

HOOGLY RIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL)

HRBC BHAVAN

ST. GEORGE'S GATE ROAD (MUNSHI PREM CHAND SARANI)

KOLKATA-700 021

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Notice Inviting E-Quotation



Memo. No.: HRBC/12C-324/2023/Works/JPM(W)/NIQ/130

Dated: 15/07/2024

NOTICE INVITING e-QUOTATION

e-QUOTATION No: HRBC/KRM/JPM(W)/NIQ-1 OF 2024-2025

OF THE JOINT PROJECT MANAGER (WORKS), HRBC

(Through Pre-qualification)

The Joint Project Manager (Works) HRBC, invites e-quotation for the works detailed in the table below.

Sl.	Name of work(s)	Earnest Money	Cost of quotation & quotation documents	Period of completion	Eligibility of Quotationer
		(In Rs.)	(In Rs.)		
1)	Providing Semi Skilled Ex-Service Man Security Guard (round the clock) A) on the land on the bank of River Hooghly on Howrah side adjacent to Foreshore Road. (10 Nos) and B) HRBC office at Munshi Prem Chand Sarani (St. Georges Gate Road), Kolkata-700021 (06Nos)	50,000.00 In favour of HOOGLY RIVER BRIDGE COMMISSIONERS (Online)	Cost of quotation document is to be deposited by lowest quotationer only. Vide Notification no. 199-CRC/2M-10/2012 dtd. 21.12.2012 of Secretary PWD Govt of WB, intending quotationer shall not have to pay the cost of quotation documents for the purpose of participating in e-Quotation.	365 (Three Hundred Sixty Five) Days	Bonafide resourceful & reliable outsider eligible through pre-qualification as per Clause No.3 of this Nie-Q.

1. The Joint Project Manager (Works), HRBC Invites e-Quotation from reputed, financial sound and resourceful for Bonafied Experienced Government Registered Security Agencies for the work of "Providing of 16(Sixteen) nos Semi Skilled Ex Service Man Security Guard at A) on the land on the bank of River Hooghly on Howrah side adjacent to Foreshore Road. (10 Nos) and B) HRBC office at Munshi Prem Chand Sarani (St. Georges Gate Road), Kolkata-700021 (06Nos), for 1 (One) year." (For Details please refer **Annexure-I** enclosed herewith).

2. **Tender/Quotation Documents:**

2.1 Any contractor willing to take part in the process of e-tender will have to be enrolled & registered with the Government e-Procurement system; through logging on to <http://wbtenders.gov.in> using the option—Click here to Enroll. Possession of a Valid Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this website. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <http://wbtenders.gov.in> under the link—Information about DSC.

2.2 Intending Bidders can search and download NIQ and other tender documents electronically by logging on to the website <http://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the only mode of collection of tender documents.

2.3 A prospective bidder shall be allowed to participate in the job and the prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Eligibility criteria for participation in tender'

before bidding.

3. Eligibility Criteria for Participation in Tender/Quotation:

3.1 Intending Participants (Proprietorship Firm) shall have to **upload** the application in the prescribed format attached with this NIQ along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR (Current year), GST Registration Certificate, Audited Balance Sheet of Profit & Loss Account (Current & last two Financial Year) and valid Trade License, Proprietorship firm, if name of the firm not identical with the Legal name of the Owner/Proprietor, have to elucidate the sovereignty of the firm in terms of an Notarized Affidavit.

3.2 Intending Participants (Partnership Firm) shall have to **upload** the application in the prescribed format attached with this NIQ along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR (Current Year), GST Registration Certificate, Audited Balance Sheet of Profit & Loss Account (Current & last two Financial Year) and valid Trade License, Registered/Notarized Partnership Deed (Notarized Deed should be accompanied with Copy of Form No. VIII and/or Memorandum of Registration, duly issued by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata-700001 i.e. Firm Registration copy.) & **Registered Power of Attorney should be uploaded.**

3.3 Intending Participants (Company/ Limited/ Pvt. Limited) shall have to **upload** the application in the prescribed format attached with this NIQ along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR (Current Year), GST Registration Certificate, Audited Balance Sheet of Profit & Loss Account (Current & last two Financial Year) and valid Trade License, valid Company Registration Certificate and/or the Article of Association and Memorandum duly Notarized & **Registered Power of Attorney, should be uploaded.**

3.4 Registered Societies are required to upload (A) Certificate of Registration issued by the Govt. of West Bengal Co-operative Directorate of the concerned District of West Bengal (B) Bye Laws of the Society with list of members (C) Minutes of the Last A.G.M. (D) Audit Report Signed by the Audit Officer of Co-operative Societies, Govt. of West Bengal.

3.5 Intending Participants shall have to **upload** the Documents (**original scanned copy**) for participate in the tender/quotation

- i. Eligibility criteria for participation as per Cl. No. 3.1, 3.2, 3.3 & 3.4
- ii. Valid Registration Certificate for providing Trained Security Personnel in West Bengal, issued by the Home Department, Govt. of West Bengal.
- iii. Valid License for providing Trained Security Personnel in West Bengal, issued by the Home Department, Govt. of West Bengal.
- iv. Valid Labour Registration Certificate, issued by the Competent Authority.
- v. Certificate of revolving line of credit by the Bank (if any).
- vi. Valid E.S.I. Registration Certificate, issued by the Competent Authority.
- vii. Valid E.P.F. Registration Certificate, issued by the Competent Authority.
- viii. Valid G.S.T. Registration Certificate/Challan, issued by the Competent Authority.
- ix. **The average annual turnover of the service provider for three years as per audited balance sheet should have to be in the tune of Rupees 44.00 (Forty Four) lakh only. Service provider will upload their audited balance sheet (Current & last two Financial Year)**
- x. **Credentials documents to be uploaded:**

a)	Authentic Documents of registration of the Intending Participants on or before 30/06/17.
b)	Authentic Documents of satisfactorily completed certificate as a prime agency, executing of the similar nature of work in last 3 (three) years.
c)	Authentic Documents of the Intending Participants have a credential of deploying minimum of 12 Security Guards for in a single contract during last 3 (three) years on their pay roll & deployed in different places in West Bengal.

d)	Authentic Documents in support of Providing Trained Security Personnel on contract basis of different categories for guarding the different Government establishment of Govt. of India/ State Govt./Panchayat at Bodies/Central or State Govt. Undertaken firms/Statutory Bodies constituted under the statute of Central or State Govt. etc. in the shape of completion certificate with specific Tender No. issued from appropriate authority.
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Declaration:

The Intending Participants should upload a declaration as per **Annexure-II**.

- a) Neither prospective bidders nor any of constituent partner had been blacklisted or debarred to participate in tender by any Government/Authority in last 5 (five) years from the date of issue of this NIQ. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format **Annexure-III** (To be furnished in Non-Judicial Stamp paper of Rs 10/- duly notarized) without which the Technical Bid shall be treated as non-responsive. Technical Bid shall be treated as non-responsive if anything adverse has come to the notice of the tender inviting authority against the Firm/Agency/bidder so far as his performance within the jurisdiction of the concerned zone during evaluation process.

4. Online Receipt and Refund of EMD of e-Procurement through State Govt. e-Procurement Portal as per order No. 3975-F(Y) dated, 28th July 2016 of Secretary to Govt. of West Bengal, Finance Department:

In every case of open e-tender an earnest money amounting as mentioned in the NIQ of the work put to tender shall be required to be deposited by every tender. Earnest Money is to be submitted electronically: online-through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway by net banking or offline by NEFT/RTGS from the e-tender portal as per provision as contained in G.O. No. 3975(F) dated 28/07/2016 of the Secretary to the Govt. of W.B. Finance Deptt. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., amount, beneficiary bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement portal. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD. Bidders shall not have to pay the cost of tender documents for the purpose of participating in e tendering.

Bidders eligible for exemption of EMD as per Govt. order may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory documents.

**5. Submission of Tenders/Quotation:
General Process of Submission:**

5.1 Tenders are to be submitted online through the website stated in Clause-2, in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned under Clause-6. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats). Uploaded documents should be comprehensible.

5.2 Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	PAN card. IT-Saral (Current Year) EPF Registration Certificate & Current Challan ESI Registration Certificate & Current Challan GST certificate Certificate of revolving line of credit by the Bank Licence for providing manpower from competent authority Registered Power of Attorney
B.	Company Detail(s)	Company Detail	Proprietorship Firm (Trade License) Partnership Firm (Partnership Deed, Trade License) Ltd. Company (Incorporation Certificate, Trade License) Society (Society Registration Copy, Trade License) Power of Attorney
C.	Credential	Credentials	The Service Provider Company should have at least three years' experience of providing manpower to various Government Organizations/ Public Sector Undertaking/ Autonomous Organizations of Govt. of India/ Govt. of West Bengal. Performance certificates issued by their clients should be attached along with list of clients

5.3 Financial Proposal:

The participating bidder is required to quote his rate (Rs.) (It is recommended upto two digits after point) only in the Item Rate BOQ downloading from tender documents of this tender. The bidders have invariably been quote the prevailing minimum wages issued by Labour Deptt. time to time of unskilled security guard including all other charges like ESI, Bonus, Provident Fund, Service Charges etc and Taxes . No extra claim will be entertained and will remain fixed throughout the contract period as per Memorandum vide no. 3790-F(Y) dated 21.07.2014 of Finance Deptt. Govt. of W.B. Bidders have it in their consideration during quoted their service charge.

Minimum wages as fixed by Labour Department, Government of West Bengal time to time shall have to be paid by the successful quotationer to the guards engaged by him and he should follow the rate accordingly. If not maintain as per latest Govt. Labour wages order, Office will take necessary action like their EMD & SD amount may be forfeited. The quotationer will have to quote keeping this clause in mind and also that the rate is fixed for one year.

The rate should be quoted both in figures and words for each security personnel on man – day of 8.00 (Eight) hours per day including all charges like minimum wages, remuneration EPF, ESI, Bonus, Service tax, GST etc. the responsibility for ESI @ 3.25%, EPF @ 13.00 % & Bonus @ 8.33 % for security personnel to be provided by the security agency supplying / Engaging the personnel from his annual payments. No other charges would be reimbursed except that is quoted. If any reduction in the rate of EPF, ESI, Bonus & GST by the (Central /State) Govt./ Competent authority, the payment will be made in reduced rate. However in case of any escalation of the rate of EPF, ESI & GST the EIC will not bound to pay the escalated rates. So quotationer would quote their service charge accordingly keeping the above condition in mind.

Detailed break up of rate for Security Guards/Scavengers per head per month including all charges & taxes have to be inserted in Annexure-IV.

5.4 Penalty for Suppression/Distortion off acts:

If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Quotation Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded copies or if there is any suppression or forged/ fabricated document found, the bidder will be suspended from participating in the tenders on e-Tender platform of the Office for a period as decided by the Office. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited.

- 6 Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 8.
- 7 The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the 'Tender Evaluation Committee' formed by the **Secretary, HRBC**. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the e-procurement portal.

8. Date & Time schedule

Sl. No.	Particulars	Date
1	Date of uploading of N.I.Q. & other Documents (online) (Publishing Date)	16/07/2024 from 10.00 Hrs.
2	Pre Bid Meeting	NIL
3	Documents download start date (Online)	16/07/2024 from 11.00 AM
4	Bid submission start date (On line)	16/07/2024 from 12.00 PM
5	Bid Submission end date (On line)	31/07/2024 from 3.30 PM
6	Bid opening date for Technical Proposals (Online)	02/08/2083 from 4.00 PM
7	Date of uploading list for Technically Qualified Bidder (online)	To be informed later
8	Date for opening of Financial Proposal (Online)	To be informed later

9 **Opening and Evaluation of Tender/Quotation:**

9.1 Opening of Technical Proposal:

- i. Technical proposals will be opened by the Joint Project Manager (Works), HRBC and/ or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
- ii. Intending Bidders may remain present at the venue stated above.

9.2 Opening and Evaluation of Financial Proposal:

- 9.2.1 Financial proposals of the technically qualified bidders, will be opened electronically from the web portal by the **Joint Project Manager (Works), HRBC** and/ or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
- 9.2.2 Intending Bidders may remain present at the venue stated above.
- 9.2.3 The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The Bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- 9.2.4 The encrypted copies will be decrypted and the rates will be read out before to the contractors remaining present at that time.
- 9.2.5 After evaluation of Financial Proposal, the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work will be uploaded provided the tender inviting authority is satisfied that the rates obtained are fair and reasonable and there is no scope of further lowering down of rate.

10. **Acceptance of Tender:**

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any/or all the tenders.

10.1 **Award of Contract:**

a) The bidder whose bid has been accepted will be notified by the Tender Accepting Authority of HRBC through Letter of Acceptance. This notification of award will constitute the formation of the Contract. The **Agreement in W.B. Form No. 2911(ii)** with incorporation of all the required documents, i.e., NIQ including all its addenda & corrigenda, Annexure –II (Self Declaration, Annexure –III, Form I & II and Financial Offer or Bill Of Quantities (BOQ) **will be executed between the Tender Accepting Authority and the successful Bidder.**

b) Issuance of Letter of Acceptance/Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance/Work Order will be entertained.

11. A tender once quoted shall remain valid for a period of 120 (One Hundred & Eighty) days from the last date of submission of tender.
12. All the bidders are requested to visit their site of corresponding works they applied for before quoting their rates at their own cost. No reimbursement will be made by this department.
13. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of quotations, no cost of bidding shall be reimbursable by the Office. The Office reserves the right to reject any/all application for participating and to accept or reject any/all of for without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
14. **No conditional tender /incomplete tender will be accepted.**
15. **No Joint Venture firm will be entertained under any circumstances.**
16. **No Mobilization Advance and Secured Advance will be allowed.**
17. The Tender Documents shall consist of the following documents:
 - a. NIQ & Corrigenda (if any)
 - b. Terms & Conditions
 - c. BOQ & d. Form No - 2911(ii).
18. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
 - a. NIQ & Corrigenda (if any)
 - b. Terms & Conditions
19. An agreement has to be executed between the successful bidder and Office on non-judicial stamp paper of worth Rs. 100/- only.
20. The successful bidder shall have to submit the Security Deposit 3% of the tendered amount only during issuing of acceptance letter in the form of demand draft in favour of "**HOOGHLY RIVER BRIGDE COMMISSIONERS**" payable at Kolkata within 07 (seven) days from issue of the notice of acceptance of tender for execution of Formal Agreement. Failure to do so within the specified time, his contract will be liable to terminate with forfeiture of earnest money.
21. Payment for the executed works will be made as per the availability of fund and no claim whatsoever will be entertained for delay of payment, if any. Intending Bidders may consider this criterion while quoting the rates.
22. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of

the Registration Act, 1908.

23. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act, 1961 and (c) minimum wages Act. 1948 of the notification there of or any other laws relating thereto and the rules made and order issued there under from time to time.
24. All intending bidders are requested to be present in the office of the **Joint Project Manager (Works), HRBC** during opening of the Tender, to observe the tender opening procedure.
25. During the scrutiny at any stage of tender Procedure, if it come to the notice to tender inviting authority that the credential or any other documents found incorrect/ manufactured/ fabricated/ forged, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof and legal action may be taken. **Joint Project Manager (Works), HRBC** reserves the right to cancel the NIQ/NIQ due to unavoidable circumstances without assigning any reason and no claim in this respect will be entertained. Also if any Bidder with draws his/her/their bid within the Bid validity period, his/her/their EMD will be forfeited and legal action may be taken by the Office.
26. In case there is any objection regarding prequalifying an agency, that should be lodged to the **Joint Project Manager (Works), HRBC** within 48(Forty Eight) hours from the date of Technical evaluation and beyond that time schedule no objection will be entertained by the Tender Committee. The objection is to be submitted to the e-mail id- hrbc.jpwm@gmail.com . Final list of Technically Qualified Bidders will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore Bidders are requested to view the Tender Status on a regular basis.
27. Before issuance of the Work Order or during execution, the tender inviting authority may verify the hard copy of credential and other documents of the lowest bidder if necessary. During verification if it is found that the documents submitted by the lowest bidder is either manufactured or false/fabricated, in that case, work order will not be issued in favour of the said bidder under any circumstances and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof and legal action may be taken by the Office.
28. Necessary deductions will be made as per relevant Government Order.

ANNEXURE-I

Sl No.	PLACE	NO. OF GUARD
1	A) On the land on the bank of River Hooghly on Howrah side adjacent to Foreshore Road. [3+3+4(Night shift) = 10 Nos] And B) HRBC Bhavan, ST. GEORGE'S GATE (MUNSHI PREM CHAND SARANI) Kolkata-700021. [2+2+2 = 6 Nos]	16nos (Semi skilled Ex Service Man)

Joint Project Manager (Works)
HRBC

ANNEXURE-II

Self-Declaration

(To be furnished in Non – Judicial Stamp paper of Rs 10/-
duly notarized)

I..... Son / Daughter of
Shri.....

age.....years, resident of

in the District of, West Bengal, do hereby declare that the information
given above and in the enclosed documents is true to the best of my knowledge and
belief and nothing has been concealed therein. I am well aware of the fact that if the
information given by me is proved false/ not true at any point of time, I will have to face
punishment as per any provision of Law for the time being in force as well as the benefit
availed of by me or the benefit accrued to me shall be summarily cancelled.

Date:

Signature of the
Applicant with stamp

Place:

ANNEXURE-III

(To be furnished in Non-Judicial Stamp paper of Rs.10/- duly notarized)

I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

The under-signed also hereby certifies that our firm / company
..... had neither Black-listed nor debarred to participate in tender by any Government /Authority in last 5 (five) years from the date of issue of this N.I.T.

The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.

Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm/ legal representative of the company and I have not applied severally for the same job.

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with Seal

.....
Date

ANNEXURE-IV

Detailed break up of rate for Security Guards per head per month including all charges & taxes

SL. No	No. of Security Guards & Scavengers	Minimum Wages (rate per month) as notified by the State labour Commissioner, Govt. of West Bengal from time to time (Latest notification)	Employers contribution of EPF charges @13% as per Govt. notification of minimum basic wages (col 3)	(ESI) Charges @3.25% (as per norms of Govt. of India) of col 3 as applicable	Bonus Charges @8.33% (as per norms of Govt. of India) of col 3 as applicable if any	Rest Reliever Charges (4 days in month) 10822.00/30 x 4 x 1.2458	Consolidated Monthly Service Charges per Memo No. 3790 F(Y) Dt. 21.07.2014	Total = (Col.3 + Col.4 + Col.5 + Col.6 + Col.7 + Col.8)	GST @ 18.00% (As per notification of Govt. of India) as applicable on total (i.e. col.8) if any	Grand Total (Per Month) (Col8 + Col. 9) i.e BOQ Value
1	2	3	4	5	6	7	8	9	10	11
1	Security personnel (Semi skilled) 16 nos for 1 year [Total=16 x 12 = 192 nos.] (In Months = 192 months) Zone - A	Rs. 10822.00 (per head per month)	Rs. 1406.86 (per head per month)	Rs. 351.72 (per head per month)	Rs. 901.47 (per head per month)	Rs. 1797.61 (Per Head Per Month)				

Joint Project Manager (Works)

HRBC

Note :- The intending agency are required to add the Service charges only while calculating the final rate. The agency is bound to pay the Min. wages including other charges like ESI, EPF, Bonus etc. as per Govt. rules as indicated above.

Thus the final rate will be = Rs. 15,279.66 + Applicable service charges.

The rates in the BOQ are exclusive of GST and Labour Welfare Cess. The contractor's quoted rate shall be deemed to have included all duties, taxes and other levies including Educational Cess etc., as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause. HRBC will not make any payments towards taxes, duties, levies etc for the entire contract period except GST and Constructional Labour Welfare Cess. GST and Labour Welfare Cess will be provided by HRBC as applicable. Constructional Labour Welfare Cess @ 1% (one per cent) of the value of work and GST as applicable shall be recovered from every bill of the contractor. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax changed in accordance with the provisions of GST Act'2

FORM-I
PRE-QUALIFICATION APPLICATION

To
The Joint Project Manager (Works),
HRBC

Ref:- Quotation for (Name of work)
.....
..... NIQ No -----
of 2022-2023 of JPM (WORKS), HRBC

Dear Sir,

Having examined the pre-qualification documents (NIEQ & Volume-I), I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of..... In the capacity..... duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

- (a) Engineer -in-Charge/ Employer can amend the scope & value of the contract bid under this project.
- (b) Engineer -in-Charge/ Employer reserves the right to reject any application without assigning any reason;

Encl:-

- 1. Prescribed forms duly filled in duplicate
- 2. Evidence of authority to sign.
- 3. Latest brochures.

Signature of applicant including title
and capacity in which application is made

Date:-

FORM-II

All the agencies shall have to fill up their mobile number and email address otherwise the quotations may be treated as informal. This form shall be downloaded and filled up and thereafter the scanned copy shall be uploaded along with the quotation.

STRUCTURE AND ORGANISATION

- A. 1. Name of Applicant (Firm) :
- Office Address :
- Telephone No. :
- Mobile No. :
- Fax No. :
- A. 2. Office Address
- I) Telephone No. :
- Mobile No. :
- Fax No. :
- II) **E-mail id (Mandatory)** :
- A. 3. Name and address of Bankers. :
- A. 4. Attach an organization chart showing :
Structure of the company with names of
Key personnel and technical staff with
Bio-data.

SECTION-B

FORM-V

EXPERIENCE PROFILE

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion of the work	Reasons for delay in completion (if any)

- Note :
- a) Certificate from the Employers to be attached.
 - b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.
 - c) No quotation will be deemed to be fit for consideration unless the quotation documents are fully and completely filled in. All information that may be asked from a quotationer must be unequivocally furnished. Any quotation which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Quotation received with conditional rate will be liable to rejection at the time of opening.
 - d) Canvassing in connection with the quotation is strictly prohibited and a quotationer who resorts to this will render his quotation liable to rejection.
 - e) No alteration shall be permitted to be made by the quotationer in any quotation after its submission.

QUOTATION FOUND TO HAVE SUBMITTED UNDER FALSE NAME : When a Contractor, whose quotation has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the quotation be annulled his Security Deposit will be forfeited.

Signature and address of the
Quotationer

Signature of Quotation of
Accepting Authority

ANNEXURE-B

Terms and conditions of the Contract

1 SCOPE OF THE CONTRACT:

Engagement of Private Semi Skilled Ex Service Man Security Personnel on contract basis of different categories for guarding in the Government Office premises {A) on the land on the bank of River Hooghly on Howrah side adjacent to Foreshore Road (10 Nos) and B) HRBC office at Munshi Prem Chand Sarani (St. Georges Gate Road), Kolkata-700021 (06Nos)}, Stores, Go-down/Stack yard, all sorts of structures under the establishment of (herein after referred to as Office) under the control of the Office (Considering 8 hrs. per shift per day basis)

2 SERVICE REQUIRED BY THE OFFICE:

- i. Round the clock Guarding & Supervision the Office Premises, Stores, Stack Yard Premises, all sorts of structures completely in all respect.
- ii. Round the clock Guarding & Supervision the Office Materials, Tools & Plants completely in all respect.
- iii. Security Personnel will have to maintain a Visitors Register, which will be verified by the authorized person of the Office time to time.
- iv. Visit by security supervisor of security agency once in a fortnight for proper maintenance will be mandatory besides the visits in case of specific complaints.
- v. **Contractor and its Security Guards, Supervisors shall take all necessary action as may be directed by the Office, to prevent theft, pilferage, burglary, loss or damage of any of the property (movable or immovable) within the premises of the respective unit**
- vi. Any other allied service(s) required by the Office deemed necessary.

2.1 The Semi-Skilled Ex Service Man security guard (without arms) should be trained, trusted-worthy, energetic having good physique with uniform and with all equipment's viz. Torch with Cells, Sticks, whistle etc. required for the job.

2.2 All the Register(s) required for the Guarding & Security Services have to be procured & supplied by the agency at his own cost.

3 COMMENCEMENT OF SERVICE:

The contract shall become legally binding & in force only upon the date mentioned in the Work Order.

4. VALIDITY OF THE CONTRACT:

The contract is likely to be valid for the period of 1 (one) years. The period of the contract may be further extended providing the requirement of the Office at that time or may be curtailed /terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected agency. The Office, however reserve all rights to terminate this initial contract at any time after giving one month notice to the selected service providing agency.

5. **AGENCY'S OBLIGATIONS:**

- 5.1 The Agency shall have to abide by & comply with the all Labour Laws including minimum wages Act, Workman Compensation Act, EPF Laws, ESIC Laws, & Contract Labour (Regulations Abolition Act, 1970) and Rules made there under for the time being in force, or any other law.
- 5.2 While evaluation, the tender inviting authority may summon the Bidders & seek clarification/ information or additional documents or original hardcopy of any of the documents already submitted & if these are not produced within the stipulated time frame, the tender may be cancelled & the security money will be forfeited.
- 5.3 The Agency shall provide Guarding & Security Services as stated in the clause No.2 of this terms & condition in the premises occupied by this Office as stated in clause No.1 of this terms & condition of this NIQ which may be amended from time to time by this Office during the contractual period & it shall always form part & parcel of the contract. The Agency shall abide by such assignments as provided by the Office from time to time.
- 5.4 The Agency shall provide Guarding & Security Services as stated in the clause No. 2 of this terms & condition through its uniformed & trained personnel for the performance of its service hereunder & all these personnel deployed shall be the employee of the contractor only & the Office shall not in any manner be liable & all statutory liabilities (such as ESI, PF, Health, Safety & Welfare and other statutory dues etc.) shall be paid by the contractor.
- 5.5 The Private Semi Skilled Ex Service Man Security Personnel engaged vide this contract should be in the age group of 18 to 60 Years, they should be physically fit, medically certified for good health & should be well trained, trusted-worthy, experienced & energetic in nature.
- 5.6 a) The Agency shall have to submit the Antecedents Certificate of their employees on deployment along with photocopy of Aadhar Card & two Nos. passport size photographs not more than six months old.
- b) Personnel engaged, for duty as mentioned in this NIQ, by the agency should possess proof of Ex Service man along with agencies Identity Card while on duty. Also the agency will submit proof of Ex-service man to EIC before engaging the personnel.
- 5.7 The Agency shall issue identity cards/ identification documents to all its employees with concurrence of Officer-in-charge & who will be instructed by the Agency to display the same. The Agency should satisfy the Office that the persons deployed is actually well-trained, trusted-worthy, and energetic having good physique & fit for the services required by the Office.
- 5.8 The personnel of the Agency shall not be the employee of the Office & they shall not claim any salary, allowances, compensation, damages or anything arising out of their employment/ duty

under this contract & the personnel of the Agency would never be appointed or absorbed to any post of the Office.

- 5.9 The rate should be quoted in conformity with the rate so determined by the Govt. of West Bengal complying the provisions of the Minimum Wages Act, 1948 and under no circumstances the basic wages can be less than the Minimum Wages as notified by the Labour Department, Govt. of West Bengal during Tender tenure.
- 5.10 The Agency shall submit the details of amount deposited on account of EPF, ESI etc. in respect of the deployed personnel to the concerned authorities in every month without fail and before submitting bills for the subsequent months. The bills should be submitted for reimbursement of the actual amount of the service rendered by the Agency.
- 5.11 The Office shall have the right within reason, to have any personnel removed who is considered to be undesirable or otherwise & similarly the contractor reserves the right to remove any personnel with proper intimation to the Office, Emergencies are exempted.
- 5.12 The Agency shall not employ any person below the age of **18 years old**.
- 5.13 The Agency shall cover its personnel for personal accident & death whilst performing the duty & the Office shall own no liability & obligation in this regard.
- 5.14 The Agency shall exercise adequate supervision to reasonably ensure proper performance of Housekeeping & other allied services in accordance with schedule of requirements.
- 5.15 The Agency shall cover all its personnel under the relevant laws of EPF, ESIC, etc. proof of the same should be submitted by the contractor quarterly basis.
- 5.16 The Agency shall be responsible for providing liveries including Cap, Batch & Batons (two set in a year), Shoe (once in a year), raincoat, Sweater (once in a contract period), stationeries (Torch & Batteries), transportation and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel so provided by them required for the job & the personnel engaged by the contractor under this contract shall be dressed in a neat & clean uniform.
- 5.17 The Agency shall at all times ensure that it has sufficient, suitable personnel to provide guarding & security service at the respective premises as stated in Annexure-I & in sufficient number to undertake the responsibility taken upon the contractor & to provide full attention for executing the thereof.
- 5.18 The Agency shall maintain attendance register to its personnel, which will be verified by the Office time to time.
- 5.19 The Agency shall provide additional strength of security personnel at a short notice & alternating arrangements for replacement of his personnel's due to leave, sickness or any other reason whatsoever.
- 5.20 Any security guard found unsuitable or considered undesirable/disobedient shall have to be replaced within 24.00 hours' notice or as directed.

5.21 Overtime will not be allowed in any circumstances.

5.22 The Agency Personnel shall not divulge or disclose to any person or in anyway, any details of the office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature that may attract legal action.

5.23 The Security personnel will not indulge in any criminal activities, mal-practices of undesirable activities etc. In such cases, they will be dealt with under the provision of law and Agency will be fully responsible for their conduct.

5.24 Bill should be submitted in triplicate to the concern AE along with Xerox copy of payment detail (bank statement) , ESI / PF challan of operating personnel within each 10th day of month.

6 AGENCY'S LIABILITIES:

6.1 The Agency shall completely indemnify & hold harmless the Office & it's employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of the contract, wrongful act or negligence by the Agency or any of its employees & engaged in the provision of the guarding & security service to the Office.

6.2 The selected Company/Firm/Agency shall be responsible for the conduct/integrity of his personnel & shall also be responsible for any omission & commission on their part. He will vouch for their character & integrity. He shall submit the photograph & detailed particulars of the staff provided by him along with their Photocopy of Aadhar Card (as Photo ID proof & Address proof along with biometric details as per Govt. guideline) to the Office. Any type of loss, theft & damages occurred by the staff deployed by the Agency shall be recovered from his (Agency) bill/security deposit. Such incidence immediately be brought to the notice of the Police (F.I.R.) and authorized representative of the Office, in writing for further action.

6.3 The Agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the Agency contravening this condition, the Office shall be entitled to place the contract elsewhere on the Agency's risk & cost and the Agency shall be liable for any loss or damage, the Office may sustain in consequence or arising out of such replacing of the contract.

6.4 The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to the person deployed. The Office shall, in no way be responsible for settlement of such issue whatsoever.

6.5 On the expiry of the agreement as mentioned above, the Agency shall withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the Service Provider Company/ firm/ Contractor /Agency to pay and settle the same.

6.6 The Agency shall be responsible to provide Private Trained Security Personnel in uninterrupted manner. In the event of the agency is incapable of deploying the staff/personnel due to any reason; the Office can terminate the contract after forfeiting of the security deposit and earnest money deposit. All other deduction will be made as per existing Govt. Rule.

6.7 The Agency should pay all taxes & other levies in respect of Security Agency to the Govt. or any other concerned authorities.

6.8 The Agency should pay all existing & future taxes, rates, charges, assessments, outgoings & impositions of every description for the time being payable in respect of Security Agency.

6.9 The Agency should indemnify & keep indemnified the Office against any loss, damages, fines, premium, levies, costs, charges & expenses that the Office may suffer or incur on account of breach of any law, rules & regulations of the Govt. or any local authority or breach of any term or covenant of the contractor of these present.

6.10 The Agency shall have to deposit necessary amount in the form of Security Deposit as per Govt. Rules/ Norms made there under for the time being in force, or any other law.

6.11 That it should be clearly understood in the event of service provider fail to accept and execute the work order, or fails to comply the terms and conditions as stated herein above, the decision of Tender committee in this respect will be the final and binding upon both the party. It will be lawful on the part of the **Joint Project Manager (Works)** to impose such penalty as deemed fit depending upon the magnitude of offence apart from black-listing as well as imposing of criminal charges as mentioned in IPC, (if there be). For all disputes, the matter be tried before Hon'ble Bench within the original jurisdiction of Hon'ble High Court, Calcutta.

7 OFFICE'S OBLIGATIONS:

7.1 For all intends & purposes, the service providing agency shall be the Employer within the meaning of different Labour Legislations in respect of personnel so employed & deployed in the Office. The person deployed by the contractor in the Office shall not have claims of any master servant relationship nor have any principal & agent relationship with or against the Office.

7.2 The Office will not provide any medical facility and residential accommodation to the security personnel of the Agency.

7.3 The Office shall not be responsible for any damages, losses, claims, financial or any other injury or death to any person deployed by the contractor in the course of their performing the function/ duties, or for the payments towards any compensation.

7.4 The personnel deployed by the Agency shall not claim nor shall be entitled to pay & other facilities admissible to casual, ad-hoc, regular/ confirmed employees of the department during the current or after expiry of the contract.

7.5 In the event of termination of the contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to & will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise establishment of the Office.

8 PAYMENT:

8.1 All the payments shall be made through RTGS/NEFT.

8.2 The bills addressed to the Joint Project Manager (Works), HRBC along with the photocopy of attendance sheet for the previous month duly certified by the office with whom he is attached for onwards transmission to this office for payment by the Office.

8.3 No advance payment would be made in any case.

8.4 Payment for the executed works will be made as per the availability of fund and no claim whatsoever will be entertained for any delay of payment, if any. Intending Bidders may consider this criterion while quoting the rates.

8.5 The successful bidder shall also be liable for depositing all taxes, levies etc. on the account of service rendered by him to the Office to concerned tax collection authorities from time to time as per extant rules & regulations on the matter for the whole period of contract.

8.6 Necessary deductions will be made as per relevant Govt. Norms/Rules made there under for the time being in force, or any other law.

8.7 In the event, the successful bidder fails to submit the G.S.T., current return challan along with raised bills; necessary deduction will be made from the bills as per relevant Govt. Norms/ Rules made there under for the time being in force, or any other law in this regard.

8.8 The Tax Deduction at source (T.D.S.) shall be deducted as per provisions of the Income Tax Department, as amended from time to time & a certificate to this effect shall be provided to the agency by this Office.

8.9 In case, the successful bidder fails to comply with any statutory/taxation liability under the appropriate law, and as a result thereof the Office is put to any loss/obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or security deposit of the bidder, to the extent of the loss or obligation in monetary terms.

9. TERMINATION:

9.1 In case of breach of any of the terms and conditions of the contract by the Agency, the Office shall have the right to cancel the contract without assigning any reason thereof, and the security deposit by the bidder shall be forfeited. The decision of the Joint Project Manager (Works) HRBC in this regard shall be final.

9.2 The Agency does not provide the House keeping & other allied services as per the requirement & satisfaction level of this Office as per clause No.1 of the terms & condition of this NIQ.

10 SETTLEMENT OF DISPUTES:

There will be no provision of Arbitration.

Clause 25 of West Bengal Form No. 2911 is modified vide notification no. 8182-F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

“Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee of HRBC is constituted with the following officials as members:

1.	Additional Chief Secretary / Principal Secretary / Secretary of the Transport Department, Govt. of W.B.	Chairman
2.	Joint Secretary / Deputy Secretary of the Transport Department, Govt. of W.B.	Member
3.	Advisor (Engineering / Works) to the Vice Chairman, HRBC	Member
4.	Chief Project Manager, HRBC	Member Secretary and Convenor
5.	FA & CAO, HRBC	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

Joint Project Manager (Works)
HRBC

Memo. No.:- HRBC/12C-324/2023/Works/JPM(W)/NIQ/130/1(4)

Dated: 15/07/2024

Copy forwarded for favour of kind information to the:-

- 1) The Secretary, HRBC.
- 2) The Chief Project Manager, HRBC.
- 3) F.A & C.A.O., HRBC
- 4) Project Manager Works, HRBC

Joint Project Manager (Works)
HRBC