



TENDER DOCUMENTS

FOR

PROVIDING SECURITY SERVICES

AT

VIDYASAGAR INDUSTRIAL PARK, KHARAGPUR

E-Tender Reference No. : WBIDC/VIP/SECURITY/24-25
Tender ID : 2024_WBIDC_771122_1

West Bengal Industrial Development Corporation Ltd.
(A Government of West Bengal Undertaking)
Protiti, 23, Abanindranath Tagore Sarani
Kolkata – 700017, West Bengal
Tel : +91-33-22553700
Web: www.wbidc.com

Disclaimer

1. The information contained in this Tender document provided to the Bidder(s), by or on behalf of WBIDC or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.
2. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for WBIDC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. WBIDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document.
3. WBIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document or may reject the proposal.
4. Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.

INDEX

Section Number	Section Details	Page No.
I	List of Important Date	4
II	Advertisement notice	7
III	Introduction	8
IV	Instruction to bidders	10
V	Terms & Conditions	15
VI	Mode of selection	19
VII	Eligibility	20

APPENDIX

Appendix A	Covering Letter	22
Appendix B	Declaration 1 by Bidder	23
Appendix C	Details of Bidder	24
Appendix D	Power of Attorney for Signing of Proposal	25
Appendix E	Declaration 2 by Bidder	26
Appendix F	Format for details of Team Member to be deputed	27
Appendix G	Draft Agreement	28
Schedule I	Scope of Work	36

SECTION - I

E-Tender Reference No. WBIDC/VIP/SECURITY/24-25
Tender-ID- 2024_WBIDC_771122_1

List of Important Dates

1	Name of work	Security Service at Vidyasagar Industrial Park, Kharagpur
2	Time Period	: 02 months
3	Date of issue of Notice Inviting Bid	: 20.11.2024
4	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app	: 21.11.2024 at Time : 17-00 hours
5	Bid submission start date (On line)	: 22.11.2024 at Time: 15-00 hours (as per server clock).
6	Bid Submission closing (On line)	: 16.12.2024 at Time: 15-00 hours (as per server clock).
7	Time and Date for opening Technical Bid/Bids	: 18.12.2024 at Time: 11-00 hours (as per server clock).
8	Date of uploading list of Technically Qualified Bidders (online)	: Will be notified later.
9	Date for opening of Financial Proposal (Online)	: Will be notified later.
10	Last date of Bid validity	: (180) Days from the last date of bid submission

NOTICE INVITING e-TENDER

E-tenders are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani, Kolkata – 700 017 for the following work:-

1.	Name of work	Security Service at Vidyasagar Industrial Park, Kharagpur.
2.	Location of work	Vidyasagar Industrial Park, Kharagpur
3.	Estimated Cost of the Work	Rs.4,72,202.00 (excluding GST) per month
4.	Duration of Contract	24 months
5.	Qualification criteria	<p>The bidder must be a reputed and reliable Service Provider having the following credentials:</p> <p>a) The agencies submitting the quotation must have an experience of one similar work in this type of Facility Service in the last three (3) years. (Ongoing similar type of work will also be accepted).</p> <p>b) The turnover of the bidder exclusively for the operation and maintenance services should be at least 20 lakhs during each of the last 3 financial years.</p> <p>c) Bidder should not be black listed with any Govt. /semi Govt. /Statutory bodies/Organizations.</p> <p>The bidder must have an organizational set up consisting of qualified Maintenance Officers.</p>
6.	Earnest Money	Rs 2,26,000.00 /- (Rupees two lakh twenty six thousand only) The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.
7.	Availability of Tender Documents	Tender documents will be available w.e.f. from. 21.11.2024 at Time : 15-00 hours the e-procurement portal www.wbtenders.gov.in.
8.	Site Visit	Bidders are advised to visit the site before submission of bid.
9.	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder, must be uploaded online after 22.11.2024 at 15.00 hrs and must be uploaded on or before 16.12.2024 at 15-00 Hrs. (as per server clock).
10.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal www.wbtenders.gov.in /nicgep/app If required, the bidders may be requested to submit the hard/original copy of the technical bid at the time of verification of the documents
11.	Date, time and venue of opening of Technical Bid	18.12.2024 at Time: 11-00 hours (as per server clock) Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.

12.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later.
13.	Validity of the bid	180 (one eighty) days from the last date of submission of tender. If any bidder/tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
14.	Taxation	Taxes on materials and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBIDC will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.

NOTE : Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.

SECTION: II

ADVERTISEMENT NOTICE

E-TENDER REFERENCE No. : WBIDC/VIP/SECURITY/24-25
Tender-ID- 2024_WBIDC_771122_1

West Bengal Industrial Development Corporation Limited (WBIDC) invites proposals from renowned, resourceful, experienced and eligible Service Providers for undertaking the following work who would be capable of undertaking the following jobs in connection with Security Services:

‘Security Services at Vidyasagar Industrial Park, Kharagpur’.

The total Tender Document can be downloaded from the e-procurement portal <http://wbtenders.gov.in> from **17.00 hrs of 21.11.2024.**

The Service Providers having experience of executing similar jobs may submit their offers after visiting the work site and as per details provided in Tender Document within **17.00 hrs of 16.12.2024.** The bids are to be submitted only through online to <http://wbtenders.gov.in>.

By Order

**Managing Director
WBIDC**

SECTION: III

INTRODUCTION

1. Background:

West Bengal Industrial Development Corporation Limited (WBIDC) is the nodal agency of the State Government for the development of medium and large scale industries in the state of West Bengal. WBIDC also facilitates the timely development and maintenance of infrastructure for growth of industries in the state of West Bengal. WBIDC has developed “*Vidyasagar Industrial Park, Kharagpur.*”

2. WBIDC has created numerous infrastructures at Vidyasagar Industrial Park, Kharagpur. Now, WBIDC wants to engage Security & Surveillance Service Provider to maintain the park smoothly.
3. In this connection, WBIDC invites proposals from the resourceful, experienced and reputed Service Providers for providing the following services:

‘Security Services at Vidyasagar Industrial Park, Kharagpur.

4. Amendment of Bidding Documents:

- 4.1 At any time before the submission of proposals, WBIDC may, for any reason modify the documents by amendment
- 4.2 Before the deadline for submission of bids, WBIDC may modify the bidding documents by uploading the addenda in the website.
- 4.3 Any addendum thus uploaded shall be part of the Tender documents

5. Earnest Money Deposit (EMD)

- a. Each Bidder have to submit an **Earnest Money Deposit for an amount of Rs. 2,26,000.00 (Rupees two lakh twenty six thousand only)** only through online mode during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-tender.
- b. Proposal would need to be accompanied by copy of the online receipt (duly signed) and uploaded it in Statutory Cover as mentioned in the NIT Documents.
- c. EMD shall be returned to the unsuccessful Bidders automatically on issuance of LoA to the Successful Bidder. EMD of successful bidder will be converted to Security Deposit after issuance of Work order.
- d. EMD shall be forfeited in the following cases:

- a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or fails to submit performance security as mentioned in Tender document.
- b) If the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by WBIDC.
- c) If any bidder / tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid,

6. Pre Bid Meeting

6.1. No pre bid meeting will be held.

7. Address of Communication

7.1 Shri Gopinath Chattopadhyay, Advisor (Engineering)

Phone-+91-33-22553851, E-mail: gopinath.chattopadhyay@wbidc.com

7.2 Shri. Subrata Chanda (IP&P)

Phone-+91-33-22553866, E-mail: subrata.chanda@wbidc.com

8. For Site Visit

Shri. Subrata Chanda, EA (IP&P)

Phone-+91-33-22553866, E-mail: subrata.chanda@wbidc.com

SECTION: IV

INSTRUCTION TO BIDDERS

1. WBIDC desires to have Security Services Provider for Vidyasagar Industrial Park, Kharagpur.
2. The Proposal would be evaluated on the basis of the evaluation criteria set out in this Tender document in order to identify the successful bidder ("**Successful Bidder**"). The Successful Bidder is required to enter into an Agreement with WBIDC and the draft of the same is set out in Appendix G.
3. The scope of services is set out in **Schedule I**.
4. The Proposals received from eligible Service Providers shall be evaluated on the basis of the criteria set out in this Tender document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this Tender document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
5. At any time prior to the Proposed Due Date, WBIDC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Tender document by the issuance of Addendum.
6. The Proposal shall remain valid **for a period not less than 180 days** from the Proposal Due Date (Proposal Validity Period). WBIDC reserves the right to reject any Proposal, which does not meet this requirement.

7. Submission of Document

7.1 The TENDER document is to be submitted through online in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date and time using the Digital Signature (DSC). The various scanned copies of the documents are to be uploaded after duly digitally signed. The documents will get encrypted.

7.2 Part I Submission: Technical Proposal :

The Technical Proposal should contain scanned copies of the following in two cover folders:

a. Statutory Cover containing the following digitally signed documents :

1. Tender Document
2. EMD Documents
3. Appendix A
4. Appendix C

b. Non Statutory cover containing the following digitally signed documents :

Sl. No.	Category Name	Sub category Description	Details
1.	Certificate	Certificate	<ol style="list-style-type: none"> 1. GST Registration Certificate & Acknowledgement 2. Pan 3. Last three years' IT return 4. GST Return Latest 5. Professional Tax clearance Certificate/ Sale Tax Clearance Certificate;
2	Company	Company	<ol style="list-style-type: none"> 1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Ltd. Company (Incorporation Certificate/Moa, Trade License) 4. Society (Society Registration Copy, Trade License) 5. Power Of Attorney 6. PF Registration Number & Certificate 7. ESI Registration Number & Certificate
3.	Credential	Credential	<p>The agencies submitting the quotation must have an experience of one similar work in this type of Facility Service/ S&S Services in the last five (3) years. Ongoing similar type of work will also be accepted.</p> <p>The turnover of the bidder exclusively for the operation and maintenance services should be at least 20 lakhs during each of the last 3 financial years.</p>
4.	Financial Information	Balance Sheet	<p>P/L & Balance Sheet 2021-2022 P/L & Balance Sheet 2022-2023 P/L & Balance Sheet 2023-2024</p>
5.	Man Power	Personnel Details	List Of Staffs along with Structures & Organization (AS PER Tender)
6.	Others		<p>The bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during last 5 years. A declaration in this respect through affidavit has to be furnished by the bidders.</p> <p>Pending litigation History (If any). Other than any documents stated earlier (If necessary).</p>

7.3 Part II Submission: Financial Proposal :

The Financial Proposal contains the following documents:

- (i) Priced bill of quantities (filled in BOQ).

Note:

- a) The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.
- b) Financial Proposal should be as per Minimum Wage Order issued by Labour Commissioner, Govt. of West Bengal in every six months. Successful Bidder may request WBIDC for revision of minimum wages time to time as per revision by GoWB. However, Agency Charges will remain same for the entire contract period.
- c) The Financial Proposal shall not include GST, which shall be payable extra by WBIDC at then prevailing rates.
- d) In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
- e) Bidders shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- f) **Submissions of Statutory and Non Statutory covers are compulsory for acceptance of the bid.**

7.4 If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the authority may take appropriate legal action against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. WBIDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

7.5 Payment Terms:

Payment shall be made within 30-days from the date of receipt of invoice in triplicate, correct in all respect as per full satisfaction of the authority supported with documents.

(Note: WBIDC may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non-performance as specified in the penalty clause Conditional bid or bid with clause of price variation will be rejected.

8. Proposal Due Date

8.1 Proposals should be uploaded before **17.00 hrs** on Proposal Due Date **as indicated in the Schedule of Bidding Process**.

8.2 WBIDC may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

9. Opening of Proposals and Clarifications

9.1 WBIDC would open the Part I Submission of the Proposals on Due Date as mentioned for the purpose of evaluation.

9.2 The Part II Submission of the shortlisted/technically qualified Bidders shall be opened after intimation of the date and time of such opening.

9.3 WBIDC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this TENDER document.

9.4 To facilitate evaluation of Proposals, WBIDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

10. Evaluation

10.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section V & VI.

10.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the TENDER and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this TENDER document.

10.3 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.
- b. It contains all the information and documents as requested in the TENDER.
- c. It contains information in formats specified in this TENDER.
- d. It mentions the validity period as set out in Clause 6 of ITB, Section IV.
- e. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by WBIDC without communication with the Bidder). WBIDC reserves the right to determine whether the information has been provided in reasonable detail.
- f. There are no inconsistencies between the Proposal and the supporting documents.

10.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- i.* which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- ii.* which limits in any substantial way, inconsistent with the TENDER, WBIDC rights or the Bidder's obligations under the Agreement, or

iii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals.

10.5 The responsive Proposals shall be evaluated as per the criteria set out in **Section VI**.

10.6 WBIDC will select the successful bidder as Least Cost Basis (LCB) method.

10.7 In case there are two or more Bidders gives same value, WBIDC, May in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of WBIDC.

10.8 WBIDC reserves the right to reject any Proposal, if:

a. at any time, a material misrepresentation is made or discovered; or

b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

10.9 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

11. The Successful Bidder(s) shall execute the Agreement within one week of the issue of LoA or within such further time as WBIDC may agree to in its sole discretion.

SECTION V
Terms and conditions

1. GENERAL :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as stated in earlier sections.

2. SCOPE OF BID

- 2.1. The Employer – “Managing Director, West Bengal Industrial Development Corporation Limited” invites sealed item rate e-tenders for providing Security Services at Vidyasagar Industrial Park, Kharagpur, West Bengal.
- 2.2. Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.
- 2.3. The term ENGINEER will mean the authorized representative(s) from the Client.

3. SOURCE OF FUNDS

The Employer has decided to undertake the works envisaged in the contract and has provided funds for the same.

4. PAYMENT TERMS:

- 4.1. Payment shall be made within 30 working days from the date of receipt of invoice in triplicate, correct in all respect as per full satisfaction of the authority supported with time / attendance sheet duly certified by agency on monthly basis.
- 4.2. Detailed Break up of Man-power salary disbursement, detailed break up for the items /Tools & Tackles provided for necessary services shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, attendance sheet etc. WBIDC may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non-performance as specified in the penalty clause.
- 4.3. Rates will remain firm for the whole contract period. However, in case there is any increases in minimum wages vide notification of Department of Labor, Govt. of West Bengal, then the Service Provider shall appeal to WBIDC for escalation of monthly rate to accommodate upward revision in minimum wages only with proper documents. However agency charges will remain same for the entire contract period.

5. Duration of Contract :

The Work Order will be in force for a period of 24 (Twenty four) months and may be renewed based on performance of contractor’s service and after mutually agreed terms and conditions for another 1 (one) year.

6. Indemnity:

Successful Bidder shall undertake to keep WBIDC indemnified against any and all claims, costs, expenses, damages and liabilities of any nature whatsoever arising from or pertaining to the performance of this Work Order.

7. Termination :

The Work Order/Contract may be terminated on occurrence of any one or the entire following contingency:-

(a) On the expiry of the Work Order/ Contract period without any prior notice.

Or

(b) If the Successful Bidder fails to commence the work within the stipulated period, the Work Order/ Contract will be terminated without any notice and the security deposited shall stand forfeited.

Or

(c) In case the services rendered by the Successful Bidder are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months' notice

Or

(d) Breach and violations of the terms and conditions of the Work Order Or

(e) On any undue demand by the Successful Bidder which is beyond the Work Order/ Contract.

8. JURISDICTION :

Managing Director shall have jurisdiction for any dispute concerning the Work Order.

9. EXTRA CONDITION :

WBIDC has the right to assign this Work Order to any other company at any stage of execution if works found unsatisfactory and the Successful Bidder shall not have any objection to this effect.

10. PENALTY :

Any non-performance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and forfeit the Performance Security Deposit.

Amount of Penalty i. r. o following lapses are stated as under:

a) Vacancy of any post for a period more than 1 month – Rs.10500/- p.m. per post or part thereof.

b) Non supply of uniform per person per month-Rs.100/- per person per month or part thereof

11. FORCE MAJEURE

If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBIDC may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBIDC, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

12. BREACH OF TERMS AND CONDITIONS:

In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBIDC in that event and the performance security deposit shall also stand forfeited.

13. OTHER TERMS AND CONDITIONS

- i)* SP shall deal with and resolve each and every dispute which shall arise between the employees supplied by SP on its own account. In case the workers / employees take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the SP shall settle the same within two working days on its own account and responsibility. WBIDC shall not be responsible for any such acts caused as such.
- ii)* Any disputes arising between the WBIDC workers / employees and the SP workers / employees will be settled by the WBIDC Management and in this issue the decision of the WBIDC Management will be held to be final and binding.
- iii)* In case WBIDC is unsatisfied with the performance of any of the employees / workers supplied by the SP, the said employee / worker shall be terminated by SP with immediate effect in the next two working days and the dues / payments / arrears or any other reimbursements by whatever name be it called, shall be taken care of by SP on his own account with written intimation / information supplied to PO. In the case of any further delay in carrying out the said action on behalf of SP the said worker / employee shall be treated as outsider to WBIDC.
- iv)* The employees of SP providing the services shall always remain employees of SP for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of SP will not be considered the employees of WBIDC under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBIDC. SP shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBIDC for any purpose whatsoever, and that WBIDC shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- v)* In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBIDC Units / Vidyasagar Industrial Park, Kharagpur Units, leading to death or disablement (both temporary and permanent) of the workers / employees of SP,

WBIDC will not be responsible and liable for any accidents etc. arising to death and / or disablement (both temporary and permanent) of the workers / employees of SP and the same will be settled taken care of by SP on its own account.

- vi) SP alone (and not WBIDC) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBIDC for any loss or damage that may arise to WBIDC for the non-performance of the obligations with regard to all or any statutory compliance to be carried out by SP. For further payments of Bonuses, Gratuity if payable or any other contribution required under any law of land related to the deployed manpower or insurance premiums for workmen compensation, personal accident or employment injury or any, other payments, by whatever name called, statutory or otherwise in any manner whatsoever shall be the responsibility of SP. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of SP, WBIDC shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBIDC's property, its business operations and services.
- vii) Shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.
- viii) In the event SP chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBIDC, SP shall, take the prior consent of WBIDC before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.
- ix) SP shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units
- x) SP shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The SP shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.
- xi) All tenders in which any of the prescribed conditions are not fulfilled will be rejected. No arbitration for the work will be admissible.
- xii) WBIDC reserves the right to accept or reject any or all tenders without assigning any reasons thereof and is not bound to award work to the lowest Bidder.

14. Additional Condition

Any of the additional terms and conditions agreed upon between the Employer and Contractor shall also form a part of this tender document.

SECTION VI
MODE OF SELECTION

1. Proposal Evaluation:

- 1.1 The Technical Proposal will be opened before the Tender Committee and after appraisal the technically qualified Bidder will be screened.
- 1.2 The date of opening of Financial Proposal will be informed to the technically qualified Bidders only.
- 1.3 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the TENDER **(Stage I Evaluation)**.
- 1.4 In case the Proposal is found to be responsive, the Technical Proposal would be evaluated **(Stage II Evaluation)**.
- 1.5 The Technical Proposal would be evaluated on the various aspects. As part of the evaluation of the Technical Proposal, WBIDC may also request the Bidder to submit clarifications.
- 1.6 **The Part II Submission shall be opened for evaluation of those bidders who will be technically qualified. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this TENDER.** WBIDC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this TENDER.
- 1.7 Part II Submission shall be opened with due intimation to all the technically qualified Bidders who have met the requirements of Stage I and Stage II evaluation.

2. Selection

- 2.1 Selection will be done on the basis of least cost basis (LCB) method.
- 2.2 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted
- 2.3 Please note selection through E Tender is purely provisional and doesn't give any guarantee for LoA.
- 2.4 The Successful Bidder(s) shall execute the Agreement within one week of the issue of LoA or within such further time as WBIDC may agree to in its sole discretion.

3. Confidentiality :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

4. **Any data insufficiency in Technical Proposal & Financial Proposal will lead to rejection of TENDER:** WBIDC reserves the right to accept or reject any of the TENDERS without assigning any reason thereof and without thereby incurring any liability to the affected parties. WBIDC takes no responsibility for delay, loss or non-receipt of offer or any letter sent by post either way.
5. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicant independently.
6. All related correspondence as exchanged by the Bidders along with the TENDER should contain no Interlineations or overwriting, except as necessary to correct errors made by Bidders themselves or to evidence provision. The persons who signed the Proposal must initial any such corrections, interlineations or overwriting.
7. Any effort by a Bidder to influence WBIDC in examination, evaluation, ranking of proposals or recommendation for award of contract will result in rejection of the Bidder's Proposal.

SECTION VII
ELIGIBILITY

A. Basic Eligibility:

- The bidders must have at least 3 (three) years' experience in similar nature of works.
N.B.:- Details communicational address of client must be indicated in the credential certificate of similar nature of work.

B. The agency who have been delisted or debarred by any government department shall not be eligible in any way.

C. Valid up to date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / Voter ID Card for self-identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]

D. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)

E. In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)

F. Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non - Statutory documents).

G. Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.

H. The Prospective bidder shall not have any pending litigation.

I. General Eligibility:

The Bidder(s) should have fulfilled the following criteria:

(a) The agencies submitting the quotation must have an experience of one similar work in this type of Facility Service in the last three (3) years. (Ongoing similar type of work will also be accepted).

(b) Organizations should have team consists of Security personnel as necessary to implement the jobs ;

(c) Agencies should have necessary technical, financial and managerial capabilities.

APPENDIX

Appendix A
Covering Letter
(On the Letterhead of the Bidder)

Date:
To:

Ref: _____

Dear Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Bidder) for the captioned Project with the details as per the requirements of the TENDER, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from __ _____ (insert Proposal Due Date).

We also hereby agree and undertake as under:

Employer can amend the scope & value of the contract bid under this project. Employer reserves the right to reject any application without assigning any reason;

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement which also forms a part of the TENDER document provided to us.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,
For and on behalf of (Name of Bidder)
Duly signed by the Authorized Signatory of the Bidder
(NAME, TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY)

Appendix B
Declaration by the Bidder
(On the Letterhead of the Bidder)

DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein.

My/Our Bid is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Quotation to complete the proposed contract. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the authority.

For and on behalf of (Name of Bidder)
Duly signed by the Authorized Signatory of the Bidder (NAME,
TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY

Appendix C

**Details of Bidder
(On the Letter Head of the Bidder)**

1. Details of Organization:

- (a) Name of the Organization
- (b) Address
- (c) Year of Establishment
- (d) Status of the firm (Whether Company/Firm/Proprietary)
- (e) Name of Directors/ Partners/Proprietor.
- (f) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.
- (g) Mention PAN No. of I.T and furnish copies of I.T return for last 3 years.
- (h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years
i.e., as per tender clause.
- (i) If you are empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
- (j) Specify turnover in table format for last 3 years. In Rs (Lakh) (As per tender norms.)
- (k) Other relevant information

(A separate sheet may be attached if needed)

Appendix D

**POWER OF ATTORNEY
(On Stamp paper of relevant value)**

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) 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 Proposal for
“ _____ ” including signing and submission of all documents and providing information/responses to WBIDC in all matters in connection with our Proposal for the said Assignment.

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.

Dated this the Day of 20...
For.....
(Name and designation of the person(s)
signing on behalf of the Bidder) Accepted
..... (Signature)
(Name, Title and Address of the Attorney)
Date :

- Note:
1. To executed only if the Bidder is a Company or Partnership firm
 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
 3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix E

(To be furnished in Non-judicial Stamp paper of appropriate value duly notarized)

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _ _ _ _ _ nor any of constituent partner had been debarred to participate in tender by any Govt. Department during the last 5 (five) years prior to the date of this TENDER.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by WBIDC to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of WBIDC.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Dated this the Day of 20....

For.....

(Name and designation of the person(s) signing on behalf of the Bidder) Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Date :

Appendix F

Format for Team members to be deputed

Using the format below, provide information on each team member to be deputed for the service.

Firm's Name: _____

Sl. No.	Name, Contact Nos. & Email Address	Qualification and Name of the Institutes	Relevant Experience	Position in the Organization	Task Assigned

Note: To be submitted after selection of bidder and issuance work order.

Appendix G
Draft Agreement

THIS AGREEMENT (“Agreement”) is made on the day of , 2024 at Kolkata.

BETWEEN:

West Bengal Industrial Development Corporation Limited, (Govt. of West Bengal undertaking), (hereinafter referred to as “WBIDC”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

..... LIMITED [**the Firm (in case of Sole Bidder) or Lead Member of Joint Venture (in case of Joint Venture)**], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Service Provider”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part.

WBIDC and the Service Provider are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. WBIDC has undertaken development of industrial infrastructure at Industrial area at Vidyasagar Industrial Park, Kharagpur in which all component of development such as road, water supply, electrical, sewerage etc.
- B. WBIDC has invited proposal from the resourceful, experienced and good Service Providers for Security Service at Vidyasagar Industrial Park, Kharagpur.
- C. In response thereto proposals were received from several persons including the Service Provider. After evaluating them, the Proposal submitted by the Service Provider has been accepted and Letter of Acceptance No..... datedwas issued.
- D. The Service Provider covenants to undertake the Assignment as set forth in the Scope of Services in Schedule I (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- E. In consideration thereof, WBIDC will pay to the Service Charges (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- F. TENDER Document vide no dated and Letter of Acceptance No..... dated.....will be part of this Agreement

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between WBIDC and the Service Provider. The Service Provider, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the TENDER documents shall be part of this agreement and shall be binding on both the parties.

2. Duration of Contract :

The Work Order will be in force for a period of 24 (Twenty Four) months and may be renewed based on performance of contractor's service and after mutually agreed terms and conditions for another 1 (one) year.

3. PAYMENT TERMS:

- 3.1 Payment shall be made within 30 working days from the date of receipt of invoice in duplicate, correct in all respect as per full satisfaction of the authority supported with time / attendance sheet duly certified by Agency representative on monthly basis.
- 3.2 Detailed Break up of Man-power salary disbursement, detailed break up for the items /Tools & Tackles provided shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBIDC may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non-performance as specified in the penalty clause.
- 3.3 Rates will remain firm for the whole contract period. However, in case there is any increases in minimum wages vide notification of Department of Labor, Govt. of West Bengal, then the Service Provider shall appeal to WBIDC for escalation of monthly rate to accommodate upward revision in minimum wages only with proper documents. However agency charges will remain same for the entire contract period.

4. Fees :

- 4.1 The fee payable by WBIDC to the Service Provider for the Services shall be amounting Rs. (Rupees in Word) plus GST as applicable.

5. Security Deposit:

- 5.1 8% of Bill value to be deducted from each R/A Bill . The same shall be refunded after 45 days of the completion of service tenure.

6. Indemnity:

Successful Bidder shall undertake to keep WBIDC indemnified against any and all claims, costs, expenses, damages and liabilities of any nature whatsoever arising from or pertaining to the performance of this Work Order.

7. Termination :

The Work Order/Contract may be terminated on occurrence of any one or the entire following contingency:-

(a) On the expiry of the Work Order/Contract period without any prior notice.

Or

(b) If the Successful Bidder fails to commence the work within the stipulated period, the Work Order/Contract will be terminated without any notice and the security deposited shall stand forfeited.

Or

(c) In case the services rendered by the Successful Bidder are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months' notice

Or

(d) Breach and violations of the terms and conditions of the Work Order Or

(e) On any undue demand by the Successful Bidder which is ultra vires Work Order/Contract. Or

8. JURISDICTION :

Managing Director shall have jurisdiction for any dispute concerning the Work Order.

9. EXTRA CONDITION :

WBIDC has the right to assign this Work Order to any other company at any stage of execution and the Successful Bidder shall not have any objection to this effect.

10. PENALTY :

Any non-performance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and forfeit the Performance security deposit.

Amount of Penalty i. r. o following lapses are stated as under:

a) Vacancy of any post for a period more than 1 month – Rs.10500/- p.m. per post or part thereof.

b) Non supply of uniform per person per month-Rs.100/- per person per month or part thereof

11. FORCE MAJEURE

If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBIDC may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBIDC, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

12. BREACH OF TERMS AND CONDITIONS:

In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBIDC in that event and the performance security deposit shall also stand forfeited.

13. OTHER TERMS AND CONDITIONS

- a) SP shall deal with and resolve each and every dispute which shall arise between the employees supplied by SP on its own account. In case the workers / employees take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the SP shall settle the same within two working days on its own account and responsibility. WBIDC shall not be responsible for any such acts caused as such.
- b) Any disputes arising between the WBIDC workers / employees and the SP workers / employees will be settled by the WBIDC Management and in this issue the decision of the WBIDC Management will be held to be final and binding.
- c) In case WBIDC is unsatisfied with the performance of any of the employees / workers supplied by the SP, the said employee / worker shall be terminated by SP with immediate effect in the next two working days and the dues / payments / arrears or any other reimbursements by whatever name be it called, shall be taken care of by SP on his own account with written intimation / information supplied to PO. In the case of any further delay in carrying out the said action on behalf of SP the said worker / employee shall be treated as outsider to WBIDC.
- d) The employees of SP providing the services shall always remain employees of SP for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of SP will not be considered the employees of WBIDC under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBIDC. SP shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBIDC for any purpose whatsoever, and that WBIDC shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- e) In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBIDC Units / Vidyasagar Industrial Park, Kharagpur Units, leading to death or disablement (both temporary and permanent) of the workers / employees of SP, WBIDC will not be responsible and liable for any accidents etc. arising to death and / or disablement (both temporary

and permanent) of the workers / employees of SP and the same will be settled taken care of by SP on its own account.

- f)* SP alone (and not WBIDC) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBIDC for any loss or damage that may arise to WBIDC for the non-performance of the obligations with regard to all or any statutory compliance to be carried out by SP. For further payments of Bonuses, Gratuity if payable or any other contribution required under any law of land related to the deployed manpower or insurance premiums for workmen compensation, personal accident or employment injury or any, other payments, by whatever name called, statutory or otherwise in any manner whatsoever shall be the responsibility of SP. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of SP, WBIDC shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBIDC's property, its business operations and services.
- g)* Shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.
- h)* In the event SP chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBIDC, SP shall, take the prior consent of WBIDC before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.
- i)* SP shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units.
- j)* SP shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The SP shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.
- k)* All tenders in which any of the prescribed conditions are not fulfilled will be rejected. No arbitration for the work will be admissible.
- l)* WBIDC reserves the right to accept or reject any or all tenders without assigning any reasons thereof and is not bound to award work to the lowest Bidder.

14. Additional Condition

Any of the additional terms and conditions agreed upon between the Employer and Contractor shall also form a part of this tender document.

15. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- a.* Provide manpower in accordance with **as per with TENDER Document;**
- b.* provide the Services in accordance with **as per with TENDER Document;**
- c.* exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- d.* Be bound to comply with any written direction of WBIDC to vary the scope sequence or timing of the Services; and use all reasonable efforts to inform itself of WBIDC's requirements for the Deliverables for which purpose the Service Provider shall consult WBIDC throughout the performance of the Services.

16. CONFIDENTIALITY AND PUBLICITY

The Service Provider shall treat the details of the output of the assignment and the Services as confidential and for the Service Provider's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to WBIDC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of WBIDC.

17. SERVICE PROVIDER'S REPRESENTATIVES

The Service Provider shall deploy representative for the work as mentioned in Section VI of TENDER Document

17.1 Unless otherwise agreed, WBIDC shall have the copyright on all the reports, documents, and maps etc., authored, prepared or generated during the course of the Services to be provided by the Service Provider.

17.2 WBIDC may extend the service for other industrial areas also in the same terms and conditions, if required, subject to mutual consent of both the parties. However, fee would be in proportion of land size of the industrial area.

18. COMPLIANCE WITH LAWS

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Kolkata shall have jurisdiction over all matters arising out of or relation to this Agreement.

20. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned here in above.

21. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

22. VARIATIONS

WBIDC may, by written notice to the Service Provider, direct the Service Provider to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Service Provider shall be bound to comply with that direction.

23. LIABILITY:

The Service Provider shall be liable for all consequence of errors and omissions arising from errors solely attributable to Service Provider or on the part of their employees to the extent and with the limitation specified by WBIDC. The Service Provider shall also be liable and shall indemnify WBIDC from and against any/all claims, damages, and costs as may be raised on the Service Provider by any other third party in connection with the said work.

24. OWNERSHIP OF DOCUMENTS & COPY RIGHTS:

The copyright of Interim Reports, Design Reports, Tender Documents, Costs Estimates, Bill of Quantities, Calculation sheets, drawings etc. and all other similar documents (both interim and final) provided by the Service Provider in connection with project/work shall remain vested in WBIDC All written material, originated and prepared for WBIDC under the assigned agreement shall belong to WBIDC. The Service Provider shall not publish, share, divulge, disclose, part with any of such papers or information without the written consent of employer or use for purpose other than those for this work, the articles, designs calculations and drawings

25. CHANGES OR ALTERATION:

Changes or alterations, as desired by WBIDC due to site considerations or otherwise as required during the pendency of the contract, will be done by the Service Provider. Additional charges on this account, if any, will be mutually agreed upon by WBIDC.

26. CORRECTNESS AND ACCURACY OF DATA:

The Service Provider shall be fully responsible for the correctness and accuracy of the data. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to WBIDC take all steps necessary to remedy/rectify the said defects or inadequacies. The Service Provider shall incorporate all the modifications or changes as desired by WBIDC.

27. CODE OF PRACTICE:

The report for all works shall confirm to local building bye laws and other state regulation as well as to relevant latest Indian Standard Specifications and/or Standard code of Practice. All reports, computations etc. shall be submitted in English language and in metric/SI units.

EXECUTED BY West Bengal Industrial Development Corporation by
being signed by a duly authorized officer in the presence
of:

Title: _____

Witness:1. _____

2. _____

EXECUTED BY bybeing signed by a duly
authorized officer in the presence of:

Title:..... Witness:1.

.....

2.

Schedule I
Scope of Work

1.0 Background: *A number of sector specific Industrial parks developed by West Bengal Industrial Development Corporation (WBIDC) in and around Kolkata are gearing up expeditiously for its full scale operation. Common infrastructure facilities in all the parks have been created so that the units in the park can commence operation through the utilization of such common infrastructure facilities. WBIDC, the promoter of the parks have leased out the lands to the unit holders. The common facilities are being maintained by WBIDC through outsourcing the services. In this scenario it has become necessary to engage capable Service Providers (S.P.) to carry out the Security Services of the common assets within the park and also to provide Security services within the Park. This tender is invited from the capable S.P to provide the Security services at Vidyasagar Industrial Park, Kharagpur in an effective manner on a competitive bid basis.*

2.0 E-tender are invited from reputed Agencies having sufficient experience in handling Security Services in large industrial establishments/industrial parks who would be capable of undertaking the following jobs in connection with operation and maintenance services at Vidyasagar Industrial Park, Kharagpur:

- a. Providing Manpower for Security Services.

3.0 Definition of Work

- The Security Services Provider shall provide the list of personnel along with their curriculum vitae and passport size photographs with full address before deputing them at the park. Service provider is to ensure that the maximum and minimum age limit of the deputed manpower should be as per Govt. norms.
- The Service Provider shall provide all manpower, supervision, material and equipment necessary to perform and complete the services in all aspects. The Service Provider shall comply with the Agency's Employee Safety Handbook, and Personal Protective Equipment, Confined Space Entry and Hazard Communication Programs or any other requirement as necessary for this purpose to serve as the Service Provider of O&M to industrial area.
- The Service Provider (S. P.) shall not be entitled to be paid or reimbursed by WBIDC for any services or any other labour, Supervision, material and O&M works that is in excess of the Scope of Work. Any extra services furnished by the S. P shall be provided only when asked for and the remuneration in respect of the same shall be mutually agreeable to both the parties. Deployment of Manpower according to shift on daily basis.

For Security Services:

SHIFT	Nos.	Place	Woks
A - Shift (6AM - 2PM)	10 nos.	OT GATE,NH-60 GATE, SUBSTATION, WBIDC Office, Truck Parking	Main entry point gate and Patrolling as and when necessary in Common Area in the entire park
B - Shift (2PM - 10PM)	10 nos.	OT GATE,NH-60 GATE, SUBSTATION, WBIDC Office, Truck Parking	Main entry point gate and Patrolling as and when necessary in Common Area in the entire park
C- Shift (10PM - 6AM)	10 nos.	OT GATE,NH-60 GATE, SUBSTATION, WBIDC Office, Truck Parking	Main entry point gate and Patrolling as and when necessary in Common Area in the entire park
General Shift (10 AM to 6 PM)	1 no.		Supervisor: Supervise the security personnel
General Shift (10 AM to 6 PM)	1no		Facility Manager One (1) person is needed for conduct protocols, emergency response, incident investigations, supervise all Security Guards, protect the property, site patrolling, answer & conduct office/client call/ report and maintain daily records, Department liaison, Promote safe work practice

They have to maintain a vehicular movement registers with them.

FORMAT OF PRICE BID -

Per Month Wages

Grade	Unskilled
<i>Basic Wages</i>	9,953.00
<i>PF @13%</i>	1,293.89
<i>ESI @3.25%</i>	323.47
<i>Bonus @8.33%</i>	829.08
Total :	12,399.44

Extra Duty/ Reliever Duty

Per Day Wages

Grade	Unskilled
<i>Basic Wages</i>	383.00
<i>PF @13%</i>	49.79
<i>ESI @3.25%</i>	12.45
<i>Bonus @8.33%</i>	31.90
Total :	477.14

Per Month Wages

Grade	Semi- skilled
<i>Basic Wages</i>	10948.00
<i>PF @13%</i>	1423.24
<i>ESI @3.25%</i>	355.81
<i>Bonus @8.33%</i>	911.97
Total :	13639.02

Per Month Wages

Grade	Skilled
<i>Basic Wages</i>	12,048.00
<i>PF @13%</i>	1,566.24
<i>ESI @3.25%</i>	391.56
<i>Bonus @8.33%</i>	1003.59
Total :	15,009.39

****The rate is based on the Minimum Wage under notification number: 22 /Stat/14/RW/24/2023/LCS/JLC, dated 16.07.2024 (w.e.f. 1st July, 2024 to 31st December, 2024). The amount indicates includes annual wages, PF, ESI and BONUS as per statutory norms taking into consideration of the existing applicable rates against PF, ESI and Bonus components.**

The bidder should provide total management fee or agency charges will all out pocket expenses and cost of the items to be provided by the agency for one month.