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P.O. Box No. 264, Kolkata - 700 001 (West Bengal)
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Website: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/D-1763/WR/ITEMS/2148/3129	Date	16.07.2016
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NOTICE INVITING TENDER

Sealed Tenders under **two-part bidding system** (i.e. Techno-Commercial Bid & Price Bid) are invited from vendors who are technically & financially capable for supply of various "items" and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01	NAME OF THE WORK	Manufacture and Supply of various "Items" as mentioned in " SOW-1 " / " BOQ-1 " for repair of 3400 'C' category and 10500 'B' category Railway Wagon at Railway's Wagon Centre, Mughalsarai under East Central Railway, Hajipur.
02	QUANTITY	As Per BOQ (1)
03	COMPLETION PERIOD	To be supplied in 3 (three) phases within a period of 06 (six) months from the date of Order.
04	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.5,000/- (Rupees five thousand only) by Pay Order/ Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. SSI Units with NSIC registration are exempted from submitting tender fee.
05	EARNEST MONEY DEPOSIT	Rs.6,00,000/- (Rupees six lac only) by Pay Order/ Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. SSI Units with NSIC registration are exempted from submitting EMD.
06	ISSUE OF TENDER DOCUMENT	Between 18.07.2016 and 18.08.2016 during office hours at BBJ's Registered office. The tender documents may also be downloaded from the websites www.bbjconst.com or www.eprocure.gov.in (CPP Portal). "Corrigendum", if any, will appear in BBJ's website only and shall not be published in any newspaper.
07	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 15:00 Hrs. on 18.08.2016 at BBJ's Registered office.
08	OPENING OF TENDER (TECHNO COMMERCIAL PART)	On 18.08.2016 AT BBJ's Registered office AT 16:00 Hrs.

(A.Neogi)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

1.	<u>SUBMISSION OF BID</u> : - Tenders to be submitted in TWO PARTS : -
a)	<u>TECHNO-COMMERCIAL PART</u> : - The techno-Commercial will consists of the following:
i)	<u>TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES.
ii)	<u>TECHNO COMMERCIAL PART</u> : - The Techno Commercial Part should contain the following documents, which to be submitted with the offer: - (a) Manufacturer(s) is/are entitled to submit their offer (b) Copy of VAT Registration Certificate. (c) Copy of PAN (d) Copy of valid RDSO approval certificates for the tendered items (e) Copy of valid Trade License (f) Copy of relevant documents/ experience certificate showing past experience in respect to Clause no. 1.0 of "SCC-1" for supply of tendered items (ref. "SOW-1") as per RDSO Drawings & Specifications. (g) Audited Balance Sheet and Profit & Loss A/c alongwith IT Return for last three FY ending 31 st March, 2016
b)	<u>PRICE-PART</u> : - The price bid will be opened based on techno commercially acceptable bidders. Properly filled up bill of quantities duly sealed and signed to be put in a sealed envelope super scribing "TENDER NOTICE NO." and "PRICE PART". Make and Model No of the machine to be mentioned in the price bid. The above 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope super scribing " <u>TENDER NOTICE NO.</u> " to be submitted to BBJ.
2.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
3.	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/ agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
4.	The tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for Dy. General Manager (P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
5.	<u>VALIDITY OF TENDER</u> : – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

SOW-1

SCOPE OF WORKS

1.0 Supply of various "Bought Out Items" as per RDSO Drawing no. & Specifications:

Sl. No.	Item Description	RDSO Dwg. No./Spec.	Qty.	Unit
01	Corner Stanchion	WD-80007-S-06	95	Nos.
02	Side Stanchion	WD-80007-S-17, consists of 10 items Alt.-15.	4855	Nos.
03	Door Mediator	Component Arrangement: WD-90007-S-01 & WD-80007-S-05. Doorway Crossbar Assembly (consists of 7 items): WD-80007-S-05, Alt.-23. Item no. 2 – 1 no., Item no. 15 – 2 nos., Item no. 14 – 1 no. & Dwg. No. WD-90007-S-1, Alt.-13, Item no. 2 – 4 nos., Item no. 8 – 2 nos., Item no. 14 – 4 nos., Item no. 15 – 2 nos. i.e. total 7 items in assembled condition.	6314	Nos.
04	Door	WD-90007-S-1, Item no. 1 to 11 Alt.-13.	7266	Nos.
05	Door Hinge Foot	IRS Dwg. No. W/DW-287, Alt.-6	1168	Nos.
06	Ladder Component			
	(a) Ladder Hand Hold	WD-80007-S-06 Item-8, Alt.-16. Material Specifications – IS:1239, Part-1	238	Nos.
	(b) Ladder Pipe	WD-80007-S-06 Item-7, Alt.-16 Material Specifications – IS:1239, Part-1	11900	Nos.
	(c) Foot Step	WD-80007-S-10 Item-34, Alt.-21	2380	Nos.
07	Pershad Label Holder	WD-80007-S-05 Item no.-10, Alt.-23. Ref. Dwg. W/ML-11	4760	Nos.
08	Door Lock Component	Bracket & Pin	77840	Nos.
		Gravity Cotter with Rivet	13580	Nos.
09	Door Checking Spring	WD-90007-S-01	4082	Nos.

Note:

1. Aforementioned quantity is to be distributed in 60%-40% ratio between L1 & L2 bidders, matching the L1 price.
2. Steel material specifications of assembly/ sub assembly/ components as mentioned in above referred respective drawings/sketches for steel fabricated items wherever applicable to be revised as per RDSO's letter no. MW/Specification dated 31.01/01.02.2013 (copy at Annexure – "A")
3. Inspection Authority: RITES/ East Central Railway, Hajipur.
4. Inspection procedure as applicable for Railway supply to be followed by RITES.

SPECIAL CONDITION OF CONTRACT

1.0 ELIGIBILITY CRITERIA:

- 1.1 The bidder must submit relevant documents/ experience certificate showing past experience in respect of manufacture and supply of tendered items (ref. "SOW-1") as per RDSO's drawing & specifications during last 7 (seven) years ending 31st March, 2016.
- 1.1.1 Such experiences should cover manufacture & supply of 01 (one) similar order of value not less than **Rs.480.00 lac**.
- OR
- 1.1.2 02 (two) similar orders having each value not less than **Rs.300.00 lac**.
- OR
- 1.1.3 03 (three) similar orders having each value not less than **Rs.240.00 lac**.

Copies of orders along with completion documents are to be submitted.

- 1.2 Vendors should either be a registered firm and should have a minimum average annual financial turnover of **Rs.180.00 lac** in last 3 (three) financial years and should submit audited Balance Sheet and Profit & Loss Account for last three years ending 31st March, 2016.
- 1.3 Vendor should have earned net profit in any of the above last three years.
- 1.4 **Earnest Money Deposit:**

Deposit of EMD amounting to **Rs.6,00,000/-** (Rupees six lac only) may be made in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

2.0 DISTRIBUTION OF ORDER

The order shall be distributed in the following manner;

- o **L1 Bidder – 60%** (sixty percent) of the job value.
- o **L2 Bidder – 40%** (forty percent) of the job value.

In such scenario L2 bidder shall have to accept the price quoted & accepted by L1 bidder. In case L2 bidder does not accept the L1 price, the offer shall be passed on to the next bidder who will accept the L1 price.

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SPECIAL CONDITION OF CONTRACT

3.0 COMMENCEMENT & DELIVERY SCHEDULE

Supply should commence within **15 (fifteen) days** from the date of LOI/ Order and entire delivery to be completed in **3 (three) phases within 06 (six) months** from the date of LOI/ Order, whichever is earlier at our Project Site i.e. Railway Wagon Care Centre, Mughalsarai under East Central Railway, Hajipur.

3.1 EXTENSION OF DELIVERY PERIOD:

If there is delay for reasons not attributable to the tendered items, BBJ, upon receipt of written request from the Manufacturer may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of Manufacturer will be entertained in such cases of time extension being granted.

4.0 RATE

The vendors must submit their offer strictly as per Bill of Quantities BOQ of this tender document. The bidder must quote the Basic price, Excise Duty, all other taxes & duties and delivery charges at site for the items mentioned in BOQ. The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed. Entry Tax will be borne by BBJ.

Notes:

The award of the order or rejection of the Tenderer's offer and/ or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

5.0 PAYMENT TERMS:

The payment shall be made from our office in the following manner:

a) 90% (Ninety percent) payment shall be made within 30 (thirty) days after receipt of materials in good condition at FOR destination mentioned in BOQ against submission of the following documents (Dispatch Memo):

i) Invoice/ Bill

- ii) Transporter's C/N
- iii) Proof of delivery i.e. Delivery Challan duly signed by our Project Site for receipt of material.
- iv) Test certificates for raw materials and finished materials.

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SPECIAL CONDITION OF CONTRACT

- v) Guarantee Certificate.
 - vi) Inspection Clearance certificate.
 - vii) Packing List.
 - viii) Copy of Security cum Performance Guarantee.
- b) Balance **10% (Ten percent)** payment shall be made against submission of final bill after installation and proper fitment of items at project site.

6.0 PERFORMANCE GUARANTEE

As security for proper and faithful fulfilment of the obligation under the order, you shall furnish to us Performance Guarantee equivalent to 5% (five percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI/ Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited". The Performance Guarantee shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period.

7.0 SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to 5% (five percent) of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up the with the total amount of Security Deposit, may be deposited by the Agency in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the contractor's 'on account' bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be 5% of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the running bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

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SPECIAL CONDITION OF CONTRACT

- (a) After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- (b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

8.0 GUARANTEE/ DEFECT LIABILITY PERIOD:

The vendor fully guarantees all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of **12 (twelve) months from the date of completion of the entire contract**, the work shall upon notification of deficiency/ defect be promptly rectified by the vendor to the satisfaction of BBJ /RITES/E.C. Railway or any Inspection Agency nominated by BBJ/E.C Railway without any delay and at no extra cost to BBJ. If the vendor fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action at the vendor's risk and cost.

9.0 CONFIDENTIALITY OF DOCUMENTS

The Vendor shall treat all documents, specifications, drawings and contents therein as private and confidential.

10.0 SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

11.0 INSPECTION OF WORKS

BBJ/ RAILWAY's/ RITES's representatives or Engineer-In-Charge will have full power and authority to inspect the works at work shop or site, at any time and the Vendor shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, the vendor's representative duly accredited in writing, be present for the purpose.

12.0 LIQUIDATED DAMAGE:

If the vendor fails to submit inspection offer within stipulated period, 0.5% (zero decimal five percent) of order value will be deducted from bill for per week delay subject to a maximum of 5% (five percent) of the total order value.

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SPECIAL CONDITION OF CONTRACT

13.0 INSPECTION/ TESTING/TEST CERTIFICATES:

- 13.1 The acceptance of material is subject to Inspection/ Testing by East Central Railway/ RITES/ or Any Other approved authority.
- 13.2 All expenses involved for Inspection/Testing shall be borne by the vendor/ manufacturer.
- 13.3 The vendor/ manufacturer has to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by East Central Railway/ RITES/ or any other approved authority without any extra cost to BBJ.
- 13.4 **INSPECTION CALL LETTER** should be sent by the tendered item vendor/ Manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700001.
- (a) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Vendor/ Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- (b) "**ENGINEER**" shall mean the Engineering Officer appointed by BBJ/ RITES/ EC Railway who shall supervise and be In-Charge of the works for purposes of this contract.

14.0 QUANTITY VARIATION:

Order quantity may vary +/- 30%.

15.0 REJECTION/ REPLACEMENT:

Notwithstanding the fact that the materials have been duly inspected and covered by Dispatch Memo. The supplier shall arrange for free replacement/ rectification of rejected/ defective components if any, detected during or after fitment at project site, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 (fifteen) days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

16.0 ARBITRATION

In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

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SPECIAL CONDITION OF CONTRACT

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

18.0 INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

19.0 TERMINATION OF CONTRACT:

If the supplier/party failure to complete the total work/ supply/ service as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/agencies by issuing first seven days and then 48 hours' notice. Additional cost if incurred shall be recovered from the supplier's bill.

20.0 IMPORTANT NOTES;

20.1 BBJ reserves the right to:

20.1.1 In the event of failure on the part of the supplier/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the

right to get the job done by other Agency/ Agencies as per the order and invoke EMD/ Performance Guarantee/ Security Deposit etc. of the contractor.

20.1.2 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

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SPECIAL CONDITION OF CONTRACT

20.1.3 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.

20.1.4 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.

20.1.5 May ask for further qualification during techno commercial scrutiny of bids received.

20.1.6 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.

20.1.7 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

20.1.8 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.

20.1.9 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

PRE CONTRACT INTEGRITY PACT

PCIP-1

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Sri _____ (Designation) (hereinafter called the “BIDDER/Agency” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure/contract for NIT/DGM(P-V)/WAGON REPAIR/MUGHALSARAI/2148/3129 Dated 8th April, 2016 and the BIDDER/Agency is willing to offer/has offered the same and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/ equipment/ contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

PCIP-2

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER,

nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

PCIP-3

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

PCIP-4

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.6,00,000/- (Rupees six lac only) (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

PCIP-5

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

PCIP-6

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Account of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to end of Defect Liability Period or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In

case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

PCIP-7

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

PSU

Witness

Witness

1. _____

1.

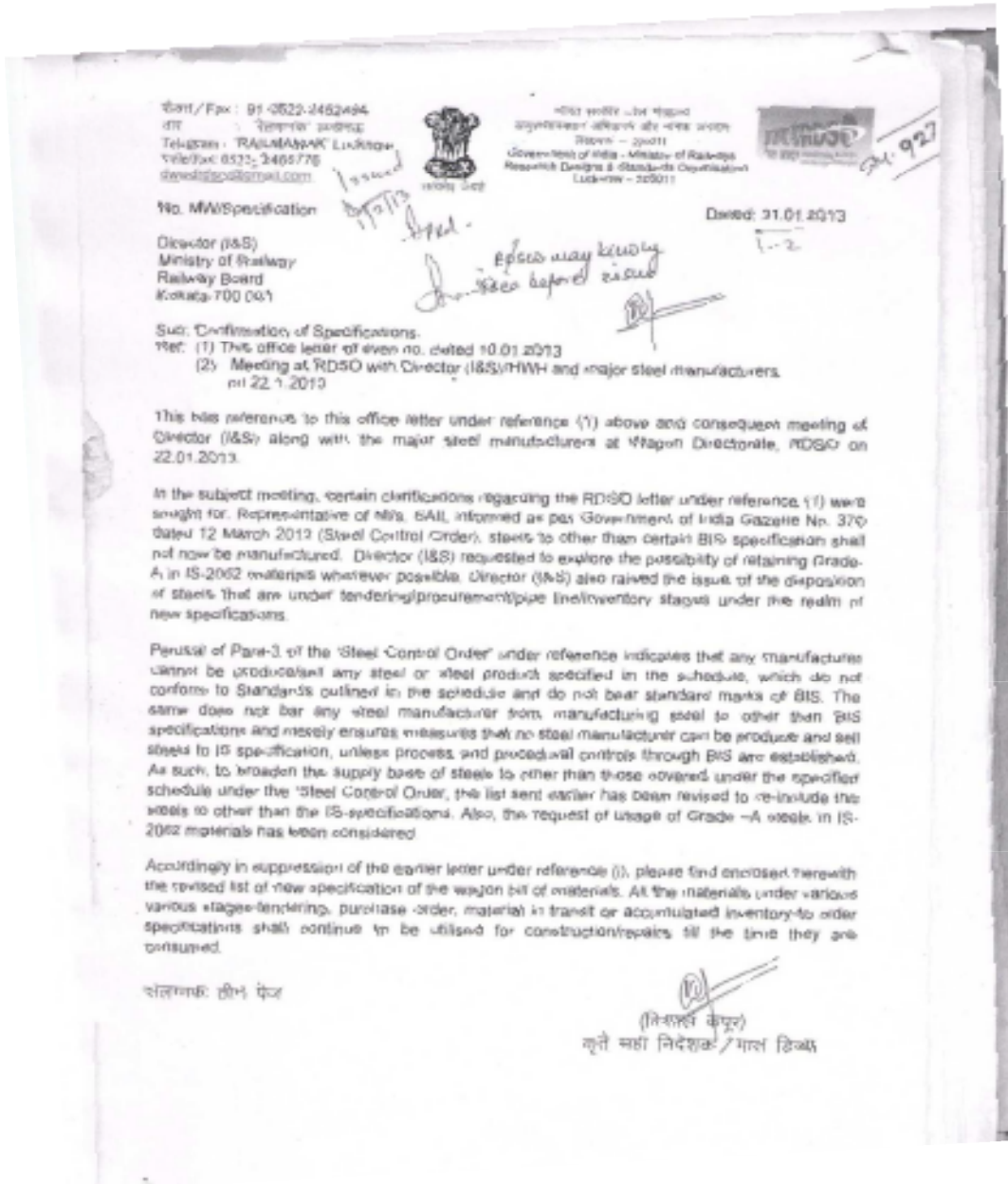
2. _____

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

BILL OF QUANTITIES

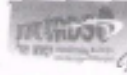
Sl. No	Item Description	Qty.	Unit	Base Rate	Excise Duty	VAT /CST	Delivery (if any)	Total Rate
01	Corner Stanchion (WD-80007-S-06)	95	Nos.					
02	Side Stanchion (WD-80007-S-17, consists of 10 items Alt.-15.)	4855	Nos.					
03	Door Mediator- Component Arrangement: WD-90007-S-01 & WD-80007-S-05. Doorway Crossbar Assembly (consists of 7 items): WD-80007-S-05, Alt.-23. Item no. 2 – 1 no., Item no. 15 – 2 nos., Item no. 14 – 1 no. & Dwg. No. WD-90007-S-1, Alt.-13, Item no. 2 – 4 nos., Item no. 8 – 2 nos., Item no. 14 – 4 nos., Item no. 15 – 2 nos. i.e. total 7 items in assembled condition)	6314	Nos.					
04	Door (WD-90007-S-1, Item no. 1 to 11 Alt.-13)	7266	Nos.					
05	Door Hinge Foot (IRS Dwg. No. W/DW-287, Alt.-6)	1168	Nos.					
06	Ladder Component							
	(a) Ladder Hand Hold (WD-80007-S-06 Item-8, Alt.-16. Material Specifications – IS:1239, Part-1)	238	Nos.					
	(b) Ladder Pipe (WD-80007-S-06 Item-7, Alt.-16 Material Specifications – IS:1239, Part-1)	11900	Nos.					
	(c) Foot Step (WD-80007-S-10 Item-34, Alt.-21)	2380	Nos.					
07	Pershad Label Holder (WD-80007-S-05 Item no.-10, Alt.-23. Ref. Dwg. W/ML-11)	4760	Nos.					
08	Door Lock Component							
	Bracket & Pin	77840	Nos.					
	Gravity Cotter with Rivet	13580	Nos.					
09	Door Checking Spring (WD-90007-S-01)	4082	Nos.					



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Ministry of Railways
New Delhi-110001



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राजधानी - 110001
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मंत्रालय
रेलवे विभाग
नई दिल्ली - 110001



21-927

No. MWSpecification

Dated: 31.01.2013

Director (I&S)
Ministry of Railway
Railway Board
Kolkata-700 001

Issued
Approved
Specs may be used
after 22.1.2013

Subject: Confirmation of Specifications.

Ref: (1) This office letter of even no. dated 10.01.2013

(2) Meeting at RDSO with Director (I&S)/MWH and major steel manufacturers, on 22.1.2013

This has reference to this office letter under reference (1) above and consequent meeting of Director (I&S) along with the major steel manufacturers at Wagon Directorate, RDSO on 22.01.2013.

In the subject meeting, certain clarifications regarding the RDSO letter under reference (1) were sought for. Representative of M/s. BAIL, informed as per Government of India Gazette No. 370 dated 12 March 2013 (Steel Control Order), steels of other than certain BIS specification shall not now be manufactured. Director (I&S) requested to explore the possibility of retaining Grade-A in IS-2062 materials wherever possible. Director (I&S) also raised the issue of the disposition of steels that are under tendering/procurement/pipeline/inventory stages under the realm of new specifications.

Perusal of Para-3 of the 'Steel Control Order' under reference indicates that any manufacturer cannot be produced any steel or steel product specified in the schedule, which do not conform to Standards outlined in the schedule and do not bear standard marks of BIS. The same does not bar any steel manufacturer from manufacturing steel to other than BIS specifications and merely ensures measures that no steel manufacturer can be produce and sell steels to IS specification, unless process and procedural controls through BIS are established. As such, to broaden the supply base of steels to other than those covered under the specified schedule under the 'Steel Control Order, the list sent earlier has been revised to re-include the steels to other than the IS-specifications. Also, the request of usage of Grade -A steels in IS-2062 materials has been considered.

Accordingly in suppression of the earlier letter under reference (1), please find enclosed therewith the revised list of new specification of the wagon set of materials. All the materials under various stages-tendering, purchase order, material in transit or accumulated inventory-to order specifications shall continue to be utilised for construction/repairs till the time they are consumed.

सहायक: सी.पी. देव

(Signature)
निदेशक (I&S)
रुने महा निदेशक / गल डिप्टी