

**BRAITHWAITE & CO. LIMITED**

**5, HIDE ROAD,  
KOLKATA-700 043**

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**TENDER ENQUIRY NO: BWT/TKB/SECURITY/CW/05-06**

**February 9, 2005**

Sealed offers are invited from experienced and resourceful vendors for Annual Job Contract of Security Agency in three parts i.e. Credential Bid, Techno-Commercial Bid & Price Bid as per details given below, for Factory at Clive Works, 5, Hide Road, Kolkata – 43. & Victoria Works, P – 61, C.G.R. Road, Kolkata – 43.

1. **Issue of Tender Documents:** Any working day (**Except Sunday & holiday**) between 10.00 AM to 1.00 PM from 09.02.05 to 24.02.2005 against payment of Rs.300/- by Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.' Willing bidder may download the tender document from our Website '**[www.braithwaiteindia.com](http://www.braithwaiteindia.com)**' and participate in this tender by paying Rs.300/- in the form of Demand Draft/Pay order drawn in favour of 'Braithwaite & Co. Ltd.'
2. Closing of Tender Box at 2.50 PM on 24.02.2005 (Due date)
3. Opening of part-I & part-II of the Tender at 3.00 PM. on 24.02.2005.

***The offer should comprise of parts as under:***

- i. Part-I : Credential Bid & EMD
- ii. Part II : Techno-Commercial Bid
- iii. Part-III : Price Bid.

All these parts shall be inserted separately in 3 envelopes and these shall be put in 4<sup>th</sup> envelope and all the envelopes shall be super scribed with our **Tender No. BWT/TKB/Security/CW/05-06 including Part No. and Due date.**

Sealed Tender, addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-43** may be dropped in our **Tender Box No 1** (in case of hand delivery) or may be sent by Registered post but must reach us **Positively within 24.02.2005 (due date) by 2.50 PM.**

Braithwaite reserves the right to accept/reject/split any or all Tender in part or full without assigning any reason.

**For BRAITHWAITE & CO. LIMITED**

**PART-I : Credential Bid & EMD:**

- i. Credential of the bidder should include all papers related to credential (i) proof of past performance with other PSUs/Other Govt. Organizations (ii) audited balance sheet for last three years etc. (iii) Proof of PF & ESI registration.
- ii. **Earnest Money Deposit (E.M.D.) : Rs. 10,000/-** (Rupees Ten Thousand Only)
- iii. Earnest Money Deposit of **Rs.10,000/-** is required to be submitted by Demand Draft/Pay Order/ Bid Bond in the form of Bank Guarantee as per our format in favour of **Braithwaite & Co. Limited**, payable at **Kolkata**, failing which Tender will not be considered. In case of bid bond, the validity period should initially be 90 days from the date of validity of your offer.
- iv. EMD/ Bid Bond will be forfeited or revoked if the tender is withdrawn and/or if the price is escalated later within the validity of the tender.
- v. EMD shall be returned to unsuccessful bidder only after finalization of the contract.

**PART- II : Techno- Commercial Bid.**

Techno-commercial part consisting of Technical specifications, terms & conditions for the job which shall be submitted in the following manner:

- a. No offer will be considered without EMD.
- b. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- c. Offer should remain valid for 90 days from the date of opening of this tender.
- d. Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- e. Security deposit will be returned only on completion of the job at BWT's full satisfaction in all respect.
- f. Bank Guarantee Format for EMD and Security Deposit is available from Purchase Department.
- g. Alteration, inclusion, deviation will not be allowed once the bid is submitted except Tender Evaluation Committee demand for further clarification (if any).

**PART- II : Price Bid.**

**Price bid containing prices with detail break-up of prices for each item.**

- 1.1 Price Bid part shall be opened only if part-I & part-II are qualified.
- 1.2 Payment will be made only in India Currency.
- 1.3 Price should be quoted break-up details for manpower, rates for individual job should be provided by the bidder (contractor), if required, by the purchaser.
- 1.4 Price quoted should remain firm upto end of the contract.

**SCOPE OF WORK:**

- a. Deployment of Armed Security Guard, Un-armed Security Guard & Supervisor for the taking up security arrangement at the Victoria & Clive Works. The task would involve:
- b. You will have to undertake, organise and carry out with full responsibility, the job of providing safety, security and implementation of same on Scientific Lines for security, protection of men, materials, documents, offices etc. against theft, pilferage, damage etc. round the clock i.e. throughout 24 hrs. of the day in shifting duties on regular basis as per the requirement of our security department .
- c. You will have to take proper safety precaution and arrange and provide for all the necessary safety appliances wherever and whenever necessary for such kind of job to his employees to ensure proper protection of his employees at the working site and conform to the rules and regulations of the company (BWT).
- d. Manpower allocation and the duty hours of the Armed Security Guard will be as per requirement of BWT's Security Department.
- e. Your security personnel's should be very vigilant and take all necessary measures to ensure that no unauthorised persons take entry through the main gate of factory premises.
- f. Your security personnel's should take measures at all time during their duty hours to ensure environmental peace and harmony in and around factory premises.
- g. You will be fully responsible for foolproof security and protection of persons inside and surrounding works premises, main gate and protection of company's property, materials, various documents etc. against theft, pilferage damage etc.

**RESPONSIBILITY:**

1. Your deployment of personnels, Security Guards/Supervisor should be either Ex-Servicemen from Army, Navy, Air Force or from BSF, CRPF, CISF etc. No ordinary civilian should be engaged for the purpose.
2. In case of sudden illness or absence of any of your employees, you shall have to make an immediate alternative arrangement for replacement so that the related duty is performed.
3. You shall provide each employees with an Identity Card with photograph.
4. Temporary accommodation if available may be provided at Factory premises for smooth functioning of work in shifts. Fooding arrangements to be made by you.
5. Uniform and other necessary requirements viz., torch, gun, boot, gun and other equipment's to your employees to be provided by you.
6. You shall as far as possible try to ensure that Security Personnel provided by him are not involved in any Trade Union activities, especially these which may affect security functions.
7. You shall not substitute any one of his personnel with another without the approval of the Competent Authority of BWT.
8. You may 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.
9. You shall supervise the guards adequately so that performance and turnout are such that the purpose of the contract is duly achieved.
10. You shall visit the contractual area/premises periodically and not less than once a fortnight and meet BWT's Dy. Manager (Personnel) – PKM whenever specially called by the letter and carry out the tasks assigned efficiently and diligently and to the satisfaction of the company.
11. You shall preserve all records maintained for the company and hand them over to BWT's Dy. Manager (Personnel) – PKM from time to time and positively at the end of contract period.
12. You will be responsible for payment of wages including allowance, bonus, gratuity etc. to his employees as may be applicable and payable under various laws and rules.
13. You shall maintain proper records and register and required to be maintained by them in accordance with statutory provisions of various relevant acts and rules framed thereunder.

14. You shall maintain an Attendance Register and Master Roll of payments for their employees which the assigned officials of a BWT shall be entitled to inspect.
15. You shall take steps to obtain requisite license under the contract labour (Regulation & Abolition) Act/Rules for the contract and shall comply with all statutory obligation under the applicable labours laws and other relevant provisions of law for deployment of security guards for the above contract.
16. You shall indemnify the company against all claims and losses arising as a liability under the E. S. I. Act, contract labour (Regulation and Abolition) Act, Employees Provident Fund Act, Workmen's Compensation Act, Industrial Disputes Acts, Minimum Wages Act etc. or any civil or criminal law in force, so far as they relate to guards employed by the contractor for the contract.
17. You shall take appropriate Insurance cover from Govt. Insurance Company under the Workmen's Compensation Act for the requisite amount in respect of Guard. Insurance coverage shall be obtained by the contractor at his cost within a fortnight of the commencement of the contract and copy of such sent to the company immediately.
18. The liability of any compensation for injury to security personnel or others arising as a result of duties by security staff shall be that of contractor.
19. You should have PF Registration. If the employees engaged by the contractor are exempted from PF, current exemption certificate to be submitted to Accounts Dept.
20. You shall also be responsible to make good of the losses, damages of BWT's properties/Materials/ Persons due to lapses of his Guards and the same will be recovered from his accounts.
21. The company (BWT) may call for proof of fitness, including police verification from the contractor in respect of any security guard and if necessary order the contractor to get any guard medically checked by an authorised Doctor at the contractor's expense and withdraw him from duty, if not found fit.
22. The company (BWT) may, with the written consent of the contractor extend the period of this contract under the same terms & conditions, However, extension (beyond the initial period of the contract) shall not be for more than one year at time, if at all.
23. **DEPLOYMENT OF SECURITY PERSONEL (ESTIMATED MINIMUM HEADS):**
  - 1.1 For Clive Works :**
    - a) Security Guard (Without Gun) – 15 Nos.
    - b) Security Guard (Gunman) – 07 Nos.
  - 1.2 For Victoria Works :**
    - a) Security Guard (Without Gun) – 11 Nos.
    - b) Security Guard (Gunman) – 01 No.
    - c) Supervisor – 01 No.

Rate to be quoted separately for Clive Work & Victoria Work showing the break-up price.

**TERMS & CONDITIONS:**

1. Tender will be considered as cancelled if the documents as required for Part-I., Part-II & Part - III are not placed in respective envelope.
2. The tender is not transferable.
3. Braithwaite reserve the right to accept or reject any quotation without assigning any reason, whatsoever and without incurring any liabilities to the affected bidder.
4. **Splitting of Tender:** We reserve the right to split up the tendered 'Job' & 'Quantity' within more than one bidder without assigning any reason.

5. **Risk Purchase & Termination Clause:**

In the event of failure on the part of the Contractor to supply within the reasonable period of time as decided by the purchaser, the purchases reserves the right to get the job done by other Agency /Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Contractor.

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.

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.

6. **Liquidated Damages :**

In the event of failure on the part of the contractor to complete the job within the reasonable period of time as decided by the purchaser, the purchases reserves the right to get the job done by other agency/agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.

7. **Arbitration:** Any dispute and difference, whatsoever arising between the Contractor out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Contractor.
8. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
9. The contractor (s) must comply with the applicable Laws.
10. An unconditional acceptance of the tender should be given along with the offer.

11. **Payment Terms:** Payment will be made within 30 days on submission of your monthly bill duly certified by Competent Authority.
12. **Price:** The price shall remain firm and valid for the contract period.
13. **Security Deposit:** You have to furnish a @ 10% of ordered value in the form of Bank Guarantee from an Indian Nationalised Bank payable at Kolkata within 10 days of receipt of purchase order which will be valid till completion of order. However, the Security Deposit may be considered as reference B.G. subject an intimation from your end otherwise separate B.G. for the same to be submitted. (Format of B.G. is enclosed)
14. **Penalty:** If the contractor fails in the due performance of the contract/fulfill his obligation as agreed penalty shall be imposed as per discretion of BWT.
15. **Submission of Bills:**  
Monthly wage bills to be submitted on monthly basis after the end of month. The bills to be approved/certified by the authorized representative of BWT of the concerned dept. Prior to submission.

The following documents to be submitted by the contractor to Account department along with the bills.

- a. The attendance record of the engaged persons duly certified by Dy. M (P&A) in case of Clive Works & Unit Head in case of VW.
- b. Wage payment vouchers to the your employees.
- c. ESI & P.F contribution deposit challan/receipt.

**Responsibilities of Contractor under the Contract Labour (R & A) Act & Central Rules there under.**

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1. It applies to every Contractor.
2. 'Appropriate Government' in respect of our establishment is the Central Government i.e. Office of the Regional Labour Commissioner (Central) at Nizam Palace, Kolkata.
3. A Contractor, who engages twenty or more workmen as aforesaid is to obtain License under the said Act for which he may consult Personnel Department.
4. A Contractor is responsible for payment of wages to his Contract Labour which shall be paid in due time. Payment should be made in presence of the representatives of the principal Employer i. e. the Company.
5. The Contractor should issue Notice of Payment, register of Wages, Muster Roll, etc. in prescribed format.
6. The Contractor is responsible for payment of final settlement to his Contract Labourer in the event of Termination/Retrenchment.
7. The Contractor shall pay at least minimum wages for different categories as prescribed by the Government from time to time.
8. Every Contractor shall maintain the Register of persons employed in Form XIII. The Contractor shall issue an Employment Card in Form XIV, duly filled in. On termination of Employment at any reasons whatsoever the contractor shall issue to the Workman, whose service has been terminated the service Certificate in Form XV.
9. Every Contractor shall maintain Muster Roll in Form XVI and a Register of Wages in form of XVIII, Register of Overtime in Form XXIII and Register of Deductions in Form XX and Form XXI and Register of Advance in Form XXII.  
  
All those registers must be available at sites and subject to inspection at any time by the Company as well as Government Authorities.
10. The Contractor shall issue wage slip in Form XIX and issue Notices of Payment, prior to every disbursement.
11. The Contractor shall issue Notices, showing the rates, of wages, hours of work, wage period, date of payment of wages, name, designation and address of the inspector having jurisdiction, date of payment unpaid wages. He should forward a copy to the Inspector under the Act as well as to the Company. He should also furnish other Statutory Notices.