

(A GOVT. OF INDIA ENTERPRISE)
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NOTICE INVITING TENDER

eNIT/BBJ/DGM(P-V)/SECURITY/PANAGARH/2150/11-2019

Dated: 21.02.2019

Offers are invited from resourceful / experienced Security Agencies for deployment of Security Personnel at BBJ designated place near PANAGARH, West Bengal as per details given hereunder :-

A	SCOPE OF WORK	DEPLOYMENT OF SECURITY AGENCY FOR ENGAGEMENT OF SECURITY GUARD AT BBJ (THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED (A GOVT. OF INDIA ENTERPRISE) DESIGNATED PLACE NEAR PANAGARH, WEST BENGAL.
B	NO. OF HEAD	06 (SIX)
C	PERIOD OF CONTRACT	Contract will be awarded for 11 (Eleven) 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.
D	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees twenty five thousand only) in the form of Demand Draft/ Pay Order in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. " 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 released to the respective bidder within 30 days after completion of total supply./service/work without any interest subject to receipt of formal request from the awarded bidder. The EMD lodged by the un-successful tender shall be refunded to the un-successful bidders immediately after finalization of the Tender.
E	MODE OF SUBMISSION OF BID	BIDs to be submitted online through e-Procurement System of CPPP at https://eprocure.govt.in/eprocure/app . A Hard Copy of shall have to be submitted to this office. Incomplete tenders submitted with qualified condition(s) at variance with Instruction to Bidders/General Terms & Conditions are liable to be rejected summarily.
F	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 as a USB e-Token.

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Dated: 21.02.2019

G	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	21.02.2019
		Document Download Start Date	21.02.2019 - 10:00 HRS
		Start Date of Uploading of Bid Document	22.02.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	06.03.2019 - 15:00 HRS
		Date of opening of Bid	07.03.2019 - 15:00 HRS

(ए. नियोगी)/(A. Neogi)
DGM (P-V)

INSTRUCTION TO BIDDERS

1.	SUBMISSION OF BID – All the pages of the tender document to be signed with Company’s seal by the bidders. The rates in the appropriate space in the SCHEDULE OF RATE should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company’s seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. The Tenderer/Security Agency must visit the site and inspect before submission of their bid. The tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
2	LANGAUAGE – Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English Translation. The English version shall prevail in matter of interpretation.
3	The Hard Copy of NIT also to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked in favour of The Deputy General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD., 27 R. N. Mukherjee Road,Kolkata-700 001(West Bengal).
4	All incidental costs and expenses for preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
5	The bid/offer will contain the following documents :-
a	One recent passport size photograph of the Authorised Person of the Firm/Agency with Name, Designation, Office/Residential Address and Office Telephone & Contact Mobile numbers.
b	As a proof of experience, bidders should submit copies of contracts/orders along with the successfully execution certificate from Government Organisation/ PSUs/ reputed Private Industrial Establishments for the last 3(three) years ending 31.03.2018
c	Copy of Audited /Chartered Accountant certified Balance Sheet for the last three years ending 31.03.2018
d	Copy of up to date renewed Trade Licence from Concerned Authorities
e	Copy of P.F. and ESI Registration Certificate
f	Copy of Professional Tax Clearance & also copy of Income Tax Return Certificate from concerned Authorities for the last 3(three) years ending 31.03.2018
g	Copy of GST Registration Certificate
h)	Copy of valid License for engagement in the business of Private Security Agency issued by Govt. of West Bengal or by any other Appropriate Authority, which should cover Kolkata Region.
i)	Copy of PAN

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6.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
7.	BBJ reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
8.	All duties, taxes, fees and other levies payable by the Contractor / Security Agency under the contract or any other cause shall be included in the quoted prices.
9.	Validity of Tender – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

SPECIAL CONDITION OF CONTRACT

1. LOCATION OF THE SITE :-

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.
C/o ALBRIGHT FINANCE PRIVATE LIMITED
R.S.DAG NO.-832 AND 833, UNDER R.S.KHAITAN NO. – 40, 120 AND 30
MOUZA- KANKORA, P.O.- TRILOKCHANDRAPUR
P.S.- BUD BUD, GRAM PANCHAYAT – DEBSHALA
DISTRICT- BURDWAN, PIN CODE- 713148

2. VISIT TO SITE :-

The Tenderers/Security Agencies are advised to visit and acquaint himself with the actual location/place/site conditions and the cost of such visit shall be borne by him. It shall be deemed that the Tenderers/Agencies have undertaken a visit to location/place/site and is aware of conditions prior to the submission of the tender document.

3. RESPONSIBILITY OF THE TENDERER:

- i) The Tenderers/Security Agencies should strictly abide by the Company's Rules, Regulation and Instructions issued from time to time in respect of all matters.
- ii) In case of sudden illness or absence of any of your personnel, you shall have to take immediate alternative arrangement for replacement so that the related duty is performed.
- iii) The Contractor/Security Agency 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.

4. MANPOWER REQUIREMENT:

The Security Agency shall provide uniformed and trained personnel and use its best endeavor to provide Security Services at BBJ designated place near Panagarh, West Bengal for providing safety, monitoring and surveillance. The rate to be quoted as per shift of eight hours per day. The number of Man Power required is indicative and actual numbers may vary. Deployment of manpower will be in phases or as per requirement by BBJ designated place near Panagarh, West Bengal.
time to time.

- a) **SECURITY GUARD** – 06 (Six) HEADS. 2 Heads at each shift of 08(eight) hours duty per Day per English Calendar Month including weekly off day and holidays as per requirement and direction of BBJ.

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

Regarding shifts, location of posting and other working arrangements, BBJ will be final and binding on you. BBJ has the right to take suitable punitive action if any lapses are found at the place of posting.

6. **ATTENDANCE REGISTER:**

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

7. **IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR SECURITY GUARDS**

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

8. **JOB DESCRIPTION:**

- a) Your company shall be solely responsible for safeguarding the safety and security of men, materials, equipment of BBJ designated place area near Panagarh, West Bengal under control of BBJ. 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) The Security personnel should preferably be Ex-Serviceman either from Army, Navy, Air force, or from BSF, CRPF, CISF, State Police etc.
- c) Any change of security personnel should be done with the prior approval of BBJ.
- d) The security personnel, while on duty, will come under the administrative control of BBJ.
- e) In case of any complain against any of your security guard for misconduct, inefficiency, lack of physical fitness or any other ground, BBJ has the right to ask for immediate replacement of such security personnel.
- f) 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 BBJ designated place area at Panagarh, West Bengal unless accompanied by requisite gate pass duly signed by the authorized representative of BBJ Registered Office.
- g) In case of any theft, robbery, burglary and matter allied with the security at BBJ designated place area at Panagarh, West Bengal, the concerned guard personnel will prepare F.I.R. and submit the same to BBJ designated place area at Panagarh, West Bengal immediately after such incident, duly certified by 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 BBJ designated place area at Panagarh, West Bengal as and when required. The cost of missing materials for theft/Robbery/Burglary would be recovered from contractor's bills.
- h) Your security personnel will keep close contact with Local Police Station as and when required.
- i) No residential accommodation/ boarding and food will be provided by BBJ to your security personnel.
- j) The security personnel provided by you are not to be involved in Trade Union activities in any manner.

9. **STATUTORY OBLIGATION:**

A YOUR COMPANY MUST OBSERVE THE MINIMUM WAGES ACT OF CENTRAL GOVERNMENT. YOU SHOULD PAY TO YOUR SECURITY PERSONNEL THE PREVAILING MINIMUM WAGES, PF, ESI, BONUS ETC. INCLUDING OTHER STATUTORY BENEFITS UNDER WORKMEN'S COMPENSATION ACT, CONTRACT LABOUR REGUALTION & ABOLITION ACT 1970 & SUBSEQUENT AMMENDMENTS & OTHER ACTS IN FORCE. BBJ WILL HAVE NO RESPONSIBILITY IN THIS REGARD.

B) After receiving of order, you have to submit within 7 days to BBJ designated place area at Panagarh, West Bengal with a copy each of the following documents:

i) Valid Insurance Certificate of your Security Personnel those will be engaged at our Registered Office.

iii) Valid P. F. REGISTRATION & ESI REGISTRATION Certificate of your Security Personnel those will be engaged at our Registered Office, Kolkata.

10. **RATES :-**(a).The Bidder is required to quote his **Service Charge Percentage only**, which shall include of all taxes, 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. (excluding contribution towards ESI, EPF and Bonus) both in figure and word in the Price Bid Format.

(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.

11. **PAYMENT TERMS:**

a) The rates to be quoted by you for your security personnel are for per 8/12 HOUR SHIFT per day per head basis. The above rates are inclusive of your contribution for P.F., ESI, Weekly offs and National Holidays. Service Charges and GST (as applicable) will be extra. GST(as applicable) will be paid against submission of necessary documents. Bonus amount will be paid by BBJ as re-imbusement basis as per Rule.

b) IN CASE OF ANY INCREASE 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.

c) GST (as applicable) on the total bill will be reimbursed by us on only after payment of the same by you to the Statutory Authorities on production of documentary evidence.

d) Monthly attendance Statement of your security personnel to be submitted in triplicate to Personnel Administration Department of BBJ Registered Office,Kolkata-700 001 for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBJ Registered Office.

e) Your monthly bill will be paid within 30(thirty) days from the date of submission duly supported by requisite documents and certified by Personnel & Administration Department of BBJ Registered office,Kolkata-700 001.The requisite documents includes proof of payment of Wages, PF Contribution and ESI contribution of your Security personnel engaged at our BBJ Registered Office,Kolkata-700 001 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.

12. **CONTRACTOR'S RESPONSIBILITY:**

The contractor shall comply with the provision of Laws & Rules in force from time to time which will be applicable to the contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971, (b) Payment of Bonus Act 1948, (c) ESI Act 1948, (d) Workmen Compensation Act 1923, (e) Factory Act 1948, (f) Minimum Wages Act as applicable and comply with the provision of all other statutory labour Legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reasons of his default either willfully or by ignorance.

13. **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 and the attendance register should be counter signed by the respective departmental In-charge.

14. **TERMINATION OF THE CONTRACT:**

- (a) 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 you. No compensation will be paid on account of the termination.
- (b) In case of termination of the contract, BBJ Registered Office reserves the right to get the work done by deploying other Security Agency/Agencies. Cost incurred for the above will be recovered from your Bill & Security Deposit.

15. **JURISDICTION OF COURT :-**

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

16. **ARBITRATION :-** In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall

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be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

eNIT/BBJ/DGM(P-V)/AN/SECURITY/PANAGARH/2150/2019

Dated 18.02.2019

PRICE BID FORMAT

The successful 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 Per Head	Rs.
1	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	06 (Six)	Minimum Wages of Security Guard (without arms) w.e.f. 01.10.2018:- Basic Amount (Wages) Per Day Per Head Provident Fund amount Per Day Per Head (13.15%) ESI amount Per Day Per Head (@4.75%) if applicable. TOTAL Per Day Per Head:-	527.00 69.30 25.03 621.33

Notes:

- i. Service Charge will be paid by BBJ **based on only Basic Wages** per Day per Head.
- ii. Contributions towards ESI, EPF, Bonus and other benefits which shall be reimbursed by BBJ as per Rule.
- iii. Financial Evaluation will be carried out based on **Service Charge Percentage** on salary bill **excluding statutory and other benefits**.
- iv. The **service charge percentage** quoted in Price Schedule shall be inclusive of all taxes, 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. (excluding contribution towards ESI, EPF ,Bonus and other benefits).
- v. 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.
- vi. The successful bidder shall submit his monthly bill showing details of amount arising out Table above and adding service charge together with valid documents.
- vii. The minimum wages and statutory & other payments shall be made by the Security Agency as per 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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