



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 700043

TEL (033) 2439-741 5, 2439-4114, 2439-6613, 2439-7413

FAX : (033)2439 7382 / 2439 5607

EMAIL : braithwaite_co@yahoo.com

TENDER INQUIRY NO. BWT/100 BOXNLW/COMPOSITE/09 dated 31.01.2009

Tenders are invited from experienced and resourceful Fabricators / Contractors for manufacturing of 100 Nos. BOXNLW wagons on composite basis alongwith supply of CRF Section at Clive Works.

E.M.D : Rs.2,50,000/-

Cost of Tender: Rs. 500/-

1. **Issue of Tender Documents:** Any working day (**Except Sunday & Holiday**) from 10.00 am. to 4.30 pm.
2. Closing of Tender Box at on 21.02.09 up to 11.00 am
3. Opening of Part-I bid of the Tender at 11.30 am. on 21.02.09
4. The offer should comprised 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 superscribed with our **Tender No. Part No. & Due Date.**

Sealed Tender, address to **Sr. Manager (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 21.02.08 (due date) upto 11.00 a.m.**

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 their credential.

A. Financial Eligibility:

Average annual financial turnover of minimum Rs. 1 Cr during the last three financial years ending 31/03/2008. Bidder should submit Balance Sheet and Profit & Loss Account for last three years ending 31/03/2008.

B. Technical Eligibility:

Experience of having successfully executed similar works (defined below) during last seven years ending 31.12.08 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs. 120 Lakh or three similar executed works each fabricated not less than 300 MT.

OR

Two similar executed works each costing not less than Rs. 150 lakh or two similar executed works each fabricated not less than 375 MT.

OR

One similar executed works costing not less than Rs. 240 lakh or one similar executed works fabricated not less than 600 MT.

The term similar works means works of following nature.

Heavy / Medium industrial structure, e.g. General Fabrication structures, wagon, Bridge Girders, Power Plant Structures, Pressure Vessels etc.

Should have achieved a minimum production of 500 MT of heavy / medium industrial structure fabrication in a twelve month period during the last 7 years, which should include a peak production of 100 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 etc.

2. **Earnest Money Deposit (E.M.D.) : Rs.2,50,000 /- (Rupees Two lakh fifty thousand Only)**

- i. Earnest Money Deposit of **Rs.2,50,000** /- is required to be submitted by Cross A/C Payee Demand Draft/ Bid Bond in the form of Bank Guarantee as per our format in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**, failing which tender will not be considered. In case of bid bond, the validity period should initially be 120 days from the date of opening of your offer. However, for SSI Units with valid 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.
- ii. EMD/ Bid Bond will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

- iii. EMD shall be returned to unsuccessful bidder only after finalization of the contract.
- iv. EMD will be refunded to the unsuccessful bidder within a reasonable period without any interest. For successful bidder entire amount of EMD/Bid Bond will be converted into interest free Security Deposit irrespective of order value and will be retained till the successful completion of the contract. In case of failure to execute the order thus placed, security deposit will be forfeited / revoked.

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 invalidated.
- 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:** We reserve the right to split up the tender “Job” & “Quantity” among more than one bidder irrespective of the lowest valid price, considering the capacity of production, financial soundness and past performance of individual bidder.
- x. **Risk Purchase:** In the event of failure or delayed supplies 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.
- 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** : Successful bidder should submit Security Deposit @ 10% of total order value of the purchase order in the form of Demand Draft/Pay Order or B.G. within 15 days of receipt of our order which will be returned after completion of warranty/ guarantee period.

- xiii. **Plant & Machinery :-** Plasma Cutting m/c of 50 mm plate cutting capacity (if required) to be brought by the contractor.
- xiv. **Delivery:** 20 wagons to be manufactured in a month.
- 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 –** 100% within 30 days from the date of submission of bill duly certified by Production In-charge or any of his authorized representative and after getting DM of the wagon from RDSO. However, bills should be raised only after completion of minimum 20 wagon sets at a time.
- xix. Company reserves the right to accept/reject any tender wholly/partly without assigning any reason whatsoever.
- xx. Any machineries / facilities which are in the contractor's scope, if provided by BWT due to urgency of jobs, hire charge for the same will be deducted as fixed by the purchaser.
- 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 18 months from the date of delivery or 12 months from the date of commissioning which ever is earlier.
- xxiii. **Performance Guarantee :** Performance Guarantee in the form of BG @10% of order value which will be valid till completion of warranty period. The security deposit may also be converted as Performance Bank Guarantee.
- xxiv. 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.
- xxv. Job cannot be sub-contracted without permission of BWT.
- xxvi. Unconditional acceptance of all the terms & conditions as mentioned above should be given by the tender along with their offer.

- xxvii. Braithwaite reserves the right to terminate the contract / order by giving (7) seven days notice at any point of time.
- xxviii. 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).
- xxix. 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.
- xxx. No idle labour charges shall be paid by BWT during execution of order.
- xxxi. The entire job is to be carried out by the contractor as per the instruction of our Shop Floor Official / Internal Inspection Deptt. and RDSO Official.
- xxxii. Collection of DA & O₂ cylinder from collecting point and shall be returned the empty cylinders after its use to the collecting point.
- xxxiii. Contractor has to carry out the repairing / defective jobs at free of cost if any found after later stage.
- xxxiv. 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.
- xxxv. For 2nd and subsequent time of testing (if required) as per requirement of the job for all radiography welding which are failed in 1st of testing, the contractor shall have to make arrangement at his own cost.

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. 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.

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.)

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

i. Appropriate Government in respect of our establishment is the Central Government i.e. Office of the Regional Labour Commissioner (Central) at Nizam Palace, Calcutta.

ii. Contractor, who engages twenty or more workmen as aforesaid is to obtain Licence under the said Act for which he may consult Personnel Department.

iii. 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.

iv. The Contractor should issue Notice of Payment, Register of Wagons, Master Roll, etc. in Prescribed Format.

v. The Contractor is responsible for payment of final settlement to the Contract Labour in the event of termination / retrenchment.

- vi. The Contractor shall pay at least minimum wages for different categories as prescribed by the Government from time to time.
- vii. 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.
- viii. Every Contractor shall maintain a Master Roll in Form XVI and a Register of Wagon 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.

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

Unconditional acceptance of all the terms & conditions as mentioned above should be given by the tenderer along with their offer.

Scope of Work

A. Contractor's Responsibility

1. Jigs / templates / Fixtures / Stallages will be provided by BCL. Contractor to keep necessary records. It is advisable to visit the factory and get detail scope of work before participation in the bid.
2. Any minor gas cutting / left out drilling etc., if required for any item or sub-assembly during execution of job and also collection various items / components, electrodes, gases etc. from our stores / associated department.
3. All required manpower including Slinger, Crane Driver and technically qualified as well as experienced supervisor for fabrication of above mentioned jobs as the subjected job involves welding of 'SS to SS', Corten to SS' and MS to SS' type.
4. Welder's qualification certificate for all engaged welders, are required to be submitted within 7 (seven) days of commencement of work otherwise welder having no such certificate shall not be allowed.
5. Entire job will be as per the approved drawings by RDSO. However, any change or modification done by RDSO during execution of the job, the same will be complied by the contractor.
6. Any other technical job required for completing the wagons and getting DM Inspection Certificates.
7. The job is to be carries out as per the W.P.S approved by RDSO.
8. All required welding cable, socket, electrode holder, welding screen, hand gloves, pneumatic hose pipe along with accessories, measuring equipments and tools, gas cutting set, gas cutting pipes, chisels, electric grinding machine & accessories, Oxygen, D.A, L.P.G Regulator and cutting set, pneumatic tools, shot blasting equipments & consumables, painting / lettering equipments & consumables and all other required equipment / tools to execute the job have to be provided by the contractor.
9. Collection of Oxygen, D.A, CO₂ Cylinders from collection point and return empty cylinder to the collection point after using those – will be contractor's responsibility.
10. Proper precaution should be taken by the contractor at the time of fabrication by which welding distortion should be arrested.
11. Repairing of any defect which is found in later stage of operation to be done by the contractor at free of cost.
12. Spatter to be removed before painting.
13. Shot / Grit blasting of BOXNLW Wagon i.e. side body, end body and Under-frame etc.
14. Required labour, necessary equipments, Shot / grits (as per specification) and other consumables will be at Contractor's cost.

15. The party must bring two tons of shot / grit at the beginning of execution of the order.
16. Applying Putty, Spray painting of the shot / grit blasted side body, end body and under-frame. Two coats of primer and two coats of primer and two coats of finished paints to be apply.
17. Lettering and painting of wagon as per drawing, brushes, scaffolding at contractor's cost.
18. Necessary marking of the wagon has to be done as per drawing.
19. Supply relevant CRF Section (list of which may be obtain from Drawing Office) as per our approved vendors / RDSO approved vendors. CRF Section, being DM item, to be procured from RDSO approved vendor against BCL's Purchase Order which will be reimbursed at actual basis.

B. Braithwaite's responsibility

1. All related stallages (which exist in BWT / CW shop) for the fabrication of BOXNLW job at free of cost.
2. Bought out items, Raw Steel (list of which may be obtain from our drawing office).
3. Electrodes, MIG Wire, CO₂ Gas, Oxygen, DA, LPG, Electricity, Pneumatic machines (except Grinding machine), Welding machine, Radial Drilling machine, Straightening machine, EOT Crane, Compressed Air, Electric Line for Grinding machine (drill bits, socket & reamers), Space, Water at free of cost.
4. Required paint only and information regarding Lot Number.
5. Arrangement for first time testing of all Radiography Welding as per the requirement of job.

C. Safe Custody of wagons, components / items, paints, thinner, and other materials, if any, which are provided by Braithwaite to the contractor, will be contractor's responsibility. The contractor will be liable to pay adequate compensation for any damage done to those items by Contractor's personnel.

D. Idle Labour: No claim will be entertained by Braithwaite on account of idle labour on any ground.

E. Inspection: The whole job will be subject to inspect by BWT inspector as well as RDSO Inspector. Contractor is solely responsible to pass the inspection.

F. The equipment / tools, shot / grits, consumables etc. will have to be brought by the contractor under necessary challan in quadruplicate form mentioning the items which will be taken back, if any, after completion of the contract.

G. Statutory Deduction, if any, as per rules to be maintained strictly by the Contractor.

H. Safety Code: The contractor shall abide by the safety rules and regulation prevalent in the works of Braithwaite and employ trained staff and workmen conversant with the safety regulation & face musk (8 Nos.) as per safety norm.

I. Delivery: At least 20 wagons per month.

TENDER INQUIRY NO. BWT/100 BOXNLW/COMPOSITE/09 dated 31.01.09

Part-II : Price Bid

- i. Price Bid Part shall be opened only if Part –I is qualified.
- ii. Quoted rate in the offer should be for labour charges only for the job(s).
- iii. Rates should be mentioned in figure as well as in words.
- iv. Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.
- v. Price break-up for materials & other charges should be shown separately.

Sl. No.	Description	Qty.	Rs. / per wagon set (in figure)	Rs. / per wagon set (in word)	Total value	Taxes & duties (if any)
1	<p>Complete fabrication, assembly, riveting, blasting, painting & lettering (Composite Work) of BOXNLW wagon including supply of CRF Sections as per RDSO Specification</p> <p>a. Preparation of material as per drawings.</p> <p>b. Keep record of Raw Steel / Components / Consumables and traceability of steel to be maintained strictly.</p> <p>c. Preparation of all sub-assemblies i.e. Centre Sill, Solebar, Bolster, Crossbar, End Body, Side Body, Under-frame, Doors etc. including all types of drilling, Edge Cutting, Pressing, Bending etc. as necessary.</p> <p>d. Fabrication of Under-frame along with Centre Sill, Side Body, End Body, Doors and other sub-assemblies related to the job.</p> <p>e. Assembly of wagon with end body, side body, under-frame etc. after fitting the floor plates, brake components etc.</p> <p>f. Riveting of Centre Sill and others, associated welding, turnion welding, wheeling, brake testing, shot blasting & painting, lettering and all associated works connected to ready the wagon to take D.M</p> <p>Note – All necessary drawing will be provided by BWT.</p>	100 Nos. w/set				

- Notes: (i) The job shall be carried out inside CW premises.
(ii) Other technical details shall be as per scope of work

Part-II of the tender will be opened after evaluation of Part-I for which date & time of opening will be intimated to the technically and commercially acceptable bidders. No over writing or correction will be allowed in price part. Bid will be treated as cancel, if any overwrite is found in the Price Part. Un-opened price bids of unqualified bidders will be returned.

For BRAITHWAITE & CO. LTD.