

INVITATION FOR BIDS

BRAITHWAITE & CO. LIMITED : ANGUS WORKS INVITES TENDER

F O R

**Engagement of Security Service Agency on annual
contract basis at Angus Works**

Tender No. BWT/PUR/ANGUS/2005/01

1.0	<u>Last Date, Time & Place of receipt of Tender</u>	<u>Tender No. & Tender Sl. No.</u>	<u>Bid Security/Earnest Money Deposit</u>
	Upto 13:30 hours of 30.04.05 at the office of Manager (Purchase), Braithwaite & Co. Ltd., Angus Works, Hooghly West Bengal.	BWT/PUR/ANGUS/ 2005/01 dtd. 15.04.05	Rs.10,000/- (Rupees Ten Thousand) in the form of D/D, Pay Order in favour of Braithwaite & Co. Ltd.

IMPORTANT NOTE : Your EMD should be enclosed along with the “Techno Commercial Bid” superscribing on top of the envelope with the words “EMD ENCLOSED INSIDE”

If EMD is not submitted along with the Techno Commercial Bid your tender will be rejected and Price Bid shall not be considered for opening.

We have pleasure in enclosing the following tender documents for the above equipments/supply items/service job and would invite you to submit your best offer on the basis of the following :

- a) Scope of Work.
- b) Terms and Conditions.

2.0 Following points may please be noted in regard to submission of Tender :

2.1 Bids to be submitted in Three parts – Credential Bid, Techno-Commercial Bid and Price Bid.

a) **Credential Bid** :

Consist of furnishing the complete details supported by copies of relevant documentary evidences enable the Purchaser to assess the vendor as reliable and prospective contractor for the products for which the bidder is interested to go for contract with the Purchaser. Trade license, S.T and I.T. Clearance Certificate, Audited Balance Sheet of last 3 years to be enclosed in Credential Bid.

b) **Techno-Commercial Bid** :

Techno-Commercial part consisting of Technical Specifications, General Terms & Conditions for supply etc.

c) **Price Bid** :

Price Bid should be indicted of the items as per given Price Schedule. Price should remain valid for at least 90 days from the date of opening of the Tender.

Rate to be quoted both in figure and words.

Overwriting in Price Figures of the quotation will be rejected.

2.2 Payment will be made only in Indian Currency.

2.3 Last date of receipt of Bids 30 .04.2005.

2.4 Time, Date and Place of opening of Bids 2:00 PM on 30.04.2005, Purchase Department, Angus Works. Vendor may be present at the time of opening of Tender.

2.5 Any tender/offer received after this stipulated date and time will be termed as late tender and may be liable for rejection.

2.6 Purchaser reserves the right to reject any or all of the Bids/Tenders without assigning any reason.

2.7 In case the date of tender opening falls on a gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the appointed time and place.

Yours faithfully,
for BRAITHWAITE & CO. LIMITED

MANAGER (PURCHASE)

Scope of Work :

Job Details : Engagement of Security Service Agency will be made in the following two forms :

- a) Annual job contract for providing Security Services in the Residential colony and erstwhile Golf Ground area at Angus Works, Bhadreswar, Hooghly.

Manpower required for this job to be indicated by the Contractor in the Techno-Commercial Bid in the following manner :

- i) Supervisor -
- ii) Security Guard (Unarmed) -
- iii) Security Guard (Armed) -

- b) Engagement of Security Guard in the Factory premises of Angus Works :

- i) Security Guard (Unarmed) - 16 nos.
- ii) Security Guard (Armed) - 6 nos.
- iii) Supervisor - 2 nos.

For (a) - Residential Colony

1. You will have to undertake, organize and carry out with full responsibility, the job of providing Safety Security and Traffic Regulation and implementation of same on Scientific Lines for Security Protection of men, materials, documents, premises and buildings etc. against theft, pilferage, damage etc. round the clock i.e. throughout 24 hrs. of the day.
2. The coverage area is shown in the site map no. ADM/004/00 dated 02.05.1997. The contractor shall ensure that no trespass take place through the following areas :
 - a) Gate Nos. 7, 8, 9, 9A and 10
 - b) The boundry wall area between –
Gate No. 4 to Gate No. 7
Gate No. 7 to Gate No. 10
Gate No. 10 to Gate No. 9
Gate No. 9 to Gate No. 9A
Gate No. 9A to Gate No. 8

For (b) - Factory Premises

1. You will have to undertake and carry out with full responsibility the job of providing safety and security personnel, properly and materials, documents, premises and buildings, by his men to be deployed in the Factory premises as detailed by the Security Department.
2. In exigency of Company's work, the personnel deployed at the Factory may be engaged at the Residential premises at the discretion of Security Department of the Company.
3. In case of exigency an increase of manpower deployment (not more than 5 unarmed guards at a time per day) and the additional cost there to may be included in the contract terms, to be paid through supplementary bill.

For (a) and (b) both

1. You will not substitute any one of his personnel with another without the approval of the competent authority of BWT.
2. You will be advised for replacement of any one or all of the employees engaged by him if he/they does do not fully meet the security requirements and to take action accordingly.
3. You shall ensure that Security Guard/Supervisor are employed on 8 hrs. shift duties per day round the clock 7 days of the week.
4. You will be advised for replacement of any one or all of the employees engaged by you if he/they does do not fully meet the security requirements and to take action accordingly.
5. Your security personnel should be very vigilant and take all necessary measures to ensure that no unauthorized persons take entry through the gates of the Factory premise and residential compounds.
6. Your security personnel should take measure at all time during their duty hours to ensure environmental peace and harmony in an around Factory premises and residential compounds.

Responsibility :

1. Your deployment of personnel, Security Guards/Supervisor should be either Ex-servicemen from Army, Navy, Air Force or from BSF, CRPF, ITBP, CISF etc. No ordinary civilian should be engaged for the purpose. For armed Security Guard (Gunman) personnel from TA infantry regiments may be considered. Besides, persons with adequate security experience may also be considered.
2. In case of sudden illness or absence of any of your personnel, you shall have to make an immediate alternative arrangement for replacement so that the related duty is performed. Otherwise a deduction @ 5% of total bill for that individual day will be made for any absentism in any day.
3. You shall provide each employee with an identity card with photograph.
4. Accommodation for your employees to be provided by you. Fooding arrangements to be made by you.
5. Uniform and other necessary requirement viz. torch, gum boot, gun and other equipments to your employees to be provided by you.
6. You shall as far as possible, try to ensure that security personnel provided by them to the Company are not involved in any Trade Union activities, especially those which nmay affect security functions.
7. Security personnel provided by you to the Company shall be your employees for all purpose, as well as for the purpose of this contract.

8. You shall ensure the security staff attend duties in uniform.
9. In order to ensure that the Security Guard/Supervisor are able to discharge their duties, you will provide all necessary accountments including stationery etc. at his own cost.
10. You shall supervise the Security Guards/Supervisors adequately and ensure that performance and turn out are such that the purpose of the contract is duly achieved.
11. You shall visit the contractual area/premises periodically and not less than once a fortnight and meet competent company Official whenever specially called by the letter and carry out the task assigned efficiently and diligently and to the satisfaction of the Company.
12. You shall preserve all records maintained for the Company and hand them over to the security in-charge from time to time and positively at the end of the contract period.
13. You will be responsible for payment of wages including Allowances, Bonus, Gratuity, PF etc. to your employees as may be applicable and payable under various laws and rules.
14. You shall maintain proper records and register required to be maintained by you in accordance with statutory provisions of various Relevant Acts and Rules framed there under.
15. You shall maintain and attendance register and muster roll of payments for its employees which the assigned Company Officials shall be entitled to inspect.
16. You shall take all steps to obtain requisite license under the contract labour (Regulation and Abolition) Act/Rules for the contract and shall comply with all statutory obligations under the applicable labour laws and other relevant provisions of law for deployment of Security Guards/Supervisors for the above contract.
17. You shall indemnify the Company against all claims and losses arising as a liability under the various Relevant Acts and rules or any civil or criminal law for the time being in force so far as they related to Guards/Supervisor employed by you for the contract. You shall also be responsible to make good of the losses, if any, incurred by the Company due to the negligent performance of your Guards/Supervisor.
18. You shall take appropriate insurance cover from Government Insurance Company under the Workmen's Compensation Act for the requisite amount in respect of Guards/Supervisors. Insurance coverage shall be obtained by you at your cost within a fortnight of the commencement of the contract and copy of the same to be forwarded to the Company immediately.
19. The liability of any compensation for injury to security personnel or others arising as a result of duties of your Security Staff shall be that of yours.
20. ESI registration to be made an you shall required to take all responsibility of your personnel in respect of ESI, Bonus etc. copies of registration to be furnished to BWT.

21. You shall have to take proper safety precautions and arrange and provide for all the necessary safety appliances where ever and when ever necessary for such kind of job to your employees/workmen to ensure proper protection of your employees at the working site and confirm to the rules and regulations of the Company.
22. You must posses the License under the Contract Labour Laws/Regulation Act, 1970 and amendment thereof. You should abide by all labour laws, rules and regulations of Govt. of West Bengal/Central Govt.
23. You are requested to visit the contractual area and furnish the number of heads required for the job as per given scope of work in your Techno-Commercial Bid.
24. You will provide all necessary accountments including uniform, stationery etc. to his personnel deployed at the site at his own cost. In case of firing, on reasonable ground, the cost of ammunition may be reimbursed on production of bonafide case memo for fresh purchase against each fired cartridge and depositing the empty cases of the fired cartridge to the security department.
25. You will also be responsible to make good of the looses, damages of BWT's properties/materials/persons due to lapses of his Guards/Supervisor and the same will be recovered from his Account.

BRAITHWAITE & CO. LTD.

TERMS & CONDITIONS

Tender No. BWT/PUR/ANGUS/2005/01

1. Payment Terms : Credit terms. Your monthly bill will be paid within 30 days of the following month.
2. Job may be distributed to more than one party, if required as per discretion of BWT.
3. Bid Security (E.M. Deposit) : Earnest money for an amount of Rs.10,000/- (Rupees Ten Thousand only) to be deposited with your offer either in the form of Pay Order or Bank Draft issued in favour of Braithwaite & Co. Ltd., Angus Works.
4. EMD : The EMD submitted against bids shall be refunded after 30 days finalisation of order to the unsuccessful bidders. The EMD to the successful bidders shall be refunded on submission of the requisite Security Deposit.
5. Price : The price shall remain firm and valid for at least one year from the date of insurance of the Purchase Order.
6. Security Deposit : The contractor shall furnish to the Purchaser a Bank Guarantee from an Indian Nationalised Bank in the format to be provided by the Purchaser towards security deposit for 5% of the contract price within 10 days from the date of receipt of the Letter of Intent/Purchase Order. The Bank Guarantee shall be for due and faithful performance of the contract. This Bank Guarantee shall be released on application by the contractor after the expiry of the contract period.
7. Penalty : If the contractor fails in the due performance of the contract/fulfill his obligation as agreed penalty shall imposed as per discretion of BWT.
8. Bid shall remain valid for a period of 90 days from the date of bid opening.
9. The contract under this work shall remain valid upto a maximum period one year.
10. The Company may call for proof of fitness, including police verification from the contractor in respect of any Security Guard/Supervisor and if necessary order the contractor to get any Guard/Supervisor medically checked by an authorized Doctor at the contractor's expenses and withdraw him from duty, if not found feet.
11. The contractor shall not substitute any Security Guard/Supervisor with another without any prior approval of the Company.
12. The Company may advise replacement of any or all of the employees of the contractor if he/ they does/do not fully meet the security requirement.
13. The Company may, with the written consent of the contractor extend the period of this contract under the same terms and conditions. However, extension (beyond the initial period of contract) shall not be for more than one year at a time, if at all.

14. Submission of Bills : Bills should be submitted on monthly basis as per terms of the Purchase Order after the end of the month. The bills to be approved / certified by the Company's authorized representative of the concerned deptt. prior to the submission of the bills.
15. The following documents to be submitted by you to the Accounts Deptt. on monthly basis along with your bill :
 - a) The attendance record of the engaged persons duly certified by our Security-in-charge.
 - b) ESI Clearance Certificate.
 - c) Income Tax Certificate.
 - d) Wage Payment vouchers to your employees.
16. Risk Purchase & Termination Clause : In the event of your failure to execute the contract fully or partly or termination of the contract or a portion thereof, BWT shall have the right to procure/execute the work through other Agencies as decided by BWT, at your cost and risk.
17. The contract may be terminated by mutual agreement between the Company and the contractor, by either party giving a full calendar month's notice to the other party failing which the defaulting party will pay full calendar month's charge in lie of notice.
18. Notwithstanding anything contained in the work order, the contract may also be terminated by the Company without assigning any reason by giving a notice of 15 days to the contractor and without payment of any compensation. This shall apply if any contractor substantially fails or delays the carrying out of the contractual obligations.
19. Arbitration : All questions, disputes on difference of any kind whatsoever if occurs in course of execution of the contract between BWT and you, shall be settled mutually. However, the decision of BWT's managing Director in regard to your liability/amount. If any, will be final and conclusive.
20. The Company reserves the right to terminate the contract partially/wholly at any time of the contract period if you fail to carry out the job upto or satisfaction.

BRAITHWAITE & CO. LIMITED

PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from the requirements of the **Tender Specifications** :

Clause No.	DEVIATION	REMARKS (Including Justification)

2. The following are the particulars of deviations from the requirements of the instruction to Tenders, General and Special Conditions of Contract :

Clause No.	DEVIATION	REMARKS (Including Justification)

(Signature and seal of the Bidder)

Note : Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **“No Deviations”**.