

# **Request for Proposal**

For

Deployment of personnel to provide Housekeeping, Gardening and other allied services

at

The office building of West Bengal Industrial Development Corporation Limited.

at

"PROTITI", 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017

> E-RFP REFERENCE NO: ADM/268/2017 Proposal Issue Date : 11/6/2019 Last Submission Date: 21/6/2019

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 Fax : +91-33-22553737 Web: <u>www.wbidc.com</u>

# **Disclaimer**

- 1. The purpose of this RFP document is to provide the Bidder(s) with information to assist in formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all and it is not possible for WBIDC to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and should obtain the necessary advice from appropriate sources of 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 RFP document.
- 2. WBIDC reserves the right to reject the process of tender or update, amend or supplement any of the information in this RFP document as and when necessary as may be decided as its discretion.

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# LIST OF IMPORTANT DATES

- 1. Name of : Deployment of personnel to provide Housekeeping, Gardening the work and other allied services at the Office of West Bengal Industrial Development Corporation Limited, at "PROTITI", 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017
- 2. Date of issue of Notice Inviting Bid 11/6/2019, 12 noon : 4. *Venue of Pre-Bid Meeting* : OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017 on 17/6/2019, 15-30 hrs 11/6/2019, 12-30 hrs. 5. Bid submission start date (On line) (as per server clock). 21/6/2019 at Time: 12 noon 6. Bid Submission closing (On line) (as per server clock). 7. *Time and Date for opening Technical* : 21/6/2019 at Time: 12-30 hours **Bid/Bids** 8. Date of uploading list for Technically 21/6/2019 at Time: 13-00 hours *Qualified Bidder(online)* : Date for opening of Financial : 24/6/2019 at Time: 12.00 noon 9. Proposal (Online) 60 (Sixty) Days from the last date of bid *10. Bid validity period.* : submission

# PRESS NOTICE

#### WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED 'PROTIT1' 23, Abanindranath Thakur Sarani (Came Street), Kolkata - 700 017

### E-Tender Reference No: ADM/268/2017

e-Tenders are invited for "Deployment of personnel to provide Housekeeping, Gardening and other allied services at WBIDC Ltd." Details are available at WBIDC website (www.wbidc.com).

# Chapter-I

## **INTRODUCTION TO BIDDERS**

Sealed tenders in prescribed format are invited by 'West Bengal Industrial Development Corporation Ltd.' from bona fide, experienced & reputed vendors of good financial standing in three steps bidding system, as specified below:-

# Step-I: Earnest Money Deposit,Step-II: Technical Bid,Step-III: Price Bid,

Deployment of personnel to provide Housekeeping, Gardening and other allied services at the Office of West Bengal Industrial Development Corporation Limited, at "PROTITI", 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017. The details of manpower required at various posts, to exhibit the work properly, are described below:-

Manpower requirement	No. of personnel
Housekeeping Personnel (Including one Gardener)	9
Plumber	1
Supervisor	1
Receptionist	1
Total manpower requirement	12

#### 1. Description of manpower requirement :-

The service provider shall provide one (1) supervisor, nine (9) Housekeeping Personnel (Including one Gardener), one (1) plumber and 1 (one) Receptionist every day .

The Housekeeping Personnel, Supervisor, Plumber, Carpenter and Receptionist should strictly adhere to the below timing:-

Supervisor	9 a.m. to 5p.m.	Every day, for overall supervising
Housekeeping Personnel (Including one Gardener)	9 a.m. to 5 p.m.	Every day, for housekeeping, gardening (as required) related works at the office
Plumber & Carpenter	10 a.m. to 6 p.m.	Every day, for duties assigned
Receptionist	10 a.m. to 6 p.m.	Every day, for duties assigned at reception desk

(The time specified here may be extended anytime, depending upon official requirement and no prior notice will be provided for the same)

WEST BENGAL INDUSTRAIL DEVELOPMENT CORPORATION LIMITED

- 2. <u>Eligibility Criteria and Essential Technical requirement:</u> The Agency/Company must fulfill the following criteria:
  - a) Prior experience of at least three (3) years (in a single contract) in providing Housekeeping/ gardening services, in a reputed Corporate Sector /industry, where at least 15 (fifteen) personnel were deployed. The experience should be supported by an end user certificate of satisfactory performance.

Or,

Prior experience of at least seven (7) years in providing Housekeeping/ gardening services, of which at least 3 years (not necessarily in a single contract) of experience is in any Government Organizations/ Govt. Undertakings. The experience should be supported by an end user certificate of satisfactory performance.

- b) Must be a company incorporated under the Companies Act or a partnership firm registered under the Partnership Act/ LPA Act having registration with valid registration number and having PT Registration, should be registered under the Employees Provident Funds Misc. Provisions Act, 1952, Employees State Insurance Act Registration, GST registration/ Clearance Certificate, IT Registration.
- c) There should not be any legal proceeding(s) and / or Industrial dispute(s) related to claiming of wages or any other payment related matters, initiated by any present or previous employee of the bidder / any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate Declaration in the form of an Affidavit which, if found false, would not only lead to criminal prosecution, but may also lead to termination of the contract and award of the work to another vendor at the bidders risk and cost.
- **3.** The Service Provider should have requisite facilities for training the Housekeeping personnel/gardener as per national standards. The Service Provider should deploy personnel as per preference of WBIDC and the responsibility of training its employees is solely of the vendor and the employees, under no circumstances should be charged for it.
- 4. The contract is being offered for an initial period of one (1) year, w.e.f. the date of signing the Contract Agreement. The contract may be renewed after 1 year at the sole

discretion of WBIDC, provided the service during the first year is considered as satisfactory by WBIDC. Alternatively, a fresh tendering process may be followed.

The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing.

Further, the Vendor will not have any right either to demand any fresh contract for another term or to continue the same, after expiry of the contract period.

- 5. Efficiency, promptness, quality service, good behavior and politeness of the personnel deployed through the agency are the essence of the contract. The supervisor is required to personally supervise operations in the premises at all working hours.
- **6.** Bidders must furnish full data and information as specified in the Tender Document. Based on the evaluation made by WBIDC, on the proposals submitted by the bidders, one bidder from the participating bidders may be selected.
- **7.** Award of the contract is at the sole discretion of the Competent Authority of WBIDC. The proposal of the successful bidder would form the basis of future negotiation and lead to signing of a 'Contract Agreement'.
- 8. Notwithstanding anything stated in the tender document, WBIDC reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of WBIDC and the decision of WBIDC in this regard shall be final and binding.

#### 9. <u>Bid Structure</u>

This is a three step, bid system i.e Step-I: Earnest Money Deposit, Step-II: Technical Bid and Step-III: Price Bid.

<u>Step- I (Earnest Money)</u>: Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft, drawn on any Nationalized Bank in favour of "WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED" to be deposited in a sealed envelope. This Envelop should be marked as 'EMD for Tender for Deployment of personnel to provide Housekeeping, Gardening and other allied services'. This is the only document that you need to submit in hardcopy format. Hard copy of the EMD has to be submitted to the Office of WBIDC at the below mentioned address by 12.00 noon on 21.6.2019, during all working days, except Saturday/Sunday/Holiday, during work hours only (10.15 a.m. to 5.15 p.m.). You must mention the name of your Company behind the hard copy of the draft submitted.

### WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED Protiti, 23, Abanindranath Tagore Sarani,

#### Kolkata 700 017

The bid without requisite Earnest Money and/ or not in the prescribed Performa will not be considered & bids of such Bidders shall be rejected. Earnest Money Deposit will be converted into interest free Security Deposit in case of successful bidder. Necessary receipt may be collected from the Accounts Section in favor of the same. On successful completion of the contract (if extended, then after completion of the extended period of contract) the same will be refunded to the bidder, after any applicable adjustment thereof.

In case of unsuccessful bidders Earnest Money will be refunded as soon as possible by WBIDC, upon selection of vendor.

#### i. <u>Step –II Technical Bid:</u>

The Technical Proposal should contain scanned copies of the following in two cover Folders and hardcopy of the same is not required to submit.

#### a. Statutory Cover containing the following digitally signed documents :

- 1. RFP Document
- 2. Proof of Earnest Money Deposit
- 3. All Annexures

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

Sl.	Category	Sub category	Details
No.	Name	Description	
1.	Certificate	Company Details & Certificates	<ul> <li>(i) Name and address of the agency, telephone number, fax, mobile number, email address, Name of the Contact Person</li> <li>(ii) Type of organization (Whether proprietorship, partnership,</li> </ul>
9 WEST BENGAL INDUSTRAIL DEVELOPMENT CORPORATION LIMITED			

			private limited, limited company)
		(iii) Valid license for running the business of Housekeepin gardening in Kolkata/North 24 Parganas Distt issued	
		Home Deptt., Govt of West Bengal or by Central Gov	
		Deptt. (iv) PF and ESI registration certificate	
			(v) Last 3 years income-tax return copy
			(vi) GST Certificate;
			(vii) Firm Registration Certificate
			(viii) IT registration certificate and PAN Card Xerox copy
			(ix) Year of formation of the company
			(x) ISO Certificate details (if any)
			<ul> <li>a. Details of Key Personnel of the Organization/ Name and address of the directors, i.e. proprietor /partners</li> <li>b. Details of branches within or outside the state/ country.</li> </ul>
2.	Credential		<ul> <li>c. Details of Work Experience with all supporting Documents</li> <li>d. Name of Agency's 2 largest clients, to whom Agency provides similar services.</li> <li>e. Any sister concerns and their address</li> </ul>
3.	Financial Information	P/L & Balance Sheet	of Last 3 years
4.	Stamp paper	Joint Venture Agreement	Copies of Partnership Deed in case of partnership Firm, Memorandum & Articles of Association in case of a Company, Audited P/L and balance sheet or Affidavits for Profit and Loss A/c in case of a sole proprietorship agency.
5.	Others		<ol> <li>Name and details (contact no. etc.) of at least 2 (two) points of contact which shall be reachable 24*7 for any query/ problem occurred.</li> <li>Helpline numbers &amp; details of dedicated customer support (if any)</li> <li>Change of the firm name at any time. If so, when and reason thereof</li> </ol>

Bidders not fulfilling the technical requirements as mentioned above should not be considered for opening of Price Bid. Such unopened price bid(s) shall be returned to the vendor.

#### ii. <u>Part III Financial Proposal :-</u>

The Financial Proposal contains the following documents:

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

#### Note:

- 1. The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.
- 2. The Financial Proposal shall not include GST, which shall be payable extra by WBIDC at then prevailing rates.
- **3.** In case of difference in the amount quoted in figures and words, the lower value would be considered for evaluation.
- 4. As Minimum Wage Rate of the State is a mandatory to pay, while quoting the rate, consider the prevailing/ existing Minimum Wage Rate. This shall be revised from time to time, i.e. as and when the rate revises.
- 5. PF, ESI and Bonus are required to be paid as per Rule.
- 6. Service Charge quoted by the vendor shall be at least 2.5%. Please note that the Service Charge amount shall be fixed throughout the Contract Period.

WBIDC may at its sole discretion, extend the deadline for submission of bids, till any time prior to 2 days of the deadline of bid submission, by issuing an amendment, which will however be circulated to all bidders by WBIDC. In case of amendment in the bid document, WBIDC may, at their own discretion, extend the bidding period, only under exceptional circumstances.

WBIDC will not entertain any request from any bidder to extend the bidding period.

## Chapter-II

### **SCOPE OF WORK**

#### 4. Scope of work for Housekeeping Personnel-

#### (for Monday to Friday)

- Sweeping and mopping of floors, corridors, rooms, staircases, lifts, open area, etc. The corridors, passages, staircases should be cleaned in every three hours during the office working hours or more frequently, if required.
- Sweeping of pathway, parking, drive- way, basement and the compound area.
- Cleaning and wiping of glass panels (Internal portion), electrical fittings and fixtures.
- All washrooms need to be cleaned at least 2-3 times daily and as and when required basis.
- Cleaning/ dusting/wiping of the desks/ tables/ chairs/ cabinets/almirahs (accessible portions)
- Cleaning the walls with soft brush. The upholstered walls may require spot cleaning and shampooing.
- Cleaning and maintaining the toilets such a way that they always remain disinfected. The toilets should be cleaned three times every day.
- Checking of replenishment of toiletries in urinal and cistern.
- Daily removal of garbage from all garbage storing points.
- Cleaning of pantry area.
- Providing drinking water, etc. to the officials and other related duty, as may be assigned from time to time.

#### (for Saturdays)

- All types of machine dusting and cleaning.
- Cleaning of all floors of the office premises.
- Cleaning of staircase, banisters, windows, door frame and bar grills (accessible areas)
- Washing/ cleaning of toilets.
- Cleaning of drains / drive ways and parking space with spraying of bleaching

powder.

- Polishing f brass letters on the 'Inaugural Slab' and steel letters indicating the name of the building at the ground floor. Cleaning and polishing name plates of all officials of WBIDC.
- Clearing of dust/ cobweb etc.

### (Others)

The outer surface of the windows/ other glass areas to be cleaned at each three month.

### 5. <u>Scope of work for Gardening:-</u>

- The gardener should take care of the garden/ flower arrangements at the roof, indoor/ outdoor of the WBIDC building.
- Proper watering of the trees, cleaning of weeds on a daily basis, changing the broken vases/ tubs, shaping of the trees, fertilizing etc. should be done at a regular basis or as and when required, by the gardener.
- Thorough weeding, forking, cleaning of garden area and applying of manure, as required.
- For providing gardening services, required tools and tackles, PVC pipes of good quality (for watering), seeds and medicines, plants and saplings will be purchased by the service providing agency, which shall be reimbursed at actual, upon submission of the original bills.
- Trees are purchased generally twice a year, during summer and winter. The gardener should provide a list of suggested trees to be purchased to the HRD section of WBIDC, for approval. Upon approval of the same, the same to be purchased by the vendor, which should further be reimbursed, as stated above.
- 6. <u>Supervisor's Responsibility: -</u> Monitoring all activities of housekeeping personnel, gardening personnel and maintaining a stock register of consumables, preparation of weekly roaster and other activities as and when ordered by the management and remain present at the WBIDCL office during the office hour.
- 7. The scope of Housekeeping contract includes all covered as well as open areas of the building, including terrace garden, lawns, inside and outside of boundary walls, precincts, staircase, drive way, basement etc. and the areas are not exhaustive. The

drainage line and water reservoir of the building should be washed and cleaned thoroughly once in every 3 (three) months to prevent blockage of drains and ensure a hygiene state of affair.

8. The daily services relating to cleaning of this Corporation should be accomplished prior to initiation of the office hour, i.e. 10.20 A.M. Cleaning work pertaining to washroom/ floors etc. shall be done at least thrice a day, or as asked from time to time. After each cleaning, the registered maintained at the HRD Department shall be signed by the respective staff only and in the presence of an official from the HRD division.

The driveway should be washed at least once in a week unless specifically advised.

### **CHAPTER III**

### **Terms & Conditions**

- **i.** Routine checks/surprise checks may be carried out by any authorized representative of WBIDC at any point of time and in case the quality of service is found unsatisfactory, the contract will be terminated with immediate effect.
- **ii.** The allotment of duties of the personnel shall be fixed by the authority of the Corporation. WBIDC may alter the position of the duty area from time to time, as per requirement.

The selected Service Provider, being the immediate employer of the personnel deployed by them, will be solely responsible for their job transfer/shifting/lay-offs and temporary or permanent period of unemployment stature.

- **iii.** The Corporation reserves the right to reduce or increase the number of any category of personnel, at any point of time and the same will be done at the sole discretion of the WBIDC.
- **iv.** The Agency shall at his own cost, observe, perform and comply with the provisions of the following acts as and when applicable, during the execution of the contract period. Non-compliance with the provisions/stipulations of these Acts will make the Agency liable towards payment of necessary compensation/penalty as deemed fit by the Corporation. The Corporation at its discretion, may also terminate the contract in the event of non-compliance of the following acts:-
  - 1. The Employees State Insurance Act, 1948
  - 2. The Employees Provident Fund Act, 1952
  - 3. The Contract Labor (Regulation & Abolition) Act, 1970
  - 4. The Equal remuneration Act, 1976
  - 5. The Payment of Wages Act, 1936
  - 6. Payment of Bonus Act, 1965
  - 7. The West Bengal Shops and establishment Act, 1963.

8. Provisions/Notifications by State Labor Department regarding Minimum rates of Wages or any other law applicable regarding deployment of Housekeeping personnel, plumber, carpenter, supervisor.

- v. The vendor should abide by all Acts & Government Rules and Regulations regarding employment and working conditions, including various statutory facilities. The Agency will be responsible for any fine due to non-compliance of any such Acts, Rules and Regulations.
- vi. The contractor/agency should not sublet the work to any other agency in any case.
- vii. The personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the Corporation shall have no responsibility or liability, in this regard. The personnel engaged shall always be on the rolls of the agency concerned.
- viii. The housekeeping personnel shall wear proper uniform and shoes, which should be provided by the vendor and shall have badges for identification (which should be provided by the vendor). They should perform their duties with full uniform. The agency should ensure that the staffs employed by him are properly cleaned and neatly dressed and shall be disciplined and polite to the employees of WBIDC.
- ix. The Service Provider should provide Winter Wear, Torch (1 common) and Umbrella (3 common) to its employees, as required. The cost of the uniform and other accessories as specified hereby should not be charged from the personnel deployed, but should be borne by the vendor. The rate quoted by the vendor should be inclusive of all such costs.
- **x.** The Vendor shall engage and deploy fully trained and adequately experienced Staff and they shall be medically fit and free from all infectious diseases. The Vendor shall ensure that all its employees deployed to work are medically examined once in each six months and obtain fitness certificates.
- **xi.** Each and every staff of the agency, deployed to render service at WBIDC should have a police verification certificate.
- xii. The vendor's personnel deployed to render the service in WBIDC shall not indulge in entertaining their guests/outsiders in the WBIDC premises, and shall not loiter on the WBIDC premises and shall not normally move out of their specified area of operation.

- xiii. The replacement of personnel in case of sickness/ leaves /strike or otherwise shall be the responsibility of the Agency and for this no extra cost shall be paid by WBIDC and absence from duty and replacement thereof should be reported to the HRD division before commencing of office hour.
- **xiv.** In case of any loss/ breakage of any office belonging, due to negligence, carelessness, default or any omission or conduct on account of employees engaged by the Agency, the same shall be the liability of the Agency.
- **xv.** The personnel deployed by the Agency, if found associated with any activities against the interest of the Corporation and/or not complying fully with the standing orders/Rules & Regulations of the Corporation shall be liable to be removed either on the order of the agency or on such directive made by the Competent authority of WBIDC Ltd.
- **xvi.** The service provider will be responsible for proper safety of all wooden furniture, fixtures, carpentry items, plumbing, sanitary items. Loss, due to negligence, carelessness, default or any omission or conduct on account of employees engaged by the vendor, shall be counted as vendor's liability.

Periodicals, newspapers, cartoons, scraps, plastic, empty plastic bottles shall not be removed out of the office premises by vendor's employees under any circumstances whatsoever, else the equivalent cost of missing items/shortage of stock/material scrap will be recovered and deducted from the monthly bills or any other sum due to the contractor.

- xvii. The Agency shall submit to the authority a list of personnel engaged by Agency along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth with supporting documents, self-attested and company authorized) at the beginning of the contract.
- **xviii.** The Agency shall not change any personnel without prior permission of the concerned authority of the Corporation. However, WBIDC may ask for replacement of any such personnel, if found to be unfit.
  - **xix.** The Security Deposit of the selected vendors will be forfeited in case of breach of any clause of the agreed service contract.

- **xx.** <u>Settlement of disputes:-</u> For any dispute arising during the bidding process, the decision of WBIDC shall be final and be binding both parties.
- **xxi.** <u>**Right to Accept/ Reject Bid**</u> WBIDC reserves the right to accept or reject any or all bids received by it, without assigning any reason whatsoever, and thereby will not be liable to incur any liability of such rejected bidders.

WBIDC shall reject the bid where a prospective bidder or anyone on behalf of such bidder, directly or indirectly, offer any illegal means or ways to WBIDC with a view to secure the bid or makes any false or misleading statement to influence WBIDC in any way in the process of evaluation, clarifications, examination or comparison of bids.

The bids shall be considered invalid and non-responsive for one or more of the following reasons, though this list is not exhaustive.

- i. The bidder has not purchased the bid document from WBIDC.
- **ii.** Non submission of any payment / document as stipulated in this tender document
- xxii. <u>Indemnification</u>:- The bidder or their authorized representative(s) will indemnify WBIDC and their officers from and against all liability, direct/ indirect arising out of the bidding process.
- **xxiii.** <u>Penalty Clause:-</u> If the Contractor neglects and fails to fulfill his contractual obligation due to reasons attributable to him the same should be considered as a breach of contract on the part of the Contractor. Under such cases, WBIDC would have full right to terminate the contract with imposition of penalty & forfeiture of the Security Deposit. The quantum of penalty will be determined by WBIDC. Regarding the determination of penal amount, the decision of WBIDC will be treated as final and binding.
- **xxiv.** <u>Late Bids:</u>- Any bid received by WBIDC after the scheduled bid submission date, will not be accepted by WBIDC for opening.
- **xxv.** <u>Clarifications:</u>- WBIDC may call for clarifications regarding certain aspects of the bids received. Such clarifications should be provided by the vendors in writing within the time specified by WBIDC and would be considered as a part of the bid.

- **xxvi.** <u>Law applicable:</u>- Indian law, as and where applicable in this tendering process, should be followed. No cases should be entertained beyond the jurisdiction of Kolkata.
- **xxvii.** <u>Services for special occasions:-</u>If at any time during the existence of the contract WBIDC desires to utilize the services of the Vendor for any special occasion or otherwise, the vendor will arrange the same.
- **xxviii.** <u>Validity of Bids:</u>- The bid shall remain valid and open for acceptance for a period of 60 days after the due date of closing of bid submission.

No bidder shall be allowed to withdraw the bid during the interval between the deadline for submission of bid and the expiry of the validity period of bids specified in the bid documents or as extended further. Withdrawal of bid, in any form, whatsoever during this interval shall entail forfeitures of the EMD without any notice/ chance of explanation to the bidder.

# CHAPTER IV Payment Terms & Cost involvement

- i. <u>Bid preparation cost:-</u> The bidders shall bear all the costs (inclusive of the cost of data collection, preliminary survey, advisory cost or any other related cost) to be incurred by them pertaining to participation in the tender process. WBIDC will not under any circumstances compensate the bidder for any such expenses.
- **ii.** <u>Earnest Money:</u> Rs. 50,000/- (Fifty Thousand Only) in the form of Demand Draft, to be deposited in a sealed envelope, while submitting the bid. And will be drawn on any scheduled bank in Kolkata, in the name of 'West Bengal Industrial Development Corporation', payable at Kolkata and should be valid for a period of 90 days from the date of its issuance.

Bid submitted without EMD should not be considered. This deposit will be refunded to the unsuccessful bidders by WBIDC, as promptly as possible.

**iii.** <u>Security Deposit:-</u> Earnest Money Deposit will be converted into interest free Security Deposit, in case of successful bidder. Necessary receipt may be collected from Account Department in favor of the same. On successful completion of the contract (if extended, then after extended period of completion of contract) the same will be refunded to the vendor, after any applicable adjustment thereof. Deduction from the Security Deposit is applicable in case of any damage occurred, as per rate fixed by WBIDC.

The Security Deposit may be forfeited in case of non-abidance of any terms and conditions, as put up by WBIDC in this Tender Document.

**iv.** <u>Monthly Payment:</u> The Agency shall submit the monthly bill in triplicate, along with proof (ECR) of monthly contribution pertaining to PF, ESI etc. against individual employees and copy of attendance register duly signed and certified by an authorized representative of the agency for each month, by 1<sup>st</sup> week of the following month and accordingly the authority will settle the bill in due course.

Under certain circumstances, settlement of monthly bill raised by the vendor, might take more than usual time. However, under such cases, <u>a credit period of</u> <u>two months should be provided by the agency</u> and the agency should not stop paying salary to it's employees, on time.

The salary to the employees deployed at WBIDC office, by the agency has to be credited by  $10^{\text{th}}$  of every month.

No claim of payment against the bill will be entertained by WBIDC, unless the bills are submitted in original and the items purchased are approved by WBIDC, at prior.

v. The agency shall be liable for all payments to their employees for performance of duty and WBIDC Ltd., in no events will be liable or responsible for any payment other than the payment stipulated in the contract.

# vi. The Agency should ensure that the existing minimum wages fixed by the Government are paid to the personnel deployed by them.

- vii. It will be the sole responsibility of the Agency to ensure all sorts of payment to his workers and submission of returns on time as required by various Statutory/Authorities concerned.
- viii. <u>Revision of Rates:</u> The rate of services as quoted in the price bid shall remain fixed during the entire contract period and the extended period of contract.
- **ix.** <u>Termination:</u>- In the event of breach of any of the terms and conditions specified in the agreement/ tender documents/ Work Order, by the vendor, the contract will be terminated by giving one month notice and the security deposit will be forfeited.
- **x.** Under no circumstances the employees deployed by the agency be allowed to call for strike etc. and the agency will take all responsibility to prevent such things.

# CHAPTER V BID OPENING & BID EVALUATION

i. **Opening of Tender:** The tenders will be opened online on the date and time specified for opening of the tender or in case of any extension has been given thereto, on the extended tender opening date and time notified through the website or through email etc. of WBIDC Ltd.

Firstly the Technical Bid should be opened online. If Technical Bid does not fit the criteria as specified in this document, the Price Bid of the respective vendor shall not be opened.

Information regarding the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the contract shall not be disclosed to the bidders or any other personnel officially connected with such process until the award to the successful bidder has been announced. Any effort by the bidder to influence the WBIDC regarding the processing and selection of vendor shall result in rejection of the bid of such bidder.

**ii.** <u>Evaluation of Tender:</u> WBIDC Ltd., reserve the right to accept or reject any or all tenders or cancel/withdraw the invitation of tender, without assigning any reason for such decision. Such decision by the WBIDC Ltd., shall not be subject to question by any tenders and the WBIDC Ltd., shall bear no liability consequent upon such decision.

Bidder fulfilling the above specified three step bidding system most suitably, will be selected. WBIDC Ltd. does not bind itself to accept the rate quoted by the lowest tenderer.

- iii. <u>Agreement:</u> The selected Agency shall execute the agreement on Non-Judicial Stamp Paper of value 100/- as per Proforma prepared by WBIDC, immediately upon receiving the work order.
- iv. <u>Initiation of work:-</u>The work should be initiated within 5 (Five) days from the date of issuance of Work Order.

Any goods of the Corporation in custody or power of the Agency at the time of

termination of contract or expiry of the contract by efflux of time or by notice or otherwise shall be restored/returned by the Agency to the Corporation.

- v. WBIDC Ltd., at its discretion, may terminate the orders with 1 (one) months' notice without assigning any reason whatsoever.
- vi. <u>Extension of contract period:-</u> If WBIDC offers the agency to continue their service, even after expiry of the contract period and the agency agrees to the same, then the tenure of service of the agency may be extended, keeping all other terms and conditions same.
- vii. <u>Currency of Bid</u>:- All amounts in the bid should be expressed in Indian Rupee.
- viii. <u>Additional Information</u>:- The bidder may add any further information that he/ she considers relevant for the evaluation of the bid.
- ix. <u>Legal Jurisdiction</u>: Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.
- **x.** <u>Notification of Award</u>: Prior to the expiry of the period of bid validity or subsequent extension, WBIDC will issue a Letter of Intent (LOI) to the successful bidder in writing.
- **xi.** <u>Contract Agreement</u>:- Within seven days of the receipt of LoI/ Work Order, the selected bidder shall enter into a Contract Agreement with WBIDC duly signed and executed on stamp paper of appropriate value adjudicated by the relevant Competent Authority.

The below mentioned Annexure, as per proforma given, have to be submitted by the bidder at the time of submitting the bid. The Annexure should be duly filled up, signed and stamped by the Competent Authority of the agency, to be counted as valid.

#### ANNEXURE-I

#### AFFIDAVIT (On non-judicial stamp paper of Rs. 10)

*I, the undersigned, do hereby certify that all the information supplied hereby is accurate, true and correct, to the best of my knowledge.* 

The undersigned authorizes and requests any bank/person/firm or corporation to furnish pertinent information deemed necessary and requested by the Competent Authority of WBIDC, to verify our company's standing.

The undersigned understands and agrees that further pertinent information may be asked by WBIDC and hence, the undersigned agrees to provide the same in future.

I understand that furnishing of false information may result in disqualifying the contract at any point of time and WBIDC may also proceed against us on legal ground.

#### <u>ANNEXURE\_II</u>

#### Details of the Bidder (On the Letter Head of the Bidder, to be filled separately for both the members in case of Joint Venture/LLP)

#### **1.** Details of Organization:

(a) Name of the Bidder

(b) Address

(c) Year of Establishment

- (d) Status of the bidder(Whether Company/Partnership Firm (registered) /Proprietary/LLP)
- (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 and furnish payment of updated Service Taxes and Service Tax Registration number.
- (h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years
- (i) If the bidder is empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
- (j) Specify turnover in last 3 years. In Rs (Lakhs) Other relevant information

#### (A separate sheet may be attached if needed)

# 2. Details of individual(s) who will serve as the point of contact / communication for WBIDC with the Bidder:

- (**a**) Name :
- (**b**) Designation :
- (c) Company/Firm/LLP/Proprietorship :
- (d) Address :
- (e) Telephone number :
- (f) E-mail address :
- (g) Fax number :
- (h) Mobile number

(A separate sheet may be attached if needed)

#### WEST BENGAL INDUSTRAIL DEVELOPMENT CORPORATION LIMITED

### <u>ANNEXURE\_III</u>

#### 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 to "Deployment of personnel to provide Housekeeping, Gardening and other allied services at the Office of West Bengal Industrial Development Corporation Limited, at "PROTITI", 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017" including signing and submission of all documents and providing information/responses to WBIDC/C&I Department 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.

<u>Note</u>:

1. To execute 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 execution(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. A 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 favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.