



Government of West Bengal  
Urban Development & M.A. Department  
Office of the Executive Engineer  
Central Mechanical Division  
Nirman Bhawan, Salt Lake, Kolkata-700091

## **Notice Inviting Tender**

**NIT NO.:UDMA/e-NIT/CMD/25(2<sup>nd</sup> call)/2022-23 OF EXECUTIVE ENGINEER , Central Mechanical Division**

**Memo No: 417**

**Dated: 24.03.23**

Notice Inviting Tender in Percentage rate are invited by the Executive Engineer, Central Mechanical Division on behalf of the Governor of West Bengal for the works mentioned below, through electronic tendering (e-Tendering) from eligible and resourceful contractor having sufficient credential and financial capability for execution of works of similar nature **& also have E.S.I & E.P.F. Registration.**

Intending bidders desirous of participating in the tender are to log on to the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

Bidders willing to take part in the process of e-Tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India (viz. NIC, n Code Solution, Safe script, e-Mudhra, TCS, MTNL, IDRBT). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

NIT are to be submitted online and intending bidders are to download the documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of documents. Details of submission procedure are given below under "General terms and conditions and information".

**Name of Work: Engagement of Security Guards at Bagjola Sewage Treatment Plant, Prafulla Kanan, Kestopur by Central Mechanical Division under Urban Development & M.A. Department.**

**Last date & time of submission of bids online is 08.04.23 : 11:00 hrs**

**Amount put to Tender: Rs.28,91,998.00**

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid in percentage if he considers himself eligible and he is in possession of all the documents required.

All information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ, Corrigendum, Technical Spec.etc. and Drawings, if any, shall form part of the tender document.

## **General Terms & Conditions and Information**

### **1.A Description of Bagjola sewage Treatment Plant**

Bagjola Sewage Treatment Plant (BSTP) spreaded over 28.75 acres was constructed to treat domestic sewage generated in Bidhannagar.

B.S.T.P has the following Units. :

1. Primary Clarifier.
2. Bio-filter.
3. Grit chamber/sand pump.
4. Raw water pump House including laboratory.
5. Sludge pump houses.
6. Secondary Clarifier.
7. Digester.
8. Sludge lagoon.
9. Secondary Grit Chamber.
10. Standby lagoon.
11. H.T. substation and L.T. Panel room.
12. Standby Generator.

Above units are fitted with heavy duty motor, transformer VCB, valves, mechanical pipe, structure etc.

Entire premises were illuminated by 400/250/125W. S.V./ LED lamps fitted in pole or structure. Main building & all its units are kept under CCTV surveillance.

### **1.B Scope of Work**

The successful bidder will have to provide total security of the Bagjola Sewerage Treatment Plant premises all through the contract period (365X24) and will have to execute a contract with the under signed for providing security services at their own cost in relevant W.B. Form No. 2911. In the event of any loss/theft due to security lapses, the successful bidder should lodge a F.I.R./G.D. in consultation with EIC to nearest local Police Station and shall have to be compensated by the successful bidder and the amount of loss as may be determined by the Engineer-in-charge (EIC) shall be deducted from the bill of the contractor. The security provider has to ensure total security of the entire Bagjola Sewerage Treatment Plant premises and no lapses in this respect will be accepted.

### **1.C Eligibility to Participate**

1. Bidders must have valid trade license specifically to provide security services without which no bidder will be allowed to participate.
2. Bidders must have valid PAN, GST, ESI, EPF registration in favour of the bidder without which no bidders will be allowed to participate in the bidding process.
3. Bidders must have experience in executing similar type of works (i.e.; providing security services) to any Govt., Semi-Govt., and undertakings **worth not less than Rs. 10, 00,000.00 (Rupees ten lakh) only** for a single work. Photocopy of the credentials issued by the competent authority to be uploaded, duly authenticated by the bidders. All experience must be supported by work order & completion certificate.
4. Bidders not fulfilling eligibility criteria need not to participate and in the event of their participation without being fulfilling the eligibility criteria - their bids will be summarily rejected.

### **1.D Requirement of Security Guards**

There will be 03 (three) shifts in a day, comprising of 8 hours per shift. Shift-wise timing, total number of armed and unarmed guards required for security purpose of the entire complex is furnished in the table below. However, on special occasions number of security guards may vary in shift. Moreover, female security guards are not allowed to be deployed. No extra payment will be made for this.

**N.B.**

**1)All guards to be put on Roster duty and each & everyone should get weekly off. No extra payment will be made for this**

| Sl. No. | Shift Timing |                             | No. of Security guards required<br>per Shift |                            | Total | Remarks  |
|---------|--------------|-----------------------------|--|----------------------------|-------|--|
|         | From         | To                          | Unarmed but with<br>Lathi                    | Armed with<br>Licensed Gun |       |  |
| 1       | 2            | 3                           | 4  | 5                          | 6     | 7  |
| 1.      | 6.00 Hrs     | 14.00 Hrs                   | 4  | -----                      | 4     | 01(one)<br>Supervisor is to<br>be posted at<br>site from 10.00<br>Hrs to 18.00 Hrs |
| 2.      | 14.00 Hrs    | 22.00 Hrs                   | 4  | -----                      | 4     |  |
| 3.      | 22.00 Hrs    | 6.00 Hrs on<br>the next day | 6  | -----                      | 6     |  |

**1.E Arrival and Departure of Security Guards for Duty**

All the security guards for any specific shift have to report before 10 minutes of the schedule duty hours. In the event of non-arrival of any security guard in the next shift in time, the existing security guard will have to continue the shift duty without any extra cost.

**1.F Recording of Attendance**

Most of the areas of Bagjola Sewerage Treatment Plant premises are under CCTV surveillance.

All the security guards will have to record their attendance in the Register.

**1.G Change of Security Guards& weekly Off**

**All the security guards will have to be changed in every 03 (three) months by the service provider.** No security guard will be allowed to perform duty beyond 03 (three) months from the date of their joining. If performance of any security guard is found to be unsatisfactory as per decision of the Engineer-in-charge (EIC), service provider will have to change the security guard(s), immediately, upon getting instruction from the Engineer-in-charge (EIC).Weekly off must be provided to all deployed guards & supervisor. **To provide weekly off the deployment of guard for Sunday Morning & Afternoon shifts will be only 03 instead of 04 & Supervisor need not deploy on Sunday.**

**1.H Penal Clause**

Early departure of the security guards before closure of the shift and late arrival of the security guards will not be accepted at all. Early departure will be determined if a security guard leaves before 10 minutes of the schedule departure time and, similarly, late arrival shall be determined if a security guard arrives 10 minutes later than the schedule reporting time.

If a security guard is absent from duty without having a substitute in any shift, he will be treated as absent and no payment is admissible for that.

If a security guard is found to be absent for a continuous 3 (three) days without substitute, in that case that particular security guard will not be allowed to perform any duty thereafter, being his performance very poor.

If all the security guards remain absent for a particular shift in that case double recovery will be made from the bill of the service provider.

Under the circumstances stated above, it must be clearly understood by the bidders that under no circumstances security matters of the Bagjola Sewerage Treatment Plant premises will be compromised and total security during the contract period (365X24)of the premises has to be ensured by the successful bidder.

**2. Site inspection before submission of Tender:**

Before submitting any tender, the intending bidders should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site

and taking into consideration all factors and difficulties of work. The intending quotationers may contact the office of the Executive Engineer, Central Mechanical Division between 11.30 hours to 16.30 hours on any working day prior to date of submission of quotations.

### 3. Submission of NIT

#### 3.1 General process of submission

Participants are to be submitted online through the website stated above. All the documents uploaded by the NIT Inviting Authority form an integral part of the contract. Participants are required to upload all the documents along with the other documents, as asked for in the NIT, through the above website within the stipulated date and time as given in the NIT. Participants are to be submitted in two folders for the work, First one Technical Proposal and second proposal i.e. Financial Proposal. The Participant shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items individually in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Participants should specially take note of all the addendum/corrigendum related to the NIT and upload the latest documents as part of the NIT.

#### 3.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised format in two covers (folders).

##### 1) **Technical File (Statutory Cover) containing,**

- i. **Application for NIT** (Vide Form-1&2) (to be submitted in “Forms” folder)
- ii. **Tender Form No.2911(ii)** (to be submitted in “2911” folder)
- iii. **Notice Inviting Tender (NIT)** (to be submitted in “NIT” folder)
- iv. **E.S.I. P.F & others in PDF formatted** to be submitted in “Forms” folder
- v. **Addenda / Corrigenda** : If published.

**Note:** Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Bidders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.

##### 2) **Earnest Money Deposit (EMD)**

**Earnest money : Rs.57,840.00 (Rupees fifty seven thousand eight hundred forty only )** in favour of Undersigned payable at “Kolkata” **to be deposited as directed below.**

##### **Earnest Money Deposit (EMD) Procedure:**

Traditional procedure of depositing EMD through off-line instruments like Bank Draft, Payorder, Bankers Cheque etc. has been completely dispensed with for all e-tenders/e-procurements of the State Government, w.e.f. 1<sup>st</sup> September, 2016. Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated in the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT

##### **A. Login by bidder:**

- a. A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password by using valid DSC.
- b. He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payments modes:

10) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;

- ii. RTGS/NEFT in case of off-line payment through bank accounts in any Bank approved by RBI

in India.

**B. EMD payment procedure:**

**a. Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

- i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD against unique codes for identification of the tendering authority.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

**b. Payment through RTGS/NEFT:**

- i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a prefilled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii. Once payment is made, the bank would provide an “**UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv. If verification is successful, the fund get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD.

10) Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-tender.

10) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's account.

**Note: EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission. Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of online submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.**

**C. Refund/Settlement Process for EMD:**

- i. After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the EMD on-line transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the Tender Inviting

Authority.

10) As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer to Government Receipt under Public Accounts through GRIPS where under the security deposit will also be collected in connection with the work.

10) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.

10) If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority

**Note: NIT will be summarily rejected if any item in the Statutory Cover is missing.**

**B. My Document (Non-Statutory Cover) containing,**

**1) Certificates**

i) Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.

ii) GST Registration Certificate

**ii. Company Details**

1) Registered Deed for Partnership Firm / Consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Todi Mansion, the applicant is to submit an affidavit in Non-Judicial Stamp Paper along with the application pledging that *“the registration certificate of the Consortium / Partnership Firm would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest.”* In case of inordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the *Consortium / Partnership Firm* should also be registered from the Office at Todi Mansion, Kolkata, prior to the date of application of tender otherwise his application will be rejected.

**Note: An affidavit regarding authorized user of DSC for Consortiums and a declaration regarding such authorization for Limited Companies is to be submitted.**

2. Trade Licence for Proprietorship Firms.

3. Memorandum of Articles for Limited Companies.

4. Society Registration and Bye-Laws for Cooperative Societies.

**iii. Credential**

Requisite credentials as asked to be submitted under Statutory Cover above.

iv. **Others:** Relevant workman & supervisory Electrical licence.

**Note: Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.**

**3.3 Financial Proposal**

The financial proposal should contain the following document in one cover (Folder). **Please note that financial proposal will be opened for those who are qualified in Technical proposal.**

**Bill of Quantities (BoQ):**

The contractor is to quote the rate in percentage online through computer in the space marked for quoting percentage in the BOQ. *(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).*

**4. Submission of original copies of documents of Earnest Money Deposit**

i. **Not required.**

**5) Completion Certificate**

- i) Completion Certificates for fully (100%) completed works of amount put to tender during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.
- ii. Completion Certificate of work executed in Irrigation & Waterways Department will be considered. Completion Certificate of works executed in other Departments of Central or State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infra-structure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. May also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations. Such certificates are further to be countersigned by immediate superior authority of the Issuing Authority for all cases other than direct State / Central Government Departments and Railways.

### 5.1) Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection

**N.B.** The inviting authority has sole power to cancel summarily the NIQ/NIT at any stage without given any reason under any unavoidable circumstance.

## 6. Opening and evaluation of tender

### 6.1 Uploading of summary list of technically qualified tenderers

- i) Pursuant to scrutiny and decision of the Tender inviting authority the summary list of eligible tenderers for the work whose Technical & Financial Proposals will be considered will be uploaded in the web portals.
- ii. While evaluation, the under signed may summon of the tenderers and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

### 6.2 Opening of Technical Proposal

- i) Technical proposals will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii.) Intending tenderers may remain present if they so desire.
- iii) Cover (Folder) for Statutory Documents (vide Clause 3.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 3.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and Processed Committee.

### 6.3 Opening and evaluation of Financial Proposal

- i) Financial proposals of the tenderers declared technically eligible by the Tender inviting authority will be opened electronically from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded.
- iv. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the concerned Executive

Engineer, instruct to upload the final summary result containing the name of contractors and the rates quoted by them again to each item after acceptance of the rate.

- v) However, if there is any scope for lowering down of rates in the opinion of the Tender Accepting Authority, all the tenderers will be notified through the website to attend sealed bids to be followed by open bids to be held at the office of the Tender Accepting Authority in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.
- vi) After holding such bids, final result after acceptance of the rate by the Tender Accepting Authority would have to be uploaded in the web portal.
- vii) The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- viii) A.O.C will be given after getting necessary Administrative approval / Financial sanction from the Department.

**7. Bid Validity**

The Bid will be valid for 120 days from the date of opening of the financial bid

**8. Acceptance of Tender**

Lowest valid rates should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

**8.1 Tender Accepting Authority**

Executive Engineer, Central Mechanical Division .U.D. & M.A. Department, Govt. of W.B. as per existing rule.

**8.2 Execution of Formal tender after acceptance of tender**

The tenderers, whose tender is approved for acceptance, shall within 15 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in quadruplicate copies of W.B.F.No 2911(ii) which may be purchased on cash payment/in payment modes prescribed in Clause 4 (i) from the office of the Executive Engineer concerned with the work.

**9. Return of Earnest Money of the unsuccessful tenderer(s)**

Described above.

**10. Payment**

The Payment of RA as well as final bill for any work will be made according to the availability of fund and no claim for delaying payment will be entertained.

**11. Withdrawal of Tender**

If any tenderer found lowest after opening of the financial bids withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a minimum period of one year. All cases in which the Tender Accepting Authority has reason to doubt the bonafide of such withdrawal should be reported to the Chief Engineer concerned in all details for issuance of such disqualification orders by the said Chief Engineer, under intimation to the other Chief Engineers, e-Tendering Cell and also this Department. Copy of such Order should invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

**12. Schedule of Dates for e-Tendering**

| Sl.No. | Activity                     | Date & Time          |
|--------|------------------------------|----------------------|
| 1.     | Publishing Date              | 24.03.23 : 18:00 hrs |
| 2.     | Document Download start date | 25.03.23 : 11:00 hrs |
| 3.     | Bid submission start date    | 25.03.23 : 11:00 hrs |
| 4.     | Document Download end date   | 08.04.23 : 11:00 hrs |
| 5.     | Bid submission end date      | 08.04.23 : 11:00 hrs |
| 6.     | Pre-Bid meeting date         | NA                   |
| 7.     | Technical Bid opening date   | 10.04.23 : 11:00 hrs |
| 8.     | Financial Bid opening date   | To be notified later |



## **Additional Terms & Conditions**

1. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Sub-Divisional Officer and the Sub-Assistant Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the tender including the right to distribute the work between two or amongst more than two bidders will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970, and (b) Minimum Wages Act, 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time. Minimum wages act should be strictly followed by the service provider.
4. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
5. The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike, etc.
6. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original Challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
7. Cess @ 1% of the cost of construction works shall be deducted from the Gross Value of the Bill in terms of Finance Department Order No.853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region concerned.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. GST/Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
10. All working tools and plants, scaffolding, construction of vats and platforms will have to be arranged by the contractor at his own cost.

### **Terms & Condition**

1. Protection of Bagjola Sewage Treatment Plant including all properties against theft, pilferage, loss and sabotage round the clock. **Full set of guards to be replaced every after three months.**
2. Guarding the entry and exit points to the premises or at vulnerable points as desired by the Engineer-in-charge for ensuring security of the Plant as well as to control movement of workers/ Staff deployed by various agencies or Department. No Visitors/ Outsiders are allowed except permitted by EIC.
3. Any unknown person/new person/vehicle is not authorized to enter the Plant & may be allowed only by showing the proper gate pass issued the Engineer-in-charge .
4. To check the incoming and outgoing Plant-store materials and also to allow the movement of such materials through the gates stipulated by the Engineer-in-charge/concern S.D.O., verification of materials against valid/authorized gate pass/challan/documents is to be made by the Agency. Maintenance of vehicle movement register duly authenticated by the concern S.D.O or his authorized representative with detail entry at the own cost of the agency and in case of any requirement the said register is liable to be produced to the concern S.D.O or his authorized representative.
5. To ensure effective protection within the entire premises as described above, patrolling is to be performed vigorously, for the entire complex & Buildings. Attendance of deployed guards are to be maintained in the installed bio-metric attendance system at BSTP/ Register.
6. Restraining of entry of unauthorized person to the Plant is the entire responsibility of the agency and any untoward incident, if arises, for such unauthorized entry, the agency will be liable. In case of failure in

performing the duty from the part of the agency the Engineer-in-charge will reserve the right to take any suitable action/penalty as deem fit and decision in this respect of the Engineer-in-charge is final.

7. The agency will be entirely responsible for ensuring round the clock manning for guarding at every entry/exit point of the entire premise including roster patrolling thereof as directed by the Engineer-incharge in special/abnormal cases.

8. Disqualification of any guard will bar him to be engaged for duty.

9. Disqualification of a guard, if reported, will be summarily effected, on the following grounds:- i) If any guard is found sleeping in the night shift on duty.

ii) If a guard is not found in his duty location or found to be engaged in gossiping with outsiders during duty hours.

iii) If any complaint is lodged against a particular guard for immoral/illegal/irresponsible activities.

10. Security personnel to be deployed by the agency should be trained having sound physical condition with capacity for performing such duties and experience of similar duty for at least 2(two) years. Security personnel should be courteous, humble, competent, alert, tactful having good moral character to perform the duty satisfactorily in the interest of the security of the Plant. They are to deal with the unauthorized entry finally and with the authorized persons gently without causing harassment to the Govt. employees & staffs deployed by working agency.

11. The agency will have to provide proper uniform, badges with photograph showing identity of each security guard including providing all requisites for performing security guarding viz. operating torch, battens for guarding, Bell/Gong (for hourly sounding at night from 11.00 pm. Onward) whistle and rain coat, gum boot in the rainy season at his own cost. The agency should provide a chair at each gate. If the agency fails to provide the appropriate requisites as cited, immediate penalty including treating the person as absent as deem fit by the Engineer-in-charge/concern S.D.O., for violation of contract including hindering the proper guarding will be imposed and the same will be recovered from the monthly bill of the agency forthwith. The extent of penalty for this failure as fixed by the Engineer-in-charge is final and binding.

12. List of security personnel to be deployed by the agency monthly with the provision of **three shift duties** to be furnished by the agency well ahead to the S.D.O. before their deployment for fixing responsibility during their incumbency of guarding.

13. No person other than enlisted persons are authorized to be deployed. In special case, the agency should have to obtain prior concurrences from the Engineer-in-charge.

14. For verification of attendance of security personnel daily, the agency is liable for submission of duty chart including their location of assignment every day in the morning to his authorized representative, failing which they will be treated as absent for that day and no payment will be made for the day.

15. The Department reserves the right to ban the engagement of any or all security personnel for any act prejudicial to the interest of the Government.

16. The agency shall be responsible for paying the security guards deployed as per minimum wages Act and should not violate the provision as contained in various enactments viz. Contract labour (Regulation & Abolition Act) Industrial Dispute Act, payment of wages Act and all other relevant acts in force.

17. The Department will not compensate for any overtime duties performed and no extra claim will be entertained on the account. The agency must arrange suitable reliever for any guard to be relieved for physical/natural needs.

18. The successful quotationers are liable to execute and maintain personal insurance of the security guards to be deployed.

19. The Department shall not be responsible in any way for employment of the security personnel engaged by the agency on termination of the contract made with him.

20. The agency shall have to maintain First Aid & Medical facilities for his security personnel during the contract at his own cost and arrangements. Department will not be bear any cost on this purpose as well as not be responsible for any eventuality to the security personnel.

21. The agency is not permitted to sublet or assign any portion/entire portion/of the contract to any other person/firm and in that case his contract made with the Engineer-in-charge is liable to be cancelled.

22. The contractor is liable for indemnity of the department/residents against losses or damages caused to the departmental/residential properties on account of any involvement by way of reluctant laxity / unauthorized absence/any lapse detrimental to the security aspect of the security personnel deployed by the agency. The decision of the Engineer-in-charge in this respect is final and binding.

23. The agency will also be responsible for any dispute arises among the security guards. The contractor shall always keep the department indemnify and harmless against all damages and claims causing there

from.

24. The Department reserves the right to recover part or whole of any outstanding claim of the department against the contractor from the security money or any outstanding bill.

25. The contract will be made for a period of 12 (Twelve) month and rates quoted should be valid taking all aspect for the said period. No escalation will be entertained beyond the accepted rate.

26. The nos. of security personnel to be required is provisional and may be changed as per requirement of the department with a prior notice of 15(fifteen) days. Any claim for discarding additional personnel deployed due to actual requirement of department on modified conditions for the overall interest of the department will not be entertained.

27. The entire security deposit fee off will be refunded to the contractor on successful completion of contract period & as per contract subject to the availability of fund.

Sd/-  
Executive Engineer  
Central Mechanical Division

**Memo No. 417 /3**

**Date: 24.03.23**

Copy submitted for favour of kind information and necessary action to the:-

- 1) Additional Secretary, U.D & M.A. Deptt. Nagarayan Bhawan, Kolkata – 700091
- 2) Special Engineer, Salt Lake Recl. & Dev. Circle, Nirman Bhawan, Kolkata – 700091
- 3) Chief Engineering Advisor, U.D Deptt.(Salt Lake Project), Nirman Bhawan, Kolkata – 700091

Sd/-  
Executive Engineer  
Central Mechanical Division

**Memo No.: 417/3 /8**

**Date: 24.03.23**

Copy forwarded for information to the

- 1) Executive Engineer, B.M.S Division, Nirman Bhawan, Kol-91
- 2) Executive Engineer, Salt Lake Construction Division, Nirman Bhawan, Kol – 91
- 3) Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Kol – 91
- 4) S.D.O/ Salt Lake Mechanical Sub-Division, Nirman Bhawan, Kol – 91
- 5) S.D.O/ Salt Lake Electrical Sub-Division, Nirman Bhawan, Kol – 91
- 6) Divisional Accounts officer, Central Mechanical Division, Nirman Bhawan, Kol– 91
- 7) Spl. Secretary(IT/e-Gov. Cell)U.D.& M.A. Department, Nagaryan Bhawan, Kol– 91
- 8) Notice Board, Central Mechanical Division, Nirman Bhawan, Kol– 91

Sd/-  
Executive Engineer Central  
Mechanical Division

**FORM – 1**

**APPLICATION FOR TENDER**

To  
The Executive Engineer  
Central Mechanical Division  
Nirman Bhawan, 1<sup>st</sup> Floor  
Kolkata-700091

NIT NO. & Sl. : \_\_\_\_\_  
Name of work : \_\_\_\_\_

Dear Sir,

Having examined the Statutory, Non statutory & NIQ documents, I/We hereby like to state that I/We wilfully accept all your conditions and offer to execute the works as per NITNo.-----  
---.Stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids for  
and on behalf of (Name of Firm): \_\_\_\_\_  
(In BLOCK CAPITALS or typed)

Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.(s) (Office): \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E mail ID \_\_\_\_\_

**FORM – 2**

**Declaration against Common Interest**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of \_\_\_\_\_ bidding against **NIT** No.\_\_\_\_ do not have any common interest either as a partner on any Partnership Firm / Consortium as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date:

\_\_\_\_\_  
Signature of bidder