

Memo No. 4638 /NKDA/Admn-832/2018

Dated : 26/09/2018

NOTICE INVITING e-TENDER

NOTICE INVITING e-TENDER No. NKDA/15/ADMN of 2018

Administrative Officer, New Town Kolkata Development Authority invites tender from responsible, resourceful and bonafide Manpower Service Provider Private Security Agencies having minimum 3 (three) years experience and credentials for similar type of work as mentioned below preferably in different Govt. Departments / KMDA / WBHIDCO.

Sl. No	Name of the Work	Estimated Amount	Earnest Money	Price of Tender Documents	Period of completion
01	Round the clock Guarding & Security arrangement within the Office Buildings and Parks for New Town Kolkata Development Authority	Rs. 38,69,712.00	Rs.77,394.00	Rs.2505.00 Each set to be paid only by the successful bidder during the time of agreement	365 (Three hundred sixty five) days.

- 1) Intending bidder shall have to download the tender documents from the website directly with the help of Digital Signature Certificate. All the bidders shall have to deposit **Earnest Money of Rs.77,394/- (Rupees seventy seven thousand three hundred ninety four) only** through the following payment modes as per Finance Department Order No.3975-F(Y) dt.28th July, 2016:
 - (i) **Net Banking** (any of the Bank listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Payment Gateway.
 - (ii) **RTGS/NEFT** in case of Offline Payment through Bank Account in any Bank. The EMD shall be deposited in favour of “**New Town Kolkata Development Authority**” payable at “**Kolkata**”.

Clause-12 of this NIeT is to be read simultaneously. No hard copy of EMD will be allowed for participating in the Bidding process.
- 2)
 - i. Tender documents may be website and submission of Technical Bid and Financial Bid will be done as per Date & Time Schedule in **Clause-9** of this NIeT.
 - ii. Both Technical Bid and Financial Bid are to be downloaded from and submitted concurrently, duly digitally signed, in the website <http://wbtenders.gov.in>. as per the Date & Time Schedule at **Clause-10** of this NIeT.
 - iii. Rate should be quoted on percentage basis both in words and figures on the Tender Paper as well as Price schedule. **Scope of Work detailed at Clause-6 & 35 of this NIeT and Annexure-I should be read carefully before quoting rate.**

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- 3) The **Financial Offer** of the prospective qualified tenderer (s) will be considered only if the **Technical Bid** of the tender (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.
- 4) **Eligibility Criteria for participation in the tender:**
- a) Working contractors of NKDA, KMDA, WBHIDCO, PWD PHED and other Govt. Departments having satisfactorily completed (as prime contractor) at least one work of similar nature having magnitude of at least **40 %** of the estimated amount for during the last 5 (Five) years. Authentic documents in original from the Authority or Engineer-in-Charge of the work will have to be submitted in support of the above credential as non-statutory documents.
 - b) Intending bidders should produce credential of 02 (Two) similar nature of completed work, each of the minimum value of **30%** of the estimated amount put to tender during last 5 (Five) years prior to the date of issue of the tender notice; or
 - c) Intending bidders should produce credential of 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 desired value at (i) above.
 - d) i. Trade License, ii. ESI Registration Certificate, iii. EPF Registration Certificate, iv. Contract Labour License of the State Govt. v. PAN Card, vi. TIN/TAN, vii. Financial Statement of latest financial year/ Income Tax Acknowledgement Receipt for the latest Assessment year, viii. P.T Deposit Challan for the current period, are to be submitted as non-statutory documents.
 - e) 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 of Association as non-statutory documents.
 - f) **Joint Venture / MOU will not be allowed.**
- 5) The offer shall remain valid for 180 days from the date of opening of the tender.
- 6) **Scope of Work:**
- i) Engagement of Round the clock Guarding arrangement in and around the Office Buildings and Parks for New Town Kolkata Development Authority to safe guard Govt. materials and other valuable fixed and movable assets by deploying Private Security Service with **24 (twenty four) Ordinary Guards with Lathi for 365 days** as per terms and conditions.
 - ii) Engagement of **1 (one) Semi Skilled Worker Supervisor** in and around the Office Buildings and Parking Zones for New Town Kolkata Development Authority to safe guard Govt. materials and other valuable fixed and movable assets by deploying Private Security Service for **365 days** as per terms and conditions.
- 7) On-going payments for work may be allowed to the executing agency as per existing rules and availability of fund subject to the deduction of security deposit, progressive payment may be made against the completed or partly completed item of works. Such interim payments, shall be

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made as running account bill (s), however, shall not construed to mean that the respective items / components have finally been approved and accepted by NKDA and the contractor shall not be absolved 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.

8) 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 any bill for the work, to the contractor.

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) **Date and Time Schedule:**

Sl. No	Particulars	Date & Time
1	Date of uploading of NleT & other documents (online) (publishing date)	26/09/2018 at 05:00 p.m
2	Documents download start date	26/09/2018 at 05:00 p.m
3	Documents download end date	09/10/2018 at 03:00 p.m
4	Bid Submission start date	26/09/2018 at 05:00 p.m
5	Bid Submission closing date	09/10/2018 at 03:00 p.m
7	Date of opening for Technical Bid	11/10/2018 at 03:00 p.m
8	Date of uploading list of Technically Qualified Bidders	Will be intimated later on
9	Date of opening of Financial proposal	Will be intimated later on

11) i) **Earnest Money:** The amount of Earnest Money @ **2% (Two Percent)** of the Estimated Amount put to tender i.e., **Rs.77,394/- (Rupees seventy seven thousand three hundred ninety four) only** should be deposited along with the bid as detailed in **Clause-1** of his NleT.

ii) **Earnest Money** of the successful tenderer (s) will be retained and converted as Initial Security Deposit No interest will be paid on such deposits.

iii) The Earnest Money / security deposit of the successful tenderer will be refunded after the contract period as stipulated in relevant clause of the tender document subject to deduction of any loss/ damage sustained by NKDA due to any fault of the successful tenderer/ contractor.

12) The tenderer (s) are bound by the terms & conditions of WBF 2911 (ii) along with specification, notice for calling Tenders. Special terms & conditions, information to Bidders, Schedule of works etc. which form part and parcel of this contract.

13) Income Tax and other Taxes as admissible will be deducted as per Government orders issued from time to time and would be applicable on the date making payment of the bills. 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.

14) **GST :** Since NKDA is exempted from GST no GST should be added in the rate quoted.

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- 15) The Bidder is encouraged to visit and examine the site (s) of work and its surrounding and obtain all information that may be necessary for preparing the bid/ proposal and entering into the contract for the work as mentioned in the NleT, before submitting offer with full satisfaction. This should be done at his / their own responsibility, risk and expenditure.
- 16) The intending Bidder (s) shall clearly understand that whatever may be the outcome of the present invitation no cost of bidding shall be reimbursable by NKDA. NKDA reserves the right to accept or reject any bid/ offer/ proposal 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 the bidding.
- 17) Prospective bidder (s) are advised to note carefully the eligibility criteria before tendering.
- 18) Conditional / incomplete tender will not be accepted under any circumstance.
- 19) The intending tenderer (s) are required to quote the rate online.
- 20) Contractor shall have to comply with the provision 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 clause relating thereto and the rules made and orders issued there under from time to time.
- 21) During scrutiny, if it came to the notice of the tender inviting authority that the credential or any other paper found incorrect/ forged/ manufactured/fabricated, that bidder would not be allowed to participate in the tender process and that bid will be rejected without any prejudice.
- 22) The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any tender /bid and reserve the right to reject any or all the tenders received or to split up the work in different sub-group without assigning any reason thereof.
If there be any objection regarding the qualification of any agencies the same should be lodged online to the undersigned within 2 (two) days from the date of publication of the list of qualified agencies and beyond the said time schedule no objection will be entertained.
- 23) 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 fabricated 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.
- 24) If any discrepancy arises between two similar clauses on different notifications, the clause superseding others will solely be selected / decided upon as per the discretion of the tender inviting authority.
- 25) 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 the Administrative Officer, NKDA 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

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Contractor fails to perform the formalities within the specific period the tender will be liable to be cancelled and the Earnest Money deposited will be forfeited as per relevant clauses under Memorandum of WBF-2911 (ii).

26) Qualification Criteria :

The Tender Inviting and Accepting Authority will determine eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIE T. The eligibility of the bidders will be ascertained on the basis of the documents submitted in support of the minimum criteria. If any document submitted by a bidder is either manufactured or fabricated or false in such case 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.

27) No price preference and other concessions will be allowed as per order No.8648-F(T) dt.12.10.2012.

28) In case of any typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to conform to the prevailing relevant schedule of rates and / or technically sanctioned estimate.

29) 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 cooperation 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.

30) NKDA will not be held responsible for making payments against any anticipated profit and / or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of the NIE T. Rate should be quoted accordingly.

31) The provision of the power of attorney, if any must be subject to the approval of Tender Inviting Authority. Otherwise the Authority shall not be bound to take cognizance of such power of attorney.

32) Payment will be made as per following schedule:

a) Payment will be made on submission of original copy of proof of attendance, receipted challan of payment of ESI and EPF contribution of the preceding month along with monthly bill in duplicate. In absence of these documents bills shall not be processed.

b) Challan / Attested copy of documents related to submission of deposit in respect of EPF & ESI of preceding month to be submitted along with monthly bill and allied documents. In absence of these documents bill shall not be processed.

33) The address as furnished by the contractor shall be deemed as the postal address of his / their 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 authorisation) or representative or sent by registered post to his official address as furnished by him / them.

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34) Arbitration clause of WBF-2911 (ii) stands deleted, notwithstanding whatever has the object of deletion of clause-25 from the contract form of WBF-2911 (ii) the parties entering into the agreement pertaining to this NleT, if so desires, may go for money suit for any dispute in his / their opinion arising out of this contract and he / they may file such suit in any court of law situated in Kolkata proper in the district of West Bengal.

35) **The intending tenderer must submit an undertaking in the form of Affidavit (Annexure-I) in Stamp Paper regarding the following:**

- a) Payment of monthly wages to the worker at the rate of minimum wages fixed as per Circular No.188/Stat/2RW/76/266/2000/LCS/JLC dated 22.06.2018 of the Office of Labour Commissioner; Govt. of West Bengal has to be made within 10th of the corresponding month. Delay in payment of monthly wages to the workers for any reason whatsoever will strictly be counted/ regarded as violation of the provision/ Spirit of this e-tender and will render the agreement/ contract liable for cancellation.
- b) Bonus @ 8.33% of the minimum wages has to be paid to the individual worker at least 15 days prior to Durga Puja/ Eid Festival.
- c) Proper dress with shoes must be provided to the personnel provided to NKDA, twice in the year.

36) Any corrigendum, notification in connection to this NleT will be published in the official website of NKDA (www.nkdamar.org) as well as <http://wbtenders.gov.in> . The applicants are requested to please follow the website for such notifications, corrigendum etc.


Administrative Officer,

New Town Kolkata Development Authority.

Memo No. 4638/1/(14)NKDA/Admn-832/2018

Dated : 26/09/2018

Copy forwarded for information to:

1. The Chief Executive Officer, NKDA.
2. The Chief Engineer, NKDA.
- 3-6. The Executive Engineer-I/II/III/IV, NKDA.
7. The Finance Officer, NKDA.
- 8-10. The Estate Manager-I/ II/III, NKDA.
11. P.A to Hon'ble Chairman, NKDA.
12. System Manager, NKDA for uploading in <http://wbtenders.gov.in> and www.nkdamar.org.
13. Office Notice Board, NKDA.
14. Guard File.


Administrative Officer,

New Town Kolkata Development Authority.

AFFIDAVIT

I/We _____ (Name of the deponent), S/o / D/o _____,
being the _____ (relation with the company) / Authorised signatory of _____,
_____ (name & address of the company) solemnly affirm on the behalf of _____
(name of the company) the following :

1. The the Company will pay monthly wages to the worker will be made at the rate of minimum wages fixed as per Circular No.188/Stat/2RW/76/266/2000/LCS/JLC dated 22.06.2018 of the Office of Labour Commissioner; Govt. of West Bengal within 10th of every corresponding month.
2. That the Company will pay Bonus @ 8.33% of the minimum wages to the individual worker at least 15 days prior to Durga Puja/ Eid Festival.
3. That the Company will provide proper dress with shoes to the workers provided to NKDA, twice in the year.

Non-fulfillment or violation of any of the above conditions/ undertakings like delay in payment of monthly wages to the workers, for any reason whatsoever will strictly be counted/ regarded as violation of the provision/ Spirit of this e-tender and will render the Offer/ agreement/ contract liable for cancellation.

Deponent

Terms and Condition

Notice Inviting e-Tender No. WBNKDA/04/EE-I/NKDA/2017-18/2nd Call.

Name of the Work: - Round the clock Guarding arrangement of BA-Park, Nazrul Tirtha Sishu Uddyan, Vivek Tirtha Park and Rabindra Tirtha Park, under Action Area - I, at New Town Kolkata,

<u>No of Shift</u>	<u>Duration of duty</u>
Shift - I	6:00 A.M to 2:00 P.M
Shift - II	2:00 P.M to 10:00 P.M
Shift - III	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. Initially 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 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. Liveness, 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 1st 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 Durgapuja / Idd festival.
2. EPF and ESI money need to be deposited within 15th 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. Any revision of Rate from Labour Commissioner office should be followed and differential amount of wages will be paid accordingly.
5. Payment to the individual security / guard to be made by the Agency by 10th of each following month positively.
6. 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.
7. 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.

8. 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-implementation of any Laws, the entire responsibility will lie on the agency and redressal / removal of disputes is the sole responsibility in the part of the agency concerned.
9. All Insurance Coverage and other coverage which will be mandatory as per law will be the part of concerned agency.



Administrative Officer,
New Town Kolkata Development Authority.
SUKANTA KUMAR DE
Administrative Officer
New Town Kolkata Dev. Authority