



WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LTD.
(A Government of West Bengal Undertaking)
11A, Mirza Ghalib Street, Kolkata-700 087.

Re E-tender Document

Terms and conditions of Security Guarding & Sweeping works at Fair Price Shop Gr. Floor, Block “B” WBECSCL Ltd., 11-A Mirza Ghalib Street, Kolkata- 700 087 as per the E-tender Notice No. ECSC/HK/19/2014/178 Dated 14.08.2018.

Successful Tenderer will mean “**CONTRACTOR**” who will act on behalf of the Corporation to undertake regular Security Guarding & Sweeping works at Fair Price Shop Gr. Floor, Block “B” WBECSCL Ltd.

The “Corporation” will mean the West Bengal Essential Commodities Supply Corporation Ltd.

Personnel (minimum) to be deployed by the contractor at his own risk and cost of the following categories.

<u>Category</u>	<u>No.</u>
A) Security Guard (without arms)	02 nos.
B) Sweepers.	01 no.
C) Key man cum Supervisor	01 no.

The nos. of personnel to be deployed may change as per requirement in due course of time.

Works to be undertaken

- A) Security Guarding at the Entry gate & Exit gate of Fair price shop from 11 am to 7 pm on working day by the security guards (without arms).
- B) Removal of garbage & waste papers etc daily, sweeping the floor & its adjacent area of the fair price shop daily by the sweeper.
- C) Supervising the work of sweeper & security with opening and closing of ‘Fair Price Shop’ (Roudra Bristi) at proper time is the duty of key man cum supervisor.

Rate

Rate must be quoted as follows:-

- | | | |
|---|---|---------------------------------|
| <ol style="list-style-type: none"> a) Per sweeper b) Per security guard. c) Key man cum Supervisor | } | on monthly basis including GST. |
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Other terms and conditions

- 1) The Contractor will take overall responsibility pertaining to security and maintenance of the entire fair price shop from 11 am to 7 pm on all working days to the full satisfaction of the Corporation.
- 2) The Contractor will provide regular proper upkeepment and maintenance of the said fair price shop. Damage, if any, is detected which for the reasons to be believed is due to negligence of the Contractor and/or its engaged personnel, the Corporation’s decision will be final and binding upon the Contractor.
- 3) The Contractor will be responsible for providing all sorts of medical treatment to the working personnel engaged by him for the work. If any of the working force engaged by the Contractor is found not suitable for the purpose whether on medical grounds or any other reason, he will immediately be replaced with a capable person and the authority of the Corporation will be kept informed of the same.

- 4) Contractor is to be wholly and exclusively responsible for the due performance of the entire obligation under the contract labour (Regulation and Abolition) Act. 1970 and the Corporation shall not in any way be responsible for the breach of violation of any of the provision under the said Act and rules.
- 5) Contractor will pay to its work force the minimum wage at least as per provisions under the Minimum Wages Act 1948 of the Labour Department of the Govt. of West Bengal. The minimum Wages whenever revised by the Labour Department of Govt. of West Bengal shall be implemented by the Contractor without any delay. The Corporation will not take any responsibility for the breach of violation of the Minimum Wages Act 1948.
- 6) Contractors will pay to its work force the Bonus as per provisions under the relevant Act, Rules and Government Order. The Contractor will also make necessary provisions for P.F. and ESI for its work force at the rates as per provisions under the relevant Act, Rules and Government Orders.
- 7) The Contractor shall on revision of Minimum wages by Labour Department, Govt. of West Bengal inform the Employer of the said revision at the earliest for implementation of the revised payment schedule. Revision of payment schedule shall only be on account of the revised minimum wages (as per relevant Circular or Notification of the State Government) and ancillary statutory dues.
- 8) A list of work force bearing photograph of each personnel duty authenticated on each page with signature and rubber seal of the contractor will have to be deposited with the Corporation by the contractor for official records.
- 9) Daily Attendance and Departure time of the working force shall strictly be recorded by the contractor in a bound register to be authenticated regularly by the Corporation official overlooking the work.
- 10) Security personnel must wear Shoe and Uniform to bear the logo of the contractor. Security staff without uniform and shoe shall not be allowed to perform duty.
- 11) High powered Torch light shall be supplied to the Security guards for perfect use.
- 12) Each of the working force to be deployed shall be provided with a photo Identity card duly authenticated with rubber seal of the Contractor.
- 13) Strict Vigilance shall be maintained by the security guards. Untoward incidents, if anything, noticed will instantly be brought to the notice of the police personnel posted at the main gate of the complex.
- 14) Working force shall not leave the premises without obtaining prior permission of the Corporation's official overlooking the work.
- 16) Contactor shall be solely responsible for conduct and behaviour of his engaged personnel.
- 17) Contactor shall supply all best quality materials i.e Harpic, Odonil, Naphthalene, Floor Cleaner, Window Glass Cleaner, Detergent Powder, Duster, Scrubbers and other required materials and equipments for proper maintenance of all the places in the fair price shop.

- 18) (a) Prospective bidders shall have to deposit Earnest Money of Rs. 25,000/- (Rupees twenty five thousand only) in favour of "W.B.E.C.S.C. Limited" through NEFT/RTGS at account as follows:- PNB, New Market Branch, IFSC- PUNB0009300, Beneficiary-"W.B.E.C.S.C. Limited", Account No. 0093000109114712 (Deposit slip obtained from the Bank where Earnest Money is deposited shall have to be uploaded latest by 3:00PM of 27.08.2018. The Earnest Money so deposited will not carry any interest. NSIC and MSME are not exempted as it is a prestigious and important work related with the security & sweeping of the Retail outlet R.B. The EMD of the successful bidder will be converted into Security Deposit which will be refunded to the Contractor after successful completion of the Contract for 12(Twelve) months and / or any period, if extended.
- (b) The amount remitted towards Earnest Money is liable to be forfeited in case the Bidder resigns from his/their offer after submission of tender or after acceptance of offer by "W.B.E.C.S.C. Limited" in such a situation the Management of the Corporation will be at liberty to negotiate rates with L-2 and or L-3 for supplying Manpower at the rate of L-1 and issue offer letter.
- 19) (a) Photo copy of the Valid Private Security License issued from Home Deptt.
- (b) Valid License issued from Labour Department for House Keeping Work.
- (c) Valid Registration Certificate issued under W.B. Shops and Establishment Act. 1963 by the office of Labour Commissioner.
- (d) Trade License issued by Concern Municipality/Corporation.
- (e) GST Code Registration Certificate.
- (f) PF & ESI Registration Certificate with challans of May'2018.
- (g) P. Tax Registration Certificate with renewal challan.
- (h) Bank Solvency Certificate from a nationalized bank above 30 lacs.
- (i) Income Tax return already submitted for the Assessment year 2015-16, 2016-17, 2017-18.
- (j) Annual Turn Over above Rs. 50 Lacs in any assessment year 2015-16, 2016-17, 2017-18.
- (k) Audited balance sheet and PL Account for the assessment year 2015-16, 2016-17 & 2017-18.
- (l) Aadhaar Card of the Proprietor if the Service Provider is a Proprietorship Concern, Partnership Deed if the Service Provider is a Partnership Firm and Memorandum and Articles of Association if the Service Provider is a Company are to be annexed with the Tender Form.
- (m) Single work order above Rs. 10 Lacs monthly in any assessment year of 2015-16, 2016-17 & 2017-18 from Govt. Departments / Semi Govt. Departments are to be uploaded.
- 20) Without any of the documents vide Para 18 & 19, tender will not be considered.
- 21) Bill in duplicate along with the statement detailing the attendance of the personnel worked in a month is to be deposited for payment. Such statement shall be got checked and verified by the Corporation's official overlooking the work.
- 22) The monthly rate must be quoted for each category of personnel.
- 23) Before quoting the rates the agency should inspect the site during office hours and working days.
- 24) Management reserves the right to either accept and/ or reject any or all the tenders and/ or negotiate with one or more the Tenderer without any reason whatsoever.

SUBMISSION OF TENDER:

All appendices, attached with this e-Tender Document should be duly filled in using **Digital signature Certificate (DSC)** in all pages and are SACROSANCT for considering any offer as valid, except Appendix – I, which is to be signed physically also.

The conditions of contract, which will govern any contract made, are in accordance with and subject to:

- i. West Bengal Financial Rules as amended up to date.
- ii. West Bengal Delegation of Financial Power Rules, 1977 as amended up to date.
- iii. Govt. of West Bengal, Finance Department's Notification No. 10500-F dated 19th Nov2004.

Copy of the said uploaded documents excepting Financial Bid must be submitted to the HK Division of WBECSC Ltd.

Mere uploading of Tender documents by the prospective tenderers will not be proof that the tender documents have passed all the eligibility criteria mentioned in the tender documents. The tenders of those who do not qualify the eligibility criteria shall be rejected at any time during detailed scrutiny and at the evaluation stage.

OPENING OF TENDER:

The offer is comprised of two bids, one is technical bid and the other is the financial bid.

(a) The **technical bid** should contain the following:

- i. The Notice Inviting the Tender.
- ii. Appendix – I duly filled in and physically signed.
- iii. The documents as mentioned vide para 18 & 19 of terms & conditions.
- iv. Any other relevant document which the firm wishes to submit.

(b) The **Financial bid** should contain the following:

A single consolidated rate (In the attached Excel Sheet – Appendix - II)

(c) The **TECHNICAL BID** shall be opened on the date of opening of the Tender as mentioned at Appendix - III

The **FINANCIAL BID** of **ONLY** those firms whose offers have passed the 'Technical Bid' i.e. that has fulfilled all tender conditions and passed satisfactorily all the technical/ physical evaluation, shall be considered for opening on the date fixed at mentioned at appendix- III.

After opening of all the FINANCIAL BIDs of eligible tenderers, COMPARATIVE STATEMENT shall be prepared and the finalization of tender will be done on L-1 (the lowest price) basis after following all the procedures prescribed by the Government in this regard.

In case, if the date fixed for opening the tender happens to be a holiday then it will be opened in the next working day.

Either the tenderer OR the person duly authorized by the tenderer alone will be allowed to be present at the time of opening of the tenders / negotiation. The Managing Director reserves the right to reject any tender without assigning any reason thereof and the same should not be questioned at any period, whatsoever.

The tender receiving Officer, on opening each tender, will prepare a statement on the basis of the documents submitted by the tenderers and send the same to the Chief General Manager, "WBECSC Ltd".

OTHER CONDITIONS:

Tenders specifying additional conditions or proposing modifications to the tender conditions will be treated as conditional tenders and will be summarily rejected.

VALIDITY OF OFFER:

The offers made by the tenderers shall be **valid for acceptance upto 60 (Sixty) days with same specifications**. The tenderer should not quote any other date for the validity of the offer. Tenders quoting any other validity date are liable to be summarily rejected.

The Managing Director, WBECSC Ltd. is not responsible for any upward revision of any taxes viz GST, or raw material and the extra amount, if any incurred towards the above items; will be borne only by the successful tenderer.

SECURITY DEPOSIT:

The EMD of the successful bidder will be converted into Security Deposit which will be refunded to the Contractor after successful completion of the Contract for 12(Twelve) months and / or any period, if extended.

The Security Deposit will not carry any interest.

AGREEMENT:

The successful tenderers shall execute an agreement on a stamp paper of value as per law within three days from the date of receipt of the communication of acceptance of the Tender. In the event of failure to execute the agreement, the Tenderers will be treated as having committed breach of contract and will be liable to pay damages to the Corporation for such breach of contract besides black listing the firm. Further the WBECSC Limited, reserves the right to collect the consequential loss, if any sustained by the W.B.E.C.S.C. Limited on account of re-tender from the tenderers and the tenderers are bound to pay the same on demand.

GENERAL:

It is not binding on the part of the Managing Director, WBECSC Limited, to accept the lowest tender or any tender and he reserves the right to reject or accept all or any tender fully or partly without assigning any reason thereof. The Managing Director also reserves the right to accept one or more tenders.

The Managing Director reserves the right to relax or waive or amend any of the tender conditions and to reject the tender if any of the conditions enumerated in the tender conditions are violated.

Questionnaire about Tenderer

1. A) Name of the Firm _____
 B) GSTIN Code _____
2. (i) Full address _____ Phone No. _____
 (ii) Local Address _____ Phone No. _____
 (iii) Name of the authorized person _____ Contact No. _____

3. Whether firm is registered in firm Registration
 (in case of Partnership firm)

YES

NO

4. Whether the firm is registered under GSTIN

YES

NO

5. Registered in Company's Act
 (in case of Company)

YES

NO

6. Whether they have registered their design
 & trade mark or brand If no then,

YES

NO

7. Whether they have applied for the NA
 same.

8. Whether authorization letter duly authorizing
 The person to attend the Tender/Negotiation
 enclosed.

9. The date of commencement of the firm DD / MM / YYYY _____

10. Whether they have deposited the required earnest
 money. If so MR No. & Date be mentioned.

Signature of the Tenderer with capacity

Appendix –II**Proforma for Financial Bid**

[To be filled & signed in Excel]

Appendix - III**DATE and TIME schedule for the****NIT No. : ECSC/HK/19/2014/178 dated:14.08.2018**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents by WBECSC Ltd. (online) (Publishing Date)	16.08.2018 from 3:00pm
2	Documents downloading by prospective bidders (Online) (Opening)	16.08.2018 from 3:00pm
3.	Date of submission of Earnest Money	27.08.2018 upto 3:00pm
4.	Closure of online Bid submission	29.08.2018 at 3:00pm
5.	Opening date for Technical Bid (Online)	31.08.2018 at 3:00pm
6.	Date of opening of Financial Bids (Online)	05.09.2018 at 3:00pm
7.	Date of uploading details of lowest bidder(s) along with his rates (online).	05.09.2018 from 3:00pm

For any query, contact – Sri Utpal Mahato-AGM(GA), Mobile No. 9800213213

Sd/-

Managing Director
WBECSC Ltd.