



ब्रेथवेट एण्ड कम्पनी लिमिटेड  
(भारत सरकार का एक उपक्रम)

**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking)

HEAD OFF. & REG D. OFF. : 5, HIDE ROAD, CALCUTTA - 700 043,

TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413.

E-mail : braithwaite\_co@yahoo.com, FAX : 91 (033)2439 7632 / 2439 5607

To,  
M/s.

**TENDER ENQUIRY NO. BCL/ CAP/ 2011/ 12/ 14 dated 13.03.2012**

**Sealed Tenders are invited in Two bid system for REVAMPING of two nos Loco shunters in CLIVE WORKS as per tender conditions.**

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.500/- (Rupees Five Hundred Only) either by cash or by Bank Draft / Pay Order in favour of "Braithwaite & Co. Ltd." payable at Koakata towards cost of tender document.

The job is to be carried out at Clive Works of BCL. Bidders are requested to visit respective Works and to be acquainted with the facilities and site / local work. No claim whatsoever shall be considered afterwards in this regard.

2. Closing of tender Box: 14.30 hrs. on 27.03.2012  
Opening of Part-I bid of the tender: 15.00 hrs. on 27.03.2012

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.**

Sealed Tender, addressed to **Sr Manager ( Project & Maintenance), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** may be dropped in our **Tender Box No. 3** (in case of hand delivery) or may be sent by Registered post but must reach us Positively within 27.03.2012 (**due date**) **up to 14.30 hrs.** No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

The techno commercial bid shall be opened on 27.03.2012 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. 500/- along with Techno-commercial Bid towards cost of tender documents failing which their offer will not be considered.

**For Braithwaite & Co. Ltd.**

**P.P. Dutta**  
**Sr Manager ( Project & Maintenance)**

**Section 1**

**INSTRUCTIONS TO THE BIDDERS**

**A. General Instructions**

**1. Scope of Bid**

1.1 Each Bidder shall submit only one Bid.

1.2 Tender documents are not transferable.

**2. Cost of Bidding**

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

**3. Site visit**

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

**B. Bidding Documents**

**4. Content of Tender Document**

4.1 The set of Bidding documents comprises the documents listed below

Section 1 Instruction to the Bidders

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

Section 3 Conditions of contract

**5. Clarification of Bid Document**

5.1 For any queries on Bid documents, the prospective Bidder may contact Sr Manager ( Project & Maintenance) 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 communicated to all prospective Bidders who have purchased the Bid documents & also 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 Bidders may also be asked to provide price of a list of spares required for operation & maintenance for 2 years for a newly procured / reconditioned machine. In such cases, bidders should indicate the price of such spares in a separate sheet. These prices, unless specifically mentioned in tender, will not be considered for bid evaluation. However, BCL reserves the right to procure the spares from the successful bidder at a later date during currency of the contract.

8.3 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.

8.4 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 120 Days from the tender closing date.

## **10. Earnest Money Deposit (EMD)**

10.1 Bidders shall furnish Rs.50000/- (Rupees Fifty Thousand only) as EMD in the form of crossed account payee demand draft / Pay Order drawn in favour of Braithwaite & Co Ltd. payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. **Bids / Offers without EMD will not be considered.** EMD of unsuccessful bidders will be returned immediately after finalization of the tender and shall be interest free. In case of a successful bidder, the same shall be retained by the Company till submission of security deposit or if so decided by the bidder to be adjusted against Security Deposit for the said tender.

10.2 Bidders registered for the tendered items with DGS & D, SSI units registered with NSIC and PSU units / RDSO approved vendors may be exempt 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 & preferably in two (02) copies.

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) 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) The party should give an undertaking that they have submitted the List of Spares & / or prices of spares wherever required / asked to submit.
- v) List of equipment held by them alongwith details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities ( In case of service / job / labour contracts only).
- vi) Bidders Company Profile and Shop & Establishment registration certificate.
- vii) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with NSIC / DGS & D/ RDSO for the tendered job .
- viii) Details of other statutory requirements like VAT / service tax registration no, PF, ESI, PAN etc.
- ix) Bank details for payment by RTGS in the format enclosed.
- x) Proof of payment of Tender Fee.
- xi) EMD as per tender conditions.

## **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 the undersigned well before the due date and time. Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained by BCL. No offer shall be accepted after closing of Tender Box.

## **13. Deadline for Submission of the Bids**

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

13.2 The Employer 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 supply spares / 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 items stated in 'CONFIRMATORY MATRIX'.

## **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.

18.2 Wherever all or most of the bidders quote equal rates & cartel formation is suspected, BCL reserves the right to place order on one or more bidders with exclusion of the rest without assigning any reasons thereof.

18.3 BCL also reserves the right to select one or more bidders as per clause 11.2 above on the basis of lottery to be done in BCL in presence of such bidders who have quoted equal L1 rates.

## **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 10% 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.

**Section 2**

**Qualifying criteria**

**Financial Eligibility :** Bidders should have average turnover of Rs 8.4 lacs during the last 3 years ending on 31st March, 2011. Bidders should have achieved net profit in any of the last 3 years & should also have positive networth as on 31<sup>st</sup> march, 2011. Bidders should enclose copies of Audited / Chartered Accountant certified balance sheets & profit & loss accounts for last three years ending on 31<sup>st</sup> march, 2011.

**Technical eligibility:** A) Bidders should have previous experience of having successfully executed / executing similar jobs ( as defined below) during last 7 years ending on 31.12.2011 as per following :

- a) Three similar works costing not less than Rs. 11.2 lakhs in each order.  
OR
- b) Two similar works costing not less than Rs. 14.0 lakhs in each order.  
OR
- c) One similar works costing not less than Rs. 22.4 lakhs .

Similar work means revamping / reconditioning / repairing of loco shunters or similar diesel operated material handling equipments or manufacturing of loco shunters / diesel operated material handling equipment or annual maintenance contracts of similar equipments.

Bidders should enclose work completion certificate & purchase orders in support of above technical eligibility criteria.

**TECHNICAL SPECIFICATION & SCOPE OF WORK**

**Specification :**

Model no : DL – 125 – B6 – CD

SI No : 301 ( for E 75)

Make : SAN ENGINEERING & LOCOMOTIVE COMPANY, BANGALORE,

Scope of work for Loco shunter E 75

The shunter is not in operating condition. Several parts are lying dismantled. Several parts are beyond repair. The job is to overhaul different parts of the shunter, replacement of different unusable components & put the shunter back in operation.

- A. Complete overhauling of Engine – Engine should be thoroughly overhauled which includes replacement of air cleaner, lube oil & fuel filters, replacement of all gaskets, oil seals & other necessary kits, replacement of engine oil of proper grade, repairing of lube oil, fuel & water circuit including replacement of leaky pipes (there should not be any leakages in any circuit ), overhauling of water pump, lube oil pump & fuel pumps including calibration wherever required ( all bushes, gaskets, oil seals etc are to be replaced), replacement of fan belts, alignment of engine, radiator mountings & accessories, thorough repair & servicing of the exhaust lines & silencers.  
New Radiator assembly to be provided. Replacement of corrosion resistor to be done. Valves to be checked & adjusted. Tappet clearance to be checked & adjusted. All gauges are to be replaced.
- B. Electrical system – This should include complete rewiring of all electrical circuits with new wires ( 1.1 KV grade PVC insulated stranded copper wire of Finolex / National / Polycab should be used) . New batteries, self starter, dynamo & all the indicating meters are to be provided. All contact kits ( moving & fixed) are to be replaced. All switches are to be

replaced. New head light, cab light, gauge lights, warning & indication lights, cab fans are to be provided. All materials are to be supplied by party.

- C. Complete overhauling of air brake system – Total air brake system & compressor to be overhauled. Compressor alignment to be done including replacement of mounting bolts. Compressor oil to be replenished & suction & delivery valves to be overhauled. All pipes to be checked & repaired. If required, some of the pipes are to be changed. Compressor unloading system to be serviced. Overhauling of brake cylinder to be done including replacement of all kits, gaskets etc. Total brake unit to be thoroughly serviced. Brake shoes to be replaced. Worn out brake blocks to be repaired thoroughly & to be replaced, if required.
- D. Power transmission system – Complete overhauling of control throttle levers, gear box , forward/ reverse motion control, differentials & other parts of the transmission unit to be done. Old bearings are to be replaced as far as possible. Complete overhauling of torque converter & axle including linkage to be done. All worn out parts are to be replaced. Chain should be replaced . After overhauling, entire transmission unit to be fitted back with necessary alignment. All materials should be supplied by party.
- E. Lubrication system – Thorough servicing of lubrication system to be done including replacement of pipelines, wherever required. Lub oil to be replaced. All types of oil, grease are in the scope of party.
- F. Wheels – Wheel unit to be overhauled & repaired thoroughly. The job includes dismantling of wheels from shafts, supply & installation of new bearings, thorough servicing of bearing housing including supply of one set & assembling of wheel unit after overhauling. All necessary cleaning, greasing are to be done by party at their own cost.
- G. Miscellaneous systems – Driver's cabin & general body to be thoroughly repaired. Undercarriage parts should be thoroughly serviced & repaired. Buffer units should be overhauled including repairing as far as possible. All gauges in the dash board are to be replaced. Any worn out portion should be repaired by the party including supply of materials. All fabrication work required for completion of work are in scope of the party.
- H. Painting – After overhauling, the shunter is to be painted in golden yellow & black after proper scraping & application of primer.
- I. Spares – Party should submit a list of recommended spares to be kept for smooth running of the loco-shunter for 2 years. Price of such spares should be submitted in Price Bid in a separate sheet. BCL may procure those spares at a later date within warranty period.

#### Scope of work for Loco shunter E 76

The shunter is under operation. Different parts of the shunter are to be thoroughly overhauled / serviced as described below.

- A. Engine – Engine should be overhauled. Following checking & repairing should be done
  - Leaks in fuel system including fuel tank
  - Cylinder head joints & different manifold joints
  - Fuel oil, lub oil & water leaks
  - Air cleaner to be cleaned or checked.
  - Air line connections for leaks
  - Tension of all drive belts.
  - Lub oil, lub oil filter & fuel filter to be changed.
  - Checking & replacement of gaskets & O-rings.
  - Checking & replacement of corrosion resistor.
  - Checking, repairing & calibration of fuel pump ( as required).
  - Checking of engine mounting bolts.
  - Servicing of injector & adjustment of torque.
  - Checking & adjustment of valves; tappet clearance to be checked & adjusted.
  - Checking, cleaning & repairing of radiator assembly, lub oil cooler, water pump, exhaust line with silencer.
  - Checking & necessary repairing of battery, self starter, alternator & total wiring.



- Checking & replacement of all gauges & meters wherever required.
- B. Air Brake system –Air brake system should be thoroughly serviced. Following jobs to be done :
- Checking of compressure mounting bolts; oil level of compressor to be checked (necessary topping up should be done with proper grade of oil); suction & delivery valves should be cleaned. All pipes of compressors are to be checked & cleaned.
  - Unloader valve to be checked & repaired, as required.
  - Piston travel of brake cylinder to be checked.
  - Brake blocks to be checked for wear & tear. Necessary rectifications should be done.
  - Brake shoe & its release to be checked.
- C. Forward / reverse control – Servicing should be done with checking of operation. Proper lubrication should be done.
- D. Torque converter – Following jobs to be done :
- To check torque converter, oil cooler & pipelines for defects & leaks & rectification of defects.
  - Fluid level in sump should be checked & necessary topping up should be done.
  - Torque converter fluid pressure to be checked.
  - Clutch operation to be checked.
- E. Control Throttle – Control throttle lever to be checked & adjusted as necessary.
- F. Transmission / Gear Box – To check i) coupling screws, ii) final drive flange bolts, iii) transmission mounting bolts, iv) oil leaks with necessary rectification, v) oil level in gear box with necessary topping up.
- G. Chain Tension – Power transmission chain to be checked & tension to be adjusted. If required, chain should be replaced.
- H. Axle boxes – Axle boxes to be checked & properly lubricated. If bearings are found to be defective, they are to be replaced.
- I. Wheels – Wheels to be checked & thoroughly serviced.
- J. Electrical – All electrical connections should be checked & rewired wherever necessary. All meters after servicing should be in working condition. Necessary replacements should be done. Operation of all indicating lamps, head lights, cab lights, gauge lights, warning lights, cab fans should be checked. All necessary replacements should be done.
- K. Miscellaneous – All gauges in dash board after overhauling should be in working condition. Necessary replacements should be made. After servicing, the shunter is to be painted in golden yellow & black after proper scraping & application of primer.

## **Terms of payment**

1. No advance payment will be given.
2. Payment will be made within 30 days from the date of acceptance of bills.
3. Payment against submission of bills will be made as per following :
  - 100% of total order value including taxes & duties will be released after successful commissioning & trial run of each of the shunters. Trial run will be carried out with full load & for continuous 2 hours of operation. Testing will be done for 15 days.
4. Statutory deductions like Income Tax etc will be made from the payment at source from the supplier's bill.
5. Bidders can also opt for payment through RTGS mode in case total order value exceeds Rs 10 lacs & for this purpose, they shall submit necessary details in the mandate form enclosed with this tender. Bidders should indicate the same in their techno-commercial bid.

**TENDER NO : BCL/ CAP/ 2011/ 12/ 14**

PRICE BID

**Part A ( E 75 )**

| Sl no | Item description  | unit | Qty | Rate | Total | ST | Total cost |
|-------|---|------|-----|------|-------|----|------------|
| 1     | Complete overhauling of engine as given in scope of work                                    | set  | 1   |      |       |    |            |
| 2     | Complete rewiring of Electrical system including supply of battery, self starter etc        | set  | 1   |      |       |    |            |
| 3     | Complete overhauling of air brake & power transmission system                               | set  | 1   |      |       |    |            |
| 4     | Complete overhauling & repairing of the wheel unit including supply items as given in scope | set  | 1   |      |       |    |            |
| 5     | Charges for miscellaneous jobs including painting & commissioning of shunter                | set  | 1   |      |       |    |            |
| G1    | GRAND TOTAL   |      |     |      |       |    |            |

**Part B ( E 76)**

| Sl no | Item description  | unit | Qty | Rate | Total | ST | Total landed cost |
|-------|---|------|-----|------|-------|----|-------------------|
| 1     | Complete overhauling of engine as given in scope of work                                    | set  | 1   |      |       |    |                   |
| 2     | Repairing / rewiring of Electrical system including necessary replacements as per scope     | set  | 1   |      |       |    |                   |
| 3     | Complete servicing of air brake & power transmission system as per scope                    | set  | 1   |      |       |    |                   |
| 4     | Charges for other mechanical repairs as given in scope, painting & commissioning of shunter | set  | 1   |      |       |    |                   |
| G2    | GRAND TOTAL   |      |     |      |       |    |                   |

G1 + G2 = \_\_\_\_\_

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.

3. Bidders shall take MODVAT / CENVAT benefits into their account for input materials &amp; accordingly prices shall have to be quoted.

4. Service tax wherever applicable should be indicated in the Taxes column of Price Bid.

5. L1 evaluation will be done on the basis of lowest rate quoted in G1 + G2.

6. Bidders should attach a separate sheet giving the list of recommended spares with their price &amp; submit it in the Price Bid.

Signature &amp; stamp of Bidder

**Annexure**

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

| <b>Sl no</b> | <b>Description</b>  | <b>Bidder's confirmation</b> |
|--------------|---|------------------------------|
| 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 that he has visited the site (in case given in tender conditions) & understood & accepted the technical specifications.  |                              |
| 3            | To confirm that the prices are filled up in accordance with the price bid format & tender conditions.   |                              |
| 4            | To confirm acceptance of Guarantee / warranty terms.  |                              |
| 5            | To confirm acceptance of delivery period as given in Tender.  |                              |
| 6            | To confirm meeting eligibility criteria & submission of documents towards meeting technical evaluation criteria.  |                              |
| 7            | To confirm validity of price till end of completion period  |                              |
| 8            | To confirm submission of Blank price bid indicating Quoted / Unquoted against each item.  |                              |
| 9            | To confirm submission of bank details   |                              |
| 10           | To confirm submission of documents relating to statutory requirements (Details like PAN no, ESI no, ST registration no etc as required should be indicated in a separate sheet & enclosed with Techno-commercial Bid. |                              |
| 11           | To confirm submission of EMD & Tender fees ( as applicable)   |                              |
| 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

## **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. Personnel**

2.1. The Contractor shall employ the key personnel to carry out the functions stated in the Schedule or other personnel having relevant experience & competence.

2.2. If the Engineer in Charge of BCL asks the Contractor to remove a person who is a member of the Contractor's staff or his work force the Contractor shall ensure that the person leaves the Site and has no further connection with the work in the Contract.

#### **3. Instructions**

3.1 The Contractor shall carry out all instructions of the Engineer in Charge which comply with the applicable laws where the Site is located.

#### **4. Working Hours**

4.1 While working in a site, the contractor should generally follow the working hours as followed by that particular site. Unless in extreme urgencies or instructed by BCL authority, none of the work permanent in nature should be carried out after working hours & before 8.00 AM or during the night or Public Holidays. Request for permission for working on Sundays / holidays or night shift or any time beyond normal working hours, if required, should be submitted prior to the date of holiday, to Personnel department and Security through concerned Dept.

4.2 All work at night, if required, and approved by the Engineer, shall be carried out without unreasonable noise and disturbance.

#### **5. Health & Safety**

5.1 The Contractor shall at his own Cost comply with all precautions as required for the safety of the workmen as far as they are applicable to the Contract and shall at his own expense arrange for all the safety provisions as per the safety codes of Bureau of Indian Standards, The Electricity Act and such other Acts as applicable. The Contractor shall observe and abide by all fire and safety regulations of BCL before starting and during execution of the Works. The Contractor shall provide all necessary personal safety equipment to the workmen and staff and ensure the use of same by them during the period when the work to be performed by him, his agents or labours.

5.2 In the event of any accident happening in BCL premises resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the company and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. BCL, under any circumstances, will not be held responsible for such accidents or loss of lives.

## **6. Inspection**

6.1 When Inspection during manufacture or before delivery or dispatch is required, notice shall be sent by the Contractor to the Engineer in Charge / Inspecting Officer when the material to be supplied are ready for inspection and test, and no material shall be delivered or dispatched until the Inspecting Officer has certified that such materials have been inspected and approved by him. At least seven days notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of materials will be made as soon as practicable.

6.2 If the Engineer in charge / Inspecting Officer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect, all such test/tests shall be carried out by the Contractor at his own cost and shall be deemed to be included in the rates given by Contractor.

## **7. Correction of Defects**

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

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

## **8. Uncorrected Defects**

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

## **9. Delivery Period / Completion Schedule**

9.1 The Contractor shall as may be required by the Purchaser either deliver at the place/places detailed in the contract, the quantities of the materials detailed therein and the materials shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the Inspecting Officer as provided in the contract.

9.2 It is paramount that the Contractor shall constantly plan his work so as to most efficiently utilize all or any available part or parts of the site, any completed part or parts of another Contractor's works or supply which is to be integrated into the Contract Works (if any), the available drawings and all others matters as are available to him, as well as his own resources in order to avoid or reduce any standstill and down time. Immediately after receiving purchase order the contractor shall submit a program to the Engineer in charge for approval.

9.3 In event that the Contractor cannot commence or proceed with a particular part of the Contract Works as per the program furnished to BCL in accordance with above, for any reason whether attributed to the Contractor or not, the Contractor shall be obliged to reschedule and proceed with other parts of the Contract Works at no costs to the Employer to ensure that the completion date of the Contract Works will be met

9.4 Should the Contractor fall behind any program submitted, due to any act, default, neglect or omission of the Contractor and requires overtime, night work or shift work and /or an increase of man power and/or construction plant to regain the scheduled progress (whether or not instructed by the Employer), the cost of such measures shall be borne by the Contractor.

## **10. Pricing**

10.1 Bidder shall quote the prices of all items / services listed in the price sheet 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.

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

## **11 Taxes & Duties**

11.1 Bidders must indicate the taxes & duties applicable for the work and quote the amounts of Taxes and Duties as applicable separately as shown in the Part-II price bid format .

## **12. Terms of Payment**

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

12.2 Payment terms should be followed strictly as per terms and conditions as given in Payment terms in Section 2 of Bid documents.

12.3 Payment will be made for actual quantities of work executed and submission of documents to the user department of BCL.

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

## **13. Indemnity**

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

## **14. Insurance**

14.1 The vendor will insure the materials for all transit risks upto delivery of the materials at the final destination at its own cost.

## **15. Guarantee / Warranty:**

15.1 The supplier shall guarantee that all cables supplied are free from any defect due to defective material & that guarantee should be valid for at least 12 months from the date of actual delivery. During this period, if any defect is found due to bad workmanship or wrong material used, the vendor shall replace or repair the same, free of cost. Relevant TC / GC should be provided as per rules.

## **16. Performance Guarantee:**

16.1 Sometimes in purchasing or job contract it may become necessary to have a Bank Guarantee to back the warranty obligations of the firm in terms & conditions of the contract. In such cases & in respect of vendors being NSIC, SSI, 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.

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

16.3 The value of the PBG will be 10% of the contract value or 30 lacs maximum, whichever is lower, for supply items as well as job contracts. The performance bank guarantee shall remain valid till the end of warranty period.

16.4 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.

## **17. Liquidated Damages**

17.1 Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 10% of the final Order / Contract value. Vendor / Contractor (Seller) may also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order.

## **18. Corrupt or Fraudulent Practices**

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.

## **19. Force Majeure**

19.1 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

## **20. Arbitration**

20.1 All questions, disputes or difference whatsoever shall arise between the purchaser & the supplier upon or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference & the same shall be referred to the adjudicator of sole arbitrator. Managing Director shall have the right & 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.

## **21. Jurisdiction**

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

## **B. Special Conditions of contract**

- 1. Supply of various cables as described in the schedule should conform strictly to the specification given.
- 2. Supplier should provide necessary manufacturer's instructions in conformity with the relevant codes, rules and regulations.
- 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.

4. The supplier is responsible for necessary action if the material supplied is having any defect/damage/discrepancy/shortage. The supplier, on his initiative, on receiving the complain, should replace the defective materials. The service of supplier's personnel, if required during this period shall be made available free of cost.
5. **Delivery** : Delivery of items should be completed within 30 days from date of PO / LOI except item no 1.3 & 2.1 of Clive works where delivery of the cables should be made in a phased manner in a maximum of 3 installments (not more than 50% & 30% in the first & second installments respectively). The total delivery should be completed within 3 months from the date of PO / LOI. In such cases, RA bills may be submitted by party & bill will be certified against actual quantity received.
6. Cables are to be delivered at respective units at Clive works of BCL at 5, Hide Road, Kolkata 700043 & Angus works of BCL PO Angus, District – Hooghly, PIN 712221, West Bengal. All bills alongwith relevant documents are to be submitted to In-charge (Maintenance) of respective units. In case any clarifications are required regarding scope / specifications, bidders should contact Sr manager – Project & maintenance for CW / VW or DGM-Maintenance(AW) for AW.
7. **Packing / Marking** : Cable shall be supplied in standard quantity wound on non-returnable wooden drums of good quality. The cable drum shall carry the following information : manufacturer's name, type of cable & voltage grade, nominal cross-sectional area of conductor, length of cable on drum, number of lengths on drum, approximate gross weight, year of manufacture.
8. The quantities are all tentative & may increase / decrease according to requirement.
9. **Inspection** : Inspection of material's will be carried out primarily at party's premises before dispatch of material. Party has to give a notice to the concerned Engineer in-charge / Inspection officer 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 defect is observed in the cable, entire length of that defective cable in that particular drum should be replaced by the party free of cost.
10. **Delay in supply**: Delivery should be completed within the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier shall pay a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 10% of the final Order value which will be deducted from their bill.
11. **RISK PURCHASE** : In the event the supplier has failed to deliver or dispatch whole of the materials or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by BCL from elsewhere at the risk and the cost of the vendor. The purchaser at his option will be entitled to terminate the contract and vendor shall be liable for any loss which the BCL may sustain by reason of such risk purchases.



**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: