

Bharat Bhari Udyog Nigam Limited
(A Govt. of India Enterprise)

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

Regd. Office: 26. Raja Santosh Road, **Corporate Office:** 27, Rajendra Nath Mukherjee Road, Alipore, Kolkata-700027
Kolkata - 700001
Phone: (033)24795535 Fax: 033)24797046 Phone: (033)22485841-44 Fax: 033- 22103961
Email: info@bbjconst.com, bbj@india.com, Website: www.bbunl.com

Correspondences may be addressed to the corporate office.

NOTICE INVITING TENDER

1.	TENDER NOTICE NO	NIT/DGM(P-V/SECURITY/JAUNPUR/2142/3123
2.	DATE	09.09.2015
3.	SCOPE OF WORK	DEPLOYMENT OF SECURITY AGENCY REQUIRED FOR CONSTRUCTION OF FOUR LANE ROAD OVER BRIDGE (SPAN 1 X 21600 + 1 X 25080 + 1 X 21600) IN LIEU OF LEVEL CROSSING NO. 7-B AT KM 829.070 ON LUCKNOW-ZAFRABAD SECTION NEAR JAUNPUR WITH OPEN FOUNDATION AND COMPOSITE GIRDERS AND ERECTION OF GIRDERS BY LAUNCHING METHOD.
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 09.09.2015 TO 22.09.2015 DURING OFFICE HOURS.
8.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.00 A.M. ON 23.09.2015
9.	OPENING DATE AND TIME OF TENDER	On 23.09.2015 AT 3.00 P.M. AT CORPORATE OFFICE (27 R.N.MUKHERJEE ROAD, KOLKATA-700 001)

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

TENDERER(S)

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IB-1**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), Bharat Bhari Udyog Nigam 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 documents should contain the following:-
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)	INOCME TAX CLEARANCE CERTIFICATE & COPY OF PAN
c)	SERVICE TAX REGISTRATION CERTIFICATE
d)	VALID P.F./E.S.I. REGISTRATION CERTIFICATE & RELEVANT CODE NOS.
e)	VALID LICENCE AND NUMBER UNDER CONTRACT LABOUR ACT AND UNDER ANY OTHER ACTS/RULES
f)	Proof of Tenderer's Past Experience pertaining to similar nature of job in Uttar Pradesh by enclosing relevant documents.
g)	The bidder must fill the SCHEDULE OF RATE (vide SOR-1) with the appropriate column being duly filled-in, signed and sealed.
6.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
7.	BBUNL/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

TENDERER(S)BBUNL

	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)
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SPECIAL CONDITION OF CONTRACT

1. LOCATION OF THE SITE :-

The site is located near Level Crossing No. 7-B at KM 829.070 on Lucknow – Zafrabad Section near Jaunpur.

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 SUPERVISOR :

SECURITY SUPERVISOR – 03 (Three) HEADS per calendar month including Weekly off day and Holidays as per requirement & direction of In – Charge/Jaunpur ROB Project Site, Lucknow. No Security Supervisor should work more than 12(twelve) hours in a day

b) SECURITY GUARD:

SECURITY GUARD – 15 (Fifteen) HEADS round the clock per calendar month including Weekly off day & Holidays as per requirement & direction of In – Charge /Jaunpur ROB Project Site, Lucknow. No Security Guard 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/Jaunpur ROB Project Site decision will be final and binding on you. In – Charge/Jaunpur ROB Project Site 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.

TENDERER(S)

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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 BBUNL/BBJ office), uniforms, torches, batten, umbrella, rain coat, shoes and other personal requirements of security guards & security supervisor as prescribed by BBUNL/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 Jaunpur ROB Project Site under control of BBUNL/BBJ. Your company have to abide by the relevant terms & conditions while discharging the duties as per norms of BBUNL/BBJ, relevant Acts and rules of Uttar Pradesh State 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 BBUNL/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/Jaunpur ROB Project Site.

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

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 supervisor for misconduct, inefficiency, lack of physical fitness or any other ground, In – Charge/Jaunpur ROB Project Site, BBUNL/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 Jaunpur ROB Project Site unless accompanied by requisite gate pass duly signed by the authorized representative of In – Charge/Jaunpur ROB Project Site..

h) In case of any theft, robbery, burglary and matter allied with the security of Jaunpur ROB Project Site, the concerned guard personnel will prepare F.I.R. and submit the same to the In – Charge/Jaunpur ROB Project Site 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

TENDERER(S)

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accordingly and submit the same to the In-Charge/Jaunpur ROB Project Site 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 BBUNL/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 . BBUNL/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/Jaunpur ROB Project Site 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 in Uttar Pradesh State.

ii) valid Insurance Certificate for your security personnel to be engaged at our Jaunpur ROB Project Site.

iii) valid P. F. REGISTRATION & ESI REGISTRATION certificate for your security personnel to be engaged at our Jaunpur ROB Project Site.

9. RATES :-

(a). The rates to be quoted by you for your Security Personnel are for per English Calendar Month basis. The rates will be inclusive of contribution of 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 applicable as per CENTRAL GOVERNMENT, the same will be reimbursed by BBUNL/BBJ(Difference in Minimum Wages, P.F., ESI, Bonus only) during the tenure of the contract on submission of documentary evidence.

10. PAYMENT TERMS:

a) Monthly attendance Statement of your security personnel to be submitted in triplicate to the In – Charge/Jaunpur ROB Project Site for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBUNL/BBJ Head 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 –

TENDERER(S)

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Charge/Jaunpur ROB Project Site. The requisite documents includes proof of payment of wages, PF Contribution and ESI contribution of your Security personnel engaged at our Jaunpur ROB Project Site 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, BBUNL/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, BBUNL/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)

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SOR-1**SCHEDULE OF RATE**

SL. NO.	DESCRIPTION	UNIT	Rate (Rs.)
1)	To supervise, Control and implement Security arrangement at our Jaunpur ROB Project Site, Lucknow as well as Store/Yard of the above project site with your Security Supervisor and Security Guard as per instruction of In-Charge/ Jaunpur ROB Project Site for a period of 12(twelve) months as per terms and conditions detailed in the Special Conditions of Contract of this Tender Document		
a)	SECURITY SUPERVISOR per 08 (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.	PER 08 HOUR SHIFT/ DAY PER ENGLISH CALENDER MONTH	
b)	SECURITY GUARD per 08 (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.	PER 08 HOUR SHIFT/ DAY PER ENGLISH CALENDER MONTH	

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CERTIFICATE
(On Company Letter Head)

Ref:-

Date :-

Sub:- **Deployment of Security Agency at Jaunpur ROB Project Site,Lucknow**

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

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