



BURN STANDARD CO. LTD.

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

22 B, RAJA SANTOSH ROAD

ALIPUR, 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/CONT/BRN/17-18/16

Date : 01.08.2017

To

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Dear sirs,

Sub : Tender for complete fabrication of BRN-22.9 Wagon at Howrah Works.

Ref : Tender No. MM/HO/CONT/BRN/17-18/16 dated 01.08.2017

Date & Time of Submission : By 2:30 PM on 22.08.2017

Date & Time for opening of tender : At 3:00 PM on 22.08.2017

Sealed tenders are invited from the tenderer having expertise in the field of fabrication of light welded & riveted / huck bolted steel structure for complete fabrication of 151 Nos. BRN-22.9 wagons at Howrah Works as per following terms and conditions :-

- 1) Tenderer are required to submit their offer in sealed envelope. on or before last date & time of submission specified in the tender document.
- 2) Tenderer are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to Manager (P, C&MM). Burn Standard Co. Ltd., 22 B, Raja Santosh Road, Alipore, Kolkata – 700 027.
- 3) Qualifying Requirement : - Tenderer must enclose the documentary evidence in respect of their qualification details as mentioned in the tender document.
- 4) 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.
- 5) Tenderer who have downloaded the tender document from our website are required to deposit Rs. 1,000/- 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 Bid.

Thanking you,

Yours faithfully
for **Burn Standard Company Limited**

(S. K. Banerjee)
Manager (C&MM)

SCOPE OF WORK

FABRICATION OF COMPLETE WAGON

Complete fabrication of Broad Gauge Bogie Rail Wagon Type BRN-22.9 as per approved Drawings / Specifications / Welding Procedure Specification (WPS) / Quality Assurance Plan (QAP) starting from cutting of material to size as per drawing and cutting diagram to finishing and dispatch stage (after completing the fabrication of wagon structure in all respect in regard to preparation, fabrication and fitment of all components/sub-assemblies/assemblies, complete welding, riveting / huck bolting, wagon wheeling, shot blasting, painting, lettering, air brake fitting & testing, finishing and dispatch after obtaining clearance (DM) from RDSO as per detailed scope of work as mentioned below : -

- 1) Raw Material cutting as per cutting diagram and processing of components i.e. Plasma Cutting (including profile cutting as per drawing / template), Drilling, Machining, Pressing, Forging as applicable.
- 2) Fabrication of Central Girder Assembly (Drg. No. WD-09053-S-05 Item – 11)
- 3) Fabrication of Cross Bar Assembly (Drg. No. WD-09053-S-05 Item – 1)
- 4) Fabrication of Central Girder Cross Bar Assembly (Drg. No. WD-09053-S-05 Item – 2)
- 5) Fabrication of Bolster Assembly (Drg. No. WD-09053-S-05 Item – 04) including processing Bolster Center Pressing (Drg. No. WD-09053-S-05 Item – 6) & Bolster Stiffener Pressing (Drg. No. WD-09053-S-05 Item – 4)
- 6) Fabrication of Bolster Girder Knee Assembly (Drg. No. WD-09053-S-05 Item – 13)
- 7) Fabrication of End Centre Sill Assembly including Huck Bolting / Riveting (Drg. No. WD-09053-S-05 Item – 7)
- 8) Fabrication of Auxiliary Reservoir Suspension Bracket Assembly (Drg. No. WD-09053-S-05 Item – 16)
- 9) Fabrication of Side Stanchion Assembly (10/wagon set)
(Drg. No. WD-09053-S-03 Item – 7, Ref. Drg. No. W/LG-1843)
- 10) Fabrication of Side Stanchion Bracket (RH-5/LH-5)
(Drg. No. WD-09053-S-03 Item – 8 & 9, Ref. Drg. No. W/LG-1844 & 1846)
- 11) Fabrication of Side Stanchion Rest (10/wagon set)
(Drg. No. WD-09053-S-03 Item – 10, Ref. Drg. No. W/LG-1847)
- 12) Fabrication of Underframe Assembly including complete welding on manipulator, fitting / welding of Floor Plate / Side Rail / Loose Components, Huck Bolting / riveting of C. P. Top, fitment of Coupler / Draft Gear, fitment of Side Bearer Arrangement
- 13) Fabrication of Fixed End Arrangement, Ladder assembly, all fabricated brake items and relevant sub- assemblies.
- 14) Fitment of Fixed End Arrangement on complete under frame and Huck Bolting / riveting of same as specified in drawings / WPS.
- 15) Fitment / Huck Bolting / Riveting of Side Bracket / Link, Side Stanchion, Side Stanchion Bracket, Side Stanchion Rest as specified in the drawing.

- 16) Wagon wheeling which includes handling of mounted wheels, bogie, mounting of bogie on wheel, lowering complete wagon on mounted bogie as required and relevant.
- 17) Repairing / rectification as necessary including completion of missed out jobs, if any.
- 18) Painting & Lettering as per requirement of relevant drawing / specification.
- 19) Fitment and Testing of air brake system.
- 20) Put up complete wagon for RDSO inspection and obtaining DM after inspection.
- 21) Any other work not specified above but is required to be done for completion of fabrication of wagon.

Signature with date and Seal of the tenderer

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) Cost of Tender Document in case the same is downloaded from website.
 - b) Earnest Money Deposit in the form of Demand Draft / Pay Order drawn in favour of BURN STANDARD CO. LTD. payable at KOLKATA.
 - c) Documentary evidence in support of qualifying requirement.
 - d) List of Plant and Machinery available with the tenderer.
 - e) P. F. and ESI registration certificate.
 - f) Trade License from concerned authorities.
 - g) Professional Tax clearance certificate from concerned authorities.
 - h) Valid labour license from competent authority valid for the period of the contract.
 - i) PAN number
 - j) Scope of Work, Instruction to Bidders and Special & General 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.
 - k) Price Format duly filled and signed
 - l) Details of all taxes, duties applicable must be furnished.

3.0 RATES

- 3.1 Unit Rate for complete fabrication of wagon as per scope of work detailed in Annexure – I shall be quoted on lump sum basis in Annexure – V “Price Format”
- 3.2 Stage wise break up (as per Annexure – VI enclosed) of lump sum quoted rate for all activities detailed in Annexure – I must be furnished by the bidder. In case some of the work is done by company's worker and assembly / sub-assembly / component are supplied to contractor for final assembly / fitment, proportionate deduction from the lump sum rate per wagon shall be made by BSCL.
- 3.3 All taxes and duties applicable must be quoted with respective rates and amount. It is to be clearly understood that taxes and duties applicable as on date of bid opening and not indicated in the price bid 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.

Contd....P/2

4.0 QUALIFYING REQUIREMENT

- 4.1 Tenderer should have experience in fabrication of light welded and riveted steel structure particularly in manufacturing sub-assemblies and final assembly of wagon. Documentary evidence in respect of following must be enclosed with Techno Commercial Bid without which offer shall be summarily rejected.
- a) Credential for performing similar type of job (i.e. in fabrication of light welded and riveted steel structure) in last five years. Detail of order executed in last five years to be furnished with order copy and performance certificate issued by order placing authority.
 - b) Annual turnover which must not be less than Rs. 50.00 Lakh in last three years. Certified copy of Balance Sheet and Profit & Loss Account to be enclosed.
 - c) Solvency certificate from their Banker.
- 5.0 No e- mail / FAX quotation will be accepted.
- 6.0 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.
- 7.0 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.
- 8.0 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 11.30 A.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.
- 9.0 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.
- 10.0 The 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.
- 11.0 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.
- 12.0 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.
- 13.0 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.
- 14.0 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection for the company whenever required.
- 15.0 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.

- 16.0 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.
- 17.0 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

GENERAL CONDITION OF CONTRACT

1.0 EARNEST MONEY DEPOSIT(EMD)

- 1.1. The amount of earnest money deposit will be according to the value of tender as mentioned below :-

Estimated Value of Tender (Rs.)	Amount of Earnest Money(Rs.)
Up to 5,00,000/-	5,000/-
5,00,001/- to 10,00,000/-	10,000/-
10,00,001/- to 25,00,000/-	25,000/-
25,00,001/- to 50,00,000/-	45,000/-
50,00,001/- to 1,00,00,000/-	1,00,000/-
1,00,00,001/- to 2,00,00,000/-	1,50,000/-
Above 2,00,00,000/-	2,50,000/-

- 1.2. The units registered with DGS&D, SSI units registered with NSIC, PSU units may be exempted from submission of EMD on production of documentary evidence.
- 1.3. The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 1.4. The EMD of successful tender will be returned after receipt of Security Deposit.

2.0. SECURITY DEPOSIT

- 2.1. Security deposit equivalent to five (5) percent of the total contract value shall have to be deposited by the successful tenderer within 15 days of receipt of LOI / Purchase order in the form of (a) Demand draft in favour of Burn Standard Company Ltd. Payable at KOLKATA or (b) Bank guarantee as per format provided by BSCL valid till completion of contract. Security shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer.
- 2.2. The company shall be entitled and shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deducted from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 2.3. On due performance and completion of the contract in all respect including reconciliation of material the security deposit will be returned to the contractor without any interest on certification of concerned department.
- 2.4. Security Deposit may be waived for SSI, NSIC, PSU, DGS&D and RDSO approved sources. Security Deposit may also be waived for proprietary items, Original Equipment Suppliers. However, based on the nature of items Security Deposit can be insisted even from the vendor registered with SSI/NSIC/DGS&D and RDSO.

3.0. TERMS & CONDITIONS

- 3.1. Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed.
- 3.2. **Paying Authority:** - Head of Accounts or authorised representatives of Accounts Department as delegated by Unit Head of Burn Standard Co. Ltd., Howrah. Works.
- 3.3. **Certifying Authority:** - Head of Foundry or authorised representatives of Foundry department as delegated by Unit Head of Burn Standard Co. Ltd., Howrah Works as the case may be.
- 3.4. **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.
- 3.5. **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 I The Factories Act, 1948 and (f) The Minimum Wages Act, 1948 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 failed to comply such acts/rules in any past contract, they shall not be eligible to participate in the present tender.**
- 3.6. **Contract Period:** - Contract awarded against this tender will remain valid till completion of fabrication of 151 BRN22.9 wagons.
- 3.7. **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.
- 3.8. **Validity of offer :** - The offer should remain valid for (One Hundred Twenty) 120 days from the opening date of tender,

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 each stage of fabrication 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 fabrication of Broad Gauge Bogie Rail Wagon Type BRN-22.9 as per approved Drawings / Specifications / Welding Procedure Specification (WPS) / Quality Assurance Plan (QAP) starting from cutting of material to size as per drawing and cutting diagram to finishing and dispatch stage (after completing the fabrication of wagon structure in all respect in regard to preparation, fabrication and fitment of all components/sub-assemblies/assemblies, complete welding, riveting/huck bolting, wagon wheeling, shot blasting, painting, lettering, air brake fitting & testing, finishing and dispatch after obtaining clearance (DM) from RDSO as per scope of work detailed in Annexure – I "Scope of Work".
- 2.2 Deployment of sufficient number of skilled / un-skilled man power to achieve production of 2 to 3 complete wagons per day at each stage of production. Number of manpower to be deployed shall be decided in consultation with BSCL management. New faces shall be engaged only after obtaining prior approval from BSCL management.
- 2.3 Contractor must deploy minimum one number of Graduate Engineer / Diploma Holder having experience in similar type of fabrication job in consultation with BSCL management.
- 2.4 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 delivery.
- 2.5 To maintain records / Log Books and relevant documents for inspection and compliance of ISO:9001 : 2008 quality system.
- 2.6 To obtain regular clearance from our Safety Department before starting the job.
- 2.7 Contractor will be responsible for safe custody of raw materials, consumables, Tools & Tackles etc. provided to them by BSCL. Register should be maintained with record of issue & use of materials by contractor duly signed by their authorised representative & store in-charge of BSCL. Records of consumption of raw materials and consumables shall be kept against number of wagons fabricated. 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, House Keeping, and Shop Cleaning of the works shall be done. In case of unsatisfactory house- keeping penalty shall be imposed at the discretion of BSCL management.
- 2.9 Contractor shall have to be very careful in proper and optimum utilization of all materials supplied to them free of cost by BSCL and shall ensure that there will be no deterioration / damage / pilferage / misuse.

- 2.10 To provide experienced operators for operating Plant & Machineries including EOT Crane provided by BSCL.
- 2.11 Gas/Plasma cutting of plates above 16 mm thick and profile cutting of all plates shall be done by contractor.
- 2.12 To carrying out running maintenance of Plant & Machineries which will be used by their workmen to avoid disruption of production. Spares costing up to Rs. 500/= shall be arranged by contractor at their own cost.
- 2.13 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. Further if repairing / replacement is arranged by BSCL, cost of repair / replacement will be recovered from contractor's payable bills.
- 2.14 To arrange Tools & Tackles such as Hand Grinding Machines, Pneumatic Chipping Gun / Chisel, Plasma cutting machine with consumables for like contact tip & nozzle, Gas Cutting Accessories, Hammers and all safety items (Boiler Suit, Hand Gloves, Helmets etc.) as applicable to respective workmen.
- 2.15 Handling of materials from different shops to working places including taking of mounted wheelset from mounting bay, Bogie & Couplers with draft gears from shops and other bought items from stores.
- 2.16 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.
- 2.17 To maintain the required rate of production contractor may have to procure shortfall items like consumables and bought out items (which are to be supplied by BSCL free) from the market after obtaining prior approval from BSCL representative not below the rank of Chief Manager. Cost of the items so procured will be reimbursed to the contractor as per BSCL's last procurement price.

3.0 BSCL / HW'S RESPONSIBILITY

- 3.1 Providing necessary Technical Information such as latest approved Drawings, Welding Procedure Specification (WPS), Quality Assurance Plan (QAP) & cutting diagram. For raw material cutting..
- 3.2 Providing material and consumables required for making jigs and fixtures
- 3.3 Supply of Raw Materials in full length size, Bought out components like Bogie, Coupler with draft gear, Mounted Wheelsets, Air Brake Equipment with Pipe & Pipe Fittings, DOM components with Pipe & Pipe Fittings.
- 3.4 BSCL may supply some of the sub-assemblies / assembly and cost of which will be deducted from the contractor's quoted lump sum rate per wagon as per rates quoted by contractor in Annexure- V.
- 3.5 Plate upto 16 mm thick will be supplied duly sheared to nearest rectangular size encircling the component.
- 3.6 Supply of required consumables like Electrodes, CO₂ Wire, Rivets / Huck Bolt, Paints, Shots for Shot Blasting, Oxygen, CO₂, DA or equivalent gases etc.

- 3.7 Providing necessary Plant & Machineries such as Shearing Machine, Cropping Machine, Line Drill Machine, Radial Drill Machine, Press Brake, Drop Forge Hammer, Hammer for Smithy Work, Profile Gas Cutting Machine and Sub-merge Welding Machine required for fabrication without operator.
- 3.8 Supply of Electric Power from existing points only and Compressed Air as required.
- 3.9 Providing EOT crane without operator.
- 3.10 All major maintenance of Plant & Machineries.

4.0 IDLE HOURS

- 4.1 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.

5.0 COMPLIANCE TO THE STATUTORY LAWS & RULES

- 5.1 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) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015
 - 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 client which may arise by reasons of contractor's default either willfully or by ignorance.

6.0 BILLING PROCEDURE & TERMS OF PAYMENT

- 6.1 Contractor shall submit their bill on monthly basis in quadruplicate for the number of wagons which has been accepted by RDSO and DM have been issued by them after acceptance by first week of subsequent month.
- 6.2 Despatch Memo (DM) and Inspection Certificate (IC) issued by RDSO, Safety Clearance of Job Completion and proof of payment of wages, PF, ESI etc. in respect of contractor's workmen shall accompany the bill.
- 6.3 90% value of the bill will be paid within 30 days from the date of receipt of contractor's bill duly supported with documents as detailed in Clause 6.2 above by BSCL.

- 6.4 Balance 10% payment will be released within 30 days against certificate for compliance of complete Scope of Work detailed in Annexure – I by authorised certifying authority of BSCL and final Raw Material / Component Reconciliation certified by Engineer in-charge of the company.
- 6.5 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.

7.0 PENALTY FOR SHORTFALL OF PRODUCTION

- 7.1 Minimum number of wagons to be DM ed during a month will be twice the number of working days available in a particular month.
- 7.2 Penalty for shortfall of production below two (2) wagons per day due to deployment of inadequate manpower or reasons attributable to contractor as decided by BSCL management shall be levied @ 5% (five percent) of the total value of the number of wagons by which the production in a month is less during the month. For example :-

Suppose,

Number of Working days in a month = 25 days

Actual number of wagon DM ed during the month = 40

Minimum number of wagon to be DM ed in the month = $25 \times 2 = 50$

Therefore, 5% of the fabrication cost of 10 wagons by which production is less during the month will be deducted from the bill of the contractor.

8.0 OPTION CLAUSE

- 8.1 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.

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 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 30 (thirty) months from the date of DM issued by RDSO. 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 Engineer in-charge 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 practitioner 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 REDUCTION & REDISTRIBUTION OF ORDERED QUANTITY

- 12.1 Performance of the contractor shall be continuously reviewed on monthly basis by BSCL after first three month. In case it is observed that the contractor has failed to achieve the out turn @ minimum two (2) wagons per working day available during the month, the BSCL management reserves the right to reduce the ordered quantity up to 40% of the remaining quantity and offload the same to another contractor.
- 13.0 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.
- 14.0 All other terms and conditions of the contract will be as per the General Conditions of Contract attached herewith.

for **Burn Standard Company Limited,**

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

TENDERER'S SIGNATURE :.....
DESIGNATION :.....
DATE :.....
COMMON SEAL

PRICE FORMAT

Sl. No.	DESCRIPTION	QUANTITY	UNIT RATE	TOTAL PRICE
1	Complete fabrication of Broad Gauge Bogie Rail Wagon Type BRN-22.9 as per approved Drawings / Specifications / Welding Procedure Specification (WPS) / Quality Assurance Plan (QAP) starting from cutting of material to size as per drawing and cutting diagram to finishing and dispatch stage (after completing the fabrication of wagon structure in all respect in regard to preparation, fabrication and fitment of all components/ sub-assemblies /assemblies, complete welding, riveting/ huck bolting, wagon wheeling, shot blasting, painting, lettering, air brake fitting & testing, finishing and dispatch after obtaining clearance (DM) from RDSO as per scope of work detailed in Part – I : Annexure – I “Scope of Work”.	151 Nos.		
2	Taxes & Duties applicable as on Bid Opening Date. a) GST @..... b) Any other taxes & Duty to be specified by bidder			
3	TOTAL			

TENDERER'S SIGNATURE :.....
DESIGNATION :.....
DATE :.....
COMMON SEAL

PRICE FORMAT

STAGE WISE BREAK UP OF LUMP SUM RATE QUOTED IN ANNEXURE – IV

Stage No.	Description	Unit Rate per Wagon (RS.)
1	Raw Material cutting as per cutting diagram and processing of components i.e. Shearing, Gas Cutting, Plasma Cutting (including profile cutting as per drawing / template), Drilling, Machining, Pressing, Forging as applicable.	
2	Fabrication of Central Girder Assembly (Drg. No. WD-09053-S-05 Item – 11)	
3	Fabrication of Cross Bar Assembly (Drg. No. WD-09053-S-05 Item – 1)	
4	Fabrication of Central Girder Cross Bar Assembly (Drg. No. WD-09053-S-05 Item – 2)	
5	Fabrication of Bolster Assembly (Drg. No. WD-09053-S-05 Item – 04) including processing Bolster Center Pressing (Drg. No. WD-09053-S-05 Item – 6) & Bolster Stiffener Pressing (Drg. No. WD-09053-S-05 Item – 4)	
6	Fabrication of Bolster Girder Knee Assembly (Drg. No. WD-09053-S-05 Item – 13)	
7	Fabrication of End Centre Sill Assembly including Huck Bolting / Riveting (Drg. No. WD-09053-S-05 Item – 7)	
8	Fabrication of Auxiliary Reservoir Suspension Bracket Assembly (Drg. No. WD-09053-S-05 Item – 16)	
9	Fabrication of Side Stanchion Assembly (10/wagon set) (Drg. No. WD-09053-S-03 Item – 7, Ref. Drg. No. W/LG-1843)	
10	Fabrication of Side Stanchion Bracket (RH-5/LH-5) (Drg. No. WD-09053-S-03 Item – 8 & 9, Ref. Drg. No. W/LG-1844 & 1846)	
11	Fabrication of Side Stanchion Rest (10/wagon set) (Drg. No. WD-09053-S-03 Item – 10, Ref. Drg. No. W/LG-1847)	
12	Fabrication of Underframe Assembly including complete welding on manipulator, fitting / welding of Floor Plate / Side Rail / Loose Components, Huck Bolting / riveting of C. P. Top, fitment of Coupler / Draft Gear, fitment of Side Bearer Arrangement	
13	Fabrication of Fixed End Arrangement, Ladder assembly, all fabricated brake items and relevant sub- assemblies.	
14	Fitment of Fixed End Arrangement on complete under frame ad Huck Bolting / riveting of same as specified in drawings / WPS.	
15	Fitment / Huck Bolting / Riveting of Side Bracket / Link, Side Stanchion, Side Stanchion Bracket, Side Stanchion Rest as specified in the drawing.	
16	Wagon wheeling which includes handling of mounted wheels, bogie, mounting of bogie on wheel, lowering superstructure on mounted bogie as required and relevant.	
17	Repairing / rectification as necessary including completion of missed out jobs, if any.	

Stage No.	Description	Unit Rate per Wagon (RS.)
18	Painting & Lettering as per requirement of relevant drawing / specification.	
19	Fitment and Testing of air brake system.	
20	Put up complete wagon for RDSO inspection and obtaining DM after inspection.	
21	Any other work not specified above but is required to be done for completion of fabrication of wagon.	

TENDERER'S SIGNATURE :.....

DESIGNATION :.....

DATE :.....

COMMON SEAL