

West Bengal State Warehousing Corporation

(A Government Undertaking)

KHADYA BHAWAN, B-BLOCK (4th Floor)

11A, MIRZA GHALIB STREET, KOLKATA-700087

Email :swc@wb.gov.in

NIET NO. : 2436C(IV)-20/Part/SWC/2024

Date : 20.10.2022

Notice Inviting e-Tender

For and on behalf of West Bengal State Warehousing Corporation, the Managing Director invites **Online** tenders in **TWO BID SYSTEM** from reliable, resourceful, bonafide and experienced firms/ companies/ individual having valid license of Home & Hill Affairs Department, Govt. of West Bengal under the Private Security (Regulation Act, 2005), requisite financial capability and sufficient credential on execution of similar nature of work for providing Security Service by deploying adequate security guards/Helpers including monitoring and surveillance at all warehouses/ godowns including Head Office of WBSWC under 2 different zones per **Annexure-A & B** on as and when required basis.

Date and Time Schedule of e-Tendering

Sl. No.	PARTICULARS	DATE	TIME	VENUE/PORTAL
1.	<i>Date of uploading (Publishing) of NIET and other Documents (Online)</i>	20.10.2022	18.55 Hrs	www.wbtenders.gov.in
2.	<i>Documents download start date (Online)</i>	20.10.2022	18.55 Hrs	www.wbtenders.gov.in
3.	<i>Pre-Bid meeting</i>	01.11.2022	12:30 Hrs	Conference Hall of WBSWC Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata- 700087
4.	<i>Bid proposal submission start date (Online)</i>	02.11.2022	12:30 Hrs	www.wbtenders.gov.in
5.	<i>Bid proposal Submission end date (Online)</i>	18.11.2022	12:00 Hrs	www.wbtenders.gov.in
6.	<i>Date & Time of opening of Technical bids (Online)</i>	21.11.2022	12:00 Hrs	www.wbtenders.gov.in
7.	<i>Date & Time of opening of Financial bids</i>	Will be intimated later on.		

Period of contract	Initially for 01 (One) year. However subject to satisfactory performance during the 1st year the contract may foreextended further two times by one year each.
Bid validity period	120 days w.e.f. the date of publishing of NIET.

1. **Name of Scheme:** Providing Security Service by deploying adequate security guards/Helpers including monitoring and surveillance at all warehouses/ godowns including Head Office of WBSWC on as and when required basis.
2. **Scope of work:** Providing Security Service by deploying adequate security guards/Helpers including monitoring and surveillance at all warehouses / godowns including Head Office of WBSWC as and when required basis under 2 different zones (as per annexure A & B) and in addition to that security guards may also be provided at different private hired godowns at different locations across the state on as and when required basis.
3. **Location of Work:** All warehouses/Godowns/Bungalow including Head Office of WBSWC under 2 different zones as per **Annexure A & B** on as and where required basis.
4. **Duties & responsibilities :** To provide adequate security personnel for round the clock security services 24 x 7 basis to safeguard all the assets of WBSWC and its properties from pilferages and maintain the standard security norms to protect it from other insecurities and also to ensure proper locking of premises, common area etc. in case of any theft, breakage, pilferage of machineries, equipment, instruments any fixture and/or fittings, furniture etc., the responsibility lies with the security personnel and the security personnel shall report the same to the office immediately after occurrence of incidence. The deployed Security personnel/Helpers may also have to comply other incidental works as instructed by the Authority or designated officers of WBSWC.
5. **Estimated cost of work:** Rs.10 Crores (Ten Crores) (approx.)
6. **Duration of the work contract:** Initially for 01 (One) year. However subject to satisfactory performance during the 1st year the contract may be extended for further two times by one year each.
7. **Security Deposit:** 3% of the contract amount for 3 years i.e. Rs. 90.00 lakh (approx.).
8. **Tender inviting Authority:** The Managing Director, WBSWC.
9. Average Annual turnover from Security Contracting business for the past 3 (Three) Financial Years should not be less than ₹2 Crores from the deployment of Security Guards. Completion Certificate or Payment Certificates of the concerned authority in support of the credential including Audited Balance Sheet (authenticated by a chartered accountant) for the last three financial year shall have to be produced.

Credential of sub-contract work will not be acceptable.

10. Documents to be furnished

- a. Valid license issued by the Home Political Department of State Govt. under the Private Security (Regulation) Act, 2007.
 - b. Pan Card (Xerox Copy).
 - c. Valid Trade license.
 - d. GST Registration Details.
 - e. Copy of E.S.I. & E.P.F. Registration certificate.
 - f. Audited Balance Sheet of last 3 (three) Financial years i.e. 2019-20, 2020-21 & 2021-22.
 - g. Income Tax return of last 3 (three) Assessment Years 2019-20, 2020-21 & 2021-22.
 - h. Latest Professional Tax Return.
 - i. Bank Statement of last 6 (six) months.
 - j. One Affidavit before Notary as prescribed by the authority will have to be submitted along with this tender. (**Annexure-I**)
 - k. A Bidder should submit an Affidavit on Non-judicial stamp paper mentioning his Financial Stability to make payment of wages to the Security Guards / Helpers engaged by them at the WBSWC managed godowns for a period of at least 2 months as per format given in the **Annexure-II**.
 - l. If the applicant is an authorized signatory he should submit document of authorization in his/her favour along with the application. In case of Partnership firm, copies of the partnership deed are to be submitted along with the tender document.
 - m. The selected bidder must have its offices in West Bengal. Agencies operating from outside the State without office(s) in West Bengal will not be considered. Selected bidder must give the proper address of office in West Bengal and its registered office along with address proof.
11. **EMD:** Earnest Money of **Rs.4,00,000/- (Rupees four lakh)** only by way of Net Banking or RTGS/NEFT through Pooling Account of ICICI Bank vide Finance Deptt. Govt. of West Bengal G.O. No. 3975-F(Y), dt.28.07.2016.
12. **Bid documents:** Bid Document is available in the NIC's official website, **www.wbtenders.gov.in** Bidders who have registered with **National Informatics Centre (NIC)** can participate in the tender. Interested bidders shall register with NIC in advance. Necessary assistance can also be obtained from the Office of the M.D., WBSWC.

**Managing Director
WBSWC**

GENERAL INSTRUCTIONS

1. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the **Government e-Procurement System/ Portal**www.wbtenders.gov.in

2. Digital Signature Certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC).

3. Collection of Tender Documents:

The intending Bidders can search & download N.I.T. and Tender Document(s) electronically from the **Government e-Procurement System/ Portal**. **This is the only mode of collection of Tender Documents**. There is no Tender Document Fee with respect to this tender.

4. Submission of Tenders:

Tenders are to be submitted online in the website www.wbtenders.gov.in in two folders at a time, one in Technical Proposal & the other in Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded in the form of scanned copy duly signed (and stamped) on all pages. The documents will get encrypted (transformed into non readable formats).

5. Earnest Money Deposit (EMD): Procedure to be followed for online submission of EMD is as below:

6. Login by Bidder: A Bidder desirous of taking part in the tender invited by the Corporation shall login to the e-procurement portal at <http://www.wbtenders.gov.in> using his login ID and password.

He/she will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payment modes:

- i. Net banking (any of the Banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.
- ii. RTGS/NEFT in case of offline payment through bank account in any Bank.

7. Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway

- i. On selection of net banking as the payment mode, the Bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the Bidder will get credited to the concerned pooling account maintained with the Focal Point Branch of ICICI for collection of EMD/Tender Fees.
- v. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

8. Payment through RTGS/ NEFT

- i. On selection of RTGS/ NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction.
- ii. The Bidder will print the challan and use the pre-filled information to make RTGS/ NEFT payment using his bank account.
- iii. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the concerned Pooling account maintained with the Focal Point Branch of ICICI Bank for collection of EMD/Tender Fees.
- v. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- vi. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

9. Refund of Earnest Money Deposit:

The Earnest Money of the Bidders who do not qualify technically shall be refunded automatically by the portal. Further, Earnest Money of technically qualified bidders except L1 shall be refunded after finalization of the tender process by the portal. Earnest Money of L1 Bidder shall be treated as per Govt. orders. Please see OM 3975-F(Y) dated 28th July 2016 for more details.

10. Forfeiture of Earnest Money Deposit of a Bidder will be mandated under the following circumstances:

- i. WBSWC reserves the right to forfeit the Earnest Money Deposit of any Bidder in the following circumstances:
- ii. Withdrawal of bid, while bids are under consideration during the tendering period.
- iii. Any unilateral revision made by the Bidder during the valid period of offer.
- iv. Failure to accept the “Work order” or execute the Agreement or submit Security Deposit in prescribed time as required.
- v. Failure to execute the work or part thereof.

11. Disqualification Conditions

Following are grounds for disqualification :-

- i. Bidders who have been blacklisted or otherwise debarred by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- ii. Any bidder whose contract with the SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
- iii. Bidder(s) whose EMD and/or SD has been forfeited by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking, on serious/ grave ground i.e. submission of false/forged/ tampered/fabricated / manipulated documents/ information at any occasion during last 5 years will be ineligible.
- iv. If the proprietor/any of the partners of a partnership firm/any of the Director of a company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of

three years or more, such bidder will be ineligible. However on acquittal by the appellate court the bidder will be eligible.

- v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the bidder disqualified.
- vi. At any stage during the bidding process, or even after the issuance of the work order, if it is found that the bidder has willfully made any misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements and/or has suppressed material information (which may render the bidder ineligible to participate) WBSWC reserves the right to cancel the work order, forfeit Earnest Money Deposit, Security Deposit and terminate any agreement with such bidder, without prejudice to its rights and contentions reserved under the Applicable Laws.
- vii. The bidder who submitted any forged/fabricated document to WBSWC in connection with any earlier tender and the same has been proved by documentary evidence shall not be able to participate in the instant tender. Such bid will be summarily rejected at the evaluation stage itself.

12. Amendment of Bidding Document

- i. At any time, prior to the deadline for submission of bids, WBSWC may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by way of corrigendum(s) and/or amendments. Any such amendment shall form an integral part of this Tender Document.
- ii. WBSWC reserves the right to extend the deadline for submission of bids in case any material amendment has been made to the Tender Document. Such amendments, modifications, clarifications etc. issued by WBSWC shall be binding on the bidders, and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid. Bidders should take into account any corrigendum/addendum published with respect to this Tender from time to time and such modifications and/ or amendments and/or clarifications will be binding on the Bidder notwithstanding whether the Bidder has uploaded the bid documents or not.

- iii. Prospective bidders are requested to visit the mentioned website on a regular basis to remain informed and updated of any and all developments with respect to the Tender. WBSWC will bear no responsibility or liability for bidders failing to do so.
- iv. The Bidder agrees and acknowledges that in matters of determining the rights and obligations of the Selected/Successful Bidder, this Notice inviting Tender, clarifications, amendments, modifications, notices, etc. issued by the WBSWC till the date of issue of the results in this Tender, the documents submitted by the Selected Bidder during the Tender Process, Bills of Quantity, the Work Order, the Agreement and any and all other document whether mentioned hereinabove or not, but issued or exchanged as part of the Tender Process and appointment of the Selected Bidder shall constitute the Tender Documents.

13. Bidding Instructions:

i. Quoting the rates in Bill of Quantities (BOQ)

The Bidder shall enter his bid in the “*Bill of Quantities*” given on the Portal, and nowhere else.

ii. The intending bidders are required to quote the rates on-line. No off-line Tender will be entertained.

- iii. All bid prices quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs but excluding GST/IGST. **The price should be firm, final and irrevocable and not subject to any change whatsoever, even due to increase in cost of any component thereto, and any changes or imposition of statutory levies.**

iv. Signing of tender: Person or persons signing the tender shall state in what capacity he/she is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary/ Manager/ Director etc. of a Limited company or as a partner of a partnership firm or a Co-operative Society. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status

below his signature.

- v. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or Co-Operative Society shall be responsible to produce certified copy of Board Resolution/ or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation under the Law.
- vi. The power of attorney should be signed by all the partners, in the case of partnership concern; by the proprietor, in case of the proprietary concern and by the person who by his/her signature can bind the company in the cases of a limited company. In the case of Hindu Undivided Family the power of attorney should be signed by the Karta who by his signature can bind the firm. Scanned copy of the power of attorney should be attached Annexure-V.

14. Corrupt Practices: Any bribe, commission or advantage offered or promised by or on behalf of the bidder to any officer or servant of the Corporation shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered. Canvassing on the part or on behalf of the bidder shall also make his tender liable to rejection.

15. Note and Other Details:

- i. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered /altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/she/they himself/herself/themselves would disqualify for future participation in the tenders of West Bengal State Warehousing Corporation works for the next 05 (Five) years.
- ii. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.

- iii. The tender document for this work is available only in electronic format which bidder can download free of cost from the website www.wbtenders.gov.in .
- iv. Bidder shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by West Bengal State Warehousing Corporation will be out rightly rejected. Bidder will have to submit EMD as indicated at Clause 7.1.5.
- v. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- vi. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- vii. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing Financial Offer i.e. Technical Bid and Price Bid through e-tender process only.
- viii. Intending bidders are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- ix. No definite volume of work to be performed during the currency of the contract can be guaranteed by West Bengal State Warehousing Corporation.
- x. Registered Co-Operative Societies should furnish the proof of Registration with Registrar of Co-Operative Societies or Taluk Co-Operative Officer along with a resolution passed by the Society to participate in the tender enquiry. "The persons signing the tender form or any document of the tender on behalf of another or on behalf of a firm of Co-Operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other persons or the firm as the case may be, in all matters pertaining to the Agency. If the person so signing the tender fails to produce the said Power of Attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law."

- xi. The West Bengal State Warehousing Corporation reserves the right to accept/ reject the tenders without assigning any reason, the decision of the Corporation shall be final and binding on bidder.
- xii. Any clarification regarding online participation, they can contact the General Manager (Administration), WBSWC at 11/A Mirza Ghalib Street, B-Block (4th Floor) Kolkata-700087 on any working day between 11 AM to 5 PM before the preceding day of the closing date.

16. Qualification conditions for Tender

I. Credential :

- i. The Tenderer/Agency should have experience of supply of Security Guards/Helpers or successfully executed similar nature of work in the immediate preceding three Financial Years i.e. 2019-20, 2020-21 & 2021-22 having average quantum of Tender value of Rs.1 Crore in single work order or Rs.1.5 crore and above in multiple contract in any Govt./Semi Govt./Undertakings/Autonomous/ Statutory bodies/Local bodies/Reputed Bank/PSU or Reputed Corporate Company. Completion Certificate or Payment Certificate duly obtained from the concerned authority shall have to be produced in support of the credential. Credential of sub-contract work will not be acceptable.
- ii. Average Annual turnover from Security Contracting business for the past preceding 3 (three) Financial Years i.e. 2019-20, 2020-21 & 2021-22 should not be less than Rs.2 crore from the deployment of Security Guards. Completion Certificate or Payment Certificates of the concerned authority in support of the credential including Audited Balance Sheet (authenticated by a Chartered Accountant) for the last three financial year i.e. 2019-20, 2020-21 & 2021-22 shall have to be produced. Credential of sub-contract work will not be acceptable.

II. EMD : EMD has been fixed of Rs.4,00,000/(Four Lakh) only.

III. Security Deposit : The successful tenderer shall furnish a sum equivalent to 3% of the Contract value as Security Deposit for 3 years in the form of Bank Guarantee in favour of West Bengal State Warehousing Corporation within 15 (fifteen) days from the date of acceptance/receipt of the Offer letter. However, if the said Bank guarantee is found false/forged/tampered/ fabricated and manipulated, WBSWC reserves the right to cancel the Offer letter and forfeit the Earnest Money.

IV. The Tenderer/Agency shall have to provide an undertaking declaring the financial stability in order to make payment of wages to the Security Guards/Helpers engaged by them at the WBSWC managed godowns for a period of at least 2 months.

V. Acceptance of Tender :

The following procedure would be adopted in case when there is a tie among the L¹ bidders –

A. Keeping the discovered L¹ rate as ceiling, sealed bids may be invited from all the L¹ bidders and out of those the lowest one may be selected.

B. If none of the bidders is ready to offer further reduced rates.

Or

There is again a tie between the bidders even after sealed bids.

Or

All the bidders have quoted equal to the maximum permissible lowest limit in such cases the bidder having aggregate highest value of work executed only in the Govt. Deptt. or Govt. PSUs in any of the three years during the last five financial years as per the experience certificate shall be considered as L¹ and that shall be final and binding on the bidders.

C. If it is found that more than one bidder quotes the same rate and have experience certificate issued by any private company/ organization all such bidders i.e. not issued by the Govt. Deptt. or Govt. PSUs, the final selection will be made on the basis of draw of lot and that shall be final and binding on the bidders.

VI. Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.616/- per head per month, which will be remain unchanged and continued throughout the contract period.

VII. The bidder who submitted any forged/fabricated document to WBSWC in connection with any earlier tender and the same has been proved by documentary evidence shall not be able to participate in the instant tender. Such bid will be summarily rejected at the evaluation stage itself.

VIII. Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the documents

(especially Completion Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the bidder will be suspended from participating in the tenders on WBSWC's e-Tender platform for a 2 (two) years.

17. FINANCIAL BID:

1. The Financial Bid Form shall be submitted in the prescribed Financial Bid Format as per Annexure – II (BOQ) through online only.
2. Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.616/- per head per month, which will be remain unchanged and continued throughout the contract period.
3. The bidder will be bound to make the following payments which will be re-imbursed by the Corporation against the bill along with all supporting and duly certified by godown/ office in-charge. :
 - i. Minimum wages per head per month – as per Minimum Wages Act i.e. the rate of unskilled worker as per Labour Department notification which may be changed time to time as per Govt. notification.
 - ii. EPF & ESI contribution – As per EPF & ESI Act per month.
 - iii. Bonus (Proportionate monthly amount) as per order of Finance Deptt., Govt. of West Bengal per head per month.
 - iv. Payment of 4(four) National Holidays (proportionate amount per month per head).
 - v. Weekly off for relieving duty per head per month (**where applicable**).
 - vi. Service Charge – Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.616/- per head per month, which will be remain unchanged and continued throughout the contract period. The rate quoted shall be applicable for both the **Zone-A and B**. No extra cost will be given except enhancement of minimum wages by labour Department notification time to time. Service charge should not be quoted in percentage which will be unchanged through the period of contract even in case of increase in minimum wages.
4. The rate i.e. Service Charge is to be quoted in figures clearly in the specified

space of the Tender form/ Financial bid Form only.

5. The bidder shall include income tax, GST, cess etc. as applicable if any, toll, ferry charges, local charges, and royalties, turn over tax and all other charges as applicable while quoting the rate. **GST if any shall not be included as it would be re-imbursed by the authority separately if applicable on submission of satisfactory documentary evidence.**
6. All other charges like insurance charges (except ESI), freight etc. as would be required for completion of the work shall also be included in the rate quoted i.e. Service Charge. No claim what so ever in this account shall be entertained.
7. Annexure A& B is purely indicative, actual deployment may vary as per requirement of the Corporation.

18. Taxes & duties to be borne by the Contractor:

It may again be reiterated that Income Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy/cess etc. will have to be borne by the contractor while executing the work.

19. Site inspection before submission of tender:

Before submitting any tender, the intending bidder should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

20. Conditional and incomplete Tender:

Conditional and incomplete tenders shall be summarily rejected.

21. Payment

The payment of RA as well as final bill for any work will be made according to the availability of fund and no financial claim in case of any delay in payment will be entertained. However, monthly payment will be made to the agency after ensuing the satisfactory performance of the security personnel and verification of the wages made to the security personnel deployed for providing security services. **Payment of Salary of the Security Guards / Helper should be made by 7th of the following month.**

22. Security Deposit

Total **3%** of the contract value shall be the security deposit which is refundable, without interest, after necessary deductions, if any, after expiry of the contract period. The successful bidder will pay the Security Deposit as

DD in the name of *West Bengal State Warehousing Corporation* within **15 (fifteen) days from the date of receipt of offer letter**. An application along with a prescribed format of this office to be submitted for release of S.D. for which the contractor should apply to the authority after completion of the contract period with an undertaking that the work is maintained properly as per the terms of contract.

23. Execution of Agreement

The successful bidder shall have to execute an agreement with the Corporation as per prescribed format of the Corporation prior to issuance of Work Order.

The schedule for release of Security Deposit would be as below:

After verification of the total assets - within 6 months after successful completion of the contract – Full SD will be released.

24. Withdrawal of tender:

A tender once submitted shall not be withdrawn within a period of 120 days from the last day of the opening of the financial bid of the tender. If a bidder withdraws his tender within this period without any valid reason, EMD of the bidder will be forfeited.

25. Statutory Obligations

- i. The service provider must comply with all statutory obligations and provisions as per law of the land and as contained in relevant Acts like, Workmen's Compensation Act 1923, the Contract Labor (Regulation & Abolition) Act 1970, Employees Provident Fund & Miscellaneous Provisions Act 1952 , Employees' State Insurance Act 1948 , Payment of Wages Act 1936 , Minimum Wages Act 1948, Private Security Agencies (Regulations) Act 2005 and any other applicable Acts / Guidelines / directives etc. and rules made there under.
- ii. The financial obligation(s) arising out of statutory obligations would be entirely on agency's account and WBSWC will not be responsible on this score for any reason whatsoever. The register maintained by the successful bidder in this regard, shall be subject to scrutiny of WBSWC, if WBSWC desires so.
- iii. The service provider has to pay minimum wage in compliance with notification of Labour Department, Govt. of West Bengal, as modified from time to time. In no case, the said wage can be divided into other component(s). PF, ESI and Bonus should be over and above the minimum wage as above **or as notified by the Labour Department, Govt. of West Bengal.**

- iv. All deployed personnel would be eligible for payment of:-
- 1) Minimum Wages per head per month as per existing W.B. Govt. Rules;
 - 2) ESI & PF as per existing rules;
 - 3) Proportionate Bonus per month as per existing rules;
 - 4) Weekly off for reliving duty per head per month.(Wherever applicable)
 - 5) Proportionate amount of wages of 4(four) National Holidays per month.

26. ESI/ Medclaim Policy:

- i. Since service provider(s) have to deploy existing manpower, immediate process for change of employer (if any new service provider got LOA) has to be taken with respective ESI authority within one month after receipt of the LOA with intimation to the concerned controlling officer. Similarly, Medclaim policy from an Insurance Company approved by Insurance Regulatory and Development Authority (IRDA) should be purchased forthwith in non-ESI areas only.
- ii. The successful bidders have to submit a list of deployed manpower of the respective sub-station / Office indicating Name, Father's / Husband's Name, Date of Birth, Communication & Permanent Address, Qualification(s), Wage particulars including statutory documents such as E.S.I. Card / Medclaim Policy No., EPF Account No. to the Secretary, WBSWC within one month from the date of receipt of LOA / date of actual engagement.

The Vendor while submitting the bill must enclose Electronic Challan cum Return as per Employees' Provident Fund Scheme, 1952 along with Bank Challan of Remittance acknowledgement by EPFO positively in token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number , as to be mentioned if the LOA **along with they should also submit a soft copy (Excel format) of EPF Payment Compliance Report in prescribed format which will provided by WBSWC to the successful bidder as well as Professional Tax Deduction Certificate should be submitted at every month.**

- iii. The Agency must ensure that employees as engaged are registered as per E.S.I. Act. The vendor is liable to enclose necessary Challan towards payment of E.S.I. Contribution to the respective E.S.I. Authority where ESI Scheme is applicable otherwise the vendors have to procure MEDICLAIM Insurance Policy from an Insurance Company approved by Insurance Regulatory and Development Authority (IRDA) in respect of each of the employees where ESI Schemes are not applicable.
- iv. Payment of wage should be made along with duly authenticated Wage Slip indicating Minimum Wage. PF deductions, ESI (both employer & employees contribution), Bonus Component.

- v. Issuance of Appointment order to each employee is mandatory. A copy of each such Appointment Letter may be sent to the Zonal Officer / Superintendent of the Concerned Zone / Warehouse.

27. Terms & Conditions

- i. The No. of Unarmed Security Guards and Helper (as per Annexure A & B) to be deployed in the warehouses may vary from time to time as per decision of the authority of the Corporation. Decision of the authority in this regard shall be binding on the bidders.**
- ii. The tender accepting authority may ask any bidder to submit analysis to justify the rate quoted by the bidder.
- iii. The Security Agency shall have to ensure the presence of requisite number of security personnel round the clock on all the days of the contractual period. Duty Roster of the security guards should be placed to the authority at the beginning of every week and changes to be made therein, if any, should also be intimated to the authority quite well ahead of date of change. The security guards will have to give their full signature in lieu of short signature in the duty register / Attendance Register. The register shall remain available round the clock for inspection by the authorized representatives of the M.D., WBSWC. The bidder shall submit copies of the Gun License to the Authority, before their deployment.
- iv. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions by the Authority. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the premises of the listed Warehouses and offices as mentioned in **Annexure A & B.**
- v. The bidder shall ensure that a person deployed for security duty is a matriculate (Class X pass) or has higher education.
- vi. The Bidder should ensure about the integrity of the personnel to be deployed by them for security. Misconduct on the part of any security guard damaging and polluting the atmosphere and creating a sense of insecurity renders him/her disqualified for the job. Such persons engaged for security purpose and those found involved in any sort of criminal activity or implicated by in any Court of law should be removed from the job and replaced immediately.
- vii. The personnel engaged should be of robust physique and project an image

of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the public. The Authority shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The security agency should also ensure that the security guards as deployed are physically fit and mentally alert in all respect. In other words, any infirm person or anybody found crippled with serious ailment is not fit for security service. The Security Agency shall have to arrange the suitable replacement in all such cases.

- viii. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform provided by contractor and are required to display photo identity cards, failing which it will invite a penalty of Rs.100/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
- ix. Corporation reserves the right to recommend the removal of any person on security duty on account of indiscipline, unpunctuality or any other reason thereof, and it shall be the duty of the vendor to provide a replacement of such a person within 07 working days.
- x. If any accident happens to security personnel during duty hours, the Security Agency shall be solely responsible for providing necessary treatment and compensation to the affected security personnel or his / her affected dependent family members.
- xi. The Security Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the different estates/premises. That in the event of any loss occasioned to the Authority, as a result of any lapse on the part of the agency as may be established after an enquiry conducted by the Authority, such loss will be made good from the amount payable to the Security Agency. The decision of the M.D., WBSWC in this regard will be final and binding on the agency.
- xii. Violation of any condition as contained in the contract will render the contract liable to be terminated at any point of time with forfeiture of EMD / SD and any punitive measure as the authority deems fit.
- xiii. The Authority 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 of the General Manager (Storage), WBSWC.
- xiv. The Authority shall not be responsible for providing residential accommodation to any of the employee of the Security Agency.

- 28.** i. The Authority shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Authority does not recognize any employee employer relationship with any of the workers of the contractor.
- ii. All staff during work will have to carry Photo Identity Card in a manner that is visible at the front of the Personnel.
- iii. The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills
- iv. Questionnaire for the pre-bid meeting if any shall be forwarded to this office on or before pre-bid meeting to be held at **12.30 P.M on 01.11.2022**. At any time, prior to the deadline of submission of Bid, WBSWC may, for any reason, modify the Bidding Documents by issuing Addendum/ Amendments and the same will be available in the Corporation website (www.warehousingwb.com) only in due time. WBSWC shall not have any obligation to inform the Selected Bidder through any other mode of communication.
- v. Invitation of application for issue of tender does not constitute any guarantee for issue of tender paper to the applicant even to the enlisted bidder of appropriate class. Contractor will not be entitled for any compensation for rejection of his application.
- vi. The rates quoted in the tender shall remain valid for 120 days from the date of submission of Tender for acceptance.
- vii. Sub-letting of the job is not permissible and the Bidder must submit one undertaking that he will not sub-let the job under any circumstances. If the authority comes to know that the agency has sub-let the work then action shall be taken to terminate the contract and the SD money will be forfeited.
- viii. **Agency should have financial stability to make payment of Wages to the Security Guards / Helper engaged by them at the designated godowns for a period of at least two months.**

29. Penalty: For poor service and loss of any asset penalty as decided by the authority will be imposed upon the agency.

The **Contractor** whose Tender is accepted shall make formal agreement (format enclosed) with The Managing Director, W.B. State Warehousing Corporation within 7(seven) days from the date of issue of an intimation to that effect by this office. If the Contractor fails to perform the formalities within the specified period, Tender will liable to be cancelled and the earnest Money will

be forfeited.

The **Agencies**/contractor shall abide by all the labour welfare laws and their modifications from time to time, if any, within the contract period. Minimum labour wages, labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, WBSWC shall be held responsible for any eventualities in this regard including payment of wages to personnel deployed by the contractor.

The successful Bidder is to obtain license from the Registering Officer under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also required to fulfill all the terms and conditions as embodied in the above Act, as well as any other laws and statutes as applicable.

WBSWC takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by **post** either way.

Bidder can **approach** the General Manager (Storage), WBSWC for any clarification with respect to this tender.

The **acceptance** of the Tender will rest with the accepting authority who does not bind himself to accept the lowest or any tender and reserves the right to reject in part or in full of all tenders received without assigning any reason thereof. The decision of authority with respect to this tender is final and binding. During the evaluation of the financial bids of the technically qualified bidders, if it is found that more than one bidder quoted the same rate, the selection will be made on the basis of draw of lot and that shall be final and binding on the bidders.

The Bidder should sign all corrections in the tender with date. The Bidder must sign each of the Tender **documents**.

Bidders who will sign on Tender on behalf of a company or Firm must produce the “Registered **documents**” in respect of their competency to do so, failing which their tender will not be considered.

All **materials** & workmanship shall be as per the approved quality and methodology.

No advance will be paid to the contractor.

Payment may be withheld/not made on average or poor quality of service.

The guardian schedule may be modified by the authority at any time without prior intimation and for that no extra payment will be made. Any escalation of

cost is not permissible at any time after the issuance of work order. Agency shall be barred from approaching the authority to claim escalation cost for reasons whatsoever.

The work may be terminated at any time with clear 15 days notice to the contractors served by the Authority.

Original copy of all certificates shall be produced for checking and verification of all supporting documents on request of WBSWC.

Credibility of the agency engaged in WBSWC will be evaluated by the tender committee and whether to allow the agency to participate in further tenders of the authority will be decided by the committee. Decision of the authority is final and binding on the concerned agency.

- 30. Termination of Contract/ Work Order:** The authority may terminate the contract/work order due to the following reasons at any point of the time during the contract period.
- i. Poor performance of the agency.
 - ii. If Govt. Order for minimum wages is not followed for payment to the security personnel.
 - iii. Violation/Non-compliance of any clause of tender document and agreement and instructions of the authority.
 - iv. Misbehavior with any official of WBSWC.

For termination of the contract/work, the authority will issue a 7 days' notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

The agency should possess the requisite and relevant equipment / training for the work.

- 31. Discretion of the authority inviting tender:** The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever. On matters of dispute authority decision shall be final and binding. The details of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Managing Director, WBSWC. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.

The points mentioned above may not be exhaustive, irrespective of what

has been mentioned in the terms & conditions, all the works as necessary are to be done for providing security service and surveillance at the different warehouses, offices & premises of WBSWC as detailed given in **Annexure A& B**.

The service of the security guards will stop automatically, if the operation of any godown is stopped.

32. ARBITRATION:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitrator who will be appointed by the Managing Director, West Bengal State Warehousing Corporation. It will be no objection to any such appointment that the person appointed is an employee of the Corporation that he had to deal with the matter to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a terms of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to Act for any reason, the West Bengal State Warehousing Corporation at the time of such transferred, vacation of Office or unable to act, shall appoint another person to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by the Managing Director, West Bengal State Warehousing Corporation, as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all. The arbitrator shall give reasons for award.

Provided further that any demand for arbitration in respect of any claim (s) of the Agency under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the Agency shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to supplier shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

33. Applicability of Law & Exclusive Jurisdiction of Court:

In case of any dispute between the parties claiming under the e-Tender document or any subsequent agreement, the laws of India will be the governing laws of dispute and Courts at Kolkata will have exclusive territorial jurisdiction to decide any contentious issues around the clauses under this document subject to the preceding clause 8.40 (Arbitration).

**Managing Director
WBSWC**

TENDER FORM
APPLICATION FORMAT : TECHNO-COMMERCIAL BID

To
The Managing Director
West Bengal State Warehousing Corporation
Khadya Bhawan, B-Block (4th Floor),
11A, Mirza Ghalib Street,
Kolkata- 700 087.

Sub: Tender Form for Enlistment of Private Security Agencies as per Advertisement no..... Dated.....

Ref : Tender Notice No. dt.....

Sir,

With reference to your advertisement in the dated for enlistment as Private Security Agencies quoting service charge for deployment of Security Guard and security Supervisor , I hereby submit the particulars with supporting with supporting documents :-

1. Name of the Organization:

2. Address with Phone No. :
.....
.....
.....

3. Performance certificate for last three years :

4. Copies of I.T. Return for Assessment Year 2019-20 to 2021-22 with relative enclosures /PAN CARD and P.T. Registration :

5. Copies of License issued by the Controlling Authority :
[As per the Private Security Agencies (Regulation) Act, 2005 and Rules framed there under] :

6. ESI Registration and Code No. (Wherever applicable) :

7. Provident fund Registration and Code No. :

8. GST Registration No. :

- 9. Proprietorship / Co. Registration No. :
- 10. Bank A/c No. with Name of the Bank & its Branch :
- 11. Particulars of Payment enclosed as Earnest Money:
- 13. Number of Employees in the Organization :
- 14. Details of person in management with mobile nos. :
- 15. How long the Organization is functioning in West Bengal :
- 16. Credentials: Details given in **Form I** :

I hereby declare that all the statements made above are true to my knowledge. I also understand that any discrepancy found in the above statement will render me liable for cancellation of my tender.

(Signature of the Bidder with seal)

FORM – I
Credential Certificate

1	Name of the work	:	
2	a) Name of the client	:	
	b) Address of client	:	
3	Amount put to tender	:	
4	Work Order No.	:	
5	Contractual amount against the tender	:	
6	Date of commencement of work	:	
7	Date of completion as per work order	:	
8	Actual date of completion (as applicable)	:	
9	<p>Final gross value of the executed work as per the final bill/payment certificate.</p> <p><input type="checkbox"/> successfully completed Providing security service and guarding arrangement within last 3 (three) financial years from the date of NIT against a single work order</p> <p><input type="checkbox"/> undertaken the job of providing security service and guarding arrangement within last 3 (three) financial years from the date of NIT against a single work order</p>	:	

(Annexure – II)

FINANCIAL BID FORM

(For information and Guidance only, Service Charge to be quoted online only)

Item Description	Service charge per Unarmed Guard/Helper per head per month
Providing Security/Helper Services to the Warehouses and offices under Zone –A and Zone B as per annexure A& B.	

1. Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.616/- per head per month, which will be remain unchanged and continued throughout the contract period.
2. The bidder will be bound to make the following payments which will be re-imbursed by the Corporation against the bill along with all supporting and duly certified by godown/ office in-charge. :
 - i. Minimum wages per head per month – as per Minimum Wages Act i.e. the rate of unskilled worker as per Labour Department notification which may be changed time to time as per Govt. notification.
 - ii. EPF & ESI contribution – As per EPF & ESI Act per month.
 - iii. Bonus (Proportionate monthly amount) as per order of Finance Deptt., Govt. of West Bengal per head per month.
 - iv. Payment of 4(four) National Holidays (proportionate amount per month per head).
 - v. Weekly off for relieving duty per head per month (**where applicable**).
3. Service Charge – Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.616/- per head per month, which will be remain unchanged and

continued throughout the contract period. The bidder should quote same service charge for the Zone-A and B.

4. The rate i.e Service Charge is to be quoted in figures clearly in the specified space of the Tender form/ Financial bid Form only.
5. The bidder shall include all taxes (except GST), if any, toll, ferry charges, local charges, and royalties, turn over tax and all other charges as applicable while quoting the rate. **GST if any shall not be included as it would be re-imbursed by the authority separately if applicable on submission of satisfactory documentary evidence.**
6. All other charges like insurance charges (except ESI), freight etc as would be required for completion of the work shall also be included in the rate quoted i.e. Service Charge. No claim what so ever in this account shall be entertained.
7. Annexure A & B is purely indicative, actual deployment may vary as per requirement of the Corporation.

ANNEXURE-I

SAMPLE FORMAT FOR AFFIDAVIT

I, Sri.....,S/o Sri....., aged.....
Years, Residing at....., Proprietor/Partner/Director of
....., do hereby solemnly affirm and declare in connection
with “**providing security service by deploying adequate security guards including
monitoring and surveillance for) as follows:**

1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, authority’s decision will be final and binding.
3. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Contractor

Name:

Place:

Date: