

**"Selection of an Agency for facilitating seamless  
Movement of the vehicles across the  
Land customs Station, Ghojadanga , Basirhat, North 24 Parganas"**

**Tender no : 01 (2<sup>nd</sup> call)/MV/N 24 PGS**

**Date : 07-12-2023**

**Issued by –**

**District Magistrate,  
North 24 Parganas**



## Disclaimer

This Notice Inviting e-Tender (NIT) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this NIT document is to provide applicants (bidders) with information to assist in formulation of their bid application (the "application").

Whilst the information in this NIT has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Office of the District Magistrate, nor any of its officers or employees, nor any of their advisers accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the NIT, or for any errors, omissions or misstatements, negligent otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information (Information) contained in this NIT document or subsequently provided to interested parties (the "applicant (s)"), in writing by or on behalf of Office of the District Magistrate is provided to applicant (s) on the terms and conditions set out in this NIT documents and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by Office of the District Magistrate to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements Office of the District Magistrate reserves the right to accept or reject any or all applications without giving any reasons thereof . Office of the District Magistrate will not entertain any claim for expenses in relation to the preparation of NIT submissions.



Abbreviation

<b>Abbreviation</b>	<b>Descriptions</b>
DSC	Digital Signature Certificate
GM	General Manager
EMD	Earnest Money Deposit
GST	Goods & Service Tax
IT	Information Technology
LOI	Letter of Intent
PBM	Pre Bid Meeting
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PO	Purchase Order
NIT	Notice Inviting e-Tender
Tender issuing entity	Office of the District Magistrate of North 24 Parganas



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## NOTICE INVITING E-TENDER

TENDER REFERENCE NO – 01 (2<sup>nd</sup> Call)/MV/N 24 PGS

Office of the District Magistrate, North 24 Parganas invites e-Tender for the work mentioned in the Table 1 below. Bids are invited from globally reputed firms specialized in facilitating seamless movement of the vehicles across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. Submission of bid should be through an electronic bidding process.

Table 1 : Details of the Scheme

Name of the Project	Tender Documents Cost in INR (Non-Refundable)	Earnest Money Deposit in INR (Refundable)
Selection of an Agency for facilitating seamless movement of the vehicle across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas	1000/= (Rupees One Thousand Only) in the form of Demand Draft in favour of The District Magistrate, North 24 Parganas payable at Barasat and scanned copy of Tender Documents Cost will be uploaded in technical folder	Rs. 1,00,000/= (Rupees One Lakh Only) in the form of Demand Draft in favour of The District Magistrate, North 24 Parganas payable at Barasat and scanned copy of Earnest Money Deposit will be uploaded in technical folder

a) Intending bidders to download the tender documents from the website <https://wbtenders.gov.in> directly.

b) In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly. Necessary cost of tender documents (tender fees) of 1000/ = (Rupees One Thousand Only) has to be paid through Demand Draft in favour of The District Magistrate, North 24 Parganas payable at Barasat.

c) The bidder shall pay an EMD of Rs. 1,00,000/- (Rupees One Lakh Only) through Demand Draft in favour of The District Magistrate, North 24 Parganas payable at Barasat.



d) Digitally signed Technical Bid and Financial Bid, to be submitted through the website <https://wbtenders.gov.in>

e) Submission of the Bid should be done as per the stated time schedule mentioned in "IMPORTANT DATES & INFORMATIONS" section of the Tender Notice.

f) The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and absolute in this respect.



## **GENERAL GUIDANCE FOR E-TENDERING**

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

### **1. Registration of Bidder :**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e - Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e - Tendering site as given on the web portal.

### **2. Digital Signature Certificate ( DSC ):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbtenders.gov.in>. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. & BOQ (Bill of quantity) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

### **3. Submission of Tenders:**

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



## IMPORTANT DATES & INFORMATIONS

Table 2: Fact Sheet

1.	Tender No. & date	01 (2 <sup>nd</sup> Call)/MV/N 24 PGS Dated 07-12-2023
2.	Tender Version	1.0
3.	Brief description of project	Selection of an Agency for facilitating seamless Movement of the vehicles across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas
4.	Tender documents Fee	Rs. 1000/= (Rupees One Thousand Only).
5.	Earnest Money Deposit	Rs. 1, 00,000/= (Rupees One Lakh Only).
6.	Tender issuing entity	Office of the District Magistrate, North 24 Parganas
7.	Date of uploading of N.I.T. & other Documents (online) (publishing Date)	08/12/2023 ( 6:00 pm )
8.	Documents download start date (Online)	09/12/2023 ( 01:00 pm )
9.	Last Date and time of sending The queries	12/12/2023 (02:00 pm)
10.	Pre Bid Meeting at (Offline) if required	13/12/2023 (03:00 pm) The person should have proper authorization in respective company Letter Head. Quaries will be sent to : 1. Office of the District Magistrate, North 24 Parganas
11.	Corrigendum, if any, will be Published (Online)	Date: 14/12/2023 (06:00 p.m.)
12.	Bid Submission start date & time (Online)	Date: 15/12/2023 ( 6:00 pm )





13	Last Date & time of submission of original Earnest Money Deposit (DD) and Tender Fee (DD)	Date : 04/01/2024 (6:00 pm)
14	Bid Submission closing date & time (Online)	Date : 05/01/2024 (6:00 pm)
15	Bid opening date & time for Technical Proposals (Online)	Date : 09/01/2024 (12:00 Noon)
16	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	To be notified later.
17	Opening of Financial Bid (online) and declaration of result	To be notified later.
18	Contact Persons and e-mail ID	Regional Transport Officer, North 24 Parganas, Barasat. e-mail ID- rton24parganas@gmail.com



## SECTION - A : INTRODUCTION & OBJECTIVE OF THE PROJECT

### 1. Introduction

A portal has been created as an initiative of Government of West Bengal in coordination with Land Ports Authority of India, Indian Customs (CBIC), and Border Security Force (BSF) for quick clearance and smooth movement of Vehicles at Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. This project is aimed at hiring an agency for running day to day operation Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. The agency shall be deploying manpower gadgets / Items as (given below), towing vehicles, breakdown vehicle mechanism and setting up of an office etc. The area of operation shall be from Government parking area (in case of absence of any Government parking area any other hired private parking area to the zero point) to Zero Line or any other area required to be manned for the purpose of increasing the export and streamlining of the day to day operations at the Land customs Station, Ghojadanga , Basirhat North 24 Parganas. The main purpose of the agency is to improve the day to day operation and in turn increase the export. All sort of measures shall be taken by the agencies for smooth movement of cargo vehicles as well as increase the daily output of the ports.

<b>List of items to be provided by the agency</b>			
<b>Sl. No</b>	<b>Equipment</b>	<b>Qty.</b>	<b>Remarks</b>
01	Route patrolling vehicle (SUV) fitted with GPS (with drivers)	02	Helping Route Patrolling Officers and Linemen to patrol the area and maintain traffic flow.
02	Bike fitted with GPS	01	Helping Route Patrolling Officers and Linemen to patrol the area and maintain traffic flow.
03	JCB on rent locally	01	Will be used only in case of vehicle breakdown.
04	Computer with Printer, keyboard and mouse	03	To be used by Data Entry operators and other staff.
05	Scanner	02	To be used by Data Entry operators and other staff.
06	Walkie-Talkie (Free band)	12	For coordination and QRT formation.
07	Basic tools for repair of vehicles (Tech QRT)	2 Sets	For repairing breakdown vehicles at the spot

## SECTION - A : INTRODUCTION & OBJECTIVE OF THE PROJECT

### **1. Introduction**

A portal has been created as an initiative of Government of West Bengal in coordination with Land Ports Authority of India, Indian Customs (CBIC), and Border Security Force (BSF) for quick clearance and smooth movement of Vehicles at Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. This project is aimed at hiring an agency for running day to day operation Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. The agency shall be deploying manpower gadgets / items as (given below), towing vehicles, breakdown vehicle mechanism and setting up of an office etc. The area of operation shall be from Government parking area (in case of absence of any Government parking area any other hired private parking area to the zero point) to Zero Line or any other area required to be manned for the purpose of increasing the export and streamlining of the day to day operations at the Land customs Station, Ghojadanga , Basirhat North 24 Parganas. The main purpose of the agency is to improve the day to day operation and in turn increase the export. All sort of measures shall be taken by the agencies for smooth movement of cargo vehicles as well as increase the daily output of the ports.

**List of items to be provided by the agency**

Sl. No	Equipment	Qty.	Remarks
01	Route patrolling vehicle (SUV) fitted with GPS (with drivers)	02	
02	Bike fitted with GPS	01	
03	JCB on rent locally	01	
04	Computer with Printer, keyboard and mouse	03	
05	Scanner	02	
06	Walkie-Talkie (Free band)	12	
07	Basic tools for repair of vehicles (Tech QRT)	2 Sets	



## 2. Objective of the Project

A portal named "SUVIDHA" has been created as an initiative of Government of West Bengal in coordination with Land Ports Authority of India, Indian Customs (CBIC), and Border Security Force (BSF) for quick clearance and smooth movement of Vehicles at the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas.

Once registered with this portal, all sorts of facilitations for smooth movement and clearances with concerned agencies shall be ensured in a time bound manner. In case of any issue faced by the User, a round the clock Control Room with a Dedicated Helpline has been planned to be opened to address quick redressal of the issues.

This service is will be provided to all kind of goods vehicle of exporters through the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas. This service shall ensure **no waiting period** at the Land Borders and shall benefit all the Exporters. The objective of this tender is of Selection of an Agency for facilitating seamless movement of the vehicles across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas.



## SECTION - B : INSTRUCTION TO BIDDER

### **1. Definitions**

In this document, the following terms shall have following respective meanings: "**Agreement**" means the Agreement to be signed between the successful firm and Office of the District Magistrate, North 24 Parganas including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the tender, the bid after, the acceptance and all related correspondences, clarifications, presentations,

"**Bidder**" means the firm who applies the tender.

"**Contract**" is used synonymously with Agreement.

"**Deliverables**" means the documents as mentioned in this tender.

"**Default Notice**" shall mean the written notice of Default of the Agreement issued by one Party to the other.

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non - competitive levels and to deprive the Office of the District Magistrate, North 24 Parganas and eventually Govt. of West Bengal of the benefits of free and open competition.

"**Law**" shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India and / or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

"**LOI**" means issuing of Letter of Intent shall constitute the intention of the Office of the District Magistrate, North 24 Parganas to place the Purchase Order to the successful firm.

"**Services**" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

### **2. Submission of BID**

Bids are to be submitted online to the website stated earlier in two folders at a time , one is Techno Commercial Proposal (Technical BID) & the other is Financial Proposal (Financial BID), before the prescribed date & time using the



Digital Signature Certificate (DSC) Only the Digitally Signed documents are to be uploaded after proper virus scanning. The documents will be encrypted (transformed into non-readable formats).

### **3. Pre-Bid Meeting**

i. Office of the District Magistrate, North 24 Parganas may host a Pre-Bid Meeting for queries as mentioned in the schedule by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.

ii. All enquiries from the bidders relating to this Bid Documents must be submitted to the designated contact person as mentioned earlier via email. The queries are to be submitted in Microsoft Excel readable format - .xls. The queries should necessary be submitted in the following format:

**Table 3 : Format of Pre-bid queries**

	Tender Documents Reference			Content of the Tender requiring clarification	Clarification Sought
	Section No	Sub-Section	Page No		
1.					
2.					
3.					

### **4. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Office of the District Magistrate shall not be responsible for these costs regardless of the conduct or outcome of the bidding process.

### **5. Bid Document**

Bidders to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder. No deviations will be accepted. Failure to furnish all information



required by the bid document or a bid not substantially responsive to the bid document in every respect may result in rejection of the bid, subject to the discretion of tender evaluation committee.

#### **6. Amendment of Bid Document**

At any time prior to the deadline for submission of proposals, Office of the District Magistrate reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents, Corrigendum can be published at least 3 days prior to the last date of Bid submission, with extension of 4 days of bid submissions deadline, such that the bidders gets at least 7 days to submit the bid after a corrigendum is published.

#### **7. Modification and Withdrawal of Bids**

The bidder may modify or withdraw its bid after submission, before the deadline prescribed for bid submission.

#### **8. Language of Bid & Correspondence**

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & Office of the District Magistrate will be in English language only. The correspondence by e - mail must be subsequently confirmed by a duly signed formal copy.

#### **9. Earnest Money Deposit (EMD)**

The Bidder shall pay EMD of Rs. 1, 00,000 / - (Rupees One Lakh Only) through Demand Draft in favour of The District Magistrate, North 24 parganas payable at Barasat.

#### **10. Forfeiture of EMD**

EMD by Bidder may be forfeited under the following conditions:

- If Bidder withdraws the proposal before the expiry of bid validity period.



- During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process. The decision of Office of the District Magistrate, North 24 Parganas regarding forfeiture of EMD shall be final and shall not be called upon for explanation under any circumstances.
- If Bidder violates any of the provisions of the terms and conditions of the proposal
- In the case of successful Bidder, if Bidder fails to
  - a) Accept the work order along with the terms and conditions.
  - b) Furnish performance security.
  - c) Abide by any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
  - d) Ensure submitting false / misleading information / declaration / documents / proof / etc. The decision of Office of the District Magistrate, North 24 Parganas regarding forfeiture of EMD shall be final and shall not be called upon to any explanation under any circumstances. EMD of unsuccessful bidders shall be returned after the issuance of purchase order and signing of the Service Level Agreement with the successful bidder.

### **11. Forms and Formats**

The various inputs for the Technical as well as Price bid are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

### **12. Lack of Information to Bidder**

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfil his obligation under the bid. If bidder has any queries related to bid document then they can send the queries before / during the Pre Bid Meeting.





### 13. Evaluation Procedure

- Bidders who have submitted the valid Bid Security, ie., EMD, Tender Document Fee & NIT Declaration as per requirement shall be considered as pre-qualified for further evaluation. Absence of these pre-qualifying documents may lead to rejection of the bid.
- The Eligibility Criteria will be evaluated by Tender Committee and those who qualify will be considered for further evaluation.
- The Tender Committee would perform the Technical Evaluation of the bidders who qualified the eligibility criteria as per the tender document.
- Price bid will be opened for evaluation only for those bidders who have technically qualified. The basis of bid evaluation shall be "**Least Cost Basis**"
- The technically qualified bidder with the lowest cost will be declared successful and will be allowed to start the engagements on directives of the Office of the District Magistrate, North 24 Parganas.

### 14. Performance Bank Guarantee (PBG)

Within 14 days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG) from an Indian nationalized bank, as per Annexure 9, amounting to Rs 2,00,000/- (Rupees Two Lakhs Only) for the entire contract period as its commitment to perform services under the contract. PBG should be valid for the contract period and 90 days beyond the contract end date. Bidder may be asked to extend the PBG according to project progress. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG.

### 15. Signing of Agreement

Office of the District Magistrate, North 24 Parganas will award the contract to the bidder as per the evaluation process stated in the tender and a Service Level Agreement has to be executed within 14 days from issuance of LOI



## **16. Liability**

In case of any default on bidder's part or other liability, Office of the District Magistrate, North 24 Parganas shall be entitled to recover damages from the firm. In each such instance, regardless of the basis on which Office of the District Magistrate, is entitled to claim damages from the firm (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), firm shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the firm's negligence.
- As to any other actual damage arising in any situation involving non - performance by firm pursuant to or in any way related to the subject of this tender, the charge paid by Office of the District Magistrate, North 24 Parganas for the individual product or Service that is the subject of the Claim.
- However, the firm shall not be liable for any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data or for any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the firm hereunder".

## **17. Patents & Copyright**

If a third party claims that a product delivered by the firm to Office of the District Magistrate under this project, infringes that party's patent or copyright, the firm shall defend Office of the District Magistrate, North 24 Parganas against that claim at firm's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the firm.

## **18. Governing Laws**

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The firm shall keep himself fully informed of all current national, state and municipal law and ordinances. The firm shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be firm's entire obligation regarding any claim of infringement.



## **19. Termination for Default**

In case the performance of firm is deemed unsatisfactory (manifested in delays, lack of quality, unavailability of resources, and lack of results/outcomes as expected and agreed) the client reserves the right to issue a letter of concern in case of dissatisfaction with selected bidder's work. Selected bidder may be asked to submit clarifications or a reply regarding the same. In case of incomplete/delayed/dissatisfactory response or if the concerns are not adequately addressed, the client reserves right to issue letter of dissatisfaction to the firm stating the reasons. On issuance of two or more such letters of dissatisfaction, the client/ Office of the District Magistrate, North 24 Parganas reserves the right to terminate the contract by issuing a 30 days' notice period to the firm. In such eventuality Office of the District Magistrate, North 24 Parganas will invoke the amount held back from the firm as PBG. Decision of Office of the District Magistrate, North 24 Parganas in this regard will be final and abiding without any prejudice to any other remedy or right of claim for breach of contract for the firm.

## **20. Jurisdiction Clause**

Jurisdiction of the engagement would be limited only to courts in Kolkata.

## **21. Arbitration Clause**

In case of any disputes, the arbitrator may be selected based on mutual agreement between the Office of the District Magistrate, North 24 Parganas and the successful firm.

## **22. Force Majeure**

It is hereby defined as any cause, which is beyond the control of the firm or Office of the District Magistrate, North 24 Parganas as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist activity.



- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear disaster and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure



### **23. Corrupt or Fraudulent Practices**

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Tender Committee will declare a firm Ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

### **24. Binding Clause**

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to Inform the affected bidder(s) of the grounds for such decision.

### **25. Grafts, Commissions, Gifts, etc.**

It is the Purchaser's policy to require that the bidder under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the firm or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with Office of the District Magistrate, North 24 Parganas shall in addition to any criminal liability which it may incur, subject the firm to the cancellation of this and all other contracts and also to payment of any loss or damage to Office of the District Magistrate, North 24 Parganas resulting from any cancellation.

Office of the District Magistrate, North 24 Parganas shall then be entitled to deduct the amount so payable from any monies otherwise due to the firm under contract.



## **26. Enforcement of Terms**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## **27. Period of Validity of Offer**

For the purpose of placing the order, the proposals shall remain valid till 180 days from bid submission date. During the period of validity of proposals, the rates quoted shall not change.

## **28. Taxes & Duties**

- **The prices quoted shall be exclusive of all taxes.**
- Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date, Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of submission.

## **29. Discrepancies in Bid**

Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.

## **30. Late Bid**

Late bid shall not be accepted by Office of the District Magistrate, North 24 Parganas.



### **31. Contacting Office of the District Magistrate**

Bidder shall not approach Office of the District Magistrate, North 24 Parganas /its Officers beyond office hours and/or outside Office of the District Magistrate office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence Office of the District Magistrate in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of Office of the District Magistrate, North 24 Parganas it should be in writing.

### **32. Office of the District Magistrate Right to Reject any or all Bids**

Office of the District Magistrate, North 24 Parganas reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **33. Bid Currencies**

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

### **34. Price**

Price should be quoted in the Price Bid (BOQ) format only. No deviation in any form in the Price Bid sheet is acceptable and it should as directed in the online e tendering site where the price has to be submitted and in no way it should in any other folder. Objective is price should only be submitted in the folder where price has to be declared.

Price quoted should be firm quoted in (BOQ) "per vehicle", inclusive of all charges, taxes and duties and no other charges would be paid.

### **35. Canvassing**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of bidder's name from the register of approved firms.



### **36. Non-Transferability of Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### **37. Formats & Signing of Bid**

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialled with date by the authorized signatory after striking out the original words/figures completely.

### **38. Withdrawal of Bid**

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible vendors for any item(s) of work, if so required.

### **39. Interpretation of documents**

If any bidder finds discrepancies or omission in the specifications or other tender documents, or in doubt as to the true meaning of any part thereof, bidder shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

### **40. Compliance with Law**

The firm hereto agrees that it shall comply with all applicable central, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The firm shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.





#### **41. Clarification of Bids**

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (email) and no change in the substance of the bid shall be offered or permitted.

#### **42. Authentication of Bids**

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

#### **43. General Obligations of the Bidder**

- An agreement is to be signed between the successful bidder and Office of the District Magistrate within thirty days from the date of placement of order.
- Tender conditions will be part of the agreement.
- Successful bidder may consider setting up branch office in Kolkata, West Bengal, India (clause is not binding upon the successful bidder).
- Exit Management: The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Office of the District Magistrate, North 24 Parganas and which the Bidder has in its possession or control at any time during the exit management period.
- The Bidder shall commit adequate resources to comply with its obligations under Ext Management Schedule.

#### **44. Consortium**

No consortium will be allowed.



#### **45. Liquidated Damage/Penalty -**

In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the bidder for sum not less than 0.2% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, Office of the District Magistrate, North 24 Parganas reserves the right to terminate the contract and Office of the District Magistrate will get the job completed by any other competent party The difference of cost incurred by Office of the District Magistrate will be recovered from the bidder and PBG will be invoked.

#### **46. Awarding of Contract**

Office of the District Magistrate, North 24 Parganas will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. Office of the District Magistrate, North 24 Parganas reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever Office of the District Magistrate, North 24 Parganas also reserves the right to split the order and/or drop any line item as per direction of management of Office of the District Magistrate. The contract will be awarded to the bidder securing lowest price as per their offer. The successful bidder will have to give security deposit of Rs 2, 00,000/= (Rupees Two Lakhs) in the form of BANK GUARANTEE for a period of 90 days+ the Contract period among the items quoted. After receiving the PBG, firm P.O will be issued.

Office of the District Magistrate, North 24 Parganas will also reserves right to split or place the order on bidders other than L1 bidder, if they agrees to match line item wise L1 rates.

For Additional information/clarification (if reqd.), Office of the District Magistrate reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 10 days of the receipt of letter requesting for such additional information and/or clarification from Office of the District Magistrate, their bids will be evaluated based on the information furnished along with the bid proposal.

#### **47. Workmen's Compensation**

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workman employed by the bidder, is payable, then this should be done by the Bidder. If Office of the District Magistrate is obliged to make any compensation under the said rules and acts, then the



amount shall be recovered without prejudice, from the bills and due of the Bidder. Office of the District Magistrate shall not be bound to contest any claim made against the Bidder in respect of workmen's compensation.

#### **48. Minimum Wages**

The Bidder shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the state of W.B with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.

The Bidder shall be responsible for payment of Provident Fund and other payments due to their employees deployed at Office of the District Magistrate. There will be no enhancement of contract value during the contract period. It will be the sole liability of the Bidder to pay the wages, provident fund, ESI, bonus etc., to its employees as applicable under the relevant rules.



## SECTION C- ELIGIBILITY CRITERIA

**Table 4: Eligibility Criteria**

SI No.	Information	General Documents required to be submitted (Uploaded)
1	The Bidder must be a registered company to provide services tendered for and should be in existence for a minimum 03 years as a registered company having their registered office in West Bengal. Proprietorship and Partnership firms are also eligible to participate.	Copy of Certificate of Incorporation & Article Association in case of Company and Trade License for Proprietorship and Partnership firms.
2	The firm shall certify that they are not black listed or debarred by any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract.	To be submitted as annexure in pre-formatted declaration
3	Bidder should have valid - •GSTIN registration number, •PAN •Trade License IT Return of Last 3 Financial Year(2020-21,2021-22 & 2022-23)	Copies of all relevant documents has to be submitted
4	The bidder should have positive net- worth in the last three (3) financial years	Certificate from Auditor and Audited Balance Sheet & Profit & Loss statement has to be submitted.
5	Experience in related fields – a. The firm must have experience in cargo handling at land ports/sea port/any other ports b. The firm must have executed a Similar nature of work particularly in providing Security & Surveillance services, of minimum value of Rs 20 Lakhs from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board /Council/ Large corporate or similar organization in last 3 financial years. c. The firm must have executed a Similar nature of work particularly in providing Back office assistance services of minimum value of Rs 20 Lakhs from any Government Department/Organization or. Govt.	Completion certificate + Work Order issued by the client



	<p>Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p> <p>The firm must have executed a Similar nature of work particularly in providing Assistance in movement of breakdown vehicles of minimum value of <b>Rs 20 Lakhs</b> from any Government Department/Organization or Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p>	
6	The bidder should have annual turnover of Rs 2 Crores or more in the last financial year ending on 31 <sup>st</sup> March, 2023.	Audited balance sheets and profit & loss account of the last completed financial year has to be submitted.
7	The bidder should have Aggregate Annual Turnover of minimum Rs. 6 Crores in last 3 completed financial years. (FY 2020-21;2021-22;2022-23)	Audited balance sheets and profit & loss account of the last three completed financial years has to be submitted.
8	The bidder must have a local office in the area of operation for the last 3 years to render timely local support.	Copy of necessary documents has to be submitted (rent Agreement, Electricity Bill etc.)
9	Bidder should preferably have valid registration license as per notification no.2254-P dtd. 8th May 2007 - West Bengal Private Security Agencies (Regulation) Rules, 2007 of Home (Political) Department for entire State of West Bengal	Relevant documents in this regard needs to be submitted.
10	Bidder should preferably have valid license under the Private Security Agencies (Regulation) Act, 2005 notified by Home Dep't Police Establishment) valid for current financial year with the name and address as registered under the Shops and Establishment Act/	Relevant documents in this regard needs to be submitted.



	Indian Partnership Act 1932/Companies Act	
11	<p>Bidder must have valid Registration with valid</p> <ul style="list-style-type: none"> <li>• Labour license</li> <li>• Provident fund</li> <li>• Employees' State insurance Scheme</li> </ul>	Relevant documents in this regard needs to be submitted.

**Note :**

- No Consortium will be allowed
- No sub-contracting will be allowed
- In absence of any of the above, the bid will be treated as non-responsive and summarily rejected
- Traffic volume expected to be provided by the respective Offices of the District Magistrate
- The credentials in terms of past and good performance duly vetted by Government Department/Organization or. Govt. Department/Quasi Govt. Dept. / PSU etc. officials will be given preference.



#### SECTION-D: SCOPE OF WORK

1. The agency will be responsible for manning of the important check points, bottle necks and crossings to ensure seamless movement of the trucks close to LCS/CP. The parking of trucks in proper marked parking places will be ensured.

The agency will hire only existing private parking's in case Govt. parking is not available. No new conversion of agriculture land into private parking will be allowed. The existing NOC given by Transport Department to private parking will be utilised for parking of trucks.

For more details please follow Order No 358-WT/TPT-18/1/2022 dated 7th February, 2022 of Transport Department, Govt. of West Bengal

It is suggested that for handling 100 export cargo vehicles the agency shall deploy 20 personnel in shifts/ round the clock as per requirement of the ports. The required manpower along with roles and responsibilities is as given below in Annexure-A.

#### Annexure-A

Sl No.	Designation of the Personal	Responsibility
1	Office Executive	<ul style="list-style-type: none"><li>• Managing the overall administration.</li><li>• Liaison activities for the ICP</li><li>• Hold meeting and report to the local authorities on a daily/weekly basis.</li><li>• It is his responsibility for building and maintaining positive relationship with community and local members.</li><li>• He should be retired Army/ Police/CAPF officer of Inspector equivalent rank.</li></ul>
2	Data Entry Operators	<ul style="list-style-type: none"><li>• Assist the Office Manager in carrying out his duties.</li><li>• Directly interact with on- ground staff on a constant basis to maintain free flow of export/import vehicle.</li></ul>
3	Multi-tasking staff (MTS) – House keeping & office works / Weigh Bridge operator/ Driver (LMV)	<ul style="list-style-type: none"><li>• Vehicle &amp; cargo data entries.</li><li>• Management Information System (MIS) reporting on a daily basis.</li><li>• Maintenance of office records and correspondence.</li></ul>
4	Security Guard	<ul style="list-style-type: none"><li>• Maintaining the cleanliness and hygiene of the office on regular basis.</li><li>• Office Work.</li><li>• Responsible for recording the accurate readings and assimilating data on a real-time basis.</li><li>• Drive vehicles use by Office Manager and Route Patrolling officers.</li></ul>



5	Route Patrolling officer	<ul style="list-style-type: none"> <li>• Providing security and surveillance to the office</li> <li>• Maintaining liaison with police to ensure law &amp; order.</li> <li>• 100% should be Ex-servicemen/Police/CAPF</li> <li>• Responsible for regulating traffic.</li> <li>• Helping Police at times of accidents.</li> <li>• Supervise the work of linemen</li> <li>• 50% should be Ex-servicemen/Ex-Police/Ex-CAPF and the rest 50% should be locals with the experience of undertaking similar responsibilities earlier.</li> <li>• To man the Government parking area (if any).</li> </ul>
6	Lineman	<ul style="list-style-type: none"> <li>• Responsible for maintaining the traffic movement by providing overtaking and illegal or irregular parking.</li> <li>• Assist every vehicle to reach custom notified zone hassle free.</li> <li>• 50% should be Ex-servicemen/Ex-Police/Ex-CAPF and the rest 50% should be locals with the experience of undertaking similar responsibilities earlier.</li> <li>• The requirement of linemen depends/may vary in all LCS as per availability of road complexities, traffic road/number of vehicles operating.</li> </ul>
7	Mechanic (Tech QRT)	Repair the breakdown vehicles on war footing at the spot.
8	Boom Barrier operator	To manage then Boom Barriers.





The District Administrative Authorities is to have an overall supervision on the manpower deployed by the agencies.

2. To ensure removal of breakdown vehicles, and to provide hassle free move without wasting time, the agency will employ CB, heavy machinery for the purpose in custom notified area and in the corridor up to 5-6 km from zero point. Suitable points in the corridor breakdown vehicles will be placed. A small technical repair team concept may be adopted. In case of major breakdown the agency shall charge for the movement/shifting of breakdown vehicle and also for the cargo handling (if required) as per Govt. specified rate.

In no condition the breakdown removal process should take more than 1 hour so that it does not hamper the regular movement of the traffic at the ports.

3. To facilitate the paper work of all exporters/Trucks with all Government agencies involved in export business. The agency will plan the requirement of manpower for:

- a. Physical monitoring and facilitating movement of trucks in operational area.
- b. for running for the office of the agency
- c Technical/Support team.

Details as mentioned in Annexure-A



4. To keep meeting the district administration VIZ-DM, SP and seek their guidance in any problem areas arising on daily/Weekly/monthly basis and also to keep them abreast of their operations/functioning.

5. The agency will be responsible for having an interface with all govt. officials, municipality, Panchayat, export association, truck operators, C&F customs and BSF. A regular feedback on all issues/Points to be disseminated to DM/SP/State Govt. authorities.

6. The Agency will employ technical manpower to work on State of Art Equipment deployed VIZ Boom Barriers, CCTV and will operate software system employed for export/ import. The Agency will have a control room which will also act as helpline and will respond to all exigencies related to export facilitation. The agency shall also establish & provide a contact number for official communications and shall remain static. The agency shall also be in regular touch with SUVIDHA Control room for smooth handling at the ICP /LCS.

7. To keep validating the drills and procedures involved in whole process of export/import and give feedback and recommendation to further upscale the methods of operation.

8. To keep vigil on malpractice by exporters, truckers or locals and recommend the local District Administrative authorities suitable action to plug gaps.

9. The agency to follow all labour norms.



10. The Agency to give preference to the local youth of the area by employing them.
11. The Agency will be responsible for recommending incorporation of other means VIZ equipment, manpower, infrastructure to the District Administration from time to time in order to improve/increase the export.



## SECTION-E: CONTRACT PERIOD & PAYMENT SCHEDULE

1. Contract Period- The agencies would be initially be hired for a period of 1 year with further scope of extension for another 2 years based on the satisfactory performance of the agencies.
2. Payment Terms & Schedule-Payment will be made on monthly basis on the actual number of vehicles handled. The number of the vehicles handled has to be certified by competent authority. The bills along with all necessary supporting documents are to be submitted within 5<sup>th</sup> of every month.
3. Other Important Terms & Condition
  - a. The agency shall always deploy the minimum manpower required as per the details mentioned in the tender; agency may deploy more manpower depending upon the requirement.
  - b. The Agency has to install all the necessary hardware, JCB machineries and other equipment's as mentioned in the tender.
  - c. Agency has to follow all the Terms & Condition as mentioned in tender document.
  - d. All other Terms & Condition as per directives of the Office of the District Magistrate, North 24 Parganas.

*Pradip Majumder*  
Regional Transport Officer, North 24 Parganas  
&  
Member Secretary, Tender Committee

Annexure-1: Power of Attorney

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of Rs. 100/-)

Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms/Mrs. .... (Name and address of residence) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Selection of an Agency for facilitating seamless movement of the vehicles across the Land Customs Stations / Integrated Check-Posts across West Bengal, Tender number....., including signing and submission of all documents and providing information/responses to Office of the District Magistrate, representing us in all matters before Office of the District Magistrate, and generally dealing with Office of the District Magistrate in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature

(Name, Title and Address)

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

Annexure-2: NIT Declaration

(To be submitted on the letterhead of the bidder)

(Place)

(Date)

To

The District Magistrate

Office of the District Magistrate

North 24 Parganas.

**Ref:** ..... **Dated** .....

**Sub:** Submission of proposal in response to Request for Proposal for Selection of an Agency for facilitating seamless movement of the vehicles across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas.

Dear Sir,

- We have examined the Tender document, we, the undersigned, herewith submit our proposal in response to your tender no \_\_\_\_\_ dated \_\_\_\_\_ for " \_\_\_\_\_ " in full conformity with the said tender document.
- We have read the provisions of the tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- In the event of acceptance of our bid, we do hereby undertake:-
  - To commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
  - We all that the price quoted as inclusive of all taxes.

- We agree to abide by this proposal, consisting of this letter, the detailed response to the tender and at attachments, for a period of 180 days from the date of submission of the bid.
- We further declare that we have agreed and accepted all the clauses/sub-clauses/formats/terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.
- We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this tender.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- We understand you are not bound to shortlist/accept any proposal you receive

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

### Annexure-3: Declaration for Eligibility Criteria

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

..... Dated: .....-2023

#### **ELIGIBILITY CRITERIA FOR BIDDER**

Sl. No.	Information	General Documents Required to be submitted (Uploaded)
12.	The Bidder must be a registered company to provide services tendered for and should be in existence for a minimum 03 years as a registered company having their registered office in West Bengal. Proprietorship and Partnership firms are also eligible to participate	Copy of Certificate of Incorporation & Article Association in case of Company and Trade License for Proprietorship and Partnership firms.
13.	The firm shall certify that they are not black listed or debarred by any other Ministry/Department/ PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract.	To be submitted as annexure in pre-formatted declaration
14.	Bidder should have valid <ul style="list-style-type: none"><li>• GSTIN registration number,</li><li>• PAN</li><li>• Trade License</li><li>• IT Return of Last 3 Financial Year (2020-21, 2021-22 &amp; 2022-23)</li></ul>	Copies of all relevant documents has to be submitted
15.	The bidder should have positive net-worth in the last three (3) financial years	Certificate from Auditor and Audited Balance Sheet & Profit & Loss statement has to be submitted.



Sl. No.	Information	General Documents required to be submitted (Uploaded)
16.	<p>Experience in related fields –</p> <p>e. The firm must have experience in cargo handling at land ports/sea ports/any other ports</p> <p>f. The firm must have executed a similar nature of work particularly in providing Security &amp; Surveillance services, of minimum value of Rs. 20 Lakhs from any Government Department/Organization or Govt. Department/Quasi Govt. Dept./PSU/Board/Council/Large corporate or similar organization in last 3 financial years</p> <p>g. The firm must have executed a Similar nature of work particularly in providing Back office assistance services of minimum value of 20Lakhs from any Government Department/Organization or Govt. Department/Quasi Govt. Dept./PSU/Board/Council/Large corporate or similar organization in last 3 financial years.</p> <p>h. The firm must have executed a Similar nature of work particularly in providing Assistance in movement of breakdown vehicles of minimum value of Rs. 20 Lakhs from any Government Department/Organization or Govt. Department/ Quasi Govt. Dept./PSU/Board/Council/Large corporate or similar organization in last 3 financial years.</p>	Completion certificate + Work Order issued by the client
17.	The bidder should have annual turnover of Rs 2 Crores or more in the last financial year ending on 31 March, 2023	Audited balance sheets and profit & loss account of the last completed financial year has to be submitted.
18.	The bidder should have Aggregate Annual Turnover of minimum 6 Crores in last 3 completed financial years. (FY 2020-21, 2021-22 & 2022-23)	Audited balance sheets and profit & loss account of the last three completed financial year has to be submitted.

Sl No.	Information	General Documents required to be submitted (Uploaded)
19.	The Bidder must have a local office in the area of operation for the Last 3 years to render timely local support.	Copy of necessary documents has to be submitted. (Rent Agreement, Electricity Bill etc.)
20.	Bidder should preferably have valid registration license as per notification no.2254-P dtd. 8th May 2007-West Bengal Private Security Agencies (Regulation) Rules, 2007 of Home (Political) Department for entire State of West Bengal	Relevant documents in this regard needs to be submitted.
21.	Bidder should preferably have valid license under the Private Security Agencies (Regulation) Act, 2005 notified by Home Dep't. (Police Establishment) valid for current financial year with the name and address as registered under the Shops and Establishment Act/ Indian Partnership Act 1932/Companies Act 1956	Relevant documents in this regard needs to be submitted.
22.	Bidder must have valid Registration with valid <ol style="list-style-type: none"> <li>1. Labour license</li> <li>2. Provident Fund</li> <li>3. Employees' State Insurance Scheme</li> </ol>	Relevant documents in this regard needs to be submitted.

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

### **Annexure-4: Format for bidder's Particulars**

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

To,  
The District Magistrate  
Office of the District Magistrate,  
North 24 Parganas

#### **Bidder Information Format**

#	Description	Details (to be filled by the responder to the tender)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST registration No.	
11.	Permanent Account Number (PAN)	
12.	Corporate Identity Number (CIN)	

**Contact Details of officials for future correspondence regarding the bid process:**

Details	Authorized Signatory	Secondary Contact
Name		
Title		

Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

---

Signature of Authorized signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

**ANNEXURE-5: Bidder's Annual Turnover Over Last 3 Financial Years**

<< To be printed on bidder company's letter head and signed by Authorized signatory>>

Date:

To,

The District Magistrate  
Office of the District Magistrate,  
North 24 Parganas

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document. I hereby declare that below are the details regarding overall turnover over last 3 financial years for our organization.

Sl no	Details	FY 2020-21 (in Crores) (a)	FY 2021-22 (in Crores) (b)	FY 2022-23 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	Overall Annual Turnover				
2	Net Worth				

Yours Sincerely,

\_\_\_\_\_  
Signature of Statutory Auditor (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

**Annexure 6: Declaration for not being blacklisted**

(Self-declaration for not being blacklisted by any Government Entity)

(To be submitted on the Letterhead of the responding firm)

Place)

(Date)

To,

The District Magistrate  
Office of the District Magistrate,  
North 24 Parganas

Ref: Request for Proposal for Selection of an Agency for facilitating seamless movement of the vehicles across the Land customs Station, Ghojadanga , Basirhat, North 24 Parganas Ref :  
Tender No: ..... Dated: .....-2023

Dear Sir,

In response to the above mentioned tender I /We, \_\_\_\_\_ as \_\_\_\_\_ <Designation> of M/s \_\_\_\_\_ hereby declare that we are not blacklisted or ineligible to participate for bidding by any State/Central Government, Semi-Government or PSU.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

**Annexure-7: Firm's Experience**

- i. A brief description of the firm's experience with relevant supporting documents to be submitted. An indicative format is given below
- ii. List only previous assignments successfully completed/ongoing in the last 5 years from date of bid submission.
- iii. List only those assignments for which the firm was legally contracted by the Client as a company.  
The firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (Rupees in lakhs)	Role on the Assignment

**Undertaking on Total Responsibility**

Date

To,

The District Magistrate  
Office of the District Magistrate,  
North 24 Parganas

Dear Sir,

Sub: Self-certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful completion of the assignment as per the scope of work mentioned in this tender.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address:



### **Annexure-8: List of documents submitted**

Technical Solution is to be documented in a structured manner. Check-list for the mentioned documents to be included in the Technical bid in following format: **All Documents should be self-attested**

	Documents to be submitted	Submitted (Y/N)	Documentary Proof (Page No.)
1.	Eligibility Criteria Cover letter		
2.	Power of attorney/board resolution to the authorized Signatory of the Bid		
3.	Scanned copy of EMD & Tender Fee		
4.	Bidder's particulars		
5.	Bidder's annual turnover for last 3 years (Enclose copy of Audited Balance Sheet for last 3 years, Copy of the audited Profit & Loss Statements for each of the last 3 financial years)		
6.	Declaration for not being black-listed		
7.	Team Composition, Assignment & Key Experts		
8.	NIT Declaration		
9.	Certified copies of valid PAN document/GST registration		
10.	Technical Capability/Past Projects with undertaking, total responsibilities		

**Annexure-9: Format for Performance Bank Guarantee**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE**

Ref ..... Bank Guarantee no. ....

Date.....

**PROFORMA OF BG FOR SECURITY DEPOSIT**

KNOW ALL MEN BY THESE PRESENTS that in consideration of Office of the District Magistrate, (hereinafter called "The Purchaser") having agreed to accept from \_\_\_\_\_ (hereinafter called "The firm") Having its Head Office at \_\_\_\_\_ a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfilment by the firm of the terms & conditions of the Work Order No.: \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called "the said work order \_\_\_\_\_ dated \_\_\_\_\_)". We \_\_\_\_\_ (Name & detailed address of the branch) (thereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the firm of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of \_\_\_\_\_ Rupees \_\_\_\_\_ only as may be specified in such demand, in the event of the firm failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ Work Order no. \_\_\_\_\_ dated \_\_\_\_\_.

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in

the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ Including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. .... Dated ..... have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. dated have been fully and properly carried out by the said firm and accordingly discharged the guarantee.

(4) We \_\_\_\_\_ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the firm for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the firm.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force up to \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under

WE, \_\_\_\_\_ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing in witness whereof we subscribed our hand on this day of have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_

WITNESS

(Stamp of the executants)

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

#### INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank/Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Performa prescribed by Office of the District Magistrate in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B. G. must be extended accordingly.

10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI/ Work Order etc.
11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract/ Work Order reference along with the B.G. No. For making any future queries to Name of Office of the District Magistrate.