

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED
NIT/DGM(P-V)/A.N./SECURITY/2148/3129/MUGHALSARAI DT. 10.05.2016

(A GOVT. OF INDIA ENTERPRISE)
Regd. Office : 27, RAJENDRA NATH MUKHERJEE ROAD
P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 -3961
E-MAIL: bbjproj@vsnl.net ; infor@bbjconst.com

NOTICE INVITING TENDER

1.	TENDER NOTICE NO	NIT/DGM(P-V)/A.N./SECURITY/2148/3129/MUGHALSARAI
2.	DATE	10.05.2016
3.	SCOPE OF WORK	DEPLOYMENT OF SECURITY AGENCY REQUIRED AT BBJ MUGHALSARAI PROJECT SITE,MUGHALSARAI.
4.	CONTRACT PERIOD	12 (TWELVE) MONTHS
5.	COST OF TENDER	NIL
6.	EARNEST MONEY	Rs.25,000.00 (Rupees Twenty Five Thousand only) IN FORM OF CROSSED DEMAND DRAFT OR PAY ORDER OR BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." TO BE SUBMITTED ALONG WITH THE TENDER. FOR EXISTING SUPPLIER THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMISSION OF EMD. THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE RELEASED WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SUPPLY/SERVICE WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE SUCCESSFUL BIDDER.
7.	ISSUE OF TENDER DOCUMENT	BETWEEN 10.05.2016 TO 23.05.2016 DURING OFFICE HOURS.
8.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 12.30 P.M. ON 24.05.2016
9.	OPENING DATE AND TIME OF TENDER	ON 24.05.2016 AT 3.00 P.M. AT OUR REGISTERED OFFICE -27 R.N.MUKHERJEE ROAD, KOLKATA-700 001

(A. Neogi)
Dy.GM(P-V)

INSTRUCTION TO BIDDERS

1.	<u>SUBMISSION OF BID</u> – 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 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	<u>LANGAUAGE</u> – 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 sealed tender is 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 COMPANY LIMITED, 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 BBUNL/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(s) of the authorised person(s) of the Firm/Agency with name, designation, office/residential address and office telephone numbers.
b)	Proof of experience, bidders should submit copies of contracts/orders along with the successfully execution certificate from Govt. Department./ PSUs / Reputed Private Industrial Establishments.
c)	Copy of Audited Balance Sheet for the last three years ending 31.03.2016
d)	Copy of up to dated renewed Trade Licence from concerned authorities
e)	Copy of P.F. and ESI Registration Certificate
f)	Copy of Professional Tax Clearance & Income Tax Certificate from concerned authorities
g)	Copy of Service Tax Registration
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
i)	Copy of PAN
g)	The bidder must fill the SCHEDULE OF RATE (vide SOR-1) with the

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	appropriate column being duly filled-in (both figure and words), signed and sealed.
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 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.

(A. Neogi)
DGM(P-V)

SPECIAL CONDITION OF CONTRACT

1. LOCATION OF THE SITE :-

The project means Mughalsarai Project Site, which is located at Mughalsarai Station Yard.

2. VISIT TO SITE :-

The Tenderer is advised to visit and acquaint himself with the actual site conditions and the cost of such visit shall be borne by him. It shall be deemed that the Tenderer has undertaken a visit to site and is aware of site conditions prior to the submission of the tender document.

3. MANPOWER REQUIREMENT:

The Security Agency shall provide uniformed and trained personnel and use its best endeavor to provide Security Services at Site for providing safety, monitoring and surveillance. The rates quoted will include all Statutory Obligations of the Contractor under Minimum Wages Act, Contract Labour (R&A) Act, Weekly-off replacement charges, cost of uniform of Security Personnel deployed by the Security Agency, all kinds of Taxes, Service charges etc. of the Agency. 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 our site time to time.

a) SECURITY GUARD:

SECURITY GUARD – 18 (EIGHTEEN) HEADS round the clock per calendar month including Weekly off day & Holidays as per requirement & direction of In – Charge /Mughalsarai Project Site,Mughalsarai. No Security Guard should work more than 12(twelve) hours in a day.

b) SECURITY SUPERVISOR :-

SECURITY SUPERVISOR - 01 (ONE) HEAD round the clock per calendar month including Weekly off day & Holidays as per requirement & direction of In – Charge /Mughalsarai Project Site,Mughalsarai. No Security Supervisor should work more than 12(twelve) hours in a day.

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

Round the clock i.e. 24 hours per day ; date of commencement will be from the date of joining at site. Regarding shifts, location of posting and other working arrangements, In – Charge/Mughalsarai Project Site,Mughalsarai decision will be final and binding on you. In – Charge/Mughalsarai Project Site,Mughalsarai has the right to take suitable punitive action if any lapses are found at the place of posting.

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

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6. IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR SECURITY GUARDS & SECURITY SUPERVISORS:

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 & security supervisor 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.

7. JOB DESCRIPTION:

a) your company shall be solely responsible for safeguarding the safety and security of men, materials, equipment of the Mughalsarai Project Site, Mughalsarai 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 respective Government as the case may be . 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 In - Charge/Mughalsarai Project Site,Mughalsarai.

d) The security personnel, while on duty, will come under the administrative control of In - Charge/ Mughalsarai Project Site,Mughalsarai.

e) You should keep all firearms, cartridges, Guns etc at your safe custody, and at your own risk and cost.

f) In case of any complain against any of your Security Guard/Security Security Supervisor for misconduct, inefficiency, lack of physical fitness or any other ground, In - Charge/ Mughalsarai Project Site,Mughalsarai, BBJ has the right to ask for immediate replacement of such security personnel.

g) 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 Mughalsarai Project Site,Mughalsarai, unless accompanied by requisite gate pass duly signed by the authorized representative of In - Charge/ Mughalsarai Project Site,Mughalsarai .

h) In case of any theft, robbery, burglary and matter allied with the security of Chandigarh Project Site, the concerned guard personnel will prepare F.I.R. and submit the same to the In - Charge/ Mughalsarai Project Site,Mughalsarai 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 the In-Charge/ Mughalsarai Project Site,Mughalsarai as and when required. The cost of

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missing materials for theft/Robbery/Burglary would be recovered from contractor's bills.

- i) Your security personnel will keep close contact with local Police Station as and when required.
- j) No residential accommodation/ boarding and food will be provided by BBJ to your security personnel.
- k) The security personnel provided by you are not to be involved in Trade Union activities in any manner.

8. 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 REGULATION & ABOLITION ACT 1970 & SUBSEQUENT AMMENDMENTS & OTHER ACTS IN FORCE . BBJ WILL HAVE NO RESPONSIBILITY IN THIS REGARD.

B) In case of receipt of order, you have to submit within 7 days to In – Charge/ Mughalsarai Project Site, Mughalsarai with a copy each of the following documents:

- i) valid Registration/Labour License received by your company from the Competent Authority for providing security services.
- ii) valid Insurance Certificate for your security personnel to be engaged at our Mughalsarai Project Site, Mughalsarai.
- iii) valid P. F. REGISTRATION & ESI REGISTRATION certificate for your security personnel to be engaged at our Mughalsarai Project Site, Mughalsarai.

9. RATES :-

(a).The Bidder is required to quote his service charge percentage, 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 following Table-1 of Price Bid.

(b).The successful bidder (Security Agency) shall comply the minimum wages and their statutory payments which are presently in vogue as indicated in Table -2 of Price Bid.

(c) Bidder shall submit rate in Table -1 of Price Bid duly filled in taking Table-2 of Price Bid in consideration

10. PAYMENT TERMS:

a) Monthly attendance Statement of your security personnel to be submitted in triplicate to the In – Charge/ Mughalsarai Project Site, Mughalsarai for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBJ Registered Office.

b) Your monthly bill will be paid within 30 (thirty) days from the date of submission duly supported by requisite documents and certified by In – Charge/ Mughalsarai

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Project Site,Mughalsarai. The requisite documents includes proof of payment of Wages, PF Contribution and ESI contribution of your Security personnel engaged at our Mughalsarai Project Site,Mughalsarai 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) Service Taxes as applicable as per Government Notification on the total bill will be reimbursed by us on production of documentary evidence only after payment of the same by you to the Statutory Authorities.

11. OBLIGATION OF THE SECURITY AGENCY :-

The Security Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same.

12. 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 reserves the right to get the work done by deploying other Agency/Agencies. Cost incurred for the above will be recovered from your bill & Security Deposit.

13. 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.

(A.Neogi)
DGM(P-V)

Table -1

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

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PRICE BID

The successful bidder (Security Agency) shall comply the minimum wages and their statutory payments which are presently in vogue as indicated in Table -2 of Price Bid.

SL. No.	Description of Job	Heads	Rate per month	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	18 (Eighteen)	Basic Amount (Wages) Per Day Per Head Provident Fund amount Per Day Per Head (13.36%) Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7000.00 per Year) ESI amount Per Day Per Head (@4.75%) if applicable. TOTAL :- Contractor's Service Charge (Percentage to be mentioned) Service Tax (If any) will be extra as per rule.	
2	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	01 (One)	Basic Amount (Wages) Per Day Per Head Provident Fund amount Per Day Per Head (13.36%) Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7000.00 per Year) ESI amount Per Day Per Head (@4.75%) if applicable. TOTAL :- Contractor's Service Charge (Percentage to be mentioned) Service Tax (If any) will be extra as per rule.	

Table -2

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 -2 of Price Bid.

SL. No.	Description of Job	Heads	Rate per month	Rs.
1	<p>SECURITY GUARD per 8(eigh) hour shift duty per day per English Calendar Month including weekly off and Holidays.</p> <p>No Security Guard should work more than 12(twelve) hours in a day</p>	18 (Eighteen)	<p>Minimum Wages of Security Guard w.e.f. 01.04.2016:-</p> <p>Basic Amount (Wages) Per Day Per Head</p> <p>Provident Fund amount Per Day Per Head (13.36%)</p> <p>Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7000.00 per Year)</p> <p>ESI amount Per Day Per Head (@4.75%) if applicable.</p> <p>TOTAL :-</p>	<p>288.00</p> <p>39.17</p> <p>19.18</p> <p>13.68</p> <p>360.03</p>
2	<p>SECURITY SUPERVISOR per 8(eigh) hour shift duty per day per English Calendar Month including weekly off and Holidays.</p> <p>No Security Supervisor should work more than 12(twelve) hours in a day</p>	01 (One)	<p>Minimum Wages of Security Supervisor Per Day Per Head should not be more than the rates of the Security Guard (with arms) i.e.Rs.347.00 as on 01.04.2016:-</p> <p>Provident Fund amount Per Day Per Head (13.36%)</p> <p>Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7000.00 per Year)</p> <p>ESI amount Per Day Per Head (@4.75%) if applicable.</p> <p>TOTAL :-</p>	

Notes :-

1. Service Charge excludes contributions towards ESI ,EPF and Bonus which shall be reimbursed by BBJ.

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2. Financial Evaluation will be carried out based on **Service Charge Percentage** on salary bill excluding EPF, ESI and Bonus.
3. The Number shown in serial no. 3(a) of Special Condition of Contract is only indicative and the actual nos. will be decided by the Site-In-Charge in consultation with the security agency from time to time.
4. 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 batons, torch, consumables such as uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit etc. (excluding contribution towards ESI,EPF and Bonus).
5. The Tenderer shall fill up the attached format marked as "PRICE BID FORMAT" for showing rate analysis for each category/item of the schedule.
6. The successful bidder shall submit his monthly bill showing details of amount arising out Table – 1 of Price Bid above and adding service charge together with valid documents.
7. The minimum wages and other statutory payment shall be made by the Security Agency as per revision from time to time.
8. Any reimbursement and/or payment shall be subject to valid document to be produced by the Security Agency.

(A.Neogi)
DGM(P-V)

CERTIFICATE
(On Company Letter Head)

Ref:-

Date :-

Sub:- **Deployment of Security Agency at Mughalsarai Project Site,Mughalsarai.**

Ref:- BBJ Order No. Dated

THIS IS TO CERTIFY THAT WE HAVE COMPLIED WITH ALL THE STATUTORY OBLIGATION FOR OUR SECURITY PERSONNEL ENGAGED FOR THE SUBJECT WORK WHICH INCLUDES PAYMENT OF MINIMUM WAGES, PF, AND ESI CONTRIBUTION AND OTHER BENEFITS AS PER PREVAILING RULES TILL..... . THIS IS ALSO TO STATE THAT WE HAVE MAINTAINED ALL OTHER DOCUMENTS AS PER REQUIREMENT OF PREVAILING LABOUR LAWS.

WE HEREBY INDEMNIFY OUR EMPLOYER M/S. THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED REGARDING COMPLIANCE OF ALL STATUTORY REQUIREMENT OF LABOUR LAWS AND ANY OTHER PREVAILING LAWS AS STATED ABOVE. M/S. THE BRAITHWIATE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED WILL HAVE NO RESPONSIBILITY IN THIS REGARD.

SIGNATURE WITH OFFICE SEAL