

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/3132/(BR.NO.8)/24-2019

Dated: 05.04.2019

Sealed offers under "Two Bid" system are invited from resourceful/ experienced Security Agency for deployment of Security Personnel as per the requirement at Br.No.8(Hole Aur) located at Karnataka as per details given hereunder :-

01.	NAME OF THE WORK	Deployment of Security Agency at Br.No.8(Hole Aur) located at Karnataka.	
02.	QUANTITY/NO. OF HEADS	As per Scope of Work/ BOQ	
03.	SECURITY DEPOSIT AMOUNT	5%(Five) of the total order value which to be submitted by the awarded bidder after adjustment of EMD amount within 15 days on receipt of order in form of Demand Draft/Pay Order(in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD." payable at Kolkata)/Bank Guarantee(as per format provided by BBJ).	
04.	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. Tenderer registered with SSI Units with NSIC registration are exempted from the submission of EMD, against production of documentary evidence.	
05.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	05.04.2019
		Document Download Start Date	05.04.2019 - 16:00 HRS
		Start Date of Uploading of Bid Document	06.04.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	18.04.2019 - 15:00 HRS
		Date of opening of Technical Bid	20.04.2019 - 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:

Sl.	Nomenclature	Requirement	Place of Work
1.	Security Guard (08 Hours shift per day)	06 Heads	BRIDGE NO. 8(HOLE ALUR), 1 KM FROM HOLE ALUR RAILWAY STATION, DISTRICT-GADAG, KARNATAKA-582203.
2.	Security Supervisor (08 Hours shift per day)	01 Head	

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, BBJ has 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. The actual deployment will be done as per actual requirement at site during execution of work.

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, 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.

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>. A Hard Copy of EMD shall have to be submitted to this office. 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**.

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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 OPENING OF THE TENDER:

Techno-Commercial Bids (i.e. Part-I) **shall be opened on 20.04.2015 at 03.00 P.M.** 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.

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 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.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RELEASED TO SUCCESSFUL 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 Earnest Money lodged by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.

- b) 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.
- c) 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.
- d) Copy of Audited/ Chartered Accountant certified Balance Sheet for the **last three years** ending **31.03.2018**.
- e) Copy of **up to date** renewed **Trade License** from concerned authorities;
- f) Copy of **P.F and ESI Registration Certificate**;
- g) Copy of **Professional Tax clearance & Income Tax Return** from concerned authorities for the last 3(three) years ending 31.03.2018;
- h) Copy of **GST Registration Certificate**;
- 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**;
- 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 enclosed Price Schedule Format.

PRICE BID (PART - II)

1. Price Bid should be submitted only in the excel sheet.
2. This part must be free from any condition.

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- 12.0** BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.
- 13.0 SECURITY DEPOSIT :-**
SECURITY DEPOSIT AMOUNT WILL BE TREATED AS 5% OF THE TOTAL ORDER VALUE WHICH TO BE SUBMITTED BY THE AWARDED BIDDER AFTER ADJUSTMENT OF EMD AMOUNT WITHIN 15 DAYS ON RECEIPT OF ORDER IN FORM OF DEMAND DRAFT/PAY ORDER(IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD." PAYABLE AT KOLKATA/ OR IN FORM OF BANK GUARANTEE (AS PER FORMAT PROVIDED BY BBJ).
- 14.0 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,Kolkata before releasing of next payment. The BBJ Authorities shall not entertain any disputes pertaining to deduction and deposit of P.F & ESI.
- 15.0 GUARDING HOURS/ NOS. OF SHIFTS PER DAY/ LOCATION OF POSTING:**
Round the clock i.e. 24 hours per day; date of commencement will be from the date of joining at site. Regarding shifts & other working arrangements, In - Charge/ BBJ'S Karnataka Site(Br.No.8) decision will be final and binding on you. In - Charge/BBJ'S Karnataka Site(Br.No.8) has the right to take suitable punitive action if any lapses are found at the place of posting.
- 16.0 ATTENDANCE REGISTER:**
To be maintained by your company and required to be certified by BBJ's nominated person for each shift.
- 17.0 IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR SECURITY GUARDS & 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/supervisor will be allowed to attend duty without identity card, uniform and other requisites as mentioned above.
- 18.0 JOB DESCRIPTION:**
- a) Your company shall be solely responsible for safeguarding the safety and security of men, materials, equipment at BBJ's Karnataka Site 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/Karnataka State government. Your security personnel will keep

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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 Karnataka Site.
- d) The security personnel, while on duty, will come under the administrative control of In – Charge/BBJ Karnataka Site.
- 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 for misconduct, inefficiency, lack of physical fitness or any other ground, In – Charge/BBJ Karnataka Site. 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 Karnataka Site unless accompanied by requisite gate pass duly signed by the authorized representative of In – Charge/BBJ Karnataka Site.
- h) In case of any theft, robbery, burglary and matter allied with the security of the BBJ Karnataka Site(Br.No.8), the concerned guard personnel will prepare F.I.R. and submit the same to the In – Charge/BBJ'S Karnataka 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 accordingly and submit the same to the In-Charge/BBJ Karnataka 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 BBJ to your security personnel.
- k) The security personnel provided by you are not to be involved in trade union activities in any manner.

19.0 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/BBJ Karnataka Site, a copy each of the following documents:
 - I) Valid Insurance Certificate for your security personnel to be engaged at our Karnataka Site(Br. No.8);
 - II) Valid P.F. REGISTRATION & ESI REGISTRATION certificate for your security personnel to be engaged at our BBJ Heavy Plant Yard.

20.0 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,

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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-imburement 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.

21.0 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 willfully or by ignorance.

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

23.0 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.

24.0 JURISDICTION OF COURT:-

- (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

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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.

25.0 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 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)

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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	<p>SECURITY GUARD per 8(eight) 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>	06 (Six)	<p>Minimum Wages of Security Guard (without arms) w.e.f. 01.10.2018:- Basic Amount (Wages) Per Day Per Head</p> <p>Provident Fund amount Per Day Per Head (13.15%)</p> <p>ESI amount Per Day Per Head (@4.75%) if applicable.</p> <p>TOTAL:- Per Day Per Head:-</p>	<p>527.00</p> <p>69.30</p> <p>25.03</p> <p>621.33</p>
1	<p>SECURITY SUPERVISOR per 8(eight) 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.617.00 as on 01.10.2018</p> <p>Provident Fund amount Per Day Per Head (13.15%)</p> <p>ESI amount Per Day Per Head (@4.75%) if applicable.</p> <p>TOTAL:- Per Day Per Head:-</p>	

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.

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- 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. **Rate of Minimum Wages per day per head of Security Supervisor to be mentioned in Technical Bid. Percentage of Service Charges to be mentioned in BOQ only.**
- ix. Goods & Service Tax (GST)- as applicable will be extra.

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