



**BRAITHWAITE & CO. LIMITED**  
(A GOVT. OF INDIA UNDERTAKING)  
(SUBSIDIARY OF BBUNL)  
5, HIDE ROAD, KOLKATA – 700 043.

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TENDER ENQUIRY NO: BWT/BOXN (HS)/Prototype/06

Date: 26.10.06

**“Sealed offers are invited from experienced and resourceful Contractors for fabrication of 3 Nos. Prototype BOXN (HS) Wagon”.**

***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 3<sup>rd</sup> 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 2** (in case of hand delivery) or may be sent by Registered post but must reach us **Positively within 03.11.06 (due date).**

The techno-commercial bid shall be opened at 11.00 AM on 04.11.06. Tenderers may depute their representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which opening date & time will be intimated later.

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

The Scope of Work and format of price bid are enclosed.

**PART-I : Techno-Commercial Bid :**

**1. Credential:**

Tenderer should submit all papers related to credentiality i.e. proof of past performance regarding manufacture of wagons, name(s) of customers, audited balance sheet for last three (3) years, Trade License.

**2. Earnest Money Deposit (E.M.D.) : Rs. 2000/- (Rupees two thousand only)**

- i. Earnest Money Deposit of **Rs. 2000/-** is required to be submitted by A/C Payee Demand Draft/ Bid Bond in the form of Bank Guarantee as per our enclosed 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 / released to the unsuccessful bidder within a reasonable period without any interest. For successful bidder. EMD will be refunded / released on submission of Security Deposit. In case of failure to execute the order thus placed, security deposit will be forfeited/revoked.

**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 @ 5% 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 Manager (Production) 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 machinaries/ 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. **Inspection:** The entire job to be done as per the satisfaction of internal inspection or any outside agency deputed for this job only.
- xxi. **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.
- xxii. Job can not be subcontracted without permission of BWT.
- 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.
- xxiv. **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.
- xxv. 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, 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.

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

**Note:**

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**