



## NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority under Government of West Bengal)

Plot No: DG-13, Action Area- ID, Biswa Bangla Sarani,

New Town, Kolkata – 700156

Mob-9830018036, Email Id: ee3@nkda.in

Memo. No. 1491/NKDA/EE-III/10/2021

Date: 28/02/2022

### NOTICE INVITING ITEM RATE e-TENDER

#### Notice Inviting e-Tender No. WBNKDA/37/EE-III/NKDA/2021-22

Executive Engineer – III, New Town Kolkata Development Authority invites Item rate e-tender from resourceful, reliable, bona-fide and experience Security Agencies having experience in similar nature of guarding work for KMDA, WBHIDCO, NKDA, PWD, PHED and other Govt. Departments. They are requested to submit their offer for the work detailed below.

(Submission of Bid through **online**)

S I. N o	Name of the work	Service charges. (Rs.)	Earnest Money Deposit (Rs.)	Price of Tender documents (Rs.)	Period of Completion
1	Round the clock guarding arrangement at Underpass in front of Gate No. 2 of ECO Park, Action Area II, New Town Kolkata for the period of 12 Months (365 Days)	Percentage (%) of Service Charge in Figures to be entered by the Bidder from 0% upto 10 % (ten) percent.	22,935.00	As will be specified by the authority for each set, to be paid only by the successful bidder during the time of agreement.	12 Months

- 1) In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidders will have to submit On-line Earnest Money & necessary Earnest Money will be deposited by the bidder through the following payment mode as per Finance Department Order No. 3975-F(Y) dated 28<sup>th</sup> July, 2016 (Annexure-A).
  - (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** through bank account in any bank. The EMD shall be deposited in favour of “New Town Kolkata Development Authority” payable at “Kolkata”.
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://Wbtender.gov.in>
- 3) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://Wbtender.gov.in>

- 4) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 16 of this NIEt.
- 5) The **FINANCIAL OFFER** of the prospective qualified tenderer(s) will be considered only if the **TECHNICAL BID** of the tenderer(s) is found qualified by competent authority of New Town Kolkata Development Authority. The decision of the competent authority of New Town Kolkata Development Authority will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- 6) **Scope of work:-**
- a) Engaging of security guard and security supervisor as per duty allocated by the concerned officer of NKDA in three shifts at various location under the jurisdiction of New Town Kolkata Development Authority.
  - b) Only the Security personnel as per in the duty chart will be allowed at the point / location during duty hours.
  - c) After office hours all lights, fans & A.C. should be put off, office chambers and premises shall be properly locked
  - d) During duty hours security guard should be properly dressed.
  - e) Duty hours will be in three shifts. If there be any change of security personnel, it should be informed to the concerned officer of NKDA beforehand
- 7) **General Terms & Conditions of Bid: -**
- a) The contract shall commence from the date of execution of the Contract Agreement by New Town Kolkata Development Authority with the Security Services providing Company / Agency and shall continue for a period of one year, unless it is terminated by this authority due to deficiency in Service / Sub Standard quality of deployed manpower / delay in payment/break of the terms and condition of the Contract.
  - b) The contract shall automatically expire after one year from the date of execution of the Contract Agreement.
  - c) The agency will be selected in two steps. If the agency full fills the technical criteria then he will qualify for the Price bid competition.
  - d) The agency should only quote their service charges in % (Percentage). The Service charge will be paid on the gross salary of all the security personnel deployed including GST & other taxes, if any.
  - e) The Service charge in percentage will vary from 0 (zero) to 10 (ten) percentage beyond which the offer will be treated as cancelled.
  - f) Agency will pay wages to the Security Personnel as per the latest rates of wages provided by the Govt. of West Bengal. If the Govt. increases wages the concerned agency will have to give the same effect of increment on the wages.
  - g) The agency will pay monthly wages along with PF, Bonus and ESI as per prescribed Rules of the Govt. of West Bengal.
  - h) The agency will provide two sets of dresses in an interval of 06 (six) months, Wind Cheater & Sweater in Winter, Umbrella & Rain Coat in rainy season, Torch etc.
  - i) The intending bidders have to deposit a sum of **Rs. 22935/- (Rupees twenty two thousand nine hundred thirty five )** only as earnest money through e-tender payment gateway payable at Kolkata. It will be converted into Security deposit.
  - j) The agency will pay the monthly salary of security personnel within 5th day of every month. They will deposit the salary bill along with details of satisfactory payment to all the security personnel also with service charge on gross value of wages to NKDA. NKDA will reimburse along with service charge within a month if the bill is found in order.

- k) The agency will provide Security Personnel at Underpass in front of Gate No. 2 of ECO Park, Action Area II under the jurisdiction of Executive Engineer - III. The location of duty and number of Security Personnel is to be confirmed by the concerned official of NKDA. A tentative estimate of total number of security personnel is given in the SOQ which may vary by  $\pm 20\%$  (Twenty percentage).
- l) There shall be no provision of Arbitration.

8) **Eligibility criteria for participation in the tender.**

- i. a) Working Security Agency of NKDA, KMDA, WBHIDCO, PWD, PHED and other Govt. Departments having satisfactorily completed (as prime contractor) similar nature of work during the last 5 (five) years with at least one work of having magnitude of **5 (five) lakhs**. Authentic documents in original, from the Engineer-in-charge of the work will have to be submitted in support of the above credential as non-statutory documents; or
- In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the agency. i.e. the tenderer
- ii. Pan Card, Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2021-22, GST Registration Certificate are to be submitted as non-statutory documents. ESI & Provident Fund Registration Certificate also to be submitted.
- iii. Registered Partnership Deed for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate/First Class Magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents.
- iv. Intending agency has not been blacklisted by any Govt./Govt. undertaking company during last 03 (three) year from the date of notice for this tender.
- v. Intending Security agency having valid license for Security Services from Home Department.
- vi. Intending agency must have an office in Kolkata
- vii. **Joint Ventures/MOU will not be allowed.**
- viii. All the participants /tenderers shall have to submit satisfactory completion certificate from the concerned Executive Engineer/ Engineer-in-Charge/ competent officer. The certificate will contain the following points.
- a) Name of work:
  - b) Name of Agency.
  - c) Total work value (Rs.)
  - d) Date of commencement & completion of work.
  - e) Details regarding issue of dress, shoes & socks, lathi, whistle, torch etc. Also a line of confirmation about the timely payment of monthly Salary & bonus @ 8.33% during festival season including deposition of E.P.F & E.S.I of the guards as per prescribed rules & regulations.
- The participant not submitting such completion certificate will all the details mentioned above shall not qualify technically / shall be rejected.

9) The offer shall remain valid for 180 days from the date of opening of the tender.

10) On-going payments for work may be allowed to the executing agency as per existing rules and availability of fund. Subject to deduction of security deposit, progressive payment may be made.

- 11) No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the contractor owing to any dispute between the contractor and NKDA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.
- 12) Payment for the works done by the contractor will be based on recorded and accepted measurement put for payment to be invariably made by putting signature (with seal) of the contractor (or his/ their authorized representative). The contractor or his/ their authorized representative are advised to take measurements jointly with the officials of NKDA. In case of failure of his/their part either to take measurement jointly and /or acceptance of the recorded measurement, within a reasonable time, measurement taken by the department shall be considered as final for making payment.
- 13) **Idle labour, idle rent and hire charges etc.:**  
No claim of any category and type, on this ground shall be entertained. The contractor and NKDA shall make every effort that such situation does not arise.
- 14) **Security Deposit:**  
Retention money towards performance Security amounting to 8% (*eight percent*) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on the money retained for Security Deposit. The defect liability period for such maintenance works shall be 03 (three) months from the date of completion.
- 15) **Performance Guarantee:**  
Performance Guarantee amounting to **Rs. 50,000/- (Rupees fifty thousand)** only will have to deposited by the selected Agency at the time of execution of agreement through Demand Draft or Banker's Cheque in favour of **New Town Kolkata Development Authority**, on any nationalized bank payable at Kolkata, which shall be retained by the Authority and will be released after 06(six) months of completion of the work.
- 16) **Date and Time Schedule:**
- | Sl. No. | Particulars  | Date & Time                     |
|---------|--|---------------------------------|
| 1       | Date of uploading of N.I.T. & other Documents (online) (Publishing Date) | 28/02/2022                      |
| 2       | Documents download start date (Online)                                   | 28/02/2022 from 1755 hrs.       |
| 3       | Documents download end date (Online)                                     | 10/03/2022 upto 1500 hrs.       |
| 4.      | Bid submission start date (Online)                                       | 28/02/2022 from 1755 hrs.       |
| 5.      | Bid submission closing date (Online)                                     | 10/03/2022 upto 1500 hrs.       |
| 6.      | Bid opening date for Technical Proposals (Online)                        | 12/03/2022 at 1500 hrs.         |
| 7.      | Last Date of uploading list for Technically Qualified Bidder(online)     | Will be intimated in due course |
| 8.      | Date for opening of Financial Proposal (Online).                         | Will be intimated in due course |
- 17) (a) Earnest Money for the successful tenderer will be retained and converted as Initial Security deposit. The Balance security deposit @ 8% will be deducted from on-going bills to cover 10% of the total value of work done.  
(b) The security deposit of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the tender documents.
- 18) The tenderers are bound by the terms & conditions of WBF 2911(ii) along with specification, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.

- 19) Income Tax, GST and others Taxes & Charges as admissible will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills. Building & other construction workers cess @ 1.0% will be deducted from progressive bills in pursuance with G.O. no. 599A/ 4M – 28 / 06 dated 27/09/2006. The rate quoted would remain same throughout the period of contract and should be inclusive of **all taxes** which are and will also be applicable during the entire tenure of the contract.
- 20) Payment to the workers @ minimum wages as per latest Government Order has to be made within the 10<sup>th</sup> day of the next month. Bonus @ 8.33% of the minimum wage has to be paid to the individual worker before Durga Puja / Eid festival.
- 21) EPF & ESI subscription of the workers need to be deposited within the 15<sup>th</sup> day of the next month.
- 22) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction. The cost of visiting the site, shall be at his own expenses.
- 23) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. New Town Kolkata Development Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any reimbursement of any cost that might have been incurred by any Tenderer at any stage of Bidding.
- 24) Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.
- 25) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- 26) **The intending tenderers are required to quote the rate *online*.**
- 27) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
- 28) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 29) Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer in original, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.
- 30) If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.

- 31) The successful Tenderer whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of work order by Executive Engineer – III, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him/them to this office. If the contractor fails to perform the formalities within the specified period the Tender is liable to be cancelled and the Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).
- 32) **Qualification criteria:**  
The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIeT.  
  
The eligibility of a bidder will be ascertained on the basis of the document(s) submitted in support of the minimum criteria. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice to take any penal action against him/them as may be deemed fit by the Tender Accepting Authority.
- 33) **No. price preference and other concession will be allowed as per order no. 8648 – F(T) dated 12.10.2012.**
- 34) NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NIeT. Rates should be quoted accordingly.
- 35) The address as furnished by the contractor shall be deemed as the postal address of this office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.
- 36) Arbitration clause of WBF 2911(ii) stands deleted, Settlement of disputes & arbitration shall be according to the ‘**Memorandum**’ for the modification of clause relating to settlement of disputes under conditions of contract vide no. 8182-F(Y) dated: Kolkata, the 26<sup>th</sup> September, 2012 of Secretary to the Govt. of West Bengal, Finance Department, Audit Branch.
- 37) Any Corrigendum, notification in connection to this NIeT will be published in the official website of New Town Kolkata Development Authority ([www.nkdamar.org](http://www.nkdamar.org)) as well as <https://wbtenders.gov.in> . The applicants are requested to please follow the websites for such notifications, corrigendum etc.

**Memo. No. 1491/1(7)/ NKDA /EE-III/10/ 2021**

**Date: 28/02/2022**

Copy forwarded for information to:-

1. Chief Executive Officer, NKDA
2. Chief Engineer, NKDA
3. Finance Office, NKDA.
4. Assistant Engineer – V, NKDA
5. Estimator/ Sr. Accountant / Cashier, NKDA
6. Office Notice Board. NKDA
7. Official Website of NKDA ([www.nkdamar.org](http://www.nkdamar.org)) & [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

**Terms and Condition**

**Notice Inviting e-Tender No. WBNKDA/37/EE-III/NKDA/2021-22**

**No of Shift**

Shift – I

Shift – II

Shift – III

**Duration of duty**

6:00 A.M to 2:00 P.M

2:00 P.M to 10:00 P.M

10:00 P.M to 6:00 A.M

(Including Sundays and Holidays to ensure round the clock guarding arrangement)

**General Condition**

1. Guarding arrangement of the scheduled site to be made by placement of guards as per requirement to cover I, II and III Shift including Sundays and Holidays for safe guarding of properties / materials of New Town Kolkata Development Authority.
2. 1 (one) copy of Identity card with passport size photograph and complete residential address of each guarding personnel who may be placed for duty must be issued to each of them by the agency entrusted to the work.
3. Complete residential address together with one recent photograph of each guarding personnel duly identified by the agency and attested by any gazetted officer must be submitted to the Executive Engineer, New Town Kolkata Development Authority for the purpose of maintaining official records.
4. The guarding personnel on duty should keep the Identity Card with him strictly during duty hours.
5. No separate permanent residential accommodation will be provided to the guarding personnel but they may temporarily stay within their duty premises for the cause of rendering satisfactory service.
6. The guarding personnel shall be on the pay roll of the agency providing the service. Initial period of contract will be for 365 (Three hundred sixty five) days and may be extended as per actual requirement provided that the performance of the guarding personnel is also found satisfactory.
7. The period of contact may even be reduced and terminated due to any reason on serving at least 7 (seven) day's notice by the undersigned.
8. The guard on duty should be in uniform always and should never allow any body to enter the premises without permission of the Officer-in-charge out of the scheduled time as fixed by NKDA.
9. The guard on duty in a particular shift will never leave the premises until and unless he is relieved by the guard in the next shift.
10. Liveries, Whistle, Lathi etc. for the guarding personnel to be supplied by the agency.
11. The guards on duty should remain alert and vigilant to avoid any undesirable circumstances arising out of their carelessness, if may.
12. The agency will bound to replace the guarding personnel, if desired by the Engineer-in-Charge.



**Penal measure**

1. The period of contract may be terminated or reduced if necessary without any prejudice as decide by E.I.C.
2. During duty hours, negligence of the guard found if any, will be severely dealt with.
3. Any loss / damage of Government materials and property due to negligence of duty on the part of guarding personnel shall attract penal measure and realization of cost / compensation for such damage / lost item(s) as would be determined by appropriate authority should be made from the agency i.e. the agency should be liable to bear the same.

**Terms of payment**

1. The agency should submit monthly bill, in Triplicate alongwith signed Attendance sheet, in respect of services rendered by the guarding personnel, to the Executive Engineer, New Town Kolkata Development Authority within 1<sup>st</sup> week of the following month for payment.
2. The payment of bill, after necessary verification and checking by this end, shall be made in due course.
3. Pro-rate payment would be admissible for part duty performed, if any.

**Special Terms and Conditions**

1. Payment to be made to the individual security @ minimum labour wages as per recent govt. order per head per day by the agency in addition 8.33% per annum bonus to be paid to the individual security / guard before Durga puja / Idd festival.
2. EPF and ESI money need to be deposited within 10<sup>th</sup> of next month.
3. Challan / Attested photocopy of documents related to submission of EPF and ESI money of preceding month need to be submitted along with the monthly bill. In absence of these documents, bill shall not be processed.
4. Payment to the individual security / guard to be made by the Agency by 5<sup>th</sup> of each following month positively.
5. Uniform to be issued by the agency to all security personnel by the agency and it is mandatory to wear uniforms during duty period. All security personnel shall be equipped with lathi, 3 cell Torch etc. at the own cost of the agency.
6. Over all security of materials or assets of New Town Kolkata Development Authority both on open yard / go down are in the part of duties of personnel. In case of any theft, the primary F.I.R to be lodged by the agency with an intimation to the office. In case of any emergent fire hazards, it is their part of duties to inform the nearest Fire Station with intimation to the office.
7. All statutory obligations under various laws as may be applicable to the contract of labour from time to time shall have to be met by the Agency concerned without any extra claim. Any labour unrest / dispute arising due to non-implication of any Laws, the entire responsibility will lie on the agency and addressable of disputes is the sole part of the agency without hampering the work schedules at their own cost.
8. All Insurance Coverage and other coverage which will be mandatory as per law will be the part of concerned agency.