



BRAITHWAITE & CO. LIMITED

(A GOVT. OF INDIA UNDERTAKING)

(SUBSIDIARY OF BBUNL)

5, HIDE ROAD, KOLKATA – 700 043.

TENDER ENQUIRY NO: BWT/TKB/TANK WAGON/01(iv)

Date: 09.05.2005

"Sealed offers are invited from experienced and resourceful Contractors for complete fitment of fluidizing components and Brake Components including testing for BTAP (HP) Wagons as per RDSO approved drawing at our Clive Works. "

1. **Issue of Tender Documents:** Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from **09.05.2005** to **24.05.2005** against payment of Rs.300/- 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.300/- 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 **3.00 PM** on **24.05.2005** (Due date)
3. Opening of part-I bid of the Tender at **3.30 PM**. on **24.05.2005**.

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 24.05.2005 (due date) by 2.00 P.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**

SCOPE OF WORK:

Complete fitment of fluidizing components & brake components and subsequent testing as per drawing supplied by Braithwaite and as per the scope given below

1. (a) Brake component fitting & Fabrication, Fitting of Component for fluidising system The pipes and flange materials will be supplied to the contractor.
- (b) Other component fitting inside the barrel
2. (a) Pneumatic testing of complete wagon (Discharge system)
- (b) Repairing of wagons wherever required
- (c) Brake testing and any other test if required.
- (d) Stamping of wagon by internal inspection & RDSO
- (e) Collection of fit memo from TXR

The job at all the stages should be cleared by our internal inspection as well as the RDSO inspector. Any repairing in this area required to be done afterwards is the contractors responsibility.

BRAITHWAITE'S RESPONSIBILITY:

- i. Braithwaite will provide all related drawings and specifications for BTAP wagons.
- ii. Braithwaite will supply all raw steel.
- iii. Electrodes, Mig wire, Carbon dioxide gas (CO₂), Oxygen (O₂), Dissolved Acetylene (C₂H₂). or L.P.G., Electric power, Pneumatic machine (except grinding machine), Welding machines, Radial Drilling machines, E.O.T. crane, Compressed air, Electric point for grinding machine, space, drinking water will be supplied by B.W.T at free of cost.
- iv. Braithwaite shall provide required paint only and information regarding lot number.

CONTRACTOR'S RESPONSIBILITY:

- i. Manufacturing of the jigs / templates / fixtures / stallages / Manipulators, will be contractor's responsibility and necessary records should be kept for those.
- ii. The collection of various items / components, electrodes, gases etc from stores / various department is also contractor's responsibility.
- iii. All required manpower including slinger, crane driver and technically qualified & experienced supervisor for the fabrication of above mentioned jobs, shall be engaged by the contractor.
- iv. Welder's qualification certificates for all engaged welders are required to be submitted within 7 days of commencement of work failing which welder having no such certificate shall not be allowed.
- v. Entire job will be as per the approved drawing by RDSO. However, any change or modification done by RDSO during execution of the job / order, the same shall be complied.
- vi. All required welding cable, socket, electrode holder, welding screen, hand gloves, pneumatic hose pipe and its accessories, , marking cells, gas cutting set, gas cutting pipes, chisels, pneumatic tools, service bolts, electric grinding m/c and grinding stone / wheel, oxygen and D.A / LPG regulators shall have to be provided by contractor. Also the maintenance of pneumatic m/c (including the spare parts).
- vii. The collection of oxygen, D.A., & CO2 cylinder from collecting point and after using the same, all the empty cylinders to return back to the collecting point or specified place.
- viii. At the time of fabrication, proper precaution should be taken by which welding distortion should be arrested.
- ix. Repairing of any defect which is / are found in later stage(s) of operation which is beyond the contractor's scope of work, is to be done at free of any charge.
- x. Consumption of various electrodes / consumables which will be supplied by BWI, requires to be restricted to our estimated quantity. Any excess consumption beyond $\pm 5\%$ of our estimate shall be contractor's account.
- xi. At least 15 W/sets or more per month of assembled barrel and underframe barrel should be delivered by the contractor.
- xii. Cleaning of all slags and spatters from welding zone and proper dressing of fabricated items will be the contractor's responsibility.

- xiii. Contractor shall have to make arrangement at his own cost for 2nd. & subsequent time of testing (if required) as per requirement of the job for all radiography welding which are failed in 1st. phase of testing.
- xiv. **Trace ability:-** Serial number of fabricated barrel should be marked by hard punch and written by paint. All items of fabricated barrel should be color-coded and lot number of different sections used on these items should be marked and written by paint as per RDSO guideline by the contractor. Information regarding lot number will be provided by BWT.
- xv. Log book for daily out put record should be maintained.
- xvi. All safety measures related to industrial safety to be taken for deployed labours.
- xvii. The entire job is to be carried out under the guidance / supervision of In-chagre (Production).
- xviii. **Mobilization:** To mobilise manpower and resources within seven days of LOI/P.O.
- xix. Monthly production planning as well as production target must be submitted to the concerned Incharge (Production).
- xx. Butts of used electrodes shall be returned by the contractor as per direction of shop-incharge.
- xxi. Cut to size raw-material will be provided to the contractor and the contractor will be required to undertake further operation like bending, drilling etc.

PART-I : Techno-Commercial Bid & EMD:

1. Credential:

Tenderer should submit all papers related to credentiality i.e. proof of past performance regarding complete fitment of fluidizing and brake components & testing of the same for BTAP (HP) Wagons/similar work in Wagon manufacturing & name(s) of customers, audited balance sheet for last three (3) years, Trade License,

2. **Earnest Money Deposit (E.M.D.) : Rs. 20,000/-** (Rupees Twenty thousand Only)
- i. Earnest Money Deposit of **Rs.20,000/-** 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. **TERMS & CONDITIONS:**

- i. No offer will be considered without EMD.
- 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 120 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.
- viii. The tender is not transferable.
- ix. **Splitting of Tender:** We reserve the right to split up the tendered **'Job'** & **'Quantity'** among more than one bidder without assigning any reason & also right to split the order 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 on 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. **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 supplier.
- xiv. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- xv. The bidders should submit the details of manpower to be engaged category-wise (high skilled, skilled, semi skilled, un-skilled and supervisory Officials, etc.) along with their estimate.
- xvi. The bidders may contact our Sr. Manager (DDO) at Clive Works for any query /study the related drawings on any working day except Wednesday, & Holiday.

- xvii. Payment terms shall be 30 days from submission of bill duly certified by Competent Authority.
- xviii. Company reserves the right to accept/reject any tender wholly/partly without assigning any reason whatsoever.
- xix. Any machineries/ facilities which are in the Contractor's scope, if provided by BWT due to urgency of jobs, hire charges for the same will be deducted as fixed by the purchaser.

xx. STATUTORY OBLIGATIONS:

- A. 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.
- B. The employees of the Contractor should follow all the instructions given to their authorised representative while doing job at the works of Braithwaite & Co. Ltd.
- C. 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.
- D. **The Contractor will fulfill statutory obligations as under :**
 - i. Contract Labour (Regulation & Abolition) Act, 1970.
 - ii. Contract Labour (Regulation & Abolition) Rules, 1970.
 - iii. E.S.I. Act Scheme.
 - iv. Minimum Wages Act & Rules as fixed by Govt. time to time.
 - v. P.F. Act 1952, Pension Act and allied scheme.
 - vi. Payment of Bonus Act.
 - vii. To contribute as per Provident Act 1952 F&I Scheme Act and Scheme & Minimum Wage Act & Rules as fixed by Govt. time to time.
- E. 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.

- F. 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.
- G. The Bidders should declare that they would be complying with the provisions & statutory requirement of Contract Labour (Regulation & Abolition) Act.

xxi. 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 Place, Kolkata.
- 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 wages to his Contract Labourer which shall be paid in due time. Payment should be made in presence of representatives of the principal Employer i.e. the Company.
- d. The Contractor should issue Notice of Payment, Register of wages, 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 atleast 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 for any reason 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 by 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.
- j) The Contractor shall issue Notices, showing the rates of wages, hour of work, wage period, date of payment of wages, name, designation and address of the inspector having jurisdiction, date of payment of 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.

4. **OTHER SPECIAL TERMS AND CONDITIONS:**

- i. The entire job, which is of labour supply type, are to be carried out as per full satisfaction of shop floor official, our internal inspection department and RDSO officials.
- ii. For any loss or damages of company's properties / plants / equipment during execution of the above-mentioned jobs, the contractor shall be held responsible and suitable compensation as decided by the purchaser shall be recovered from the contractor.
- iii. Job to be certified by In-charge (Production) or his any authorized official.
- iv. All statutory obligation related to labour supply job as per the guide line of Govt. must be followed.
- v. Awarded job cannot be subcontracted without the permission of BWT.
- vi. No charge for idle labour against this job shall be paid.
- vii. 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.
- viii. **Warranty/Guaranty:** Warranty / Guarantee period will be 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.
- ix. Contractor must have adequate experience & credential for High pressure pipe jobs and also fitment and commissioning of brake system for Railway Wagons.
- x. **Inspection:** The entire job to be done as per the satisfaction of internal inspection or any outside agency deputed for this job only.

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

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) Lumpsum price for the job per wagon basis should be quoted as per the following format. The entire job is based on labour charges only.

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 fitment of fluidizing components & brake components including testing the same as per RDSO approved drawings available at Braithwaite	60 Wagon Sets			

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 overwriting is found in the Price Part. Un-opened price bids of unqualified bidders will be returned.

For **BRAITHWAITE & CO. LIMITED**