

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

NIT NO. BBJ/DGM(P-V)/AN/SECURITY/HPY/RISK & COST/2016-17 DT. 28.10.2016

(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

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NOTICE INVITING TENDER (RISK & COST)

NIT No:BBJ/DGM(P-V)/AN/SECURITY/HPY/RISK & COST/2016-17

Dated: 28.10.2016

Sealed offers are invited from resourceful / experienced Vendors 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. SCOPE OF WORK:

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

1. The tender is comprising of two (2) parts:

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

2. Contract period : For **06(Six)** months.

3. Last date for submission of sealed Quotation **on 10.11.2016 by 05.00 p.m.**

4. Opening of Techno Commercial Bid : **on 11.11.2016 at 02.30 p.m.**

No offer will be accepted / entertained beyond the closing date & time of Tender.

(A.Neogi)
Dy.Genl.Mgr(P-V)

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INSTRUCTION TO TENDERERS

General instruction:

1. **Issue of Tender Documents:** Any working day (except 2nd and 4th Saturdays, Sundays and Holidays) between 10.00 AM to 5.00 P.M from 28.10.2016 to 10.11.2016

Bidders who are interested to participate in the tender may also download the tender document from our website and also from Central Public Procurement Portal (CPP)

No offer shall be accepted after stipulated closing date and time for receiving of offer at BBJ Registered Office.

2. **Scope of Supply/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.
3. **Period of Contract:**
Contract will be awarded **for 06 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.
4. **Validity of the offer:** The offer should remain valid for minimum period of 90 days from the date of opening of tender.
5. **Site Visit :-** Before quoting, bidder must visit the place and contract respective site in-charge for any query relating to jobs to be performed, payment of wages/other allowance of security personnel, duty etc. Bidder should ensure/understand the nature of jobs to be performed by the security to be engaged by him. Accordingly, 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.
6. **Mode of submission of Tender:**
Tenders are to be submitted in two separate **sealed** covers containing the **Techno Commercial Bid** and **Price Bid** super scribing the Tender number, the due date and time of submission, addressed to the **Dy.General Manager(P-V)**, THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, **27, R.N.Mukherjee Road, Kolkata-700 001**.

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The offer should comprise of :

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

Both the envelopes (Part-I and Part-II) are to be put up in a third envelope and to be submitted **on or before 10.11.2016 by 05.00 p.m.** (no receipt will be issued for the purpose).

No e-mail/ FAX quotation will be accepted.

Tenderer sending tender by post will do so, solely on their own risk and BBJ will not be responsible for any loss in transit or postal delay and it should reach us positively within **10.11.2016 by 05.00 P.M.**

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

7. Opening of the Tender:

Techno-Commercial Bids (i.e. Part-I) **shall be opened on 11.11.2016 at 02.30 P.M.** During opening of Techno-commercial Bid & EMD (Part-I) and Price Bid (Part-II), the bidders may depute their authorized representative to be present as witness. However, only the techno-commercially acceptable bidders will be intimated before opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent to the techno-commercially acceptable bidders.

Techno Commercial Bid (Part-I) will contain the following documents:

- a) **Earnest Money Deposit (EMD) of Rs.25,000.00** (Rupees twenty five thousand only) is required to be submitted by Demand Draft / Pay Order/Banker's Cheque drawn in favour of THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED payable at Kolkata.

However, tenderer registered with SSI Units registered with NSIC may be exempted from the submission of EMD, against production of documentary evidence. FOR EXISTING SUPPLIER THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE RELEASED WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SUPPLY/SERVICE PERIOD WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE SUCCESSFUL BIDDER.

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

- b) As a proof of **experience**, Bidders should submit copies of contracts / orders along with the successfully execution certificate from Government Deptts/ PSUs/ reputed Private Industrial Establishments/ Factories.
- c) The bidder should have average **annual turnover** of **Rs.15.00 lakh** during **last three years** ending on **31.03.2016** and also should have earned net profit in any of the last three years.
- d) Copy of Audited/ Chartered Accountant certified Balance Sheet for the **last three years** ending **31.03.2016**.
- e) Copy of **up to date** renewed **Trade Licence** from concerned authorities;
- f) Copy of **P.F and ESI Registration Certificate**;
- g) Copy of **Professional Tax clearance & Income Tax certificate** from concerned authorities;
- h) Copy of **Service Tax Registration**;
- i) 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.**
- j) Copy of **PAN**;
- k) The General terms & conditions of the Tender along with Instruction to the bidders duly signed by the tenderer in each page as a token of unconditional acceptance of all notes and terms & conditions of the Tender are to be returned with the Techno-commercial bid.
- l) Rates are to be quoted as per Price Bid Format. It is mandatory to quote rates for all the items of Price bid failing which their offer will be rejected. Bidders shall give a confirmation in their Techno-Commercial Bid that they have quoted for all the items of price bid.

PRICE BID (PART – II)

- 1. Price Bid should be submitted as per enclosed Format:
- 2. This part must be free from any condition.
- 3. No correction, over-writing etc., is allowed for consideration
- 4. Rate(s) should be quoted both in words & figures.
- 5. Quoted rates shall consider all terms & conditions of the Tender.
- 6. Quoted rates shall remain firm till completion of the order.

Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in proper / respective envelopes separately and sealed.

- 8. BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.

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9. Responsibility of the Tenderer:

- i) The Tenderer 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 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.

10. 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 & other working arrangements, In – Charge/BBJ'S HPY's decision will be final and binding on you. In – Charge/BBJ'S HPY has the right to take suitable punitive action if any lapses are found at the place of posting.

11. ATTENDANCE REGISTER:

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

12. 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.

13. JOB DESCRIPTION:

a) your company shall be solely responsible for safeguarding the safety and security of men, materials, equipment at BBJ's HPY under control of BBJ. Your

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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 In – Charge/BBJ'S HPY.
- d) The security personnel, while on duty, will come under the administrative control of In – Charge/BBJ'S HPY.
- e) You should keep all firearms, cartridges, Guns etc at your safe custody, and at your risk and cost.
- f) 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'S HPY. 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 BBJ's HPY unless accompanied by requisite gate pass duly signed by the authorized representative of In – Charge/BBJ'S HPY.
- h) In case of any theft, robbery, burglary and matter allied with the security of the BBJ's HPY, the concerned guard personnel will prepare F.I.R. and submit the same to the In – Charge/BBJ'S HPY 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/BBJ'S HPY as and when required. The cost of 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.

14. 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 &

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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/BBJ'S HPY, BBJ, a copy each of the following documents:

II) valid insurance certificate for your security personnel to be engaged at our BBJ's HPY.

III) valid P. F. REGISTRATION & ESI REGISTRATION certificate for your security personnel to be engaged at our BBJ's Heavy Plant Yard.

15. **PAYMENT TERMS:**

a) The rates to be quoted by you for your security personnel are for per 8/12 HOUR SHIFT per English Calendar month basis. The above rates are inclusive of your contribution for P.F.,ESI, weekly offs, national holidays and service charges.

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 REIMBURSED BY BBJ (DIFFERENCE IN MINIMUM WAGES, P.F., ESI, BONUS ONLY) DURING THE TENURE OF THE CONTRACT ON SUBMISSION OF DOCUMENTARY EVIDENCE.

c) Service Taxes as applicable as Government Notification on the total bill 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 the In - Charge/BBJ'S HPY for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBJ Head 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 In - Charge/BBJ'S HPY. The requisite documents includes proof of payment of wages, PF Contribution and ESI contribution of your Security personnel engaged at our BBJ'S HPY 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.

16.**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 Contrat 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 wilfully or by ignorance.

17.**Execution of the Contract:**

- (i) Contractor 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.

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- (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 is required to maintain an attendance register of the workmen and the attendance register should be counter signed by the departmental in-charge.
18. **Risk and Cost :**
In case the performance of the contractor is not satisfactory, the Management of BBJ reserves the right to withdraw the relevant contract any time during execution and get the job done through any other agency at the tenderer **risk and costs.**
19. **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 BBUNL management.
20. 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.
21. **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.

(A.Neogi)
DGM(P-V)

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Table -1**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 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)	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	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)	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.	
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)	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.	

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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 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)	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.456.00 as on 01.10.2016:- 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 :-	
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)	Minimum Wages w.e.f. 01.10.2016:- 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 :-	456.00 60.92 19.18 21.66 557.76
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)	Minimum Wages w.e.f. 01.10.2016:- 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 :-	414.00 55.31 19.18 19.66 508.15

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Notes :-

1. Service Charge excludes contributions towards ESI ,EPF and Bonus which shall be reimbursed by BBJ.
2. Financial Evaluation will be carried out based on **Service Charge Percentage** on salary bill excluding EPF, ESI and Bonus.
3. 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.
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)