

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A GOVT. OF INDIA ENTERPRISE)
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NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/SECURITY/HPY(2020-21)/19-2020

Dated: 29.08.2020

Sealed offers under "Two Bid" system are invited from resourceful/ experienced Security Agency for deployment of Security Personnel as per the requirement at our Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024 as per details given hereunder :-

A.	NAME OF THE WORK	Deployment of Security Agency at BBJ – HPY, KOLKATA.	
B.	QUANTITY/NO. OF HEADS	As per ATTACHED Scope of Work/ BOQ-1	
C.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs.1,00,000.00 (Rupees one lakh only) in the form of Demand Draft/ Pay Order in favour of "<u>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.</u>" payable at KOLKATA.</p> <p>MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.</p> <p>The above mentioned EMD amount of successful bidder will be converted into Security Deposit Amount and the same amount will be released to the respective bidder within 30 days after completion of total work/service without any interest subject to receipt of formal request from the awarded bidder.</p> <p>The Earnest Money of un-successful tenderers shall be released /refunded immediately after finalization of the Tender.</p>	
D.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
E.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	29.08.2020
		Document Download Start Date	29.08.2020 - 16:00 HRS
		Start Date of Uploading of Bid Document	07.09.2020 - 10:00 HRS
		End Date for Uploading of Bid Document	11.09.2020 - 15:00 HRS
		Date of opening of Technical Bid	12.09.2020 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

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INSTRUCTION TO TENDERERS

General instruction:

1.0 SCOPE OF WORK: DEPLOYMENT OF SECURITY PERSONNEL AS FOLLOWS :-

Sl.	Nomenclature	Requirement	Place of Work
1.	Unarmed Security Guard (08 Hours shift per day)	09 Heads	HEAVY PLANT YARD, P-82 TARATALA ROAD, GARDEN REACH, KOLKATA - 700 024
2.	Security Supervisor (08 Hours shift per day)	02 Heads	
3.	Security Gunman (08 Hours shift per day)	03 Heads	

2.0 The tender is comprising of two (2) parts:

- (a) Part – I : Techno Commercial Bid
- (b) Part – II : Price Bid

3.0 Contract period : For **12 (twelve)** months.

4.0 **Registration Of Contractor:**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

5.0 **DIGITAL SIGNATURE CERTIFICATE (DSC):**

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

6.0 **SCOPE OF CONTRACT/ SERVICE:-**

Successful Contractor is required to carry out the jobs as per scope of work indicated in the schedule of work mentioned in the Price bid.

7.0 **PERIOD OF CONTRACT:**

Contract will be awarded **for 12 months**. We, however, reserve the right to extend the contract by another period or periods as may be required or terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

8.0 **VALIDITY OF THE OFFER:**

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

9.0 **SITE VISIT**

Before quoting, Tenderers must visit the place at their own expense and contact In-charge of BBJ Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024 for any query relating to jobs to be performed, payment of wages/other allowances of security personnel, duty etc. Bidder should ensure/understand the nature of jobs to be performed by the security to be engaged by him.

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The bidder must give a Declaration separately in the Techno-commercial Bid that he has understood the job(s) and the obligations to be performed under the contract, if, awarded, and rates quoted accordingly. Afterward, no claim for increase of rate shall be accepted by BBJ on any ground.

10.0 MODE OF SUBMISSION OF BID:-

BIDs to be submitted online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>.

The Hard Copy of all the documents related to Commercial Bid only with EMD shall have to be submitted/reached to this office on or before opening the Technical Bid.

Bids will be in two separate part. 1st Part will be treated as **Techno Commercial Bid** and 2nd Part will be treated as **Price Bid**.

The offer/bid should comprise of:

- (i) Part-I : Techno-commercial Bid & EMD
- (ii) Part-II : Price Bid

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to bidders/ General Terms & Conditions are liable to be rejected summarily.

11.0 Only the techno-commercially acceptable bidders will get the intimation of opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent electronically via CPPP.

12.0 **Earnest Money Deposit (EMD) of Rs.1,00,000.00** (Rupees one lakh only) is required to be submitted by **Demand Draft / Pay Order** drawn in favour of **THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED** payable at Kolkata.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of declaration of their UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF CONTRACT PERIOD WITHOUT ANY INTEREST. ON RECEIPT OF FORMAL APPLICATION FROM THE AWARDED BIDDER FOR RELEASING THE EMD, BBJ WILL RELEASE THE AMOUNT AFTER COMPLETION OF CONTRACT PERIOD WITHOUT ANY INTEREST.

The Earnest Money lodged by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.

The MSE bidders to note and ensure that the nature of services mentioned in the MSE Certificate matches with the nature of services of tendered work. In case the nature of services mentioned in the MSE Certificate do not match with nature of services of the tendered work, the offer will be treated as "Without EMD" and may be rejected.

13.0 **SECURITY DEPOSIT:-**

For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of contract period without any interest. On receipt of formal application from the awarded bidder for releasing the EMD, BBJ will release the amount after completion of contract period.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn.

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The bidder will be debarred from participating in future bid for a period of 01(one)year the date of LOI/LOA.

14.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

15.00 TECHNO-COMMERCIAL PART (PART – I):-

The Techno Commercial will consists of the following :-

TENDER DOCUMENT EXCLUDING BOQ-1

- (a) The Tender Documents duly digitalIt signed EXCLUDING BOQ-1 to be uploaded in the e_Procurement portal.
- (b) As a proof of **experience**, Bidders should submit copies of Contracts / Work Orders along with the **successfully Execution Certificate** from Government Departments/ PSUs/ Factories specifying the periods and confirming engagement of Security Guards for the last 3(three) years ending **31.03.2020** failing which the tender will be disqualified.
- (c) In addition to the values of contracts/work orders submitted/executed should also meet the below mention criteria for the last **3(three) years ending 31.03.2020:-**
 - (i). Three similar completed works each costing not less that the 19.00 lakh **OR**
 - (ii). Two similar completed works each costing not less than the 24.00 lakh **OR**
 - (iii). One similar completed work costing not less that the 38.00 lakh
- d) **A Declaration as per Clause no.9(Site Visit) of Instruction of Tenderers duly certified by In-charge of BBJ Heavy Plant Yard, P-82 Taratala Road, Garden Reach,Kolkata-700 024.**
- e) The Tenderer's average **Annual Business Turnover** for last 3(three) years ending on **31.03.2020** should not be less that **Rs.20.00 lakh** per annum. The Tenderers should submit the following documents as proof of Turn Over :-
 - (i). Profit and Loss Account & Balance Sheet certified by Qualified Chartered Accountants for the last 3(three) years ending on **31.03.2020**
- f) Copy of **up to date** renewed **Trade License** from concerned Authorities;
- g) Copy of **P.F and ESI Registration Certificate**;
- h) Copy of Indian Income Tax Return Acknowledgement from concerned authorities for the following **Assessment Year** :-
 - (i). Assessment Year :- 2017-2018
 - (ii). Assessment Year :- 2018-2019
 - (iii). Assessment Year :- 2019-2020
- i) Copy of **GST Registration Certificate**;
- j) The Agency should be registered under Private Security Agencies (Regulation) Act 2005(PSARA). The Contractor should have valid License/Registration to engage in the business of Private Security Agency from the office of appropriate Authority in the state of **West Bengal**.
- k) Copy of **PAN**;
- l) Copy of Demand Draft/Pay Order of EMD.
- M) Annexure-I: Agency Familiarization

PRICE BID (PART – II)

- (a) Properly filled up BILL OF QUANTITY-1(BOQ-1) duly digitally signed to be uploaded in Financial Part;
- (b) **Percentage of Service Charges only to be quoted by the bidders in "BOQ-1".**
- (c) This part must be free from any condition.

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- 16.0** Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 17.0** BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.
- 18.0** Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
- 19.0** The right to accept the tender will rest with the Company(i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.
- 20.0** The number(s) of security personnel is/are only indicative and the actual head will be decided by BBJ in consultation with the security agency from time to time. Security Personnel shall be equipped with **Cell Phone** facility for effective coordination.
- 21.0 FALSE INFORMATION** :-If the tenderer(s) deliberately gives false information in his tender to create circumstances for acceptance of his offer, BBJ reserves the right to reject any/all such offer.
- 22.0 LOCAL CONDITIONS :**
It is imperative for each Tenderer to acquaint himself of all local laws, conditions and factors which may have any effect or bearing on the execution of works and service under the Scope of this Tender . In their own interest, the Tenderers are required to familiarize themselves with (but not limited to) :-
- (i). The Income Tax Act,1961, Indian Companies Act,1956;
 - (ii). Indian Customs Act 1962, Factory Act 1948 & Boiler Act;
 - (iii). Arbitration Act;
 - (iv). Contract Labour (regulation and abolition) Act 1970/ Factory Act;
 - (v). E.P.F. Act 1952/ ESI Act;
 - (vi). Workmen Compensation Act 1927;
 - (vii). Minimum Wages Act 1948 / Payment of Wages Act/ Gratuity Act/ Payment of Bonus Act;
 - (viii). Child Labour (Prohibition and Regulation) Act, 1986 and
 - (ix). Other related Acts and Laws and Regulations of India, with their latest amendments as applicable.
- Owner shall not entertain any clarifications from the Tenderer regarding such local conditions at our site.
- It is understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial and other adjustments to the Contract price, on account of lack of clarity or proper understanding of such factors shall be entertained.
- 23.0 RESPONSIBILITY OF THE CONTRACTOR:**
- i) The Contractor should strictly abide by the Company's Rules, Regulation and Instructions issued from time to time in respect of all matters.

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- ii) In case of sudden illness or absence of any of your security personnel, you shall have to take immediate alternative arrangement for replacement so that the related duty is performed.
- iii) The Contractor shall try to ensure that the persons deployed for the job in Company, should not be involved in any Trade Union activities especially those which may affect security functions.
- iv) The safety of men and material will be sole responsibility of the Contractor and the company shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor. Contractor shall take all the measures in respect of compliance of all statutory requirements.
- v) Successful contractor shall be responsible to deduct and deposit employee's contribution, employer's contribution of Provident Fund and other related charges as per Act directly to P.F Authorities every month as well as ESI shall have to be deposited to the respective Authority and due particular will be furnished to BBJ Registered Office before releasing of next payment. The BBJ Authorities shall not entertain any disputes pertaining to deduction and deposit of P.F. & ESI.
- vi) The contractor shall not be allowed to appoint sub-contractors unless The Braithwaite Burn and Jessop Construction Co.Ltd.(BBJ) consents in writing to this effect.
- vii) The security personnel should be physically & mentally in sound health. In case the services rendered by them at a later date are not to our satisfaction, the personnel too will be changed by the agency with immediate effect.
- viii) The security personnel deployed by the contractor in our premises against this contract, will report in proper uniform, neat and tidy, from the date of the contract commencement.
- ix) The contractor has to provide proper Uniforms, Torch, Torch Cells, Whistles, Umbrella and Lathi/Batton etc. to his engaged security personnels for efficient performance of the services.
- x) Contractor has to provide the security personnel having operational knowledge of Fire Extinguishers during fire incidence.
- xi) In case of any security personnel found sleeping & caught by BBJ personnel, BBJ shall not make any payment against that duty of guard.
- xii) In case of theft or loss of company's property takes place due to the negligence or carelessness of security personnel, the respective security agency will be responsible and shall make good of the same.
- xiii) The contractor himself or his authorized representative shall make surprise patrolling at least once or twice in a month and shall keep a register with his supervisor and record the details like day & date of his patrolling, time of patrolling brief details of his area of inspection etc. and shall submit to controlling Office for verification.
- xiv) The person(s) employed by the security contractor will be his workmen and he / they will not have any direct connection and will not be deemed to be employees of The Braithwaite Burn And Jessop Construction Co. Ltd.(BBJ).

24.0 GUARDING HOURS/ NOS. OF SHIFTS PER DAY/ LOCATION OF POSTING:

Round the clock i.e. 24 hours per day; date of commencement will be effective from the date of joining at site. Regarding shifts & other working arrangements, In - Charge of BBJ HPY's decision will be final and binding on you. In - Charge of BBJ HPY has the right to take suitable punitive action if any lapses are found at the place of posting.

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25.0 ATTENDANCE REGISTER:

To be maintained by your company and required to be certified by BBJ's nominated person for each shift.

26.0 IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR SECURITY GUARDS, GUNMAN & SECURITY SUPERVISORS:

Identity cards with recent photograph (one copy of which to be deposited in BBJ registered office), uniforms, torches, batten, umbrella, rain coat, shoes and other personal requirements of security guards, gunman & security supervisor as prescribed by BBJ will be provided by your company free of cost. No security guards/gunman/supervisor will be allowed to attend duty without identity card, uniform and other requisites as mentioned above.

27.0 JOB DESCRIPTION:

- a) Your company shall be solely responsible for safeguarding the safety and security of men, materials, equipment at BBJ HPY under control of The BBJ Construction Co.Ltd. Your company have to abide by the relevant terms & conditions while discharging the duties as per norms of BBJ relevant Acts and Rules of West Bengal State Government. Your security personnel will keep close watch and control at all points of entry and exit including the location of posting, check all incoming and outgoing personnel and vehicles. Any negligence and lapses will make the concerned guard responsible and accountable and invite punitive action as will be deemed fit by BBJ.
- b) Providing round the clock security services for all days in year at our Heavy Plant Yard, Kolkata.
- c) Handling of Fire Extinguisher System and operational activities during the course of Fire etc.
- d) To report any untoward incidents.
- e) Prevent misuse of water and electricity etc.
- f) The security personnel employed by contractor must possess sound health and good eye sight.
- g) The Security personnel should preferably be Ex-Serviceman either from Army, Navy, Air force, or from BSF, CRPF, CISF, State Police etc.
- h) Any change of security personnel should be done with the prior approval of In - Charge of BBJ HPY.
- i) The security personnel, while on duty, will come under the administrative control of In - Charge of BBJ HPY.
- j) You should keep all firearms, cartridges, Guns etc at your safe custody, and at your risk and cost.
- k) In case of any complain against any of your security guard/Security supervisor/Gunman for misconduct, inefficiency, lack of physical fitness or any other ground, In - Charge/BBJ HPY. BBJ has the right to ask for immediate replacement of such security personnel.
- l) Security personnel will maintain a register for the incoming & outgoing vehicles and also a register for the men & materials. No materials/equipment will be allowed to be taken out of the gate of the BBJ HPY unless accompanied by requisite gate pass duly signed by the authorized representative of In - Charge/BBJ HPY.
- m) In case of any theft, robbery, burglary and matter allied with the security of the BBJ HPY, the concerned guard personnel will prepare F.I.R. and submit the same to the In - Charge of BBJ HPY immediately after such incident, duly certified by

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the local Police Authority along with a Police Verification Report for the purpose of Insurance claim etc. The security guard will also maintain a register accordingly and submit the same to the In-Charge of BBJ HPY as and when required. The cost of missing materials for theft/Robbery/Burglary would be recovered from Contractor's Bills.

- n) Your security personnel will keep close contact with local Police Station as and when required.
- o) No residential accommodation/ boarding and food will be provided by BBJ to your security personnel.
- p) The security personnel provided by you are not to be involved in trade union activities in any manner.

28.0 MINIMUM WAGES ACT, 1948:-

The contractor has to ensure payment of minimum wages as stipulated by Central Government and shall maintain attendance records and attendance card of their workmen under Section 14 and 18 or as per the relevant clause of the local Act.

29.0 PAYMENT OF WAGES ACT, 1936 :-

The contractor will ensure the wages/salary payment to workmen engaged in executing the work within 7th of the following month to their bank account. In case of increase in wages notified by Central Government under Minimum Wages Act, 1948 the contractor will ensure the arrears payment without fail in the next month. Further, as per provision of the Act, the contractor will ensure issue of wage-slip to every workmen engaged by them.

30.0 GOODS AND SERVICE TAX (GST)

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number shall be cancelled.**

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply/service invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

31.0 FACTORY ACT, 1948 :-

The contractor has to ensure the compliance of all the provision of Factory Act, 1948 in full spirit.

32.0 EMPLOYEE'S STATE INSURANCE ACT, 1948 :-

The contractor shall arrange for a separate number under the Act, and cover his entire workmen under the provision of the scheme. The contractor will be responsible for arranging the medical card and other provision under the scheme. Various

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returns/registers/form under the scheme must also be complied by the contractor. The contractor will submit a copy of ESI challan of the previous/current month while submitting his bills. Payment will not be released if the same is not submitted.

33.0 EPF & MISCELLANEOUS PROVISIONS ACT,1952 :-

The contractor shall be responsible for maintenance and filing of statutory return under EPF & Miscellaneous Provisions Act,1952.

34.0 RATES :-

- (a). The Bidder is required to quote his Service Charge Percentage in the "BOQ-1", which shall include of all taxes(except GST), cost of necessary equipment such as batons, torch, consumables such as electricity, uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit etc. GST(as applicable) will be extra.
- (b). The successful bidder (Security Agency) shall comply the minimum wages and their Statutory Payments which are presently in vogue as indicated in Price Bid Format.

35.0 PAYMENT TERMS:

- a) Monthly Attendance Statement of your security personnel of BBJ Heavy Plant Yard, P-82 Taratala Road, Garden Reach,Kolkata-700 024 to be submitted in Triplicate to Personnel & Administration Department of BBJ Registered Office,Kolkata-700 001 for certification and certified copy of the said Attendance Sheet should be attached with your monthly bill for payment from BBJ Registered Office, Kolkata.
- b) Your monthly bill will be paid within 45(forty five) days from the date of submission of bill duly supported by requisite documents and certified by Personnel & Administration Department of BBJ Registered office,Kolkata-700 001.The requisite documents are inclusive of proof of payment of Wages, PF contribution and ESI contribution of your Security personnel engaged at our Heavy Plant Yard, Kolkata or furnish a certificate (as per format to be given by BBJ) regarding compliance of statutory obligations as per prevailing Act for the subject work.
- c) IN CASE OF ANY INCREASE/DECREASE IN MINIMUM WAGES / BENEFITS OF YOUR SECURITY PERSONNEL DUE TO REVISION IN **MINIMUM WAGES ACT (CENTRAL)** , THE SAME WILL BE RE-IMBURSED BY BBJ (DIFFERENCE IN MINIMUM WAGES, P.F. and ESI ONLY) DURING THE TENURE OF THE CONTRACT ON SUBMISSION OF DOCUMENTARY EVIDENCE.
- d) GST (as applicable) on the total bill will be reimbursed by BBJ on only after payment of the same by you to the Statutory Authorities on production of documentary evidence.
- e) All payments shall be made in Indian currency only as per the price schedule.

36.0 CONTRACT LABOUR REGULATION ACT,1970 :-

The contractor has to obtain valid Labour License under this Act, for total number of workmen to be engaged by him before starting of the work and after awarding the LOI/Work Order. Sufficient flexibility should be kept while mentioning the number of workmen to be engaged by the contractor for each job.

- (a). All registers, form & records as applicable under the Contract Labour (Regulation & abolition) act, 1970 shall be maintained by the Contractor. On demand, same should be made available for inspection by the authorized Officer of the Corporation the Inspector under the said Act.
- (b). The number of contract labour, or any day not to exceed the Maximum numbers specified in the License.

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37.0 WORKMEN COMPENSATION ACT,1923 :-

This is applicable In the event of ESI Act 1948 is not operative. The contractor shall submit the copy of Workmen Compensation Policy taken from the insurance Company in respect of the contract for all workmen employed by him before starting of the work.

payments shall be made in Indian currency only as per the price schedule.

38.0 EXECUTION OF THE CONTRACT:

- (i) Contractor/Security Agency has to carry out the allotted work with the work force available with him against the contract value. No additional expenditure will be borne by BBJ for the purpose.
- (ii) In case of non-execution or unsatisfactory performance of any job, owing to the irregularity / failure on your part, a proportionate deduction will be made from the bill for the same month, against same job, against certification by the certifying authority.
- (iii) Contractor/Security Agency is required to maintain an attendance register of Security Guards, Security Supervisor & Security Gunman and the attendance register should be counter signed by the respective Site In-charge.

39.0 TERMINATION OF THE CONTRACT:-

- (i) In the event of your failure to execute any of the Contractual Obligations, BBJ reserves the right to terminate the contract in full or part as deemed fit at your **RISK AND COST** by giving 07(seven) days Notice to your. No compensation will be paid on account of the termination.
- (ii). In case of termination of the contract, BBJ reserves the right to get the same work done by deploying other Security Agency/Agencies. Cost incurred for the above will be recovered from your Bill and Security Deposit.

40.0 JURISDICTION OF COURT:-

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between agencies/parties.

41.0 ARBITRATION :- In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

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Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

42.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 42.1** Increase/ decrease/ alter the manpower of security personnel/duration of contract period with corresponding change in the value of contract.
- 42.2** May ask for further qualification during techno commercial scrutiny of bids received.
- 42.3** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 42.4** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 42.5** If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 42.6** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 42.7** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

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PRICE BID FORMAT

43.0 The bidder (Security Agency) shall comply the Minimum Wages and their Statutory Payments which are presently in vogue as indicated in Table below :-

SL. No.	Description of Job	Heads	Rate per Day	Rs.
1	SECURITY SUPERVISOR per 8(eight) hour shift duty per day per English Calendar month including weekly off and holidays. No Security Supervisor should work more than 12(twelve) hours in a day.	02 (Two)	Statutory Benefits:- Basic Wages Per Day Per Head as on 01.04.2020 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%) Other Benefits :- House Rent Allowance(HRA):- 5% on Basic Wages ; Washing Allowance:- 2.5% on Basic Wages ; Bonus:- 8.33% or As per Bonus Act; Casual Leave :- 02 days per month. Notes:- Other benefits shall be on total minimum wages per month based on attendance.	831.00 108.03 27.00
2	GUNMAN per 8(eight) hour shift duty per day per English Calendar month including weekly off and holidays. No Gunman should work more than 12(twelve) hours in a day.	03 (Three)	Statutory Benefits :- Basic Wages Per Day Per Head as on 01.04.2020 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%) Other Benefits :- House Rent Allowance(HRA):- 5% on Basic Wages; Washing Allowance:- 2.5% on Basic Wages; Bonus:- 8.33% or As per Bonus Act; Casual Leave :- 02 days per month. Notes:- Other benefits shall be on total minimum wages per month based on attendance.	831.00 108.03 27.00
3	SECURITY GUARD per 8(eight) hour shift duty per day per English Calendar month including weekly off and holidays. No Security Guard should work more than 12(twelve) hours in a day.	09 (Nine)	Statutory Benefits :- Basic Wages Per Day Per Head as on 01.04.2020 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%) Other Benefits :- House Rent Allowance(HRA):- 5% on Basic Wages; Washing Allowance:- 2.5% on Basic Wages; Bonus:- 8.33% or As per Bonus Act; Casual Leave :- 02 days per month. Notes:- Other benefits shall be on total minimum wages per month based on attendance.	764.00 99.32 24.83

Notes:

- i. Service Charge to be quoted by bidder only on Basic Wages.
- ii. Contributions towards ESI, EPF, Bonus and other benefits which shall be reimbursed by BBJ.
- iii. The **service charge percentage** quoted in "**BOQ-1**" shall includes all taxes(Except GST), levies, wages of personnel including incentives if any, cost of minor equipment such as battons, torch, consumables such as uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit etc. GST(as applicable) will be extra.
- iv. The Number(s) of manpower is/are only indicative and the actual nos. will be decided by BBJ in consultation with the security agency from time to time.
- v. The successful bidder shall submit his monthly bill showing details of amount arising out Table above and adding service charge together with valid documents.
- vi. The Minimum Wages and Statutory & Other Payments shall be made by the Security Agency as per Minimum Wages Revision from time to time.
- viii. Any reimbursement and/or payment shall be subject to valid document to be produced by the Security Agency.
- ix. Goods & Service Tax (GST)- as applicable will be extra.

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44.0 LIQUIDATED DAMAGES:

BBJ reserves the right to deduct Liquidated damages from the contractor, due to failure on the part of the contractor to perform the work allotted by the BBJ Management.

45.0 If for any specific jobs, there is no requirement of contract workmen for reasons what so ever during any period, respective contractor workmen shall not be deployed upon getting instruction in writing from Head of Administration and no payment will be made accordingly.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.