



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 700 043,
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413.

E-mail : braithwaite_co@yahoo.com, FAX : 91 (033)2439 7632 / 2439 5607

To,
M/s

TENDER ENQUIRY NO. BCL/PUR/FAB / 150 BOSTHS /CW / 10 dt. 01.05.2010

Sealed Tenders are invited from experienced and resourceful Fabricators / Contractors for fabrication and assembly of 150 Nos. BOSTHS wagons in workshop of BCL.

E.M.D : Rs. 50,000/-
Cost of Tender : Rs. 500/-

1. **Issue of Tender Documents:** Any working day (**Except Sunday & Holiday**) between 10.00 a.m. to 4.30 p.m.
2. Closing of Tender Box at on 31.05.2010 (due date) up to 12.00 hrs
3. Opening of part-I bid of the Tender at 15.00 hrs. on 31.05.2010
4. The offer should comprise of 2 parts as under:
 - i. Part-I : Techno-commercial Bid & EMD
 - ii. Part-II : Price Bid

All two parts shall be inserted separately in 3rd envelopes and super scribed with our **Tender No. Part No. & Due Date.**

Sealed Tender, addressed to **DGM (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** 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 31.05.2010 (due date) up to 12.00 hrs.** The techno commercial bid shall be opened on 31.05.2010 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender .The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

5. Braithwaite & Co. Ltd. reserves the right to accept / reject / split any or all tender in part or full without assigning any reason.
6. An unconditional acceptance of terms & conditions of the tender is to be given along with the offer.
7. Tender documents can also be available by down loading from our website www.braithwaiteindia.com. In that case, Rs. 500/- in from of Demand Draft / Pay Order is required to be submitted towards cost of tender documents in addition to EMD amount along with the techno-commercial offer.

For Braithwaite & Co. Ltd.

PART-I : Techno-Commercial Bid & EMD:

1. Credential / Qualifying Criteria

Tenderer should submit all papers related to credentiality along with the techno commercial bid:

A. **Financial eligibility:**

Average Annual Turnover of minimum Rs. 11.25 Lakh during the last three financial years ending 31.03.2010. Bidder should submit audited Balance Sheet and Profit & Loss Account for last three years ending 31.03.2010. Bidder must have earned profit in any one of the last three financial years ending on 31.03.2010 and should have positive net worth as on 31.03. 2010.

Audited Balance Sheet and Profit & Loss Account of the Company for last 3 (Three) years ending on 31.03.2010 need to be submitted in support of above requirement. In case Audited Balance Sheet and Profit & Loss Account for the year ending 31.03.2010 is not available, the bidder shall submit un-audited Balance Sheet and Profit & Loss Account for the year. Moreover, the bidder in that case shall also submit last three years such information ending 31.03.2009.

B. **Technical eligibility:**

Experience of having successfully executed similar works (defined below) during last seven years ending 31.03.2010 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs. 15.0 lakh or three similar executed works each fabricated not less than 822 MT.

OR

Two similar executed works each costing not less than Rs. 18.75 lakhs or two similar executed works each fabricated not less than 1028 MT.

OR

One similar executed works costing not less than Rs. 30.00 lakhs or one similar executed works fabricated not less than 1644 MT.

The term similar works means works of following nature.

a) Heavy structural work of Power Plant e.g. General Fabrication Structures, Auto Welded Beams and Boxes, Columns, Ducts etc.

OR

b) Heavy Structural work of infrastructure projects e.g. Bridge Girder, Heavy Industrial Structure etc.

OR

c) Wagon manufacturing experience under Registered Wagon Builders premises.

- Should have achieved a minimum production of 1028 MT of heavy structural fabrication in a twelve month period during the last 7 years, which should include a peak production of 250 MT per month for a consecutive two months period.

- Structures fabricated by the bidder should have been inspected and approved by renowned inspection agencies like RDSO, BHEL, Lloyds, RITES, NTPC, BWT etc.

Tenderers credentials will be evaluated on the basis of good track record and timely execution of the contract.

2. **Earnest Money Deposit (E.M.D)**

- a. Earnest Money Deposit of **Rs. 50,000 /-** (Rupees Fifty Thousand Only) is required to be submitted by Cross A/C Payee Demand Draft/ Pay Order in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS&D, SSI units registered with NSIC and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.
- b. EMD is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- c. EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decide by the bidder adjusted against Security Deposit for the said job.

Offers without the above documents are liable to be rejected as “Techno-commercially non Responsive”.

3. **GENERAL TERMS & CONDITIONS:**

- i. **No offer will be considered without EMD and tender cost**
- ii. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalid.
- iii. Offer should remain valid for 90 days from the date of opening of this tender.
- iv. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- v. Security Deposit will be returned only on completion of warranty period.
- vi. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.
- vii. Tender will be considered as cancelled if the documents as required for Part-I & Part – II are not placed in respective envelopes. Part –II (price bid) should contain only price bid as per format enclosed.
- viii. The tender is not transferable.
- ix. **Splitting of Tender:** BCL reserve the right to split up the order quantity between L1 bidder and other bidders in the ratio 60:40 through issue of counter offers. In such case, counter offer will be issued in order of L2, L3, L4, etc. In case none of the bidders accept counter offer entire order will be placed on L1.
- x. **Risk Purchase:** In the event of failure or delayed execution within the reasonable period of time as decided by the purchaser. Company 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. BCL reserve the right to forfeit the Security Deposit also of the defaulting firm.

xi. 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.

xii. Security Deposit:

- (a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / pay Order for a sum equal to 10% of the contract value within 15 days from the date of issue of the Purchase Order. The Security Deposit shall remain valid till Warrantee / Guarantee period.
- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.
- (c) Security Deposit may be waived for SSI, NSIC, PSU and DGS & D, RDSO.
- (d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

xiii. Performance Guarantee:

The contractor shall have to submit Performance Bank Guarantee for 10% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee is mandatory irrespective of non-submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to the warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee.

Even providing Bank Guarantee, suppliers are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or bad workmanship, the vendor shall arrange replacement of the defective materials or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

xiv. Delivery: 40 to 50 wagons to be manufactured per month. The contract shall remain valid for entire delivery of 150 Nos. wagons.

xv. Arbitration : All questions, disputes or differences whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator who shall be the Managing Director 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 purchase order.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

xvi. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

- xvii.** The bidders may contact In-charge (VW/CW) at Victoria Works for any query on any working day except Sunday & Holiday.
- xviii. Payment terms** – Payment will be made progressively on receipt of bill duly certified by Production In-charge or any of his authorized representative and after getting D.M / IC of the wagon from RDSO and on receipt of payments of corresponding wagons from railways by BCL. However bills should be raised only after completion of minimum 5 wagon sets at a time.

Statutory deductions like Works contract Tax, Income Tax etc. will be made at source from the payments to be released to the contractor.

- xix.** Company reserves the right to accept/reject any tender wholly/partly without assigning any reason whatsoever.
- xx.** Machinery / facilities shall be provided to contractor as per tender terms only.
- xxi. Inspection** – The entire job to be done as per the satisfaction of internal inspection / RDSO or any outside agency deputed for this job only.
- xxii. Warranty / Guarantee** – Warranty / Guarantee period will be 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.
- xxiii.** For urgency of production or for higher production target (monthly), contractor shall have to work beyond our normal working hours even in night shift or in any holiday also. However, no extra payment whatsoever will be payable in this regard.
- xxiv.** Job cannot be sub-contracted without permission of BCL.
- xxv.** Unconditional acceptance of all the terms & conditions as mentioned above should be given by the tender along with their offer.
- xxvi.** Braithwaite reserves the right to terminate the contract / order by giving (7) seven days notice at any point of time.
- xxvii.** The contractor shall maintain Register of the receipts and issue of all free issue materials. Materials Reconciliation statement for free issue materials shall be prepared and submitted by the contractor before final settlement or earlier (if required).
- xxviii. Quantity variation:** Quantity of item may vary depend on our requirement to the extent of $\pm 30\%$ or more as per the discretion of Braithwaite.

BCL also reserve right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms.
- xxix.** No idle labour charges shall be paid by BCL during execution of order.
- xxx.** The entire job is to be carried out by the contractor as per the instruction of our Shop Floor Official / Internal Inspection Deptt. and to the satisfaction of our customer / their nominated inspection agency.
- xxxi.** Collection of DA & O₂ cylinder from collecting point and shall be returned the empty cylinders after its use to the collecting point without any delay.
- xxxii.** Contractor has to carry out the repairing / defective jobs at free of cost if any found after later stage.

xxxiii. Consumption of electrodes / consumables which will be supplied by us required to be restricted to our estimated quantity. Any excess consumption beyond (+) or (-) 5% of our estimate, shall be contractor's account and if found excess consumption, the party to be asked to pay for the same.

xxxiv. Rate:

- ◆ Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format.
- ◆ The contract will be a Fixed Price Contract and no escalation will be payable.
- ◆ Quoted rate shall remain Firm during currency of the contract.
- ◆ Bidder should quote their most competitive rate. If felt necessary by BCL, price negotiation will be held with lowest (L1) bidder.
- ◆ Quoted rate shall be inclusive of all taxes & duties.

xxxv. Taxes & Duties:

Payment of Excise Duty & VAT / Sales Tax on finished wagon shall not be applicable to contractor. Such liability of ED & VAT / Sales Tax on finished wagon will be on the part of BCL. Contractor will not be entitled to claim any amount in these regard.

The quoted rate shall be inclusive of all taxes and duties as applicable for the job. Payment of such statutory levies shall be in the scope of contractor.

xxxvi. Specification, Drawings, Technical details etc.: The specification, drawings, bill of materials & other technical information can be seen by the bidders from the office of DGM (DDO) of BCL before quoting. The bidders shall read and understand the technical documents before quoting. A declaration in the techno-commercial bid shall have to be submitted by the bidder that the design, specification, drawings & other technical information have been fully read and understood and accordingly prices have been quoted in price bid.

xxxvii. Evaluation of Lowest bid: Evaluation of lowest bid shall be made on the basis of L1 rate per wagon received inclusive of taxes & duties.

4. STATUTORY OBLIGATIONS:

- i. 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.
- ii. 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.
- iii. 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.
- iv. **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.
 - (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.

- v. The Contractor shall have to comply with all statutory responsibilities in regard to the Contract Labour (Regulation & Abolition) Act, Employees' Provident Fund Act, ESI Act & Bonus Act. The contractor must have registration with PF & ESI.
- vi. 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.
- vii. The bidders should declare that they would be complying with the provisions & statutory requirement of Contract Labour (Regulation & Abolition Act.)
- viii. The contractor shall have to comply all safety rules and regulations during execution of the job.

1. **Mobilization:** Contractor shall mobilize all equipment's and manpower within seven days from the date of receiving of Purchase Order / L.O.I.
2. **Inspection:** Inspection of sub-assemblies and final wagon to be done by our internal inspectors and final ratification and passing to be done by RDSO for which contractor will be solely responsible.

3. **Scope of Work for Contractor:**

Fabrication & assembly of BOSTHS wagon as per RDSO specification and drawings. Traceability of materials, identification marks on each prepared material as per given lot no. marking , cutting, pressing, drilling, materials handling, welding and fitting etc. comes under contractor scope of work. Traceability record as per welding G-72 to be maintained for onward submission to RDSO.

Details are given below:

- Preparation of material for complete BOSTHS wagon as per drawings.
 - Preparation & manufacturing of all sub-assemblies i.e. Centre Sill, Solebar, Bolster, Cross Bar etc. including all types of Drillings, Edge Cutting, Pressing, Bending, Welding etc. as necessary.
 - Prep cum fabrication of side body ,end body ,ladder, foot step air brake &coupler fitting components etc. including all type of drilling edge cutting, pressing, bending etc.
 - Preparation cum fabrication of door and fixing of Door with the wagon.
 - Fabrication, manufacturing & assembly of uncoupling gar arrangement including complete welding & fixing.
 - Riving / huck bolt of total wagon along with under-frame.
 - Floor plate welding including necessary preparation.
 - Fixing of Hand Hold, Crib Angle including welding & necessary preparation.
 - Miscellaneous repairing, grinding, chipping, finishing as per requirement of RDSO Inspector for DM.
4. Safety measures to be taken at the time of work.

Contractor's Responsibility:

- i. Contractor should engage category wise skilled labour for the job.
- ii. Welding screen with glass
- iii. Cables for welding m/c. (as per specification)
- iv. Electric switch board with 50'-0" lg. extn. Cable.

- v. Gas cutting sets Hand cutting sets with matching LPG / C₂H₂ / O₂ pipe & regulator with cutozen nozzles and CO₂ regulator with accessories (welding cable) etc.
 - vi. Electric grinding M/c. with wheels.
 - vii. Flat and round chisels along with chipping m/c.
 - viii. Portable magnetic drill m/c. or Pn. Drill m/c. with drill bits or reamers.
 - ix. Necessary drill bits for the drilling & preparation of material.
 - x. Portable heater for welding purpose
 - xi. Measuring instruments
 - xii. Tools & tackles
 - xiii. Pneumatic riveting hammer with riveting snap, dolly, holder up etc.
 - xiv. All safety items required for the job.
5. Daily time schedule for work: Shift 8 a.m. to 4.30 30 p.m. and extra hour on “as and when” required basis.
- And extra hour on “as and when” required basis and as directed by Unit head / CW.
- Statutory deduction, if any, as per rules to be maintained srrictly by the contractor.
6. **BCL responsibility:** Raw materials, Drawings and Material list, Electricity, EOT Crane, Electrodes, Heater, Compressed Air, CO₂ Cylinder, LPG, D.A & Oxygen cylinder, required Pn. Hose Pipe & accessories, Welding m/c, Perl Coke, Plants like Shearing m/c, Drill m/c, CNC m/c, Press m/c (B.S.S), Profile cutting m/c, SAW m/c, Lathe m/c, including crane for preparation and wagon manufacturing components.

PART – II: Price Bid.

Price Bid in 2nd part of the tender should contain only price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder’s authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders. No overwriting or correction will be allowed in Price part. **Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder and wherever break-up of rates have been asked, the same have to be filled up properly. In case of non-submission of Price Bid properly, the offer may run the risk of rejection at the discretion of BCL.**

Quoted prices shall remain Firm during currency of the contract.

TENDER ENQUIRY NO. BCL/PUR/FAB / 150 BOSTHS /CW / 10 dt. 01.05.2010**Price Bid Format:**

- i. Price Bid Part shall be opened only if Part-I is qualified.
- ii. Rates should be mentioned in figure as well as in words.
- iii. Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.

Sl. No.	Description	Qty.	Rate per wagon (in figure)	Rate per wagon (in words)
A	Complete fabrication and assembly of BOSTHS wagon.	150 Nos. w/set		
B.	<p>Scope of work in brief are given below:</p> <ul style="list-style-type: none"> • Preparation of material for complete BOSTHS wagon as per drawings. • Preparation & manufacturing of all sub-assemblies i.e. Centre Sill, Solebar, Bolster, Cross Bar etc. including all types of Drillings, Edge Cutting, Pressing, Bending, Welding etc. as necessary. • Preparation cum fabrication of side body end body. • Preparation cum fabrication of door and fixing of Door with the wagon. • Fabrication, manufacturing & assembly of uncoupling gar arrangement including complete welding & fixing. • Riving / huck bolt of total wagon along with under-frame. • Floor plate welding including necessary preparation. • Fixing of Hand Hold, Crib Angle including welding & necessary preparation. • Miscellaneous repairing, grinding, chipping, finishing as per requirement of RDSO Inspector for DM. <p>Note – All Necessary drawing will be provided by BWT.</p>			

- Notes: (i) The job shall be carried out inside CW premises.
- (ii) Other technical details shall be as per scope of work. The quoted rate shall be as per scope and terms & condition of the tender.
- (iii) The quoted rate shall be inclusive of all taxes & duties as applicable for the job.