



**BRAITHWAITE & CO LIMITED**  
(A Government of India Undertaking)

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**TENDER NO. BWT/PUR/LABOUR SUPPLY/CW/08 dated 25.11.2008**

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Dear Sir,

Sub:- Temporary Labour Engagement for day-to-day work

**You are requested to submit your most competitive offer for supply of labour against Skilled and Unskilled category, as detailed below:**

**DESCRIPTION OF JOB:**

**Temporary labour engagement for day-to-day civil jobs, erection jobs, maintenance jobs, store jobs and other miscellaneous jobs (officials as well as production jobs) at Clive Works without claim of permanency (if any).**

**TOTAL NO. OF LABOUR (CATEGORY-WISE):**

- a) Skilled category labour - 50 Nos.  
b) Unskilled category labour - 11 Nos.

**REQUIREMENT OF WORKMEN:**

Sl. No.	Department & Designation of supply labour	Skilled category	Unskilled category
01	Wagon / Preparation - Marker	07	--
02	Steel Stock / Wagon / Preparation - Slinger & Helper	06	08
03	Wagon / Preparation - Machine Operator	08	--
04	Wagon / Preparation / Maintenance / Erection - Welder / Fitter	08	03

Sl. No.	Department & Designation of supply labour	Skilled category	Unskilled category
05	Wagon / Preparation / Maintenance / Erection - Gas Cutter	07	--
06	Wagon / Preparation - Plater	06	--
07	Wagon / Preparation - Driller	08	--

**TERMS & CONDITIONS:**

- 1) Maximum age limit for the supply labour shall be 60 Years.
- 2) Normal Duty Hours shall be from 8.00 am to 4.30 pm. And Extra hours as per requirement of respective department.
- a) Rate of each category should not be less than the Minimum Wages as per Minimum Wages Notification, Government of West Bengal – Wages Rules & Regulation.
- 4) Supply of labour (Skilled / Unskilled) shall be as per the above requirement and for execution of day-to-day jobs are as per the directive of Production In-Charge / Respective Department official.
- 5) The workmen to be employed by the contractor shall be competent in their respective occupations and the workmanship shall be of the highest standard and to our Engineer's satisfaction.
- 6) The contractor, will, on the instruction of our Site Engineer, dismiss any person employed thereon by him, who may, in the opinion of our Site Engineer, be incompetent or the contractor shall not employ misconduct himself and such persons further without the written permission from the Site Engineer.
- 7) Housing and Traveling expenses to Contractor's Staff and labour shall be at your cost.
- 8) Contractor will be responsible for the safety of his staff and labour.
- 9) Contractor will be required to provide a full time competent Supervisor for supervision of jobs entrusted to deployed workmen in respective areas.
- 10) Jobs shall have to be carried out by deployed workmen in accordance with Production Engineers to enable the production in works remain uninterrupted.

- 11) Contractor shall fulfill statutory obligations as under:
  - (a) Contract Labour (Regulation & Abolition) Act, 1970
  - (b) Contract Labour (Regulation & Abolition) Rules
  - © E.S.I. Act and Scheme
  - (d) Provident Fund Act, 1952.
- 12) Contractor will maintain necessary registers as prescribed by the various Acts in respect of his employees at his cost. He will also comply with all other Labour Laws, Rules, Regulations and Directives in force or framed / issued from time to time by Government (Central / State) or any local or duly constituted authority, applicable to the works for which, no extra charges will be paid by us.
- 13) We reserve the right to fix up the working days / timings of contractor's workmen from time to time.
- 14) Contractor's rate shall be firm throughout the contractual period of at least one year.
- 15) All bidders must themselves get registered with PF/ESI & Service Tax authority. Copies of each registration should be submitted with Part-I Offer (Techno-Commercial Bid).
- 16) **Security Deposit:** @ 5 % of the ordered value (Maximum) only in the form of Bank Guarantee (valid up to the completion of the order), Demand Draft / Pay Order, must be submitted by the successful bidder (hereinafter called as Party) within 15 (Fifteen) days on receipt of Purchase Order.
- 17) Security Deposit will be discharged and returned to the supplier only on successful completion of Supplier's obligation under the contract.
- 18) Ordered rate (including all duties) remain firm till completion of the contract period and also up to subsequent delivery date extension for a reasonable period.
- 19) Ordered quantity may vary depending on our requirement.. Purchaser reserve the right to increase the order quantity up to 30 % or more at the same status beyond delivery date (if any) for which, no acceptance from Vendor will be required.

- 20) **Liquidated Damages:** In the event of failure on the part of the Supplier to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week or part thereof by way of L.D., subject to a maximum of 10 % of the ordered value.
- 21) **Risk Purchase:** In the event of failure on the part of the Supplier to supply within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to procure the materials from other agency / agencies at your Risk and Cost as per the order on 'Risk Purchase' basis and shall recover the extra cost thereof, if incurred on the supplier.
- 22) **Arbitration:** All questions, disputes or difference whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contractor either 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 not below the rank of a General Manager who is not directly connected with the 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.

- 23) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 24) The order can be short closed / terminated at any point of time without assigning any reason whatsoever.
- 25) **Payment:** Payment will be made within 30 days from the date of receipt of your bill, duly certified by Production In-Charge / Maintenance In-Charge or any of their authorized representatives along with Wage Sheet, Attendance Sheet etc., and all other required documents.
- 26) Any accident / injury caused to your workmen, will be your responsibility. Braithwaite, in no case, will be held responsible for any such untoward incident and no claim / compensation for such incident will be entertained.

- 27) In no case, Braithwaite will be held responsible with reference to statutory obligations.

**GENERAL INFORMATION:**

- 1) Tender shall consist of two bid type :

- a) Techno-Commercial Bid & EMD (Part-I)**  
**b) Price Bid (Part-II)**

2)

- a) Cost of Tender will be Rs. 100/- (Non-refundable)**  
**b) E.M.D. (Earnest Money Deposit)- Rs. 10,000/-**

- 3) Last date for submission of tender is : **05.12.2008** and opening of Techno-Commercial Bid (Part-I) on **06.12.2008**.
- 4) Both the costs shall be drawn in favour of 'BRAITHWAITE & CO. LTD.' Payable at Kolkata.
- 5) No offer will be considered without EMD.
- 6) Sealed quotations shall be inserted in separate envelopes. All envelopes must contain tender enquiry number, date, due date, box no. These two envelopes shall be put into third envelope.
- 7) Sealed quotations shall be addressed to Sr. Manager (Purchase), M/s. Braithwaite & Co. Ltd., or may be dropped in our **BOX NO. 5** in case of hand delivery.
- 8) In case of new vendors, they should submit the documents like Trade License, Credentials (i.e. proof of past experience), PF/ESI & Service Tax registration, IT Clearance etc.
- 9) In case of vendors got registration with NSIC with single point registration, RDSO / DGS & D, they will be exempted from Cost of Tender, EMD and Security Deposit. In that case they should submit valid registration copies.
- 10) Registered vendors should mention their Vendor Registration Number in their Part-I Offer.
- 11) Braithwaite reserve the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.

- 12) Offer (including all) should remain valid for 90 days from the date of opening the tender.
- 13) No correction / overwriting in Price Bid shall be allowed for consideration.
- 14) Payment terms: 100 % within 30 days from the date of submission of your bill duly certified as well as supporting of documents.
- 15) A register is to be maintained daily for daily induction of labour, which is to be certified by concerned department personnel.
- 16) No canteen facility will be provided by Braithwaite. Arrangement of meals & Tiffin if any for contractor's employees will have to be made by the contractor from outside at his own cost.
- 17) The employees of the contractor should follow all the instruction given to them while doing the job at our works.
- 18) All bidders are requested to be present at the time of opening the tender.
- 19) An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).

**For Braithwaite & Co. Ltd.**