



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,

TEL (033) 2439-7415/4114/6613/7413, FAX: 91 (033)2439-5607 / 2439-

7632 E MAIL: braithwaiteindia.com, Website: www.braithwaiteindia.co,

CIN: U74210WB1976G01030798

OPEN TENDER ENQUIRY NO: BCL/PUR/CAPEX/INDUCTION HARDENING/AW/19 Date: 29.01.2019

Sealed Tenders are invited in Two bid system for Design, Supply, Erection & Commissioning of 250 KW/ 10 KHz IGBT based solid state power supply unit (415 V, 3 ph, 50 Hz) with Inductor, Fixture, DM water plant & other accessories in Angus Works of BCL.

1. Tender condition and issue of tender documents: Interested parties can get the tender documents from the office of Capital Purchase department, 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 Koakata towards cost of tender document.
2. Closing of tender Box: 14.30 hrs. On 11.02.2019
Opening of Part-I bid of the tender: 15.00 hrs. On 11.02.2019

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 3rd envelope, sealed & super-scribed with **Tender No. & Due Date**.

Sealed Tender, addressed to **Sr Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** may be dropped in our **Tender Box No. 1**(in case of hand delivery) or may be sent by Registered post but must reach us Positively within - **11.02.2019 up to 14.30 hrs**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. It is the responsibility of the Bidder to ensure that their offer is dropped in proper Tender Box within stipulated time.

The techno commercial bid shall be opened on 11.02.2019 at 15.00 hrs. Bidders may depute their authorized representative during opening of the tender .The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

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. 1000/- along with Techno-commercial Bid towards cost of tender documents failing which their offer will not be considered.

For Braithwaite & Co. Ltd.

Sr Manager (Purchase)

Section 1

INSTRUCTIONS TO THE BIDDERS

A. General Instructions

1 Scope of Bid

1.1 Each Bidder shall submit only one Bid.

1.2 Tender documents are not transferable.

2. Cost of Bidding

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

3. Site visit

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

B. Bidding Documents

4. Content of Tender Document

4.1 The set of Bidding documents comprises the documents listed below

Section 1 Instruction to the Bidders

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

Section 3 Terms & Conditions of contract

5. Clarification of Bid Document

5.1 For any queries on Bid documents, the prospective Bidder may contact Sr Manager (Purchase) no later than 14 days prior to deadline for submission of tenders.

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

C. Preparation of Bids

6. Language of Bid

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

7. Documents comprising the Bids

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

- i) The PRICE BID wherein the Bidder shall fill in the rates duly signed and stamped by the Bidder on each page.
- ii) The TECHNO-COMMERCIAL BID wherein the Bidder shall give all the details of techno-commercial information as asked in this tender.
- iii) 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.25000/- (Rupees Twenty Five Thousand only) as EMD in the form of crossed account payee demand draft / Pay Order drawn in favour of Braithwaite & Co Ltd. payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 90 days from the date of opening of tender. **Bids / Offers without EMD will not be considered.** EMD of unsuccessful bidders will be returned immediately after finalization of the tender and shall be interest free. In case of a successful bidder, the same shall be retained by the Company till submission of security deposit or if so decided by the bidder to be adjusted against Security Deposit for the said tender.

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

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

Part-I:Techno-Commercial Bid

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

- i) Signed & stamped Technical Bid in Original
- ii) Acceptance on clauses of Tender Enquiry, GT&C & ST&C duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable in the confirmatory matrix given in Annexure.
- iii) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed
- iv) Bidders Company Profile and Shop & Establishment registration certificate.
- v) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with NSIC / DGS & D/ MSME for the tendered job.In case of MEME vendors, they should submit the UAN number. In absence of the same, the vendor shall not be considered as MSE vendor.
- vi) Details of other statutory requirements like GST, PAN etc.
- vii) Bank details for payment by RTGS in the format enclosed.
- viii) Proof of payment of Tender Fee.
- ix) EMD as per tender conditions.
- x) The Bidder must sign the Integrity Pact as given in Annexure A & submit the same in original along with Techno-commercial Bid.

Part-II: Price Bid

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

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

Braithwaite & Co Ltd, 5 Hide Road, Kolkata 700043

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

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 Bids 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:

- 1) The Bids received after tender closing date and time.
- 2) Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.
- 3) Any alterations, overwriting observed in Price Bid or if Price Bid is found in open condition or in Techno-commercial Bid.
- 4) 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:

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

E. Bid Opening and Evaluation

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 Within 15 days of receipt of purchase order, the successful Bidder shall deliver to the Employer a Security Deposit in the form of Bank Guarantee / Demand draft / Pay order valid till completion of warranty / guarantee period for an amount equivalent to 5% of the Contract price.

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

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

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.**

Section 2

Qualifying Criteria

Financial Eligibility: Bidders should have average turnover of Rs 8.40 lakh during the last 3 years ending on 31st March, 2018. Bidders should have achieved net profit in any of the last 3 years & should also have positive networth as on 31st March, 2018. Bidders should enclose copies of Audited / Chartered Accountant certified balance sheets & profit & loss accounts for last three years ending on 31st March, 2018.

Technical eligibility: A) Bidders should have previous experience of having successfully executed similar jobs (as defined below) during last 7 years ending on 30.09.2018 as per following:

- a) Three similar works costing not less than Rs. 11.20 lakhs in each order.
OR
- b) Two similar works costing not less than Rs. 14.00 lakhs in each order.
OR
- c) One similar works costing not less than Rs. 22.40 lakhs.

Similar work means design & manufacture/supply/installation/commissioning of Induction Hardening machine with IGBT based solid state power supply unit of 250 KW / 10 KHz.

Bidders should preferably be manufacturers / authorized dealers / service providers who meet eligibility conditions as specified above. However, bidders who are not manufactures / authorized dealers but are techno-commercially eligible may also participate in the tender.

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

SCOPE OF WORK

Design, Supply, erection & commissioning of 250 KW, / 10 kHz IGBT based solid state power supply unit (415 V, 3 ph, 50 Hz) with inductor, Fixture, DM water plant & DM water circulation unit, Quench recirculation system, PLC based operator Control desk application – Induction heating of Centre Pivot assembly.

Hardening temperature 900-1000 deg C, Hardness required 300 BHN min, Case depth required – 3 mm min.

- The job is to be done at Angus Works of BCL.
- All required materials & tools & tackles are in the scope of supply of the supplier / manufacturer.
- Necessary foundation, Erection & Commissioning will be in party's scope.
- Equipments name & Specification to be displayed on each unit.
- Power supply connection from ICTP switch to panels will be in party's scope.
- Necessary earthing will be in party's scope.
- Operation & Maintenance manual to be given by supplier.
- Training to be given to operation & maintenance staff.

TECHNICAL SPECIFICATION OF INDUCTION HARDENING MACHINE

Application – Induction heating

Material to be heated- Grade C: AARM-201

Temperature 900-1000 Deg C

Hardness required – 300 BHN min

Case depth required – 3 mm min

SCOPE OF SUPPLY

M.F. Output power (KW)- 250

Input KVA for induction heating system – 300

Auxiliary KVA for AC Drive, pump – 25 KVA / 415V/3Ph/50Hz

Total KVA (induction + Aux) – 235 KVA

Line P.F.@ any power -0.99

Generator efficiency – 95%

Power supply Input Voltage (Normal Volts)-415V

Frequency – 10KHz

Rating – Continuous

Cooling water requirement -1050 LPM, 32 Deg C,3.5 Kg/Cm²

Air supply -5 CFM, 5 Bar

Cycle time (Loading, Heating, quenching, unloading)-6 minute

Capacity of DM paint -1000 Litre DM water vto first fill and 150 litre water in weekly basis.

It should consists of following parts :-

- a. 250 KW/10 KHz 1GBT based solid state power supply unit (415V, 3Ph, 50 Hz) should comply 0.99 PF all power level With 95% efficiency, Highest short circuit protection, Efficient and less Maintenance Circuit, Load resonant tank circuit, Multifunction Energy meter
- b. DM water plant and DM water circulation unit (for power supply and inductor) consisting of Water Storage tank, Plate type Heat Exchanger, Non Ferrous Pump, Resin Cartridge, Interconnecting pipes and fittings
- c. Load matching circuit components with X-Y movement
- d. Inductor must be suitable for center Pivot top assembly
- e. Fixtures must be of SS and suitable for center pivot top assembly
- f. Mechanical Handling system set must consist of :

Loading Unloading Table

Sliding assembly with pneumatic pusher

Up-down motorized movement

Motorized components rotation

SS tank

Standard Electrical Controls

Rigid Structure and robust assembly

- g. Quench recirculation system set must consist of :
 - Quench pump and piping
 - SS plate type Heat Exchanger
 - Magnetic filter
- h. External Bus Bar / Water Cooled Cables.
- i. PLC based operator control desk with touch screen display
- j. Stackable Beacon
- k. Instruction & Operation manual

BCL's Scope of Work:

- 1) BCL shall provide compressed air supply, lifting / handling equipment available at site free of cost
- 2) BCL shall provide safe storage space at the time of construction.
- 3) BCL shall provide necessary cables for power supply connection free of cost.
- 4) BCL shall provide necessary oxygen, LPG, welding electrodes including welding machine free of cost.

OPEN TENDER ENQUIRY NO: BCL/PUR/CAPEX/ INDUCTION HARDENING /AW /19

Date: 29.01 2019

PRICE BID

Sl no	Item description	unit	Qty	Basic Rate (Rs)	Transportation charges including packing & forwarding (Rs)	Basic rate + Transportation charges (Rs)	GST (%)	Total landed cost (Rs)
		(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Manufacturing & supply of Induction Hardening machine as per scope of work with all accessories in Angus works	set	1					
2	Charges for Installation, Testing, Trial operation & Commissioning	LS	1		-			
Grand total								

Amount in words (Rs _____)

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

Signature & stamp of Bidder

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

Section 3

A. General Conditions of Contract

1 Interpretation

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

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

2. Inspection

2.1 Inspection of machines will be carried out by BCL primarily at party's premises before dispatch of material. Party has to give a prior notice to the concerned Engineer in-charge to carry out the inspection. Inspection report should be enclosed with the dispatch documents. However, after unpacking or on a later date within the warranty period if a major defect is observed, it will be the responsibility of the party to replace / repair that free of cost.

2.2 If the Engineer in charge instructs the vendor 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 vendor at his own cost and shall be deemed to be included in the rates given by vendor.

3. Correction of Defects

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

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

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

4. Delivery

4.1 Supply, erection, Installation, Testing, Commissioning, Trial run of Induction Hardening machine should be completed within 16 weeks from date of PO / LOI.

4.2 Machines with standard accessories & spares are to be delivered at respective units at Angus works of BCL at Bhadreswar, Hooghly, West Bengal. All bills along with relevant documents are to be submitted to In-charge Foundry (AW). In case any clarifications are required regarding scope / specifications, bidders should contact In-charge Foundry (AW).

4.3 The supplier should ensure the unpacking and examination for any damage /defect/discrepancy/shortage and transporting and delivering the cables at site without any damage.

5. Packing

5.1 Suitable packing for all items of complete machine with all Accessories and other supplied items shall be provided to avoid any damage/loss in transit.

6. Submission of Bills / Invoices:

6.1 All invoices along with relevant documents are to be submitted to the In-charge (Foundry) of Angus Works .All supply bills shall accompany challan, dispatch document, material receipt document, TC. GC etc.

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 .

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

8.2 The Contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities. They shall have compliance regarding documentation / monthly returns to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount. BCL reserves the right to keep the payment of GST Amount on hold till receipt of ITC by BCL.

9. Terms of Payment

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

9.2 70% of the cost of supply items shall be paid within 30 days from the date of receipt of all the materials at BCL's workshop & submission of despatch documents, TC,GC, copy of MRR & accepted GST compliant invoice.

9.3 Balance 30% payment for supply along with 100% charges for installation & commissioning will be paid within 30 days after successful commissioning of the machine on submission of GST compliant invoice alongwith commissioning certificate.

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

9.4 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. Indemnity

10.1 The vendor shall indemnify BCL against all claims arising out of obligations which are under the scope of vendor. BCL shall in no way be responsible & party in respect of any breach & / or non-fulfilment of obligations by the vendor in respect of sourcing / procurement of various materials / components etc as well as regarding compliance of various statutory obligations for execution of the awarded job against the Tender. The bidder shall give a declaration to this effect along with Techno-commercial Bid.

11. Insurance

11.1 It is the responsibility of the vendor to insure all the materials for all transit risks upto delivery of the materials at the final destination at their own cost.

12. Guarantee / Warranty:

12.1 The Equipment shall be guaranteed by the Vendor for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, if any defect is found due to bad workmanship or wrong material used, the vendor shall rectify / replace or repair the same, free of cost. Relevant TC & GC should be provided at the time of delivery.

12.2 All types of spares for total machine and accessories should be available for at least five years after completion of warranty period. The supplier shall provide after sales service support during this period.

13. Performance Guarantee:

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

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 / returned to the supplier / contractor on completion of the guarantee / warranty period with full satisfaction of BCL as per the contract stipulation.

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

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 BCL beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 10% of the final Order / Contract value. Vendor / Contractor (Seller) may also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order.

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. 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

18. Jurisdiction

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

19. RISK PURCHASE

19.1 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.

ANNEXURE – A**INTEGRITY PACT DOCUMENT**
(TO BE EXECUTED IN PLAIN PAPER)**INTEGRITY PACT**

Between

The Braithwaite & Co. Ltd. (BCL) hereinafter referred to as "The BUYER",

and

_____ hereinafter referred to as "The Bidder/Contractor".

Preamble

The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for _____ with the successful bidder (s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tended process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any

information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tendered process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors

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

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

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

Section 7 – Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor/ Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairman of the Principal)

(1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this infatuation directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. **Kolkata**.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

For the Bidder / Contractor
(OfficialSeal)

Place: _____
Date: _____

Witness: 1. _____
2. _____

Annexure B**CONFIRMATORY MATRIX**

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

Sl 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 & Tender fees (as applicable)	
3	To confirm submission of copies of GST & PAN registration	
4	To confirm submission of copies of balance sheet & profit & loss account of last 3 years ending on 31.03.2018	
5	To confirm submission of copies of work orders with completion certificates as mentioned in technical eligibility criteria	
6	To confirm that the prices are filled up in accordance with the price bid format & tender conditions.	
7	To confirm acceptance of Guarantee / warranty terms.	
8	To confirm acceptance of delivery period as given in Tender.	
9	To confirm validity of price till end of completion period	
10	To confirm submission of Blank price bid indicating Quoted / Unquoted against each item.	
11	To confirm submission of Annexure A & B duly filled up & signed & stamped	
12	To confirm that the Bidder is aware that in case of deviations to Tender terms & conditions, their bid is liable for rejection.	

Signature & stamp of Bidder

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS MODE

To,
Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata – 700 043

Dear Sir,

Sub: Authorization for release of payment due from BCL through RBI – RTGS
Ref: Order Number _____ dated _____ and / or Tender / Enquiry / Letter Number
_____ dated _____

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party : _____
2. Address of the party : _____

City: _____ PIN CODE : _____
E-mail ID: _____
Permanent Account Number: _____

3. Particulars of Bank:

Bank name		Branch name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(9 Digit Code number appearing on the MICR Band of the Cheque supplied by the BANK. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name and code number)			
Account type	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>
Account Number (as appearing in the Cheque Book)			
RTGS / IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that particulars given above are correct and complete. If any transaction is delayed or not effect for reasons of incomplete or incorrect information, I shall not hold Braithwaite & Co. Ltd., responsible. I also undertake to advise any change in the particulars of any account to facilitate updation of records for purpose of credit of amount through RBI – RTGS.

Place: _____

Date: _____

Signature of the Party / Authorized Signatory
With seal:

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the bank)
Bank Seal: