

**BRAITHWAITE & CO. LIMITED**

(A Govt. of India Undertaking)

ANGUS WORKS

P. O. ANGUS – 712221, DIST. HOOGHLY (W.B.)

TEL : 633-6204 to 6208/6376/6378/5463 FAX : +91 33 633-6377 EMAIL : [braith.company@gems.vsnl.in](mailto:braith.company@gems.vsnl.in)

Ref : PUR/NN/SP-55 &amp; 56/10/67

**ENQUIRY**

8 March 2010

**Due on : 15.03.10**

To

M/s. ....

Dear Sirs,

Please quote your prices for the following articles in two bids – **Techno-Commercial Bid and Price Bid**. Your quotation should reach us latest by 15:00 hours on 15.03.10 and must remain open for our acceptance for **90 days** from due date of submission of offer. This enquiry (Indent No : SP-55 & 56 both dtd. 04.03.10 is subject to the following terms and conditions append below which must be read carefully before submitting your offer. **PLEASE SUBMIT YOUR OFFER IN SEALED ENVELOPE.**

- i) Delivery required – As per our requirement ii) EMD - Rs.25,000/- in the form of DD/BG/Pay Order.  
iii) Inspection by - Braithwaite iv) VAT - Not applicable.  
v) Security Deposit - 5% of order value in the form of DD/BG/Pay Order.

Sl. No.	Description of items	Required Quantity
1.	Engagement of Security Personnel in the Factory Premises of Angus Works for one year.	Security Guard (Unarmed) – 14 nos. Security Guard (Armed) – 5 nos. Supervisor – 4 nos.
2.	Annual Job contract for providing Security Services in Residential Colony and erstwhile Golf Ground area at Angus Works.	Security Guard (Unarmed) – 15 nos. Security Guard (Armed) – 3 nos. Supervisor – 3 nos.

**Notes :**

- (1) Payment – Within 30 days. (2) Contract will be valid for one year (3) Contract is no work no pay basis. (4) All safety measure to be taken to avoid loss of life and property. (5) All statutory obligations of your employees will be borne by you. Minimum wage Act to be followed. (6) Rate to be quoted per head per month basis. (7) Please quote your price both in words and figures. (8) Enquiry number should be clearly written on the top of sealed envelope. (9) The contract period may be extended / shortened as per discretion of Braithwaite. (10) The order may be distributed to more than one vendor as per discretion of Braithwaite. (11) Offers will be opened on 16.03.10 at 2:00 PM at our Purchase Office. You may present during opening. (12) Overwriting in Price Figures of the quotation will be rejected. (13) Having Security License for West Bengal is compulsory.

*Yours faithfully,*  
BRAITHWAITE & CO. LIMITED

**Scope of Work :**

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

- a) Engagement of Security Personnel in the Factory Premises of Angus Works for one year.
  - i) Security Guard (Unarmed) - 14 nos.
  - ii) Security Guard (Armed) - 5 nos.
  - iii) Supervisor - 4 no.
- b) Annual Job contract for providing Security Services in Residential Colony and erstwhile Golf Ground area at Angus Works.
  - i) Security Guard (Unarmed) - 15 nos.
  - ii) Security Guard (Armed) - 3 nos.
  - iii) Supervisor - 3 nos.

A. For Factory Premises : -

**Scope of Work :**

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.
4. You will not substitute any one of his personnel with another without the approval of the competent authority of BWT.
5. 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.
6. You shall ensure that Security Guard/Supervisor are employed on 8 hrs. shift duties per day round the clock 7 days of the week.
7. 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.
8. 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.
9. 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.

Contd. P/2

**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 may 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.

Contd. P/3

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 accoutrements 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.

**B. For Residential Colony :**

**SCOPE OF WORK :**

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.

Contd. P/4

2. The coverage area shown in the site map no. ADM/004/00 dated 02.05.1997 which is available with our Manager (Personnel). 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
3. You will not substitute any one of his personnel with another without the approval of the competent authority of BWT.
4. 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.
5. You shall ensure that Security Guard/Supervisor are employed on 8 hrs. shift duties per day round the clock 7 days of the week.
6. 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.
7. 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.
8. 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 may affect security functions.

Contd. P/5

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 possess 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 accoutrements 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 losses, damages of BWT's properties/ materials/persons due to lapses of his Guards/Supervisor and the same will be recovered from his Account.

### **TERMS & CONDITIONS**

1. Payment Terms : 30 days credit on submission of bill duly certified by In-Charge of Personnel Department.
2. Price : The price shall remain firm and valid for at least one year from the date of issuance of the Purchase Order.
3. All statutory obligations of your employees to be borne by you.
4. All safety measures of your employees to be borne by you.
5. You should have registered under ESI & PF.
6. Security Deposit : You 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. The contract will be valid for one year.
9. 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 fit.

Contd. P/7

10. You shall not substitute any Security Guard/Supervisor with another without any prior approval of the Company.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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**