

BURN STANDARD COMPANY LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAY

22 B, Raja Santosh Road,

ALIPORE, KOLKATA – 700 027

Website : www.burnstandard.com

E-mail : burnstandard@yahoo.co.in

Ref : MM/CONT/HO/HW/A&MC/17-18/77

Date : 01.02.2018

To

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.....
.....

Dear sirs,

**Sub : Tender for Job Contract for Providing Attendant & Material Checker
at Howrah Works.**

Ref : Tender No. MM/CONT/HO/HW/A&MC/17-18/77 dated 01.02.2018

Date & Time of Submission : By 2:30 PM on 26.02.2018

Date & Time for opening of tender : At 3:00 PM on 26.02.2018

Sealed tenders are invited from tenderer for providing Attendant and Material Checker at Howrah Works as per following terms and conditions :-

1) The tender document consists of following:-

Annexure – I : Scope of Work

Annexure – II : Instructions to Bidders.

Annexure – III : Special terms and conditions.

Annexure – IV : Price Format.

2) Tenderer who have downloaded the tender document from our website are required to deposit Rs. 500/- by A/c Payee demand draft drawn in favour of BURN STANDARD CO. LTD. payable at KOLKATA towards cost of tender document along with their Bid.

3) All other terms and conditions will be as per Instruction to Bidders & Special Terms and Conditions detailed in the tender document.

Thanking you,

Yours faithfully
for Burn Standard Company Limited

(S. K. Banerjee)
Manager (P,C&MM)

SCOPE OF WORK

To deploy Attendant / Material Checker at the Burn Standard Co. Ltd., Howrah Works, Nityadhan Mukherjee Road, Howrah.

Signature of tenderer with date and seal

INSTRUCTION TO BIDDERS**1.0 MODE OF SUBMISSION OF OFFER**

- 1.1 Offer shall be submitted in sealed envelopes.
- 1.2 Tender No., Due Date & Time shall be super scribed on the envelope.
- 1.3 Envelopes shall be addressed to Manager (P, C&MM), 22 B Raja Santosh Road, Alipore, Kolkata – 700 027.

2.0 CONTENT OF BIDS

- 2.1 Bid shall contain the following :-
 - a) Cost of Tender Document in case the same is downloaded from website.
 - b) Earnest Money Deposit in the form of Demand Draft / Pay Order drawn in favour of BURN STANDARD CO. LTD. payable at KOLKATA.
 - c) Copy of Trade License from concerned authorities.
 - d) Copy of P. F. Registration Certificate from P.F. Authority.
 - e) Copy of ESI Registration Certificate from ESI Authority
 - f) Copy of Service Tax Registration Certificate from Service Tax Authority
 - g) Copy of Professional Tax clearance certificate from concerned authorities.
 - h) Copy of Labour license from competent authority..
 - i) Copy of PAN Card showing PAN number
 - j) Scope of Work, Instruction to Bidders and Special & General Terms and Conditions duly signed by the tenderer on each page as a token of acceptance in to-to are to be returned with Techno Commercial Bid.
 - k) Price Format duly filled and signed
 - l) Details of all taxes, duties applicable must be furnished.

3.0 RATES

- 3.1 Lump sum rate for scope of work detailed in Annexure – I shall be quoted in Annexure – IV “Price Format”
- 3.2 All taxes and duties applicable must be quoted with respective rates and amount. It is to be clearly understood that taxes and duties applicable as on date of bid opening and not indicated in the price bid will be borne by the contractor. However, any statutory variation in rates and levy of new taxes and duties after bid opening during the currency of contract will be to BSCL account.

4.0 EARNEST MONEY DEPOSIT(EMD)

- 4.1 The amount of earnest money deposit will be according to the value of tender as mentioned below :-

Estimated Value of Tender (Rs.)	Amount of Earnest Money(Rs.)
Up to 5,00,000/-	5,000/-
5,00,001/- to 10,00,000/-	10,000/-
10,00,001/- to 25,00,000/-	25,000/-
25,00,001/- to 50,00,000/-	50,000/-
50,00,001/- to 1,00,00,000/-	1,00,000/-
1,00,00,001/- to 2,00,00,000/-	1,50,000/-
Above 2,00,00,000/-	2,50,000/-

Contd....P/2

- 4.2 The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 4.3 The EMD of successful tender will be returned after receipt of Security Deposit.

5.0 SECURITY DEPOSIT

- 5.1 Security deposit equivalent to five(5) percent of the total contract value shall have to be deposited by the successful tenderer within 15 days of receipt of LOI / Purchase order in the form of (a) Demand draft in favour of Burn Standard Company Ltd. Payable at KOLKATA or (b) Bank guarantee as per format provided by BSCL valid till completion of contract. Security Deposit shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer.
- 5.2 The company shall be entitled and shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 5.3 On due performance and completion of the contract in all respect, the security deposit will be returned to the contractor without any interest on certification of concerned department.

6.0 TERMS & CONDITIONS

- 6.1 Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed in any form.
- 6.2 **Paying Authority** : - Head of Accounts or authorised representatives of Accounts Department as delegated by Unit Head of Burn Standard Co. Ltd., Howrah .Works.
- 6.3 **Certifying Authority** : - M(Security & Administration) or authorised representatives as delegated by Unit Head of Burn Standard Co. Ltd., Howrah Works as the case may be.
- 6.4 **Income Tax** : - Income Tax will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.

Contd....P/3

- 6.5. **Compliance of Statutory Acts / Rules** : - The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 (b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015 (c) The Employee's State Insurance Act, 1948 (d) The Workmen's Compensation Act, 1923 I The Factories Act, 1948 and (f) The Minimum Wages Act, 1948 and comply with the provisions 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 reason of his default either wishfully or by ignorance.
- 6.6 **Arbitration** : - All questions, disputes or differences whatsoever arising between the BSCL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Managing Director of BSCL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 6.7 **Validity of offer** : - The offer should remain valid for (Ninety) 90 days from the opening date of tender,
- 7 No e- mail / FAX quotation will be accepted.
- 8 Tenderer sending tender by mail will do so, solely on their own risk and BSCL will not be responsible for any loss in transit or postal delay.
- 9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 10 In the event of BSCL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Burn Standard Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such tenderer who may like to be present.
- 11 Tenderer shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at BSCL.
- 12 The tenderer (henceforth shall be called as contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters concerning his field of work.
- 13 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 to take all the measures in respect of compliance of all statutory requirements.
- 14 The contractor shall indemnifies the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.

Contd. P/4

- 15 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.
- 16 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection for the company whenever required.
- 17 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 18 It would be responsibility of the successful contractor to deduct and deposit employee's contribution, employer's contribution of Provident Fund and other related charges as per act and to deposit the same directly to P.F. authority. Similarly ESI contribution will be deposited to the respective ESI authority and due particulars will be furnished to BSCL before releasing of next payment. The BSCL authorities shall entertain no disputes pertaining to deduction and deposit of P.F. as well as ESI, if raised by the employees of the contractors.
- 19 Each and every page of the tender document should be signed by the tenderer and returned with the Techno Commercial Bid as a token of acceptance.

for Burn Standard Company Limited,

**(S. K. Banerjee)
MANAGER (P, C&MM)**

TENDERER'S SIGNATURE :.....
DESIGNATION :.....
DATE :.....
COMMON SEAL

1.0 GENERAL

- 1.1 Successful tenderer shall engage workmen having sufficient experience. Number of manpower is to be decided mutually between BSCL and the contractor. Supervision will be on contractor's account.

2.0 CONTRACTOR'S RESPONSIBILITY

- 2.1 To deploy Gate Attendant / Material Checker at the Gates of the Howrah Works for round the clock duties at Burn Standard Co. Ltd., Howrah Works, Nityadhan Mukherjee Road, Howrah.
- 2.2 Number of manpower to be deployed shall be decided in consultation with BSCL management.
- 2.3 To obtain regular clearance from our Safety Department before starting the job.
- 2.4 Appropriate cleanliness and environmental peace and discipline have to be maintained by the contractor. All outside and local problems have to be tackled by the contractor and BSCL shall not be responsible for these. No one will be allowed to enter the company's premises without having prior permission.

3.0 COMPLIANCE TO THE STATUTORY LAWS & RULES

- 3.1 The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as :-
- a) Contract Labour (Regulation and Abolition) Act 1970 & Contract Rules 1971
 - b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015
 - c) Payment of Gratuity Act 1972
 - d) ESI Act 1948
 - e) Workmen Compensation Act 1923
 - f) Factory Act 1948
 - g) Central Government Minimum Wages Act
 - h) Employees Provident Fund & Misc. Provision Act 1952
 - i) Provisions 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 contractor's default either willfully or by ignorance.

4.0. RATE

- 4.1. **Quoted Rate per day per head will be inclusive of all statutory dues payable to the workmen or the concerned authority but exclusive of holiday wages, if any and shall be based on the prevailing Central Minimum Wages payable to the contract workmen.**

Contd....P/2

4.2. **Variation in rate per day per head due to variation in Central Minimum wages during the contract period will be to BSCL account. Any increase in rate will be reimbursed to contractor against documentary evidence and as decided by BSCL management. However, in case of reduction in rate, contractor will be paid at reduced rate.**

4.3. Service Charge rate and amount is to be indicated in the Price Format.

4.4. GST liability will be borne by BSCL.

5.0. BILLING PROCEDURE & TERMS OF PAYMENT

5.1. Contractor shall submit their bill on monthly basis in quadruplicate by first week of subsequent month.

5.2. Safety Clearance of Job Completion and proof of payment of wages, PF, ESI etc. in respect of contractor's workmen shall accompany the bill.

5.3. 100% of the monthly ordered value along will be paid within 30 days from the date of receipt of contractor's bill duly supported with documents as detailed in Clause 5.2 above by BSCL.

5.4. Payment of total remuneration is to be made as per actual man days worked duly certified by the concerned departmental in-charge.

5.5. Payment towards three National Holidays (26Th January, 15Th August & 2ND October) will be made to contractor on submission of separate bill for the workers who will be found present at least for three days in the week in which the national holiday falls.

5.6. Payment shall be made either by Crossed Account Payee Cheque

6.0. OPTION CLAUSE

6.1. BSCL management reserves the right to increase or decrease the contract period by 25% (Twenty Five percent) during the currency of the contract at the same price and terms & conditions.

7.0. REPEAT ORDER

7.1. BSCL management reserves the right to place repeat order for a period equivalent of 75% of the ordered contract period at the same rate and terms within the currency of the contract and contractor will be bound to accept the repeat order.

8.0. SHORT CLOSURE OF THE ORDER

8.1. BSCL management reserves the right to short close the order by giving one month notice to the contractor without assigning any reason.

9.0. STOPPAGE OF WORK

9.1. Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BSCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

10.0. EXECUTION OF THE CONTRACT

- 10.1. Contractor must not engage any workmen of more than 58 years age at any point of time.
- 10.2. Contractor should produce the medical fitness certificate of each workmen engaged by him from a registered medical practitioner or by doctor authorised by BSCL. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.
- 10.3. New faces shall be engaged only after obtaining prior approval from BSCL management.
- 10.4. Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. BSCL shall not be concerned with these matters in any way.

11.0. CONTRACT PERIOD

- 11.1. Contract shall be valid for one year from the date of the order or from the date mentioned in the order. However, BSCL reserves the right to extend the contract period as per provision mentioned above at the same rate and terms.

12.0. PREFERENCE TO MSME UNITS

- 14.1 Offer from MSME units will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, Govt. of India, Notification No. 503 dated 23.03.2012 and subsequent notifications, if any.

13.0. The BSCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.

14.0. The BSCL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.

15.0. Past performance of the supplier will be taken into consideration at the time of finalizing the order. BSCL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.

16.0. In case the offer is not accepted by BSCL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.

for Burn Standard Company Limited

**(S. K. Banerjee)
Manager (P, C&MM)**

TENDERER'S SIGNATURE :.....
DESIGNATION :.....

DATE :
COMMON SEAL

Annexure – IV

- | | | |
|---|--------------------------|--------------------------|
| | Yes | No. |
| 1. Firm belongs to Micro and Small Enterprise (MSEs)- Please tick (If yes, supporting document is to be furnished) | <input type="checkbox"/> | <input type="checkbox"/> |
| | Yes | No |
| 2. Firm belongs to Micro and Small Enterprise (MSEs) owned by SC/ST - Please tick. (If yes, supporting document is to be furnished) | <input type="checkbox"/> | <input type="checkbox"/> |

PRICE FORMAT

Declaration of the contractor:

We understood the terms and conditions outlined in the tender document and agree to carry out the jobs as per the terms and conditions mentioned there in. We hereby agree to carry out the job on the following rates.

Description	Rate
A) Consolidated Lump Sum remuneration inclusive of all statutory payments i.e. P.F., ESI, Bonus etc. as per the rule (Including employer contribution).	Rate per head per day Rs. 479.53
B) Number of minimum manpower	38 (Thirty Eight)
C) Rate per month considering 26 working days in a month.	
D) Service Charge @on C	
E) Total (C+D)	
F) GST @ on E above	
G) Total Cost per Month (E+F)	
H) Total cost for 12 months	

Note :

1. GST liability will be borne by BSCL
2. Number of manpower to be deployed will be decided by the BSCL management.
3. In case of any reduction in rate per day per head, the reduction will be implemented and contractor will be paid at the reduced rate .

TENDERER'S SIGNATURE :

DESIGNATION :

DATE :

COMMON SEAL