



BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

(SUBSIDIARY OF BBUNL)

5, HIDE ROAD, KOLKATA – 700 043.

TENDER ENQUIRY NO: BWT/BTAP/PIPING/06-07

Date: 19.06.06

“Sealed offers are invited from experienced and resourceful fabricators for fabrication of fluidizing pipe, flanges and outlet box for 123 Nos. BTAP(HP) Wagon at Clive Works as per scope of work detailed in the tender document.”

1. **Issue of Tender Documents:** Any working day (**Except Sunday & holiday**) between 10.00 AM to 2.00 PM from 19.06.06 to 03.07.06 **against payment of Rs.200/- by Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'** Willing bidder may download the tender document from our Website **'www.braithwaiteindia.com'** and participate in this tender by paying Rs.200/- in the form of **Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'** along with Techno-commercial Bid & EMD (Part I)
2. Closing of Tender Box at **11.00 AM** on 04.07.06 (Due date)
3. Opening of part-I bid of the Tender at **11.30 A.M.** On 04.07.06.

The offer should comprise of parts as under:

- i. Part-I : Techno-Commercial Bid & EMD
- ii. Part-II : Price Bid.

All these parts shall be inserted separately in 2 envelopes and these shall be put in 3rd envelope and all the envelopes shall be super scribed with our **Tender No., Part No. and Due date.**

Sealed Tender, addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-43** may be dropped in our **Tender Box No 1** (in case of hand delivery) or may be sent by Registered post but must reach us **Positively within 04.07.06 (due date) by 11.00 A.M.**

Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason.

The Scope of Work, terms & conditions and format of price bid are enclosed.

For **BRAITHWAITE & CO. LIMITED**

General information :

- i) Tender will be considered as cancelled if the documents as required for Part-I & Part-II are not placed in respective envelope.
- ii) The tender is not transferable.
- iii) Braithwaite reserve the right to accept or reject any tender without assigning any reason, whatsoever and without incurring any liabilities to the affected bidder.
- iv) For unqualified bidders due to technical / credential / non-acceptance of our tender condition, the unopened price bids of those unqualified bidders will be returned back.
- v) **Parties should visit and inspect the infrastructural facility available with us before submitting the tender.**

Part – I : Techno-commercial bid & EMD

A. Credential :

Tenderer should submit all papers related to credentiality i.e. proof of past performance regarding fabrication of piping job with radiographic /X-ray quality welding to suit high pressure testing hydraulically at 15 kg. per sq. cm. or more, income tax clearance certificates, ESI, PF registration, Trade Licence etc.

B. **EMD.- Rs. 10,000/-** (Rupees Ten thousand only).

- (i) E.M.D. is required to be submitted by Demand Draft / Pay Order / Bank Guarantee (format enclosed Annexure – 'C') in favour of Braithwaite & Co. Limited, Kolkata failing which Tender will not be considered. However, for SSI Units with single point registration with NSIC, payment of EMD / Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. Copy of the valid NSIC Registration Certificate should be furnished.
- (ii) EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of the tender. For the Tenderer claiming exemption from EMD on account of their single point registration with NSIC, their cases may be referred to the concerned Ministry for taking appropriate action in the event of violation of tender condition.
- (iii) EMD shall be returned to unsuccessful bidders, only after finalisation of the contract/tender.

C. **Terms & conditions :**

- (i) No offer will be considered without EMD of full value as prescribed.

- (ii) Security Deposit @ 5% of ordered value only in the form of BG to be submitted by the successful bidder within 10 (ten) days on receipt of Purchase Order and on receipt of the Security B.G. EMD will be refunded back. Format of BG is enclosed (**Annexure – D**). Bank Guarantee towards Security Deposit will be released on completion of Warranty / Guarantee period.
- (iii) Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- (iv) Offer should remain valid for 90 days from the date of opening of this tender.
- (v) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder. Otherwise tender will be invalidated.
- (vi) Alteration / inclusion / deviation will not be allowed once the bid is submitted.
- (vii) Quantity of items may vary depending on our requirement to the extent of $\pm 30\%$.
- (viii) **Splitting of Tender** – We reserve the right to split up the tendered 'job' and 'quantity' within more than one bidder without assigning any reason.
- (ix) **Liquidated Damages** – In the event of failure on the part of the Contractor to complete the job within the stipulated completion period Braithwaite reserve the right to recover a sum of 0.5% for every week or part thereof by way of L.D. subject to maximum limit of 10% of the ordered value.
- (x) **Risk Purchase** – In the event of failure on the part of the 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 on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the Contractor.
- (xi) **Arbitration** – Any dispute and difference whatsoever arising between the Contractor out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian council of Arbitration and the award made in pursuance thereof shall be binding on the Contractor.
- (xii) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- (xiii) The bidders may contract our Clive Works Drawing Office for any query / study the related drawings on any working day except Wednesday.
- (xiv) Payment terms shall be 30 days credit otherwise Price Bid Part may not be considered. Payment will be made against the rate (per wagon basis) fixed and no other mode of payment against partly done job shall be accepted. Bills will be accepted after getting the wagon passed / stamped (i.e. DM) by R.D.S.O.

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- (xv) Braithwaite reserve the right to terminate the contract / order by giving 7 days notice, at any point of time.
- (xvi) The contractor shall maintain register of receipt and issue of all free issue materials. Material reconciliation statement for free issue materials shall be prepared and submitted by the contractor, before final settlement or earlier (if required).
- (xvii) In case of availing any equipments / services which is / are within Contractor's scope of work from Braithwaite, the Contractor shall have to pay rental / hire charges to be determined by BWT.
- (xviii) Monthly production Planning and monthly production progress report should be submitted by the contractor to our concerned authority.
- (xix) BWT will not pay any idle labour charge during execution of the job / order.
- (xx) (Warranty / Guarantee period of the job against the order will be 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.
- xxi) In case of any damage done to materials of Braithwaite by Contractor's people during execution of work, it will be a binding to the contractor to compensate Braithwaite for the damage done and amount of compensation will be decided by Braithwaite.
- (x) The Bidders should declare that they would be complying with the provisions & Statutory requirement of Contract Labour (Regulation & Abolition) Act.
- (xi) Canteen facilities will not be provided by Braithwaite & Co. Ltd. Arrangement of meals and tiffin, if any, for Contractor's employees will have to be made by the Contractor from outside at his cost.
- (D) **Statutory Obligations :**
 - i) The employees of the contractor should follow all the instruction given to their authorized representative while doing job at the works of Braithwaite & Co. Ltd.
 - ii) The Contractor's workmen should be covered by proper insurance against any injury / accident and or death. Braithwaite will not be responsible on this account under any circumstances. In case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.
 - iii) The Contractor will fulfill statutory obligations as under :
 - a) Contract Labour (Regulation & Abolition) Act, 1970.
 - b) Contract Labour (Regulation & Abolition) Rules, 1970.
 - c) E.S.I. Act Scheme.

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- d) Minimum Wages Act & Rules as fixed by Govt. time to time.
 - e) P.F. Act, 1952, Pension Act and allied scheme.
 - f) Payment of Bonus Act.
 - g) To contribute as per Provident Act, 1952, E.S.I. Scheme Act and Scheme & Minimum Wage Act & Rules as fixed by Govt. time to time.
- iv) The Contractor shall have to comply with all statutory responsibilities in regard to the Contract Labour (Regulation & Abolition) Act, Employees' Provident Fund Act, E.S.I. Act & Bonus Act. If the Contractor does not have P.F. Code No. with RPFC, 20.69% on labour charges will be deducted from the Contractor's bill as 10% deduction towards contribution of workmen and 10.69% towards Contractor's contribution.

The responsibilities of Contractor under the Contract Labour (R&A) Act & Central Rules therein is appended.

- a) Appropriate Government in respect of our establishment is the Central Government i.e. Office of the Regional Labour Commissioner (Central) at Nizam Palace, Calcutta.
- b) A Contractor, who engages twenty or more workmen as aforesaid is to obtain Licence under the said Act for which he may consult Personnel Department.
- c) A Contractor is responsible for payment of wagon to his Contract Labourer which shall be paid in due time, payment should be made in presence of the representatives of the principal Employer i.e. the Company.
- d) The Contractor should issue Notice of Payment Register of Wagons, Master Roll etc. in Prescribed Format.
- e) The Contractor is responsible for payment of final settlement to the Contract Labour in the event of termination / retrenchment.
- f) The Contractor shall pay at least minimum wages for different categories as prescribed by the Government from time to time.
- g) Every Contractor shall maintain the Register of persons employed in Form III. The Contractor shall issue an employment card in Form XIV, duly filled in. On termination of employment at any reasons whatsoever the contractor shall issue to the workmen whose service have been terminated the service certificate in Form IV.
- h) Every Contractor shall maintain a Master Roll in Form XVI and a Register of Wages in Form XVIII. Register of Overtime in Form XXIII and Register of Deduction in Form XX and Form XXI and Register of Advance in Form XXII.

All those Registers must be available at sites and subject to inspection at any time the Company as well as Government authorities.

- i) The Contractor shall issue wage slip in Form XIX and issue Notices of Payment, prior to every disbursement.

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- j) The Contractor shall issue notices, showing the rates of wages, hours of work, wage period, date of payment of wages, name, designation and address of the inspector having jurisdiction, date of payment unpaid wages. He should forward a copy to the Inspector under the Act as well as to the Company. He should also furnish other Statutory Notices.
- k) An unconditional acceptance of terms & conditions of the tender is to be given along with the offer.

Part II : Price Bid

- i) **Lumpsum price for the job per wagon basis should be quoted. However, break-up details for manpower, rate of individual jobs should be provided by the bidder (contractor), if required by the purchaser.**
- ii) Price Bid (Part – II) shall be opened only if Part – I is qualified.
- iii) Quoted rate in the offer should be in terms of labour charges (including all) only for the job(s) as described in Annexure – B.
- iv) Rates should be mentioned in figure as well as in words.
- v) Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.
- vi) Any overwriting / rewriting in price bid will not be allowed.
- vii) Price schedule :

Job Description	Quantity	Rs./Per Wagon set (in Figuer) Lumpsum	Rs./Per Wagon set (in Word) Lumpsum	Any other charges per W/set. (if any Lumpsum)
Complete fabrication of fluidizing pipe, flanges and outlet box for 123 Nos. BTAP(HP) Wagon at Clive Works as per Annexure 'B'.	123 Wagon Sets			

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A. Scope of work :

Sl.No.	Description of job	Quantity
1.	Decompression of Pipe as per Drg. No. CW1/BATW/02-07, Alt. 1 (Item 2, 3, 3/1, 5 & 6).	123 Wagon sets
2.	Fabrication of Pipe with Flange, Tee, Bend, Reducer etc. as per Drg. No. CW1/BATW/02-08, Alt. 4 (Item 1, 3 to 31).	123 Wagon sets
3.	Fabrication of Pipe with Flange and Elbow as per Drg. No. CW1/BATW/02-09, Alt. 3 (Item 22, 23 & 24).	123 Wagon sets
4.	Fabrication of Outlet Box as per Drg. No. CW1/BATW/02-12, Alt. 4 (Item No. 1, 2, 3, 4, 5, 6, 7 & 8).	123 Wagon sets

Note : (a) Details of flanges as shown in our Drg. No. CW4-BATW-03-04.

B. Inspection :

Inspection will be done by our internal Inspectors, which at a later stage are to be ratified by RDSO and the responsibility of getting the job finally passed by RDSO is contractor's responsibility.

C. Contractors' responsibility :

1. Materials handling i.e. raw steel as well as finished items from one place to another place.
2. Materials identity records i.e. (a) Traceability of processed materials, (b) Traceability record to be maintained for onward submission to R.D.S.O. if required.
3. Pipe bending, threading, preparation of flanges, drilling, fabrication of all items as per drawing.
4. All consumables except D.A. & Oxygen, reducers, 90⁰ bend & tee to be supplied as and when required
5. All finished products to be properly stacked with identification mark as per direction of the purchaser.
6. Shop floor is to be kept clean and generated scraps to be kept in scrap box.
7. Pressing tools, tackles, fixtures, jigs etc. if required have to be arranged with contractor's own material.
8. Total manpower required for the job.
9. Pressure testing (hyd. & pneumatic) to be done by the contractor as and when required. Material testing facility will be provided by the company at the Angus Works if required.
10. Electrodes as required will be supplied by the contractor.

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D. Braithwaite's responsibility :

1. Machineries and space will be provided at free of cost.
2. Electricity will be provided at free of cost.
3. Raw materials, approved drawings, B.O. components, E.O.T. Crane, Compressed Air, Dissolved Acetylene and compressed Oxygen for gas cutting, Drinking water.
4. Infrastructure facility as available at present at Braithwaite (Clive Works) will be provided at free of cost.
5. (a) Pipes, Bends and raw materials for the job against SI. No.1 of the Scope of Work.
(b) Pipes and raw materials for Flanges along with Tees, Reducers & Elbows for the job against SI. No.2 of the Scope of Work.
(c) Pipes & raw materials of Flanges, Elbows for the job against SI. No.3 of the Scope of Work.
(d) Raw materials for flanges pipes & plates for the job against SI. No.4 of the Scope of Work.

E. Mobilisation :

Contractor shall mobilise all equipment and manpower within seven days of receiving of Purchase Order.

For BRAITHWAITE & CO. LTD.

FORMAT OF BANK GUARANTEE FOR 'EMD'

(To be executed on non-judicial stamp paper of Rs. 50/-)

(Name of the Bank)

To

Braithwaite & Co. Ltd.
5, Hide Road,
Kolkata-700 043.

Bank Guarantee No.:

Dated :

1. In consideration of the Braithwaite & Co. Ltd., having its registered office at 5, Hide Road, Kolkata-43 (hereinafter called the company), having agreed to exempt M/s. _____ (hereinafter called the said bidder) from the demand under the terms and conditions of the Tender Notice No. _____ made between Braithwaite & Co.Ltd., & M/s. _____, Offer No. _____ against the said tender mentioned in the tender (hereinafter called the tender notice) of Earnest Money in for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of Bank Guarantee for Rs. (Rupees.....only) acceptable to the company. We, the..... (hereinafter referred to as the bank) at the request of M/s. _____ (bidder) do hereby undertake to pay to the company an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the company by any breach by the said bidder of any of the terms and conditions in the said tender.
2. We, _____ do hereby undertake to pay amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said bidder of any of the terms and conditions contained in the said agreement or by reason of the bidder failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due to payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, undertake to pay forthwith to the company any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any Court or Tribunal or Arbitration relation thereto our liability under this recent being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

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4. We, _____ further agree that the guarantee herein contained shall in full force and effect during the period that would be taken for the performance of the said tender notice and that it shall continue to be enforceable till the dues of the company under or by virtue of the said offer against Tender Notice have been fully paid and its claims satisfied or discharged or till the company. (Braithwaite & Co. Ltd.) certify that the terms and conditions of the said offer have been fully and properly carried out / performed by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____(date). We shall be discharged from all liability under this guarantee thereafter.
5. We, _____ further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said offer or to extend time of performance by the said company from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said bidder and to forbear or enforce any of the terms and conditions relating to the said offer and we shall not be relieved from our liability by reason of any such variation or extension being guaranteed to the said company or for any forbearance. Act or omission on the part of the company or any indulgence by the company to the said bidder or by such any matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the company / bidder.
7. We, _____ further undertake to extend the validity of the guarantee beyond the period prescribed in clause-4 or as extended from time for such further period as may be required by the company in writing before the expiry of this guarantee and upon such extension(s) all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).
8. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rupees _____only). Our guarantee shall remain in force till _____. Unless a claim in writing is presented to us within 3 months from the date i.e. _____(validity + 3 months), all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Date: _____

For _____

Stamp

Name & Designation :
 Bank :
 Branch :
 Address :

PROFORMA

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be established through any Nationalized Bank)

No.

Date

M/s. Braithwaite & Co. Limited
 (A Govt. of India Undertaking)
 5, Hide Road
 Kolkata – 700 043

Dear Sirs,

1. In consideration of your agreeing to accept Bank Guarantee towards Security Deposit of Rs. (Rupees.....) furnishable to you by M/s. (hereinafter called the "Contractor") having its registered Office in terms of contract No. dated with M/s. Braithwaite & Co. Limited, A Govt. of India Undertaking having its registered Office at 5, Hide Road, Kolkata – 700 043 (hereinafter called the "Purchaser"), the Contractor requested us to provide the guarantee to fulfill contractual obligation. We.....(Bank name) at the request of the Contractor, are holding in trust in favour of you the amount of Rs. and agreed to pay to you on demand immediately without protest or demur or reference to the Contractor if the Contractor failed to perform all or any of the obligation under the said contract. The decision of the Purchaser duly communicated in writing to the Bank that the Contractor have failed to perform all or any of the obligation under the said contract shall not be questioned and shall be final and conclusive (irrespective of stand that can be taken by or on behalf of Contractor). The said amount of Rs..... shall be paid forth with on demand.
2. It is fully understood that this guarantee is effective for a period ofdays from the date of issue and shall continue to be enforceable till six months thereafter and that we.....(Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said contract and after the Contractor had discharged all his obligations under the said contract and produce a certificate of due completion of the work under the said contract provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforceable after the said date.
4. We.....(Bank) further undertake to extend the validity of the guarantee beyond the period prescribed in Clause (3) or as extended from time to time, for such further period as may be required in writing before the expiry of this guarantee and upon such extension(s), all terms and conditions of this guarantee shall remain in full force till the expiry of this extended period.

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Subject to the maximum limit of our liability as aforesaid the guarantee will cover all your claims or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your claims in writing is lodged on us before expiry of 6 months from the date of expiry of this guarantee.

Notwithstanding any thing contained hereinabove our liability under this guarantee is restricted to Rs. and this guarantee shall remain in force until Unless a written claim is lodged on us for payment under this guarantee within six month or the guarantee i.e. on or before.....all your rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liability, thereunder, irrespective of whether or not the original guarantee is returned to us.

5. We.....(Bank) further agree that the Purchaser shall have the fullest liberty without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of your rights or powers exercisable by the Purchaser against the said contractor and / or forbear to enforce any of the terms and conditions relating to the said contract and we shall not be released from our liabilities under this guarantee by reason of any such variation or extension being granted to said contractor or for any forbearance and / or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor or by any other matter whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. We (Bank) further agree that the guarantee herein contained shall not be affected by the liquidation or winding up, dissolution or change in the constitution of the said Contractor.
7. Your right to recover the said sum of Rs. from us in any manner will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute or disputes are pending before any, Officer, Tribunal or Court.
8. We have power to issue this guarantee in your favour and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

For & on behalf of
(Banker's Name)

Branch Manager
(Banker's Seal)

Address

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