



**Selection of Operator for Daily Operation, General Maintenance and Housekeeping of 'Biswa Bangla MelaPrangan' at Kolkata, West Bengal**

**Tender No:WBTPo/241(A)/BBMP Tender for DO,GM,HK/2**

**West Bengal Trade Promotion Organization**

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**Notice Inviting Tender For Selection of Operator for Daily Operation, General Maintenance and Housekeeping of 'Biswa Bangla Mela Prangan' at Kolkata, West Bengal**

**Ref. No. WBTP0/241(A) BBMP Tender for DO,GM,HK/2**

West Bengal Trade Promotion Organization invites bids through e-tender from reputed and qualified agencies for Selection of Operator for Daily Operation, General Maintenance and Housekeeping of 'Biswa Bangla Mela Prangan' at Kolkata, 3 JBS Haldane Avenue. Detailed NIT is available in [wbenders.gov.in](http://wbenders.gov.in) and also in [www.wbidc.com](http://www.wbidc.com).

S. No.	Items	Description
1.	Brief of work	Selection of Operator for Daily Operation, General Maintenance and Housekeeping
2.	Location of work	BBMP, 3 JBS Haldane Avenue, Kolkata - 700046
3.	Contract Period	1 Year
6.	Earnest Money	Rs. 300000/ to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-quotation. The bid stands cancelled in its entirety if the EMD is not provided.
7	Site Visit	Bidders are advised to visit the site on submission of bid. Contact Mr Pratik Dutta 9434459830 or Ms Somdatta Basu 9836623371 before visiting .
8	Bid Publishing date (online)	2/3/2023, 4.45pm
9	Documents download/sell start date (Online)	2/3/2023, 5 pm
10	Site Visit	3/3/2023 to 8/3/2023
11	Prebid Meeting	9/03/2023 at 12.30pm , "PROTITI", 23, Abanindranath, Thakur Sarani, Kolkata
12	Bid Submission (online) Start Date	10/3/2023, 11AM
13	Bid Submission closing (Online)	24/03/2023, 5pm
14.	Bid opening date for Technical Proposals (Online)	27/03/2023 12.15 pm
15	Bid opening date for Financial Proposals (Online)	Will be notified later

16.	Procedure for Submission of bid	Bidders are requested to submit their quotations through e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> . The bidders have to submit the hard/original copy of the technical bid on 24/03/2023, 5pm
17	Validity of the bid	120 (one twenty) days from the date of submission of quotation. If any bidder/quotation withdraws his bid/quotation before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
18	Taxation	WBTPO shall withhold Tax Deductible at Source (TDS) from the payment in pursuance of provisions of Income Tax Act, 1961 as currently in force and as amended from time to time. GST will be provided as per applicable rate. Rates to mention in the quotation shall be exclusive of the statutory taxes as applicable.
19	Communication	The CEO, WBTPO, 23 Abanindranath Tagore Sarani, Kolkata 700017.
20	Submission	Bidding documents, digitally signed by authorized person of the bidder, must be uploaded online within stipulated dated. Price must be quoted in BOQ only. Any mention of price anywhere apart from the BOQ will disqualify the bid

**By Order**

**CEO, WBTPO**

## Brief Description of Biswa Bangla MelaPrangan

### 1. Introduction

- a) West Bengal Trade Promotion Organization (WBTPPO), Government of West Bengal has decided to carry out the bidding process for selection of a bidder for for Daily Operation, General Maintenance and Housekeeping of the 'Biswa Bangla MelaPrangan' to whom the work may be awarded for a period of 1 (one) year to carry outwork as per the terms and conditions of this document.

'Biswa Bangla MelaPrangan' is the primary exhibition and convention Centre for Kolkata, India. With "Project Area" of 89,030 sq.m which include 31,894 square metres (343,300 sqft) of exhibition space, it is the largest exhibition center in Kolkata.

Built in 2008 to provide space for exhibitions and fairs, BBMP was the venue of Kolkata International Book Fair. With an expense of approx. INR 350 Cr, the state government has transformed this old large expanse of open space to a state-of-the-art facility spread over 22 acres of land. This revamped facility has been added with:

- Two pavilions (over lakh square feet each),
  - A three-storey business block (each floor spread over nearly 20,000 square feet) and
  - An open space that includes around 2 lakh square feet of greenery.
  - A new multi-level car parking to accommodate approx. 1,200 vehicles.
  - A large expanse of open space with green landscape in front to accommodate 200 kiosks.
  - Three food courts, each of which can accommodate approx. 200 visitors.
- b) The complex is owned and managed by the West Bengal Trade Promotion Organization (WBTPPO), Government of West Bengal. The WBTPPO is an initiative by the state's Commerce & Industries department jointly formed by West Bengal Industrial Development Authority (WBIDC) and Kolkata Municipal Authority (KMC) with the prime objective to promote trade, commerce and business opportunities for West Bengal.
- c) For the purpose of the RFP participation, bids are invited from reputed and experienced agencies engaged in business of providing operation, general maintenance, housekeeping and facility management services for large establishments, government premises, exhibitions centers, hospitality industry, commercial complexes, convention center, exhibition facilities, leisure recreation centers, sports complexes etc.
- d) Brief particulars of the Project are as follows:

Biswa Bangla MelaPrangan was conceptualized by the State Government and West Bengal Trade Promotion Organization (WBTPO) had been appointed as the implementing agency for the project.

e) Details of components of the project:

S. No.	Description	Area
A.	<b>Total Project Area which includes below:</b>	<b>89,030 sq.m. (9,57,963 sq.ft)</b>
i.	Exhibition Halls: Pavilion A and Pavilion B	97,700 sq.ft.
ii.	Administration/ Business Block	52,000 sq.ft.
iii.	Kolkata Street Food court	20,000 sq.ft.
iv.	Biswa Bangla Tower	4,800 sq.ft.
v.	Multilevel Car Parking	3,20,000sq.ft.
vi.	Open Exhibition Area	5,000 sq.ft.

f) **Other supportive system:**

HVAC System including Chiller and AHUs, all HVAC equipments ,DG Set, Electrical System including HT Panel, LT Panel and Transformer with RTCC Panels, Floor Electrical System including Fans and Pumps and Motors, Solar System, Fire System as well as Fire Fighting System, Portable Fire Extinguishers, Fire Alarm System including Fire Detection and Fire Protection System, Sanitary and Plumbing System, STP or WTP or R.O. System, Air Conditioning system with chillers,fountains (including musical), CCTV,Lifts, outdoor laser display and all other components of the same are installed in the BBMP Premises.

## **2. Instruction to Bidders - General Terms of Bidding:**

- a) No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the Bidder.
- b) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- c) The Bidder should submit a supporting Affidavit and Power of Attorney as per the format prescribed herein in Annexure 1, authorizing the signatory of the Bid to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- d) The Bidder shall provide a EMD of Rs. 300000/- (Rupees Three Lakhs only) in accordance with the provisions of this Tender for the Bid submitted ("Earnest Money Deposit (EMD)". The amount of EMD may be deposited online through wbtenders portal.
- e) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by its English translation and in case of any ambiguity the translation shall prevail.
- f) Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
- g) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the earnest money or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process.
- h) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be

responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process

- i) The Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, building layout, traffic, location, surroundings, climate, availability of power, water and other utilities for operations, maintenance, access to site, handling, and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, when they submit the Bid. Interested Bidders are invited to visit and inspect the Project Site at their own expense. Failure to investigate fully the Project Site shall not be a valid ground to relieve the Bidder after the submission of its Bid/ Proposal or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.
- j) WBTPO reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.



### 3. Scope of Work

The scope of work of the operator will primarily involve:

- a) Obtaining necessary license and clearance from local authority related to OM of the fair complex.
- b) Daily sweeping, dusting, cleaning and moping.
- c) Daily indoor dusting including furniture.
- d) Cleaning of glass doors/windows.
- e) Repeated cleaning of washrooms.
- f) Checking and declogging pipelines and drains.
- g) Post event cleaning and handing over of garbage to our Garbage Management Agency
- h) Deep cleaning of the entire twice a month.
- i) Taking note of reading of water meters, electric meters / sub-meters and making payment to the concerned authority
- j) Operator shall ensure that all personnel get minimum wages as per the Minimum Wages notification of Department of Labor, Govt of West Bengal. Operator shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI, Bonus, & or all other applicable statutory payments under laws of land. Operator will also be responsible of payment of all benefits to all persons employed by them under this NIT.
- k) Any other function required for suitably managing the property ensuring smooth functioning of the facilities along with providing suggestions for improvement of Operator's services.
- l) Daily operation, general maintenance, in depth housekeeping, day-to-day management of entire facility, minor repair, support services (water supply, drainage, sewerage maintenances, electrical) and gardening at BBMP.
- m) Liaison with the State Government and other government departments / government bodies
- n) Liaison and coordination with other service providers like caterers, exhibitors, etc.
- o) Operation and Smooth functioning of events/exhibitions.
- p) Assistance for site handover and takeover of facilities to event organizers.
- q) Calculation of Event Electricity Consumption
- r) Assistance in site visit for BBMP visitors.
- s) Anything else required for smooth functioning of the facility.

An outline of the services to be provided by operator has been stated below to establish the minimum expectation level. These have been stated activity wise:

<b>Nature</b>	<b>Work to Cover</b>
*Exterior cleaning of building and structure and open areas.	All surfaces expose to external ambiance including glass walls. It is desired not to apply any cleaning chemicals on any electrical switches or panels. Cordoning of the workplace should be done and caution sign board to be in place. Use gloves, safety shoes, goggles, safety harness at all times.
*Daily Cleaning of all washroom and toilet blocks.	All points to be covered with deodorant and disinfectant cleaner. For ladies toilet only lady staffs to be deployed.
Cleaning of Garbage bin and Garbage storage area	Garbage to be cleared at appointed time interval after segregation. No littering or mixing of garbage will be allowed. Garbage to be discharged at appointed place as per standing order of WBTPO. This work is to be done in coordination with Garbage Management Agency and as per KMC Guidelines.
*Daily Dry Mopping	AC Halls (2 Nos.), Business Block, Food Court, other indoor and open areas. Floor, ceilings, doors, windows and handrails included Dust should not be disposed off at any unauthorized areas.
*Daily Wet mopping	AC Halls (2 Nos.), Business Block, Food Court, other indoor and open areas. Floor, ceilings, doors, windows and handrails included Dust should not be disposed off at any unauthorized areas.
*Pest control	Regular inspection on situation and control of mosquitoes, insects and pests. AC Halls (2 Nos.), Business Block, Food Court, Toilets / Toilet Blocks other indoor and open areas.
Main CESC Power (Support Services only)	Support Services for - In case of power failure, DG sets to be started and connect load that are required to be operational during power failure. Inform CESC about power outage and take complaint number. Enquire about the nature of failure and likely time for restoration.
UPS Failure (Support Services only)	Inform OEM and register complaint. Ensure follow-up for restoration. UPS battery to be checked at routine interval.
Illumination and lights (support services)	Outdoor and Indoor Lights should be seen with sufficient illumination is available.
Gardening	Maintenance and development of Lawns, Gardens, Flower Beds, Potted Plants, Trees Bushes, Grass Beds and indoor plants. Maintenance and development of all the ornamentals

	and other plants in the campus gardens. Beautification of the garden area includes weeding, trimming, cutting of unwanted branches, plant growth and cleaning of garden areas.
Daily Operations	Support services for electrical, plumbing, wifi, outdoor laser display, fountains, clock tower, DG, AC, cctv, and all other technical, operational and human set ups

The operator may be asked to take up additional work beyond the wide scope of this tender if found necessary by WBTPPO. Cost of such additional work will be decided by WBTPPO.

#### 4. Basic Manpower Requirements

Designation	No of Employees	Post as per Minimum Wage	Monthly Minimum Rates of Wages (as per Memo No. 108/Stat/2RW/9/2022/LCS /JLC); dated 06.07.2022
Head – Site Facility Manager	1	Manager	As per operator
Civil Head	1	High Skilled	As per Minimum Rates of Wages applicable
Electrical Head	1	High Skilled	As per Minimum Rates of Wages applicable
General Supervisor	1	Skilled	As per Minimum Rates of Wages applicable
House Keeping <b>including female staffs</b>	35	Unskilled	As per Minimum Rates of Wages applicable
Gardner - Horticulture	5	Unskilled	As per Minimum Rates of Wages applicable
Assistant Technician	5	Semi-skilled	As per Minimum Rates of Wages applicable
Office Assistant	1	Semi-skilled	As per Minimum Rates of Wages applicable
Assistant Storekeeper	1	Semi-skilled	As per Minimum Rates of Wages applicable
Electrician	6	Skilled	As per Minimum Rates of Wages applicable
Plumber	4	Skilled	As per Minimum Rates of Wages applicable
DG Operator	2	Skilled	As per Minimum Rates of Wages applicable

Fire Fighter operator	2	Skilled	As per Minimum Rates of Wages applicable	
Carpenter	1	Skilled	As per Minimum Rates of Wages applicable	
Miscellaneous	5	Semi-skilled	As per Minimum Rates of Wages applicable	
Plus:	<b>Variable Cost (30% estimated including PF, ESI &amp; Bonus, holidays, leaves)</b>			

- **Single absolute amount per year to be quoted including all GST& taxes.**
- The selected bidder shall ensure that it deploys the human resource as per the above-mentioned table. They will be paid as per the latest monthly minimum wage rate .As & when the Government revises its minimum wage rate, the same will be applicable for the payments to be made to the selected bidder by WBTPO.
- The selected bidder shall ensure that additional resource is deployed as per the WBTPO's requirement. The payment for the additional resource will be made as per the Minimum Wages notification of Department of Labor, Govt of West Bengal by WBTPO.The operator shall ensure that staff engaged at BBMP are qualified and trained in their jobs, good character and well behaved for the performance of duty assigned.  
**Age Limit:** The age limit is from **18 to 60 years** for all staff.

#### 4.1 Indicative list of Machineries

S. No	Machinery
1	machine floor cleaner
2	Wet & Dry Vaccum-30 Ltr.
3	Manual Sweeper
4	High Pressure Jet Spay
5	Lawn Mower
6	Ladders
7	Hedge Cutter

#### Note:

- The selected bidder needs to ensure that the above list of machineries is available in working condition at the site during the tenure, at their own cost. Any other machinery may be arranged by the operator for the site operation, housekeeping, daily maintenance as and when needed.

- The consumables for housekeeping will be reimbursed on actuals or to the ceiling of Rs.30000 per month whichever is lower. If the consumables for housekeeping exceeds Rs.30,000 ,it would be the sole discretion of WBTPPO for reimbursing the same.
- Gardening materials will be reimbursed on actuals of Rs.10000 per month whichever is lower.If the consumables for Gardening exceeds Rs.10,000 ,it would be the sole discretion of WBTPPO for reimbursing the same
- DG fuel will be reimbursed on actuals.
- Materials, parts, spares, fittings (if any) will be re-imbursed on actuals.
- Civil Supervisor, Facility Manager, Electrical Supervisor and General Supervisor may be given an additional allowance (travelling and medical) of Rs.850 per month

## 5. Wages and Payments

The Agency must comply with the minimum wages and other statutory regulation ESI, PF, Bonus, paid National Holiday, admissible leaves.

The Agency alone (and not WBTPPO) 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 Operator hereby indemnify WBTPPO for any loss or damage that may arise to WBTPPO for the nonperformance of the obligations with regard to all or any statutory compliance to be carried out by Operator. 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 Operator. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of Operator, WBTPPO shall not be involved in any manner whatsoever and that Operator shall resolve the same without causing any disturbance to WBTPPO's property, its business operations and services.

The Agency 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.

The total number of manpower, with all applicable statutory and non-statutory payments including eligible leave period, reliever duty for the manpower must be considered while quoting. The Operator shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (West Bengal Contract Labour (Regulation & Abolition Rules, 1972), Employee Provident Fund Act, ESI Act etc.

## 6. Eligibility:

To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility.

**A. Technical Eligibility:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience of:

- i. Should be either registered as a Company under Companies Act 1956/2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Proprietorship Firm as the case may be and should be in existence as such entity for not less than five years as on 31.03.2022.
- ii. Should be in possession of (a) Trade License (b) PAN Card [in the name of firm/agency or proprietor]: (c) EPF/ PF Registration (d) ESI Registration (e) P-Tax registration (f) Registration under the Shops & Establishment Act (h) GST Registration.
- iii. The agency or any of its Partners/Directors etc. should not have been black listed/ debarred by any of the government agencies or department.
- iv. Minimum 05 (Five) years' experience in executing similar kind of operations, maintenance, housekeeping, facility management related jobs in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings/ Corporate Bodies of repute.
- v. Tenderer shall attach list of such organizations with contract nos. where the Agency is currently providing/ has earlier provided this kind of service and copies of work order/completion certificate shall be submitted in support of their claim.

**B. Financial Capacity:** The bidder shall meet all the criteria as laid below:

- Minimum Net worth of Rs 5 Crores at the close of the preceding financial year

- Minimum average annual turnover of Rs 5 Crores in last consecutive 3 financial years
- Positive Net Cash flows at the close of last 3 financial years prior to 31st March 2022.

**Statutory / non-technical Documents:**

The agency/ firm should provide following documents:

- The agency/ firm should have PAN card issued by the Income Tax Department with copy of Income-Tax Return of the preceding 3(three) financial years.
- GST Registration No.
- Professional Tax (PT) Certificate
- PF Registration no.
- Registration certificate under Companies Act, if any
- Registered deed of partnership firm / Article of Association & Memorandum
- Power of Attorney (For Partnership Firm / Pvt. Ltd. Company, if any)
- The agency/ firm should have ESI Registration no.
- Valid License No. under W B Contract Labour (Regulation & Abolition) Rules, 1972.
- P/L & Balance Sheet 2019-2020, P/L & Balance Sheet 2020-2021, P/L & Balance Sheet 2021-2022
- Turnover Certificate of last 3 FY.

**7. Bid Process**

i. Bid opening & Evaluation:

- WBTPO shall open the Bids online at Due Date and Time as specified in this document unless intimated otherwise.
- WBTPO will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section

ii. Responsiveness of Bids:

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this document. A Bid shall be considered responsive if:

- It is received as per the format prescribed herein.

- It is received by the last date submission of bid online through wbtenders.gov.in
  - It is digitally signed, and prepared in accordance with the terms of this document
  - It is accompanied with the earnest money security
  - It contains all the information (complete in all respects) as requested in this document and/or Bidding Documents (in formats same as those specified)
  - It does not contain any condition or qualification.
- iii. Techno-Commercial Evaluation – After opening the bids, the bid document submitted by each bidder will be examined. Any bid which does not meet the eligibility criteria set forth in the tender document will be rejected. To assist the evaluation of technical plan of bids WBTPO may, at its discretion, ask a bidder for clarifications. The requests for clarifications and response shall be in writing. WBTPO will evaluate and compare all technically and commercially acceptable bids on the basis of price format to be prepared on the basis of ‘Manpower Requirement’ as mentioned in Section 4. To facilitate evaluation and comparison of bids, bidders are requested to state their bid price in accordance with the price format of the tender document. The basis of award shall be the techno financial evaluation carried by the Evaluation Committee.

Bidders shall set the prices / rates in firm figures and without any qualification. Each figure shall be repeated in words and in the event of any discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount.

In Step 1, technical & financial capacity of responsive bids will be assessed as per the qualification criteria mentioned.

In Step 2, The financial proposal of technically qualified bidders will be opened on prescribed date with due intimation to the qualified bidders. **The bidder shall be selected on L1 cost basis.** In case of a clash, financial bid up to 2 decimal digits will be considered for the evaluation.

## **8. Bid / Proposal Security**



- a. The Bidder shall provide a EMD of Rs. 300000 (Rupees Three Lakhs) in accordance with the provisions of this Tender for the Bid submitted ("Earnest Money Deposit (EMD)"
- b. Any Bid not accompanied by the Earnest money shall be summarily rejected by the Authority as non-responsive
- c. The Authority shall return the Earnest money received from the Bidders whose Bids are not found responsive or who have not qualified in technical evaluation, within 60 (sixty) days of opening of the Technical Proposal. The Earnest money shall be returned without payment of any interest.
- d. The Earnest money of unsuccessful Bidders, who qualified in technical evaluation, will be returned by the Authority, without any interest, as promptly as possible on signing of the Agreement by the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 360 days from the Last date of submission of Bid.
- e. The Selected Bidder's Earnest money shall be adjusted as per the agreement between the Operator and WBTPPO.
- f. The Authority shall be entitled to forfeit and/or appropriate the Earnest money as damages, inter alia, upon occurrence of event(s). The Bidder, by submitting its Bid pursuant to this note, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damages on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this note. No relaxation of any kind on Earnest money shall be given to any Bidder.
- g. The Earnest money shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under this NIT or the Agreement, if:
  1. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this note
  2. a Bidder withdraws its Bid during the period of Bid validity as specified in this note and as extended by mutual consent of the respective Bidder(s) and the Authority
  3. the Selected Bidder fails within the specified time limit:
    - to sign and return the duplicate copy of Letter of Award (Letter of Award)
    - to sign the Agreement
    - to furnish the assurance & performance security within the period prescribed thereof in the Agreement.

- the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Assurance & Performance Security
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## 9. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Notice of Award (NOA) / LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA / LOA or the Agreement, the Authority may reject a Bid, withdraw the NOA / LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, false statement, misrepresentation, restrictive practice in the Bidding Process or has violated the terms of the Bid. In such an event, the Authority shall be entitled to cancel the Bid and forfeit and appropriate the earnest money or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

## 10. Miscellaneous

- a. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process
- b. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - ii. consult with any Bidder in order to receive clarification or further information

- iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder
- iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other
- v. Information and / or evidence submitted by or on behalf of the bidder
- c. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **11.General Terms & Conditions**

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

### **Payment Terms:**

Payment shall be made within 21-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 WBTPPO's representative on monthly basis.

Note: Detailed Break up of Man-power salary disbursement, shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBTPPO may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on nonperformance as specified in the **penalty clause**.

### **Mobilization:**

Mobilization of the manpower and resources should be made within 15 days from the date of intimation

### **Duration of Assignment:**

This Work Order will be in force for a period of 1 year and may be renewed based on performance of operator's service and after mutually agreed terms and conditions for another 1 year.

**Performance security:**

Bank Guarantee: Operator shall furnish to WBTP0 at the time the Operator executes this Work Order, a Bank Guarantee in form satisfactory to WBTP0, for 10% of the Work Order value. The Guarantee shall include the faithful and diligent performance of all the undertakings, obligations and liabilities of Operator or any authorized sub-Operator arising hereunder and further guarantee WBTP0 against loss by reason of breach or default in the performance of any obligation by the Operator or such sub-Operator. No alteration, pre-payment, delay, change, amendment, extension or addition which may be made or agreed to between Operator and WBTP0 and no forbearance on the part of WBTP0 shall operate to relieve any guarantor from liability of such guarantee, and notice to the guarantor of any of the same is expressly waived.

It is intended that the guarantee to be furnished to WBTP0 by Operator hereunder and the insurance to be carried by Operator shall protect WBTP0 and the other members of the WBTP0 Group against any and all liability on liquidated and unpaid claims ; provided, however, that in case any claims are outstanding any Operator and are not acknowledged as covered by Operator's insurance carrier, WBTP0 at its option, may retain the money due to Operator for the work, a sufficient amount to indemnify it against loss by reason of such claims; provided further that if WBTP0 pays Operator all sums of money due to it hereunder, the guarantee furnished by Operator to WBTP0 shall continue in full force and effect and protect WBTP0 strictly in accordance with its terms, notwithstanding such payments by WBTP0 to Operator.

The Guarantee shall be valid from the effective date until 3 (three) months after completion date in force and effect and protect WBTP0 strictly in accordance with its terms. The performance Bank Guarantees shall be issued to WBTP0 through an advising bank located in Kolkata, India, which may be a branch office of the issuing bank, or if the bank does not have branch office in Kolkata, India, then through any scheduled Indian Bank approved for this purpose by WBTP0. Bidders shall ensure that the Bank Guarantee carries the reference of this tender number. The Bank Guarantee issued from Indian Banks shall be on non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899, and as amended to-date. The name and designation of the officers executing the bank guarantee are to be shown in the bank guarantee and each page of it should be signed / initiated by the executants. Evidence of the authority of the signing officers (e.g. power of attorney) is to be submitted.

**No interest would be paid on the Performance Security Deposit.**

**Price Bid:**

The intending Bidders are required to quote a fixed amount (per annum) as per services to be rendered. The offered rates shall be exclusive of all applicable taxes & GST.

During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, then the bidder's offer will be out rightly rejected without any prejudice. The CEO, WBTPPO reserves to right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

**Penalty:**

Any nonperformance / 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 / work order & invoke and forfeit the Performance Bank Guarantee.

Amount of Penalty following lapses are stated as under:

1. Vacancy of any post for a period more than 1 month: Minimum Wage of vacant post per post per month or part thereof.
2. In case of non-supply of uniform, shoes, & consumable within the specified time the WBTPPO shall supply those items at its choice and deduct Rs. 500 per case.
3. Failure to supply materials Rs. 5000 per month.
4. If the assignment is not carried out as per the assigned work order and/or if the quality of services is found inferior (not as per the industry standard), the selected bidder shall rectify the lapses within 15 days or timelines, as specified by WBTPPO. In case the selected bidder fails to meet the lapses, then 20% of contract value will be imposed by WBTPPO as penalty.

**Force Majeure:**

If the execution of the contract/ work 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 WBTPPO 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

WBTPO, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

**Indemnity:**

Operator shall undertake to keep WBTPO 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.

**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 WBTPO in that event and the performance bank guarantee shall also stand forfeited.

**Termination:**

The Contract may be terminated on occurrence of any one or all of the following contingency:

- a. On the expiry of the Contract period without any prior notice.

Or

- b. If the Operator fails to commence the work within the stipulated period, the Contract will be terminated without any notice and the security deposited shall stand forfeited.

Or

- c. In case the services rendered by the Operator are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months' notice and the Performance Bank Guarantee (PBG) shall stand forfeited.

Or

- d. Breach and violations of the terms and conditions of the Contract by the Operator by giving 1 months' notice the PBG shall stand forfeited.

Or

- e. On any undue demand by the Operator which is ultra vires Contract.

Or

- f. In case the Operator is not interested to continue then the Operator shall give minimum 3 months' notice. If the Operator fails to give the requisite notice, then the PBG shall be forfeited in proportion to the period falling short of the specified notice period.

## **12. Other terms and conditions:**

Operator shall deal with and resolve each and every dispute which shall arise between the employees supplied by Operator 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 Operator shall settle the same within two working days on its own account and responsibility. WBTPPO shall not be responsible for any such acts caused as such.

1. Any disputes arising between the WBTPPO workers / employees and the Operator's workers / employees will be settled by the WBTPPO Management and in this issue the decision of the WBTPPO Management will be held to be final and binding.
2. In case WBTPPO is unsatisfied with the performance of any of the employees / workers supplied by the Operator, the said employee / worker shall be terminated by Operator 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 Operator 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 Operator the said worker / employee shall be treated as outsider to WBTPPO.
3. The employees of Operator providing the services shall always remain employees of Operator 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 Operator will not be considered the employees of WBTPPO under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBTPPO. Operator shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBTPPO for any purpose whatsoever, and that WBTPPO 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.

4. In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBTPPO Units / BBMP Units, leading to death or disablement (both temporary and permanent) of the workers / employees of Operator, WBTPPO 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 Operator and the same will be settled taken care of by Operator on its own account.
5. Operator alone (and not WBTPPO) 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 Operator hereby indemnify WBTPPO for any loss or damage that may arise to WBTPPO for the nonperformance of the obligations with regard to all or any statutory compliance to be carried out by Operator. 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 Operator. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of Operator, WBTPPO shall not be involved in any manner whatsoever and that Operator shall resolve the same without causing any disturbance to WBTPPO's property, its business operations and services.
6. Operator 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. Operator will also be responsible of payment of all benefits to all persons employed by them under this NIT.
7. Operator 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.
8. Operator 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 Operator 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.
9. WBTPPO 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.



10. Operator should disburse salary as per the terms of Minimum Wages Act.
11. The Operator shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (West Bengal Contract Labour (Regulation & Abolition Rules, 1972), Employee Provident Fund Act, ESI Act etc. with regard to the personnel engaged by him for works.
12. Operator 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. In case there is any increase in minimum wages vide notification of Department of Labor, Govt of West Bengal, then the Service Provider shall appeal to WBTPO for escalation of monthly rate to accommodate upward revision in minimum wages only with proper documents.
13. All staff of Operator should be covered under Insurance. In case of any unexpected situations be it including any kind of accidents strictly in office hours/ during official works inside the WBTPO Units leading to death or disablement both temporary and permanent) of the workers / employees of Operator, WBTPO 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 Operator and the same will be settled taken care of by Operator on its own account.
14. Any of the additional terms and conditions agreed upon between the Authority and Operator shall also form a part of this document.

**Arbitration:**

Any dispute or difference arising between the parties hereto regarding the, meaning or effect or obligation of the Parties hereto under this Tender or any para thereof or matter or thing herein contained or as to the rights and liabilities of the Parties hereto shall be referred to arbitration in accordance with the provisions of the arbitration and conciliation Act, 1996, or any statutory modifications or reenactment for the time being in force : The reference shall be to a single arbitrator to be appointed jointly accepted by the parties, the venue for the arbitration shall be Kolkata.

**Jurisdiction:**

High Court, Kolkata, shall have jurisdiction for any dispute concerning the Work Order

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

**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

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

Yoursfaithfully,  
For andonbehalfof(Name ofBidder)  
Duly signed by the Authorized Signatory  
of the Bidder

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) Please specify as to whether Tenderer is sole proprietor/ Partnership firm/Private or Limited Company.

(h) Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's Income Tax Return.

(i) Provident Fund Account No. \_\_\_\_\_

(j) ESI Code Number \_\_\_\_\_

(k) License number under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.

(l) GST no

(m) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years i.e., as on 31.03.22, 31.03.21, 31.03.20 & 31.03.19.

(n) If you are empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.

(o) Specify turnover in table format for last 3 years. In Rs (2021-22, 2020-21, 2019-20, 2018- 19) with turnover certificate.

(p) Other relevant information

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 2020 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

List of works completed

List of works completed which are similar in nature and executed during the last three years in any govt. Department / govt. Undertaking / statutory body/ reputed organization up to a value as stated in the qualification criteria in section a)

<b>Name of Employer</b>	<b>Name, Location &amp; nature of work</b>	<b>Contract price in Indian Rs.</b>	<b>Original date of Start of work</b>	<b>Original date of completion of work</b>	<b>Area of facility managed</b>

Note:

a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

(c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein is liable to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.

(d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

(e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.