



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,

TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX :91 (033)2439 7632 / 2439 5607

E MAIL: braithwaite\_co@yahoo.com, Website: braithwaiteindia.com

**CIN: U74210WB1976GOI030798**

OPEN TENDER NO: BCL/SECURITY /CW, VW & AW/2018

January 11, 2018

**“SEALED TENDERS ARE INVITED IN TWO BID SYSTEMS FROM REPUTED AND EXPERIENCED CONTRACTOR / AGENCIES FOR EXECUTION OF SECURITY SERVICES JOBS AT BCL’S THREE UNITS (CLIVE, VICTORIA & ANGUS WORKS) AS PER TENDER CONDITIONS.”**

**A. Sale of Tender Document, Closing of Tender Box & Opening of Tender:**

- Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 11.01.2018 against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of ‘Braithwaite & Co. Ltd.’ and payable at Kolkata. However, for bidders registered with NSIC and MSME units & RDSO approved vendors for tendered job / items are exempted from submission of cost of Tender Documents.

Bidders who are interested to participate in the tender may also download the tender document from our Website ‘www.braithwaiteindia.com’, for which they have to submit cost of the tender document of Rs.1000/- (Non- refundable) through Pay Order / DD along with techno-commercial offer (Part-I). No offer shall be accepted after closing of tender box at specified date & time. Tenders found without tender fee shall also be rejected.

- Closing of Tender Box (Due date): 20.01.2018 at 2.30 P.M.
- Opening of Part-I Bids: Techno-commercial Bids (i.e. Part-I Bids) shall be opened on 20.01.2018 at 3.00 P.M.

**B.** The interested agencies are required to submit the offer in two bid systems i.e. Techno-commercial Bid & EMD (Part-I) and Financial Bids (Part-II) separately. The bids in **Sealed Cover-I** containing “Techno-commercial Bid & EMD” and another **Sealed Cover-II** containing “Financial Bid” should further be placed in **a third sealed cover** super scribed “**Tender for Security Services JOB at CW, VW & AW, Tender No. & Date**”.

Sealed Tender, addressed to General Manager (Coordination), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata-700 043.

The bidders may send their offer either through speed post or courier or alternatively they may also drop their bid document in the **Tender Box No. 1** (kept at main entrance of the office) within the due date. The Techno-commercial Bid & EMD (Part-I) shall be opened on the 20.01.2018 at 3.00 P.M at purchase department.

During opening of Techno-commercial Bid & EMD (Part-I), the bidders may depute their authorized representative to be present as witness. Price Bids (Part-II) shall be opened at a different date for which separate intimation will be sent to techno-commercially acceptable bidders. Such bidders may be present during opening of price bids.

FOR BRAITHWAITE & CO. LIMITED

**C. QUALIFYING CRITERIA:**

The tenderer should meet the following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

Financial Eligibility:

The bidder should have average annual turnover of Rs.61.20 lakh during last three years ending on 31.03.2017 and also should have earned net profit in any of the last three years. The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.17. The bidder should also have positive net worth as on 31.03.2017.

Technical Eligibility:

(I) Experience of having successfully executed similar works (defined below) during last (7) seven Years ending 31.12.2017 fulfilling any of the following criteria.

a. Three similar executed works each deploying not less than 42 nos. security personnel.

**OR**

b. Two similar executed works each deploying not less than 52 nos. security personnel.

**OR**

c. One similar executed work deploying not less than 83 nos. security personnel.

The term “**similar works**” means works of following nature:

- Security service jobs in Factories / Workshops / Industrial establishments / Govt. Industrial Organization / PSU Industries.

(II) The Tenderer should have minimum two years’ experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least two clients **as per format** given below:.

Sr. No.	Name and address of client.	Contract including details total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From _____ to _____)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

(III) In case bidder has already worked in any unit of Braithwaite & Co. Ltd. for similar / SECURITY SERVICES job during last ONE OR MORE years, the bidder should enclose copy of relevant documents along with Performance Certificate issued by In-charge of the concerned works evidencing satisfactory execution of the awarded job.

**D. SITE VISIT:**

Before quoting, bidder must visit all the units of BCL and contact Personnel & Administration Department of respective units for any query relating to jobs to be performed, payment of wages / other allowance of security personnel, duty etc. Bidder should ensure / understand the nature of jobs to be performed by the security to be engaged by him. Accordingly, the bidder **must give a declaration separately** in the Techno-commercial bid that he has understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly.

**E. MAN POWER REQUIREMENT:**

Deployment of Security Guard, Security Supervisor & Armed Security Guard (Gun-man) for security services job at BCL's Clive, Victoria & Angus Works. Tentative requirement of Security Guards, Security Supervisor, Gun man & respective man-days required for Clive Works, Angus Works & Victoria Works are as follows:

Sl. No.	Description of manpower and accessories required for Security Services job:	Clive Works (Heads)	Victoria Works (Heads)	Angus Works (Heads)
1	<b>Security Guard</b> in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for round the clock Security Services job at three units of BCL. <b>(UN-SKILLED CATEGORY)</b>	20	12	38
2	<b>Supervisor</b> in Uniform with I-Cards and name plates for providing round the clock Security Services at three units of BCL. <b>(SKILLED CATEGORY)</b>	05	01	08
3	<b>Gun man</b> in Uniform with I-Cards and name plates for round the clock Security Services job at three units of BCL. <b>(SKILLED CATEGORY)</b>	10	01	08
Total per day manpower requirement at three units		35 heads	14 heads	54 heads
Total requirement of Man-days in a year		12775 man-days	5110 man-days	19710 man-days
Additional 200 man-days per month on emergency basis at outside of Clive Works premises.		2400 man-days	Nil	Nil
<b>Total requirement of man-days including additional duty for 1 year period at BCL</b>		<b>15175 man-days</b>	<b>5110 man-days</b>	<b>19710 man-days</b>

Besides the normal requirement, Clive Works requires additional 200 man-days per month on emergency / exigency basis, the contractor / agency will depute such security personnel as per requirement of Security Incharge of CW.

The additional security deployment in CW is generally required during rolling out of newly built wagons OR repairing wagon from our premises and handing over to KoPT authorities.

**The payment of such additional requirement shall be extra in accordance with pro-rata hourly rate basis (i.e. Rate per day / 8 hours) in respect of category-wise deployment based on certification of the bills by Works Manager (I/C)–CW&VW.**

-----

## **SCOPE OF WORK OF THE SECURITY AGENCY**

The contractor / Agency shall have to provide round-the-clock security services for 365 days in a year at Clive Works, Victoria Works & Angus Works of BCL as mentioned in this tender document.

The contractor / agency shall ensure, organize and carry out with full responsibility, the job of providing full-proof safety, security & traffic regulation and protection of the personnel & property, materials, documents inside and surrounding each of the work premises, prevent theft, pilferage, damage & trespass with / without arms, perform watch including night patrol on the various points and to prevent the unauthorized persons and vehicle inside the campuses. In case of any incident such as theft, robbery, fight, accident, fire inside Campus, pilferages, loss or other offences, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc.

### **DETAILS DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:**

1. The Security Agency will be responsible for overall security arrangements of the premises entrusted / covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes.
4. Deployment of Guards, Security Supervisors & Gunman at the Factory premises of CW, VW & AW will be as per the instructions of the authorities of Security Department from time to time and the security agency will be responsible for their optimum utilization.
5. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders.
6. The Security Guards, Supervisors & Gunman should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
8. The Security Supervisor/Guards / Gunman are required to display mature behavior. The Security Guards shall also assist the visitors in reaching their desired locations / department or meet to the desired officer.
9. Any other duties/responsibilities assigned by the Security Departments, the same shall also be binding on the contractor agency.
10. To ensure that doors/windows, electric bulbs, fans, ACs, water taps etc. are not left open after the working hours on working days as well as on off days, as the case may be. Also to ensure that all outdoor lights are switched on in the evening and switch off on sunrise.
11. Arrangement regarding maintenance and record of inward and outward movement of men and material and having proper check on the same as per the instructions given by the BCL from time to time.
12. Checking of all incoming/outgoing vehicles thoroughly to check and track movement of unauthorized items inside and outside premises.
13. Ensure the entrance of only authorized persons (BCL employees and others personnel-engaged for providing services). Visitors may enter only through visitor slip as per approved procedure with proper entry at the gate and to meet concerned officials only. It should also be ensured that this duty is discharged sincerely with firm but decent behavior.
14. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert to ensure that no un-authorized persons take entry to factory premises.
15. Manpower allocation and duty hours of the Security guards / Supervisor / Gunman will be as per the requirement of BCL Security Department. However, to ensure that no post is without any guard during the period of change of shift of the security personnel. The guards shall leave their duty posts only after the reliever takes charge of the post.
16. The security personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.
17. The security personnel deployed shall be smartly dressed in Agency's proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
18. In the event of security personnel being on leave / absent, the contractor shall ensure suitable alternative arrangement to make up for such absence.

19. The Supervisor should be Ex-serviceman from Army / Navy / Air Force or from BSF / CRPF / CISF or properly trained / adequate experience in Security related work including fire fighting. They should be trained to operate various fire controlled equipments installed at BCL.
20. The contractor / AGENCY shall bear all expenses regarding **uniforms, Identity card and other necessary requirements viz, Hand held torch, Gun for Gun-man, Gum Boot, Rain coats, Umbrella, Woolen jacket (for winter season), Battens or Rules, Whistles, Shirt & Trousers, Cap Shoes, Belt, Name Tag etc.** to security personnel engaged by him and abide by the provisions of **various labour legislation rule.** **Washing** facility also to be provided by the party.

**Note:** No extra payment shall be paid to the contractor towards providing above equipment / items as mentioned in Sl. No. 19. He has to manage above items / equipments within the quoted Service Charges.

21. If the contractor wishes to replace any of the personnel, the same shall be done after consultation/approval of with the Security Deptt.. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the BCL along with testimonials before they are actually deployed for the job. The same terms and conditions shall also be applicable to the substitute worker.
22. In case of any loss that might be caused to the BCL due to lapse on the part of the Security personnel discharging security responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the BCL shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the BCL.
23. The liability of any compensation for injury to Security personnel or others arising as a result of duties to contractor's security staff shall be that contractor's liability. Further, in case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
24. Proper safety precautions for contractor's safety appliances should be taken by the contractor whenever necessary. After duty hours, keeping of contractor's Fire Arms, Cartridges, Guns, other instruments etc. will be at contractor's risk and responsibility.
25. The contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact security incharge. of BCL OR visit the contractual areas / premises periodically once in a week to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issue.
26. The Security personnel engaged for the job in Company, should not be involved in any Trade Union activities especially those which may affect security functions.
27. Adequate supervision will be provided to ensure correct & effective performance of the security services. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
28. In case of absence of any guards, the contractor shall have to take immediate alternative arrangement, so that the related duty is performed.
29. The contractor shall arrange to maintain Attendance Register and Muster Roll, the **daily shift-wise attendance record** of the security guards deployed by him **showing their arrival and departure time.** The attendance record shall be produced for verification on demand by the Security Incharge at any other point of time and positively at the end of the contract period. The contractor shall also maintain proper records and registers with regard to statutory provisions of various relevant Acts & Rules framed from time to time as applicable for the job. Contractor shall maintain Attendance Register and Muster Roll of their employee.
30. If at any point of time security personnel are found lacking on performing duty (e.g. sleeping during duty hours, not present on duty place, non compliance the instructions of BCL verbally or in written etc), **a suitable penalty shall be imposed.**
31. The security persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools / equipment.

## **GENERAL TERMS & CONDITIONS OF CONTRACT**

- 1) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Bonus etc. as well as Minimum Wages as per West Bengal Government circulars issued from time to time.
- 2) The contractor at all times should indemnify contracting Authority (BCL) against all claims, damages or compensation under the various relevant Acts & Rules or any Civil Criminal Law or any modification thereof or any other law relating thereof and rules made hereunder from time to time related to Guards / Supervisors. BCL will not own any responsibility in this regard. Payment of minimum wages, notified by the W.B. Government, shall be ensured all the time.
- 3) The Security staff deployed through contractor in the BCL shall not claim any benefit, compensation, absorption or regularization of their services under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 4) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, BCL has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 5) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 6) **Payment Terms:**  
Payment will be made with 30 days credit after submission of the bill. Payment of the bill will be based on attendance sheet in respect of the persons deployed duly verified & certified by the concerned In-charge of security / Personnel deptt. for actual shifts manned/operated by the personnel supplied by the contractor.

The following provisions regarding GST shall be required for the subject job.

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
  - Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
  - BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
- 7) BCL shall not be responsible for providing residential accommodation to any of the employee of the contractor.
  - 8) Bidders are free to quote for the jobs only for Clive Works OR only for Victoria Works OR only for Angus Works OR for Clive, Victoria & Angus Works. Accordingly, BCL reserves the right to place separate orders for Clive Works, Victoria Works & Angus Works or all the three units of BCL in respect of L-1 bidder.
  - 9) **Period of Contract:**  
The Contract period of the jobs shall initially be valid for a period of one year EFFECTIVE FROM 01.02.2018 and may be extended for another one year on the same terms and conditions of the contract and at the same rates subject to satisfactory performance of the contractor as per discretion of BCL.
  - 10) The Contractor shall pay the wages to the security personnel on or before the 10<sup>th</sup> of every succeeding month through digital mode / cheque, irrespective of delay in payment of Bill by BCL for whatever reason. Wages payable shall not be less than the minimum wages as declared by the Government of state of West Bengal from time to time. At the time of submission of bill, contractor shall submit workers EPF number and proof of submission of EPF, ESI etc corresponding to the particular employee (s) as applicable every month, deployed by him at BCL. While depositing the applicable ESI and EPF amount in the account of respective employee, it shall be the sole responsibility of the contractor to comply with all the prescribed provisions of Labour Rules/Laws and Act. Further, the security agency shall specifically ensure compliance of various Labour Laws/Acts including /amendments/modifications, IF ANY. Failure to comply with any of the conditions mentioned above will be liable to penal action / termination as given in the tender.

11). **Security Deposit:**

For due fulfillment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser order in the form of Bank Guarantee (as per format provide by BCL)/ Demand Draft / Pay order, valid till successful completion of contract period. The amount of Security Deposit will be 5% of contract value.

- a. Security Deposit will be discharged and returned to the contractor on successful completion of contractual obligations including warranty, if any
- b. In case an amendment is issued to the contract, the 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.
- c. Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security is to be deposit by the successful bidder on receipt of Purchase order. Balance 50% may be received from running bill.
- d. Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders for the tendered job and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

12). **Performance Guarantee:**

The contractor shall have to submit Performance Bank Guarantee for 5% 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 upto the contract period. The Security deposit, if submitted, may be converted to performance Guarantee. In case of Security Deposit is submitted, no performance Guarantee is to be submitted. The performance bank guarantee shall be refund after completion of contractual obligation including warranty.

13). **Risk Purchase:**

In the event of failure on the part of the contractor to execute the job within the reasonable period as decided by the purchaser. BCL reserves the right to obtain services from other agency / agencies at risk & cost on 'Risk Purchase' basis and if, excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill etc.

14). **Arbitration:**

All question, disputes or difference whatsoever shall arise between the purchaser and the contractor 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 adjudicator of sole Arbitrator. MD/CMD - BCL shall have the right and authority to appoint any officer of the Company as arbitrator not below the rank of General Manager.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

18) **Bid Price:**

- (a) **Bidders should quote their RATE as per price bid format.**
- (b) Bidder shall quote their Service charge on **Lump-sum basis** as per price bid format. The offered Service charges shall remain constant and will not exceed incase amendment of price due to Minimum Wages revised during currency of the contract.
- (c) The remuneration for Security staff (skilled / Un-skilled) should not be less than prevailing labour rates as notified by W.B. Govt. as well as mentioned above. **If the bidder quotes wages (of the required manpower) less than the above mentioned rates, his/her bid shall be rejected summarily.**

- (d) At any point of time, during currency of contract, the remuneration paid to the Security staff shall not be less than the statutory notified labour rates as well as Minimum Wages circular by W.B. Govt. time to time. However, due to revision of Minimum Wages as notified by the W.B. Govt., time to time, the contract amount shall also be revised by BCL. For the purpose of contract price amendment due to revised of Minimum Wages, the contractor shall request in writing with necessary documentary evidence, failing which no claim in this regard shall be entertained by BCL.
- (c) **BCL shall reimburse the GST as extra, as applicable as per rule against documentary evidence. Hence, bidder quoted rates shall not include GST.**
- (d) **The reimbursement of Bonus for the contract period will be paid to the contractor by BCL considering the yearly bonus amount of Rs.7000/-.**

19) **Evaluation of Tenders:**

- (a) The Tender committee shall evaluate the Techno-commercial Bids with reference to technical requirements (as per qualifying criteria) and various other commercial criteria given in the Tender Document.
  - (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
  - (c) Lowest Bid shall be evaluated on the basis of Lowest Grand Total Amount Unit-wise received from a bidder.
- 20) The gun man must have valid armed license to carry on performing duty with arm and ammunition. In case of injury by firing, the concern gunman on duty will immediately report to the local police station and controlling officer of BCL.
- 21) BCL reserves the right to increase or decrease the quantity of guards/ value / period of the order during currency of contract by not more than 30% on the same price and terms & conditions.

22) **Termination of Contract:**

- (a) BCL reserve the right to terminate the contract(s) / order (s) by giving 15 (Fifteen) days notice in case of poor performance of the contractor / non-compliance of contractual obligations.
- (b) In case the contractor fails to commence/execute the work as stipulated in the contract or gives unsatisfactory performance or does not pay the wages in time or does not meet the statutory requirements of the contract, BCL reserves the right to cancel the whole contract or part thereof and withhold the contract and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- (c) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property, contractor shall replace immediately the said guard.



## **DECLARATION OF THE TENDERER**

**Annexure**

Ref. Your Tender No. \_\_\_\_\_ dated \_\_\_\_\_

To,  
\_\_\_\_\_

1. I / We \_\_\_\_\_ am/ are hereby visit the site at Clive Works, Victoria Works & Angus Works and contact Security Incharge / Personnel Deptt. of each unit for the security services jobs to be performed by us.
2. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff, Gun man and supervisors to perform duties as mentioned in the tender and at the rates as mentioned in our financial bid.
3. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
4. 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.
5. 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.
6. 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.
7. 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.
8. We confirm that there is no police investigation / Court case pending or contemplated against the bidder's firm or any security personnel employed by his firm in the past in connection with the security contract executed earlier / under execution.
9. I/we also declare that, I/we will abide by all the rules and regulation 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 authorised to sign tender for and on behalf of**  
\_\_\_\_\_  
**(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Date :

Place :

**TECHNO-COMMERCIAL BID & EMD (PART-I):**

The Tenderer should submit the following documents / declaration along with Techno-commercial bid, which is required in support of eligibility and qualification:

- (1) The copy of Firm's Registration / Incorporation Certificate with relevant authority.
- (2) Copy of valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005 and as amended/revised by Government of West Bengal, Home Department.
- (3) Copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (4) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (5) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (6) EMD of required amount as per Clause.
- (7) Sales Tax and Income Tax clearance certificate of last financial year.
- (8) Copy of GST registration certificate, Employee Provident Fund (EPF), ESI and PAN card.
- (9) Copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Technical Eligibility.
- (10) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
- (11) The bidder shall furnish a declaration separately in their Techno-Commercial Bid to the effect that there is no police investigation / Court case pending or contemplated against the bidder's firm or any security personnel employed by his firm in the past in connection with the security contract executed earlier / under execution.
- (12) 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.
- (13) The entire job is to be executed under the supervision / instruction of In- Charge (Security) or his nominated authorized representative of respective units of BCL.
- (14) Certifying authority: In Charge of Security / Personnel Deptt. of respective units of BCL.
- (15) Bidders are requested to submit their price in a separate envelope as per the Price Bid Format given in a separate sheet. In case, rates are quoted in Techno-Commercial Bid, the offers will be rejected.
- (16) Tender will be considered cancelled if the documents required for Part- I & Part- II bids are not placed in proper / respective envelope. Bidders should submit a copy of un-priced Price Bid (i.e. a copy of Price Bid without price figure but mentioning as "Quoted" or "Not Quoted" in the relevant column) along with Techno-Commercial Bid.
- (17). **EARNEST MONEY DEPOSIT (E.M.D.): Rs.1,00,000/- (RUPEES ONELAKH ONLY)**
  - i. Earnest Money Deposit of Rs.1,00,000/- is required to be submitted by Demand Draft / Pay Order or in the form of Bank Guarantee in favour of Braithwaite & Co. Limited, payable at Kolkata. In case of BG, the validity period should initially be 120 days from the date of opening of tender. However, for SSI Units with valid single point registration with NSIC for the tendered item, payment of EMD & Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD is also exempted for vendors registered with RDSO / MSME Unit / D.G.S.D for the tendered job and also for PSU bidders.
  - ii. Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of a tender. It shall be refunded to the successful tenderer on receipt of the Security Deposit / Performance Guarantee or if so decided by the tenderer to adjust against security deposit for the said job.
  - iii. EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.
  - iv. No offer will be considered without EMD except exemption as specified in the tender.

- 18). BCL also reserve the right to cancel / discharge the tender at any point of time.
- 19) The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
- 20) Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 21). Braithwaite & Co. Limited reserves the right to:
  - Postpone the due date of the tender.
  - Cancel the tender at any stage.
  - May ask for further clarification / information during techno-commercial scrutiny of bids received.
  - BCL shall not be responsible for any delay, loss, damage for bids sent by post.
  - BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
  - Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
  - If the bidder deliberately any wrong information in his tender to create a circumstances for the acceptance to his bid, Braithwaite reserves the right to reject such application.

22) **Tender Validity:**

The Tender will be valid for a period of 90 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.

---

**PRICE BID (PART-II):**

1. This part must be free from any condition.
2. No correction, over- writing etc., is allowed for consideration.
3. Bidder should quote rates as per Price Bid format considering scope of work and all terms & conditions of the tender. Rate(s) should be quoted both in words & in figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
4. Lowest Bid shall be evaluated on the basis of Lowest Grand Total Amount Unit-wise received from a bidder. Moreover, BCL reserves the right to place separate orders for Clive Works, Victoria Works & Angus Works in respect of L-1 bidder.

**Price Bid Format for CLIVE WORKS:**

Description of Job	Total <b>man-days</b> in a year	RATE (Excluding GST)			
		Rate per man-days including all statutory liabilities (P.F, ESI, Bonus & if any).	Service charge including all charges per man-days ( <b>Lump Sum</b> )	Total Amount per man-day	TOTAL VALUE
Providing Security Services in <b>CLIVE Works</b> as per Scope of Work & Terms & Conditions of the Tender.	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>D = (B + C)</b>	<b>E = (A x D)</b>
	Guard – 7300				
	Gun-man – 3650				
	Supervisor – 1825				
<b>GRAND TOTAL AMOUNT FOR CLIVE WORKS</b>					<b>Rs._____</b>

**Price Bid Format for VICTORIA WORKS:**

Description of Job	Total <b>man-days</b> in a year	RATE (Excluding GST)			
		Rate per man-days including all statutory liabilities (P.F, ESI, Bonus & if any).	Service charge including all charges per man-days ( <b>Lump Sum</b> )	Total Amount per man-day	TOTAL VALUE
Providing Security Services in <b>VICTORIA Works</b> as per Scope of Work & Terms & Conditions of the Tender.	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>D = (B + C)</b>	<b>E = (A x D)</b>
	Guard – 4380				
	Gun-man – 365				
	Supervisor – 365				
<b>GRAND TOTAL AMOUNT FOR VICTORIA WORKS</b>					<b>Rs._____</b>

**Price Bid Format for ANGUS WORKS:**

Description of Job	Total <b>man-days</b> in a year	RATE (Excluding GST)			
		Rate per man-days including all statutory liabilities (P.F, ESI, Bonus & if any).	Service charge including all charges per man-days ( <b>Lump Sum</b> )	Total Amount per man-day	TOTAL VALUE
Providing Security Services in <b>ANGUS Works</b> as per Scope of Work & Terms & Conditions of the Tender.	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>D = (B + C)</b>	<b>E = (A x D)</b>
	Guard – 13870				
	Gun-man – 2920				
	Supervisor – 2920				
<b>GRAND TOTAL AMOUNT FOR ANGUS WORKS</b>					<b>Rs._____</b>

Successful bidders shall submit break up of their quoted rates Per man-days (shown in column 'B') and that shall not be considered for evaluation. However, the same shall be considered during amendment time to time due to increase of minimum wages.

The offered Service charges shall remain constant and will not exceed incase amendment of price due to Minimum Wages revised during currency of the contract.