

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(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 e-TENDER

eNIT/BBJ/DGM(P-V)/AN/SECURITY/GS&OE/35-2022

Dated: 28.10.2022

A.	TENDER NOTICE NO. & DATE	eNIT/BBJ/DGM(P-V)/AN/SECURITY/GS&OE/HO DATE .28.10.2022	
B.	NAME OF THE WORK	Deployment of Security Agency at BBJ REGISTERED OFFICE, 27 R.N. MUKHERJEE ROAD, KOLKATA-700 001	
C.	QUANTITY/NO. OF HEADS	As per attached Scope of Work/ BOQ-1	
D.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs.1,00,000.00 (Rupees one lakh only) in the form of Demand Draft/ Pay Order/NEFT/RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." payable at KOLKATA.</p> <p>MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.</p> <p>The above mentioned EMD amount of successful tenderer will be converted into Security Deposit Amount and the same amount will be released to the respective tenderer within 30 days after completion of total work/service without any interest subject to receipt of formal request from the awarded tenderer.</p> <p>The Earnest Money of un-successful tenderers shall be released /refunded immediately after finalization of the</p>	
E.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
F.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	28.10.2022
		Document Download Start Date	28.10.2022 - 10:00 HRS
		Start Date of Uploading of Bid Document	11.11.2022 - 10:00 HRS
		End Date for Uploading of Bid Document	18.11.2022 - 15:00 HRS
		Date of opening of Technical Bid	19.11.2022 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF CONTRACTOR :-

Any bidder 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>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Tenderer 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 Tenderer DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID :-

Bids to be submitted **online through e-Procurement system** of Central Public Procurement Portal (CPPP) (<https://eprocure.govt.in/eprocure/app>). **Hardcopy of the uploaded/submitted bid shall have to be submitted to this office physically along with EMD.**

Tender document to be digitally signed with Company's seal (except Price Part) by the bidders/to be sealed & signed in each pages of BBJ Tender Document(except Price Part). The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **TWO PARTS.**

(A). TECHNO COMMERCIAL PART :- The Techno Commercial Part will consist of :-

i) PRE QUALIFICATION CRITERIA OF THE BIDDER :-

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/uploaded with the offer :-

- (a) **EMD** amounting to **Rs.1,00,000.00**(Rupees one lakh only) in the form of Demand Draft/Pay Order/NEFT/RTGS drawn in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LTD". payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents.**
- (b) Declaration of the Tenderer (**Marked as ANNEXURE-A**) as per **Clause No. 03** under Special Condition of Contract of the NIT, duly signed by the authorized signatory person of the tenderer to be submitted in their Letter Head.
- (c) As a proof of **experience**, Tenderers should submit copy of **Contracts / Work Orders** issued by any Govt. Deptt/ Semi Govt. Deptt/Government of India Enterprise/Undertaking **along with Performance Certificate / Execution certificate** issued by Client for similar nature of work during **last 7(seven) years ending 31.10.2022.**
Similar nature of Work means :- Deployment of Unarmed Security Guard/Security Guard and Security Supervisor in any Govt. Deptt./Semi Govt. Deptt./Govt. of India Enterprise/Undertaking.
- (d) In addition to the values of contracts/work orders submitted/executed should also meet the below mention criteria for the last **3(three) financial years ending 31.03.2022:-**
 - (i). Three similar completed works each costing not less than **Rs.14.40 lakh or**
 - (ii). Two similar completed works each costing not less than **Rs.18.00 lakh or**

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- (iii). One similar completed work costing not less than **Rs.28.80 lakh**
- (e) The Tenderer's average **Annual Business Turnover** during the last 3(three) financial years ending on **31.03.2022** should not be less than **Rs.10.80 lakh** per annum. The Tenderers should submit the following documents as proof of Turn Over :-
 - (i). Audited Balance Sheet & P/L Account for last 3(three) financial years ending on **31.03.2022**.
 - (f) Copy of up to date /renewed **Trade License** from concerned Authorities;
 - (g) Copy of **P.F and ESI Registration Certificate**;
 - (h) Copy of Indian Income Tax Return Acknowledgement from concerned authorities for the following **Assessment Year** :-
 - (i). Assessment Year :- 2019-2020
 - (ii). Assessment Year :- 2020-2021
 - (iii). Assessment Year :- 2021-2022
 - (i) Copy of **GST Registration Certificate**;
 - (j). The Agency should be registered under Private Security Agencies (Regulation) Act 2005 (**PSARA**). The Tenderer should have valid License/Registration to engage in the business of Private Security Agency from the office of Appropriate Authority in the **State of West Bengal**.
 - (k) Copy of **PAN Card**;
 - (l) Digitally signed copy of BBJ tender documents (except Price Part) / Sealed & signed in each pages of BBJ tender document(except Price Part).
- (B). **PRICE-PART :-**
 - (a) Properly filled up BILL OF QUANTITY-1(BOQ-1) duly digitally signed to be uploaded in Financial Part;
 - (b) **Percentage of Service Charges only to be quoted by the Tenderer in "BOQ-1"**.
 - (c) This part must be free from any condition.
- i) The Percentage of Service Charge quoted in financial bid shall be firm and shall include all but **excluding GST**. GST(as applicable) will be extra. Any variation in the taxes, duties, levies etc. till completion of contract/supply shall be to the bidder's account.
- ii) No extra payment shall be paid by BBJ on account of any discrepancy in nomenclature of scope of work. The Bidder shall seek clarifications if any before submitting the tender.
- iii) No representation for the enhancement of the prices/percentage of service charge of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).

Notes:

The award of the order or rejection of the bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

4.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM

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(UAM) number on CPPP.

- ii) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits: -
 - a) Issue of Tender set free of cost
 - b) Exemption from payment of Earnest Money Deposit
- iii) Bidders/Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).

To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. **Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.**

- 5.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 6.0 **VALIDITY OF TENDER: – 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted.
- 7.0 Hardcopy of the bid as uploaded in the CPP Portal to be submitted to this office prior opening of technical bid.

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SCOPE OF WORK

DEPLOYMENT OF SECURITY PERSONNEL AS FOLLOWS :-

Sl.	Nomenclature	Requirement	Place of Work
1.	Unarmed Security Guard (08 Hours shift per day)	05 Heads	The Braithwaite Burn And Jessop Construction Co.Ltd. (A Govt. of India Enterprise) Registered Office 27, R.N.Mukherjee Road Kolkata-700 001 West Bengal.
2.	Security Supervisor (08 Hours shift per day)	01 Head	

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SPECIAL CONDITION OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "BBJ" shall mean THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED having its Registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "TENDER" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "ORDER" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "Tenderer/ Bidder" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "Successful Tenderer/Bidder" shall mean whose tender has been finally accepted by BBJ.

2.0 PERIOD OF CONTRACT:

Contract Period will be valid **for 24 months** effective from the date of LOA/Work Order whichever is earlier and may be extended for **another 12 months** on the same terms and conditions of the contract and the same service charge subject to satisfactory performance of the bidder as per discretion of BBJ.

BBJ has reserve the right to curtail the contract period and to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

3.0 The tenderer must give a Declaration (as per enclosed format, marked as "**ANNEXURE-A**", 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.

4.0 **Earnest Money Deposit (EMD):** Deposit of EMD amounting to **Rs. 1,00,000.00** (Rupees one lakh only) may be made in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Maintenance Period/Contract Period of the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.

Bank Name: STATE BANK OF INDIA

Tenderer

BBJ

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Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B. B. D. BAGH (EAST), KOLKATA – 700 001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFSC Code: SBIN0001401

PS: In case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

5.0 **SECURITY DEPOSIT:-**

For successful Tenderer/Bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of contract period without any interest. On receipt of formal application from the awarded bidder for releasing the EMD, BBJ will release the amount without any interest after completion of contract period.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15 (fifteen) days from the date of receipt of LOA/ORDER whichever is earlier, otherwise LOA/ORDER will be cancelled and withdrawn. The tenderer will be debarred from participating in future bid for a period of 01(one)year the date of LOA/ORDER.

If, the successful bidder not able to perform their work/service within stipulated time/period after receiving of LOA/Order whichever is earlier, in that cases their EMD/Security Deposit will be forfeited.

6.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

7.0 The number(s) of security personnel is/are only indicative and the actual head will be decided by BBJ in consultation with the security agency from time to time. BBJ has reserve the right to increase or decrease the number of security personnel as and when required basis without changing in service charges. Security Personnel shall be equipped with Cell Phone facility for effective coordination.

8.0 **FALSE INFORMATION** :-If the tenderer(s) deliberately gives false information in his tender to create circumstances for acceptance of his offer, BBJ reserves the right to reject any/all such offer.

9.0 **SUBLETTING OF WORK** :- No part of Work Order not any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the bidder directly or indirectly to any firm/agency/corporation whatsoever without the prior consent in writing of BBJ.

10.0 **LIQUIDATED DAMAGE** :- If the awarded successful bidder fails to comply any of its respective Contractual Obligation(s) against our LOA/Work Order whichever is earlier within stipulated time frame, in that event BBJ reserves the right to terminate the contract/supply and to take any action against the successful/awarded bidder(such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee/Non Payment/forfeiture of bills(s) etc.) and the decision of BBJ in this respect shall be final.

11.0 **LOCAL CONDITIONS :**

It is imperative for each Tenderer to acquaint himself of all local laws, conditions and factors which may have any effect or bearing on the execution of works and service under the Scope of this Tender . In their own interest, the Tenderers are required to familiarize themselves with (but not limited to) :-

- (i). The Income Tax Act,1961, The Companies Act,2013;
 - (ii). Indian Customs Act 1962, Factories Act 1948 & Boilers Act,1923;
- Tenderer

BBJ

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- (iii). Arbitration Act;
- (iv). Contract Labour (Regulation and Abolition) Act 1970;
- (v). E.P.F. Act 1952/ ESI Act,1948;
- (vi). Employees Compensation Act 1923;
- (vii). Minimum Wages Act 1948 / Payment of Wages Act,1936/ Payment of Gratuity Act,1972/ Payment of Bonus Act,1965 / Industrial Disputes Act,1947 / The Private Security Agencies (Regulation) Act,2005
- (viii). Child Labour (Prohibition and Regulation) Act, 1986 and
- (ix). Other related Acts, Laws, Govt. Notifications, Regulations and Codes on Social Security and The Occupational Safety, Health and Working Conditions Code,2020 as per their date of implementation and applicability.

Owner shall not entertain any clarifications from the Tenderer regarding such local conditions at our site.

It is understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial and other adjustments to the Contract price, on account of lack of clarity or proper understanding of such factors shall be entertained.

12.0 RESPONSIBILITY OF THE SUCCESSFUL TENDERER:

- i) The Successful 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 security personnel, the successful tender shall have to take immediate alternative arrangement for replacement so that the related duty is performed.
- iii) The Successful Tenderer shall try to ensure that the persons deployed for the job in Company, should not have any criminal background, be involved in any criminal activity or cases or 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 Tenderer 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 successful tenderer. Successful Tenderer shall take all the measures in respect of compliance of all statutory requirements.
- v) Successful tenderer 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.
- vi) The tenderer shall not be allowed to appoint sub-tenderers unless The Braithwaite Burn and Jessop Construction Co.Ltd.(BBJ) gives their consent in writing to this effect.
- vii) The security personnel should be physically & mentally in sound health to be verified by any IMA registered Doctor. In case the services rendered by them at a later date are not to our satisfaction, the personnel too will be changed by the agency with immediate effect.
- viii) The security personnel deployed by the awarded bidder in BBJ's premises against this contract, will report in proper uniform, neat and tidy, from the date of the contract commencement.
- ix) The successful bidder shall bear all expenses regarding uniforms, Identity Card and other necessary requirement viz, Hand held Torch, Gum Boot, Rain Coats, Umbrella, Woolen Jacket(for winter season), Battens, Whistles,

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Shirt & Trousers, Cap, Shoes, Belt, Name Tag etc to security personnel engaged by him. Washing facility also to be provided by the security agency.

Notes :- No extra payment shall be paid by BBJ to the Tenderer towards providing above equipment/items as mentioned. The successful bidder has to manage above items/equipments within the quoted Service Charges.

- x) Tenderer has to provide the security personnel having operational knowledge of Fire Extinguishers during fire incidence.
- xi) In case of any security personnel found sleeping & caught by BBJ personnel, BBJ shall not make any payment against that duty of guard.
- xii) In case of theft or loss of company's property takes place due to the negligence or carelessness of security personnel, the successful tenderer will be responsible and shall make good of the same.
- xiii) The successful tenderer himself or his authorized representative shall make surprise patrolling at least once or twice in a month and shall keep a register with his supervisor and record the details like day & date of his patrolling, time of patrolling brief details of his area of inspection etc. and shall submit to concerned Office for verification.
- xiv) The person(s) employed by the successful tenderer will be his workmen and he / they will not have any direct connection and will not be deemed to be employees of The Braithwaite Burn And Jessop Construction Co. Ltd.(BBJ).

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

Round the clock i.e. 24 hours per day; date of commencement will be effective from the date of joining at BBJ Registered Office, Kolkata. Regarding shifts & other working arrangements, the decision of Manager(HRM)/Head of Personnel Department of BBJ Registered Office will be final and binding on the successful bidder. Manager(HRM) / Personnel Department Head has the right to take suitable punitive action if any lapses are found at the place of posting.

14.0 **ATTENDANCE REGISTER:**

To be properly maintained by the successful bidder and required to be certified by BBJ's nominated person for each shift.

15.0 **PHOTO 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 & security supervisor as prescribed by BBJ will be provided by your company free of cost. No Security Guards/Gunman/ Security Supervisor will be allowed to attend duty without identity card, uniform and other requisites as mentioned above. In case of Armed Security Guard, proper Arm's Licence is required for each arm/gun.

16.0 **JOB DESCRIPTION OF THE SUCCESSFUL TENDERER :**

- a) The successful bidder shall be solely responsible for safeguarding the safety and security of men, materials, equipment at BBJ Registered Office, Kolkata under control of The BBJ Construction Co.Ltd. The successful bidder have to abide by the relevant terms & conditions while discharging the duties as per norms of BBJ relevant Acts and Rules of under the **Central Govt. purview and West Bengal State Government** as per applicability. Security Personnel of the successful bidder 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.

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- Any negligence and lapses will make the concerned guard responsible and accountable and invite punitive action as will be deemed fit by BBJ.
- b) Providing round the clock security services for all days in year at our Registered Office, Kolkata.
 - c) Handling of Fire Extinguisher System and operational activities during the course of Fire etc.
 - d) To report immediately of any untoward incidents.
 - e) Prevent misuse of water and electricity etc.
 - f) The security personnel employed by tenderer must possess sound health and good eye sight.
 - g) Any change of security personnel should be done with the prior intimation of Manager(HRM) / Personnel Department Head of BBJ Registered Office, Kolkata.
 - h) The Security Contractor while fulfilling his duty as per the work order will obey all the instructions and orders of Manager(HRM)/Personnel Department Head of BBJ Registered Office relating to work obligation.
 - i) In case of any complaint against any of the Security Guard/Security Supervisor for misconduct, inefficiency, lack of physical fitness or any other ground, Manager(HRM)/Personnel Deptt Head of BBJ Registered Office, Kolkata, BBJ has the right to ask for immediate replacement of such security personnel.
 - j) 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 Registered Office, Kolkata unless accompanied by requisite gate pass duly signed by the authorized representative of Manager(HRM) / Personnel Deptt. Head of BBJ Registered Office, Kolkata.
 - k) In case of any theft, robbery, burglary and matter allied with the security of BBJ Registered Office, Kolkata, the concerned guard personnel will prepare a written F.I.R. and submit the same to Manager(HRM)/ Personnel Deptt Head of BBJ Registered Office, Kolkata 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 Manager(HRM)/ Personnel deptt Head of BBJ Registered Office, Kolkata as and when required. The cost of missing materials for theft/Robbery/Burglary would be recovered from the bills of the successful tenderer.
 - l) Security Personnel of the successful bidder will keep close contact with local Police Station as and when required.
 - m) No residential accommodation/ boarding and food will be provided by BBJ to your security personnel.
 - o) The security personnel provided by you are not to be involved in trade union activities in any manner.

17.0 MINIMUM WAGES ATC, 1948:-

The successful tenderer has to ensure payment of minimum wages as stipulated by Central Government & Rules, Govt. Notifications applicable in this regard and shall maintain attendance records and attendance card of their workmen under Section 14 and 18 or as per the relevant clause of the relevant Act(s).

18.0 PAYMENT OF WAGES ACT, 1936 :-

The successful tenderer will ensure the wages/salary payment to workmen engaged in executing the work within 7th of the following month to their bank account. In case of increase in wages notified by Central Government / State Government under Minimum Wages Act, 1948 & Rules there under. The tenderer will ensure the arrears payment

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without fail in the next month. Further, as per provision of the Act, the tenderer will ensure issue of wage-slip to every workmen engaged by them.

19.0 **GOODS AND SERVICE TAX (GST)**

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be **exclusive** of **Goods and Service Tax**. The GST as legally leviable & payable by the successful tenderer under the provisions of applicable law/act shall be paid extra by BBJ as per tenderer's bill. Tenderer shall quote their rate after considering the input tax credit on their input materials and services.

The tenderer shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number shall be cancelled.**

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

Tenderer shall raise their tax invoice in regular interval as per contract condition and uploaded their supply/service invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to tenderer, the same shall be recovered from Tenderer's bill.

20.0 **FACTORIES ACT,1948 :-**

The successful tenderer has to ensure the compliance of all the provision of Factories Act,1948 in full spirit.

21.0 **EMPLOYEE'S STATE INSURANCE ACT,1948 :-**

The successful tenderer shall arrange for a separate number under the Act, and cover his entire workmen under the provision of the scheme. The tenderer will be responsible for arranging the medical card and other provision under the scheme. Various returns/registers/form under the scheme must also be complied by the successful tenderer. The tenderer will submit a copy of ESI challan of the previous/current month while submitting his bills. Payment will not be released if the same is not submitted.

22.0 **EPF & MISCELLANEOUS PROVISIONS ACT,1952 :-**

The successful tenderer shall be responsible for maintenance and filing of statutory return under EPF & Miscellaneous Provisions Act,1952, as amended upto date.

23.0. The successful tenderer (Security Agency) shall comply the minimum wages and their Statutory Payments which are presently in vogue as indicated in **Price Bid Format**.

24.0 **PAYMENT TERMS OF SUCCESSFUL TENDERER :**

- a) Monthly Attendance Statement of your security personnel of BBJ Registered Office, Kolkata to be submitted in Triplicate to Manager(HRM) / Personnel Deptt Head for certification and certified copy of the said Attendance Sheet should be attached with the successful bidder's monthly bill for payment from BBJ Registered Office, Kolkata.
- b) The successful bidder's monthly bill will be paid within **45(forty five) days** from the date of submission of bill duly supported by requisite documents and certified by Manager(HRM)/Personnel deptt Head of BBJ Registered Office, Kolkata. The requisite documents are inclusive of proof of payment of Wages, PF Contribution and ESI contribution of the successful bidder's security personnel engaged at BBJ Registered Office, Kolkata regarding compliance of statutory obligations as per prevailing Act for the subject work.
- c) In case of any increase/decrease in Minimum Wages/benefits of the successful bidder's security personnel due to revision in Minimum Wages Act(Central), the same will be reimbursed by BBJ (differential in Minimum Wages, PF and ESI only) during the tenure of contract on submission of documentary evidences.

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d) GST (as applicable) on the total bill will be reimbursed by BBJ on only after payment of the same by the successful bidder to the Statutory Authorities on production of documentary evidence.

e) All payments shall be made in Indian currency only as per the price schedule.

25.0 CONTRACT LABOUR REGULATION ACT,1970 :-

The Successful Bidder to obtain valid Labour License under this Act, for total number of workmen to be engaged by him before starting of the work and after awarding the LOI/Work Order. Sufficient flexibility should be kept while mentioning the number of workmen to be engaged by the tenderer for each job.

(a). All registers, form & records as applicable under the Contract Labour (Regulation & abolition) act, 1970 shall be maintained by the Tenderer. On demand, same should be made available for inspection by the authorized Officer for the purpose.

(b). The number of contract labour, or any day not to exceed the Maximum numbers specified in the License.

26.0 EMPLOYEES COMPENSATION ACT,1923 :-

This is applicable In the event of ESI Act 1948 is not operative. The tenderer shall submit the copy of Employees Compensation Policy taken from the insurance Company in respect of the contract for all workmen employed by him before starting of the work.

payments shall be made in Indian currency only as per the price schedule.

27.0 EXECUTION OF THE CONTRACT:

(i) The Successful Tenderer/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) The successful Tenderer/Security Agency is required to maintain an attendance register of Security Guards, Security Supervisor & Security Gunman and the attendance register should be counter signed by the respective Site In-charge.

28.0 TERMINATION OF THE CONTRACT:-

In the event, BBJ finds that the successful Tenderer's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Tenderer falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Tenderer, or, the entire balance work to be taken away from the successful Tenderer and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful tenderer for any ground whatsoever.

All the statutory obligations including maintaining the Rules of Local & Central Govt. bodies should be abided & complied by the successful Tenderer and any consequence comes out from the act or omission of the successful Tenderer which can result stoppage of work or the successful tenderer fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action

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against the successful Tenderer (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non-payment/ forfeiture of Bill(s) etc. and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful tenderer does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

29.0 JURISDICTION OF COURT:-

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

30.0 ARBITRATION :- In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

If a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

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31.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently :-

- (a). Work Order
- (b). Letter of Award (LOA)
- (c). Schedule of Items, Rates & Quantities
- (d). Special Condition of the Contract (SCC)
- (e). Technical Specifications (TS)
- (f). Scope of Work (SOW)
- (g). Notice Inviting Tender
- (i). Instructions to the Bidders (IB)
- (j). General Conditions of Contract

32.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 32.1** Increase/ decrease/ alter the manpower of security personnel/duration of contract period with corresponding change in the value of contract.
- 32.2** May ask for further qualification/documents during techno commercial scrutiny of bids received.
- 32.3** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 32.4** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 32.5** If the tenderer deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 32.6** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 32.7** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

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PRICE BID FORMAT

45.0 The Tenderer (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	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.	01 (One)	Wages(Basic Wages + VDA) Per Day Per Head as on 01.10.2022 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%)	940.00 122.20 30.55
2	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.	05 (Five)	Wages (Basic Wages + VDA) Per Day Per Head as on 01.10.2022 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%)	866.00 112.58 28.14

Notes:

- (a). Service Charge to be quoted by tenderer only on Wages(Basic Wages + VDA).
- (b). Contributions towards ESI, EPF, Bonus and other benefits which shall be reimbursed by BBJ.
- (c). The **service charge percentage** quoted in "**BOQ-1**" shall includes all taxes(Except GST), 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 tenderer's profit etc. GST(as applicable) will be extra.
- (d). The successful tenderer shall submit his monthly bill showing details of amount arising out Table above and adding service charge together with valid documents.
- (e). The Minimum Wages and Statutory & Other Payments shall be made by the Security Agency as per Minimum Wages Revision from time to time.
- (f). Any reimbursement and/or payment shall be subject to valid document to be produced by the Security Agency.
- (g). Goods & Service Tax (GST)- as applicable will be extra.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

DECLARATION OF THE TENDERER
ANNEXURE - A

Ref:- Tender No..... Dated

To The Braithwaite Burn And Jessop Construction Co.Ltd.
(A Govt. of India Enterprise)
27, R.N.Mukherjee Road
Kolkata-700 001.

1. I/We, the undersigned have examined all the terms & conditions of above mentioned Tender Document. We now offer to deploy Security Guard and Security Supervisor to perform duties as mentioned in the tender and the quoted percentage of Service Charge, mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform our services in accordance with the terms and conditions as detailed in the Tender Document.
3. We agree to keep our tender valid for acceptance as required in the Tender Document , or for subsequently extended period, if any, agreed to by us.
4. We confirm that we do not stand de-registered/banned/blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
5. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage.
6. I/we have carefully read and understood all the terms and conditions of the tender specified in above mentioned Tender Document, including amendment / corrigendum if any and hereby agree/convey my unconditional acceptance of the same.
7. We confirm that there is no Police Investigation/ Court Case pending or contemplated against the tenderer's firm or any security personnel employed by his firm in the past in connection with the security contract executed earlier/under execution.
8. I/we also declare that, I/we will abide by all the Rules and Regulations of the Tender Document and applicable Government Rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

(Signature with date)

(Name and Designation)

(Duly authorized to sign tender for and on behalf of(Name of Tenderer)

Date :

Place :

Tenderer

BBJ