

BURN STANDARD CO. LTD.



(A Government of India Undertaking)

MINISTRY OF RAILWAYS

22 B, RAJA SANTOSH ROAD

ALIPORE, KOLKATA – 700 027

Phones : 033-24484633 / 24488851 / 24799464 Fax No. : 0091-33-24488846

E-mail : burnstandard@yahoo.co.in, / Website : www.burnstandard.com

CIN : U51909WB1976GOI030797

Works at : Burnpur, Howrah

Ref : MM/HO/Rehab/BCN/17-18/81

Date : 13.02.2018

To

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Dear sirs,

Sub : Tender for empanelment of contractor for rehabilitation work of 100 Nos. BCN wagon at Railway Workshop.

Ref : Tender No. MM/HO/Rehab/BCN/17-18/81 Dated 13.02.2018

Date & Time of Submission : By 2:30 PM on 15.03.2018

Date & Time for opening of tender : At 3:00 PM on 15.03.2018

Enclosed please find one set of tender document for empanelment of contractor the work of rehabilitation of 100 Nos. BCN wagon as per requirement of concerned official of Railway Workshop. The tender document consists of following:-

- i) Annexure – I : Scope of Work
- ii) Annexure – II : Instruction to Bidders.
- iii) Annexure – III : General terms and conditions.
- iv) Annexure – IV : Special Terms and Conditions
- v) Annexure – V : Price Format.

Interested tenderer can obtain the tender document from the office of Commercial & Material Management Depart at our Head Office on payment of Rs. 500/= in cash or in the form of Demand Draft. Tenderers who down loaded the tender documents from the website are required to submit the tender fees of Rs. 500.00 by DD drawn on Burn Standard Co. Ltd, Payable at KOLKATA along with Commercial Bid. Without tender cost, offer will not be considered.

Please arrange to submit your 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 FOR REPAIR OF WAGON

1.0. Location of Work / Consignee

- 1.1. The work will be executed at Railway Workshop over Zonal Railways.
- 1.2. Location of work may be changed to any location over Zonal Railways in the exigencies of work.

2.0. Scope of Work

Following works are to be carried out on wagons as per indicative drawings of concerned Railway Workshop & RDSO.

2.1. Cleaning of Wagon

Cleaning of wagon full side wall, end wall and complete floor with scrubber / wire brush to make them free from rust / scales / dirt etc. The surfaces of the wagons have to be absolutely clean to facilitate proper gas cutting and arc welding.

Collection and disposal of rust, scales and other dirt from the wagon to nominated location as directed by Railway Authorities, at a distance of approx.. 500 meters.

2.2. Floor Activities

Stripping, fitting and complete welding of peripheral floors throughout the length as per relevant drawings.

Stripping, fitting and complete welding of crib angle.

2.3. Panels Activities

Stripping, fitting and complete welding of panels throughout the length both sides and both end bodies as per relevant drawings.

2.4. Roof Activities

Stripping, fitting and complete welding of full roof as per RDSO Drawing No. WD-90030-S-64 Alt. 4.

Welding of roof is to be done with proper care so that there may not be any chance of roof leakage. Water Testing for leakage of roofs shall be done by Railway. In case of any defects found during inspection and testing, the same shall be repaired by contractor.

2.5. Requirement of Steel items

Approx. quantity of major steel items required for completion of rehabilitation of one wagon is given below : -

Sl. No.	Description	Quantity Per Wagon	RDSO Drawing No.
1	1.6 mm Thick Roof Sheet	0.56532 M/T	WD-90030-S-64 Alt. 4 Item Nos. 1, 2, 3, 4 & 5
2	3.15 mm Thick Panel Sheet	0.69974 M/T	WD-90030-S-62 Alt. 5 Item Nos. 1A, 1B, 2, 3, 4, 5, 6A and 6B WD-90030-S-61 Alt. 6 Item Nos. 1 & 2
3	5 mm Thick Floor Plate	0.48589 M/T	WD-90030-S-60 Alt. 3 Item Nos. 1, 2 & 3
4	ISA 50x50x6 mm for Crib Angle	0.09750 M/T	WD-90030-S-60 Alt. 3 Item Nos. 5 & 6
5	Total Requirement per wagon	1.84845 M/T	

The above list is for guidance only, Contractor shall follow the drawings and specifications for actual requirement for execution of work. In case extra material is required for execution of the work, the same shall be provided by the contractor at no extra cost.

During execution of the work Bogie, Air Brake Equipment and Piping, Draft Gear and Coupler including Uncoupling Gear and Brake Gear of existing wagons will be retained.

- 2.6. Welding / Riveting etc. shall be done by contractor as per RDSO Technical Bulletin G-72 Rev. 3.
- 2.7. Painting / Stenciling of full wagon shall be done by contractor as per Technical Bulletin G-72 Rev. 3.

3.0. Pre-inspection

Before undertaking rehabilitation of wagons, the wagon shall be inspected jointly by the nominated representative of Railway Workshop and contractor's representative.

4.0. Machinery & Plant

Contractor shall arrange required machinery and plant including adequate spares and consumables for carrying out the work.

5.0. Manpower

- 5.1. Contractor shall arrange sufficient manpower for carrying out the work. All direct or indirect costs and obligations pertaining to employment of specialized manpower will be borne by contractor.
- 5.2. Contractor shall furnish complete details of the personnel to be deployed with supervisor (s) giving the working timings. The name / list of all the employees along with supervisor should be submitted to the Consignee or his authorised representative before starting the actual work.
- 5.3. The contractor shall provide Identity Badges / Cards to all his labour engaged to carry out the work, including the supervisor. These Identity Badges / Cards should be so carried that they can be identified by Railway Security / Workshop Staff & Supervisors.

6.0. Electricity

Railway will provide electricity free of cost at Railway's location of work as per requirement subject to following conditions : -

- a) Contractor will apply to Electrical General Department of Railway (through Consignee) for the same duly indicating details of machines and their load and number of distribution terminals required as per site condition.
- b) The contractor will install LT Panel (s) at distribution points suitable for assessed load. The electric supply from source to all LT Panel(s) will be given by Railways. Contractor will arrange all Cables, Switches, Plugs, Sockets from LT Panel(s) to different machines used for the work.

7.0. Materials & Consumables

- 7.1. Contractor shall supply required material and consumables required for carrying out the work. Weighment Slip of the vehicle from a Government approved weighbridge shall be furnished by contractor along with the supply.
- 7.2. Transportation of materials to the working site shall be arranged by contractor at his own cost.

Contractor will ensure safe custody of material received and any shortage / deficiencies during execution of work will be made good by them.
- 7.3. Materials used for rehabilitation of wagon must conform to the concerned specifications / drawings / technical bulletin.
- 7.4. Steel Flats / Sheets / Plates (or in the form of coils also) / Angles / Channels conforming to relevant IS Specifications are to be procured directly from Regional ISPs or through Dealer / Distributor / MOU customer of ISP, where the contractor is located or nearer to the work site.
- 7.5. To speed up the work and to reduce work at site, contractor has to bring the steel items (processed from raw materials) in cut to sizes (as specified in the drawing) to the maximum possible extent.
- 7.6. Contractor shall furnish the certificate specifying that the material supplied is from raw material purchased from ISPs or through Dealer / Distributor / MOU customer of ISP. Related Test Certificates of the concerned ISP shall accompany the material supplied.
- 7.7. In case Steel Flats / Sheets / Plates (or in the form of coils also) / Angles / Channels are purchased from sources other than ISPs or through Dealer / Distributor / MOU customer of ISP, it should be got inspected by RITES for conformance to the relevant IS Specification.
- 7.8. Necessary inspection charges for inspection of raw materials shall be borne by the contractor. To facilitate RITES inspection and assessment of inspection charges payable to RITES by contractor, valuation of material will be as per purchase order placed by the contractor on their vendors.
- 7.9. Fabricated items shall be manufactured at site. Fabricated items should be inspected and approved by nominated officer of Consignee before starting mass fabrication at site,
- 7.10. For items other than Steel items (as indicated in clause 2.5 Consignee inspection may be done as considered necessary. In case consignee feels the need for testing of any item through joint sampling with the contractor from outside resources, such costs shall be borne by the contractor.

8.0. Inspection of Work

Stage wise inspection of fabrication & assembly work and final inspection of the complete wagon will be done by nominated officer of the consignee at site. The contractor shall provide necessary facilities for this inspection. After inspection a completion / final inspection certificate of each wagon will be issued.

Contd.....P/4

9.0. House Keeping

- 9.1. Rehabilitation / fabrication (at site) shall be carried out by Contractor at locations / lines nominated. Railway shall provide covered shed / EOT crane for the work, if available. Every precaution shall be taken by the contractor to protect his labour & materials & Railway properties. Contractor shall adhere to relevant rules of Railway working (in yards / workshop / maintenance sheds) such as putting Stop Board, Clamping on points etc.
- 9.2. Subject to availability, Railway shall provide protected storage space or office space for use of contractors. Contractor shall liaise with Railway for getting available facilities. Contractor should also arrange round the clock guarding and security of its materials, tools, machines etc. kept at the work site. Railways shall not be responsible for any loss of material or stores belonging to the contractor.
- 9.3. The contractor should do regular house keeping to keep work site free of scraps and litters. Scrap generated during fabrication and assembly work shall be retained by the Railway. Contractor shall, however, stack the scrap properly at nominated location and assist Railways in its loading in Railway wagons / lorry /truck / dumper.

10.0. Schedule of Work

- 10.1. Contractor shall complete the work on 100 wagons within the stipulated period mentioned in the order.
- 10.2. The contractor shall mobilise the resources immediately after receipt of order.
- 10.3. Contractor shall deploy sufficient numbers of gangs for completing the rehabilitation work on 100 wagons within stipulated period
- 10.4. If contractor fails to execute the work in the given time, any penalty imposed by Railway will be borne by the contractor.
- 10.5. The contractor shall also keep a representative for liaison with concerned Railway officer / supervisor for smooth execution of works. Representative of contractor should carry Mobile Phone at all times for easy communication

11.0. Warranty

Tenderer should give Warranty of six (6) months from the date of completion of each wagon.

Signature of the tenderer with date and seal

INSTRUCTION TO BIDDERS

1.0. MODE OF SUBMISSION OF OFFER

- 1.1. Offer shall be submitted in sealed envelopes.
- 1.2. Tender No., Due Date & Time shall be super scribed on envelope.
- 1.3. Envelopes shall be addressed to Manager (P,C&MM), 22 B Raja Santosh Road, Alipore, Kolkata – 700 027.

2.0. CONTENT OF BIDS

- 2.1. Bid shall contain the following :-
 - a) Documentary evidence in support of qualifying requirement.
 - b) GST registration certificate.
 - c) Trade License from concerned authorities.
 - d) Professional Tax Registration certificate from concerned authorities.
 - e) PAN number
 - f) Scope of Work, Instruction to Bidders, General Terms and Conditions and Special Terms and Conditions duly signed and stamped by the tenderer on each page as a token of acceptance in to-to are to be returned with Bid.
 - g) Price Format duly filled and signed
 - h) Details of all taxes, duties applicable must be furnished.

3.0. RATES

- 3.1. Percentage of the ordered rate as per order placed by Railway on Burn Standard Co. Ltd. (BSCL) to be passed on to BSCL shall be quoted in Annexure – V “Price Format”
- 3.2. All taxes and duties applicable as on date of bid opening on the ordered rate as order placed by Railways will be borne by the contractor. However, any statutory variation in rates and levy of new taxes and duties after bid opening during the currency of contract will be to BSCL account.

4.0. QUALIFYING REQUIREMENT

- 4.1. Tenderer should have experience in fabrication of light welded and riveted steel structure Documentary evidence in respect of executed order is to be enclosed with Bid.

5.0. Validity of offer

- 5.1 The offer should remain valid for (Thirty) 30 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.
- 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 tenderer should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 12.0.** BSCL does not bind itself to accept the lowest offer or any offer or to assign any reason(s) for non-acceptance of it. BSCL is at liberty to accept and/or reject any or all offers without assigning any reason thereof.
- 13.0.** The safety of men and material will be sole responsibility of the successful tenderer 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 successful tenderer. Successful tenderer has to take all the measures in respect of compliance of all statutory requirements.
- 14.0.** 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.
- 15.0.** If the successful tenderer 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.
- 16.0.** All records and registers under the relevant statute will be maintained by the successful tenderer and submitted for inspection for the company whenever required.
- 17.0.** 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.
- 18.0.** It would be responsibility of the successful tenderer 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.
- 19.0.** The BSCL management reserve the right to issue corrigendum / amendment to the tender without assigning any reason whatsoever and the successful tenderer will be bound to accept the same.
- 20.0.** Past performance of the tenderer will be taken into consideration at the time of finalizing the contract. BSCL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.

- 21.0. 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.
- 22.0. Each and every page of the tender document should be signed and stamped 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

GENERAL CONDITIONS OF CONTRACT

1.0. TERMS & CONDITIONS

- 1.1. Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed.
- 1.2. **Paying Authority** : - Head of Accounts at Head Office or authorised representatives of Accounts Department as delegated by competent authority of Burn Standard Co. Ltd.
- 1.3. **Certifying Authority** : - Authorised representatives of BSCL / Consignee Railway Workshop.
- 1.4. **Income Tax** : - Income Tax 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.
- 1.5. **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) The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 (b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015 (c) The Employee’s State Insurance Act, 1948 (d) The Workmen’s Compensation Act, 1923 (e) The Factories Act, 1948 and (f) The Minimum Wages Act, 1948 (g) The Employees Provident Funds & Misc Provision Act, 1952 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 client which may raise by reason of his default either wishfully or by ignorance. If the tenderer fail to comply such statutory Acts/Rules in any past contract, they shall in no way entail to participate in the present tender.
- 1.6. **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.

for **Burn Standard Company Limited,**

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

TENDERER’S SIGNATURE :.....
DESIGNATION :.....
DATE :.....

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

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

2.0 SUCCESSFUL CONTRACTOR'S RESPONSIBILITY

- 2.1 Complete rehabilitation of 100 Nos. BCN wagon as per detailed scope of work detailed in Annexure – I "Scope of Work".
- 2.1 Deployment of sufficient number of skilled / un-skilled man power to achieve production schedule mentioned in Annexure – I. Number of manpower to be deployed shall be decided in consultation with BSCL management for supervision and co-ordination of work.
- 2.2 To provide experienced operators for operating Plant & Machineries including EOT Crane provided by Railway at work site.
- 2.3 To arrange inspection at all stages as required by BSCL / RITES / Railway Authority. It will be his responsibility to contact BSCL officials to arrange timely inspection to ensure timely delivery.
- 2.4 To maintain records / Log Books and relevant documents for inspection and compliance of ISO:9001 : 2008 quality system.
- 2.5 To obtain regular clearance from our Safety Department before starting the job.
- 2.6 To arrange all safety items (Boiler Suit, Hand Gloves, Safety Shoes, Helmets etc.) as applicable to respective workmen. Safety shoes will be provided to the workmen engaged by the contractor.
- 2.7 Contractor will be responsible for safe custody of materials, consumables, Tools & Tackles etc. provided to them by BSCL/Railway. 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 deducted from the contractor's payable bills.
- 2.8 Proper stacking of materials including off cuts, House Keeping, and Shop Cleaning of the works site shall be done. In case of unsatisfactory house- keeping penalty shall be imposed at the discretion of BSCL/Railway.
- 2.9 No contract labour will be allowed to enter into the factory without proper Identity Card issued by the contractor.
- 2.10 If any Plant & Machinery is damaged or rendered unserviceable due to mishandling / negligence of their workmen, the cost of repair or replacement shall be borne by contractor.

3.0 IDLE HOURS

- 3.1 In the event of held up in continuity of supply of Power, Materials due to unavoidable circumstances, no claim for idle hours will be entertained by BSCL.

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) The Contract Labour (Regulation and Abolition) Act 1970 & Contract labour ((Regulation and Abolition)Central Rules 1971
 - b) The Payment of Bonus Act 1965 and the payment of Bonus (Amendment) Act, 2015
 - c) The Payment of Gratuity Act 1972
 - d) The Employee State Insurance Act, 1948
 - e) The Workmen's Compensation Act, 1923
 - f) The Factories Act ,1948
 - g) The Minimum Wages Act, 1948
 - h) The Employee's Provident Funds & 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 BILLING PROCEDURE & TERMS OF PAYMENT

- 5.1 Contractor shall submit their bill on monthly basis in quadruplicate for the number of wagons which has been accepted by Railways and final inspection certificate issued by them have been issued by them after acceptance by first week of subsequent month.
- 5.2 Final Inspection Certificate issued by Railway authorised representative of consignee (Railway) and proof of payment of wages, PF, ESI etc. in respect of contractor's workmen shall accompany the bill.
- 5.3 Payment shall be made either by Crossed Account Payee Cheque or e ESC as requested, The contractor shall have their account with such Bank who can receive e ESC.

6.0 PENALTY FOR SHORTFALL OF PRODUCTION

- 6.1. Penalty imposed by consignee for failure to adhere to the Schedule of Work mentioned in Annexure – I will be borne exclusively by the contractor and BSCL will not have any liability in this regard.

7.0 OPTION CLAUSE

- 7.1 BSCL management reserves the right to increase or decrease the ordered quantity by 25% (twenty five percent) during the currency of the contract at the same price and terms & conditions.

8.0 REPEAT ORDER

- 8.1 BSCL management reserves the right to place repeat order for a quantity equivalent to 75% (seventy five percent) of the ordered quantity during the currency of the contract at the same price and terms & conditions.

9.0 STOPPAGE OF WORK

- 9.1 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 / Consignee and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

10.0 GURANTEE & PERFORMANCE BANK GUARANTEE

- 10.1 Guarantee for the fabrication work done by contractor shall be for a Period of six (6) months from the date of completion of work. Contractor will be held responsible for any defect(s) arising out of said work within the guarantee period and the same is to be rectified / repaired as per direction of BSCL/Consignee at their own cost immediately, failing which the defect will be rectified / repaired by the company at his risk and cost. The cost of such work is either to be recovered from the contractor’s bill of from Security Deposit / Performance Guarantee.
- 10.2 Contractor has to submit Performance Guarantee by way of Bank Guarantee for a sum equivalent to ten percent (10%) of the value of contract valid for a period of 30 months from the completion time.

11.0 EXECUTION OF THE CONTRACT

- 11.1 Contractor must not engage any workmen of more than 58 years age at any point of time.
- 11.2 Contractor should produce the medical fitness certificate of each workmen engaged by him from a registered medical practiceoner or by doctor authorised by BSCL. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.
- 11.3 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.
- 11.4 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 are to be duly taken care of even if those are not specifically covered in the tender.

12.0 The BSCL management reserve the right to issue corrigendum / amendment to the contract without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.

13.0 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.

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.
- 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

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

Note :

- 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