

Memono. 8799 /EE-II/NKDA/2019-20

Dated: 09.12.2019

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. WBNKDA/15/(2)/EE-II/2019-20

Executive Engineer II, New Town Kolkata Development Authority invites tender from resourceful, reliable, bona-fide and experienced working contractors of KMDA, WBHIDCO, PWD, PHED and other Govts, semi Govt. organization. Departments having experience in similar nature of work by deploying Healthy manpower are requested to submit their offer for the work detailed below.

(Submission of Bid through **online**)

List of Schemes :-

Sl. No	Name of work	Estimated amount	Earnest Money	Price of Tender documents	Period of completion
		(Rs.)	(Rs.)	(Rs.)	
1.	Providing Security Personnel for guarding round the clock at Mela Ground, new Town Bus Stand (Pride Hotel) & different markets in AA-1A & IB under NKDA, New Town, Kolkata.	47,60,710.00	95,214.00	2505.00 (Each set to be paid only by the successful bidder during the execution of formal agreement)	12(Twelve) months
2.	Providing Security Personnel for guarding round the clock at UPASANA GRIHA & different markets in AA-1C, 1D under NKDA, New Town, Kolkata.	47,60,710.00	95,214.00	-do-	-do-

- In the event of e-filing, intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidder shall have to submit earnest money & necessary earnest money will be deposited by the bidder through the following payment mode as finance dept. order no-3975-F (Y) dated 28th july 2016 (Annexure –A)

i) Net Banking (any of the banks listed in the ICICI bank payment gateway)in case of payment through ICICI payment gateway.

ii) RTGS/NEFT through Bank account in any bank. The EMD shall be deposited in favor of “New Town Kolkata Development Authority” payable at Kolkata.

- i. Both Technical bid and Financial bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>. The acceptance of lowest bid is not obligatory.
- ii. 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. 13 of this NlET.
- iii. 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.

5) Eligibility criteria for participation in the tender.

- iv. Working Contractors of KMDA, WBHIDCO, PWD, PHED and other Govt. semi Govt. organization having satisfactorily completed (as prime contractor) experience for deploying security guard:-
 - a) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimate amount put to tender during 5(five) years prior to the date of issue of the tender notice.
 - Or
 - b) Intending tenderers should produce credential of 2 (two) similar nature of completed work, each of minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice.
 - c) Intending tenderers should produce credential of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above.

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 executed agency, i.e, the tenderer.

- v. Pan Card, Income Tax Acknowledgement Receipt for the latest Assessment year, P.T.Deposit Challan for the year 2019-20, GST Registration Certificate, Licensee to Engage in the business at private security agency which issued by the Home dept. Govt of W.B and E.P.F, E.S.I registration documents are to be submitted.
- vi. The offer shall remain valid for 180 days from the date of opening of the tender.
- vii. 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 on-statutory documents.

viii. **Joint Ventures/MOU will not be allowed.**

- 6) 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 against the completed or partly completed item of works. Such interim payments, shall be made as running account bill (s), however, shall not constructed to mean that the respective items / components have finally been approved and accepted by NKDA and the contractor shall not be absolve of his responsibility to set right any deficiency of such paid items / components at his/ their own cost, for rectifying all defects which are subsequently being noted or found.
- 7) 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.
Payment for the works done by the contractor will be based on recorded and accepted measurement at various stages of work. Acceptance of measurements 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 representatives 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. Similar acceptance is also essential for level records and survey data, field books etc.
- 8) **No advance and secured advance will be allowed.**
- 9) **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.
- 10) **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.

11) **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.e.T. & other Documents (online) (Publishing Date)	09.12.2019
2	Documents download start date (Online)	09.12.2019 from 6.55 P.M.
3	Documents download end date (Online)	23.12.2019 up to 6.55 P.M.
4	Bid Submission closing (On line)	23.12.2019 at 6.55 P.M.

5.	Bid opening date for Technical Proposals (Online)	26.12.2019 at 11.00 A.M.
6.	Last date of uploading list for Technically qualified Bidder(online)	Will be notified later on.
7.	Date of opening of Financial Proposal(online)	Will be notified later on.
8.	Last date of intimation to the successful bidder	Will be notified later on.

12. 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.

a) The security deposit of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the agreement to be made in WBF 2911(ii).

13) The tenderers are bound by the terms & conditions of WBF 2911(ii) along with specification and satisfactory completion certificate, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.

14) Income Tax & VAT 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.

15) 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.

16) 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.

17) Conditional / Incomplete tender will not be accepted under any circumstances.

18) The intending tenderers are required to quote the rate *online*.

19) 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.

20) 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.

- 21) If there be any objection regarding prequalification of any Agency the same should be lodged on line to Executive Engineer II, New Town Kolkata Development Authority within 2 (*two*) days from the date of publication of list of qualified agencies and beyond the said time schedule no objection will be entertained.
- 22) Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer 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.
- 23) 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
- 24) 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 II, 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).
- 25) **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.
- 26) **No. price preference and other concession as per order no. 1110F dated: 10/02/2006 will be allowed.**
- 27) In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.
- 28) Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work or with contractors to be entrusted with other work in future in the same site. The contractor will have to work in close co-operation and harmony with all the contractors engaged in the project. Any claim for idle labour, for any reason whatsoever, will not be entertained under any circumstances.
- 29) 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 NeIT. Rates should be quoted accordingly.

- 30) 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.
- 31) Arbitration clause of WBF 2911(ii) stands deleted.
- 32) New Town Kolkata Development Authority reserves the right to increase or decrease the quantum of work as stipulated in the schedule of work for which no change of rate will be allowed.
- 33) The Agency/firm must have two nos Ex-Army Supervisor on his own for supervision of this work and will kept Daily contact with NKDA.
- 34) Participation in this tender deems that the applicant is fully agreeable to abide all terms and conditions as stated in this Notice Inviting e tender as well as WBF 2911(ii).

General Terms and Condition

No Of Shift

Shift-I

Shift-II

Shift-III

Duration of Duty

6.00AM to 2.00PM

2.00PM to 10.00PM

10.00PM to 6.00AM

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

1. Guarding arrangement of the scheduled site to be made by placement of guards as per requirement to cover I and II & 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-II, 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.

6. The guarding personnel shall be on the pay roll of the agency providing the service.
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 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, with shoe & socks, 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.

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 Durgapuja/ Idd Festival.
2. Payment to the individual security / guard to be made by the Agency by 10th of each following month positively.
3. 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 Touch etc. at their own cost.
4. All tenderer shall have to submit satisfactory completion certificate from concerned Executive Engineer/ Equivalent rank officers. The certificate will contains the following point:-

- A. Name of Work:
- B. Name of Agency:
- C. Work order No and Date:
- D. Date of Completion of Work:
- E. Details of issue of dress, shoes & socks, Lathi, Whistle, torch light etc. to the individual guard. Also to be mentioned salary paid to the individual security guards within 10th of following month as per govt rules and bonus also paid to them @ 8.33% within 30th Sep 2019.

The tenderer who will not submit the satisfactory completion certificate his tender will be rejected without any prejudice.

5. 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 a 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.
6. All statutory obligations under various laws as may be applicable to the contract of labour from 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 removal of disputes is the sole part of the agency without hampering the work schedules at their own cost.
7. All Insurance Coverage and other coverage which will be mandatory as per law will be the part of concerned agency.
8. The Agency should submit bill in Triplicate with E.P.F & E.S.I payment chalan within first week of month just after the month duty is completed.

**Executive Engineer II
New Town Kolkata Development Authority**

Memo No: 8799 /EE-II/NKDA/2019-20

Date:09.12.2019

Copy forwarded for information to:-

1. The Chief Executive Officer, New Town Kolkata Development Authority.
2. The Chief Engineer, New Town Kolkata Development Authority
3. Administrative Officer I & II New Town Kolkata Development Authority
4. The Finance Officer, New Town Kolkata Development Authority
5. Executive Engineer-I,III,IV & ME New Town Kolkata Development Authority
6. The Estimator/ Sr. Accountant / Cashier, New Town Kolkata Development Authority.
7. Office Notice Board.
8. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

**Executive Engineer II
New Town Kolkata Development Authority**