



West Bengal
Industrial Development
Corporation

Request for Quotation for

**Deployment of personnel to provide Security and Surveillance services at
the office building of West Bengal Industrial Development Corporation
Limited**

at

“PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata- 700017

PROMOTED BY

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

“PROTITI”

23, Abanindranath Tagore Sarani,

Kolkata - 700017

QUOTATION REFERENCE NO.: ADM/ 268/ 2017(2023-24)/1

QUOTATION DOCUMENT

January, 2024

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

Sealed e-quotations are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the Security and Surveillance services at the office building of **West Bengal Industrial Development Corporation Limited, at "PROTITI", 23, Abanindranath Thakur Sarani, Kolkata – 700017**, for a period of 1(one) years on contract basis/outsourcing basis through **e-quotationing**.

Last date for submission/receipt of quotation(s) is **06.02.2024** at **17:00** Hrs. and technical bid will be opened by the Tender Committee through online process, on stipulated date and time that is mentioned in the quotation document, in the Office of **West Bengal Industrial Development Corporation Limited**. In case, any holiday on the day of opening, technical bid of the quotations will be opened on the next working day at the same time, as scheduled. The quotations received after the above said scheduled date and time will not be considered. No quotation by FAX or by any other means except e- quotation will be entertained.

Managing Director
West Bengal Industrial Development
Corporation Limited

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SECTION - 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING e-QUOTATION (NIQ)

Quotation Reference No. ADM/ 268/ 2017(2023-24)/1

Tender ID: 2024_WBIDC_655842_1

List of Important Dates of Bids

1. Name of work : Deployment of Personnel to provide Security and Surveillance services at the office building of West Bengal Industrial Development Corporation Limited, at “PROTITI”, 23, Abanindranath Thakur Sarani (Camac Street), Kolkata – 700017.
2. Contract period : 1(One) year.
3. Date of issue of Notice Inviting Bid : 30/01/2024
4. The total Bid Document can be downloaded from the e-procurement portal www.wbtenders.gov.in from 30/01/2024
5. Time and Date of Pre-Bid Meeting/ Enquiry : 31/01/2024 at WBIDC office i.e. “PROTITI”, 23, Abanindranath Thakur Sarani, Kolkata – 700017, at 16-00 hours.
6. Bid uploading start Date : 01/02/ 2024 at 10-00 hours
7. Last Date for Submission of Bid(s) : 06/02/2024 at 17-00 hours.
(As per server clock).
8. Time and Date for opening Technical Bid/Bids : 09/02/2024 at 12-00 hours
(as per server clock).
Place: WBIDCL Office at 23, Abanindranath Thakur Sarani (Camac Street), Kolkata-700017.
9. Time, Date and Place of opening Financial Bids : Will be intimated later to the technically qualified bidder(s)
10. Last date of Bid validity : 120 (one twenty) Days from the last date of bid submission.

PRESS NOTICE

E-Quotation Ref No. : ADM/ 268/ 2017(2023-24)/1

Tender ID: 2024_WBIDC_655842_1

WBIDCL invites e- quotations for the work **“Deployment of personnel to provide Security and Surveillance services at the office building of West Bengal Industrial Development Corporation Limited at “PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata- 700017”** Details are available at www.wbtenders.gov.in. Official website www.wbidc.com. From **30.01.2024**.

NOTICE INVITING e-QUOTATION

Sealed e- quotations are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani, Kolkata – 700 017.

for the following work:-

1.	Name of work	Deployment of Personnel to provide Security and Surveillance services at the office building of West Bengal Industrial Development Corporation Limited, at “PROTITI”, 23, Abanindranath Thakur Sarani (Camac Street), Kolkata – 700017. Quotation Reference No. ADM/268/2017(2023-24)/1
2.	Location of work	WBIDC office i.e. “PROTITI”, 23, Abanindranath Thakur Sarani,Kolkata – 700017.
3.	Contract Period	1(One) year.
4.	Earnest Money	Rs. 1,00,000/- (Rupees One lakh) to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-quotation. The bid stands cancelled in its entirety if the EMD is not provided.
5.	Availability of Bid Documents	Bid documents will be available w.e.f. 30/01/2024 from the e-procurement portal www.wbtenders.gov.in .
6.	Site Visit	Bidders are advised to visit the site before submission of bid.
7.	Pre-Bid Meeting/ Enquiry:	31/01/2024 at WBIDC office i.e. “PROTITI”, 23, Abanindranath Thakur Sarani,Kolkata – 700017, 16-00 hours.
8.	Bid uploading Start Date	01/02/2024 at 10.00 hours
9.	Last date of Submission of bid	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 06/02/2024 at 17-00 Hrs. (as per server clock).
10.	Procedure for submission of bid	Bidders are requested to submit their quotations through e-procurement portal www.wbtenders.gov.in . If required, the bidders may be requested to submit the hard/original copy of the technical bid at the time of verification of the documents
11.	Date, time and venue of opening of Technical Bid	09/02/2024 at Time: 12-00 hours (as per server clock). Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
12.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
13.	Validity of the bid	120 (one twenty) days from the date of submission of quotation. If any bidder/ quotationer withdraws his bid/ quotation before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
14.	Taxation	Taxes on materials and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future

		shall be payable by the contractor and WBIDC will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.
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NOTE : Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the quotations received without assigning any reason thereof.

SECTION 2

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present quotation is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipment, materials and staff working in **West Bengal Industrial Development Corporation Limited**, monitoring and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

2.1 All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of ₹7 (seven) Lakh during the last three financial years in the books of accounts.

2.2 The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of West Bengal or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

2.3 The agency/ firm should possess a valid license granted by Controlling Authority, West Bengal Private Security Agency Regulation Rules, 2007.

3. QUALIFICATION OF THE BIDDERS:-

3.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2

(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy

of PAN card No. under the Income Tax Act.

3.5 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the quotation.

3.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the quotation price will not include any such amount. If **WBIDCL** subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one quotation either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the quotation process.

6. VISIT TO DEPARTMENT:-

The bidder is required to provide securities services to this Department and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the quotation documents.

7. QUOTATION DOCUMENTS:-

7.1 Contents of Quotation Documents.

7.1.1 The Quotation Invitation Document has been prepared for the purpose of inviting quotation for providing Security and Surveillance Services. The Quotation document comprises of:

- (a) Notice of Invitation of Quotation.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Form of bid for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required (Annexure-III)
- (g) Check list for Technical Evaluation (Annexure-IV)
- (h) Undertaking (Annexure-V)
- (i) Form of Bank Guarantee for Performance Security (Annexure-VI)

- (j) Form of Agreement (Annexure-VII)
- (k) Price Bid for Security Services (Annexure-VIII)

- 7.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Quotation document. Failure to furnish all information required by the Quotation document or submission of a quotation not substantially responsive to the Quotation document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 7.1.3 The bidder shall not make any condition or cause to be made any alteration, erasure or obliteration to the text of the Quotation document.

7.2 CLARIFICATION OF QUOTATION DOCUMENT

- 7.2.1 The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of **WBIDCL**.
- 7.2.2 In case the bidder has any doubt about the meaning of anything contained in the Quotation document, he shall seek clarification from the Office of **WBIDCL** before submitting his bid at pre-bid meeting. All communications between the bidder and the Department shall be carried out through e-mail.
- 7.2.3 Except for any such written clarification by the Department, which is expressly stated to be an addendum to the quotation document issued by the Office of **WBIDCL**, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

8. PREPARATION OF BIDS

8.1 Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2 Documents Comprising the Bid

Quotation document issued for the purposes of quotationing as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 8.2.1 The bidder shall, on or before the date given in the Notice Invitation to Quotation, submit his bid through online e-tender portal.
- 8.2.2 One copy of the Quotation document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 8.2.3 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of ₹ 1 (one) Lakh only through online e-tender portal and bid validity period is 120 days.
- 8.2.4 The bid shall be submitted online.
- 8.2.5 The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause A.2.2.(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security and Surveillance Services.

8.3. BID PRICES:-

8.3.1 Bidder shall quote their rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Quotation price covers contractor's all obligations mentioned in or to be reasonably inferred from the Quotation document in respect of the Security Services at **WBIDCL**. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2 The rates and prices quoted by the Bidder shall be **excluding of GST**. **GST** will be paid separately.

8.3.3 The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4 Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1 The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid initially for one year and the Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further one years.

8.7. BID SECURITY:-

8.7.1 The contractor shall deposit Bid Security @ **10(ten) percent** of the contract value in the form of an Account Payee DD, Fixed Deposit Receipt from a Nationalised bank, or Bank Guarantee from a Nationalised bank in an acceptable form in favour of **M.D., WBIDCL** along with the Quotation document within 15(fifteen) days of issuance of the "Letter of Acceptance".

8.7.2 Any Quotation not accompanied by EMD shall be rejected.

8.7.3 Bid security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.

8.7.4 EMD shall be forfeited if the bidder withdraws his bid during the period of Quotation validity.

8.7.5 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

- 8.8.1 The bidder shall submit one copy of the Quotation document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the quotation by the bidder.
- 8.8.2 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.8.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

- 9.1.1 The bidder shall submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover and all these two sealed covers are to be put in e-tender portal.
- 9.1.2 The sealed cover of Technical Bid should consist of the following documents:-
- (a) Bid Security (Earnest Money Deposit) for an amount of ₹ **1(one) Lakh**, through online, and necessary proof should be uploaded.
 - (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
 - (c) Self attested copy of PAN No. card under Income Tax Act;
 - (d) Self attested copy of **GST** Registration Number;
 - (e) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (f) Self attested copy of valid Provident Fund Registration Number;
 - (g) Self attested copy of valid ESI Registration Number;
 - (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
 - (i) Proof of valid Security Service Licence, as per West Bengal Security Service Law, 2007.
 - (j) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
 - (k) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
 - (l) Duly filled and signed Annexures.
- 9.1.3 The quotation shall remain valid and open for acceptance for a period of 120 days from the last date of submission of quotation.

9.2 Late and Delayed Quotations:-

- 9.2.1 Bids must be submitted through online not later than the date and time stipulated in the NIQ. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department shall be abided by the Bidder.
- 9.2.2 Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered.

10.

10.1 Bid Opening and Evaluation:-

- 10.1.1 The authorized representatives of the Department will open the Prequalification/ Technical Bids.
- 10.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 10.1.3 Conditional bids will also be summarily rejected.
- 10.1.4 Financial bids of only the technically qualified bidders will be opened.

10.2 Right to accept any Bid and to reject any or all Bids:-

- 10.2.1 **WBIDCL**, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the quotationing process.
- 10.2.2 **WBIDCL**, may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/ Institutions/ Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 10.2.3 **WBIDCL**, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.

11.1 Award of Contract:-

- 11.1.1 **WBIDCL**, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2 **WBIDCL**, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-VII within a period of 15 days from the date of issue of Letter of Offer.
- 11.1.4 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Acceptance" for an amount of ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a Nationalized bank in an acceptable form (Annexure-VI) in favour of **M.D., WBIDCL**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

PRICE BID FOR SECURITY SERVICES

Note:-

- 1 The Security Guard will be considered under the Unskilled category. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Department for providing safety, monitoring and surveillance as per law of West Bengal Private Security Agencies (Regulation) Rules, 2007. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of West Bengal, the incremental wages, if applicable, will be provided by the **WBIDCL**.
- 2 The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- 3 The contract is for one year.
- 4 The number of manpower required shown above is indicative and the actual quantity may vary.
- 5 The bidders may quote the rates in Indian Rupees.
- 6 **All the columns shall be clearly filled in ink legibly or typed. The quotationer should quote the number, rates and amount quoted by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the quotationer shall disqualify the quotation. The quotationer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the quotation liable for rejection.**

SECTION 3

TERMS AND CONDITIONS OF THE CONTRACT

- 1** The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as **ESI, PF, Bonus**, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.
- 2** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (West Bengal Contract Labour (Regulation & Abolition) Rules, 1972), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
- 3** As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
- 4** The Contractor will maintain an official register from his end on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 5** All liabilities arising out of accident or death while on duty shall be borne by the contractor, as per relevant law is in force and as applicable.
- 6** Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 7** All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.

- 8** Contractor and its staff shall take proper and reasonable precautions of assets both movable and immovable to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 9** The security staff shall not accept any gratitude or reward in any shape.
- 10** Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 11** That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
- 12** The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- 13** The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior permission to the Department.
- 14** The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
- 15** Under certain circumstances, settlement of monthly bill raised by the vendor, might take more than usual time. However, under such cases, a credit period of two months should be provided by the agency, and the agency should not stop paying salary to its employees, on time, that is by 10th of every month.
- 16** The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.1,000/- each occasions and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
- 17** The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors/Attendants and should project an image of utmost discipline. The Department shall have right to have any person moved in case of visitor/staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

- 18** The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements.
- 19** The personnel will have to report to the official, controlling the Department's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.
- 20** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as West Bengal Private Security Agencies (Regulations) Act, 2007, Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI, and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Department.
- 21** The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
- 22** Any damage or loss caused by contractor's persons to the Department in whatever from would be recovered from the contractor.
- 23** (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.1,000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.
- a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
- i) 20% of cost of order/agreement per week, up to four weeks delays.
- ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of quotation and his earnest money/security deposit may also be forfeited, if so warranted.

- 24** The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
- 25** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 26 Force Majeure**
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- 27** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 28** "NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 29** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
- 30** The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
- 31** During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 32** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the

contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the contractor.

- 33** If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 34** The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 35** The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 36** The bidder should be registered with the concerned authorities of West Bengal Labour Department under Contract Labour (R&A) Act 1972 and also West Bengal Private Security Agencies (Regulations) Act, 2007.
- 37** Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 38** The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams, rain coats, umbrellas, ID cards and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- 39** The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 40** The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
- 41** If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the quotation, it shall be recovered by the Department from the agency.
- 42** If any underpayment is discovered, the amount shall be duly paid to the agency by the Department.
- 43** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

- 44** The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month.
- 45** The contractor shall disburse the wages to its staff deployed in the Department every month through ECS or by Cheque in the presence of concerned representative of the Department.
- 46** The contractor should have round the clock control room service and on crisis/ demand they shall get contact along with quick response teams to deal with emergent situations.
- 47 OBLIGATION OF THE CONTRACTOR:**
- a. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 48 Dispute Resolution**
- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred Managing Director, WBIDC whose decision shall be final and binding on all the parties.
- 49 JURISDICTION OF COURT**
- The courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- 50** Contractor should report/ inform to the concerned official entrusted by the department replacement or maintenance of any tools and plants or machineries time to time which directly or indirectly related with the proper security services in the premises, round the clock.
- 51** Competent authority of WBIDCL, Kolkata may increase or decrease the security personnel any time in the contract period. Contractor should abide by the same and have to perform the necessary arrangements that the competent authority of WBIDCL have asked for.

SECTION 4

ANNEXURE-I

FORM OF BID FOR PROVIDING SECURITY SERVICES

Affix duly Attested
P.P. Size recent
photograph of the
prospective bidder.

- 1. Names, address of firm/Agency and Telephone numbers :**
- 2. Registration No. of the Firm/ Agency :**
- 3. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with :**
- 4. Please specify as to whether Quotationer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified :**
- 5. Copy of PAN card issued by Income Tax Department and Copy of preceding 3(three) Financial Year's Income Tax Return :**
(Upload the specified documents and mention "Documents attached")
- 6. Provident Fund Account No :**
(Upload the specified documents and mention "Document attached")
- 7. ESI Number :**
(Upload the specified documents and mention "Documents attached")

8. Licence number under Contract Labour (R&A) Act :
(Upload the specified documents and mention "Documents attached")

9. Details of EMD deposited :
(Upload the specified document of payment proof and mention the amount and "Document attached")

10. Any other information:

11. Declaration by the bidder:

This is to certify that I/We before signing this quotation have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

**(Signature of the bidder)
Name and Address
(with seal)**

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the security services in the **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD., "PROTITI", 23, Abanindranath Tagore Sarani, Kolkata - 700017**. The contractor shall ensure protection of the personnel & property of the Department, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Department building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No items are allowed to be taken out without proper Gate Passes issued by the concerned competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Department will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.

11. Entry of the street-dogs and stray cattles into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Department may be incorporated in the agreement. The same shall also be binding on the contractor.

Details of Manpower Required

Sl. No.	Details of Floors	Number of Security Guards required	Total
1	Ground Floor Reception	1	8:00 hrs – 20:00 hrs.
2	First Floor	1	8:00 hrs – 20:00 hrs.
3	Second Floor	1	8:00 hrs – 20:00 hrs.
4	Third Floor	1	8:00 hrs – 20:00 hrs.
5	Fourth Floor	1	8:00 hrs – 20:00 hrs.
6	Fifth Floor	1	8:00 hrs – 20:00 hrs.
7	In Gate	2	8:00 hrs – 20:00 hrs.
8	Out Gate	1	8:00 hrs – 20:00 hrs.
9	Patrolling All Floors	1	20:00 hrs – 8:00 hrs.
10	In Gate	1	20:00 hrs – 8:00 hrs.
11	Out Gate	1	20:00 hrs – 8:00 hrs.
	Total	12	24 hours round the clock

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY
SERVICES**

Sl. No.	Documents asked for	Folder cover name and file names of the placed documents
1	Proof of deposited Bid Security (EMD) of ₹ (Rupees in words) for online payment	
2	Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, consortium etc. name designation, address and office telephone numbers of Directors/Partners and partnership deed also.	
3	Undertaking on a Stamp paper of ₹ 100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).	
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the preceding 3(three) financial years.	
5	Self-attested copy of GST Registration No.	
6	Self-attested copy of valid Registration number of the firm/agency.	
7	Self-attested copy of valid Provident Fund Registration number.	
8	Self-attested copy of valid ESI Registration No.	
9	Self-attested copy of valid Licence No. under W B Contract Labour (Regulation & Abolition) Rules, 1972.	

10	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11	Annual returns of preceding three years supported by audited balance sheet (clause 2.1 of NIT), duly signed by Chartered Accountant.	
12	Annual Turnover (in Lakhs)	
13	Manpower on roll	
14	ISO Certification of the firm (Yes/No)	
15	Any other documents, if required.	

Seal and Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.

(ON A STAMP PAPER of Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency-----

Name of the quotation----- Due date:-----

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in quotation document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained Security Guards.
5. I/We do hereby undertake that complete security of the Department shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of ₹ -----
----- Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of ----- between (Name of the Bank) (hereinafter called the "Bank") of the one part and -----(Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS ----- (Name of the Department) has awarded the contract for Security services contract for ₹ -----(Rupees in figures and words) (hereinafter called the "contract") to M/s -----(Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹ -----(Amount in figures and words).
4. NOW WE the Undersigned ----- (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ----- (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of ₹ ----- (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of -----months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will

extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the -----
----- day of ----- (Month) ----- (year) being herewith duly authorized.

For and on behalf of
the ----- Bank.
Signature of authorized Bank official

Name-----
Designation-----
I.D. No.-----
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named -----
----- in the presence of:

Witness-1.
Signature -----
Name -----
Address -----

Witness-2.
Signature -----
Name -----
Address -----

FORM OF AGREEMENT

THIS AGREEMENT is made on the ----- day ----- (Month)----- (Year)
 Between the ----- (Name and address of the Department)
 (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to
 the context be deemed to include his successors in office and assigns) of the one part AND -----
 ----- (Name and address of the contractor) through Shri -----,
 authorized representative (hereinafter called “the contractor” which expression shall, unless
 excluded by or repugnant to the context, be deemed to include his successors, heirs, executors,
 administrators, representatives and assigns) of the other part for providing Security services to
 the ----- (Name of the Department) for providing safety, monitoring and
 surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Quotation;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f ----- as per the provisions of this Agreement and the quotation document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and quotation document, the contract price of ₹ ----- (Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the Department

Signature of the authorized official

Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
-----Name
on behalf of the Contractor in
the presence of:

By the said
-----Name
on behalf of the Employer in
the presence of:

Witness-----
Name
Address
Telephone No:

Witness-----
Name
Address
Telephone No:

PRICE BID FOR SECURITY SERVICES

Filled in BOQ to be submitted online along with this NIQ.