

(A GOVT. OF INDIA ENTERPRISE)  
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P.O. Box No. 264, Kolkata - 700 001 (WEST BENGAL)  
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<b>Tender No.</b>	NIT/DGM(P-V)/WORKMEN/MUGHALSARAI/2148/3129	<b>Date</b>	28.12.2016
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**NOTICE INVITING TENDER**

Sealed Tenders under **two-part bidding system** (i.e. Techno-Commercial Bid & Price Bid) are invited from Agency for supply of various category of workmen and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

1.	NAME OF WORK	ENGAGEMENT OF AGENCY FOR SUPPLY OF VARIOUS CATEGORY OF WORKMEN FOR REPAIR OF RAILWAY WAGONS AT RAILWAY WAGON CARE CENTRE, MUGHALSARAI
2.	CONTRACT PERIOD	06 (SIX) MONTHS
3.	COST OF TENDER	<b>RS.1,000/-</b> (RUPEES ONE THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE.
4.	EARNEST MONEY	<b>Rs.2,50,000.00</b> (RUPEES TWO LAC FIFTY THOUSAND ONLY) IN FORM OF DEMAND DRAFT OR PAY ORDER OR BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." TO BE SUBMITTED ALONG WITH THE TENDER. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMISSION OF EMD.
5.	ISSUE OF TENDER DOCUMENT	BETWEEN <b>29.12.2016</b> TO <b>17.01.2017</b> DURING OFFICE HOURS.
6.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 15:00 HRS. ON <b>18.01.2017</b>
7.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON <b>18.01.2017</b> AT 16:00 HRS. AT OUR REGISTERED OFFICE -27 R.N. MUKHERJEE ROAD, KOLKATA-700 001

(A. Neogi)  
Dy.GM(P-V)

**INSTRUCTION TO BIDDERS**

<p>1.</p>	<p><b><u>SUBMISSION OF BID</u></b> – The complete Tender Documents are available on the websites mentioned in this document and the same can be downloaded by the intending bidders directly from BBJ website – <a href="http://www.bbjconst.com">www.bbjconst.com</a> and Central Public Procurement Portal – <a href="https://eprocure.gov.in/epublish">https://eprocure.gov.in/epublish</a></p> <p>All the pages of the tender document to be signed with Company’s seal by the bidders. The rates in the appropriate space in the <b>PRICE BID/ BOQ-1</b> should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company’s seal. In the event of any difference between figure &amp; words of the quoted rates, the rate in word shall be considered for evaluating the tender.</p> <p>The Tenderer must visit the site and inspect before submission of their bid. The tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.</p> <p>Tenders to be submitted in <b>TWO PARTS</b>: -</p>
<p>a)</p>	<p><b><u>TECHNO-COMMERCIAL PART</u></b>: -                  The Techno-Commercial will consists of the following:</p>
<p>i)</p>	<p><b><u>TENDER DOCUMENT EXCLUDING BOQ</u></b>                  The tender documents issued to the tenderers duly signed and sealed in each page.</p>
<p>ii)</p>	<p><b><u>TECHNO COMMERCIAL PART</u></b>:                  The Techno Commercial Part should contain the following documents, which to be submitted with the offer;</p> <ul style="list-style-type: none"> <li>a) One recent passport size photograph(s) of the authorised person(s) of the Firm/ Agency with name, designation, office/ residential address and office telephone numbers.</li> <li>b) Copies of Work Order/ Purchase order &amp; Completion certificates/ documents that the tenderer has successfully executed the labour supply job/ similar type of jobs carried out with reputed organization/ companies and PSUs for factory/ Workshops. Attach list of clients as above along with satisfactory performance certificate/ works order from minimum 1 (one) such clients.</li> <li>c) Copy of up to date/ renewed/ valid Trade Licence from concerned authorities</li> <li>d) Copy of PF and ESI Registration Certificate</li> <li>e) Copy of Professional Tax Clearance &amp; also copy of Last Income – Tax returns files.</li> <li>f) Copy of Service Tax Registration</li> <li>g) Copy of PAN Card</li> </ul>

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b)	<p><b><u>PRICE-PART</u></b>: - The price bid will be opened based on techno commercially acceptable bidders. Properly filled up bill of quantities duly sealed and signed to be put in a sealed envelope super scribing "TENDER NOTICE NO." and "PRICE PART". The bidder must fill the PRICE BID (vide BOQ-1) with the appropriate column being duly filled-in (both figure and words), signed and sealed. The above 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope super scribing "<u>TENDER NOTICE NO.</u>" to be submitted to BBJ.</p>
2	<p><b><u>LANGAUAGE</u></b> – Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English Translation. The English version shall prevail in matter of interpretation.</p>
3	<p>The sealed tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked in favour of The Deputy General Manager (P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27 R. N. Mukherjee Road, Kolkata-700 001 (West Bengal).</p>
4	<p>All incidental costs and expenses for preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.</p>
6.	<p>Conditional tenders shall be straightway rejected and no additional clause will be entertained.</p>
7.	<p>BBJ shall have the right to verify any or all documents submitted by the bidder from the issuing authority for its correctness. If found false/forged the offer will be summarily rejected.</p>
8.	<p>BBJ reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p>
9.	<p>All safety measures as applicable with in site premises need to be strictly complied with.</p>
10.	<p>Validity of Tender – <b>90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.</p>

(A. Neogi)  
DGM(P-V)

**SPECIAL CONDITION OF CONTRACT**

1.0 **ELIGIBILITY**

The tenderer should have worked and is still working in the field of Wagon Repair/ Bridge Fabrication and any other work involving welding in Steel Structures. Document in support of the above [as per Clause no. 1(a)(ii-b) of Instructions to Bidders] must be submitted alongwith the bid.

2.0 **LOCATION OF THE SITE:**

The works shall be carried out at designated site location at Railway Wagon Care Centre, Mughalsarai under East Central Railway, Hajipur.

3.0 **VISIT TO SITE:**

The Tenderer is advised to visit and acquaint himself with the actual site conditions and the cost of such visit shall be borne by him. It shall be deemed that the Tenderer has undertaken a visit to site and is aware of site conditions prior to the submission of the tender document.

4.0 **MANPOWER REQUIREMENT:**

The Agency shall provide trained workmen for carrying our works involving repair of Railway Wagons to the satisfaction of Railway/Principal Client. **The number of Labour required are indicative and actual numbers may vary. Deployment of labour will be in phases or as per requirement by our site time to time.**

A trial order shall be placed on successful bidder with minimum number of workmen required at site. However, the same shall be increased as per requirement.

4.1 **SKILLED:**

**SKILLED: 20 (TWENTY) HEADS** daily on 8 (eight) hours shift basis and as per the requirement at Project Site/ instruction of Site In-Charge/ Mughalsarai. Weekly off day & Holidays shall be as per extant rules of the company.

4.2 **SEMI-SKILLED:**

**SEMI-SKILLED | ALL WORKMEN HAVING REQUIRED SKILL FOR WELDING, GAS CUTTING, FITTING, FABRICATION, RIGGING ETC. INVOLVED IN WAGON REPAIR: 200 (TWO HUNDRED) HEADS** daily on 8 (eight) hours shift basis and as per the requirement at Project Site/ instruction of Site In-Charge/ Mughalsarai. Weekly off day & Holidays shall be as per extant rules of the company.

4.3 **UNSKILLED:**

**UNSKILLED | ALL HELPERS, MAZDOORS ETC.: 100 (ONE HUNDRED) HEADS** daily on 8 (eight) hours shift basis and as per the requirement at Project Site/ instruction of Site In-Charge/ Mughalsarai. Weekly off day & Holidays shall be as per extant rules of the company.

5.0 **WORKING HOURS/ NOS. OF SHIFTS PER DAY:**

Normal duty hours of workmen shall be 8 (eight) hours (General or shift duty) and as per the requirement at Project Site/ instruction of Site In-Charge/ Mughalsarai.

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If a workman is required to work beyond 8 (eight) hours (i.e. normal duty hours) as per requirement of the company, he will be paid extra for work over time as per extant rules of the company.

Work may be carried out in shift basis; date of commencement will be from the date of deployment of workmen at Mughalsarai site. Regarding shifts and other working arrangements, In-Charge/ Mughalsarai Project Site decision will be final and binding on you. In-Charge/ Mughalsarai Project Site has the right to take suitable punitive action if any lapses are found at the place of posting.

**6.0 ATTENDANCE REGISTER:**

To be maintained by Agency's company and required to be certified by BBJ's nominated person for each shift.

**7.0 IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR WORKMEN:**

Identity cards with recent photograph (one copy of which to be deposited in BBJ office) as prescribed by BBJ shall have to be provided by the Agency's company free of cost. No workmen will be allowed to attend duty without identity card and other requisites as per requirement of BBJ.

**8.0 JOB DESCRIPTION:**

8.1 To provide the services/workmen for Mughalsarai Project Site.

8.2 The agency shall not engage any sub-contractor or transfer the contract to any other person.

8.3 The agency staff shall work under the control of BBJ's Site In-Charge or any other officer authorized by him. Any change of personnel should be done with the prior approval of In-Charge/Mughalsarai Site.

8.4 The workmen, while on duty, will come under the administrative control of In-Charge/ Mughalsarai Site.

8.5 In case of any complain against any of your workmen for misconduct, inefficiency, lack of physical fitness or any other ground, by In-Charge/ Mughalsarai Project Site, BBJ has the right to ask for immediate replacement of such workmen.

8.6 No residential accommodation/ boarding and food will be provided by BBJ to your workmen at our site area.

8.7 The workmen provided by you are not to be involved in Trade Union activities in any manner.

8.8 The workmen to be employed by the Agency shall be competent in their respective occupations and the workmanship shall be of the highest standard and to our Engineer's/ Official's satisfaction.

8.9 Agency will be responsible to supply safety gadgets to his employees and take care of adequate safety on the job.

8.10 Agency will maintain necessary registers as prescribed by the various Acts in respect of his employees at his cost. He will also comply with all other Labour Laws, Rules, Regulations and Directives in force or framed/ issued from time to time by concerned authority, applicable to the works for which, no extra charges will be paid by BBJ.

8.11 Timely payment to the workmen to be supplied by the Agency is the essence of the contract. The Agency should ensure the payment of wages to their Contract Labour engaged for the job within 7<sup>th</sup> to 10<sup>th</sup> of every subsequent month. Any delay for whatsoever reasons shall be viewed seriously and BBJ reserves tight to terminate the contract, if required.

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8.13 Any accident/ injury caused to your workmen will be your responsibility. BBJ, in no case, will be held responsible for any such incident and no claim / compensation for such incident will be entertained.

8.14 In no case, BBJ will be held responsible with reference to statutory obligations.

**9.0 SECURITY CUM PERFORMANCE GUARANTEE**

Earnest Money Deposit (EMD) as submitted by the successful bidder shall be converted in Security cum Performance Guarantee (SD-PG) under this contract. The SD-PG shall remain valid till completion of entire contract and release of final bill. EMD of the unsuccessful bidder shall be returned after finalization of contract with the successful bidder.

**10.0 STATUTORY OBLIGATION:**

The agency shall abide by and follow all statutory requirements such as PF/ESI deduction, Labour Laws, Shops & Establishment Act, Bonus Act, EST Act, Minimum Wages Act of **Central Government**, Income Tax Act, Factories Act, ID Act and Contract Labour (Regulation and Abolition) Act etc. in so far as they are applicable to agency's personnel deployed for our work. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under. The successful bidder will maintain all registers related to Contract Labour Rules and Abolition Act as applicable at work site. The agency will deduct PF/ ESI from salary of the deployed staff and deposit the same with relevant authorities. Proof of the same will be submitted with bills of next month. Entire responsibility of the same will be with the agency. Any penalty / legal action whatsoever will be to the agency.

**11.0 RATES:**

11.1 The Bidder is required to quote his service charge percentage on basic wages, which shall include cost of necessary equipments, contingent expenditure incidental to the work and Agency's profit etc. (excluding contribution towards ESI, EPF and Bonus) both in figure and word in the Price Schedule/ BOQ-1. Service Tax will be extra as applicable.

11.2 The successful bidder shall comply the minimum wages and their statutory payments which are presently in vogue as indicated in 11.7.

11.3 Bidders should quote their rates as per Price Schedule format enclosed with the tender. All columns are to be filled in.

11.4 The minimum wages to the deployed labour shall be applicable time to time as per Minimum Wages notification. Bidders are advice to adhere the same. Accordingly, the contract price shall be subject to adjustment to this effect from time to time during currency of the contract.

11.5 Agency's Service Charge in % (percentage) shall remain Firm during the contract period except the adjustments/ increment to be made on minimum wages along with corresponding implications based on notifications to be issued by Govt. of India from time to time.

11.6 The Agency shall pay to his employees any increase in the Minimum Wages as notified from time to time during the period of contract. BBJ shall reimburse the minimum wages and corresponding implications of Statutory Payments like P.F & ESI as admissible as per Act. BBJ shall reimburse the Bonus payable to the labours. However, for the purpose of contract price adjustment / increment due to Minimum

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Wages, the Agency shall request in writing with necessary documentary evidence, failing which no claim in this regard shall be entertained by BBJ.

- 11.7 The following are the prevailing Minimum Wages, P.F, ESI & Bonus for various categories of labours with effect from 01.07.2016 which is likely to be revised from 01.01.2017.

Sl. No.	Particulars	Skilled	Semi-Skilled	Unskilled
1	Basic Wages as per Minimum Wages Per Head Per Day (effective from 01.07.16 to 31.12.16)	<b>Rs.353.00</b>	<b>Rs.293.00</b>	<b>Rs.250.00</b>
2	Provident Fund amount Per Day Per Head (@13.36%)	Rs.47.16	Rs.39.14	Rs.33.40
3	ESI amount Per Day Per Head (@4.75%) if applicable.	Rs.16.77	Rs.13.92	Rs.11.88
4	Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7,000.00 per Year)	Rs.19.44	Rs.19.44	Rs.19.44
	<b>TOTAL</b>	<b>Rs.436.37</b>	<b>Rs.365.50</b>	<b>Rs.314.72</b>

Besides the above, BBJ shall pay the Service Charges to the Agency on monthly basis for the service rendered by the Agency. Accordingly, bidder shall quote Service charge only per head per month on percentage basis and the same shall be valid throughout the contract period. Service charge shall not be varying during amendment of price due to Minimum Wages & others.

- 11.8 BBJ shall reimburse Service Tax as extra, as applicable as per rule against documentary evidence. Hence, bidder quoted rates shall not include Service Tax. Bidders should mention the prevailing rates of Service Tax applicable for the job in their Bid. Statutory variations, if any due to change through Govt. notification during the course of execution shall be paid at actual against providing documentary evidence.

12.0 **PAYMENT TERMS:**

- 12.1 Monthly attendance Statement of your workmen to be submitted in triplicate to the In-Charge/ Mughalsarai Project Site for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBJ Registered Office.
- 12.2 Your monthly bill will be paid within 15 (fifteen) days from the date of submission duly supported by requisite documents and certified by In-Charge/Mughalsarai Site. The requisite documents shall include proof of payment of Wages, PF Contribution, ESI contribution and Bonus of your workmen engaged at our Mughalsarai Project Site for the subject work.
- 12.3 Service Taxes as applicable as per Government Notification on the total bill will be reimbursed by us on production of documentary evidence only after payment of the same by you to the Statutory Authorities.

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13.0 **OBLIGATION OF THE AGENCY:**

The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same.

14.0 **TERMINATION OF THE CONTRACT:**

14.1 In the event of your failure to execute any of the Contractual Obligations, BBJ reserves the right to terminate the contract in full or part as deemed fit within 48 (forty-eight) hours by giving 07 (seven) days Notice to you. No compensation will be paid on account of the termination.

14.2 In case of termination of the contract, BBJ reserves the right to get the work done by deploying other Agency/ Agencies. Cost incurred for the above will be recovered from your Bill & Security Deposit.

15.0 Insurance shall be covered by your agency for individual workmen.

18.0 The contract shall be for a period of 06 (six) months from the date of issue of LOI/Order.

19.0 **JURISDICTION OF COURT:**

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between parties.

(A. Neogi)  
DGM(P-V)



**BOQ-1**

**PRICE BID**

The successful bidder shall comply the minimum wages and their statutory payments which are presently in vogue as indicated below & also in Clause 11.7 of SCC.

Sl. No.	Particulars	Skilled	Semi-Skilled	Unskilled
1	Basic Wages as per Minimum Wages Per Head Per Day (effective from 01.07.16 to 31.12.16)	<b>Rs.353.00</b>	<b>Rs.293.00</b>	<b>Rs.250.00</b>
2	Provident Fund amount Per Day Per Head (@13.36%)	Rs.47.16	Rs.39.14	Rs.33.40
3	ESI amount Per Day Per Head (@4.75%) if applicable.	Rs.16.77	Rs.13.92	Rs.11.88
4	Bonus amount Per Day Per Head (@8.33%, Maximum Limit Rs.7,000.00 per Year)	Rs.19.44	Rs.19.44	Rs.19.44
<b>TOTAL</b>		<b>Rs.436.37</b>	<b>Rs.365.50</b>	<b>Rs.314.72</b>
5	Contractor's Service Charge <b>on (1) above</b> <b>(Percentage to be mentioned)</b>			

**Note:**

1. Service Charge excludes contributions towards ESI, EPF and Bonus which shall be reimbursed by BBJ.
2. Financial Evaluation will be carried out based on **Service Charge Percentage** on salary bill (i.e. on Basic Wages) excluding EPF, ESI and Bonus.
3. The Number shown in serial no. 4 of Special Condition of Contract is only indicative and the actual nos. will be decided by the Site-In-Charge in consultation with the workmen agency from time to time.
4. The Tenderer shall fill up the attached format marked as "PRICE BID/ BOQ-1" for showing rate analysis for each category/ item of the schedule.
5. The successful bidder shall submit his monthly bill showing details of amount arising out Clause 11.7 of SCC Bid above and adding service charge together with valid documents.
6. The minimum wages and other statutory payment shall be made by the Agency as per revision from time to time.
7. Any reimbursement and/or payment shall be subject to valid document to be produced by the Agency.

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