

BRAITHWAITE & CO. LIMITED

(A Govt. of India Undertaking)

ANGUS WORKS

P.O. ANGUS-712 221, DIST. HOOGHLY (W.B.)

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Ref : PUR/AS/SP-67/09/86

ENQUIRY

5 March 2009

Due on : 16.03.09.

To

M/s.

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Dear Sirs,

Please quote your prices for the following articles in two bids – **Techno-Commercial Bid and Price Bid**. Your quotation should reach us latest by 15:00 hours on 16.03.09 and must remain open for our acceptance for **90 days** from due date of submission of offer. This enquiry (Indent No : SP-67 dtd. 25.02.09) is subject to the following terms and conditions append below which must be read carefully before submitting your offer. **PLEASE SUBMIT YOUR OFFER IN TWO SEPARATE SEALED ENVELOPES FOR TECHNO-COMMERCIAL BID AND PRICE BID. YOUR TECHNO-COMMERCIAL BID SHOULD CONFIRM COMPLIANCE OF OUR TERMS & CONDITIONS. SINGLE BID OFFER SHALL NOT BE CONSIDERED.**

- i) Delivery required - As per our requirement ii) EMD - Rs.25,000/- in the form of DD/BG/Pay Order along with Techno-Commercial Bid.
- iii) Inspection by - Braithwaite iv) VAT - Not Applicable.
- v) Security Deposit - 5% of order value in the form of DD/BG/Pay Order.
- vi) **Tender Cost – Rs.100/- (non-refundable) to be paid in the form of DD/Pay Order/Cash along with Techno-Commercial Bid otherwise your offer will not be considered.**

Sl. No.	Description of items	Required Quantity
	Oxy-cutting of Runner, Riser etc. and complete fettling, Grinding, repairing and finishing of Steel Castings of Bogie, Coupler, Wagon components and miscellaneous castings.	
	Scope of work, terms & conditions will be as per our enclosure.	

Notes :

1. Please quote your price both in words and figures.
2. Enquiry number should be clearly written on the top of sealed envelope.
3. Offers will be opened on 17.03.09 at 2:00 PM at our Purchase Office. You may present during opening.
4. Overwriting in Price Figures of the quotation will be rejected.

Yours faithfully,
BRAITHWAITE & CO. LIMITED

Your Scope of Work :

1. Oxy cutting or breaking of Runner and Risers as the case may be of or as applicable of all the castings for castings for casnub bogie items coupler items and wagon components with you labour, gas cutting sets and tools and tackles as per BWT's requirement.
2. Complete bumping, fettling, grinding and gauging and finishing of shot blasted or without shot blasted castings and repairing by respective electrodes as per BWT's requirement. Provision for bumping is to be considered in case of non-shot blasted of the casting if any, is given to you. Items include casnub bogie items, coupler items and wagon components.
3. The scope also include oxy cutting, fettling, grinding, repairing and finishing of steel castings for miscellaneous castings items of approximately 1.0 MT per month.

Party's Responsibility :

1. You shall have to arrange and deploy all the required skilled personnel, labour force, supervisor of required trade who will be fully acquainted to take for such type of work for oxy-cutting and complete fettling of the castings maintaining high quality standard as per quality requirement of BWT/RDSO.
2. You shall be required to arrange of your own pneumatic hand grinding machine, pneumatic chipping gun, gas cutting set with all accessories like regulators, torch, pipes, chisels etc. welding cable with holder, pneumatic air pipe, coupling, manifold, nozzles etc. and cutting wheels and tools and tackles and any other equipment to fulfill your contract.
3. You shall have to arrange of your own swing grinding machine and its maintenance shall be your responsibility. In case, you fail to arrange your swing grinding machine and if a swing grinding machine is required for the subject job, an amount of Rs.300/- per month shall be deducted from your bill for using Company's swing grinding machine.
4. You shall be required to increase or decrease manpower to cope up with production target allotted to your Foundry Deptt. from time to time.
5. You will have to carry out all related activities to complete the entire scope of work to the satisfaction of Inspecting Authority and Foundry.
6. You will have to keep runner and risers, test bars etc. in arranged manner in suitable place near his working area and to loaded in bins tube provided by Foundry.
7. You will have to arrange for casting for fettling, gas cutting from trolley or heap as directed by concerned authority.
8. You will have to help if required for loading and unloading of his own castings or shot blasting machine.
9. You should be agreeable to increase or decrease manpower to cope up with production target allotted to you by Foundry from time to time.
10. You will be responsible for all statutory liabilities – ESI, PF, Bonus etc. of your workmen. You should have ESI & PF Registration.

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11. You should have registered under ESI & PF.
12. You shall have to arrange for cleaning of your working area every week. Passage for movement of personnel, material and forklift etc. must be kept free on daily basis and you shall have to plan and shift material accordingly. In case, this is not maintained, you shall be given three warnings and if situation does not improve, deduction of 2% from bill amount of may be made. Places of casting chips to be kept properly arranged in suitable place and passages must be kept cleared of such material.
13. It will be obligatory on you part to take proper safety measure and precautions which are necessary for such kind of job for your employees and provide the required safety appliance to your employees accordingly.
14. Depending on priority of production, job allotted to you by Foundry to carried out without fail and as per Company's schedule.
15. You shall required to engage your workmen to suit working hours of the shop, otherwise, this has to be mutually discussed before hand with Foundry Authority. You shall have to engage a full time Supervisor to interact with different agencies in Angus.
16. You shall not stop work without any prior notice. In case of such happening, you shall be liable for cancellation of the order. However, because of any emergency, or any other reason beyond our control, in case, Company feels necessary, Company may suspend or stop fettling work for suitable period without any compensation.
17. You shall have to arrange safety appliance like goggles, hand gloves, masks, welding screen with blue and white glass, shoes, ear plugs,/muffler etc. as per safety rules to your workmen.
18. If there be any rejection of castings by the Inspecting Authority/RDSO during any stage of gas cutting, fettling and finishing, you shall be required to accept the rejection without any cost.
19. In case of any defect due to fettling and finishing is detected during assembly or in any other shop during processing, even though the same was earlier passed by the Inspecting Authority/RDSO, the rectification shall be the respective contractor's liability, such overlook/omission shall be a serious offence of your part. Fettling cost of that particular item shall be deducted from your bill. You must do the necessary rectification of the respective casting in that particular shop.
20. Acceptance of fettled and finished castings by RDSO shall be your responsibility. BWT/ RDSO personnel's shall have right and access to check materials/stores at any time as required by them.

Optimum Utilisation and Storage :

1. You shall be must careful in proper and optimum utilization of all consumables to be supplied to you by BWT free of cost.
2. You shall store them properly ensuring that there will be no deterioration/damage of the same. You shall safeguard these materials against pilferage or misuse by deploying your own security.
3. You shall keep proper records of all the consumables that shall be provided to you by BWT. Any misuse/excess consumption by you/pilferage shall be subject to deduction at double the rate from yoOur bill.

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4. Transportation, accommodation and food/loading of your employees shall have to be arranged by you.
5. Safety arrangements and safety equipments shall have to be arranged and provided to your employees by you. You shall have to follow and maintain all the safety rules and regulations of BWT.
6. You shall be required to pay your employees minimum wages as per prevailing provision/ Act of Govt. of West Bengal.
7. Gate passes with Photo of your employees shall have to be arranged by you. Your employees shall be required to get the gate passes renewed as and when required.
8. Appropriate cleanliness and environmental peace and discipline shall have to be maintained by you.
9. All outside and local problems shall have to be tackled by you and BWT shall not be concerned in any way.

Our/BWT's Scope of Work :

Braithwaite shall provide you the following facilities free of cost :

1. BWT shall provide you with space for Fettleing of the castings free of cost.
2. Compressed Air and Electricity shall be provided to your free of cost.
3. Consumables : Consumables viz. Electrodes, Industrial Gases like Oxygen, RLH and Grinding Wheels shall be provided by BWT as free issue items. The necessary required quantum in each respective case of consumables will be decided by the concerned department keeping in mind the optimum utilization of each consumable.
4. If BWT provides any machines or facilities other than as specified above, charges for the same shall be deducted from the party's bill as per discretion of BWT.

Terms and Conditions :

1. Payment Terms : 30 days credit against submission of your bills and certified by in-charge QC(A)/in-charge Foundry regarding the quantity of completed work inspected and accepted by our QC Deptt./by RDSO. Bills to be raised once in a month duly certified by Company's authorized personnel.
2. Quantity : Quantity as detailed in enclosure sheet. The said quantity may be increased or decreased depending on BWT's requirement and subject to your satisfactory performance. You shall be required to execute any extent of quantities at the same existing rate and terms-conditions of the order for the items/jobs against which rates have been offered by you against the referred tender for the period of one year from the date of issuance of purchase order to the corresponding date completing one year and the quantities shall be at the sole discretion of BWT.

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Cancellation/re-allocation of job quantum shall depend on your performance and at the sole discretion of BWT.

Contact period may be extended/ reduced as per discretion of Braithwaite.

In case of poor performance, order may be cancelled without assigning and reason thereof and any price escalation for re-ordering in view of your failure if any, shall be recovered from your bills at your risk and cost.

3. Delivery period (for the total contract period) :

Casnut Bogie items

- | | | |
|---------------|---|-----------------|
| a) Side Frame | - | 12 nos. per day |
| b) Bolster | - | 06 nos. per day |

Coupler items

- | | | |
|---------------------|---|----------------|
| a) Coupler Body | - | 5 nos. per day |
| b) Knuckle | - | 5 nos. per day |
| c) Lock | - | 5 nos. per day |
| d) Yoke | - | 5 nos. per day |
| e) Striker | - | 5 nos. per day |
| f) Yoke Pin Support | - | 5 nos. per day |
| g) Minor Housing | - | 5 nos. per day |
| h) Minor Follower | - | 5 nos. per day |
| i) Back Stop | - | 5 nos. per day |

Wagon Component

- | | | |
|-------------------|---|----------------|
| a) C. P. (Top) | - | 5 nos. per day |
| b) C. P. (Bottom) | - | 5 nos. per day |

Miscellaneous steel castings - 1 MT per month

The above delivery is tentative which may vary and may be increased or decreased as per Foundry production/requirement of BWT/at the sole discretion of BWT.

1. Period of contract : The contract is valid for 1 year. At present Bogie(HS) and wagon components required as per list. Time to time quantity will be changed and items to be included.
2. Inspection : Finished fettled castings are subject to inspection by us/RDSO/Inspecting agency appointed by the Railways. It will be your responsibility to contact RDSO/Inspecting Agency and to arrange timely inspection to ensure timely delivery as per our delivery schedule. BWT shall have the right to inspection of the materials on order or any thereof at any time during the fitting stage.
3. Job and activities may be distributed to more than one party as per requirement of BWT and at the sole discretion of BWT.

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4. LD Clause : In the event of your failure to execute the work as per schedule. BWT reserves the right to recover by way of Liquidated Damages @ 10% of the unfinished work per month subject to availability of required materials and consumables against the subject job from BWT's end and force major conditions. Non availability of materials if any, to do jointly certified by the Foundry (in-charge) and Stores (in-charge)/competent authority.
5. Security Deposit : You shall be required to submit Security Deposit @ 5% of order value in the form of DD or Bank Guarantee on any Nationalised Bank in favour of Braithwaite & Co. Ltd. to remain valid till completion of full ordered quantity. In case of non-submission of Security Deposit the amount will be deducted from your 1st bill.
6. EMD : The EMD submitted against bid shall be refunded after finalisation of order to the unsuccessful bidders. The EMD to the successful bidder shall be refunded on submission of Security Deposit.
7. Price : The price shall remain firm and valid for at least one year from the date of issuance of the Purchase Order/completion of full quantity on order.
8. Idle Hours : There may be some periodical hold-up in continuity of supply of materials and for which no claims for idle hours will be entertained and shall not be compensated by BWT.
9. You shall be required to vacate the space/working site allotted to you for execution of the subject job immediately on completion/execution of order and till further notice, falling which an amount equivalent to 1% of the total order value shall be recovered from your bills/retention money/security deposit.
10. Risk Purchase & Termination Clause : In the event of your failure to execute the contract fully or partly or termination of the contract or a portion thereof, BWT shall have the right to procure/execute the work through other agencies as decided by BWT, at your cost and risk.
11. Arbitration : All questions, disputes or differences of any kind whatsoever if occurs in course of execution of the contract between BWT and you, shall be settled mutually. However, the decision of BWT's Managing Director in regard to your liability/amount if any, will be final and conclusive.
12. If any material/equipment is required to be taken out of the Factory premises, prior approval of the competent authority shall have to be taken.
13. The Company reserves the right to terminate the contract partially/wholly at any time of the contract period if you fail to carry out the job up to our satisfaction.
14. In case you are responsible for any damage to any of our Company's property or in case any machine is damaged due to negligence of your workmen you will be liable to pay suitable compensation as deemed appropriate by the Company and the same shall be deducted from your bill.

BRAITHWAITE & CO. LIMITED