



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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

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TENDER ENQUIRY NO. BCL / PUR / FAB / Sub Assemblies / 2019 /2 dt. 27.03.2019

Sealed Tenders are invited in Two bid system for Rate Contract for engagement of contractor for Preparation, Fabrication & Assembly of different sub-assemblies of BOXNHL wagons in the workshop of BCL as per tender conditions.

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

The job is to be carried out in any of the 3 works of BCL, namely, Clive Works, Victoria Works & Angus Works which will be decided on finalisation of tender.

Bidders are requested to visit Clive Works, Victoria Works & 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 **Sr. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** to be dropped in person / by post in **Tender Box No 1** and the offer must reach by **14.30 hrs on 05.04.2019 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Tenderer should ensure timely delivery of the tender in the specific box.

2. Closing of tender Box: **14.30 hrs. On 05.04.2019**
3. Opening of Part-I bid of the tender: **15.00 hrs. On 05.04.2019**

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**.

The techno commercial bid shall be opened on **05.04.2019 at 15.00 hrs**. Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

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

For Braithwaite & Co. Ltd

INTENTION OF RATE CONTRACT:

Braithwaite & Co. Ltd., (BCL) expects to receive orders from different zonal Railways for fabrication of different sub-assemblies and intends to enter into Rate Contract Agreement with contractors for carrying out the Fabrication jobs. Based on the agreed rates to be finalized subsequently from the empanelled vendors, BCL will place Purchase Orders for different jobs from time to time. For this purpose, the subject open tender is invited.

PERIOD OF RATE CONTRACT:

The Rate Contract Agreement shall remain valid for one year. BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance. Bidder's quoted rate against this tender should remain valid till such time.

(A) QUALIFYING CRITERIA:

(i) Financial Eligibility:

- ◆ Bidder should have average minimum Annual Turnover of **Rs. 7.2 Lakhs** during last 3 (Three) years ending on 31.03.2018. Bidder must have earned net profit in any one of the last 3 (Three) financial years ending on 31.03.2018 and should have positive net worth as on 31.03.2018.

Audited Balance Sheet and Profit & Loss Accounts for last 3 (Three) years ending on 31.03.2018 need to be submitted in support of above requirement.

(ii) Technical Eligibility:

- ◆ Experience of having successfully executed similar works (defined below) during last seven years ending **28.02.2019** fulfilling any of the following criteria:

Three similar executed works each costing not less than **Rs. 9.6 Lakhs** OR executed three similar works of Fabrication of **120 nos** of Sub-assemblies against each such job.

OR

Two similar executed works each costing not less than **Rs. 12.00 Lakhs** OR executed two similar works of Fabrication of **150 nos** of Sub-assemblies against each such job.

OR

One similar executed work costing not less than **Rs. 19.20 Lakhs** OR executed one similar work of Fabrication of **240 nos** of Sub-assemblies against such job.

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

Fabrication of steelwork for sub-assemblies of Rolling Stocks.

(B) METHOD OF SUBMISSION:

PART - I: Techno-Commercial Bid:

- i) Tenderer should submit all documents related to their credential as per tender eligibility criteria i.e. proof of past performance / experience for the said job, documents related to the above mentioned qualifying criteria are to be submitted in the credential part. The contractors should submit performance certificate, e.g. ICs, copies of purchase order/ completion certificate for having successfully completed the said job/ copy of certified bills/ proof of payment received from customers etc. or to submit the relevant documents as a proof to substantiate the same.
- ii) PAN and copy of IT returns filed with IT authority of last 03 years.
- iii) GSTIN No. of the vendor.
- iv) License regarding engagement of workers in the contract works from Labour Department or to submit an undertaking stating that such licence shall be arranged by the contractor within 07 days from the date of receipt of order.
- v) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2018.
- vi) Documents relating to Registration of PF & ESI.
- vii) Tenderer should submit the following declarations
 - Declaration of tender (as per format provided).
 - Tenderer have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.
 - Indemnifying BCL as given in tender document. (refer para for "Indemnity" in the tender document).
- viii) **Earnest Money Deposit (E.M.D)**
 - a. Earnest Money Deposit of **Rs. 25,000/- (Twenty five thousand only)** is required to be submitted by Crossed A/C Payee Demand Draft/ Pay Order in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items only and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.
 - b. EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
 - c. EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

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

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

PART – II: Price Bid.

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

(C) CONTRACTOR'S SCOPE:

C. 1 The successful bidder will be responsible for carrying out preparation, fabrication related jobs on labour basis of different sub-assemblies of BOXNHL wagons duly painted as per requirement along with supply of Consumables to the entire satisfaction of BCL / it's customer for the job which will include :-

- a) Traceability of materials, identification marks on each raw material, prepared material as per given lot no., marking, cutting, drilling, material handling, welding, fitting & painting etc. Traceability record as per G-72 (latest) of Indian Railways to be maintained.
- b) All work to be done as per RDSO / RITES Guidelines / Norms and approved Drawings.
- c) Preparation of Fixture, Jigs and Templates, etc for fabrication and assembly according to approved drawings for the job (as per requirement).
- d) Complete preparation of materials including all types of drilling, edge cutting, pressing, bending, etc according to requirement of job.
- e) Complete fabrication & assembly including welding. Qualified welders should be deployed to execute the work.
- f) Required grinding, chipping, spatter removing and finishing in all respect to complete the job as per requirement of RDSO / RITES Inspector & QA/BWT at the time of final inspection.
- g) Contractor is solely responsible for implementation of any sort of alteration / rectification of RDSO drawings / RITE'S drawings / guidelines during execution of job.
- h) Scope of Supply includes;
 - Components (as per requirement)
 - MIG Wire, MMAW Electrode (from RDSO approved vendors only)
 - Oxygen Gas, Argon Gas, CO2, LPG.
 - Required consumables as per requirement to complete the job.
- i) Machineries (along with accessories & maintenance wherever applicable) & Manpower includes;
 - Gas cutting set, Grinding m/c, Portable Drilling m/c, Welding m/c, Mig Welding m/c., Plazma Cutting m/c.
 - Required tools & tackles, Measuring instruments / equipments.
 - Required Drill bits, Portable Electrode Heater / Oven.
 - Electrical board (along with required wires & cables), Extension cable with board etc.
 - Required wire rope sling, pneumatic hose pipe (required nipple & clamps).
 - TIPS for CNC m/c (as per requirement).
 - Skilled labours along with experienced Supervisors to execute the job in all respect.
 - EOT Crane operators and its slingers.
 - Deploy experienced technical (Mechanical & Electrical) person to execute the job.
- j) Material testing as per guidelines of RDSO / RITES.
- k) Proper stacking of finished material as per instruction of shop-in-charge.
- l) Generated scrap to be stacked as per instruction of shop-in-charge.
- m) Empty spool should be handed over to BCL store as per instruction.
- n) Safety measures to be taken as per industrial norms.

- o) Loading of the sub assemblies on vehicles after completion and during supply to Railways. Packing materials, if required to be provided by the contractor.
- p) Contractor will be responsible for safe custody of consumables, Tools & Tackles etc. brought by them and BCL will have no liability for loss / damage to the same. Under no circumstances report of pilferage will be entertained and in the event of such incident, the cost of materials lost, if any, will be borne by the contractor.
- q) Proper stacking of materials, House Keeping, and Shop Cleaning of the workplace shall be done.

C. 2. Tentative quantities of different sub-assemblies shall be;

- i) Flap door – 10,000 nos
- ii) Side body – 2,500 nos
- iii) End body – 1000 nos

(D) BCL'S SCOPE & RESPONSIBILITY:

- RDSO Approved Drawings
- Raw Steel.
- CRF Sections.
- Compressed Air, Electricity & Space.
- EOT Crane, Shearing m/c, Radial drill m/c, BSS (without manpower and with maintenance).
- CNC m/c with operator (TIPS for CNC m/c to be provided by contractor).
- Workshops for fabrication job.

(E) EVALUATION & MODE OF ORDERING:

Evaluation of lowest bid (L-1) shall be made on the basis of receipt of lowest Total Rate per Unit separately for respective sub-assemblies as per price bid format. BCL will enter into Rate Contract Agreement with the L-1 bidder. Orders will be placed from time to time during Rate Contract validity.

Counter offer at L-1 rate shall be issued to all the other techno-commercially acceptable bidders. If the rates are accepted by them, BCL will also enter into Rate Contract Agreement with the bidders.

BCL reserves the right to split the quantity to be considered for ordering from time to time during rate contract validity period. In case splitting is decided, the same shall be in the ratio 60:40.

(F) 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. BCL reserves the right to place repeat order for maximum of 75% of the tender quantity at same rate, terms & conditions.
- iii) BCL reserve the right to terminate the order by giving 21 (twenty one) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship and materials. In case the order placed by customer on BCL is cancelled, the order to be placed by BCL against this tender will be correspondingly terminated without any financial implication on BCL.
- iv) Terms, Conditions & Specifications including amendments thereof as applicable in the contract between Railways and BCL will also be applicable to the contract resulting from this tender wherever applicable, as deemed fit by BCL.
- v) Joint venture / Consortium Bid will not be considered.

(G) GENERAL TERMS AND CONDITIONS :-

(i) RATE:

- ◆ Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format.
- ◆ The rates shall be inclusive of GST, but break-up is to be indicated.
- ◆ Quoted rate shall remain Firm till the validity period of the contract. In the event of lower rate in the subsequent tender with same scope of work applicable rate shall be lower of the above beyond the original delivery period.

(ii) DELIVERY & CONTRACT PERIOD:

Delivery period will be the essence of each contract. Delivery of any one type of sub-assembly will depend upon BCL's customer's delivery requirement which may go upto **@ min. 250 per month** duly passed by the Inspecting Agency. Contractor shall mobilize all equipments and manpower within 07 days from the date of receiving of Purchase order / LOI.

However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning. Work to be done on 24 X 7 basis and as instructed by Workshop In-charge.

(iii) PAYMENT:

Payment will be made progressively on receipt of bills after completion duly inspected by Inspection Agency (RITES/RDSO) and dispatching the same. Bills will be certified by Shop Floor In-Charge of the Unit and on receipt of corresponding payment from BCL's customer by BCL. All payments shall be released after receipt of corresponding payments from BCL's customer. No ad-hoc payment shall be made.

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

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

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

MSME vendors may avail their payment through TReDs platform.

The contractor shall submit a 'no claim certificate' along with final bill or else the payment of final bill cannot be done.

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

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

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

(v) QUALITY PLAN:

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

(vi) INSPECTION:

Inspection will be done by our internal inspectors, which at a later stage are to be ratified & passed by Inspecting Agency / RITES Inspector. The responsibility of providing complete assistance to BCL-Inspector towards getting the clearance / approval of the item from Inspecting Agency / RITES completely rests with the contractor.

(vii) TAXES & DUTIES:

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.

(H) SPECIAL TERMS AND CONDITIONS:

(i) Validity of the offer:

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

(ii) Security Deposit:

(a) For due 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.

(iii) Performance Guarantee:

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall remain valid up to the warranty period.

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

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

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.

(iv) **Liquidated Damages:**

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

(v) **Risk Purchase:**

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

(vi) **Arbitration:**

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint 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.

(vii) **Warranty:**

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

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

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

(viii) **Wastage / Scrap / Off-cuts:**

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

(ix) **Material Reconciliation:**

Contractor has to submit Material Reconciliation Statement for all materials supplied by BCL. The statement to be submitted and duly certified by BCL's representatives at the time of submission of bill for

the last 10% of prevailing ordered quantity of wagons. Material Reconciliation Statement shall be as per Format enclosed with this tender. The same is to be attached with the bill applicable for last 10% prevailing ordered quantity for release of payment. BCL shall issue dummy order for issue of M.R.R for different components & consumables which are in contractor's scope against details to be submitted by contractor. For issue of Dummy order, contractor shall submit necessary details to BCL before receipt of 1st payment.

(x) Sub-contracting:

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

(xi) 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.

(xii) 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.

STATUTORY OBLIGATIONS:

- a. The Contractor will fulfill statutory obligations under various statutes as given below or any other statutes as applicable:
 - i. Contract Labour (Regulation & Abolition) Act, 1970.
 - ii. Contract Labour (Regulation & Abolition) Central Rules, 1971.
 - iii. E.S.I. Act Scheme. Employees State Insurance Act, 1948 & Rules, Scheme there under.
 - iv. Minimum Wages Act 1948 & Rules there under.
 - v. P.F. Act, 1952, Pension Act and allied scheme. Employees provident funds & Misc. Provisions Act, 1952 and Schemes there under.
 - vi. Payment of Bonus Act, & Rules there under.
 - vii. Duty & tax related matters.
 - viii. The payment of Wages Act, 1936 & Rules there under. West Bengal Labour Welfare Act, 1974 & Rules there under.
- b. Contractor shall obtain necessary labour license issued by Labour Department, Govt. of India, for working in BCL's workshop for the tendered job for commencement of the work. Such license shall have to be submitted to BCL failing which BCL reserves the right to terminate the contract and take appropriate actions as deemed fit against the contractor.
- c. The bidders should declare that they will be complying with the provisions & statutory requirements as required and BCL shall not be responsible for such acts & omissions in the part of contractor violating statutory provisions.
- d. The Contractor shall have to comply with all statutory responsibilities under various statutes and shall be having valid Registration No. under P.F Act, ESI Act, etc. The contractor shall make statutory contributions under various Acts and submit proof of such payments along with the bills in respect of the employees engaged in BCL.

- e. 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.
- f. The contractor should make timely wages payment to workmen under them through digital mode / cheque and proof of such payment must be enclosed along with the bill.
- g. Canteen facilities, if any, shall be provided & maintained by the contractor for use of contract labour engaged by them.
- h. 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.
- i. 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.
- j. The Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause no 54 & 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed & hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / Company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under:
 - (a) Contractor shall apply for online registration of his company / firm etc in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No) for subsequent use of Portal for all LoAs issued in his favour.
 - (c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- k. While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee / Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in.

(I) INDEMNITY:

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

(J) INSTRUCTION TO BIDDERS:

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

- Covering letter for submission of offer.
- Complete set of tender documents including corrigendum, if any, duly signed on each page, as your acceptance of the tender condition & Tender Notice in Toto.
- Documentary evidence related to credentials for the bidder to establish that he fulfils the qualifying Criteria.

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

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

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- May ask for further clarification during techno-commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.
- The contractors / vendors who have already worked / working in BCL for different jobs, their performance in such jobs shall be reviewed with reference to executions, target, etc and in case the same are not found to be satisfactorily in the opinion of BCL, the offers of such bidder will be treated as techno-commercially not eligible and their offer shall not be considered for further processing. The same shall be at the sole discretion of BCL. BCL's decision in such matters shall be final and binding to the bidders and shall not be matter of dispute.
- Any subsequent changes in Scope of contract and terms & conditions, if imposed by BCL's customer in the contract with BCL, the same will be applicable on BCL's contract with the vendor for the same job.
- Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- Standard engineering practice (such as slag cleaning, spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc.) and specific advice by RDSO/ Railway Authorities are to be duly taken care of even if those are not specifically covered in the tender.
- BCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.

Part II : PRICE BID**TENDER ENQUIRY NO. BCL / PUR / FAB / Sub Assemblies / 2019 /2 dt. 27.03.2019****Price Bid Format:**

- i) Price Bid Part shall be opened only if Part –I is qualified.
- ii) Rates should be mentioned in figure as well as in words. In case of difference, the rate quoted in words shall be considered.
- iii) Quoted rate against this tender shall remain Firm till completion of the order.

Description of sub-assembly	Rate		
	Unit Rate	GST	Total Rate per unit (all inc)
Flap door fabrication for BOXNHL Wagons			
Side Body fabrication for BOXNHL Wagons			
End Body Fabrication for BOXNHL Wagons			

Note: Evaluation of lowest bid (L-1) shall be made on the basis of receipt of lowest Total Rate per Unit separately for respective sub-assemblies as per above price bid format.

For Braithwaite & Co. Ltd

To,
Sr. Manager (Purchase)
Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata – 700 043

Dear Sir,

Sub: Declaration

Ref: TENDER ENQUIRY NO.

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

- i) "We (i.e. the bidder) have fully read and understood Design, Specification, Drawings & other Technical Details and accordingly, prices have been quoted in Price Bid.
- ii) We shall indemnify BCL against all claims arising out of the obligations which are under our scope. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by us in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender.
- iii) We submit our unconditional acceptance of all terms & conditions of the tender.
- iv) We submit the break-up of price as per price bid format and submit the same along with Price bid. We understand that in case this is not submitted, the price bid will be liable for rejection.

Thanking you,

Yours faithfully,

For _____

Signature of the Bidder with seal

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS MODE

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

Dear Sir,

Sub: Authorization for release of payment due from BCL through RBI – RTGS

Ref: Order Number _____ dated _____ and / or Tender / Enquiry / Letter Number
_____ dated _____

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

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

City: _____ PIN CODE : _____

E-mail ID: _____

Permanent Account Number: _____

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Place: _____

Date: _____

Signature of the Party / Authorized Signatory

With seal:

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the bank)

Bank Seal:

