



PUBLIC ENTERPRISES & INDUSTRIAL RECONSTRUCTION DEPARTMENT

Notice Inviting Tender

e-Procurement

NIT No: 02/PEIR/23

Dtd: 04.05.2023

For

NAME OF THE WORK:

**Providing Security Services for Guarding the erstwhile premises of Apollo
Zipper India Limited (AZIL) at 4, Aurobindo Sarani, Kolkata- 700028**

GOVERNMENT OF WEST BENGAL

PUBLIC ENTERPRISES & INDUSTRIAL RECONSTRUCTION DEPARTMENT

2ND FLOOR, SILPA SADAN, 4, ABANINDRANATH TAGORE SARANI,

KOLKATA- 700016

PUBLIC ENTERPRISES & INDUSTRIAL RECONSTRUCTION DEPARTMENT

I. BID INFORMATION SHEET

Aspect	Description of Aspect
Title of the NIT	: Providing Security Services for Guarding the erstwhile premises of Apollo Zipper India Limited (AZIL) at 4, Aurobindo Sarani, Kolkata-700028
NIT NO. & Date	: NIT No. 02/PEIR/23 dated 04.05.2023
Document Download start date	: 08.05.2023
Pre-bid meeting	: 10.05.2023 at 4.00 p.m.
Bid submission start date	: 11.05.2023 from 10.00 a.m.
Bid submission end date	: 22.05.2023 up to 11.00 a.m.
Technical Bid opening date	: 24.05.2023 at 11.00 a.m.
Uploading of Technical Bid Evaluation sheet	: To be notified through system generated message
Financial Bid opening date	: To be notified through system generated message
Uploading of Financial Bid evaluation sheet	: To be notified through system generated message
Estimated Cost	: Rs. 5,90,112/- (Rupees Five Lakh Ninety Thousand One Hundred Twelve) only (excluding GST).
Bid Security/ EMD	: Rs. 12,000/- (Rupees Twelve Thousand) only
Address of Communication	: Deputy Secretary Public Enterprises & Industrial Reconstruction Department, 2nd Floor, Silpa Sadan, 4, Abanindranath Tagore Sarani, Kolkata- 700016 Email: peir15112019@gmail.com
Contact Person	: Shri Panchanan Manna, Deputy Secretary Public Enterprises & Industrial Reconstruction Department 2nd Floor, Silpa Sadan, 4, Abanindranath Tagore Sarani, Kolkata- 700016 Mobile no.- 8910743291 Email: peir15112019@gmail.com (for sending pre-bid queries)
Date of Commencement	: The date shall be intimated to the successful bidder at the time of awarding of the contract.

Tender Notice No: NIT No. 02/PEIR/23 dated 04.05.2023

II. INFORMATION TO THE BIDDERS

Introduction:

E-Tender is hereby invited by the Governor, West Bengal, for “Providing Security Service for guarding the erstwhile premises of Apollo Zipper India Limited (AZIL) at “4, Aurobindo Sarani, Kolkata- 700028” as detailed below, through electronic tendering (e-tender) from the resourceful, well experienced and financially sound Agencies/Companies.

1. General guidance

Interested bidders are requested to log on to the website **<https://wbtenders.gov.in>** to participate in the bidding process.

2. Registration of Bidders

Bidders willing to take part in the process of e-tender are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) and are required to register the Digital Signature Certificates through the registration system available in the website.

3. Downloading Tender Documents

Interested bidders will have to download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

4. Tender Fee (Non-refundable):

In this tender there is no “Tender Fee”.

5. Pre-Bid Discussion:

A pre-bid discussion will be held at “**Conference room of 6th Floor, Silpa Sadan, 4, Abanindranath Tagore Sarani, Kolkata- 700016**” as per schedule date and time as specified in the Bid Information Sheet above, in order to provide any additional information or to furnish additional clarification, if any, needed on the Scope of work and NIT. The clarification(s) / decision (s) against point/query as would be given by the PE & IR Department and such discussion shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the Pre Bid discussions shall be uploaded in the Tender portal for view of the intending bidders.

6. Earnest Money:

A) Value of EMD:

i) Online/Offline submission of EMD:

The EMD amount for this tender is **Rs. 12,000/-** (Rupees Twelve Thousand) only.

Mode of submission:

EMD shall be submitted **through Online/RTGS/NEFT** (The deposit of EMD shall be governed as per the procedure laid down in the Finance Department Memo No. 3975 F(Y) dated 28/07/2016).

N.B.: Offline mode of submission of EMD will not be granted.

No interest will be payable by the PE & IR Department on the deposited Earnest Money under any circumstances.

There is no exemption in EMD for this tender.

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- B) EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.**
- C) Same methodology shall be followed in case of rejected bids.
- D) PE & IR Department reserves the right to forfeit the Earnest Money deposit, if any bidder, after opening of tender, withdraws/varies, amends, impairs, revise their offer unilaterally or derogates or revokes his tender, or if any document/statement submitted by the bidder in respect of qualifying requirement or any other information is found to be untrue, or if successful bidder fails to execute the work order satisfactorily within the stipulated time as mentioned in the work order or denies to accept the work order within the validity period of their offer, or if the acceptance of order by successful bidder is not received within the stipulated period or if the bidder does not accept the arithmetical correction of its bid price, or if the successful bidder fails to submit contract performance guarantee within stipulated date.**

In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders following the procedure as mentioned in (B) and (D) above.

7A. Documents to be submitted in Technical Bid (Technical Cover / Cover I):

- 1) Submission of Bid Security / Earnest Money:**

EMD shall be submitted through Online / RTGS / NEFT.

- 2) Declaration documents:**

Declaration as per Annexure- I.

- 3) Documents submitted in Other Important Documents**

Self-attested copies of the following documents:

- a) Copy of Present work order of engaging **Security Agency in any Industrial establishment of repute** to be supported by satisfactory performance certificate.
- b) Copy of at least 2 (two) separate contracts where **Security Agency is deployed** in any PSU / PSE/ Govt. Organization / Govt. Undertaking / Govt. Autonomous Body / Industrial Establishment of repute to be supported by the work order or agreement with 5 years experience.
- c) Experience certificates having minimum last 5 (Five) years experience in deployment of Security Personnel independently.
- d) Copy of ISO-9001:2015 certificate.
- e) Details of the training establishment where training is provided to the guards on security guarding as per established training curriculum.
- f) Copy of PAN Card issued by Income Tax Deptt. & IT Return of last 3 (Three) financial years (**Last financial year being 2021-2022**).
- g) Copy of PF Establishment Code (PF code allotment letter by RO/SRO) and ESI Code.
- h) Copies of latest PF Return-cum-Challan.
- i) Copy of GSTIN Registration Certificate.
- j) Sound financial condition evidenced by positive net worth during last 3 (Three) financial years. (**Last financial year being 2021-2022**).

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- k) Documents showing annual turnover of Rs.15,00,000/- (Rupees Fifteen Lakh) only in last 3 (Three) financial years. **(Last financial year being 2021-2022).**
- l) An undertaking that the agency has no adverse record or defaulter of statutory liabilities.
- m) Copies of License under the Private Security Agency (Regulation) Act, 2005/ The West Bengal Private Security Agencies (Regulation) Rules, 2007, to work in Kolkata / all over West Bengal.
- n) Documents in support of Audited balance sheet for each of the last 3 (three) consecutive financial years **(last financial year being 2021-22).**

Legible photocopies of all documents duly attested are to be submitted along with the tender. Original copies of documents are to be produced on demand.

4) Addenda /Corrigenda (if published):

Bidders are to keep track of all the Addenda / Corrigenda issued with the NIT and upload the download copies of the above documents and merge the Addenda / Corrigenda with respective covers. Tenders submitted without the Addendum / Corrigendum, if any, shall be rejected. Tenders will be summarily rejected if any of the above items in the statutory cover is missing.

- 5) Bidder also requires filling up a QR Summary Sheet as per prescribed format (Annexure– A) and a BOQ sheet as per prescribed format (Annexure– B) and uploading the same with digital signature.

NOTE: Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outrightly without any further reference to the bidder.

7 B. Documents to be submitted in Financial Bid (Finance Cover / Cover II):

The financial proposal to be submitted in Finance Cover and should contain the following document in one cover. **Bill of Quantities (BOQ):**

The bidder should only fill up / quote rate against the following items in the BOQ as mentioned hereunder;

- i) Name of the Bidder / Bidding Firm / Company in the respective cell
- ii) Service charge
- iii) Yearly cost for providing safety protective equipments for all categories of security personnel on lump sum basis
- iv) Administrative/Incidental Expenses.

On completion of quoting rates in both of the sheets the bidder must encrypt the rates and upload the same with digitally signed. **(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder). Evaluation will be done only on the total rate quoted in the BOQ sheet as per Annexure- B.** Further, the **“Total cost of all categories of personnel for wages for 1 year”** in the BOQ sheet (Column- 7, Row- 1.01) has been determined as per **Annexure– C**, for reference. Category wise monthly & yearly cost has been derived considering full deployment as per NIT. However, Payment shall be made on the basis of actual deployment of manpower complying with all statutory norms.

8. Submission of Tender

General Process of Submission

- i) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender.
- ii) Bidders must submit the Tenders in two covers i.e. **“Technical” & “Financial”**. Bidders must download tender specific documents (NIT/SBD, BOQ etc.) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.
- iii) Bidders need to fill up the quoted price in the BOQ, downloaded for the above mentioned job, in the designated cell of the BOQ spreadsheet and upload the same in designated location of **“Financial”** cover.
- iv) The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the addenda / corrigenda related to the tender and upload the latest documents as part of the tender.

9. Amendment of Bid document

- a) The PE & IR Department reserves the right to modify the Bid Document by “Amendment” for any reason whatsoever at any time prior to the last date of submission of Bid. The “Amendment” along with this Bid Document shall thereafter become part of the Bid document. Any addendum / corrigendum to the NIT will be published in the website **wbtenders.gov.in** and website of the PE & IR Department, <https://peir.wb.gov.in> and bidders have to download the same and duly signed sealed copy of the same will have to be submitted towards its acceptance in the Part I Cover. Bidders are requested to keep track of any addendum /corrigendum published time to time.
- b) The PE & IR Department reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses / loss incurred by the bidder in the process in whatever manner it may be.

10. One bid per bidder

- a) Each Bidder shall be allowed to submit only one Bid.
- b) The NIT/Bid is not transferable.

11. Opening of Technical Proposal

- i) The technical proposal will be opened in presence of the Tender Committee of the Department by its duly authorized representative on the date as specified in Tender Notice.
- ii) Technical Cover (Statutory Documents) shall be opened and if there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iii) Duly authorized representatives of the bidders are allowed to remain present during opening of the technical bid.

12. Uploading of summary list of technically qualified bidders

- i) Pursuant to scrutiny and decision of the Tender Committee of the Department, the summary list of eligible bidders for Financial Proposals will be uploaded in the web portals.

- ii) While evaluation, the Committee may summon any of the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

13. Opening and evaluation of financial proposal

- a) Financial proposals will be opened electronically from the web portal on the prescribed date.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of financial bid opening.
- c) The service charge as quoted in the BOQ shall remain fixed for the entire period of contract.
- d) After evaluation of Financial Proposal by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted by them against supply and delivery of materials / services will be uploaded.
- e) The Tender Committee of the Department may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.
- f) Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.
- g) The PE & IR Department reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by the PE & IR Department shall not be subject to rising of question by any bidder and the PE & IR Department shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against the PE & IR Department.
- h) Notwithstanding anything stated above or elsewhere, the PE & IR Department reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of the PE & IR Department.
- i) The bidders are requested to quote their price in the designated place of BOQ. **The evaluation shall be on the basis of total amount with GST inclusive of service charge.** System generated position of bidders may not be considered as final for placement of order.

14. Conditional and incomplete tender

- i) Bidder must quote for all items mentioned in BOQ sheet with all cells filled-up for submission in Technical Bid. Non-submission of this sheet in Technical Bid and partial quoting will lead to rejection of the bid.
- ii) If any bidder fails to produce any original hard copy of the documents like Completion Certificate or any other documents on demand of the Tender Committee of the Department within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant Act / Rules.
- iii) All the uploaded documents will have to be attested by the bidder with official seal of the agency / company and digitally signed by the authorized representatives of the bidders.
- iv) The PE & IR Department reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The PE & IR Department does not bind itself to accept lowest effective tender and reserves the right to reject or accept any or all tenders fully or partly without assigning any reason whatsoever. The PE & IR Department reserves the right also to negotiate with any or all bidders without

assigning any reason whatsoever. In case of non-acceptance / non-execution of the order by the successful bidder on whom Letter of Intent/Confirmatory order is placed, order will be terminated along with forfeiture of earnest money and penal measure would also be taken as deemed fit by the PE & IR Department.

- v) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral step of the tender documents and must accompany the bid.
- vi) Verbal clarifications and information given by owner or his employees or representatives of the agency / Department shall not be in any way binding on the PE & IR Department.
- vii) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the PE & IR Department shall bear no liability whatsoever on such expenses.
- viii) The tender submitted by a bidder shall become the property of the PE & IR Department and the PE & IR Department shall have no obligation to return the same to the bidder for any reason whatsoever.
- ix) Bidders will keep track of all the Addenda / Corrigenda, if any, issued with a particular NIT and merge the Addenda/Corrigenda with respective NIT. Tenders submitted without the Addendum / Corrigendum, if any, may be rejected.
- x) **The bidders must comply with all the statutory requirements while quoting rates. The applicable Minimum wages and bonus etc. also must be quoted. The tender will be cancelled if any deviation/discrepancy is found regarding rates and complying with the statutory requirements.**

7. Estimated Cost

The total Base Cost involvement for 12 months would be approximately **Rs. 5,90,112/- (Rupees Five Lakh Ninety Thousand One Hundred Twelve)only (excluding GST, Service charges etc.)**.

III. SCOPE OF WORK

The Security Agency/Company hereinafter referred as the “**Agency**” shall deploy security personnel for carrying out the assigned work and shall provide adequate security to the premises and property (both movable and immovable) of the company, round the clock (in three shift), **each shift being of 08:00 hrs duration for all the categories of security personnel**, to look after the safety and security and guarding of the premises and approach. The Service Provider shall ensure that security guards properly carry out the primary duty of safeguarding the assets. The Service Provider shall provide all manpower, supervision, material and equipment necessary to perform and complete the services in all aspects.

- i) Not to allow any visitor into the premises without proper/valid reason and without prior permission of the PE & IR Department.
- ii) To check the incoming / outgoing materials, if any, and ensure that the same is done with prior permission of the PE & IR Department.
- iii) To bring to the notice of the PE & IR Department in writing, any issue of grave concern like encroachments, theft etc.

In addition to the above points the Security Personnel shall also do the following duties:

- a) All other activities necessary to maintain proper order and security in consultation with the PE & IR Department and to formulate strategy for better and more effective / efficient security coverage to the premises.
- b) The security personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the PE & IR Department shall have no responsibility or liability, in this regard. The deployed Security Personnel shall always be on the Payrolls of the Agency concerned.
- c) The compliance of all Acts & Government Rules and Regulations regarding employment and working condition including various statutory facilities shall be the responsibility of the agency. The agency will be also responsible for any fines for non-compliance of any such Acts & Rules and Regulations.
- d) The Security agency should have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and an undertaking has to be submitted by the agency in line with clause no. 7) of the NIT in this score. The security agency awarded with the security contract has to comply with all statutory norms during execution of the contract. If the agency is found to be defaulter in complying with the statutory liabilities during execution of job, management may terminate the contract and take appropriate action.
- e) If any security personnel deployed by the Agency is found to be associated with any unlawful activity, the Competent authority of the agency will be liable to remove such personnel forthwith.
- f) Besides being registered with the State, the Security Agency is required to obtain a Labour License from the competent authority of the Labour Department, Government of West Bengal.
- g) The Security Agency shall be responsible for fulfilling the required strength as per order and maintain the same at all points of time. The Agency shall be paid for actual duties performed by the security personnel deployed by the Agency.
- h) Agency shall be liable for all payments to their employees, stipulated in the contract, as per their performance of duty.

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- i) The Agency shall undertake to disburse the monthly wages to their security personnel, irrespective of settlement of monthly bills by the PE & IR Department.
- j) In case of any dispute regarding payment of wages and its rate etc. raised by any of the Security Personnel, so deployed by the Agency under this contract, the sole liability to settle the dispute shall vest with the Agency and if for any reason any extra payment of difference of wages etc. becomes payable to any individual the same will be borne by the Agency.
- k) Proper Identity Card and Identical Uniform (2 set) along with good quality Shoe should be provided to all Security Personnel on duty by the Agency at its own cost every year. No Cargo Dress or Standard Uniform of Army /Navy / Air Force / Commando etc. would be permitted.
- l) The Agency shall have to cover all the security personnel under the **Employees State Insurance Act, 1948** and its amendments, at its own cost as applicable.
- m) The Agency shall not engage any person having criminal record.
- n) The Agency shall submit to Shri Panchanan Manna, Deputy Secretary, PE & IR Department or his authorized official, a list of security personnel engaged along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth, Height, Chest, Contact no, Copy of Aadhaar Card, or Voter Card, a recent passport size colour photo etc. along with 2 years experience certificate in working as Security Guard) at the beginning of the contract. The Agency shall not change any security personnel without prior written permission of the concerned authority of the PE & IR Department.
- o) The Security Agency shall maintain regular Attendance Register of the personnel deployed at the premises which is to be provided to the competent authority as and when required for verification and also for claiming bills.
- p) The Agency shall deploy Security Personnel on the basis of 8 hours shift duty and weekly off (Sunday) and leave on National Holidays shall be allowed to them. During the weekly offs of the security personnel deployed, reliever of security personnel shall be provided, but no separate remuneration would be paid for reliever Security Personnel / Supervisor by the PE & IR Department. The rate quoted by the Agency shall be inclusive of remuneration for such reliever. The Agency has to deploy the required number of security personnel per day as per order throughout the period of contract or extended period, as the case maybe.
- q) The Agency shall at his own cost, observe, perform and comply with the provisions of the following acts as and when applicable, during the execution of the contract period and rules/by laws framed there under including but not limiting to the following and shall maintain such registers and documents as required under the various statutes for production of the same before the Corporation and/or other statutory authorities prescribed on behalf as and when required. Non-compliance of the provisions/stipulations of this Acts will render the Agency liable to payment of necessary compensation/ penalty as deemed fit by the Authority. The Authority at its discretion may also terminate the contract in the event of non-compliance of the Acts as and when applicable.
 - The Contract Labour (Regulations and Abolitions) Act, 1970.
 - The Payment of Wages Act, 1936.
 - The Employees Provident Fund & Miscellaneous Provisions Act, 1952.
 - The Payment of Bonus Act, 1965.
 - The Employees State Insurance Act 1948.

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- The Private Security Agencies (Regulation) Act, 2005 & the WB Private Security Agencies (Regulation) Rules, 2007.
- Any other law of the land which may be applicable to the agency from time to time.

It will be the sole responsibility of the Agency to ensure all sorts of payment to his workers and submissions of returns in time as required by various Statutory Authorities concerned. The Agency has to submit Labour License and other statutory documents within 7 days of receipt of this order.

- r) The replacement of security personnel in case of sickness / leave / strike or otherwise shall be the responsibility of the Agency and for this no extra cost shall be paid by the PE & IR Department.
- s) If any Security Personnel found to be sleeping “**on duty**” or found intoxicated while “**on duty**” will also be deemed to be absence for the full man shift involves and for such activities he will be liable for disciplinary action by the agency and shall be replaced immediately by the agency.
- t) In case of any loss due to negligence, carelessness, default or any omission or conduct on account of employees of the Agency, the same shall be made good by the Agency.
- u) The Agency shall assist the Authority in the PE & IR Department in all matters in connection with lodging of FIR, Investigation, Enquiry etc. with the local Police as and when such requirement shall arise.
- v) The senior most Security Supervisor of the security team will supervise on security personnel and entire security network from time to time as would be assigned by the Competent Authority or his authorized representative. The Security Supervisor shall have full command over the entire contingent with responsibility to discipline and turn out.
- w) **Statutory Bonus** - The Agency has to ensure payment of bonus minimum @8.33% to its eligible security personnel as per provision of the Payment of Bonus Act, 1965.
- x) The Agency should not sublet the work to any other Agency in any case.

IV. TERMS & CONDITION OF THE TENDER

- 1) Bidders may inspect the work front/site and satisfy themselves about the working condition before submitting the tender.
- 2) The bidders will have to quote their rates both in figures as well as in words. In case of variation of rates quoted in figures and words, the lower of those will be considered for acceptance of the tender without considering total amount shown against the respective items or grand total. In case of quotation of abnormal higher/ lower rates, necessary justification of such quoted rate shall be sought for, if required, for acceptance by the department. The bidder should submit the 'PRICE BID' in original as attached in BOQ cover.
- 3) Successful bidder may have to submit reasonable price break-up along with schedule of works, if so required by the department.
- 4) The PE & IR Department does not bind itself to accept the lowest tender and reserves the right to reject or accept any or all tenders fully or partly and to split the tendered work among more than one party without assigning any reason whatsoever. The PE & IR Department reserves the right to negotiate with any or all bidders without assigning any reason whatsoever. In case of non-acceptance / non-execution of the order by the successful bidder on whom Letter of Intent/Confirmatory order is placed, the order will be terminated along with forfeiture of earnest money including penal measure, as deemed fit by the PE & IR Department.
- 5) Rate quoted in the tender shall remain unchanged till the end of the contract period including all authorized time extension(s) as may be allowed by the PE & IR Department from time to time. During this period no revision in rates on account of market fluctuations or on account of any act of Government / Local Bodies / any other agency will be permitted.
- 6) The work is to be executed strictly as per enclosed schedule of terms and conditions of Contract.
- 7) Conditional tenders are liable to be rejected summarily.
- 8) The bidder shall include in his tender, the price of all taxes as applicable to his operation of contract.
- 9) Canvassing in connection with the tender is strictly prohibited and the tenders submitted.
- 10) In the event of the tender being uploaded by a firm, it must be signed by each member thereof or in the event of absence of any partner, it must be signed by a person holding the power of attorney authorizing him to do so. Such power of attorney should be produced with the tender.
- 11) It will be imperative for the bidder to fully inform / conversant himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

12) Validity of tender:

The tender submitted shall remain valid for a period of 6 (six) months from the date of opening of Technical Bid, during which period the bidder shall not withdraw his tender or amend, impair or derogate there from.

The PE & IR Department may solicit the bidders' consent for a further extension of the validity period of his tender as required. The request and response thereto shall be made in writing. A bidder accepting the request will not be permitted to modify the tender or the prices.

V. GENERAL TERMS & CONDITION

1. Goods and Service Tax (GST)

Any change in provisions of GST including applicability of certain provisions which for time being is deferred is deemed to be applicable for this job.

2. Contract Period

The contract will be initially placed for a period of 12 (Twelve) months which may be extended for a further period of 1 (one) year with the existing terms and condition at the sole discretion of the management depending upon satisfactory performance and conduct.

3. Blacklisting Policy

Blacklisting Policy of the department is as per Finance Department notification. However, the PE & IR Department reserve the right to recommend the agency for blacklisting in the event of fraud, misrepresentation of facts, submission of fraudulent documents or any other act by which the contract may become infructuous before or after meeting.

4. Provident Fund

From the first day of engagement of any workman / employee by the Agency under the work order, the said workman/ employee shall be member of the provident fund of the Agency's firm. Copies of the membership details are to be sent to the Regional Provident Fund Commissioner and (HR&A) Department and the PE & IR Department for verification and certification, before claiming the periodical / monthly bill. Three copies of P.F. contribution deposition challans, copies of form 12 a(r) duly received by P.F. authority and a statement showing individual contribution as per specific format required under para- 36b of E.P.F. scheme- 1952, shall have to be submitted within 7th day of the next month together with a list of workmen / employee in respect of whom P.F. contribution has been deposited to the appropriate authority. All relevant records pertaining to deposition of P.F. contribution etc. shall be made available at the Agency's site office for inspection by the concerned authorities.

Agency has to submit all relevant documents and papers to the PE & IR Department, as required for IR clearance for release of final bills & security deposit after completion of contractual period.

5. Compliance of the provisions under the Contract Labour (Regulation & Abolition) Act, 1970

The Agency is to comply with the security provisions under the above law. The Agency must obtain license under the above act.

6. Insurance for workmen's compensation

The Agency shall take insurance policies to cover risks involved and all administrative arrangements and incidental jobs thereto. In the event of furnishing of incorrect and incomplete information or non-furnishing of information, on the part of the Agency, resulting in non-admission of claim to the insurance company, the Agency shall be liable to pay the compensation to the concerned Workman at his own risk and peril. The PE & IR Department shall not be liable for any damage for which compensation is payable in consequence of any accident or injury to any workman due to the aforesaid act on the part of the Agency. The Agency is to indemnify the PE & IR Department against the payment of above workmen compensation.

7. Identity card

The Agency must issue the identity card [in Form (xiv) under the West Bengal Contract Labour Regulation & Abolition rules, 1972] to each of his workmen to be deployed at the premises.

8. Withdrawal of workmen

In case any workman is found hampering the interest of the Government in any way, appropriate action shall immediately be initiated against him. In such case, the Agency shall have to replace such workman within 24 hours notice.

The Agency will have to quit with all his men, materials and equipment within seven days after expiry / cancellation of work order.

9. Labour license

The principal employer's certificate will be issued by the PE & IR Department for the purpose of obtaining labour license from the concerned registering officer under Contract Labour (Regulation & Abolition Act, 1970) and rules framed there-under, as may be applicable.

VI. SPECIAL TERMS AND CONDITIONS

1. Technical

a) Requirement of Manpower:

Requirement of Security Personnel:

Requirement of Security Personnel	Category	Nos.
Security Guard	Unskilled	4
TOTAL:		4

Statutory emoluments payable for engagement of security personnel / manpower:

Sl. No.	Particulars	Payment @ to Unskilled personnel (Rs.)
i	ii	iii
1	Minimum Monthly Wage rate as per order issued by Labour Department, Govt. of West Bengal per worker	9781.00
2	Monthly EPF Contribution per Worker by Employer @ 13.36% of wage	1307.00
3	Monthly ESI Contribution per Worker by Employer @ 4.75% of wage	465.00
4	EDLI Contribution payable per Worker by Employer @ 0.5% of wage	49.00
5	Administrative Charges under EPF payable per Worker by Employer @ 1.11% of wage	109.00
6	Bonus @8.33% of wage subject to a maximum of Rs. 7,000/- p.a.	583.00
7	Gross Statuary Monthly Emolument per worker (Rows 1+2+3+4+5+6)	12,294.00
8	Number of Workers	4
9	Total Statutory Monthly Emolument Payable for all workforce (Rows 7 x 8) (excluding GST)	49,176.00
10	Total Statutory Yearly Emolument Payable for all workforce in different category (Row 9 x 12 months) (excluding GST)- Base Rate	5,90,112.00

However, the number of required security personnel of different categories as mentioned may increase/decrease subsequently to the extent of $\pm 25\%$.

b) Eligibility Criteria of the Security Personnel:

- i. The age of all the security personnel to be deployed must be above 25 years and below 60 years. They should be physically and mentally fit to perform their duties energetically. The Number of security personnel deployed shall under no circumstances fall below the required number.
- ii. Age proof certificate has to be produced for verification.
- iii. All the Security Guards to be deployed by the security agency must have at least 2 (two) years of experience in working as security guards in other establishments.

2. Paying authority

The Deputy Secretary, PE & IR Department will be the paying authority.

3. Terms of payment

- i) **Payment:** The Agency shall submit monthly bill in Triplicate on lump sum amount duly signed and certified by authorized representative along with attendance sheet of the personnel for each month by 1st working day of the following month in respect of the previous month and accordingly the authority will settle the bill by 10th of the following month provided the bill is found to be in order. Payment shall be made after submission of EPF and ESI Challan of previous month deposited with the appropriate authority.
- ii) The monthly payment on the basis of daily deployment on “**No work No Pay**” towards engagement of the Security Guards as per the agreement of the Contract will be reimbursed from this Office against certified bill through Account Payee Cheque only.
- iii) Income Tax or any other statutory recoveries, as applicable will be deducted from the monthly bill of the Agency.
- iv) The payment of **P.F. (Employer’s share & administrative charges), ESI (Employer’s share)** contribution and Service tax will be reimbursed by the PE & IR Department against submission of Bill with depository Challan in each month.
- v) **The payment of Insurance premium for Group Personal Accident Insurance will be reimbursed by the PE & IR Department against submission of original receipt at actual (The Insurance should be obtained from the enlisted Insurance Company by the PE & IR Department). Basic premium Rs. 130/- per worker / year + GST as applicable.**
- vi) The Agency shall not pay less than the minimum wages to the Security Personnel as notified by the Labour Department, Govt. of West Bengal which is applicable for the employees **in the security service/** duty as applicable form time to time. **The state minimum wage i.e. the minimum rates of wages in the employment of security service in the State of West Bengal as notified by the Labour Department, Govt. of West Bengal will be as on the date of publication of the NIT.**
- vii) **Revision of Rates:** The monthly cost (Basic + Bonus + HRA+ Cost of Reliever + Leave Pay) of Security Personnel as provided in **Annexure- C** considering the West Bengal Security Service Min. Wage w.e.f. 01.01.2023 for **Civilian Security Guards** shall remain firm including Service Charge during the entire contract period and even during the extended period, if any. Such State Minimum Wage is considered as Base rate. However, in case of escalation of rate in connection with revision of minimum wages for security personnel as per Govt. of West Bengal notification if any, **after publication of the NIT** payable to the individual Guards in the security agency within the contract period will be borne by the Agency itself initially and the additional amount over and above the composite amount shall be claimed with relevant

notification from the PE & IR Department for reimbursement subsequently. **Service charge shall not be paid on reimbursement amount.**

4. Security Deposit

3% of the order value shall be submitted as Security Deposit (The Security Deposit of EMD shall be governed as per the procedure laid down in the Finance Department Memo No. 3975 F(Y) dated 28/07/2016). The successful bidder will have to submit this Security Deposit within one month from issuance of LOA / Work Order. The EMD as deposited by the successful bidder at the time of submission of bid shall be refunded after submitting the above Security Deposit.

5. Penalty

If the Agency fails to provide satisfactory service up to the total scheduled period of execution, penalty @ 10% of the order value of the balance work up to a maximum limit of deposited Security money shall be levied on the Agency concerned and the same has to be paid by the Agency on demand by the PE & IR Department and in the event of failure, entire amount of Security Deposit will be forfeited and pending monthly service bill shall be adjusted against the penalty clause.

6. Safety Clauses

The agency shall take all safety measures during the work as per the safety rules in consultation with the Controlling officer of the PE & IR Department. The agency will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.

7. Agreement

- a) An agreement (**two copies in original**) on non- judicial stamp paper for Rs. 100.00 (Rupees One hundred) only shall have to be executed by the Agency within 30 (thirty) days from the date of placement of LOA / Order.
- b) The Agency shall provide free of cost to the Owner the complete set of Tender Documents, copies of all the correspondences with the Owner, Order Copy, one copy of the acceptance letter etc. (Two copies) to form a part of the Contract Documents. The documents must be sealed and signed by the authorized representative of the Agency.
- c) The agreement shall remain valid for the entire contract period.
- d) On the event of conflict / contradiction between provisions of tender document and agreement, **provisions of Tender Document shall overrule**, and any provision of tender document, which is not covered in Agreement, shall also be considered as a part of Contract agreement.

8. Force Majeure

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government Acts or Legislation or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond the control of PE & IR Department and which will directly or indirectly prevent completion of the consultancy services within the time specified in the agreement will be considered FORCE MAJEURE.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Agency/ Owner as the case may be, shall, within one week, give notice in writing

to the Owner/Agency, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

9. Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Parties shall submit the dispute in writing to the Head of the Department, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

a) Effect of Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of acceptance of Letter of Intent / Effective Date.

In the event that Force Majeure circumstances continue for a period of more than one month, both the parties may discuss and mutually agree upon the future course of action which may include termination of Contract.

10. Termination:

1. In the event of breach of any of the covenants and stipulations contained in the agreement/ terms and conditions of the tender documents as well as Work Order and failure of the Agency to remedy such breach within the stipulated time as will be directed by the PE & IR Department, the contract will be terminated by giving **45 days (Forty five)** notice.
2. Any goods of the Company in custody or Power of the Agency at the time of termination of contract or expiry of the contract by efflux of time or by notice or otherwise shall be restored / returned by the Agency to the Department in the conditions as it was at the time of handing over.
3. The PE & IR Department at its discretion may terminate any or all order with 45 (Forty five) days notice without assigning any reason whatsoever.

11. Non-Compliance:

In case the Agency fails to carry out his assigned job or could not mobilize his resources as stipulated in the scope of work, the Department or its authorized representative reserves the right to get the job done by any other agency.

12. Forfeiture of Security Deposit/Earnest Money:

On placement of order, if the Agency refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit shall to be forfeited as per discretion of the Department Authority and other penal action may be taken as deemed fit.

13. Arbitration / Settlement of Disputes

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of this contract, the Secretary of the PE & IR Department shall negotiate between the parties hereto with a view to its amicable resolution and settlement within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose.

If no amicable resolution or settlement is reached within the period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such

intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached and on receipt of a request from the other party, appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court, Calcutta.

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted from time to time.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

14. Limitation of Liability

In no event Department shall be liable for special, incidental or consequential damages whether based on contract or not, negligence, strict liability or otherwise, and arising from any cause whatsoever by reason of the services rendered under the contract.

15. Legal Jurisdiction:

Any legal dispute would be dealt under the jurisdiction of the Calcutta High Court only.

ANNEXURES

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ANNEXURE- I

Declaration

A. I, ----- on behalf of ----- (name of the company / partnership firm) ----- do hereby declare that I have gone through all the provisions of NIT No. ----- dated ----- (including subsequent Addenda / Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering to all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I, ----- on behalf of M/s. ----- (name and address of the bidder) hereby declare that M/s. ----- (name of the bidder) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last ----- year(s).

C. I, ----- on behalf of M/s. ----- (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. ----- (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

D. I, ----- on behalf of M/s. ----- (name and address of the bidder) do hereby declare that ----- (Name of the agency) have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.

E. I, ----- on behalf of M/s. ----- (name and address of the bidder) do hereby confirm that my / our bid complies with the total techno commercial requirement of tender document without any deviation. We hereby withdraw all deviation mentioned in technical proposal, if any. The bid is a "Zero Deviation bid".

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorized Representative
Seal of the Company

Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.

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ANNEXURE-II

BIDDER INFORMATION SHEET

(To be filled, signed and attached)

1.0	Proposal No. and Date			
2.0	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	Registered Office details			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	Kolkata office details			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary / Partnership / Private Limited / Public Limited / Public Sector)			
4.1	Type of organization and its legal entity			
a)	In case of individual: Give the full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			
	Person	Designation	Based at	Telephone No./E-mail/Fax
a)				
b)				
c)				

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6.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed / Not enclosed
7.0	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so	Yes / No
8.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :	
9.0	Product catalogues, leaflets etc. attached	Yes / No
10.0	Financial Details of the Bidder	
10.1	Name & address of Bankers	
10.2	GST Registration details	
10.3	PAN / TAN No.	
10.4	Annual turnover of Bidder For last three (3) Fiscal year 1) 2018-19 2) 2019-20 3) 2020-21	
10.5	Enclosed Copies of Balance Sheets and Profit and Loss Account (duly audited certified public/chartered account) for the past 3 accounting (fiscal) years	

Signature :

SEAL OF COMPANY

Name :**Designation** :

* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation

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Annexure - A Qualifying Requirement Summary Sheet

<p><i>NIT No:</i></p> <p><i>[To be filled up and uploaded in technical cover with digital signature by the bidder as per clause no. 7) point no. 3 under Information to the Bidders of the NIT]</i></p>				
<p><i>Name of the Agency: M/s.</i></p> <p>.....</p>				
<p>1. Experience:</p>				
<p><i>a) Date of Registration / Incorporation of the Agency / Company:</i></p> <p>.....</p>				
<p><i>b) How long the Agency / Company is in the business of deployment of Security Personnel (Provide necessary documents):</i></p>				
<p><i>c) Details of deployment of the engaged Security Personnel of the Agency / Company in the industrial establishment of repute: [as per Clause No. 7) point no. 3 under Information to the Bidders of the NIT]</i></p>				
Name of the Organization	Period of contract	Nos. of Security Personnel as per Work Order	Name of the Controlling Officer & Tel. No. / Mob. No.	User's Performance Certificate and Copies of Work Order / Copies of agreement to be enclosed (Must be uploaded against each organization)
				Yes / No
				Yes / No
				Yes / No
				Yes / No
<p><i>d) Details of engagement with names of the Organization, where Security Personnel are deployed in each contract in any PSU / PSE/ Govt. Organization / Govt. Undertaking / Govt. Autonomous Body/Industrial Establishment of Repute: [as per clause no. 7) point no. 3 under Information to the Bidders of the NIT]</i></p>				
Name of the Organization	Period of contract	Nos. of Security Personnel as per Work Order	Name of the Controlling Officer & Tel. No. / Mob. No.	User's Performance Certificate and Copies of Work Order / Copies of agreement to be enclosed (Must be uploaded against each organization)
				Yes / No
				Yes / No
				Yes / No
				Yes / No
<p>2. ISO - 9001:2015 Certificate [as per clause no. 7) point no.3 under Information to the Bidders of the NIT]</p>				

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Year of issue	No. & Date	Issuing Authority with address	Validity	Remarks (if any)
3. IT, PT, GST Registration detail:				
Certificate	Year of Issue	No. & Date	Issuing Authority with Address	Remarks
4. Provident Fund, ESI Code details:				
PF, ESI Code No.	Year of Issue	Issuing Authority with Address	Total No. of Registered Member	Remarks
5. License: The license details under the Private Security Agencies (Regulation) Act 2005 / The WB Private Security Agencies (Regulation) Rules 2007, should mention the details with photocopies of license to be submitted in the following format:				
License Number	Year of Issue	Number & Date	Issuing Authority	Address of the Issuing Authority
6. Balance Sheet: (Last three years). Last financial year being 2021-2022				
Audited Balance Sheet showing Profit & Loss Account	Year(s)	Turn Over (Rs.)	Profit / Loss Amount (Rs.)	Remarks
	2019-2020			
	2020-2021			
	2021-2022			
7. Details of annual turnover for the last three financial year (Last being 2021-2022): [as per clause no. 7) point no. 3 under Information to the Bidders of the NIT]				
Annual turnover	Year			

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	2019-2020			
	2020-2021			
	2021-2022			
8. Details of Training Centre: [as per clause no. 7A point no. (3)(e) under Information to the Bidders of the NIT]				
Name of the Training centre	Nos. of faculty	Address of the Training Centre		
9. Minimum 5 yrs experience in deployment of Security Personnel independently: [as per clause no. 7) point no. 3 under Information to the Bidders of the NIT]				
Name of the Organization	Period of contract	Nos. of Security Personnel as per Work Order	Name of the Controlling Officer & Tel. No. / Mob. No.	User's Performance Certificate and Copies of Work Order / Copies of agreement to be enclosed (Must be uploaded against each organization)
				Yes / No
				Yes / No
				Yes / No
				Yes / No
				Yes / No
<p>The above information furnished by me / us is true and to the best of my/our knowledge and belief.</p> <p>Note:</p> <p>i) All fields are mandatory.</p> <p>ii) Bidders must clearly specify all the above information and upload the QR sheet in the Technical cover with the NIT.</p>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Name of the Tenderer with Seal & date</p> </div> <div style="width: 45%;"> <p style="text-align: center;">Signature of the Tenderer with date</p> </div> </div>				

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Annexure - B

Price Bid (BOQ)

Tender Inviting Authority: Public Enterprises & Industrial Reconstruction Department									
Name of Work: Providing security service for the erstwhile premises of Apollo Zipper India Limited (AZIL) at 4, Aurobindo Sarani, Kolkata- 700028.									
Contract No:					Dated:				
Name of the Bidder/ Bidding Firm / Company :									
(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
Sl. No.	Item Description	Item Code / Make	Qty.	Units	BASIC RATE In Figures to be entered by the Bidder in Rs. P	Total amount Without Taxes	GST considering 18%	TOTAL AMOUNT With GST in Rs. P	TOTAL AMOUNT (In Words)
1	2	3	4	5	6	7	8	9	10
1	JOB:								
1.01	Total cost of all categories of personnel for 1 year (Base Cost)	Item i	1	No	0.00	5,90,112.00	-	-	INR Five Lakh Ninety Thousand One Hundred Twelve Only
1.02	Service charge (in %) on total cost (Rs. 0.00) (Without GST)	Item ii	1	%	0.00	0.00	0.00	0.00	INR Zero Only
1.03	Yearly cost for Providing safety protective equipments for all security personnel	Item iii	1	LS	0.00	0.00	0.00	0.00	INR Zero Only

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1.04	Administrative/Incidental Expenses	Item iv	1	LS	0.00	0.00	0.00	0.00	
Total in figure									
Quoted Rate in Words									

Annexure - C

Price Schedule

Tender Inviting Authority: Public Enterprises & Industrial Reconstruction Department								
Name of Work: Providing security service for the erstwhile premises of Apollo Zipper India Limited (AZIL), at 4, Aurobindo Sarani, Kolkata-700028.								
Contract No:					Dated:			
PRICE SCHEDULE								
Sl. No.	Item Description	Item Code / Make	Qty	Units	Minimum Wages (in. Rs.)	Other statutory wages like EPF, ESI etc. per month as detailed in the table at para (vi) Special Terms and Condition	Max. Monthly cost of security personnel of all heads	Max. Yearly cost of security personnel of all heads (**)
1	2	3	4	5	6	7	9	10
1.00	Security Guard	Item 1	4	per head	9,784/-	2513/-	49,188/-	5,90,112/-
***Total in Figures								5,90,112/-
***Total in Words		INR Five Lakh Ninety Thousand One Hundred Twelve only						

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(**) Category wise monthly & yearly cost has been derived considering full deployment as per NIT. However, payment shall be made on the basis of actual deployment of manpower complying with all statutory norms.

ANNEXURE -D

Proforma for Contract Agreement

PROFORMA FOR CONTRACT AGREEMENT

THIS AGREEMENT made at this day of between **the PE & IR Department, 2nd Floor, SilpaSadan, 4, Abanindranath Tagore Sarani, Kolkata- 700016** (hereinafter called “the Procuring Entity”) of the one part, and of, (hereinafter “the Agency”), of the other part :

WHEREAS the procuring Entity invited bids for “.....” (NIT No. : Dtd. :)” and has accepted the Bid offered by the Bidder /Agency for the same in the sum of Rs.-/- (**INR.....**) **only (Incl. Tax and Others)** (hereinafter “the Contract Price”). After due consideration, the procuring entity has decided to entrust to the Agency with the Work of “.....”

FOR THE CONSIDERATION payable under this agreement, the Agency hereby agrees to complete the execution of work in a satisfactory manner following scope of work within the specified period.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Procuring Entity’s Notification (LOA) to the Agency of Award of Contract;
 - (b) the Bid Forms(including Price Bid) submitted by the Agency;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) _____
 - (f) _____

This Contract shall prevail over all other Contract documents which are not covered under Clause 2 above. In the event of any discrepancy or inconsistency within the Contract documents referred under Clause 2, then the contract shall be governed by the documents in the order listed above.

3. In consideration of the payments to be made by the procuring Entity to the Agency as indicated in this Agreement, the Agency hereby covenants with the procuring Entity to provide the goods and services / to execute works and to remedy defects therein in conformity with the provisions of the Contract in all respects.
4. The Procuring Entity hereby covenants to pay the Agency in consideration of the provision of the goods and services/ execution of works and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the applicable laws of the land of the Procuring Entity on the day, month and year indicated above.

Signed by(for the procuring Entity)

Witnessed by(for the procuring Entity)

Signed by(for the Agency)

Witnessed by(for the Agency)