



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,

CIN: U74210WB1976G0I030798

OPEN TENDER NO: BCL/PUR/STRUCTURE/700/AW/2018/2

Date: 20.03.2018

“SEALED TENDERS ARE INVITED IN SINGLE BID SYSTEM FOR ENGAGEMENT OF CONTRACTOR FOR CUTTING, WELDING, FITTING & FINISHING OF 700 UNITS OF OLD STRUCTURE IN WORKSHOP OF BCL WITH OPTION OF SUPPLY OF REQUIRED RAW STEEL AS PER TENDER CONDITIONS”.

1. Tender condition and issue of tender documents: Interested parties can get the tender documents from the office of GM (Co-ordination), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 43 on all working days on payment of **Rs. 1000/- (Rupees One Thousand Only)** by Bank Draft / Pay Order in favour of “Braithwaite & Co. Ltd.” payable at Kolkata towards cost of tender document. Tender documents can also be downloaded from our website 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.

The job is to be carried out at Angus Works of BCL. Bidders are requested to visit Angus 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 (Co-ordination), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 to be dropped in person / by post in **Tender Box 1** but must reach by 2.30 pm on **02.04.2018 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Bidder is required to ensure timely delivery of the tender in the specific tender box. The due date is non-negotiable & is not likely to be extended.

2. Closing of tender Box: **2.30 pm. On 02.04.2018**
3. Opening of tender: **3.00 pm. On 02.04.2018**

The offer should be submitted as a **SINGLE BID**, comprising of parts as under: -

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

Part-II : Price bid

Both Part – I & part – II shall be inserted together in a single envelope, sealed and super-scribed with Open Tender Number BCL / PUR / STRUCTURE / 700 / AW / 2018 / 2 dated 20.03.2018

Both Techno-commercial Bid and Price Bid shall be opened on **02.04.2018 at 3.00 P.M.** Tenderers may depute their authorized representative during opening of the tender.

For Braithwaite & Co. Ltd

NOTE:

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.

A. DESCRIPTION OF JOB:

Cutting, Welding, Fitting & Finishing per unit of old structure in workshop of BCL with option of supply of required steel. All works to be done as per instruction of BCL.

Quantity: **700 Units**

Venue : **Angus 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 Angus Works and contact DGM (Foundry) 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 – 'A' 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. 4.62 crores** during last three years ending on 31.03.17. Bidder must have earned net profit in any of the last three years ending on 31.03.17 and should have a net worth of minimum **Rs. 4.62 crores** as on 31.03.2017.

Audited Balance Sheet and Profit & Loss accounts for last three financial years ending **31.03.17** need to be submitted in support of above requirement.

Technical Eligibility:

1. Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **28.02.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 6.16 Cr** OR executed three similar works of Fabrication involving not less than **770 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 7.70 Cr** OR executed two similar works of Fabrication involving not less than **962.50 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 12.32 Cr** OR executed one similar work of Fabrication involving not less than **1540 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.

2. The bidder should have registration with PF, ESIC, GST. Registration Copies of the same are to be enclosed with the Bid.
3. Bidder must not have suffered bankruptcy/insolvency during the last 3 years. The bidder should submit Bank solvency certificate issued by a reputed bank in Techno-commercial Bid.

ELIGIBLE BIDDERS:

- I. The tenders for this contract will be considered only from those tenderers (Proprietorship firms, Partnerships firms, Companies, Corporations, Consortium) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause **(C) Qualifying Criteria** of this Tender.
- II. (a) Number of bidders in a Consortium shall not be more than three.
(b) A member of the Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium in the same Tender.
(c) The Tender Form shall be purchased and submitted only in the name of the Consortium and not in the name of any of the constituent member.
- III. Traditional Wagon builders or bidders who shall have a conflict of interest in the opinion of BCL are not eligible to participate in this tender. All bidders found to have a conflict of interest shall be disqualified.
- IV. Normally EMD shall be submitted only in the name of Consortium and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to the submission of specific request letter from the Lead Member stating, the reasons.
- V. Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the bidder (any member in case of JV/Consortium members) as on the date of tender submission. The bidder should submit undertaking to this effect.
- VI. One of the members of the Consortium shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the Consortium and any of the member must have met either of the Financial or Technical Eligibility criteria. (Consortium as a whole shall meet the qualifying norms in respect to the work experience and turnover requirement).

- VII.** A copy of Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted by the Consortium alongwith the Tender. The complete details of the members of Consortium, their share & responsibility in the Consortium, particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- VIII.** Once the Tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the Tender. In case the bidder fails to observe / comply with this stipulation, the full EMD amount shall be forfeited.
- IX.** Approval for change of constitution of Consortium shall be at the sole discretion of BCL. The constitution of the Consortium shall not be allowed to be modified after submission of the bid, except when modification becomes inevitable due to succession laws etc. And in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the Consortium. Failure to observe this requirement would render the Tender to be invalid.
- X.** Similarly, after contract is awarded, the constitution of the Consortium shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all the consequential penal action as per contract condition.
- XI.** Work order will be placed in the name of Consortium, or, in the name of Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the Tender.
- XII.** On issue of contract to a Consortium, a single Performance Guarantee shall be submitted by the Consortium as per tender conditions. All the Guarantees shall be accepted in the name of Consortium and no splitting of Guarantees amongst the members of Consortium shall be accepted.
- XIII.** Joint and several liabilities: - Members of the Consortium to which the contract is awarded, shall be jointly and severally liable to BCL for execution of the project in accordance with General & Special conditions of contract. The Consortium members shall also be liable jointly and severally for the loss, damages caused to BCL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- XIV.** Payments will be made to the Consortium, or, to the Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the Tender. BCL will not take the responsibility to apportion the payment among the members of the Consortium.
- XV.** Duration of Consortium Agreement: - It shall be valid during the entire currency of the contract including the period of extension, if any and the guarantee period after the work is completed.
- XVI.** Governing Law: - The Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- XVII.** Authorized member : - Consortium members shall authorize one of the members on behalf of the Consortium to deal with the Tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done and similar such action in respect of the said tender / contract. All notices / correspondences with respect to the tender / contract shall be sent only to this authorized member of the Consortium.
- XVIII.** No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that BCL in respect of the said tender / contract.
- XIX.** Documents to be enclosed by the Consortium along with the tender:
(a) In case of one or more of the members of the Consortium is/are Partnership firm(s), following documents are to be submitted.

- (i) Notary certified copy of the Partnership deed
- (ii) Consent of all the members to enter into the Consortium agreement on a stamp paper of appropriate value (in original)
- (iii) Power of attorney (duly registered) in favour of one of the partners of the Partnership firm to sign the Consortium Agreement on behalf of the Partnership firm & create liability against the firm

(b) In case of one or more of the members of the Consortium is/are Proprietary firm(s), following documents shall be enclosed:

Affidavit on stamp paper of appropriate value declaring his/her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern OR he/she is in position of KARTA of Hindu Undivided Family (HUF) and he/she has the authority, power and & consent given by other partners to act on behalf of HUF.

(c) In case of one or more of the members of the Consortium is/are limited company(s), following documents shall be enclosed:

(i) Notary certified copy of the resolutions of the Directors of the Company, permitting the Company to enter into a Consortium, authorizing one of the Directors or Managers to sign Consortium agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and / or do any other act on behalf of the company.

(ii) Copy of Memorandum of Articles of the Company.

(iii) Power of Attorney (duly registered) by the Company authorizing the person to do/act mentioned in para (i) above.

- XX.** Bidder (any member in case of consortium) must not have suffered bankruptcy/insolvency during the last 3 years. The bidder should submit undertaking to this effect in Techno-commercial 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 Angus 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.
 - ✓ The job will be done as per Pre-Inspection Sheet (PIS) as determined by Joint Inspection.
 - ✓ The job is to be carried out as per drawings provided by BCL.
 - ✓ The job shall involve stripping of worn out / damaged portions and replacing the worn out / damaged portions with new materials / items.
 - ✓ 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 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 and 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) person to execute the job.
- (ix) Safety measures are to be taken as per industrial norms

D.2. As regards raw steel, BCL will make endeavor for supply of the same to the contractor for execution of the job. In case BCL is not in a position to supply the raw steel, the contractor shall be required to procure and supply the same (in matching requirements) for execution of the job. The supplied raw steel shall be of required specification and quality. Test certificates / guarantee certificates for the raw steel, if any, shall have to be submitted along with the delivery challans. Following sections of Steel will be required for execution of job. However, this list is only indicative.

STEEL GRADE shall be IS: 2062 E250A Cu

Plate – 5 mm , 6 mm , 8 mm

Channel – (250X82) , (150X75X6.5) , (125X65X5) , (100X50)

Angle – (50X50X6)

For Sheet – 3.15 mm thick, STEEL GRADE shall be IS: 1079-2009 Gr. HR2

CONSUMABLES – All Electrodes, Gas (CO₂, Oxygen & LPG) & Paints required for the job are in the scope of the bidder.

Bidders shall note the price schedule given in this tender. The rates are to be quoted as per price bid format. The cost of steel, if procured by the contractor shall be paid to the contractor as per rate on per MT basis for steel quoted by the bidder. However, in case of supply of same by BCL, no payment shall be made to the contractor. Bidders are also requested to note the para for evaluation of lowest bid.

E. SCOPE OF BCL:

- # Internal Inspection at different stages as well as at final stage.
- # Approved Drawings.
- # Requisite raw steels (referred para D.2 of the Scope of Work)
- # All Components
- # Total Store management for different components & consumables.
- # Working Space with EOT crane (without operator & slinger)
- # Machineries like (without manpower) Shearing M/c. Radial Drill M/c, Rolling M/c, BSS, Press M/c.
- # Compressed Air.
- # Water, Electricity.
- # Working scope like Pressing, Shearing and Drilling (as per requirement).

F. METHOD OF SUBMISSION OF BID:

- (1) Tenderer should submit all papers related to their credentials, 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.
- (2) PAN, IT return copy for last 3 years ending on 31.03.2017.
- (3) License regarding engagement of workers in the contract works from Labour Department.
- (4) List of Tools and Plants available for deploying at site for the present scope.
- (5) PF, ESI, GSTIN registration copies.
- (6) **Earnest Money Deposit (E.M.D)**
 - a) Earnest Money Deposit of **Rs.2,00,000 /-** (Rupees Two Lakh Only) is required to be submitted by 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.

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

- (8) No offer will be considered without EMD except for the exemptions specified in the tender document.
- (9) There will not be any splitting of work.
- (10) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- (11) Offer should remain valid for 90 days from the date of opening of this tender.
- (12) Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- (13) Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.
- (14) The tender is not transferable.
- (15) Bidders are requested to submit their price as per the Price Bid Format given in a separate sheet.
- (16) Tender will be considered cancelled if the documents required in bids are not placed in the envelope.

(G). GENERAL TERMS AND CONDITIONS:

1) RATE:

- Rate for Labour & Consumables shall be quoted considering Scope of work and terms & conditions of the tender and as per Price Bid format.
- Bidders shall quote rate for raw steel as per price bid format depending upon the requirement if the same will be supplied by the bidders. The rates shall be inclusive of transportation and exclusive of GST.
- The quoted rate shall be valid throughout the completion of entire job.

2) **DELIVERY:**

The delivery shall start at the earliest. Contractor shall mobilize equipment & manpower within 7 days from the date of LOI. The average delivery per month shall not be less than **70 (seventy) 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 handling over the same for work to the contractor.

Completion period of the job is 10 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 AW.

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.

For payment against the procurement and supply of steel to be made by the contractor, the same shall be made on per MT basis, duly signed by BCL officials, for which MRR to be generated by BCL for steel with relevant documents like invoice, challan and test certificate. Such payments on account of steel shall be made along with the payment for structure units. The bill claiming payment for raw steel must indicate break up of GST.

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.

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 DGM (Foundry) – AW 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 for labour charge, raw steel & consumables shall be exclusive of GST as applicable.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities. The consignee for supply of Steel shall be **Angus Works** of BCL.

The addresses of the Angus Works is as follows:

Angus Works: P.O. Angus, Dist. Hooghly, Pin – 712221 West Bengal

However, for all accounting purpose, the contractor has to produce relevant Purchase orders, challans, invoices etc for all materials to be supplied by them. BCL will release dummy orders for those items/ components / consumables against which Stores will issue MRRs. The contractor has to submit MRRs along with bills for payments.

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 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 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.

Even providing Bank Guarantee, contractors are responsible for the quality of the workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for bad workmanship, the contractor shall arrange rectifying the defects / replacement wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

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 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.

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. 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.

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 **12 (Twelve) months** after acceptance of the structure by BCL authority.

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) 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.

19) 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.

20) EVALUATION OF LOWEST BID

Evaluation of lowest bid shall be made in the following manner;

- a) The price of steel quoted by bidder (as per Price Bid Format "B") on per MT basis (all inclusive) shall be taken and shall be multiplied by **2.750** for arriving at average steel requirement on per structure unit basis.
- b) The price of steel per structure unit so calculated & the price quoted by Bidder for consumables per structure unit (as per Price Bid Format "C") shall be added with the labour cost on per structure unit basis quoted by the bidder in Price Bid Format "A".**
- c) The total value as calculated as per para (b) above shall be taken into consideration for determining lowest bid in the tender.
- d) In case the L-1 Bidder does not submit unconditional acceptance /does not agree to all terms & conditions of the tender / is not technically & commercially eligible, his Bid will be rejected & next higher Bid will be considered for evaluation.

21) BRAITHWAITE & CO LIMITED RESERVES THE RIGHT TO:

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- 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.

22) QUALITY:

In case of any quality complaints related to supply, 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.

(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) 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.
- v) It is intended that bidders shall quote for the entire tender quantity

(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.
- The bid, even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, are liable to be disqualified 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 / delivery of materials or financial failures etc, in earlier works executed with BCL.
 - ✓ The bidder must not be blacklisted by any company, Board, organization or Government body.
- 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.

Price Bid.

Price Bid in 2nd part of the tender should contain only price. Both Part-I & Part -II of the tender will be opened on due date in presence of bidder's authorized representatives who wish to attend tender 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 and wherever break-up of rates have been asked, the same have to be filled up properly. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.**

1. Price Bid should be submitted in the following format. **It is mandatory to quote rates for Price Bid Format "A" "B" & "C".**
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 against each item of this tender shall remain Firm till completion of the order.

Price Bid Format:i) Price Bid Format "A"

Description	Quantity	Rate per Unit (exclusive of GST)
	(a)	(b)
Labour charges for Cutting, Welding, Fitting & Finishing etc. per unit of Structure	700 Units	

ii) Price Bid Format "B"

Description	Rate per MT (exclusive of GST)
Rate for steel plates & sheets as per specification given in this tender	
Rate for steel (structurals) as per specification given in this tender	

iii) Price Bid Format "C"

Description	Quantity	Rate per Unit (exclusive of GST)
Rate for consumables	700 Units	

For BRAITHWAITE & CO. LTD.

"DECLARATION OF THE TENDERER"

1. 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.
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:

