



OFFICE OF THE CHIEF EXECUTIVE OFFICER
Siliguri Jalpaiguri Development Authority (SJDA)

AN IS/ISO 9001:2008 CERTIFIED ORGANISATION

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Memo No.: 1624 /I/ADMN/57/90/SJDA

Dated: 16.06.2022

NOTICE INVITING BID FOR ENGAGEMENT OF SECURITY GUARDS

NIB No. : 008/ADMN/SECURITYGUARD/2021-22 OF SJDA (2ND CALL)

The Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA), Siliguri invites on-line percentage rate tender in two bid system from reliable resourceful, bonafide and experienced firms / companies / individual contractors who have executed similar nature works in any Government / Semi Government / Undertakings / Autonomous / Statutory bodies and Local bodies qualifying the stipulated requirements as per details mentioned herein under for the under mentioned work (s): -

In the event of e-Filing intending bidder may download the tender documents from the website <https://wbenders.gov.in> directly by the help of his/ her Digital Signature Certificate (DSC).

Name of the Work	Earnest Money Deposit	Time Period	Tender Documents Sale/ Download Start Date and Time	Last date and time for submission of EMD, other documents as per NIT	Time and date of opening of technical bid (Part-I)	Time and date of opening of financial bid (Part-II)
Engagement of Security Guards	50,000/-	1 (One year) it may be renewed on mutually acceptable terms and conditions	17.06.2022 at 4.00 PM	04.07.2022 up to 4:00 PM	07.07.2022 at 11:00 AM	To be notified after technical evaluation

1. Technical Bid (Part-I) and Financial Bid (Part-II) both should be submitted concurrently duly digitally signed in the Website <https://wbenders.gov.in>. Tender documents may be downloaded from the website. Submission of technical Bid / financial bid should be done as per the date / time schedule stated in above table of this NIT. Bidders should ensure to submit/ upload only required documents duly indexed. Papers not required or asked for but uploaded while tendering might create illusionary error while scrutiny on line, in such case of any error arising out owing to reasons stated above of documents, the SJDA Siliguri shall not be responsible.
2. Earnest Money is to be submitted online in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA) At the time of uploading the tender / quotation, the intending tenderer,/ quotationer should select the tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payment modes:
 - i) Net banking (Any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway for on-line tenders.

Refund of EMD: The EMD of the unsuccessful Tenderer deposited shall automatically be refunded through online process. The refund of EMDs will be credited to the bidders to the account from which the EMD transaction got initiated by the bidder. Accordingly, for internet banking transactions, the EMD will be refunded back to the internet

banking account from which the bidder initiated the transaction. If the bidder has made EMD payment through RTGS/NEFT mode, the refund will go back to the account from which the RTGS/NEFT transaction got initiated.

HELPDESK

For any queries or issues on EMD payments made through Internet banking or Payment gateway, RTGS/NEFT mode or any Refunds Contact Helpdesk: 03340267513/ 03340267512.

3. Qualification Criteria:

The Tender Inviting & Accepting Authority will determine the eligibility of each bidder. Bidders shall have to meet all the criteria of Part-I. After having been found successful in Part-I bid then only financial bid of the respective bidder(s) shall be opened. Details of Part-I bidding: -

- i) (a) Part- I Technical eligibility.
(b) Part-I Financial eligibility.
- ii) Others, if any

4. (Bidders are advised to upload scanned copies of original documents, uploading scanned copies from photo/ zerox copies shall not be entertained and NIT shall summarily liable to be rejected without intimation thereto)

A. Documents required for Part – I technical bid.

- I. Current trade License
- II. Experience Certificate in similar work.
- III. Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- IV. Professional Tax
- V. EPF Registration Certificate.
- VI. Firm registration certificate with valid renewal for firms/ companies.
[Non statutory documents]
- VII. Copy of PAN Card.
- VIII. Income tax returns for the year 2019-20, 2010-21 & 2021-22
- IX. Registration under Private Security Act 2005. Please attach certificate of registration/ licence.
- X. Earnest Money Deposit (EMD) Details

GENERAL TERMS AND CONDITIONS

The name and address of the tenderer shall be clearly written and submitted in their own letter head pad and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instruction laid down herein; otherwise the tender is liable to be cancelled.

- 1. The tender shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
- 2. **The company or firm must be registered under private security Act 2005. Attach copy of certificate of the registration.**
- 3. The company or firm will provide GSTIN (Good and Tax Registration No.) along with bid. Further company of firm will provide monthly challan for payment of GST along with bill.
- 4. Individual signing the tender or other documents connected with the tender must specify whether he signs as:- (i) A sole proprietor of the concern or constituted attorney of such sole proprietor. (ii) A partner of the firm if it is a partnership firm, in

which case he/she must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms. (iii) Director or Principal Officer duly authorized by the Board of Directors of the company. (iv) In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.

5. Please note that offers not accompanied by the required EMD shall be out rightly rejected.
6. The tender shall be awarded to the lowest financial bidder.
7. The bids should be valid for at least 60 days from the date of opening of the tender and if any tenderer withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited by SJDA
8. Siliguri Jalpaiguri Development Authority reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid.
9. The Security Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
10. The Security Agency shall maintain attendance registers at the sites.
11. Register to be maintained by a private security agency.—(1) Every private security agency shall maintain a register containing— (a) the names and addresses of the persons managing the private security agency; (b) the names, addresses, photographs and salaries of the private security guards and supervisors under its control; (c) the names and addresses of the persons whom it had provided private security guards or services; and (d) such other particulars as may be prescribed. (2) The Controlling Authority may call for such information as it considers necessary from any private security agency, supervisor or private security guard to ensure due compliance of the Private Security Act.
12. Issue of photo identity card.—Every private security guard shall be issued a photo identity card, by the private security agency employing or engaging the guard.
13. The Security Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed and wages book may be maintained by the Agency in respect of each Security Guard.
14. The quoted rates shall not be less than the minimum wages of the West Bengal state government and shall include all statutory obligations.
15. The Security Agency shall in no case pay its employees less than the minimum mandatory rates as specified by the government per month. The payment made to the security guards has to be maintained in a register and same should be submitted along with attendance register during the monthly claim.
16. The security agency shall strictly follow the applicable labour laws with respect to maximum hours for which a security guard can work.
17. The Security Agency shall be responsible for engaging adequately trained manpower required for providing good Security Service.
18. The employees of the Security Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. Medical certificate in respect of fitness of guards/employees deputed may be produced.
19. The Security Agency will, prior to the commencement of the operation of contract, make available to SJDA the particulars of all the employees who will be employed: such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees should be enclosed
20. The Security Agency shall be responsible for the payment of wages and allowances as per Minimum Wages Act in force and all statutory dues to the persons employed by him for providing the Security Services. The Security Agency shall be further

responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. No child labourers shall be permitted by SJDA under this contract. Further the Security Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel / labour, the Security Agency shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against SJDA, the Security Agency shall be required to reimburse to SJDA any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. SJDA shall also have the right to deduct these amounts from the payment due to the Security Agency while releasing the payments

21. In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to SJDA and maintain liaison with the Police. FIR will be lodged by SJDA, wherever necessary. If need be joint enquiry comprising of both the parties shall be conducted and responsibility fixed. Further the employee/guards deputed at SJDA must be trained in respect of operation of Fire.
22. In case of any loss that might be caused to SJDA due to lapse on the part of security personnel discharging security responsibilities will be borne by the Agency and in this connection, SJDA shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to SJDA besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Agency, SJDA shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
23. The Security contract shall remain valid for a period of One year and it may be renewed on mutually acceptable terms and conditions. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, SJDA may terminate the contract of the Security Agency without any notice in case the Security Agency commits a breach of any of the terms of the contract. SJDA's decision that a breach has occurred will be final and shall be accepted without demur by the Security Agency.
24. The Security Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State.
25. The Security Agency shall be responsible to maintain the equipment"s and other articles supplied by the SJDA in good condition. In case of any damage he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Security Agency itself.
26. The Security Agency will liaise with the designated officer of SJDA and report to him every month to make checks on day to day activities of the Security Service. The Security Agency shall extend full co-operation to the designated officer from time to time.
27. On termination of the agreement the Security Agency will hand over all the equipment"s/articles as supplied by the SJDA in good working condition back to SJDA.
28. The Security Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the Security Agency is unsatisfactory, the Security Agency shall have to remove the person concerned and engage a new one. The decision of the Designated Officer in this regard shall be final and binding on the Security Agency.
29. SJDA is not bound to provide any mode of transport in respect of security personnel or material required for the contract.
30. The payment of wages shall be made directly by the Security Agency to his workmen and not through Thekedars. No amount shall be deducted from the wages of the workmen by way of commission of the Thekedars.
31. All statutory obligations under various laws from time to time will have to be met by Security Agency for which payment shall be made to him during the contractual period, as per Minimum wages Act.
32. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied with payment register and attendance register or any other documents prescribed by SJDA from time to time for proof of payment to workers and statutory liabilities. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.

33. The Security agency shall all times be solely responsible to damage, personal accident, injury or death of /or property or person shall at his own cost maintain all the liabilities under Workman's Compensation Act/Fatal Accident Act, personal injuries, insurance Act and other relevant Acts and rules of the Government.
34. EMD will be converted to security deposit of the successful bidder.
35. The services rendered shall be to the satisfaction of the SJDA authorities.
36. The Security Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt from time to time.) Companies Act,
37. The Security Agency shall be responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.
38. The agreement will be valid for a period of one year subject to review at the discretion of SJDA authorities at mutually agreed terms and conditions
39. Decision of SJDA with regard to interpretation of the terms and conditions shall be final and binding on the Agency.

Submission of Tenders

A.1. General Guidance for e-Tendering

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

A.2. Registration of Contractor

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details for obtaining class-II or class-III DSC can be had by logging on to <https://wbtenders.gov.in>.

A.3 Participation of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; after logging on to <https://wbtenders.gov.in> the contractor needs to click in the specified link for e-Tendering site as given on the web portal.

A.4. Mode of Collection

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

A.5. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If any bidder found to have applied multiple times in a single job all his applications will be rejected for that job.

A.6. Submission of Tenders

Tenders are to be submitted/ uploaded through online to the website. Up-loading of tenders should be in two folders at a time for each work (One folder for Technical Proposal & the other folder for Financial Proposal. Up-loading or submission of tenders must be done before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly after virus scanning also duly Digitally Signed. The documents will then get encrypted (transformed into non readable formats).

A.6.1. Bid – I (Technical proposal as well as Financial)

The Technical proposal should contain scanned copies of the following further two covers (folders).

A.6.1.1. Statutory Cover Containing

- i. NIT, Special Terms & Conditions in NIT, Special Specifications in NIT, if any, with all Corrigendum and Addendum, if any. (Download & upload the same Digitally Signed).
- ii. Tender form i.e. Tender clause (Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid).

A.6.2. Screening Committee & Tender Evolution Committee

- i) The Assistant Executive Officer, SJDA and the Finance Officer, SJDA under the Chief Executive Officer, SJDA will function as Screening Committee for determination technically qualified bidders.
- ii) Technical proposals will be open by the CHIEF EXECUTIVE OFFICER, SJDA along with his authorized representative electronically from the website using their Digital Signature Certificates (DSC).
- iii) Intending bidders may remain present if they so desire.
- iv) Cover (folder) statutory documents should be open first & if found in order, cover (folder) for non statutory documents will be opened. If there is any deficiency in the statutory documents the bid will summarily be rejected.
- v) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Tender Evolution Committee [The Assistant Executive Officer, SJDA and the Finance Officer, SJDA].
- vi) Pursuant to scrutiny & decision of the screening committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered & will be uploaded in the web portals.
- vii) During evaluation the Screening Committee, it may summon any of the bidders & seek clarification / information or seek additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

A.6.3. Financial proposal

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder shall quote their rate (lump-sum) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded after anti-virus Scanning and it should be Digitally Signed by the bidder.

A.7. Penalty for suppression / distortion of facts

Submission of false document by bidder is strictly prohibited & if found the bid will be considered as non-responsive and rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant IT Act or debarment process be initiated as per General conditions of Contract clause 41..

A.8. Rejection of Bid

The tender inviting authority reserves the right to accept or reject any Bid and / or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder / Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.

A.9. Opening of Financial Bid

A.9.1. Financial proposals will be opened by the Chief Executive Officer, SJDA, Siliguri along with his authorized representative electronically from the website using their Digital Signature Certificates (DSC).

A.10. Award of Contract

The Bidder who's Bid has been accepted will be notified by the Tender Accepting Authority. The notification of award will constitute the formation of the Contract.



Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Memo No.: 1024 /i(9)/I/ADMN/57/90/ SJDA

Dated: 16.06.2022

Copy forwarded for information to:

- 1) The District Magistrate, Jalpaiguri.
- 2) The District Magistrate, Darjeeling.
- 3) The Additional Executive Officer, Siliguri Mahakuma Parishad.
- 4) The Additional Executive Officer, Jalpaiguri Zilla Parishad.
- 5) The Sub Divisional Officer, Siliguri.
- 6) The Sub Divisional Officer, Jalpaiguri Sadar.
- 7) The Executive Officer, Jalpaiguri Municipality.
- ✓ 8) The A.P., SJDA, for uploading in Website.
- 9) Office notice board.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority

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16/6/22