
  - ✓ Finishing job (such as welding, grinding, chipping, riveting etc.) to be carried out as per requirement of Inspector & QA / BCL at final stage.
  - ✓ Painting job (such as primer + finish paint, lettering, stencilling etc.) to be done after completion of cutting, fitting, welding and riveting job.
  - ✓ After stripping of worn out / damage portion, the same should be stacked properly as per instruction of Shop-In-Charge.
  - ✓ Preparation of inspection document as per BCL's specified format for onward submission of bill.
  - ✓ Assistance in post-billing activities.

**For carrying out the above jobs, the contractor shall deploy the following machineries (along with all necessary accessories & maintenance wherever applicable) as per requirement:**

- (i) Gas cutting set, Chipping m/c, Grinding m/c, Portable Drilling m/c, Riveting m/c, Welding m/c, Mig Welding m/c.
- (ii) Required tools & tackles, Measuring instruments / equipment and painting instruments / equipment.
- (iii) Required Drill bits, Main switch (along with required wires & cables), Extension cable with board etc.
- (iv) Brushes, thinner and any other required consumables / equipment / instrument for painting / lettering job.
- (v) Required wire rope sling, pneumatic hose pipe, pipes along with necessary accessories for gas cutting set.
- (vi) Skilled labours along with experienced Supervisors to execute the job in all respect.
- (vii) EOT Crane operators and its slingers.
- (viii) Deploy experienced technical (Mechanical & Electrical) person to execute the job.
- (ix) Safety measures are to be taken as per industrial norms

**E. SCOPE OF BCL:**

- Steel
- All Components, Fasteners, Rivets
- Oxygen gas, LPG, Compressed Air, Electrodes, Paints.
- EOT Crane, Shearing M/c, Radial Drill M/c, Rolling M/c, BSS, Press M/c.
- Approved Drawings.
- Total Store management for different components & consumables.
- Working Space with EOT crane (without operator & slinger)
- Water, Electricity.

**F. METHOD OF SUBMISSION OF BID:**

- 1) Tenderer should submit all documents related to their credential as per tender eligibility criteria i.e. proof of past performance / experience for the said job, documents related to the above mentioned qualifying criteria are to be submitted in the credential part. The contractors should submit performance certificate, e.g. ICs, copies of purchase order/ completion certificate for having successfully completed the said job/ copy of certified bills/ proof of payment received from customers etc. or to submit the relevant documents as a proof to substantiate the same.
- 2) PAN and copy of IT returns filed with IT authority of last 03 years.
- 3) GSTIN No. of the vendor.
- 4) License regarding engagement of workers in the contract works from Labour Department or to submit an undertaking stating that such licence shall be arranged by the contractor within 07 days from the date of receipt of order.
- 5) List of details of works executed and under execution.
- 6) List of Tools and Plants available for deploying at site for the present scope.
- 7) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2017. Solvency certificate issued by Banker of the bidder.
- 8) Documents relating to Registration of PF & ESI.

- 9) Tenderer should submit the following declarations
- Declaration of tender (as per format provided).
  - Tenderer have fully read and understood 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).
- 10) **Earnest Money Deposit (E.M.D)**
- a. Earnest Money Deposit of **Rs. 50,000/- (Rupees Fifty Thousand 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".**

(G). **GENERAL TERMS AND CONDITIONS:**

1) **RATE:**

- Rate shall be quoted considering Scope of work and terms & conditions of the tender and as per Price Bid format.
- Rate shall be exclusive of GST. Payment of GST shall be made extra as applicable.
- The quoted rate shall be valid throughout the completion of entire job.

2) **DELIVERY:**

Contractor shall mobilize equipment & manpower within 7 days from the date of LOI. The average delivery per month shall not be less than **50 units per month**. However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning. Completion period of each unit of structure shall not exceed 30 days from the date of handing over the same for work to the contractor.

**Completion period of the job is 06 months from date of LOI / PO.**

Daily time schedule of work will be 24 x 7 basis AND / OR as per instruction of Production In charge of CW / VW.

3) **PAYMENT:**

Payment for the job will be made progressively on receipt of monthly bills after completion of the job in each month finally inspected & passed & duly certified by Shop Floor In-Charge. All payments shall be released after receipt of corresponding payments from our customer. No ad-hoc payment shall be made. Payment to party shall be made on the basis of actual bill value of BCL.

Statutory deductions like Income Tax and / or any other taxes 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 offer.

MSME vendors may avail their payment through TReDs platform.

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

**4) 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 Mgr (I/C)-CW & VW before quoting. The bidders shall read and understand the technical documents before quoting. **A declaration in the 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 Angus Works authority.

**5) QUALITY PLAN:**

The execution of awarded work shall be as per relevant norms as per JIR between BCL & Contractor.

**6) INSPECTION:**

Inspection will be carried out by Quality Control Department of BCL, which at a later stage are to be certified by our customer's inspector. Contractor has to make replacement / repairs of any items, which is / are found defective immediately.

**7) TAXES & DUTIES:**

The quoted rate shall be exclusive of GST as applicable.

Bidders should be GST compliant & submit the copy of GSTIN details copy along with HSN code for supplying materials & SAC code for service job and professional tax paid certificate, (wherever applicable) along with the Bid.

All challans, invoices should be in the form of specified by GST authority.

BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC by BCL is ensured. In case of non-compliance regarding documentation / monthly return to ensure availing input tax credit (ITC) by BCL BCL also reserves the right to deduct the resultant amount.

**8) SECURITY DEPOSIT**

(a) For due fulfilment 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 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 afterwards.

(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.

9) **PERFORMANCE GUARANTEE:**

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue of Purchase 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 is to be submitted by them. 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 job, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for poor workmanship, the agency is responsible for repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

**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.**

10) **DELAY PENALTY:**

Timely execution of the job and maintaining 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-completion of the job within 30 days of each unit of structure as stipulated in the para for delivery, BCL will impose penalty charge for each day of delay which shall be not less than **Rs. 1000/- per day per delayed unit of structure.**

11) **RISK PURCHASE:**

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

12) **ARBITRATION:**

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

**13) 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 **06 (Six) months** after acceptance of the structure by BCL authority / BCL's customer.

The contractor shall if required rectify the defects 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.

**14) 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 be entitled to claim any wastage / scrap / off-cuts to be generated for the job against this contract.

**15) MATERIAL RECONCILIATION:**

Contractor has to submit Material Reconciliation Statement for all materials. The statement is to be submitted and duly certified by BCL's representative (Production In-charge) at the time of submission of final bill against the contract, failing which the amount (as decided by BCL) shall be deducted from their bill

**16) 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.

**17) 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.

**18) QUALITY:**

In case of any quality complaints related to workmanship or any other matter related to the contract, arriving during tenure of contract including guarantee / warranty period, the contractor has to correct / repair / replace the same immediately at their own cost in such a way so that BCL's interest & reputation is not affected. The contractor will be solely responsible for rectification of all such issues. Any liability, if imposed on BCL, the same shall be borne by the contractor.

**19) 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. 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.
- 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, GST.
- 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. The contractor shall have to comply with all safety rules and regulations during execution of the job.

**20) 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 compliance of various statutory obligations for execution of the awarded job against this tender.

**21) EVALUATION OF LOWEST BID**

**Evaluation of lowest bid shall be made on the basis of lowest Total Rate Per Unit (exclusive of GST) quoted by a bidder in the price bid format.**

**(H) ADDITIONAL TERMS & CONDITIONS**

- i) Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
- ii) Order quantity may vary depending upon our requirement to the extent of +/- 30% of tendered quantity as per discretion of BCL.
- iii) BCL reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms.
- iv) It is intended that bidders shall quote for the entire tender quantity

- v) BCL reserve the right to terminate the order by giving 20 (twenty) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship. In case the order placed by Railways on BCL is cancelled, the order to be placed by BCL against this tender will be correspondingly terminated without any financial implication on BCL.

**(I) 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.
- BCL reserves the right to cancel & reject the offers even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, in case of non-compliance to the following bidders:-
  - The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements.
  - The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, etc, in earlier works executed with BCL.
  - The bidder must not be blacklisted by any company, Board, organization or Government body.The decision of BCL in this regard shall be final without assigning any reasons.
- Bidders should submit a declaration along with Techno-commercial Bid stating that there is no proposal; under consideration by them with regard to change of their name/ organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name / organisational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.
- Bidders have to submit the Integrity Pact Document (**as per Annexure A**) along with Techno-commercial Bid.

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

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- May ask for further clarification during techno-commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.
- The contractors / vendors who have already worked / working in BCL for different jobs, their performance in such jobs shall be reviewed with reference to executions, target, etc and in case the same are not found to be satisfactorily in the opinion of BCL, the offers of such bidder will be treated as techno-commercially not eligible and their offer shall not be considered for further processing. The same shall be at the sole discretion of BCL. BCL's decision in such matters shall be final and binding to the bidders and shall not be matter of dispute.
- Any subsequent changes in Scope of contract and terms & conditions, if imposed by BCL's customer in the contract with BCL, the same will be applicable on BCL's contract with the vendor for the same job.

**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.**

1. Price Bid should be submitted in the following format.
2. This part must be free from any condition.
3. Lowest Bid shall be evaluated as per Lowest Bid Evaluation criteria specified in the tender document.
4. Quoted price rate shall remain Firm till completion of the order.

**Price Bid Format:**

Description	Quantity	Rate per Unit (exclusive of GST)
	(a)	(b)
Labour charges for Cutting, Welding, Fitting & Finishing etc. per unit of Structure	305 Units	

For BRAITHWAITE & CO. LTD.

**"DECLARATION OF THE TENDERER"**

1. That I / We \_\_\_\_\_ am/ are hereby visited the site at Victoria Works and contacted Works Manager (I/C) – CW & VW for the jobs to be performed by us. Accordingly, we understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly.
2. That I / We have fully read and understood Design, Specification, other technical details and rate quoted accordingly.
3. We hereby confirm that the work under subject tender shall be executed in the desired time schedule, if awarded the contract.
4. I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.
5. In case of any dispute, the Jurisdiction will be Kolkata only.
6. I / We have carefully read the Tender Document, Scope of Work, General terms and conditions for the job and I / We solemnly declare that the terms & conditions are acceptable to me / us & binding on me / us.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: \_\_\_\_\_

Full address with seal & stamp: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

**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 entitle to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage that the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 – Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tended processor the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment it conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

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

(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. \_\_\_\_\_