



BRAITHWAITE & CO LIMITED

(A Government of India Under

SUBSIDIARY OF BBUNL

Accredited with Quality Standards

9001 for Cranes / ISO 9002 for Railway Wagons

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43, TEL. 2439-7415, 2439-4114, 2439-6613, 2439-7413

E MAIL : purchase@braithwaiteindia.com FAX : 91 (033)2439 7632 / 2439 5607.

Our Tender Enquiry No. BWT/CORP/AW/SP-119/2005

Dated:15.06.05

ENQUIRY

Dear Sirs,

Please quote your most competitive prices for the following works / articles, as per scope of work specified in this enquiry.

Your quotation should reach us by 28.06.2005

Following conditions must be complied with while submitting your Quotation, otherwise, it will be liable for rejection.

- (a) Quotation must be sent in sealed cover either by registered post or may be dropped in our tender **Box No. 3** in case of hand delivery.
- (b) Our Enquiry No. and its due date ***must be superscribed*** on the envelope.
- (c) Quotation without firm delivery time WILL NOT BE CONSIDERED. Failure to supply in the stipulated period may liable your order to be cancelled and liquidated damage claimed in case of re-purchase. The amount of claim will be determined at our discretion.
- (d) Please indicate your Sales Tax Registration Number.
- (e) T.C. / G. C. must be given with supply wherever applicable, if ordered.
- (f) Drawing / specimen should be returned along with your Quotation.
- (g) Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration and correction.
- (h) Your prices should be inclusive of all taxes & duties if applicable.
- (i) Standard Risk Purchase Clause will be applicable in the event of your failure to supply.
- (j) We shall reserve our right to increase or decrease the ordered quantity at the same rate and terms.
- (s) Scope of Work : Thorough overhauling of materials handling equipment 1 No.2T Forklift Car Godrej Make (Sl.No.9920)

The quotation shall be submitted in two parts:

Part-I Techno commercial Bid

Part- II Price Bid

The two parts shall be inserted separately in two envelopes and these shall be put in a third Envelope . All the three envelopes shall be sealed and superscribed with Tender Enquiry No. date and due date of submission.

Sealed tender ,addressed to OSD (PURCHASE) Braithwaite & Co. Ltd. , 5 Hide Road Kolkata-700043 may be dropped in our tender box no.3 in case of hand delivery or may be sent by registered post but must reach us positively within 28.06.05.

The terms & conditions of tender and format for submission of price bid are enclosed as an annexure A, B & C.

For Braithwaite & Co. Ltd.,

Assistant Manager (Pur)

ANNEXURE - A

Tender Enquiry No. BWT/CORP/AW/SP-119/2005

**Technical Specification for overhauling of 1No. 2T Forklift
Car Godrej Make (sl.No.9920) at our Angus Works**

- 1.0 Scope of work : Overhauling of one no. 2T Forklift Godrej Make as per scope of work and price schedule
- 2.0 Materials: Braithwaite will not supply any material /parts related to overhauling of Forklift. All other materials to complete the job are party's responsibility.
- 3.0 All types of required machinaries, tools & tackles, labours, parts to be replaced etc. required to execute the total complete job successfully shall be arranged by the contractor.
- 4.0 Workmanship & Quality of Work: The job is to be carried out as per direction/satisfaction of Engineer In-charge of BWT.
- 5.0 Prior to submission of offers, bidder should visit the site our Angusworks and see the forklift along with our Engineer incharge and submit Joint Inspection Report alongwithTechno-Commercial bid as per format enclosed

The detail scope of work:

| SI No. | Description of work | Quantity |
|--------|--|--|
| | Thorough overhauling of materials handling equipment (one No.) 2T Forklift Car Godrej Make (Sl.No.9920) | |
| A. | The scope of work includes dismantling of Engine, Machining, Bore re-sleeving job, Crank shaft and Cam Shaft, Grinding, Cam Bush & Connecting bush fitting/grinding, Valve sheet replacement and necessary Grinding, Head and Block servicing/facing, Fuel Transfer Pump repaining, Hydraulic Pump to be repaired, Brake Shoes to be replaced by new one, Replacement of all hoses, Braking system repairing, Defective gears/Broken gears for repairing/ overhauling of engines, Replaced by new one, Cleaning of Diesel and Hydraulic tank, Electrical parts if found worn out the same has to be replaced by new one and all electrical components to be set right. | |
| B | The following spares will be required for thorough overhauling of Simpson make P-4 Engine for 2 T fork lift.— a) Piston with pins & locks b) Liners c) Piston ring d) Engine Valve e) Valve guide f) Connecting Bush g) Pinion & shaft for oil pump h) Oil seal timing block i) Main bearing j) Valve for Oil Pump k) Mobil & Diesel Filter l) Hydraulic & Fuel Hoses m) Radiator n) Tyres & Tubes o) Misc. items | 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 01 set 04 set |

- 6.0 Job is to be carried out inside our Angus Works. In case of emergency the small parts may be taken out by the successful bidder for machining & maintenance purpose with prior permission of engineer in charge of BWT ANGUS.
- 7.0 Trial run load testing of Forklift to be done at Angus Works. All types of defects to be rectified and old materials / worn out parts to be returned to our Angus Works (stores)

Tender Enquiry No. BWT/CORP/AW/SP-119/2005

PART –I : Techno – Commercial Bid

1. Terms & Conditions

- (a) **Earnest Money Deposit: : Rs. 3000/-** : EMD is required to be deposited as Bid Security and to be submitted in the form of DD/Pay Order in favour of Braithwaite & Co. Ltd payable at Kolkata alongwith the offer. However, for SSI Units with 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. Copy of the valid NSIC Registration Certificate should be furnished.
 - (b) **Security Deposit** : 10% of the order value only in the form of Bank Guarantee/DD from an Indian Nationalised Bank to be submitted by the successful bidder within 7 (seven) days on receipt of Purchase Order valid till the completion of warranty period.
 - (c) **Performance Guarantee** : 10% of the order value in the form of DD/BG/Pay order. However, Security Deposit may be converted into Performance Bank Guarantee.
 - (d) **Delivery** : Within 30 days from the date of receipt of LOI/Purchase Order.
 - (e) **Payment** : 100% against completion of overhauling job.
 - (g) **Validity** : Your quotation must remain open for a period of 90 days from the date of opening of offer.
 - (h) **Guarantee** : 12 months from the date of completion of job.
- 2 Quoted rate should remain firm till completion of the contract.
 - 3 The tender is not transferable.
 - 4 **Liquidated Damages:** In the event of failure on the part of the contractor to complete the job within the stipulated completion period, the purchaser reserves 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.
 - 5 **Risk Purchase** : In the event of failure on the part of the contractor to complete the job within the reasonable period of time as decided by the purchaser, the purchaser 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.
 - 6 **Arbitration** : Any dispute and difference, whatsoever arising between the contractor and the purchaser out of or relating to the construction, meaning, scope, operation or effect of the contract or validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration in pursuance thereof shall be binding on the contractor.
 - 7 Tender will be considered as cancelled if the documents as required for part –I and part-II are not placed in respective envelope.
 - 8 Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

Special Terms & Conditions

- 1 The contractor shall mobilize his manpower and resources for commencement of job(s) within seven (7) days of receipt of purchase order.
- 2 **Inspection:** The entire job will be subject to inspection by Braithwaite & Co. Ltd.

- 3 The job cannot be sub-contracted by the contractor wholly/partly without the permission of the purchaser.
 - (i) Every contractor shall maintain the Register of persons employed in Form III.
 - (ii) 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 these registers must be available at site and subject to inspection at any time by the company as well as Government Authority.

- (iii) The contractor shall issue wage slip in form XIX and issue notices of payment, prior to every disbursement.
 - (iv) 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 The bidders should declare that they would be complying with the provisions & statutory requirement of contract labour (Regulation & Abolition) Act.
- 5 In case of any damage done to materials of Braithwaite by contractor's people during execution of work, it will be binding to the contractor to compensate Braithwaite for the damage done and amount of compensation will be decided by Braithwaite.
- 6 Braithwaite & Co. Ltd reserve the right to accept or reject the tender partly or fully without assigning any reason.
- 7 Unconditional acceptance of the terms & conditions as mentioned in annexure – B should be given by the bidder along with the offer. Any deviation should be clearly highlighted in a separate sheet along with techno-commercial bid (Part-I) with a heading as 'Deviation Statement' stating tender clause reference no. & description along with reasons for deviation
- 8 The purchaser will not pay any idle labour charges during execution of the job under any circumstance.
- 9 Canteen facilities will not be provided by the purchaser. Arrangement of meals and tiffin, if any, for contractor's employee will have to be made by the contractor from outside at his cost.
- 10 The contractor and his employees should follow all the instruction given to the contractor or his authorized representative by the purchaser while doing job within the premises of the purchaser.
- 11 The contractor's workmen should be covered by proper insurance against any injury / accident and / or death. The purchaser will not be responsible on this account under any circumstance. 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.
- 12 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. Scheme Act.
 - (d) Minimum Wages Act & Rules as fixed by Govt. time to time
 - (e) P.F. Act, 1952, Pension Act and allied Scheme
 - (f) Payment as per Bonus Act.
 - (g) To contribute as per Provident Fund Act, 1952, E.S.I. Scheme Act and Minimum Wage Act & Rules as fixed by Govt. from time to time.

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. The responsibilities of contractor under the contract labour (R & A) Act & Central Rules therein are mentioned below :

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

A contractor, who engages twenty or more workmen as aforesaid is to obtain License under the said Act for which he may consult Personnel Department of the purchaser.

A contractor is responsible for payment of wages to his contract labour, which shall be paid in due time. Payment should be made in presence of the representative of the Principal Employer i.e the Company.

The contractor should issue Notice of Payment, Register of wages, Master Roll, etc. in Prescribed Format.

The contractor is responsible for payment of final settlement to the contract labour in the event of termination / retrenchment.

The contractor shall pay at least minimum wages for different categories as prescribed by the Government from time to time.

For Braithwaite & Co. Ltd.

