



BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)
SUBSIDIARY OF BBUNL

Accredited with Quality Standards

ISO 9001 for Cranes / ISO 9002 for Railway Wagons

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43, TEL 2439-741 5, 2439-4114, 2439-6613, 2439-7413
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To,
M/s

**TENDER INQUIRY NO. BWT/BTAP(BALCO & NALCO)/COMPOSITE/08-09 dt.
05/12/2008**

Tenders are invited from experienced and resourceful Fabricators / Contractors for the jobs as detailed in the enclosures to be done at our Victoria Works / Clive Works for manufacturing of 80 Nos. BTAP (BALCO) and 65 Nos. BTAP (NALCO) wagons.

E.M.D : Rs.25,000/-
Cost of Tender: Rs. 300/-

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 18/12/08 (due date) up to 11.00 a.m
3. Opening of part-I bid of the Tender at 11.30 a.m. on 18/12/08
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 18/12/08 (due date)**

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. 300/- 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.

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 30/11/2008 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs. 60 Lakh or three similar executed works each fabricated not less than 600 MT.

OR

Two similar executed works each costing not less than Rs. 1 Cr or two similar executed works each fabricated not less than 1000 MT.

OR

One similar executed works costing not less than Rs. 1.6 Cr or one similar executed works fabricated not less than 1600 MT.

The term similar works means works of following nature.

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

– Should have achieved a minimum production of 1000 MT of heavy / medium industrial structure 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 etc.

2. **Earnest Money Deposit (E.M.D.) : Rs.25,000 /-** (Rupees Twenty Five Thousand Only)

i. Earnest Money Deposit of **Rs.25,000 /-** 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 @ 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** : 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.

- xiv. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- xv. The bidders may contact In-charge (VW/CW) at Victoria Works for any query on any working day except Sunday & Holiday.
- xvi. **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 D.M of the wagon from RDSO. However, bills should be raised only after completion of minimum 15 wagon sets at a time.
- xvii. Company reserves the right to accept/reject any tender wholly/partly without assigning any reason whatsoever.
- xviii. 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.
- xix. **Inspection** – The entire job to be done as per the satisfaction of internal inspection / RDSO or any outside agency deputed for this job only.
- xx. **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.
- xxi. 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.
- xxii. Job cannot be sub-contracted without permission of BWT.
- xxiii. Unconditional acceptance of all the terms & conditions as mentioned above should be given by the tender along with their offer.
- xxiv. Braithwaite reserves the right to terminate the contract / order by giving (7) seven days notice at any point of time.
- xxv. 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).
- xxvi. 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.

- xxvii. No idle labour charges shall be paid by BWT during execution of order.
- xxviii. 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.
- xxix. Collection of DA & O₂ cylinder from collecting point and shall be returned the empty cylinders after its use to the collecting point.
- xxx. Contractor has to carry out the repairing / defective jobs at free of cost if any found after later stage.
- xxxi. 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.
- xxxii. 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: (for NALCO / BALCO BTAP wagon)

1. Jig fixture & template for fabrication of complete BTAP wagons to be done by the contractor, traceability of materials, identification mark on each prepared material as per given lot no. marking, cutting, pressing, drilling, material handling, welding & fitting etc. comes under contractors scope of work. Traceability records as per G-93 to be maintained for onward submission to RDSO.
2. Press facilities including press M/C in B.S.S for semi prepared materials, will be provided by BWT.
3. However, all manpower as required for the pressing and blanking of head stock, corner pc for cross bar, bolster bottom plate, to be provided by the contractor at VW / B.S Shop as and when required for the pressing.
4. Preparation & fabrication of under-frame, barrel and its all attachments.
5. Fabrication final assembly for hopper & fluidizing chamber including all welding.
6. Fabrication and fitting of decompression pipe, ladder, top hatch.
7. Complete fitting of air brake systems: Fitting of all air brake equipment, pipes yoke and yoke support plate, C.P Top and retainer, Draft gear, S.A.B Equipment, pull rod in the fabricated under-frame with all jobs of marking, welding and drilling, fabrication of all items require for fixing the Air Brake Equipment on Under-frame to be done by the contractor.
8. All riveting including under-frame, uncoupling gear arrangement, ladder, standard plate, label holder etc.
9. All machines to be brought by the contractor except BWT scope to execute the job.
10. If any modification / rectification comes in the drawing that is to be done by contractor.
11. Hydraulic and pneumatic test to be done by the contractor with their tools and tackles.
12. Testing of Air Brake system, APD work to be done by the contractor.

Contractor's responsibility

- (1) Contractor should engage the required category of work force for the job allotted to him. Qualified welders whose certificate is valid to be engaged
- (2) Accessories of welding machine with 600 Apms welding cable.
- (3) Electric switch board with 50 feet extension cable.
- (4) Gas cutting & Head cutting sets with matching C₂H₂ / O₂ Pipes and regulator with ³/₆₄" , ¹/₁₆" & ⁵/₆₄" Cutozen Nozzles.
- (5) Round and Flat Chisel for Pneumatic Chipping machine (Repairing of machine will be contractor's responsibility).
- (6) Electric grinding machine with wheel – 3 Nos.

- (7) Portable Magnetic Drill machine or Drill Machine with Drill Bits.
- (8) Measuring instruments required for the job.
- (9) Pneumatic Riveting Hammer – 90 Voyer with Riveting Snap, Dolly, Holder up etc.
- (10) If the wastage of Rivets becomes more than 3% during riveting the cost of the same shall be deducted for contractor's bill. All types of machines and machineries which will be required for the job.
- (11) Target – 15 Nos BTAP wagon as per the scope, complete in all respect and get passed by R.D.S.O inspector per month.
- (12) Daily time schedule for work: - A shift 8.00 a.m to 4.30 p.m and extra hours as and when required basis and as directed by unit head VW.
- (13) Statutory deduction, if any, as per rules to be maintained strictly by the contractor.
- (14) Shot blasting, lettering, stenciling & painting.

Braithwaite's responsibility

Braithwaite would provide the following to the contractor during execution of job.

- (A) Raw materials.
- (B) Drawing and Materials List
- (C) Electricity, EOT Crane facility.
- (D) Welding machine & Electrodes
- (E) Central Heater, Compressed Air
- (F) D.A & Oxygen Cylinder
- (G) Back Stop, Striker Casting
- (H) Rivets, Pearl Coke & Paint
- (I) Maintenance of company's machines and plants including crane, drilling hole beyond 30 mm, pneumatic chipping machines (if required).
- (J) Any query before the submission of quotation by the party may be clarified by VW authority.
- (K) Inspection – The item wise inspection / complete wagon will be inspected by BWT Inspector / RDSO Inspector. Responsibility to get pass of the wagon from RDSO Inspector / NALCO official up to issue of D.M will be contractor's responsibility.

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Part-II : Price Bid (for NALCO)

- 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.

Sl. No.	Description	Qty.	Rs. / per wagon set (in figure)	Rs. / per wagon set (in word)	Total value	Taxes & duties (if any)
1	(a) Complete fabrication / manufacturing of one set jig & fixtures along with one set template	01 Nos. w/set				
	(b) Complete fabrication and manufacturing of BTAP NALCO wagons (composite wagon) i.e. under-frame with hopper, barrel, fluidizing chamber, top hatch, ladder, decompression pipe, and its all accessories, fitting of hopper & fluidizing chamber on under-frame with complete riveting welding and complete fitting of air brake equipment, mounting of barrel and its accessories on under-frame, testing of welding joint shot blasting & painting complete in all respect at VW as per approved drawings. Testing of hydraulic & pneumatic and air brake system along with APD	65 Nos. w/set				

Notes: (i) The job shall be carried out inside VW 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. Unopened price bids of unqualified bidders will be returned.

For **BRAITHWAITE & CO. LTD.**

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Part-II : Price Bid (for BALCO)

- v. Price Bid Part shall be opened only if Part –I is qualified.
- vi. Quoted rate in the offer should be for labour charges only for the job(s).
- vii. Rates should be mentioned in figure as well as in words.
- viii. Quoted rate against the tendered quantity shall be firm till the completion of the contract / order.

Sl. No.	Description	Qty.	Rs. / per wagon set (in figure)	Rs. / per wagon set (in word)	Total value	Taxes & duties (if any)
1	(a) Complete fabrication / manufacturing of one set jig & fixtures along with one set template	01 Nos. w/set				
	(b) Complete fabrication and manufacturing of BTAP BALCO wagons (composite wagon) i.e. under-frame with hopper, barrel, fluidizing chamber, top hatch, ladder, decompression pipe, and its all accessories, fitting of hopper & fluidizing chamber on under-frame with complete riveting welding and complete fitting of air brake equipment, mounting of barrel and its accessories on under-frame, testing of welding joint shot blasting & painting complete in all respect at CW as per approved drawings. Testing of hydraulic & pneumatic and air brake system along with APD	80 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.