



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

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TENDER NO. BCL / PUR / Security / CW, VW & AW / 2010 dated 17.06.2010

TENDER SUBMISSION DUE ON 16.07.2010 UP TO 15:00 HOURS

OPENING OF PART-I OFFERS ON 16.07.2010 AT 15:30 HOURS

TENDER BOX NO. 1

SEALED QUOTATIONS ARE INVITED FROM RESOURCEFUL / EXPERIENCED VENDORS FOR SECURITY SERVICE IN THREE WORKSHOPS (CW, VW & AW) INCLUDING MARKETING & PROJECT DIVISION OF BCL.

BIDDERS WHO ARE INTERESTED TO PARTICIPATE WITH THE TENDER MAY DOWNLOAD THE TENDER DOCUMENT FROM OUR WEBSITE www.braithwaiteindia.com or MAY PURCHASE THE TENDER DOCUMENT FROM THE OFFICE OF DGM (PURCHASE), BRAITHWAITE & CO. LIMITED, 5, HIDE ROAD, KOLKATA – 700 043 BY PAYING Rs.500/- (NON-REFUNDABLE) EITHER IN THE FORM OF DD / PAY ORDER OR IN CASH.

SUPPLY OF SECURITY GUARDS (ARMED / UNARMED) AND SECURITY SUPERVISOR REQUIRED FOR CLIVE WORKS / ANGUS WORKS / VICOTIRA WORKS AND MARKETING & PROJECT DIVISION ARE AS FOLLOWS:

SL. NO.	CATEGORY OF GUARDS	FOR CW	FOR AW	FOR VW	FOR M&P DIVISION	TOTAL REQUIRED (NOS)
01	ARMED GUARDS	07	08	01	--	16
02	UNARMED GUARDS	15	29	12	03	59
03	SECURITY SUPERVISOR	02	07	01	--	10

BIDDERS SHOULD ADHERE THE MINIMUM WAGES AS PER MINIMUM WAGES RULES.

ELIGIBILITY CRITERIA:

The tenderer shall submit the following documents along with Techno-Commercial Bid:

- 1) The bidder should have average turnover of Rs.15 lacs during last three years ending on 31.03.2010 and also should have earned net profit in any of the last three years. Also the bidder should submit a copy of audited balance sheets & profit & loss accounts for the years 2006-07, 2007-08 & 2008-09 and un-audited balance sheet for the year 2009-10.
- 2) Experience of having successfully executed / executing similar works (defined below) during last seven years ending 31.03.2010 fulfilling any of the following criteria:

(a) Three similar executed / executing works each costing not less than 20 lakhs.

OR

b) Two similar executed / executing works each costing not less than 25 lakhs.

OR

c) One similar executed / executing work costing not less than 40 lakhs

The term similar works means works of following nature:

- a) Security related jobs in Government / PSU / Private Industrial establishment / factories / residential townships.
- 2) The bidder should have experience in engagement of Security Personnel in reputed Private / Public Sector organization and are in the business of Security Services for at least last 5 (five) years.
- 3) The bidders who are having valid LICENSE for engagement in the business of Private Security Agency issued by Government of West Bengal which should covers Kolkata Region and Hooghly District respectively.
- 4) Valid Certificate from PF and ESIC authority indicating respective code numbers. Bidder should also have Service Tax Registration. Copies of the same are to be enclosed with the Techno-Commercial Bid (Part-I).
- 5) To submit a copy of work order / purchase order that the tenderer has successfully executed security contracts in a reputed Government / Private Industrial Establishment / Factories / Residential townships:

DETAILED SCOPE OF WORK FOR CLIVE WORKS, ANGUS WORKS, VICTORIA WORKS AND MARKETING & PROJECT DIVISION AS FOLLOWS:

- 1) Deployment of Armed Guards / Unarmed Guards & Security Supervisors at the Factory premises of Clive Works, Victoria Works, Angus Works and Marketing & Project Division.
- 2) The party will have to undertake, organize and carry out with full responsibility, the job of providing full safety, security and traffic regulation and implementation of same on security, protection of men, materials, documents, premises and buildings. Gunmen will be placed in different points in `B' and `C' shifts on regular basis as per the requirement of our Security Department.
- 3) The party will be fully responsible for full-proof 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.
- 4) Security personnel deployed for the job should be very vigilant and take all necessary measures to ensure that no unauthorized persons take entry to the factory premises.
- 5) Security personnel should also take measures at all time during their duty hours to ensure environmental peace and harmony in and around factory premises.

- 6) Manpower allocation and duty hours of the Armed Guards will be as per the requirement of BCL Security Department.

RESPONSIBILITY:

- 1) Deployment of personnel, Security Guards / Supervisors should either Ex-Servicemen from Army / Navy / Air Force or from BSF / CRPF / CISF or the persons who have got adequate experience of Security Department in PSU units.
- 2) 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.
- 3) The party shall provide each employee with an Identity Card with Photograph.
- 4) It is the prime duty of the contractor to provide Lodging & Boarding facility to their employees at their own. However, in case of accommodation seeking for their employees in BCL's vacant quarters, charges towards rent and electricity will be deducted from contractor's monthly bill subject to availability of quarters. For fixation of rental as well as electricity charges is at the discretion of BCL authority.
- 5) Uniform and other necessary requirements viz., Torch, Gum Boot, Gun and other equipments shall be provided by the party for security guards deployed for the job.
- 6) As far as possible, the party shall try to ensure that security personnel engaged for the job in Company, should not be involved in any Trade Union activities especially those which may affect security functions.
- 7) Security Personnel provided to the Company shall of the employees of the party for all purpose as well as for the purpose of this contract.
- 8) The party shall ensure the Security Staff / Gunmen must attend duties in Uniform.
- 9) In order to ensure the Armed Security Guards be able to discharge their duties, the party should provide all necessary facilities / arrangements including stationery etc., at your cost.
- 10) The party shall supervise Armed Security Guards adequately and ensure that performance and turn out are such that the purpose of the contract is duly achieved.
- 11) The party shall visit the contractual areas / premises periodically not less than once in a week and meet Security In-charges of CW / AW /VW & Marketing and Project Divisions. Whenever you are specially called and asked to carry out the tasks assigned, you must perform it efficiently and diligently to the satisfaction of the Company.
- 12) The party shall preserve all records maintained for the company and hand over them to the Security-in-Charge from time to time and positively at the end of the contract period.
- 13) The party shall maintain proper records and registers with regard to statutory provisions of various relevant Acts & Rules frames there under.

- 14) Party shall maintain Attendance Register and Master Roll of their employees.
- 15) The party should take necessary steps to obtain requisite License under the Contract Labour (Regulation & Abolition) Act / Rules for the contract and shall comply with all statutory obligations under the applicable Labour Laws & other relevant provisions of Law for deployment of Armed Security Guards for the above contract.
- 16) The party shall indemnify the Company against all claims and losses arising as a liability under the various relevant Acts & Rules or any Civil or Criminal Law for the time being enforced related to Guards / Supervisors employed by you for the contract. You shall also responsible to make goods of the losses if any incurred by the Company due to the negligent performance of your Guards / Supervisors.
- 17) The party should take appropriate Insurance coverage 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 the party at their cost within 15 days of the commencement of the contract and a copy of the same to be forwarded to the company immediately.
- 18) The liability of any compensation for injury to security personnel or others arising as a result of duties to your security staff, shall be that of your liability.
- 19) ESI registration to be made and shall be required to take all responsibility of your personnel in respect of ESI, PF, Bonus etc. Copies of such registration certificates shall be furnished to BCL. Bidders also submit valid PAN Number along with other statutory documents.
- 20) Proper safety precautions for your safety appliances should be taken by the party whenever necessary. After duty hours, keeping of your Fire Arms, Cartridges, Guns etc., will be at Party's risk and responsibility.
- 21) The party must posses the License under the Contract Labour Laws / Regulations Act, 1970 and amendment thereof. You shall also abide by all labour laws, rules and regulations of Government of West Bengal / Central Government.

GENERAL INFORMATION:

1. The quotation shall consist of two parts
 - (i) Techno-Commercial Bid & EMD (PART-I)
 - (ii) Price Bid (PART-II)
2. Quotation shall be inserted in separate envelopes. These two envelopes shall be put into third envelope super scribing our tender number, date, due date and box no., by mentioning Part No. of bid etc.
3. Sealed quotations shall be sent to DGM (Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata- 700 043 or may be dropped directly in our Tender Box No. 5 at Clive Works.

4. Bidders are requested to be present at the time of opening of tender (Part-I) and Part-II. However, qualified / successful bidders will be informed in due course at the time of opening Price Bid (Part-II).
5. Lowest Bid shall be evaluated on the basis of L1 rate per month per head basis (category-wise) inclusive of taxes & duties received.
6. BCL reserves the right to place separate orders for CW / AW / VW units including Marketing & Project Division.

OTHER TERMS & CONDITIONS:

- 1) All papers related to credentiality i.e. proof of past performance with respective customers (preferably Government Customer) and adherence to delivery schedule with audited balance sheet for the last three years ending 31.03.2010 are required to be submitted.
- 2) The purchaser reserves the right to increase or decrease the ordered quantity during the currency of contract by not more than 30 % of the ordered quantity on the same price and terms and conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by the Company.
- 3) BCL reserves the right to place repeat order(s) up to 75 % maximum of the ordered quantity / period at the same rate, terms & condition.
- 4) BCL reserve the right to terminate the contract(s) / order(s) by giving 7 (Seven) days notice at any point of time without assigning any reason.
- 5) BCL reserve the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.
- 6) BCL also reserves the right to cancel / discharge the tender at any point of time without assigning any reason.
- 7) Earnest Money Deposit for this tender is Rs. 50,000/- (Rupees fifty thousand only).
- 8) The units registered with DGS & D, SSI units registered with NSIC and PSU units vendors may be exempted from submission of EMD.
- 9) Earnest Money is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.
- 10) Earnest Money lodged by unsuccessful bidder shall be refunded to them immediately after finalization of a tender. In case of the successful tenderer, the same shall be retained by the company till completion of supply / service or if so decided by the tenderer adjusted against Security deposit for the said or any other tender as the case may be.

11) Security Deposit:

For due fulfillment of contractual obligations, the successful bidder shall furnish security deposit within 15 days of receipt of purchase order in the form of Bank Guarantee (as per format provided by BCL) / Demand Draft / Pay Order, valid till completion of warranty / guarantee period. The amount of Security Deposit will be 10 % of contract value.

12) Purchaser as compensation for any loss resulting from the supplier's / contractor's failure to complete its obligations under the contract.

13) Security Deposit will be discharged and returned to the supplier / contractor on completion of supplier's / contractor's obligations under the contract including any warranty obligation or specified in the contract.

14) As and when an amendment is issued to the contract, the supplier / contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.

15) Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier / contractor on their request. However, 50 % of the total amount of security is to be deposited by the successful bidder on receipt of purchase order. Balance 50 % may be recovered from running bill.

16) Security Deposit may be waived for SSI, NSIC REGISTERED / PSU / DGS & D.

17) The contractor shall have to submit Performance Bank Guarantee for 10 % of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee is mandatory irrespective of non-submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to fulfillment of contractual obligation period. The security deposit, if submitted, may be converted to Performance Guarantee.

18) Offer (including all duties) should remain valid for 120 days from the date of opening the tender.

19) Price quoted or ordered rate(s) should remain firm up to end of the contract and also up to subsequent delivery date extension for a reasonable period.

20) Liquidated Damages:

In the event of failure on the part of the supplier to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week or part thereof by way of LD subject to a maximum of 10 % of the ordered value.

21) Risk Purchase:

In the event of failure on the part of the supplier to supply within the reasonable period of time as decided by the purchaser. The purchaser reserves the right to procure the materials from other agency / agencies at your risk and cost on 'Risk Purchase' basis and shall recover the extra cost thereof if incurred on the supplier.

22) Arbitration:

All questions, disputes or difference whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator who shall be the Managing Director shall have the right and authority to appoint any office of the Company not below the rank of a General Manager who is not directly connected with the purchase order.

- 23) Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.
- 24) BCL reserves the right to distribute the tender / order quantity to other bidder(s) in the event of poor performance to execute the awarded order.
- 25) Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in proper / respective envelope.
- 26) An unconditional acceptance of all notes, terms & conditions of the tender, must be given along with the offer in Techno-Commercial Bid (Part-I)

TECHNO-COMMERCIAL BID

- 1) No offer will be considered without requisite EMD.
- 2) Bidder must declare clearly without any condition that they shall provide full services towards the job that they had quoted for if they are awarded any order.
- 3) The entire job to be executed under the supervision / instruction of In-Charge (Administration) or his nominated authorized representative of respective units.
- 4) Payment Terms- 100 % within 30 days of submission of your bill duly certified by the Operating Authority of respective Unit.
- 5) The price must indicate taxes & duties otherwise it will be assumed that the rate(s) is / are inclusive of all taxes & duties.
- 6) Certifying authority: In-charge of Security & Administration of respective units. However, for Project & Marketing Division, In-charge of Project & Commercial or his authorized representative will be the certifying authority.
- 7) Bidders are requested to submit their price in a separate envelope as per the Price Bid Format given in a separate sheet.

PRICE BID:

- 1) Price bid should be submitted in the following format:

Sl. No.	Description of Job	Period of Contract	Unit Rate Per Head Per Month (Rs.) (In words)	Unit Rate Per Head Per Month (Rs.) (In figures)
01	Supply of Armed Security Guards at Clive Works, Angus Works and Victoria Works.	12 months		
02	Supply of Un-Armed Security Guards at Clive Works, Angus Works, Victoria Works and Marketing & Project Division.	12 months		
03	Supply of Security Supervisors at Clive Works, Angus Works and Victoria Works.	12 months		
04	Taxes extra (if any)			
05	Total Unit Rate Per Head / Month			

- 2) This part must be free from any condition.
 3) No correction, over-writing etc., is allowed for consideration.
 4) Rate(s) should be quoted both in words & figures.

NOTE:

The rates to be quoted shall consider the scope of work and all terms & conditions of the tender.

For Braithwaite & Co. Limited