

# WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED (A Wholly Owned Company of Govt. of West Bengal)

HRBC Bhawan, 4<sup>th</sup> & 5<sup>th</sup> Floor, Munshi Premchand Sarani, Kolkata 700021 Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: <u>info@wbhdcl.gov.in</u> Corporate Identity Number U45203WB2012SGC180687

<u>www.wbhdcl.gav.in</u>.

## NIQ Ref No. WBHDCL/MD/e-NIQ 14/2017

Date: 03.02.2017

#### About Us:

West Bengal Highway Development Corporation Limited (A Wholly Owned Company of Govt. of West Bengal) was incorporated in April 2012 under Companies Act 1956 as a wholly owned company of the Government of West Bengal under Public Works Department. West Bengal Highway Development Corporation Limited has its registered office at Kolkata, West Bengal. It has an authorized capital of Rs. 2000 Crs (Rupees Two thousand crores only) and paid-up capital of Rs. 818 Crs (Rupees Eight Hundred and Eighteen crores only) divided into 81,80,000 equity shares of Rs. 1000.00 each. Being a Government company, all the shares are held by the Government of West Bengal.

The Corporation acts as a nodal organization for development, up-gradation and maintenance of State Highways as part of this core network. The present Government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of State Highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for a certain period of time.

## Mission:

- To promote core road network primarily comprising of state highways in state of West Bengal by taking up Road Works, Bridges, under-pass, ROBs etc., and to improve road network by taking up construction, widening / strengthening and improvement/up-gradation of state highways and bridges and to implement long term maintenance regime for state highways and bridges.
- To develop, upgrade and maintain important roads connecting State Highways and those roads handed over to corporation by Government from time to time.
- To promote and encourage Private Sector Participation in Highway Sector at state level by acting as a nodal organization of the state in creating an enabling environment to attract private capital in highway sector.
- To construct, reconstruct, erect, build remodel, repair, reclaim, demolish, develop, improve, operate and maintain the roads, bridges, culverts, embankment, sideways, subways, flyovers, tunnels, railroads, multi modal transport systems and infrastructure, models and complexes for improvement of state highway network of West Bengal.
- To identify potential schemes for implementation under PPP (i.e. BOT, BOT-Annuity or any other evolving modes of PPP) consistent with policy of the Government of India and Government of West Bengal and to appoint any Consultant in Government or Private sector in order to collect data and information, to carry out detail survey and investigation in order to prepare feasibility report and detailed estimate of project as well as assess and report economic and financial viability of the project in PPP mode.
- To act as the nodal Bidder of the State Government for executing roads and allied infrastructure projects or for objects as envisaged in above clause under public - private or

- joint venture basis through selection of concessionaire in a transparent manner for construction, operation and maintenance of specified highways and bridges in PPP mode.
- To act as nodal organization on behalf of state of West Bengal to prepare Feasibility, DPR and other reports for procuring Loans/Aids from External Funding Agencies like ADB, World Bank, JBIC etc. and act as Executing Bidder for such Externally Aided Projects (EAP) on behalf of State of West Bengal.
- To prepare Road Information System and Road Management System in IT enabled and GIS Platform and develop strategic plans for the state road sector for identification, prioritization and selection of projects based upon economic, social, technical, commercial and environmental parameters.
- To Act as Bidder in connection with infrastructure projects in India or abroad.
- To follow competitive and transparent bidding procedures in procurement of Consultancy Services, Civil works Contract and selection of Concessionaire for PPP Project.

#### Vision:

The present government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of state highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for certain period of time.

West Bengal Highway Development Corporation Limited, (A Wholly owned Company of Government of West Bengal) issue Notice Inviting Quotation (NIQ) from reputed and experienced parties for supply and deployment of one Security Supervisor and six Security Guards (in 3 shifts 2+2+2) at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021.

## A. Criteria for eligibility:

- 1. The Bidder should be registered under the Companies Act, 1956, Companies Act,2013 or LLP with registered offices in India, as on 31st March 2016 & should have office within Jurisdiction of Kolkata.
- 2. The bidder should have valid Trade License, Provident Fund, Service Tax & E.S.I. registration Code on the last date of submission of bid.
- 3. The bidder should have valid licence issued by Home Department, Government of West Bengal to engage in the business of private security Agency.
- 4. The Bidder should be in the same line of business for the last 5 preceding financial year ending 31.03.2016.
- 5. The average Turn Over of security service during last three financial years ending 31.03.2016 should not be less than INR 1.50 Crores.
- 6. The bidder should not have been blacklisted by any Govt. Organization, undertaking, Corporation etc. Undertaking for same should be submitted along with bid document as per annexure A.
- 7. The bidder should have Experience to render same services in any one govt. organization and at least 5 organization of repute.
- 8. The Firm must be profit making organisation.

## B. Contract period:

1. The validity of the contract would be for a period of one year form the actual date of deployment of security.

- 2. The WBHDCL will have option to extend the period of contract by another two years, on year to year basis or a particular period depending on performance and satisfaction of work subject to the approval of competent authority.
- 3. WBHDCL reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory.

## C. Scope of Work:

- 1. The Bidder will depute one Security Supervisor in one shift and total 6 (six) Security Guards in three shifts (2+2+2 or as advised) at the office premises and thus take up the responsibilities of entire security of the property therein. The guards to be deployed must adhere to the following requirements:
- i. All the security personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- ii. The security personnel to be deployed by the Bidder preferably should be of minimum 160 cm in height having minimum weight of 50 Kg and chest of 80 cm (plus 4 cm on expansion).
- **iii.** The security personnel should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which could interfere in the normal discharge of their duties.
- iv. The security personnel should be free from eyesight and hearing defects.
- v. The Bidder shall ensure physical fitness of all security personnel deployed in the Company with physical training/drills etc. taking place at regular intervals.
- vi. The preferred age group of the security guards would be between 25 years to 45 years.
- vii. The security personnel to be deployed by the Bidder preferably should have passed at least Matriculation or equivalent examination and must have working knowledge of English/Hindi/Bengali. The Bidder shall be required to submit proof of educational qualification of the security guards at the time of finalization of contract.
- viii. The Bidder should provide well trained security guard/security supervising staff who in addition to their regular duties should have good practical as well as theoretical knowledge to identify, handle and operate the firefighting extinguishers and control the fire. The Bidder shall ensure that at least one security personnel to be deployed in any shift as per approved courses for their employment in the firefighting skill.
- **ix.** The bidder shall be responsible for opening/closing of building and rooms as necessitated/directed by WBHDCL on working and closed days.
  - 2. Guards will be in 'Shift Duty' and no one will leave duty place on completion of his shift unless properly and physically relieved by another person. Shift timing for security guard will be from 06:00 hours to 14:00 hours, from 14:00 hours to 22:00 hours and from 22:00 hours to 06:00 hours and for security supervisor 09:30 hours to 17:30 hrs. For any unusual observation and incident you are requested to inform us immediately. The Bidder shall ensure that full strength of personnel is maintained at all points in time. All personnel engaged should have adequate training in first aid service and should make them available to meet any emergency service at any point of time.
  - 3. Bidder shall be expected to have studied the nature of site, scope of the work, local conditions etc. in respect of the job for which the tender is being submitted. Working experience in the use of security equipment and devices like Access Control, CCTV monitoring & reporting, Visitors Management System and Material Movement –Checking of documents like Challan / Gate Pass of Incoming & Outgoing materials on authorized gate

pass or letters and keeping records of the same. Attending telephone during office hours / after office Hours/Sundays /Holidays and passing important messages on to the concerned officials immediately.

#### D. Rates and Taxes:

- **i.** Rates will be inclusive of all taxes.
- i. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills.
- Unless otherwise specified in the NIQ, the bidder shall pay all such taxes, duties, fees and other impositions, as may be levied under the Applicable Law and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it including labour Cess. However, only for service Tax, Bidder shall pay Service Tax at applicable Rates and same shall be reimbursed by the Authority on submission of documentary evidence of such deposit of Service Tax.

## Payment Terms:

Monthly invoice is to be submitted in favor of West Bengal Highway Development Corporation Limited along with supporting documents of previous month. Payment will be made within 30 days from the date of submission of invoice after necessary checking and scrutiny of the invoice.

## F. Tender Fees:

E.

An non-refundable tender fee of Rs 2,000/-(Rupees Two Thousand Only ) in the form of Demand Draft or Bankers Cheque of any scheduled commercial bank in favor of West Bengal Highway Development Corporation Limited payable at Kolkata.

## G. Security Deposit:

The bidder shall submit the security deposit Rs. 75000/- in the form of a Bank Guarantee as per annexure c within 7 working days of placement of order. The security deposit will be valid for 15 (Fifteen) months from the date of acceptance of work order. The Bidder may also submit security deposit in form of DD/Pay Order in place of BG in favor of "West Bengal Highway Development Corporation Limited".

## H. Right of Invocation of Security Deposit:

West Bengal Highway Development Corporation Limited reserves the right to invoke the Security Deposit at any time during its validity period in the event of failure of payment of any Statutory dues to his employees engaged in WBHDCL / delay in service / breakage any sorts of operational complication of ordered service / breach of any terms of this contract.

### I. Termination or Cancellation:

WBHDCL reserves the right, at its convenience, to terminate or cancel the whole or any part of the Services by giving one month advance notice thereby if:

- i. The Bidder fails to comply with any of the terms of the order.
- ii. The Bidder becomes bankrupt or goes into liquidation.
- **iii.** Any receiver is appointed for the property owned by the Bidder.
- iv. On breach of confidentiality of information.
- v. On any other valid ground, at the discretion of the Competent Authority.

## J. Confidentiality:

The Bidder shall not use confidential information, the name or the logo of WBHDCL except for the purposes of providing the Service as specified under this contract.

The Bidder shall be liable to fully recompense WBHDCL for any loss of revenue arising from breach of confidentiality. WBHDCL reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

## K. Settlement of Disputes:

## i. Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

In the event of any Dispute between the parties, either Party may call upon (MD, WBHDCL) and Chairman of the Board of Directors of the bidder for amicable settlement, and upon such reference, the said person shall meet no later than 15 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 days period or the Dispute is not amicably settled within 20 days of the meeting or the Dispute is not resolved as evidenced by the signing of writing referred to in clause (ii) or such longer period as may be mutually agreed by the parties either party may refer the Dispute to arbitration and conciliation in accordance with the provisions of clause K(iv).

## ii. Dispute Resolution:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement between the parties and so notified in writing by either Party to the other Party shall in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause iv.

The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

#### iv. Arbitration and Conciliation:

- 1. Any dispute which is not resolved amicably by conciliation, as provided in clause K(i). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof for the time being in force and as may be enacted from time to time) .The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.
- 2. There shall be Board of three arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 3. The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to the clause K shall be final and binding on the Parties as from the date it is made and both the parties agree and undertake to carry out such Award without delay.
- 4. The Bidder and the Service Receiver agree that an Award, any, be enforced against both the parties, as the case may be.
- 5. The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

## L. Jurisdiction:

- i. Litigation, if any pertaining to this contract will come under the jurisdiction of the courts at Kolkata only.
- ii. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata only.

## M. Force Majeure:

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of Good (hereinafter referred to a "event"),provided notice of happenings of any such event duly endorsed by the appropriate authorities/chamber of commerce in the country of the Bidder giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall by reason of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end of ceased to exit and the decision of the WBHDCL shall be final and conclusive provided further that if the

performance in whole or in part or any obligation under the contract prevented or delayed by reason of any such event for a period exceeding 60 days the WBHDCL may at his option terminate the contract.

## N. Fraud and Corrupt Practices:

The Bidders and their respective officers, employees, shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIQ, WBHDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") during the Selection Process, or after the issue of the Notice of Award or the execution of the Contract. In such an event, WBHDCL shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the Security Deposit.

For the purposes of the Clause above, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by WBHDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### O. Terms and Conditions:

i. The Bidder shall hereby indemnify and will keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of the workmen /staff engaged by you for work at our office / premises and we shall not be liable to pay for any damages or compensation to such person or to third party. You shall at all times indemnify us against any claim whatsoever which would arise under Employees State Insurance Act 1948, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952, Contract Labour (Regulations & Abolition) Act 1970, Workmen Compensation Act, 1923, Payment of Wages Act 1936, The Payment of Bonus Act 1965, The Minimum Wages Act 1948, Employer's Liability Act 1938, Employment of Children Act 1938, Contract Labour (Regulation & Abolitions) Act 1970, The West Bengal Labour Welfare Act, 1974, Private Security Agencies (Regulation) Act 2005 and / or under any statutory notification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident, death or injury sustained to your workmen /employees engaged by you, which may arise out and in the course of their duties

in our premises, nor we shall be liable to pay damages or compensation to such persons or to third parties.

- ii. The person so deployed will be employees of the bidder and not of the Company. As such the Corporation will not be responsible for non-payment of their salaries or any other compensation in this regard. WBHDCL will not be responsible for any injury or loss of life of the persons deployed on duty at the sites. The Bidder will have proper insurance against any injury or loss of life of his/her personnel (directly or indirectly originated form their assignment with WBHDCL).
- iii. The bidder must ensure that no unauthorized person enters or occupies /uses the said premises or pamper with any fittings/fixtures or pilfer the office belongings or theft of any kind occurs within the specified premises. You will be responsible for any loss/damage/theft of our properties caused by the negligence/carelessness of your supervisor & Guards.
- iv. The Bidder will be obliged to change any person if not found suitable or desirable by the WBHDCL and maintain effective liaison with Police and State Authorities.
- vii. The bidder shall be responsible for dealing with the grievances of its employees to ensure their speedy redresses. All union related matters connected with its employees shall be wholly and exclusively be dealt with the Bidder. It shall be the responsibility of the bidder to ensure that such issues do not affect the performance of its employees nor shall in any way is an impediment in effective discharge of duties by the security personnel.
- viii. The persons so deployed must report for duty in proper uniform with Cap, Belt and Shoes in Smart Turn out with all implements required for their duties such as Gumboot, Torch Lights and Cells, Lathi etc. at your cost and responsibility.
  - During the tenure of this Contract period, no extra charges on whatever grounds are to be admitted by us. Service charges shall be firm and shall not be subject to any escalation due to any reasons whatsoever. In case of any enhancement in 'Minimum wages' only the enhanced amount will be reimbursed. The Bidder must be acquainted with 'Minimum wages' Act and while filling up Part-II, their rate shall never be below the minimum Wages' for the particular persons.
  - **x.** The Bidder must submit to us well in advance names and antecedents of your personnel to be deployed at our premises. For any change of your personnel you must submit their particulars well in advance.
  - **xi.** No accommodation shall be provided to your personnel beyond duty hours.
- **xii.** All administrative responsibilities relating to your assignment and personnel will be the Bidder and Bidder will abide by all rules, regulations and obligations in this respect.
- **xiii.** The payments will be made on monthly basis by RTGS/ NEFT only within stipulated time period as and when it became due. In the event of any breach of terms and conditions of the contract the 'Security Deposit' shall stand forfeited in full. Otherwise the same will only be refunded after the successful expiry of the contract period.
- **xiv.** Bidder will be disqualified unless they furnish the particulars and enclose authentic copies of documents as asked for in the form of particulars.
- xv. A tender being submitted by a Firm or a Company must be signed by each of the partners thereof and in the event of absence of any of the partners it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Certified copies of

Registration Certificates, Partnership deed and Power of Attorney shall have to be furnished when the tender is to be considered for acceptance.

- **xvi.** WBHDCL reserve the right to test/interview guards & Supervisor deployed by the Bidder, if required.
- **xvii.** Bid shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids. However, date of commencement of contract will be decided by WBHDCL.
- **xviii.** The Security Staff employed by the bidder will not form any union in WBHDCL nor shall they make any claim on service or other matter.
- **xix.** While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully get it clarified before submission of tender.

#### P. Clarification and Amendment of Bid Documents:

- i. Bidder may request a clarification on any clause of the Bid latest by 12:30 Hrs on **09.02.2017**.
- ii. Any request for clarification must be sent in writing or by standard electronic means to the West Bengal Highway Development Corporation Limited will respond in writing, or by standard electronic means If it is necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure.
- iii. At any time before the submission of Proposals, West Bengal Highway Development Corporation Limited may amend the Bid document by issuing an corrigendum in writing or by standard electronic means. The corrigendum shall be published in web site and will be binding all bidders. To give Bidders reasonable time in which to take an amendment into account in their proposals, West Bengal Highway Development Corporation Limited may, extend the deadline for the submission of Proposals.
- iv. West Bengal Highway Development Corporation Limited may also seek clarifications from the Bidder on the content of their Bid during the technical evaluation process. All correspondences for clarifications will be sent to the Bidder. The Bidder is expected to provide the clarifications within the time frame to be specified in the letter. If the Bidder fail to provide any clarifications against such requests, West Bengal Highway Development Corporation Limited will make appropriate assumptions on those points and proceed with the evaluation.

## Q. General guidance for e-Tendering for submission of bid document:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

## i. 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, through logging on to https://wbtenders.gov.in the Bidder is to click on the link for e-Tendering site as given on the web portal.

## ii. 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) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

- iii. The Bidder can search & download e-N.I.Q. & Tender Document(s) electronically from computer once (s)he logs on to the website mentioned in Clause A.1. Using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the NIQ either in the capacity of individual or as a partner of a company.

#### v. Submission of Tenders:

Tenders are to be submitted through online to the website stated in in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### R. Process of submission of bid document:

The bid shall be submitted in two parts:-viz, Technical Bid & Financial Bid.

#### 1. Technical Bid:

The Technical bid should contain scanned copies of the following in two covers.

Statutory Cover containing the following documents:

- i. Declaration whether the bidder accepting all the Terms & Conditions mentioned into the Notice. (Annexure D)
- ii. Scan Copy of Demand Draft /Pay Order of Tender Fee.

#### Non-statutory Cover containing the following documents:

- i. Copy of Trade License duly attested
- ii. Copy of PAN Card duly attested
- iii. Copy of service Tax registration if any
- iv. Audited Balance Sheet for three Last Financial Year
- **v.** Declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies on letterhead. (As per Annexure-A)
- vi. Copy PF, Professional Tax, ESIC Registration Certificate
- **vii.** Copy of licence issued by Home Department, Government of West Bengal to engage in the business of private security Agency.
- **viii.** Copy of work order for rendering same services in any one govt. organization and at least 5 organization of repute.

In absence of these documents, the quotation is liable to be rejected summarily without any reference to the bidder.

The above stated non-statutory/technical documents should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

My Document Format of West Bengal Highway Development Corporation Limited

SI. No	Category Name	Details	Remarks
A.1	Certificates	<ul> <li>i. Copy of Trade License duly attested</li> <li>ii. Copy of PAN Card duly attested</li> <li>iii. Copy of service Tax registration if any</li> <li>iv. Declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies on letterhead. (As per Annexure-A)</li> <li>v. Copy PF, Professional Tax, ESIC Registration Certificate</li> <li>vi. Copy of licence issued by Home Department, Government of West Bengal to engage in the business of private security Agency.</li> </ul>	Certificate Certificate Certificate Annexure A  Certificate  Certificate
B.1	Credentials	<ul> <li>i. The Bidder should be in the same line of business for the last 5 preceding financial year ending 31.03.2016</li> <li>ii. The average Turn Over of security service during last three financial years ending 31.03.2016 should not be less than INR 1.50 Crore.</li> <li>iii. Copy of work order for rendering same services in any one govt. organization and at least 5 organization of repute</li> </ul>	Work Order /Trade License etc. Audited Balance Sheet /CA Certificate.

#### S. Opening of Technical Proposal:

- Technical proposals will be opened by the authorized representative of West Bengal Highway Development Corporation Limited electronically from the website using their Digital Signature Certificate (DSC).
- ii. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- iii. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- iv. Summary list of technically qualified Bidders will be uploaded online.
- v. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Bidders & the work for which their proposal will be considered will be uploaded in the web portals.

vi. During evaluation the committee may summon of the Bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

## T. Financial Proposal

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The Bidder is to quote the online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Bidder.

In absence of these documents, the quotation is liable to be rejected summarily without any reference to the bidder.

Rates should be quoted as per Annexure B.

## U. Evaluation Criteria:

Order will be placed to the L1 subject to fulfill all the condition mentioned in the NIQ.

## V. Key Date:

SI. No.	Particulars	Date & Time
1	Date of uploading of N.I.Q. & other Documents (online) (Publishing Date)	06-02-2017 at 12:15 PM
2	Documents download/sell start date (Online)	06-02-2017 from 12:15 PM
3	Documents download/sell end date (Online)	21-02-2017 till 05:00 PM
4	Bid submission start date (On line)	06-02-2017 from 12:15 PM
5	Bidder Request for Clarification latest by	09-02-17 from 12:30 PM
6	Bid Submission closing (On line)	21-02-2017 till 05:00 PM
7	Last Date for Submission of Tender Fees (off line) at registered office of WBHDCL.	21-02-2017 till 11:30 AM
8	Bid opening date for Technical Proposals (Online)	22-02-2017 at 10:30 AM
11	Date for opening of Financial Proposal (Online)	23-02-2017 at 11:00 AM

## Annexure A

# UNDERTAKING (Original signed copy on company letterhead)

Letter No Dated:
To, DGM (F&A), West Bengal Highway Development Corporation Limited HRBC Bhavan 4th & 5th Floor, Munshi Premchand Sarani Kolkata-700021
Dear Madam,
We declare that our Company / LLP / Partnersip / Society / Proprietorship (name of the Bidder) has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.
Sincerely,
Signature of authorized person with seal
Full Name: Date: Place:

## Annexure B

## Financial Bid

Particular	Base Price			
	Security Guard	Security Supervisor		
Basic (Subject to Change as per the latest Minimum Wage notification)	7546	8301		
LRW (For Three National Holiday)	1354	1491		
PF (13.36% On Basic)	1008	1109		
ESIC (4.75% On Basic & LRW)	423	465		
Bonus	292	292		
Uniform	100	100		
Sub Total	10723	11757		
No of Manpower to be Deployed	6	1		
Total	64337	11757		
Grant Total		76094		
Only service charge ( % ) to be Quoted by the Bidder				
Service Charge (% to be Quoted)				

#### Annexure C

## BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To,

We HF Mu	e Managing Director, est Bengal Highway Development Corporation Limited, RBC Bhavan, 4th & 5th Floor, Inshi Premchand Sarani, Ikata- 700021
De	ar Sir/Madam,
	Sub: Your Work Order Nodated for deployment of Security Guard and Security Supervisor at the office of West Bengal Highway Development Corporation Limited,HRBC Bhavan, 4th & 5th Floor,Munshi Premchand Sarani,Kolkata- 700021.
1.	You, on behalf of West Bengal Highway Development Corporation Limited, have entered into a contract/work order with reference no as given above with (herein after referred to as the service provider) for the deployment of Security Guard and Security Supervisor for the price and on the terms and conditions contained in the said contract.
2.	In accordance with the terms of said contract/work order the contractor has undertaken to produce a bank guarantee for Rs. 75,000/- (Rupees Seventy Five Thousand only).
3.	In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the service provider that in the event of non-performance according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the service provider any sum up to a maximum amount of Rs. 75,000/- (Rupees Seventy Five Thousand only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made immediately from receipt of your written request making reference to this guarantee and on demand.
4.	This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the service provider, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the service provider and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract/work order or any other course or remedy or security available to you, and our Bank

shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5.	Not withstanding anything herein contained, our liability under this guarantee is restricted to Rs. 75,000/- (Rupees Seventy Five Thousand only) and the guarantee shall remain in force up to and including the day of being reported to us by you and returned to us duly discharged.			
6.	The employer shall have liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract/Work Order or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Service provider contained in the Contract/Work Order or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Service provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract/Work Order and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.			
7.	Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.			
8.	This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.			
9.	This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 90 days from the date of the expiry of the contract period or until it is released earlier by the employer pursuant to the provisions of the contract.			
Da	te: Sd			
Pla	ace: Bankers			
	Seal of the Bank			
Wit	tness:			
1				
2				

#### Annexure D

(Declaration by the bidder accepting all the terms and condition mentioned in the NIQ)

Date:

To
The Managing Director
West Bengal Highway Development Corporation Limited
4th & 5th Floor

Munshi Premchand Sarani

Kolkata-700021

Subject: Notice Inviting Quotation (NIQ) from reputed and experienced parties for supply and deployment of one Security Supervisor and six Security Guards (in 3 shifts 2+2+2) at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021.deployment of one Security Supervisor and six Security Guards (in 3 shifts 2+2+2) at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021 Respected Sir,

Reference: Tender No: <TENDER REFERENCE NUMBER>

We, <name of the Bidder> having registered office <address> read and examined in detail document In respect of all the NIQ Selection Notice for vlagus and deployment of one Security Supervisor and six Security Guards (in 3 shifts 2+2+2) at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021., do specified in the hereby propose to provide the services as Tender document number <TENDER REFERENCE NUMBER> along with the following:

- 1. Price & Validity:
- 1.1 All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- 1.2 We are an Indian Firm and do here by confirm that our Bid prices include all taxes-However, all the taxes are quoted separately under relevant sections wherever applicable.
- e-NIQ Rates

Rate quoted by us after considered scope of work mentioned in the NIQ.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the NIQ documents.

4. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your terms included in NIQ documents

5. Bid Price

We declare that our Bid Prices are for the entire scope of the work as specified in the Annexure B. Scope of Work and Tender documents these prices are indicated in

## 6. Contract Performance Security Deposit

We hereby declare that in case the contract is awarded to us' we shall submit the security deposit in the as per the clause G of NIQ

We hereby declare that our bid is made in good faith' without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We confirm that no Technical derations are attached here with this commercial offer. We also confirm that all terms and condition mentioned in the NIQ are accepted by us.

Thanking You, Yours faithfully, (Signature of the Bidder) Printed Name Designation Seal Date:

**Business Address:** 

Place: