

# BURN STANDARD COMPANY LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAY

22 B, Raja Santosh Road,

ALIPORE, KOLKATA – 700 027

Website :[www.burnstandard.com](http://www.burnstandard.com)

E-mail :[burnstandard@yahoo.co.in](mailto:burnstandard@yahoo.co.in)

Ref : MM/HO/Rep-Rehab BOXN/16-17/87

Date :14.03.2017

To

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Dear sirs,

**Sub :EOI for Tie-up for undertaking repair/rehab work of wagon at Various Zonal Railways**

**Ref : Tender No: MM/HO/Rep-Rehab BOXN/16-17/87 Dated 14.03.2017**

**Date & Time of Submission :On 07.04.17 By 2:30 PM**

**Date & Time for opening of tender : On 07.04.17 At 3:00 PM on**

Sealed offer is invited from resourceful, experienced firms for entering into a Tie-up with Burn Standard Co. Ltd. (BSCL) for carrying out repair / rehab of various types of Railway wagons at Various Zones in association with BSCL. One set of tender Document consists of : -

1. Annexure –IA :Summary of Scope of Work
2. Annexure – IB :Details of Scope of Work
3. Annexure – IC: Other Details
4. Annexure – II :Instruction to Bidders
5. Annexure – III :Special Condition of the Contract
6. Annexure – IV :Price Format
7. Tender Document can be obtained from Commercial & Materials Management Department, 22-B, Raja Santosh Road, Alipore, Kolkata – 700 027 on payment of Rs. 500/= in cash with accounts department or by A/c Payee demand draft drawn in favour of BURN STANDARD CO. LTD. payable at KOLKATA during working hours.
8. Tenderer who have downloaded the tender document from our website are required to deposit Rs. 500/- by A/c Payee demand draft drawn in favour of BURN STANDARD CO. LTD. payable at KOLKATA towards cost of tender document along with their Techno Commercial Bid (Part – I).

Please arrange to submit your competitive offer within the due date.

Thanking you,

Yours faithfully  
for **Burn Standard Company Limited**

Encl:- As stated.

**(S. K. Banerjee)**  
**Manager (P, C&MM)**

**SCOPE OF WORK**

1. The successful bidder will be solely responsible to execute the order of approx. 1000 wagons at site to the entire satisfaction of the BSCL and Railway Official responsible for the job which will include : -
  - a) Deployment of sufficient number of man power to meet the completion schedule of the order placed by Zonal Railways at site.
  - b) Deployment of all machineries and equipments including tools and tackles for completing the rehabilitation of the wagon as per schedule.
  - c) To provide all consumables like, electrodes, paints, cutting gases etc. required for carrying out the repair work at his own cost and risk.
  - d) Supply of Raw materials such as Steel, Plate, Structural steel as well as supply of fabricated steel item such as Door assembly, Side Wall, End Wall, Side stanchion etc., if not fabricated at site.
  - e) Supply of bought out items required for repairing of wagon as per Annexure-IB.
  - f) Any other activities required as per terms and conditions of the Railway's contract.
2. To coordinate with other statutory authorities for compliance of statutory requirement in respect of Taxes / Duties/ Levies whether Central /State / Local, Labour laws during execution of the job.
3. Any / all other expenses incurred during execution of the job will be borne by the successful bidder and BSCL will not be responsible for the same.

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Signature of the Bidder with date and Seal

## INSTRUCTION TO BIDDERS

### 1.0. MODE OF SUBMISSION OF OFFER

- 1.1. Offer shall be submitted in two parts (Part – I :TechnoCommercial Bid and Part – II : Price Bid ) each in separate sealed envelopes.
- 1.2. Both the envelopes to be placed in third envelope and Tender No., Due Date & Time shall be super scribed on each envelope.
- 1.3. Envelopes shall be addressed to Manager (P,C&MM), 22 B Raja Santosh Road, Alipore, Kolkata – 700 027.
- 1.4. The Bidder should submit Earnest Money Deposit (EMD)of Rs. 2.5 Lakh in the form of DD in favour of BURN STANDARD CO. LTD. payable at KOLKATA during working hours along with their **Techno-Commercial Bid (PART-I)**
- 1.5. The units registered with DGS&D, SSI units registered with NSIC and PSU units and RDSO approved vendors may be exempted from submission of EMD on production of documentary evidence.
- 1.6. **Offer without Earnest Money Deposit will not be considered for opening of Price Bid.**
- 1.7. The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 1.8. The EMD of successful tender will be returned after receipt of Security Deposit or will be adjusted against Security Deposit.

### 2.0. CONTENT OF BIDS

- 2.1. Techno Commercial Bid shall contain the following :-
  - a) Documentary evidence in support of qualifying requirement.
  - b) P. F. and ESI registration certificate.
  - c) Trade License from concerned authorities.
  - d) PAN number
  - e) Scope of Work, Instruction to Bidders and Special Terms and Conditions duly signed by the tenderer on each page as a token of acceptance in to-to are to be returned with Techno Commercial Bid.
- 2.2. Price Bid shall contain the following :-
  - a) Price Format duly filled and signed

### 3.0. RATES

- 3.1. Rate shall be quoted in percentage of the ordered value which will be passed on to BSCL.
- 3.2. The percentage of order value to be claimed by the successful bidder will include all taxes and duties applicable.
- 3.3. Railway will deduct the cost of released MS Scrap from the total cost of heavy repair / rehabilitation against the bill per wagon. The scrap generated during repair / rehabilitation will be handed over to the successful bidder for disposal. Rate quoted for the profit margin will be on the basis of net receipt from Railways.

### 4.0. QUALIFYING REQUIREMENT

#### 4.1. Technical Capability

- i. The bidder should have successfully executed one 1000 nos of side walls/end walls sets out of which minimum quantity of 500 sets should be Stainless steel (IRSM44) during last 5 years including current year.
- ii. Vendor successfully have successfully completed/executed upgradation/rehabilitation at least 350 Wagon Set out of which at 200 wagons should be upgradation/rehabilitation of BOXN to BOXNR during last 3 Years.
- iii. The bidder should have adequate infrastructure and M&Ps to carry out successful completion of the work. Bidder should submit documents that the following minimum equipment's are available with them:

MIG welding machine –	20 nos
Plasma cutting machines –	05 nos
Manual Arc Welding machines-	10 nos.
Lock bolting machines -	2 nos.

#### 4.2. Experience

The bidder should have experience in this field. The bidder should produce the execution certificate from client for the successful execution of the work as desired at 4.1 (a &b) above. Bidder should also produce ownership for minimum equipment at 4.1 (c) above. A list of major customers with type of projects executed may be furnished in support of this.

#### 4.3. Financial Capability

The bidder should have completed at least one single work of 25.00 Cr or two completed works of Rs. 15 Crores or above during last three years including current year. Total turnover during the last three (03) years should not be less than 100 Crores.

Credit limit/available fund should be adequate with supporting documents.

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**5.0. TERMS & CONDITIONS**

- 5.1. Quoted percentage of the value of order to be retained by BSCL will be the minimum which is to be passed on to BSCL. However, the actual percentage of the order value to be retained by BSCL will be settled mutually on case to case basis.
- 5.2. **Paying Authority** : - Head of Accounts or authorised representatives of Accounts Department as delegated by competent authority of Burn Standard Co. Ltd., Head Office.
- 5.3. **Income Tax** : - Income Tax, as applicable, will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.
- 5.4. **Compliance of Statutory Acts / Rules** : - The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971 (b) Payment of Bonus Act 1948 (c) ESI Act 1948 (d) Workmen Compensation Act 1923 (e) Factory Act 1948 and (f) Central Minimum Wages Act and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reason of his default either wilfully or by ignorance.
- 5.5. **Arbitration** : - All questions, disputes or differences whatsoever arising between the BSCL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chairman & Managing Director of BSCL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 5.6. **Validity of offer** : - The offer should remain valid for (Ninety) 90 days from the opening date of tender,
- 6.0. No e- mail / FAX quotation will be accepted.
- 7.0. Tenderer sending tender by mail will do so, solely on their own risk and BSCL will not be responsible for any loss in transit or postal delay.
- 8.0. Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 9.0. In the event of BSCL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Burn Standard Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such tenderer who may like to be present.

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- 10.0. Tenderer shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at BSCL.
- 11.0. The successful tenderer (henceforth shall be called as contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 12.0. The safety of men and material will be sole responsibility of the contractor and the company shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.
- 13.0. The contractor shall indemnifies the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.
- 14.0. If a contractor fails to carry out his duty to the satisfaction of the company, it shall be open to the company to engage other persons / contractor without any notice to the contractor and also to cancel the contract without assigning any reason and any loss or additional expenses incurred by the company will be borne by the contractor.
- 15.0. All records and registers under the relevant statue will be maintained by the contractor and submitted for inspection for the company whenever required.
- 16.0. All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 17.0. It would be responsibility of the successful contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particular will be furnished to BSCL before releasing of next payment. The BSCL authorities shall entertain no disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.
- 18.0. Each and every page of the tender document should be signed by the tenderer and returned with the Techno Commercial Bid as a token of acceptance.

for **Burn Standard Company Limited,**

**( S.K. Banerjee)**  
**MANAGER (P, C&MM)**

TENDERER'S SIGNATURE :.....

DESIGNATION :.....

DATE :.....

COMMON SEAL

## SPECIAL CONDITIONS OF CONTRACT

### 1.0. GENERAL

- 1.1. Successful tenderer shall engage workmen having sufficient experience. Number of manpower for the contract is to be decided mutually between BSCL and the contractor. Supervision will be on contractor's account.

### 2.0. CONTRACTOR'S RESPONSIBILITY

- 2.1. Complete rehabilitation / repair of wagon handed over to them by Railway within the time specified in the order as per joint note prepared after joint inspection of the wagon.
- 2.2. To arrange all bought out components / consumables required for completing repair / rehab of wagon at their cost.
- 2.3. Deployment of sufficient number of skilled / un-skilled man power to achieve the completion of repair / rehab within the specified time. Number of manpower to be deployed shall be decided in consultation with BSCL management.
- 2.4. Qualified welders should be deployed to execute the work.
- 2.5. To arrange inspection at all stages as required by BSCL / RDSO / Railway Authority. It will be his responsibility to contact BSCL officials to arrange timely inspection to ensure timely completion
- 2.6. To maintain records / Log Books and relevant documents for inspection and compliance of ISO:9001 : 2008 quality system.
- 2.7. Contractor will be responsible for safe custody of raw materials, consumables, Tools & Tackles etc. brought to the site by them and BSCL will have no liability for loss / damage to the same.. Under no circumstances report of pilferage will be entertained and in the event of such incident, the cost of materials lost, if any, will be borne by the contractor..
- 2.8. Proper stacking of materials, House Keeping, and Shop Cleaning of the works shall be done..
- 2.9. To carrying out running maintenance of Plant & Machineries which will be used by their workmen at their own cost.
- 2.10. To arrange Tools & Tackles such as Hand Grinding Machines, Pneumatic Chipping Gun / Chisel, consumables for Plasma cutting machine like contact tip & nozzle, Gas Cutting Accessories, Hammers and all safety items ( Boiler Suit, Hand Gloves, Helmets etc.) as applicable to respective workmen.
- 2.11. To maintain liaison, co-ordination and monitoring with BSCL so that latest version of approved Drawings / WPS/QAP are available at work site and work is carried out accordingly.

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- 2.12. To hand over all the documents received from the Railway Authority for the number of wagon handed over to Railway after completion of repair / rehab to BSCL to enable them to submit the bill.
- 2.13. To render all **non-financial** assistance required by contractor for smooth execution of the contract.

### **3.0. BSCL'S RESPONSIBILITY**

- 3.1. Providing necessary Technical Information such as latest approved Drawings, Welding Procedure Specification (WPS), Quality Assurance Plan (QAP)
- 3.2. Submission of bill for the wagon repaired on fortnightly / monthly basis to the paying authority.

### **4.0. COMPLIANCE TO THE STATUTORY LAWS & RULES**

- 4.1. The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as :-
  - a) Contract Labour (Regulation and Abolition) Act 1970 & Contract Rules 1971
  - b) Payment of Bonus Act 1948
  - c) Payment of Gratuity Act 1972
  - d) ESI Act 1948
  - e) Workmen Compensation Act 1923
  - f) Factory Act 1948
  - g) Central Government Minimum Wages Act
  - h) Employees Provident Fund & Misc. Provision Act 1952
  - i) Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reasons of contractor's default either willfully or by ignorance.

### **5.0. STOPPAGE OF WORK**

- 5.1. Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BSCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- 5.2. Contractor has to submit Performance Guarantee by way of Bank Guarantee for a sum equivalent to five percent (5%) of the value of contract valid for a period three (3) months after expiry of scheduled completion time including warranty obligation mentioned in the order issued by Railways. The amount of Bank Guarantee will match the value of Bank Guarantee submitted by BSCL to Railways.
- 5.3. Liquidate Damage, if any, will be borne by the party.

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**6.0. EXECUTION OF THE CONTRACT**

- 6.1. Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. BSCL shall not be concerned with these matters in any way.
- 6.2. Standard engineering practice (such as slag cleaning spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc.) and specific advice by RDSO/ Railway Authorities are to be duly taken care of even if those are not specifically covered in the tender.
- 7.0. The BSCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.
- 8.0. The BSCL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 9.0. Past performance of the supplier will be taken into consideration at the time of finalizing the order. BSCL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.
- 10.0. In case the offer is not accepted by BSCL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.
- 11.0. All other terms and conditions of the contract will be as per the General Conditions of Contract attached herewith.
- 12.0. On the basis of EOI, MOU will be executed with successful bidder on case to case basis after receipt of order from Zonal Railways. Bidder will have no right to claim order other than awarded to BSCL by Zonal Railways. Once tie up is executed, BSCL and the successful bidder will ensure that both will not participate independently in Zonal Railways open tender without mutual consent.

for **Burn Standard Company Limited,**

**( S.K. Banerjee)  
MANAGER (P, C&MM)**

TENDERER'S SIGNATURE :.....

DESIGNATION :.....

DATE :.....

COMMON SEAL

**PRICE FORMAT**

- i. Firm belongs to Micro and Small Enterprise (MSEs)- Please tick (If yes, supporting document is to be furnished)
 

Yes	No.
<input type="checkbox"/>	<input type="checkbox"/>
  
- ii. Firm belongs to Micro and Small Enterprise (MSEs) owned by SC/ST --Please tick. (If yes, supporting document is to be furnished)
 

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Sl. No.	Description	Percentage of Order Value	
		In Figure	In Words
1	Percentage of order value to be retained by BSCL		

**Note :**

- 1. Bidder offering highest percentage of order value to be retained by BSCL will be considered the successful bidder.

TENDERER'S SIGNATURE : .....

DESIGNATION : .....

DATE : .....

COMMON SEAL