



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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CIN: U74210WB1976GOI030798

TENDER ENQUIRY NO. BCL/PUR/CAP/ REPAIRING OF ROOF SHEDS /AW/2018/02F/R/1

Date : 06.06.2018

Sealed Tenders are invited in **SINGLE BID** system for engagement of contractor for dismantling of damaged GCI sheets, Supply & Fixing of new GCI sheets, transparent sheets & fitting materials including labors etc. on turnkey basis in Foundry & Bogie shop at Angus works of BCL as per scope of work.

TENDER DATE : 06.06.2018

OPENING OF BID : 12.06.2018

EMD : Rs. 10,000/= (Ten thousand only)

The detailed specification, scope of work & terms & conditions of the job are given in Tender documents.

Sealed tenders addressed to **Sr Manager (Purchase & ERP) , Braithwaite & Co Ltd, 5 Hide Road, Kolkata 700043** may be dropped in our **Tender Box No.2** (in case of hand delivery) or sent by registered post must reach us within **12.06.2018** by 14.30 Hrs. No offer shall be received after closing of tender box.

The Bid will be opened on **12.06.2018** at 15.00 Hrs. Tenderer may depute their authorized representative during opening of tender.

For Braithwaite & Co. Ltd.,

QUALIFYING CRITERIA and CREDENTIALS for WEBSITE BIDDERS:

Bidders who are quoting against website display should submit all papers related to their credential and meet the following eligibility conditions and shall submit the relevant documents.

Financial Eligibility:

The bidder should have average turnover of Rs.6.50 lakh during last three years ending on 31.03.2017 and also should have earned net profit in any of the last three years.

The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.17. The bidder should also have positive net worth as on 31.03.2017. Income Tax Return copies are to be submitted for last 03 Assessment years.

Technical Eligibility:

Experience of having successfully executed similar works (defined below) during last (7) seven years ending 31.05.2018. fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs.8.644 lakh against each such job.

OR

Two similar executed works each costing not less than Rs.10.80 lakh against each such job.

OR

One similar executed works costing not less than Rs.17.23 lakh against such job.

The term "similar works" means works of following nature: " Roof Sheeting job"

The bidder should submit a copy of Work Order / Purchase Order & completion certificates / certified bill that the bidder has successfully executed the same as per the above technical eligibility condition.

The bidder should have registration with PF, ESIC, GST. Bidder should also have PAN Card. Copies of the same are to be enclosed with the Techno-commercial Bid.

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

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 Conditions of contract

5. Clarification of Bid Document

5.1 For any queries on Bid documents, the prospective Bidder may contact Sr Manager (Purchase) no later than 03 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. Documents comprising the Bids

7.1 The Bid submitted by the Bidder shall comprise the following:

i) The PRICE FORMAT wherein the Bidder shall fill in the rates duly signed and stamped by the Bidder on each page.

ii) Specifications duly signed and stamped by the Bidder on each page.

8. Bid prices

8.1 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.

8.2 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.

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

9. Bid Validity

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

10. Earnest Money Deposit (EMD)

10.1 Bidders shall furnish Rs.10000/- (Rupees Ten 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 120 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.

10.2 Bidders registered for the tendered jobs with GeM, SSI units registered with NSC, MSME Units and PSU units approved may be exempted from submission of EMD. **MSE bidders should have to submit UAM number failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSE vendors.**

10.3 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.

11. Format and Signing of Bid

11.1 The Bidder shall prepare the Bid as specified above.

11.2 The Rate in the 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.

11.3 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

12.1 Offer must be submitted in one part,

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

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

iv) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with NSIC / MSME for the tendered job.

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

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

vii) EMD as per tender conditions.

viii) **A declaration of UAM (Udyog Aadhar Memorandum) number by MSE bidders of CPPP failing which such bidders will not be able to enjoy the benefits as per PP Policy of MSMEs order,2012.**

Price FORMAT

The 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.

12.2 Securely closed Envelope 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

12.3 The bid may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned well before the due date and time. Timely submission of the Bid is 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.

13. Deadline for Submission of the Bids

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

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

14. Bid Rejection Criteria:

14.1 Following bids shall be categorically rejected:

- i) The Bids received after tender closing date and time.
- ii) Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.
- iii) Any alterations, overwriting observed in Price Format.
- iv) Bid documents which are not signed / stamped as given in clause 11.2.

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

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

E. Bid Opening and Evaluation

15. Process to Be Confidential

15.1 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.

16. Purchaser's Right to Accept any Variation

16.1 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

17. Purchaser's Right to Accept any Bid and to Reject any or all Bids

17.1 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.

18. Notification of Award

18.1 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.

19. Security Deposit

19.1 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.

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

19.3 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 Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.

19.4 In respect of Firms registered with SSI, NSIC, MSME Units, GeM and PSU units SD may be waived. **MSE bidders should have to submit UAM number failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSE vendors.**

19.5 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.

Section 2

A. **Scope Of Work:**

B.1 REPAIRING ROOF SHEDS shall be carried out Location/ Area wise in all respect. Job area are as follows:

Location / Area	Qty.(Tentative)
Arc Furnace area & Mould closing area	230 sq.m
Mould Assly.	230 sq.m
Ladle pre- heating	170 sq.m
Bogie Assly. & Part of Heat Treatment shop	770 sq.m

Note : All the above quantities are tentative. Actual quantities may change depending upon actual requirement. Payment will be made based on actual requirement & consumption.

B.2. Details of SCOPE OF WORK

Sl.No.	Description of job
i	Dismantling of damaged G.C.I. sheets from sheds & erection fixing, stitching of new G.C.I. sheets (Straight & Curved) . GCI sheets required for the job shall be cut to length as per required size beforehand if any. 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. Piercing of holes to be done from the bottom side of ceiling. Piercing from top of the roof is not permitted. 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(Maint- AW) after completion of work.
ii	Gutters & Eye Drops are to be fabricated & painted 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. <u>BCL will provide plain sheet for manufacturing of Gutters & Spouts.</u> Gutters are to be joined with one another by bolting with tar felt and putty. <u>Welding joint will not be allowed under any circumstances.</u> Connection of Eye Drop between Rain Gutters & Down pipe is within the scope of contractor. <u>Party must visit AW for assessment of work before submission of offer especially for Gutters , Eye drops & Steel section replacement.</u> Damaged gutters should be removed from the roof and to be stacked at a place as per direction of shop in charge.
iii	Dismantling of damaged /broken laminated glass & Asbestos cement sheets from shed. Erection, fixing of transparent sheets to be done.
iv.	Dismantling of damaged rain pipes and erection/fixing of new pipes. Pipe with fixing materials will be in the scope of contractor.
v	Joint Inspection note to be prepared by the successful bidder before start of work.
vi	Contractor shall have option to start work at different locations at a time with engagement of separate team but total job i.e GCI/Transparent sheeting, gutter replacement, Rain pipe replacement & structural repair to be completed at each location otherwise they will not be eligible for submission of bill.

B.4. Contractor's scope of Supply & responsibility :

Supply of requisite materials for the job detailed as under :

Sl No	Item Description
i	GCI Sheets Sizes: 810 mm X 0.8 mm X 2500 mm , 810 mm x 0.8 mm x 2000 mm & 810 mm X 0.8 mm X 3000 mm Make : SAIL/TATA/JINDAL
ii	FRP Transparent Sheets (ISI Brand) - Min. thickness-2 mm
iii	J-type Hook Bolts with square Nuts (IS:730 -1978)/Riveting material/Nuts&Bolts/Plain washer etc.
iv	Tarfelt (Make :SHALIMAR) - Size : 1M x 20 M)
v	Red oxide Primer Paints
vi	Aluminum Paints (SHALIMAR/BERGER/ASIAN)
vii	Putty
viii	Bitumen Washers
ix	Steel Sections (section & size as required area-wise)
x	Rain pipes (Supreme or Eqv. Make) with fittings

B.5. Contractor's Responsibility:

- i) Loading, unloading and carrying : Braithwaite shall provide Space. Loading, unloading, Carrying and handling of materials during sheeting, welding & painting job.
- ii) Machineries Tools & Tackles, Labourers: All machineries including Welding m/cs, welding cable & accessories etc. are to be arranged by contractor.
- iii) Oxy-cutting equipments, Tools & Tackles & accessories, experienced Erectors, Painters & other related Labourer 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.
- iv) The contractor must ensure precautionary safety measures for the workmen for working at a height of about 20 M. 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.
- vi) Entry of all requisite materials shall be properly recorded at Security Office & Stores of BCL.

All others requirement for the job shall be on contractor's account.

B.6. Braithwaite's Responsibility:

- i) Rolling m/c for making curved sheet and bending m/c for bending gutters will be provided by BCL free of cost.**
- ii) Sheet for manufacturing of Gutters & Spouts, Consumables i.e. Oxygen, LPG, electrodes for repairing of damaged steel structure i.e. Truss, Purlin etc., Water and Electricity shall be provided by BCL free of cost.**

C. Price FORMAT:

- i) This part must be free from any condition and signed with stamp.
- ii) The bidder should quote rate(s) as per Price Bid Format.
- iii) The quoted rate shall be mentioned in figure as well as in words. In case difference, rates quoted in words shall be considered.
- iv) Quoted rate should clearly indicate GST.
- v) No over writing or correction will be allowed. Bid will be treated as cancelled if any over writing or correction is found in the price bid.
- vi) Evaluation of lowest bid shall be made on the basis of Lowest GRAND TOTAL as given in Price Bid Format.

C.1 **Price Format****i) Group-A: Sheeting job :**

Sl. No.	Description of job	Qty (A)	Rate per SqM (Rs.) (B)	GST per SqM (Rs.) (C)	Total inclusive of GST (Rs.) D = A x (B+C)
1	Dismantling of GCI/Asbestos sheets/Laminated glass from shed and supply & fixing of new GCI/Transparent sheets. (Supply of GCI /Transparent sheets with fixing materials are in the scope of contractor)	1400 SqM			
TOTAL (Rs.)					

ii) Group-B : Gutters:

Sl. No.	Description of job	Qty (A)	Rate per R/M (Rs.) (B)	GST per R/M (Rs.) (C)	Total inclusive of GST (Rs.) D = A x (B+C)
1	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)	300 R/M			
TOTAL (Rs.)					

iii) Group-C : Rain Pipes

Sl. No.	Description of job	Qty (A)	Rate per M (Rs.) (B)	GST per M (Rs.) (C)	Total inclusive of GST (Rs.) D = A x (B+C)
1	Dismantling of damaged rain pipes and erection/fixing of new pipes. (Supply of pipes & fixing materials are in the scope of contractor.)	200 M			
TOTAL (Rs.)					

GRAND TOTAL amount (Group-A+Group-B+Group-C) = in words (Rs _____)

Note : GST rate to be mentioned in the offer.

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

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 Defects Liability Period shall be extended for as long as Defects remain to be corrected.

3.2 Every time a Defect is noticed, the Contractor shall correct the Defect within the length of time specified by the Engineer in Charge.

4. Uncorrected Defects

4.1 If the Contractor has not corrected a Defect within the time specified in the Engineer in Charge's notice, the Engineer in Charge will assess the cost of having the Defect corrected, and the amount will be recovered from the Contractor.

5. Delivery / Completion of Job

5.1 Completion of entire job shall be within 3 months from date of PO / LOI.

6. Submission of Bills:

6.1 All bills along with relevant documents along with measurement Sheets/ executed Area are to be submitted to the In-charge (Maintenance department) – Angus Works of BCL, for certification of job.

7. Pricing

7.1 Bidder shall quote the prices of all items / services listed in the price bid format of the tender enquiry as specified in the Tender for delivery of the items in BCL store / completion of the work at BCL site. The prices quoted shall remain firm and fixed during the currency of the order / contract.

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

8 Taxes & Duties

8.1 Bidders must indicate proper percentage of GST of the tendered item as applicable as shown in the Part-II price bid format .

9. Terms of Payment

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

9.2 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.

9.3 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.

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

9.5 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.

10. Evaluation

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

11. Insurance

11.1 The vendor will insure the materials for all transit risks up to delivery of the materials at the final destination at its own cost.

12. Guarantee / Warranty:

12.1 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 (for GCI sheet) should be provided at the time of delivery.**

13. Performance Guarantee:

13.1 In cases vendors being NSIC, SSI, GeM 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.

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

13.3 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.

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

14. Liquidated Damages

14.1 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 Purchaser 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.

15. Corrupt or Fraudulent Practices

15.1 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.

16. Force Majeure

16.1 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

17. Arbitration

17.1 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. CMD-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

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'

"DECLARATION OF THE TENDERER"

That I / We _____ am/ are hereby visited the site at Angus Works and contacted DGM(Foundry) 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. No claim whatsoever shall be considered afterwards in this regard.

That I / We have fully read and understood scope of work & technical details and rate quoted accordingly.

We hereby confirm that the work under subject tender shall be executed in the desired time schedule, if awarded the contract.

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.

In case of any dispute, the Jurisdiction will be Kolkata only.

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: _____

Annexure B

CONFIRMATORY MATRIX

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

SI no	Description	Bidder's confirmation
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 (as applicable)	
3	To confirm submission of copies of GST & PAN registration	
4	To confirm submission of copies of work orders with completion certificates as mentioned in technical eligibility criteria	
5	To confirm that the prices are filled up in accordance with the price bid format & tender conditions.	
6	To confirm acceptance of Guarantee / warranty terms.	
7	To confirm acceptance of delivery period as given in Tender.	
8	To confirm validity of price till end of completion period	
9	To confirm submission of Annexure A & B duly filled up & signed & stamped	
10	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:

