



Government of West Bengal  
Urban Development & M.A. Department  
Office of the Executive Engineer  
Central Mechanical Division  
Nirman (Sech ) Bhawan (1<sup>st</sup> Floor),  
Salt Lake City, Kolkata – 700091.

Memo No.: – 2833

Dated :- 12.11.2018

**NIQ NO.:UD/e-NIQ/CMD/14/2018-19 OF EXECUTIVE ENGINEER , Central Mechanical Division.**

Separate quotations are invited by the **Executive Engineer, Central Mechanical Division** on behalf of the Governor of West Bengal through electronic quotationing (e-Quotationing) for the works mentioned in the list given below from eligible and resourceful contractors having sufficient credential and financial capability for execution of works of similar nature.

Intending bidders desirous of participating in the quotation are to log on to the website [www.wburbandev.gov.in](http://www.wburbandev.gov.in) (the web portal of the Urban Development Department) and click on to the "e-procurement" link provided. They may also visit the website <https://wbtenders.gov.in> for the quotation.

Bidders willing to take part in the process of e-Quotationing are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India (viz. NIC, nCode Solution, Safescrypt, 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. Quotations are to be submitted online and intending bidders are to download the quotation documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of quotation documents. Details of submission procedure are given hereinafter under "General Terms and Conditions and Information".

**Name of Work :- Annual Deployment of Security Guards at Subhanna under Urban Development & Municipal Affairs Department.**

**Last date & time of submission of bids online is 27.11.2018: 1400 hrs.**

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

All information posted on the website consisting of NIQ and related documents, BoQ, Corrigendum etc. and Drawings, if any, shall form part of the quotation document.

**N.B:- Rate should be Quotated by the Bidder in the BoQ is only for the service charge for deployment of nine guards daily in three shifts annually .However Security charges has to be claimed separately as per minimum wages plus Employees Provident Fund (EPF 12%), EDLI( 0.5%),Employees State Insurance (ESI 4.75% ) and bonus (8.33%)only as per Govt. Rule. Security charge is not fixed but depend on the minimum wages and also not depend on the bidding value. Now Service Charges means all the charges(issue of Dress, shoe, Torch, I-card etc.) including Service Tax ,Professional Tax , and any Other Charges including contractors profit has to be quoted in the BOQ. Minimum rates of wages is variable and should be followed in the Circular(s) issued by the Labour Department , Govt. of W.B. time to time for the entire agreement period i.e.365days.. Bidders must strictly adhere to Memorandum no 3687-F(Y) dt 02.05.2012 &3790-F(Y) dt.21.07.2014 issued by the Finance Department, Govt. of W.B. GST will be provided extra @12% on total value i.e. security charge plus service charge.**

## General Terms & Conditions and Information

### 1.A Description of SUBHANNA

SUBHANNA is a G+XII building situated at DF-09 Salt Lake Kolkata-64 to accommodate various state Govt. Offices. Its first to fourth floor will have car parking & rest floor will have office accommodation including cafeteria, conference hall, elevator machine room e.t.c

### 1.B Scope of Work

The successful bidder will have to provide total security of the Subhanna premises all through the contractual 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 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 running account bill of the successful bidder. The security provider has to ensure total security of the entire stated 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. 5, 00,000.00 (Rupees five lakh) only** for a single work. Photocopy of the credentials issued by the competent authority to be uploaded, duly authenticated by the bidders.
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 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. Moreover, female security guards are not allowed to be deployed.

Sl. No.	Shift Timing		No. of Security guards required per Shift		Total	Remarks
	From	To	Unarmed	Armed with Licensed Gun		
1	2	3	4	5	6	7
1.	6.00 Hrs	14.00 Hrs	3	-----	3	
2.	14.00 Hrs	22.00 Hrs	3	-----	3	
3.	22.00 Hrs	6.00 Hrs on the next day	3	Nil	3	

#### N.B.

- 1) Each shift will have maximum 03 nos. Security guard.
- 2) All guards to be put on Roster duty and each & everyone should get weekly off.

### **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**

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

### **1.G Change of Security Guards**

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).

### **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 stated premises will be compromised and total security during the contractual period (365X24) of the premises has to be ensured by the successful bidder.

## **2. Submission of Quotations:**

### **2.1 General process of submission:**

Bids are to be submitted online through the website stated above. Bidders are required all the quotation documents along with the other documents, as asked for in the quotation, through the above website within the stipulated date and time as given in the Quotation. Bids are to be submitted in two folders at a time for each work, one is **Technical Proposal** and the other is **Financial Proposal**. The bidder 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 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). Bidders should specially take note of all the addendum / corrigendum related to the quotation and upload the latest documents as part of the quotation.

### **2.2 Technical Proposal:**

The Technical Proposal should contain duly stamped and signed scanned copies and/or declarations in the following standardized formats in two covers (folders).

#### **A. Technical File (Statutory Cover) containing,**

- i. **Application for Quotation** (Vide Form-1) (to be submitted in "Forms" folder)
- ii. **Notice Inviting Quotation (NIQ)** (to be submitted in "NIT" folder)
- iii. **Declaration of not having common interest in the NIQ** (Vide Form-2) (to be submitted in "Forms" folder).
- iv. **Tender Form No.2911(ii)** (to be submitted in "2911" folder).
- v. **ESI & EPF certificate** (to be submitted in "Certificate" folder)
- vi. **Earnest Money Deposit (EMD)**

**Rupees twenty thousand only towards EMD**, in favour of the Executive Engineer Central Mechanical Division has to be submitted as EMD as per the procedure given 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:
  - i. 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.
- v. 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.
- vi. 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.

v. 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.

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

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

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

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

2. GST Registration Certificate

3. Income Tax Return for the last year.

4. Registration certificate of Employees' Provident Fund & Employees' State Insurance Corporation.

5. Licence to engage in the business of Private Security Agency valid up to the date of opening of the Quotations. Licence issued from Joint Secretary, Home Department, Govt. Of West Bengal.

6. Valid Trade Licence of running business.

7. Audited Balance sheet for the last year.

**ii. Credential Certificate**

Scanned copy of work credential issued in favour of the Agency

1. Registered Deed for Partnership Firm 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 the appropriate authority, the applicant is to submit an affidavit in Non-Judicial Stamp Paper along with the application pledging that "the registration certificate of the Partnership Firm would be submitted to the Quotation Inviting Authority before the Quotation Accepting, 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 Partnership Firm should be registered from the Office at Todi Mansion, Kolkata prior to the date of application of quotation otherwise his application will be rejected.

**Note:** An affidavit regarding authorized user of DSC for 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.

iii. **Company Details** (for Cooperative Societies only) 1. Society Registration Certificate from ARCS and Bye Laws.

2. Any other documents showing having names and signatures of latest elected office bearers.

iv. **Addenda / Corrigenda:** If published  
(name of file should be "**corrigendum.pdf**")

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

v. **Others:** Any other documents found necessary.

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

### 2.3 Financial Proposal:

The financial proposal should contain the following document in one cover (Folder).

i. **Bill of Quantities (BoQ):**

ii. Rate should be Quoted by the Bidder in the BoQ is only for the service charge for deployment of nine guards daily in three shifts annually .However Security charges has to be claimed separately as per minimum wages plus Employees Provident Fund (EPF 12%), EDLI( 0.5%),Employees State Insurance (ESI 4.75% ) and bonus (8.33%)only as per Govt. Rule. Now Service Charges means all the charges(issue of Dress, shoe, Torch, I-card etc.) including Service Tax ,Professional Tax , and any Other Charges including contractors profit has to be quoted in the BOQ. Minimum rates of wages is variable and should be followed in the Circular(s) issued by the Labour Department , Govt. of W.B. time to time for the entire agreement period i.e.365days.. Bidders must strictly adhere to Memorandum no 3687-F(Y) dt 02.05.2012 &3790-F(Y) dt.21.07.2014 issued by the Finance Department, Govt. of W.B. GST will be provided extra @12% on total value i.e. security charge plus service charge. The contractor is to quote the item rate monthly for only service charges in the BoQ online through computer in the space marked for quoting rate in the BoQ. (Only downloaded copies of the above documents are to be uploaded by the contractor).

### 3. Submission of original copies of documents of Earnest Money Deposit:

Bidders need not to submit any proof regarding EMD electronically.

### 4. Credential Certificate:

i. Completion Certificates for fully (100%) completed works of Rs. 5 Lac or more in a single work during the current year and last five financial years will only be accepted as credential.

ii. Credential Certificates should clearly show the Name, Address, Contact No. Of the Office and Designation of the Officer issuing the work credential along with the name of work and the amount put to quotation. Illegible certificates and certificates having incomplete information may be rejected.

iii. Completion Certificate of work executed in the government/Autonomous/PSU Organisation in past 5 years.

### 5. Eligibility Criteria:

i. Eligibility of agency based on works credential stated in 1.C

### 6. Penalty for suppression / distortion of facts:

If any quotationer fails to produce the original hard copies of the documents, or any other documents on demand of the Quotation Evaluation Authority within a specified timeframe or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Quotation Evaluation Authority upon suggesting suitable punitive measures will bring the matter to the notice of the Superintending Engineer / Chief Engineer as the case may be, and the bidder may be suspended from participating in the quotations on e-Quotation platform of UDD as per approval of the Chief Engineer for a maximum period 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Government. The Chief Engineer will issue the necessary orders with intimation to the agency and the Department. Besides, the UDD may take appropriate legal action against such defaulting quotationer.

### 7. Taxes & duties to be borne by the Contractor:

Income Tax, GST, Sales Tax, Royalty, Construction Workers' Welfare Cess Service Tax , GST and similar other statutory levy / cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

### 8. Site inspection before submission of quotation:

Before submitting any quotation, the intending quotationers 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.

## **9. Conditional and incomplete quotation:**

Conditional and incomplete quotations are liable to summary rejection.

## **10. Opening and evaluation of quotation:**

### **10.1 Opening of Technical Proposal**

i. Technical proposals will be opened by the Quotation Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.

ii. Intending quotationers may remain present if they so desire.

iii. Cover (Folder) for Statutory Documents (vide Clause 2.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 2.2.B) will be opened. If there is any deficiency in the Statutory Documents, the quotation will summarily be rejected.

iv. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Quotation Evaluation Authority.

### **10.2 Quotation Evaluation Authority (QEA)**

Quotation evaluate authority forwarded to the competent authority for acceptance as per department's rule.

### **10.3 Uploading of summary list of technically qualified quotations (1<sup>st</sup> Round)**

i. Pursuant to scrutiny and decision of the Quotation Evaluation Authority (QEA) after Technical Bid Evaluation, the summary list of eligible bidders qualified through Quotation Evaluation for a particular work whose Financial Proposals will be considered will be uploaded in the web portals.

ii. While evaluation, the Authority may summon of the bidders 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.

### **10.4 Provision for appeal and its disposal**

i. Intending bidder not satisfied with the decision of the Quotation Evaluation Authority (QEA) regarding his own bid, may prefer an appeal to the immediate Superior Officer, i.e. Special Engineer of the Salt Lake project Under UDD in writing (through Facsimile / Email or Speed Post) within two working days after the date of uploading of the summary list of the successful technically qualified bidders. Copy of such appeal should also be sent to the Quotation Inviting Authority.

ii. The Appellate Authority of the UDD will dispose such appeals by hearing the aggrieved bidders as well as consulting the Quotation Evaluation Authority (QEA) within next three working days and the bidder will be communicated accordingly.

iii. Appeal regarding bid submitted by other bidders will not be entertained by the Appellate Authority under this clause.

### **10.5 Final publication of summary list of technically qualified quotation**

In case, the Appellate Authority asks the Quotation Evaluation Authority to consider quotation of any of the aggrieved quotationers, who may have preferred appeal, the process of uploading of qualified quotationers will be re-done. Date of opening of financial bid is to be intimated after publication of the final list of technically qualified quotationers.

### **10.6 Opening and evaluation of Financial Proposal**

i. Financial proposals of the quotationers declared technically eligible by the Quotation Evaluation Authority (QEA) will be opened electronically by the Quotation Evaluation Authority (QEA) from the web portal stated above on the prescribed date.

ii. Intending bidders may remain present if they so desire.

iii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

iv. 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.

v. If the Quotation Evaluation Authority (QEA) 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 test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the Executive Engineer, as the Quotation Inviting Authority, upload the final summary result containing the name of bidders and the rates quoted by them against each work after acceptance of the rate.

vi. However, if there is any scope for lowering down of rates in the opinion of the Quotation Evaluation Authority (QEA), all the bidders will be notified through the website to attend sealed bids to be followed by open bids to be held at the office of the Quotation Accepting Authority (in this case same as Quotation Evaluation Authority) in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.

vii. After holding such bids, final result after acceptance of the rate by the Quotation Accepting Authority would have to be uploaded in the web portal.

viii. The Quotation Evaluation Authority (QEA) may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

#### **11. Bid Validity:**

The Bid will be valid for 90 days from the date of opening of the Financial Bid.

**12. Acceptance of Quotation:** Quotation evaluating authority will recommended & forwarded the lowest rate to the competent authority for acceptance. Lowest valid rate should normally be accepted. However, the Quotation Accepting Authority does not bind himself to do so and reserves the right to reject any or all the quotations, for valid reasons and also reserves the right to distribute the work amongst more than one quotationer.

#### **12.1 Quotation Accepting Authority**

As per prevalent orders of the UDD Quotation Accepting Authority for different quotation is Special Engineer Salt Lake Reclamation & Development Circle.

#### **12.2 Execution of Formal Agreement after acceptance of quotation**

The bidder, whose bid is approved for acceptance, shall within 7 (Seven) days of the receipt of Letter of Acceptance (LoA) to him, will have to execute 'Formal Agreement' (original & duplicate) with the Quotation inviting Authority in W.B.F. No.- 2911(ii) as per rule with necessary EMD if any. Necessary document will have to be obtained by cash payment in the office of the Executive Engineer, Central Mechanical Division within 7(Seven) days from the date of receipt of the intimation of acceptance of his quotation failing which the security Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the Quotation shall automatically stand cancelled.

#### **13. Return of Earnest Money of the unsuccessful quotationer(s):**

For return of the Earnest Money of the unsuccessful quotationer(s), the procedure already described.

#### **14. 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 to delay in payment will be entertained.

#### **15. Withdrawal of Bids:**

Withdrawal of bid, once the bid has been submitted online and has been accepted for further bid processing, is not allowed.

#### **16. Schedule of Dates for e-Tendering**

Sl. No.	Activity	Date & Time
1.	Publishing Date	12.11.2018 : 1800 hrs
2.	Document Download start date	12.11.2018 : 1800 hrs
3.	Bid submission start date	12.11.2018 : 1800 hrs
4.	Document Download end date	27.11.2018: 1400 hrs
5.	Bid submission end date	27.11.2018: 1400 hrs
6.	Technical proposal opening date	29.11.2018: 1400 hrs
7.	Uploading of preliminary list of qualified bidders	To be notified later
8.	Uploading of final list of Technically qualified bidders	To be notified later
9.	Financial Bid opening date	To be notified later
10.	Uploading of Financial Bid evaluation sheet	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 quotation 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 quotation accepting authority reserves the right to reject any or all quotations without assigning any reason whatsoever, and he will not be bound to accept either the lowest quotation or any of the quotations.
3. The acceptance of the quotation including the right to distribute the work between two or amongst more than two bidders will rest with the Quotation inviting authority without assigning reason thereof.
4. The quotationers will have to, if so desired by the quotation accepting authority, submit his analysis to justify the rate quoted by him.
5. 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.
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. The Security Agency shall submit proof of deposit of ESI and EPF within 15 (fifteen) days from disbursement of wages in every month. The proof of disbursement of wages sheet to the security personnel shall also have to submit before forwarding the payment recommendation. In case of failure the payment of wages for the next month shall be with held.
9. The quantities of different items of work mentioned in the BOQ or in Work Order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items.
10. Income tax, Sales tax/Vat, Royalty and all other incidental charges will have to be borne by the contractor as per existing rule.
18. Quotationers who will resort to canvassing is liable to be rejected.
19. Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and shall be binding on the contractor.

### **Terms & Condition**

1. Protection of Subhanna 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 building & may be allowed only by showing the proper gate pass issued the Engineer-in-charge .
4. To check the incoming and outgoing building 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 a register to be kept in Subhanna.

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-in-charge 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 free off interest will be refunded to the contractor on successful completion of contract period subject to the availability of fund.

Executive Engineer  
Central Mechanical Division  
Nirman Bhawan, (1<sup>st</sup> floor), Salt Lake.

**Memo No.: – 2833 (10)**

**Dated :- 12.11.2018.**

Copy forwarded for information & necessary action to:

- 1) The Joint Secretary U.D.& M.A. Department Nagaryan Salt Lake, Kolkata-91.
- 2) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Kolkata-91.
- 3) The Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Salt Lake, Kolkata-91.
- 4) The Executive Engineer, Bidhannagar Municipal Services Division, Nirman Bhawan, Kol-91.
- 5) The Executive Engineer, Salt Lake Construction Division, Nirman Bhawan, Kolkata-91.
- 6) The Executive Engineer, Metropolitan Drainage Mechanical Division, 4<sup>th</sup> floor, Jalasampad Bhawan, Kolkata.
- 7) The S.D.O., Salt Lake Mechanical Sub-Division, Nirman Bhawan, Kolkata-91.
- 8) The S.D.O., Salt Lake Electrical Sub-Division, Nirman Bhawan, Kolkata-91.
- 9) Office Notice Board, Central Mechanical Division, Nirman Bhawan, Kol-91.
- 10) The Divisional Accounts Officer, Central Mechanical Division, Nirman Bhawan, Kol-91.
- ✓ 11) Computer Cell, Nagarayan Bhawan, for publication in deptt. Website.

Executive Engineer  
Central Mechanical Division  
Nirman Bhawan, (1<sup>st</sup> floor), Salt Lake.

FORM - 1

APPLICATION FOR TENDER

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

NIQ NO.

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 NIQ No. ----- 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 \_\_\_\_\_ 201\_\_

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 NIQ 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

**Signature valid**

Digitally signed by ABHINAV PAL  
CHAUDHURI  
Date: 2018.11.12 12:40:40 IST  
Location: West Bengal