



ब्रेथवैट एण्ड कम्पनी लिमिटेड  
(भारत सरकार का एक उपक्रम)

**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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**TENDER ENQUIRY NO. BCL / PUR / FAB / BOBRNHSM1 / 400 / VW / 17 / R2 dt. 25.09.2017**

**Sealed Tenders are invited in Two bid system for engagement of contractor for Preparation, Fabrication, Assembly, Blasting & Painting of 400 Nos. BOBRN HS M1 (BMBS) Design 'K' wagon in the workshop of BCL.**

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. 1,000/- (Rupees One Thousand Only) by Bank Draft / Pay Order in favour of "Braithwaite & Co. Ltd." payable at Kolkata towards cost of tender document. Bidders who are registered with NSIC / MSME for the tendered job are exempted from submission of cost of tender document.

The job is to be carried out at Victoria Works of BCL. Bidders are requested to visit Victoria Works and to be acquainted with the facilities and site / local work. No claim whatsoever shall be considered afterwards in this regard. No deviation in the tender conditions will be entertained and BCL reserves the right to reject such offers.

Sealed Tender, addressed to **GM (Co-ordination), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** to be dropped in person / by post in the specific **Tender Box** but must reach by **14.30 hrs on 09.10.2017 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Tendered to ensure timely delivery of the tender in the specific box.

2. Closing of tender Box: **14.30 hrs. On 09.10.2017**
3. Opening of Part-I bid of the tender: **15.00 hrs. On 09.10.2017**

The offer should comprise of parts as under: -

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

Both Part – I & part – II shall be inserted separately in two (2) envelopes, sealed and super-scribed with Tender No. and Part No. These two bids shall be put in a 3<sup>rd</sup> envelope, sealed & super-scribed with **Tender No. & Due Date**.

The techno commercial bid shall be opened on **09.10.2017 at 15.00 hrs**. Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

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

**For Braithwaite & Co. Ltd.**

**(A) QUALIFYING CRITERIA-**

**(i) Financial Eligibility:**

- ◆ Bidder should have average minimum Annual Turnover of Rs. **4.77 Cr.** during last 3 (Three) years ending on 31.03.2016. Bidder must have earned net profit in any one of the last 3 (Three) financial years ending on 31.03.2016 and should have positive net worth as on 31.03.2016.

Audited Balance Sheet and Profit & Loss Accounts for last 3 (Three) years ending on 31.03.2016 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 **31.08.2017** fulfilling any of the following criteria:

Three similar executed works each costing not less than **Rs. 6.36 Cr.** OR executed three similar works of Fabrication involving not less than **2296 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 7.95 Cr.** OR executed two similar works of Fabrication involving not less than **2870 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 12.72 Cr.** OR executed one similar work of Fabrication involving not less than **4592 MT** of Fabrication against such job.

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

- a) Experience of wagon Fabrication & Assembly / sub-assembly / rehabilitation of wagons / revamping of wagons except manufacture of wagon components which are generally Bought-out items.

OR

- b) Medium structural work: General Fabrication Structures/ containers / Columns/ Ducts.

OR

- c) Heavy / Medium Structural work of infrastructure projects.

Besides, following additional conditions are applicable:

- ◆ The bidder should submit supporting document with respect to the jobs carried out as a proof of experience duly inspected by renowned inspection agencies like RDSO, RITES, Zonal Railways, Mecon, PSUs, Govt. Deptt., IRS, Lloyds, SGS or reputed private companies..

The job may be carried out either in registered wagon builders premises or any other premises duly inspected by RDSO / RITES / Railways own inspection as a sub -contractor, the bidder shall submit relevant traceable documents in support of such experience / claim.

**(B) METHOD OF SUBMISSION:**

**PART - I: Techno-Commercial Bid:**

- i) Tenderer should submit all documents related to their credential, 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.
- iii) GSTIN No. of the vendor.
- iv) License regarding engagement of workers in the contract works from Labour Department or to submit undertaking.
- v) List of details of works executed and under execution.
- vi) List of Tools and Plants available for deploying at site for the present scope.
- vii) Audited Balance Sheet and Profit & Loss Accounts for last three (3) years ending on 31.03.2016.
- viii) Documents relating to Registration of PF & ESI.
- ix) Tenderer should submit the following declarations (as given in declaration in page No. 15).
  - Unconditional acceptance of our tender terms.
  - 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).
- x) **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 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. SCOPE**

The scope of work in brief is Preparation, Fabrication, Assembly, Shot blasting & Painting of BOBRN HS M1 (BMBS) Wagons (Design K) as per RDSO specification No. WD-13-BOBRN-2011 and DRG No. WD-91071-S-50 & WD-15042-S-52 Alt 1 (or with latest revision) with scope of supply as under.

**Scope of work for Fabrication of BOBRN wagon at (Victoria Works)**

Sl. No.	Resources / Activities	BCL's scope	Agency's scope	Remarks
<b>A</b>	<b>BASIC MATERIALS</b>			
i	Raw materials: Steel	✓		
ii	Wheel & Axle	✓		
iii	CTR Bearing	✓		
iv	Bogie	✓		
v	CRF single piece hat section center sill as per Drg. No. WD-11058-S-01 Alt. 4 (or latest)		✓	
vi	Coupler arrangement (specn. No. WD-70-BD-10) with Draft gear (49-BD-08)	✓		
vii	BMBS	✓		
viii	Air brake equipment	✓		
ix	Air brake pipes & joints	✓		
x	K type brake block, Brake block Key		✓	
xi	Back stop, Nylon bush, Lock bolts		✓	

B	COMPONENTS & CONSUMABLES	BCL's scope	Agency's scope	Remarks
i	Compressed air, electricity & water	✓		
ii	RFID Tag and Lock Bolt for fitment of RFID Tag, Lock Bolts with Collars, Rivets, Fastners and other required Items (except those items enlisted in BCL's Scope).		✓	Procurement and supply as per RDSO approved drawing /specification and norms , approved QAP & WPS.  End piece of Lock Bolts will be handed over to BCL Store after Bolting.  Empty paint drums will be
iii	Pearl coke,CO2 /Argon gas ,oxygen gas, LPG		✓	
iv	All type of required primers and paints. (Procurement to be made as per norms of RDSO, wherever applicable).Thinner, Brushes, Scaffolding and any other required consumables for painting & screen prints for lettering.		✓	

v	Electrodes, MIG wire, SAW wire (procurement to be made as per norms of RDSO, wherever applicable). Empty spool will be handed over to BCL Store as per instruction.		✓	handed over to BCL Store as per instruction.
vi	Shot/Grit for blasting ,painting consumables		✓	Empty Spool will be handed over to BCL Stores as per instruction.
vii	Furnace Oil (for BSS).		✓	
viii	Required quantity of shot / grit,		✓	
ix	Complete door operating mechanism (DOM) as per Annexure I.		✓	
x	Pressing items: As per Annexure II. BCL will provide raw materials as per dimension and contractor will took away to outside agency for pressing operation as per drawing and will be return back to BCL after necessary operation. Contractor is fully responsible for expediting the pressing operations from outside agency and necessary round trip transportation charges shall be borne by the contractor itself. Contractor should maintain proper documentation accordingly.		✓	Procurement and supply as per RDSO approved drawing /specification and norms, approved QAP & WPS.
xi	NON DM Items	✓		

<b>C</b>	<b>DRAWINGS, EQUIPMENT, MACHINES, MACHINES TOOLS, FIXTURES, GAUGES, SPARES PARTS</b>	<b>BCL's scope</b>	<b>Agency's scope</b>	<b>Remarks</b>
i	RDSO approved drawing & material list	✓		
ii	EOT Crane, Shearing m/c, Radial drill m/c, Rolling m/c, BSS, Blasting m/c, CNC m/c. one no Edge cutting m/c (without manpower)	✓		Responsibility of maintenance of machines supplied by BCL lies on BCL authority however Maintenance of edge cutting m/c with required spares & manpower shall be responsibility of contractor.
iii	Gas cutting set, Portable SAW m/c, Grinding m/c, Portable Drilling m/c, Reamer m/c, Huck bolt m/c, – along with required tools and accessories. Welding m/c, MIG Welding m/c with its welding accessories and Riveting Boyer including it accessories.		✓	BCL's Equipment used should be returned to BCL in the same condition as it has been issued to them. In the event of any damage caused to the equipment during manufacturing, the same has to be repaired / replaced by the contractor at his own cost failing which BCL reserves the right to recover the same with due intimation.
iv	Required tools & tackles, Measuring instruments / equipments and Laser equipments for inspection and Painting instruments & Screens for lettering. Laser equipments will be handed over to BCL / QC after completion of the job.		✓	
v	Drill bits, Reamer bits, Portable Electrode Heater / Oven, Pressure Gauges.		✓	

vii	Electrical Panel Board, Main Switch (along with required wires & cables), Extension cable with board etc.		✓	
viii	Required wire sling rope, pneumatic hose pipe along with required Nipple & clamps		✓	
ix	Lock Bolt Machine along with tools, Lock Bolt Machine for RFID Tag Fitment and RFID Reader / Writer.		✓	
x	Service bolts as per requirement		✓	
xi	Welding M/c, Mig welding M/c with its welding accessories and Riveting Boyer including its accessories.		✓	
xii	Cutting nozzles / tips for Plasma CNC M/c.		✓	Plasma CNC M/c will be provided by BCL without manpower and with maintenance.
xiii	Maintenance of Edge cutting M/c with required spares and manpower.		✓	M/c will be provided by BCL.

<b>D</b>	<b>MANPOWER, SUPERVISION, REGULATION &amp; SAFETY</b>	<b>BCL's scope</b>	<b>Agency's scope</b>	<b>Remarks</b>
i	Skilled labours along with experienced Supervisors, EOT crane operators and its slingers.		✓	
ii	Deploy experienced technical (mechanical & electrical) person to execute the job.		✓	
iii	Safety measures to be taken as per industrial norms. All workmen should be provided with P P E (safety shoes, helmets etc. i.e. protective equipment).		✓	
iv	All work / procurement of items to be done as per RDSO's norms, approved QAP & WPS.		✓	

<b>E</b>	<b>ACTIVITIES</b>			
i	Traceability of materials, identification marks on each raw material, prepared material as per given lot no., marking, cutting, pressing, drilling, material handling, welding & fitting comes under contractors scope of work. Traceability record as per G-72 (latest) of Indian Railways to be maintained.		✓	
ii	Discharge System operation testing of every Wagon		✓	
iii	Fixture, Jigs and Templates for fabrication and assembly of BOBRNHSM1 (BMBS) wagon – preparation of all Jigs, Fixtures and Templates to be install and rectified as per requirement reference to approved drawing.		✓	

iv	Preparation of materials (all types of drilling, edge cutting, pressing, bending etc.) as per RDSO approved drawings.		✓	
v	Complete fabrication of all parts (underframe, side body, end body etc.) of wagon along with all sub-assemblies.		✓	
vi	Complete riveting / Lock bolting & Welding (MMAW / MIG / SAW) of the wagon.		✓	
vii	Preparation, fabrication & fitting of all under gear arrangement, under gear brake components, coupler components, floor plate & discharge arrangement etc. (along with necessary accessories / fittings).		✓	
viii	Fitment of Air brake equipment including Hand Brake Arrangement system, Air Brake Pipe & Pipe fittings and complete Door Operating Mechanism (DOM), etc.		✓	
ix	BMBS fitting with Bogie, Wheeling of wagon, Brake testing, Door testing & APD.		✓	
x	Fabrication, Assembly and complete welding of the whole wagon & its mounting.		✓	
xi	Complete shot / grit blasting of wagon.		✓	
xii	Spatter to be removed before painting. Cleaning of hoppers is to be done manually.		✓	
xiii	Applying putty, spray painting of the shot / grit blasted side body, end body and underframe as per RDSO norms.		✓	
xiv	Complete painting, marking and lettering (screen printing) of wagon as per RDSO approved drawing.		✓	
xv	Safety measures to be taken as per industrial norms.		✓	
xvi	Misc. repairing, grinding, chipping, finishing work of wagon as per requirement of RDSO Inspector & QA / BCL at DM stage as well as any sort of alteration / rectification as per RDSO drawing.		✓	
xv	Fitment of RFID Tag		✓	

**Any items, consumables, equipments etc. Not mention in the scope of BCL shall be considered in the scope of tenderer.**

**D. ADDITIONAL TERMS & CONDITIONS**

- i) There shall be no splitting of the tendered quantity and entire quantity shall be awarded to one contractor only.
- ii) 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.
- iii) Order quantity may vary depending upon our requirement as per the order book position /production plan to the extent of +/- 30% of tendered quantity as per discretion of BCL.

- iv) 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.
- v) 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.
- vi) Joint venture / Consortium Bid will not be considered.
- vii) It is intended that bidders shall quote for the full tender quantity. In case full tender quantities are not quoted, the offers will be rejected.
- viii) **Mode of Ordering:**  
**Two separate orders against this tender shall be issued – one for supply of Materials / Components as per Schedule B of Price Bid Format and another for Labour part as per Schedule A of Price Bid Format. The relevant terms in the above two contracts shall be stipulated. However, the contractor shall be responsible for due performance of each order as well as for overall performance of the entire tendered job. BCL reserves the right to impose penalty / other impositions as may be required irrespective of any contract due to bad overall performance or bad performance in any contract.**

#### E. 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. Rate to be quoted should be net of input credit of the materials / components which are in the scope of contractor.
- ◆ **It is mandatory to quote rates both in Schedule A and Schedule B of the Price Bid Formats given in the tender document. Bidders should give a declaration in the Techno-commercial bid stating that they have quoted rates in both the Price Bid Formats.**
- ◆ The bidder to submit the break-up of price i.e. cost of the major components in the scope of bidder as per following format and submit the same along with Price bid. In case this is not submitted, the price bid will be liable for rejection.

	Quantity	Rate (landed cost)	Total (Rs.)
CRF			
Door Operating Mechanism			
Lock bolts, Rivets, Fasteners			
RFID Tag, instrument			
Back stop ,Nylon bush			
Electrode, Mig Wire			
Paints, CO2, Argon, Oxygen, LPG			
Pearl Coke, Shot / Grit for blasting etc			
Pressing of items			

- ◆ Bidder's Quoted rate in Schedule "B" of Price Bid Format should match with the above Total Amount to be indicated in the break up rate.
- ◆ Quoted rate shall remain Firm till the original delivery period only. 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.
- ◆ Under any circumstances, no material / components will be given on loan on cost recovery basis to a contractor.



(ii) **DELIVERY:**

The delivery of the wagons shall be start at the earliest. The delivery schedule shall be as follows:

Delivery of wagons will be @ **min. 35 nos per month** duly passed/stamped (i.e. DM) by RDSO. **Completion period of job is 31<sup>st</sup> March 2018. All materials which are in the scope of contractor shall have to be supplied in a matching manner so as to meet monthly delivery requirement of wagons. Delivery of all materials have to be completed within Feb'18.**

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 of DM duly 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.

(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.

(vi) **INSPECTION:**

Stage inspection will be carried out by Quality Control Department of BCL for each wagon. Final Inspection will be made by BCL and ultimately by RDSO for obtaining DM of wagons.

(vii) **TAXES & DUTIES:**

The quoted rate for materials / components shall be inclusive of GST as applicable for respective materials i.e for goods as defined under GST rate schedule. GST@18% for labour part i.e.the service offered under contract. Bidder's quoted rate should also 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. However, in case of any downward statutory variation of above mentioned GST rates on the awarded job due to Govt. Notification, the same shall be passed on to BCL's Account.

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.

Arrangement & providing Way Bills for the materials to be supplied by the contractor shall be in the scope of contractor. Bidders shall give an undertaking in this regard in the Format for declaration.

For the components & consumables which are in the scope of contractor, the consignee shall be Clive works Braithwaite & Co. Ltd., 5 Hide Road, Kolkata – 700 043 / Victoria works

**(F) 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 after words.

(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 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.

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.

**(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 attributed 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 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.

**(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 (at page no. 19). 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 1<sup>st</sup> 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) 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.

**(G) 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 thereunder.
  - iv. Minimum Wages Act 1948 & Rules thereunder.
  - v. P.F. Act, 1952, Pension Act and allied scheme. Employees provident funds & Misc. Provisions Act, 1952 and Schemes thereunder.
  - vi. Payment of Bonus Act, & Rules thereunder.
  - vii. Duty & tax related matters.
  - viii. The payment of Wages Act, 1936 & Rules thereunder. West Bengal Labour Welfare Act, 1974 & Rules thereunder.
- 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.

**(H) 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.

**(I) EVALUATION OF LOWEST BID:**

**Evaluation of lowest bid shall be made on the basis of receipt of lowest Total Rate Per Wagon calculated in amount as per rates quoted by a bidder in the price bid Schedule 'A' plus Schedule 'B'.**

**(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.
- 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, etc, in earlier works executed with BCL.
  - The bidder must not be blacklisted by any company, Board, organization or Government body.

**(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.

## **Part II : PRICE BID**

### **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.

### **Schedule 'A' (Rate to be quoted for Materials / Components Part)**

Description	Qty	Quoted Rate (inclusive of GST)	
		In Figure	
Cost of supply of all components, consumables required for Preparation, Fabrication, Assembly, Shot blasting & Painting of BOBRN HS M1 (BMBS) Design 'K' wagon in the Victoria Works of BCL as per scope of work and terms & conditions of the tender.	400 wagons	In Figure	
		In words	

### **Schedule 'B' (Rate to be quoted for Labour Part)**

Description	Qty	Quoted Rate (inclusive of GST)	
		In Figure	
Labour charges for Preparation, Fabrication, Assembly, Shot blasting & Painting of BOBRN HS M1 (BMBS) Design 'K' wagon in the Victoria Works of BCL as per scope of work and terms & conditions of the tender.	400 wagons	In Figure	
		In words	

- Notes:**
- (i) The quoted rates shall be as per Scope and Terms & Conditions of the tender. Quoted rate shall be net of input credit of all materials / components which are in the scope of bidder.
  - (ii) Above rates are inclusive of GST applicable for the tendered materials & job as per tender condition.
  - (iii) Separate Purchase orders will be issued for Schedule 'A' & Schedule 'B' respectively.

**For Braithwaite & Co. Ltd.**

**Format for declaration**

To,  
GM (MM)  
Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata – 700 043

Dear Sir,

**Sub: Declaration**

**Ref: TENDER ENQUIRY NO. BCL / PUR / FAB / BOBRNHSM1 / 400 / VW / 17 / R2 dt.**

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 i.e. cost of the major components to be supplied by us as per format given in page no 8 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:



