

Bharat Bhari Udyog Nigam Limited
(A Govt. of India Enterprise)

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

Regd. Office: 26. Raja Santosh Road, **Corporate Office:** 27, Rajendra Nath Mukherjee Road, Alipore, Kolkata-700027 Kolkata - 700001

Phone: (033)24795535 Fax: 033)24797046 Phone: (033)22485841-44 Fax: 033- 22103961

Email: info@bbjconst.com, bbj@india.com, Website: www.bbunl.com

NIT No:BBUNL/DGM(P-V)/STAFF CONT/2015-16

Dated: 10.09.2015

Sealed offers are invited from resourceful / experienced Vendors for deploying of the following persons on contract basis to attend duties as per the requirement of Bharat Bhari Udyog Nigam Limited (BBUNL):

A. SCOPE OF WORK:

CATEGORY – A:			
Sl.	Nomenclature	Requirement	Place of Work
1.	Gate Attendant	06 Nos.	At Registered Office/ Corporate Office or any offices/Projects etc. as per requirement of the Company.
CATEGORY – B:			
Sl.	Nomenclature	Requirement	Place of Work
2.	Office Help (Peon)	01 No.	Same as Sl.1
3.	Driver-cum-Messenger	01 No.	Same as Sl.1
4.	Office Assistant	01 No.	Same as Sl.1
CATEGORY – C:			
Sl.	Nomenclature	Requirement	Place of Work
5.	Clerk	01 No.	For requirement at New Delhi

The above requirements are provisional. It may be increased or decreased.

1. The tender is comprising of two (2) parts:

- (a) Part – I : Techno Commercial Bid
(b) Part – II : Price Bid

2. Contract period : For 12(twelve) months.

3. Last date for submission of sealed Quotation **on 23.09.2015 by 5.00 p.m.**

4. Opening of Techno Commer- cial Bid : **on 24.09.2015 at 11.30 a.m.**

No offer will be accepted / entertained beyond the closing date & time of Tender.

(A.Neogi)
Dy.Genl.Mgr(P-V)

TENDERER

BBUNL

INSTRUCTION TO TENDERERS

General instruction:

1. **Issue of Tender Documents:** Any working day (except Sunday & Holidays) between 10.00 AM to 5.00 P.M from 10.09.2015 to 23.09.2015

Bidders who are interested to participate in the tender may also download the tender document from our website and also from Central Public Procurement Portal (CPP)

No offer shall be accepted after stipulated closing date and time for receiving of offer at BBUNL Corporate office.

2. **Scope of Supply/Contract:**
Successful Contractor is required to carry out the jobs as per scope of work indicated in the schedule of work mentioned in the Price bid.

3. **Period of Contract:**
Contract will be awarded for 12 months. We, however, reserve the right to extend the contract by another period or periods as may be required or terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

4. **Validity of the offer:** The offer should remain valid for minimum period of 90 days from the date of opening of tender.

5. **Mode of submission of Tender:**
Tenders are to be submitted in two separate **sealed** covers containing the Techno Commercial Bid and Price Bid super scribing the Tender number, the due date and time of submission, addressed to the **Dy.General Manager(P-V)**, Bharat Bhari Udyog Nigam Limited, **27, R.N.Mukherjee Road, Kolkata-700 001**.

The offer should comprise of :

- (i) Part-I : Techno-commercial Bid & EMD
- (ii) Part-II : Price Bid

Both the envelopes (Part-I and Part-II) are to be put up in a third envelop and to be submitted **on or before 24.09.2015 by 10.30 a.m.** (no receipt will be issued for the purpose).

No e-mail/ FAX quotation will be accepted.

Tenderer sending tender by post will do so, solely on their own risk and BBUNL will not be responsible for any loss in transit or postal delay and it should reach us positively within **24.09.2015 by 10.30 A.M.**

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to bidders/ General terms & conditions are liable to be rejected summarily.

6. **Opening of the Tender:**

Techno-Commercial Bids (i.e. Part-I) shall be opened on 24.09.2015 at 11.30 A.M. During opening of Techno-commercial Bid & EMD (Part-I) and Price Bid (Part-II), the bidders may depute their authorized representative to be present as witness. However, only the techno-commercially acceptable bidders will be intimated before opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent to the techno-commercially acceptable bidders.

Techno Commercial Bid (Part-I) will contain the following documents:

- a) **Earnest Money Deposit (EMD) of Rs.10,000/-** (Rupees ten thousand only) is required to be submitted by Demand Draft / Pay Order/Banker's Cheque drawn in favour of BHARAT BHARI UDYOG NIGAM LIMITED payable at Kolkata. However, tenderer registered with DGS&D, SSI Units registered with NSIC and PSU units/ RDSO approved vendors may be exempted from the submission of EMD, against production of documentary evidence. FOR EXISTING SUPPLIER THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE RELEASED WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SUPPLY/SERVICE WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE SUCCESSFUL BIDDER.
The Earnest Money lodged by the unsuccessful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.
- b) As a proof of experience, Bidders should submit copies of contracts / orders along with the successfully execution certificate from Government Deptts/ PSUs/ reputed private industrial establishments/ Factories. Copy of certificate for successful execution of one contract containing deployment of 15 (fifteen) persons including security and any other services will have to be produced.
- c) Copy of audited/ Chartered accountant certified Balance Sheet for the last three years ending 31.03.2015.
- d) Copy of up to date renewed Trade Licence from concerned authorities;
- e) Copy of P.F and ESI registration certificate;
- f) Copy of Professional Tax clearance & Income Tax certificate from concerned authorities;
- g) Copy of Service Tax Registration;
- h) Copy of valid license for engagement in the business of Private Security Agency issued by Govt. of West Bengal or by any other appropriate authority, which should cover Kolkata Region.
- i) Copy of PAN;
- j) The General terms & conditions of the Tender along with Instruction to the bidders duly signed by the tenderer in each page as a token of unconditional acceptance of all notes and terms & conditions of the Tender are to be returned with the Techno-commercial bid.
- k) Rates are to be quoted as per Price Bid Format. It is mandatory to quote rates for all the items of Price bid failing which their offer will be rejected. Bidders shall give a confirmation in their Techno-Commercial Bid that they have quoted for all the items of price bid.

PRICE BID (PART – II)

1. Price Bid should be submitted as per enclosed Format:
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.
5. Quoted rates shall consider all terms & conditions of the Tender.
6. Quoted rates shall remain firm till completion of the order.

Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in proper / respective envelopes separately and sealed.

7. BBUNL reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.

8. **Security Deposit:** For due fulfillment of the contractual obligation, the successful bidder shall furnish Security Deposit within 15 days of receipt of LOI or Work Order in the form of Bank Guarantee (BG) / Demand Draft/Pay Order of a Nationalised Bank/ Scheduled Bank valid till completion of contract. The amount of security deposit shall be **10%** of the total value of the contract.

The proceeds of the Security Deposit or proceeds on invocation of BG shall be payable to the purchaser i.e BBUNL as compensation for any loss resulting from the suppliers/contractors failure to complete its obligations under the contract.

As and when amendment is issued to the contract by increasing requirement of manpower, the supplier / contractor shall within 15 days of the 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.

Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

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

9. **Responsibility of the Tenderer:**

- i) The Tenderer should strictly abide by the Company's rule, regulation and instruction issued from time to time in respect of all matters.

- ii) 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.

- iii) Uniform, shoes and other necessary requirement viz. Torch, Lathi and other necessary equipments shall be provided by the Contractor to Gate attendants deployed for the job. Uniform and shoes shall also have to be provided to the Office Help and Driver-cum-Messenger.

- iv) The Contractor shall try to ensure that the persons deployed for the job in Company, should not be involved in any trade union activities especially those which may affect security functions.

- v) The contractor shall ensure that the Gate Attendants and Office Help must attend duties in Uniform.

- vi) The Contractor shall visit the contractual area/premises periodically for supervising the activities of Gate Attendants, particularly in 'night shift'. Whenever he is specially called and asked to carry out the tasks assigned, the Contractor must perform it efficiently and diligently to the satisfaction of the Company.

- vii) The safety of men and material will be sole responsibility of the contractor and the company shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor. Contractor shall take all the measures in respect of compliance of all statutory requirements.

- viii) Successful contractor shall be responsible to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges

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as per act directly to P.F authorities every month as well as ESI shall have to be deposited to the respective authority and due particular will be furnished to BBUNL Corporate Office before releasing of next payment. The BBUNL authorities shall not entertain any disputes pertaining to deduction and deposit of P.F & ESI.

10. **Maintenance of records:**

All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection for the company whenever required.

11. **Payment :**

a) Monthly attendance Statement of your Gate Attendant, Office Help, Driver-cum-Messenger, Office Assistant and etc to be submitted in triplicate to our Chief Manager(Pers. & Admn) / Manager(Legal & Admn) for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBUNL Corporate Office.

b) Your monthly bill will be paid within 30(thirty) days from the date of submission duly supported by requisite documents and certified by Chief Manager(Pers. & Admn) / Manager(Legal & Admn). The requisite documents includes proof of payment of wages, PF Contribution and ESI contribution of your above personnel engaged at our various places or furnish a certificate (as per format to be given by BBUNL/BBJ) regarding compliance of statutory obligations as per prevailing Act for the subject work.

c) 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.

12. **Indemnity:**

The contractor shall indemnify the company against claims and loss arising as a liabilities under the various relevant Acts & Rules or any Civil or Criminal law for the time being forced related to persons employed/deployed by you for the contract. The contractor shall also responsible to make good of the losses if any incurred by the company due to the negligent performance of their persons.

13. **Termination of the contract:**

If a contractor fails to carry out his duty to the satisfaction of the company, it shall be open to the company to engage other persons / contractor without any notice to the contractor and also to cancel the contract without assigning any reason and any loss or additional expenses incurred by the company will be borne by the contractor.

14. **Income Tax:** Income Tax will be deducted at the prevailing rates from the Bills of successful tenderers and any increase in Income Tax or surcharge thereto will be borne by contractor.

15. **Risk Purchase:** In case the performance of the contractor is not satisfactory, the Management reserves the right to withdraw the relevant contract at any time during execution and get the job done through any other agency at the tenderer risk and costs.

16. **Arbitrations:** 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 adjudicator of sole arbitrator. Chairman & Managing Director shall have the right and authority to appoint any officer of the Company or from Group Companies or from any PSU as arbitrator not below the rank of a General Manager who is not directly connected with the purchase order under the

- Arbitration & Conciliation Act, 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
17. **Force-de-mejure:** Contractor has to ensure performance of his workmen by way of performing their allotted job. In case of any shortfall in providing desired manpower or non-performance of the job, proportionate deduction will be made from the Contractor's bills
 18. **Compliance of Statutory Acts/Rules:** The contractor shall comply with the provision of Laws & Rules in force from time to time which will be applicable to the contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971, (b) Payment of Bonus Act 1948, (c) ESI Act 1948, (d) Workmen Compensation Act 1923, (e) Factory Act 1948, (f) Minimum Wages Act (as applicable) and comply with the provision of all other statutory labour Legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reasons of his default either wishfully or by ignorance.
 19. Each and every page of the tender documents should be signed by the contractor and returned to us along with Techno-commercial bid as a token of acceptance.

GENERAL TERMS & CONDITIONS

- 1) Successful contractor should engage workmen having sufficient experience and within the age of 60 years. Supervision of activities of Gate Attendants in particular will be on contractor's account.
- 2) The Company reserves the right to increase or decrease the number of deployments of workmen during the currency of the contract on the same rate, terms & conditions by giving the notice in writing to that effect and according to the revised delivery schedule advised by the company.
- 3) The Company reserves the right to terminate the contract(s) / order(s) by giving 3 (three) weeks notice at any point of time without assigning any reasons.
- 4) The Company reserves the right to accept / reject / split any or all tender in part or full without assigning any reason whatsoever.
- 5) The Company reserves the right to cancel / discharge the tender at any point of time without assigning any reasons.
- 6) There is requirement for three categories of workmen viz. Category-A, B and C. The Company reserves the right to place separate orders for each category under the same contract and terms & conditions.
- 7) The Company reserves the right to direct you to deploy or post the number of workmen under Category A and B at its Registered Office / Corporate Office or any offices / Projects as per the requirement, from time to time during the contract period.
7. The contractor shall pay wages for Category-A and B workmen as per minimum rates of wages & VDA under Central Govt. sphere based on circular of minimum rates of wages & VDA issued time to time by Office of the Chief Labour Commissioner, New Delhi by maintaining all statutory obligations like PF/ESI & Bonus etc. For Category-C workmen, the contractor shall pay salary (consolidated), as approved by the management, to their workmen for 30 days by maintaining all statutory obligations like PF/ESI & Bonus etc., as applicable.
8. **Contractor's Responsibility:** The contractor shall comply with the provision of Laws & Rules in force from time to time which will be applicable to the contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971, (b) Payment of Bonus Act 1948, (c) ESI Act 1948, (d) Workmen Compensation Act 1923, (e) Factory Act 1948, (f) Minimum Wages Act as

applicable and comply with the provision of all other statutory labour Legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reasons of his default either wilfully or by ignorance.

9. **Execution of the Contract:**

- (i) Contractor has to carry out the allotted work with the work force available with him against the contract value. No additional expenditure will be borne by the Company for the purpose.
- (ii) In case of non-execution or unsatisfactory performance of any job, owing to the irregularity / failure on your part, a proportionate deduction will be made from the bill for the same month, against same job, against certification by the certifying authority.
- (iii) Contractor is required to maintain an attendance register of the workmen and the attendance register should be counter signed by the departmental in-charge.

10. **Terms of payment:**

a) Monthly attendance Statement of your Gate Attendant, Office Help, Driver-cum-Messenger, Office Assistant and etc to be submitted in triplicate to our Chief Manager(Pers. & Admn) / Manager(Legal & Admn) for certification and certified copy of the attendance statement should be attached with your monthly bill for payment from BBUNL Corporate Office.

b) Your monthly bill will be paid within 30(thirty) days from the date of submission duly supported by requisite documents and certified by Chief Manager(Pers. & Admn) / Manager(Legal & Admn). The requisite documents includes proof of payment of wages, PF Contribution and ESI contribution of your above personnel engaged at our various places or furnish a certificate (as per format to be given by BBUNL/BBJ) regarding compliance of statutory obligations as per prevailing Act for the subject work.

c) 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.

11. **Risk Purchase:**

In case the performance of the contractor is not satisfactory, the Management reserves the right to withdraw the relevant contract any time during execution and get the job done through any other agency at the tenderer risk and costs.

12. **Liquidated Damages:**

BBUNL reserves the right to deduct Liquidated damages from the contractor, due to failure on the part of the contractor to perform the work allotted by the BBUNL management.

13. If for any specific jobs, there is no requirement of contract workmen for reasons what so ever during any period, respective contractor workmen shall not be deployed upon getting instruction in writing from Head of administration and no payment will be made accordingly.

14. **Payment of wages and salary:**

In case of **Category – A and B**: Wages will be paid as per Circular of minimum rates of wages issued by Chief Labour Commissioner(C), New Delhi from time to time including other statutory payment. No enhancement of any rate during pendency of the contract will be allowed except the minimum wages as per Circular issued by the said authority. In case of any enhancement in the minimum wages, the same shall be reimbursed to the contractor on production of documentary evidence. However, the service charges shall remain firm and shall have no effect in case of enhancement in the minimum wages. While quoting their price contractor should account for all the elements to avoid such claim.

In case of **Category – C**: Fixed Consolidated salary will be paid during the pendency of the contract including all statutory payment, as applicable. No enhancement of salary will be allowed during pendency of the contract. If necessary, separate sanction/approval has to be obtained from the Company. However, the service charge shall remain firm during this period. While quoting their price contractor should account for all such elements.

15. Payment will be **“ON NO WORK NO PAY BASIS”**.
16. BBUNL shall not be paid any other allowances like medical, HRA, Leave pay etc. BBUNL shall also not be held responsible for non-payment of PF/ESI, so provided by the contractor/vendor/agency.
17. The contractor shall pay the minimum wages for applicable category as per statutory regulation in force, PF, ESI and Bonus etc., to their workmen or as may be required under the Law.
18. Contractor is required to maintain attendance register of the workmen, which shall be submitted along with the bill to the head of administration department after due certification.
19. BBUNL will not provide any accommodation and subsidized food / allowance to the contractor workmen.
20. Each and every page of the tender documents should be signed by the contractor and return to us along with Techno-commercial bid as a token of acceptance.

(A.Neogi)
Dy.Genl.Mgr.(P-V)

PRICE BID FORMAT:**CATEGORY – A:**

Sl.	Description of Job	No. of Persons	Rate per month	Total amount
1	Job contract for Gate Attendant at its Registered office/ Corporate office or any offices / Projects as per requirement	06	Minimum wages as on 01.09.2015: Other statutory payment: Contractor's Service charge: S.T (if any)	
CATEGORY – B:				
2	Job contract for Office Help at its Registered office/ Corporate office or any offices / Projects as per requirement	01	Minimum wages as on 01.09.2015:(un-skilled scale) Other statutory payment: Contractor's Service charge: S.T (if any)	
3	Job contract for Driver-cum-Messenger at its Registered office/ Corporate office or any offices / Projects as per requirement	01	Minimum wages as on 01.09.2015:(Semi-skilled scale) Other statutory payment: Contractor's Service charge: S.T(if any)	
4	Job contract for Office Assistant at its Registered office/ Corporate office or any offices / Projects as per requirement	01	Minimum wages as on 01.09.2015:(Semi-skilled scale) Other statutory payment: Contractor's Service charge: S.T(if any)	
CATEGORY - C				
5.	Job contract for Clerk for requirement at New Delhi	01	Rs.12,500/- per month (consolidated) Other statutory payment: Contractor's Service charge: S.T(if any)	

(A.Neogi)
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