



Selection of Operator for Operation & Maintenance and Security Services of 'Biswa Bangla Mela Prangan' at Kolkata, West Bengal

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Notice Inviting e-Tender (NIT)

For Selection of Operator for Operation & Maintenance and Security Services of 'Biswa Bangla Mela Prangan' (BBMP) at 3, JBS Haldane Ave, Kolkata, West Bengal 700046

No: WBTPO/BBMP Tender for O&M /241(A)/37

West Bengal Trade Promotion Organization (WBTPO) invites bids through e-tender for the work detailed in the table below:

S. No.	Items	Description
1.	Brief of work	Selection of Operator for Operation & Maintenance and Security Services
2.	Location of work	Biswa Bangla Mela Prangan, 3 JBS Haldane Avenue, Kolkata - 700046
3.	Contract Period	3 Years
6.	Earnest Money	Rs. 12,00,000/- 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.	Availability of Bid Documents	Bid documents will be available w.e.f. 24/11/2022, 3PM from the e-procurement portal www.wbtenders.gov.in . Bid documents can be downloaded from 24/11/2022, 5PM from the e-procurement portal www.wbtenders.gov.in .
8.	Site Visit	Bidders are advised to visit the site on 30/11/2022 or 1/12/2022 (12 noon to 3 pm) before submission of bid. Contact Mr Pratik Dutta 9434459830 or Ms Somdatta Basu 9836623371 before visiting.
9.	Pre-Bid Meeting/ Enquiry:	5/12/2022 at WBTPO "PROTITI", 23, Abanindranath, Thakur Sarani, Kolkata – 700017, 12-00 hours.
10.	Bid uploading Start Date	9/12/2022 at 11 Hrs
11.	Last date of Submission of bid	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 16/12/2022 at 15.00Hrs. (as per server clock).
12.	Procedure for Submission of bid	Bidders are requested to submit their quotations through e-procurement portal www.wbtenders.gov.in . The bidders are requested to submit the hard/original copy of the technical bid along with all documents to WBTPO,23 Camac Street on 16/12/2022 till 16.30 hrs
13.	Opening of Technical Bid	20/12/2022 at Time: 12 noon (as per server clock). Place: WBTPO Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.

		If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
14.	Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
15.	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

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

1. Introduction

- a) West Bengal Trade Promotion Organization (WBTPO), Government of West Bengal has decided to carry out the bidding process for Selection of Operator for Operation & Maintenance and Security Services for the 'Biswa Bangla Mela Prangan (BBMP)' to whom the project may be awarded for a period of 3 (Three) years as per the terms and conditions of this document.

'Biswa Bangla Mela Prangan' 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 sq ft) of exhibition space.

Built in 2008 to provide space for exhibitions and fairs, BBMP(earlier Milan Mela Complex) was the venue of Kolkata International Book Fair, West Bengal Handicrafts Fair, Banglar Tanter Haat and many more. With an expense of approx. INR 350 Cr, the state government has transformed this old large open space to a state-of-the-art facility spread over 22 acres of land. This revamped facility has been added with:

- Two pavilions (97,700 sq.ft each)
- A three-storied 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 (WBTPO), Government of West Bengal. The WBTPO is an initiative by the State's Industry Commerce and Enterprises Department jointly formed by West Bengal Industrial Development Corporation Ltd(WBIDC) and Kolkata Municipal Corporation (KMC) with the prime objective to promote trade, commerce and business opportunities for West Bengal.
- c) The Selected Bidder (hereafter called as Operator) shall be responsible for operation and maintenance and security services of BBMP under and in accordance with the provisions of the terms and conditions for the period of 3 (Three) years as per the agreement between the Operator and WBTPO.
- d) The scope of work shall include to undertake operation maintenance and security services of the facilities as per the standards. Further operation & maintenance of the Project during the validity of the Contract shall be undertaken by the Operator as per good industry practice and as per scope of work defined in this document.
- e) For the purpose, bids are invited from reputed and experienced operators/service providers which are involved in operations & maintenance, security services, facility management services for large events, exhibitions, hospitality industry, commercial complexes, convention center, ,large office buildings, leisure recreation centers, sports complexes, parks etc.

f) Brief particulars of BBMP are as follows:

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

g) Details of components of the project:

S. No.	Description	Tentative Area
A.	Total Project Area which includes below:	89,030 sq.m. (9,57,963 sq.ft)
i.	Exhibition Halls: Pavilion A and Pavilion B	97,700 sq.ft. each
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	3,20,000 sq.ft.
vi.	Open Exhibition Area	5,000 sq.ft.

h) **Other supportive system:**

HVAC System including Chiller and AHUs, all HVAC equipment ,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, 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. Violation of this shall lead to disqualification of the Bidder. A Bidder bidding individually or as a member of a consortium/JV shall not be entitled to submit another bid either individually or as a member of any Consortium/JV, as the case may be.
- b) Notwithstanding anything to the contrary contained in this NIT, the detailed terms specified in Work Order and 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. In case the Bidder is a consortium, the non-lead member thereof should also furnish a Power of Attorney in favor of the Lead member.
- d) The Bidder shall provide a EMD of Rs. 12,00,000/- (Rupees Twelve Lakhs only) in accordance with the provisions of this Tender for the Bid submitted ("Earnest Money Deposit (EMD)").
- 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 WBTPPO shall be entitled to forfeit and appropriate the earnest money or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the WBTPPO and not by way of penalty for, inter alia, the time, cost and effort of WBTPPO, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the WBTPPO 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. WBTPPO 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 BBMP 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 BBMP at their own expense. Failure to investigate fully the BBMP 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

WBTPO invites e-tender from reputed and experienced agencies/service providers for overall upkeep, maintenance, repair of the equipment, security surveillance and entire infrastructure facilities of the 'Biswa Bangla Mela Prangan'. The scope of work of the Operator will primarily involve:

- a) Obtaining necessary license and clearance from local authority/departments/bodies related to OM of the fair complex.
- b) Taking note of reading of water meters, electric meters / sub-meters.
- c) 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.
- d) Operator has to pay uniform, shoes, identity card and 8 no. Mobile sets (working condition) with connection to the employees within 2 months from the commencement date of the work order.
- e) Ensuring that all properties of 'Biswa Bangla Mela Prangan' including buildings, equipments and infrastructure facilities are properly insured and that the premiums are paid in time, if necessary, issue reminder to WBTPO for the same.
- f) Detection of defects and coordinating with WBTPO and concerned agencies for getting the repair done.
- g) The Operator shall assist and advise WBTPO regarding the fulfilling any of its obligations as an owner of the fair complex. This will involve obtaining necessary approvals, renewals and obtaining of licenses (e.g. renewal of fire licenses etc.) from local / relevant authorities.
- h) 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.
- i) To submit monthly report on overall operations & maintenance and security service rendered and inventory list during the month.
- j) During the tenure, the Operator shall be responsible for: Day-to-day running, operation and maintenance of civil works, electric works, management of entire facility, housekeeping, security, minor repair and renovation, upkeep and maintenance of green spaces, parking management, water supply, drainage and sewerage maintenances, garbage disposal etc.
- k) Liaison with the State Government and other government departments / government bodies
- l) Liaison and coordination with fair/exhibition/event organizers, other service providers like caterers, exhibitors, etc. Facilitating handover-takeover of site to and from fair organizers.
- m) 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:

Nature	Work to Cover
*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 house-lady 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.
*Daily Dry Mopping	AC Halls (2 Nos.), Business Block, Food Court, other indoor, parking area and open areas.
*Daily Wet mopping	AC Halls (2 Nos.), Business Block, Parking Area, Food Court, other indoor and open 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	Operation and follow-up routine check list. 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	Inform OEM and register complaint. Ensure follow-up for restoration. UPS battery to be checked at routine interval.
Maintenance of DG sets	Follow OEM guidelines. Generators should be kept ready for operation 24 x 7 hours basis. For this, all routine and preventive maintenance procedure prescribed in the operational manual to be followed. Operator shall procure diesel and lubricant and get the reimbursement from WBTPO as per consumption norms given by the manufacturer of DG sets.
HT Panel, LT Panel, Transformer, DBs, FPBs, JB's etc	Follow OEM guidelines.
Electrical & plumbing Infrastructure	Operator has to supply electrical and plumbing fittings and consumables as and when required in reasonable rate.
Water pumps including water treatment plant	OM operator will regularly operate treatment plant, fill up the reservoirs and ensure uninterrupted supply of water in the BBMP

	<p>complex.</p> <p>Water pumps to be maintained for getting water 24 x 7 hours basis. Water treatment plant should be maintained properly, so that water quality does not deteriorate.</p> <p>OM of pumps, filtration plant and reservoir along with the consumables are required. Oiling of pumps, if and when necessary, greasing of parts as and when necessary, regular backwash of iron removal. This will include periodic cleaning of underground reservoir (in every month). Consumable will be reimbursed. Testing of water to be done whenever required.</p>
General Plumbing	OM of the general plumbing works in various places viz. Toilet Blocks, Toilets in the Business blocks & AC Halls, Food Court, Fountains, Underground Reservoir and Pump House, water, drainage and sewerage pipelines etc. OM of fittings, fixture of Toilet Blocks.
Illumination and lights	Outdoor and Indoor Lights should be maintained with sufficient illumination.
Fire fighting	OM along with necessary consumables. OM of fire pumps including periodic over-hauling, greasing, preventive maintenance of sprinkler system leakage, attending to sprinklers as and when necessary. Detection and attending to leakages, if any, within the system. Regular checks and drills as per safety norms.
Drainage and Sewerage	OM along with consumables. This will include periodic cleaning of underground reservoir, preventive measures for chocking of the system of drainage and sewerage lines.
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. Providing necessary plants, saplings, seeds, pots, soil mix, fertilizers, water sprinklers etc for gardening.
Security	The service includes standing security posts and mobile security patrols. Daily BBMP premises security and surveillance procedure. Provide access to authorized personnel and vehicles only as notified / given by BBMP WBTPO. Maintaining assets of the premises. Ensuring prompt action to be taken to prevent or minimize losses related to accidents, fires, property damages, pilferage, theft safety hazards, security breaches and suspicious activity including notification to

	BBMP WBTPO as well as local law enforcement WBTPO. Regular liaison with local PS to control theft and unauthorized entry. Frequent marches across the site. Overseeing at exhibition areas that fair/even organizers are abiding to WBTPO rules for events and exhibitions and no damage is being created to WBTPO's properties. Facilitating handover-takeover of site to and from fair organizers.
Daily Operations	All electrical, plumbing, Wi-fi, outdoor laser display, fountains, clock tower, DG, AC, cctv, and all other technical, operational and human set ups

The scope of work is not exhaustive and indicative to the works/services related to daily operations, maintenance, management, security surveillance and upkeep of the place. All works related to the operation & maintenance and security surveillance are the responsibility of the operator.

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

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	Estimated Cost for 3 years (No. of Employees* Wage Rate*12*3)
Head – Site Facility Manager	1	Sr. Manager (Highly Skilled)	12,297	442,692
Security Officer – Ex Army JCO	1	Manager (Highly Skilled)	12,297	442,692
House Keeping	34	Unskilled	9,239	11,308,536
Security Guard & Traffic Marshal - Civilian	44	Unskilled	9,239	14,634,576
Gardner - Horticulture	5	Unskilled	9,239	1,663,020
Assistant Technician	5	Semi-skilled	10,163	1,829,340
Office Assistant	2	Semi-skilled	10,163	731,736
Assistant Storekeeper	2	Semi-skilled	10,163	731,736
Security Supervisor	4	Skilled	11,180	1,609,920
Electrician	6	Skilled	11,180	2,414,880
Plumber	4	Skilled	11,180	1,609,920
DG Operator	4	Skilled	11,180	1,609,920
Fire Fighter	3	Skilled	11,180	1,207,440
IT/Computer Operator	1	Skilled	11,180	402480
Carpenter	1	Skilled	11,180	402480
Electrical Supervisor	3	Skilled	11,180	1,207,440
Civil Supervisor	3	Skilled	11,180	1,207,440
Miscellaneous	10	Semi-skilled	10,163	3,658,680

Total Manpower Cost		47,114,928
Total Manpower Cost (In Crores) (A)		INR 4.71 Crores
Variable Cost (30% estimated including PF, ESI & Bonus)		14134478
Total Variable Cost (In Crores) (B)		INR 1.41 Crores
Estimated Total Cost (including Variables) (A+B)		INR 6.12 Crores

Bidders may refer the cost estimate provided above

- The selected bidder shall ensure that it deploys the human resource as per the above-mentioned table. They will be paid as per the monthly minimum wage rate (based on the Minimum Wage as per Memo No. 108/Stat/2RW/9/2022/LCS /JLC; dated 06.07.2022). 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 WBTPPO.
- The selected bidder shall ensure that additional resource is deployed as per the WBTPPO'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 WBTPPO. 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	Single Disk machine floor cleaner
2	Wet & Dry Vaccum-30 Ltr.
3	Manual Sweeper
4	High Pressure Jet Spay
5	Lawn Mower
6	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.
- The selected bidder may be required to provide any other machinery necessary for the operations at the site, at their own cost.

4.2 Indicative list of Consumables

S.No	Description of Goods	Unit	Indicative HSN Code
1	Auto Refill	Nos	33074900
2	Automatic Machine With Refill	Nos	33074900
3	Bucket 25Ltr With Metal Handle	Nos	84314100
4	Bucket 7 Ltr With Metal Handle	Nos	84314100
5	Caddy Tray	Nos	84314100
6	Cane Stick - Mop Stick 5 Feet Long	Nos	4404
7	Carpet Brush	Nos	96039000
8	Checked Cloth Big 25"x17"	Nos	63071010
9	Checked Cloth Small 20"x12"	Nos	63071010
10	Cob Web Stick Special	Nos	96039000
11	Coconut Broom	Nos	96031000
12	Cotton Gloves B40	Pair	62160020
13	Sanitizer liquid (550 ml)	Nos	30049099
14	Soft Broom	Nos	96039000
15	Dust Pan	Nos	39249090
16	Mop 50 Cm Refill Roots	Nos	96039000
17	Mop 50 Cm Full Set Roots	Nos	96039000
18	Mop 50 Cm Full Set Local Make	Nos	96039000
19	Mop 50 Cms Refill Local Make	Nos	96039000
20	Mop 75 Cm Full Set Roots	Nos	96039000
21	Mop 75 Cms Refill Roots	Nos	96039000
22	Feather Duster Heavy	Nos	39269099
23	Handwash (Rose Aqua) 250 ml	Nos	34013019
24	Handwash (Rose Aqua) 5 Ltr	Can	34013019
25	Floor Cleaning Cloth / Mop Cloth	Nos	63071010
26	Floor Scrubbing Pad 17" Black	Nos	96039000
27	Floor Scrubbing Pad 17" Green	Nos	96039000
28	Floor Scrubbing Pad 17" Red	Nos	96039000
29	Floor Scrubbing Pad 17" White	Nos	96039000
30	Floor Wiper 12" With Handle	Set	96033090
31	Flushmatic Double - Toilet Bloom	Nos	330749
32	Flushmatic Single - Toilet Bloom	Nos	330749
33	Mop Refill - Kentaki Mop Refill	Nos	96039000
34	Mop Set - Kentaki Mop Set	Nos	96039000
35	Mop Stick Only	Nos	96039000
36	Garbage Bag Bio Degradable Large 10	Nos	39232100
37	Garbage Bag Bio Degradable Small	Nos	39232100
38	Garbage Bag Bio Degradable Kg	Kg	39232100
39	Garbage Bag Extra Large (15 Nos Per	Nos	39232100
48	Aer Pocket	Nos	33074900
49	Goggles Punk Type	Nos	90049020
50	Hand Wash - 250 ml Pump Type	Nos	34013090
51	Hand Wash - 250 ml Pump Type	Nos	34013019
52	Hand Wash Gentle 5 Ltr	Can	34013019
53	Hit Spray Black - 400 ml	Nos	3808
54	Hit Spray Red - 400 ml	Nos	3808
55	Iron /Metal Stick 5 Feet	Nos	39249090
56	Jobby Kit	Nos	96039000
57	Kettle Brush - Corner Brush	Nos	85452000
58	Floor Cleaner - 500 ml	Nos	34022090
59	Mat Cloth	Nos	63071010
60	Micro Mist Refil	Nos	33074900
61	Mug 1 Ltr	Nos	84314100
62	Napthelene Balls - 500 Gms	Nos	29029040
63	Netted Dustbin - Big	Nos	3924
64	Netted Dustbin - Small	Nos	3924

65	Nylon Hand Brush	Nos	85452000
66	Nylon Scrubber	Nos	73231000
67	Air freshner 50 Gms	Nos	33074900
68	Pantry Cap / Disposable Cap	Nos	6307
69	Pantry Gloves	Pair	3926
70	Phenoyl Compound Heavy Grade - 5 Ltr	Can	2908
71	Phenoyl Compound Heavy Grade - 1 Ltr	Ltr	2908
72	Dishwash Liquid 500 ml	Nos	34029051
73	Round Mop Refill	Nos	96039000
74	Round Mop Refill Thread Type	Nos	96039000
75	Rubbar Gloves - Full Size (Red &	Pair	40151900
76	Rubber Gloves - Colour Small	Pair	40151900
77	Scotch Brite Big	Nos	96039000
78	Scotch Brite Small	Nos	96039000
79	Signage Board	Nos	39249090
80	Sponge	Nos	73231000
81	Spray Gun - JD	Nos	84242000
82	Steel Scrubber	Nos	73231000
83	Table Wiper	Nos	96039000
84	Tissue Face Tissue Box - Premium	Nos	48182000
85	Tissue Face Tissue Box - Origami	Nos	48182000
86	Tissue Napkin Royal	Nos	48181000
87	Tissue C Fold Code 31500 Kimberly	Nos	48181000
88	Tissue HRT Jumbo Code 1005 Kimberly	Nos	48182000
89	Tissue HRT Slim Code 12388 Kimberly	Nos	48182000
90	Tissue JRT Roll Jumbo Code 1164	Nos	48181000
91	Tissue M Fold Code 41500 Kimberly	Nos	48181000
92	Tissue Toilet Roll 200 Gm Code 4001	Nos	48181000
93	Tissue Toilet Roll 100 Gm Code 4003	Nos	48181000
94	Tissue C Fold Local Brand	Pkt	48181000
95	Tissue HRT Jumbo Local Brand	Roll	48182000
96	Tissue HRT Slim Local Brand	Roll	48182000
97	Tissue JRT Roll Jumbo Local Brand	Roll	48181000
98	Tissue M Fold Local Brand	Pkt	48181000
99	Tissue Toilet Roll 200 Gm Local Brand	Roll	48181000
100	Toilet Brush Bend/Hockey Type	Nos	96039000
101	Toilet Brush Round	Nos	96039000
102	White Towel (Medium Size)	Nos	63071010
103	Urinal Cube (6 Pieces Per Pkt)	Nos	33074900
104	Urinal Screen (Vectair Brand)	Nos	33074900
105	Patti Plate	Nos	8206
106	Super Lime Awayplus - 5 Ltr	Can	34054000
107	All Klean- 5 Ltr	Can	34054000
108	Carpet Brite 5 Ltr	Can	34054000
109	Dishex L 5 Ltr	Can	34054000
110	Sun Glow - 5 Ltr	Can	34054000
111	Window Shine - 5 Ltr	Can	34054000
112	Aquafine Dc 102-5 Ltr	Can	38119000
113	Kitchen Floor - 5 Ltr	Can	38089400
114	Natural Shine - 5 Ltr	Can	34054000
115	Room Freshner - 5 Ltr	Can	33074900
116	Super Klean - 5 Ltr	Can	34054000
117	Super Lime Away - 5 Ltr	Can	34054000
118	Germ Free - 5 Ltr	Can	38089400

119	101 Carpet Shampoo - 5 Ltr	Can	34029011
120	103 - 5 Ltr	Can	34029011
121	Metal Polish - 200 ml	Can	34052000
122	R1 (Bathroom Cleaner) - 5 Ltr	Can	34029011
123	R2 - (Hard Surface Cleaner) - 5 Ltr	Can	34029011
124	R4 (Furniture Cleaner) - 5 Ltr	Can	34029011
125	R5 - Air Freshner - 5 Ltr	Can	33074900
126	R6 - (Toilet Cleaner) - 5 Ltr	Can	34029011
127	Spiral - (Floor Cleaner) 5 Ltr	Can	34029011
128	Suma Drain - 5 Ltr	Can	34029011
129	Suma D5 - 5 Ltr	Can	34029011
130	Expert Glass Cleaner 500 ml	Can	34022090
131	Expert Floor Cleaner 1 Ltr	Can	34029011
132	Gardening	Plants, soil mix, manure, fertilizers, sees, sapling, pots, watering pipes and all other items needed for gardeing	

The consumables and tools required for Electrical works, plumbing works, gardening, security services, cleaning and upkeeping are to be provided by OM operator at their cost. O&M Operator shall arrange, maintain, replace and replenish of tools, tackles consumables as and when required for performing the Services.

The scope of work is not exhaustive. The list of work, consumables, machineries are indicative only.

5. Brief Description of Bidding Process

To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility. If there's a consortium, the consortium partners should cumulatively meet the criteria laid below, to be eligible for pre-qualification and short-listing:

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

- Owning and/or operating and maintaining, providing security services at Convention Centre, Exhibition Facilities, Leisure Recreation, office complexes, Sports Complexes or Hospitality Industry for at least 3 (three) continuous financial years preceding the Bid Due Date, **And**
- Owning and/or operating and maintaining, providing security services at least 1 project (as outlined point 1 above) of built-up area not less than 75,000 sq. mt; **or**
- Owning and/or operating and maintaining at least 2 (Two) projects of built-up area not less than 46,500 sq. mt each; **or,**
- Owning and/or operating and maintaining at least 3 (Three) projects of built-up area not less than 37,300 sq. mt each

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

- Minimum Net worth of Rs 10 Crores at the close of the preceding financial year
- Minimum average annual turnover of Rs 30 Crores in 3 financial years out of last 7 financial years preceding 31st March 2022
- 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.
- The agency/ firm should possess a valid license granted by West Bengal Private Security Agency Regulation Rules, 2007

- a) Any queries or request for additional information concerning this agreement shall be submitted in online communication (including soft copies) shall clearly bear the following identification/title: Selection of Operator for Operation and Maintenance of 'Biswa Bangla Mela Prangan' at Kolkata. Details of pre-bid meeting and time to be as per 'Notice Inviting e-Tender'.

6. Bid Process

a) Bid opening & Evaluation

- a) The WBTPPO shall open the Bids at Due Date and Time as specified in this document unless intimated otherwise, at the place specified below and in the presence of the Bidders who choose to attend.

West Bengal Trade Promotion Organisation (WBTPPO)
Pratiti, 23 Abanindranath Thakur Sarani (Camac Street), Kolkata - 700017

- b) The WBTPPO will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section

b) Responsiveness of Bids

- Prior to evaluation of Bids, the WBTPPO shall determine whether each Bid is responsive to the requirements of this document. A Bid shall be considered responsive if:
 - i. It is received as per the format prescribed herein.

- ii. It is received by the last date submission of bid online through wbtenders.gov.in
 - iii. It is digitally signed, and prepared in accordance with the terms of this document
 - iv. It is accompanied with the earnest money security
 - v. It contains all the information (complete in all respects) as requested in this document and/or Bidding Documents (in formats same as those specified)
 - vi. It does not contain any condition or qualification.
- c) 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 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 mapped in section 'Brief Description of Bidding Process'.

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.

7. Bid / Proposal Security

- a. The Bidder shall provide a EMD of Rs. 12,00,000/- (Rupees Twelve 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 WBTPO as non-responsive
- c. The WBTPO 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 WBTPO, 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 WBTPO, 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 WBTPO.
- f. The WBTPO 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 WBTPO 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 WBTPO 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 WBTPO
 - 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

8. Fraud and Corrupt Practices

- a. 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, WBTPO 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, WBTPO 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 WBTPO 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.

- b. Without prejudice to the rights of the WBTPPO herein above and the rights and remedies which the WBTPPO may have under the LOA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the WBTPPO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA / LOA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any e-tender or NIT issued by the WBTPPO during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, found by the WBTPPO that the bidder was terminated from their services by any government agency.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the WBTPPO who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the WBTPPO, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process)
 - ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
 - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process
 - iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the WBTPPO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest
 - v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. 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 WBTPPO has its headquarters shall have

exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process

- b. The WBTPPO, 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 WBTPPO 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 WBTPPO, 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.

10. Terms & Conditions

General:

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 WBTPPO 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 Contract

This Work Order will be in force for a period of 3 years and may be renewed based on performance of operator's service and after mutually agreed terms and conditions for another 2 years.

Performance Bank Guarantee

Bank Guarantee: Operator shall furnish to WBTPPO at the time the Operator executes this Work Order, a Bank Guarantee in form satisfactory to WBTPPO, 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 WBTPPO 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 WBTPPO and no forbearance on the part of WBTPPO 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 WBTPPO by Operator hereunder and the insurance to be carried by Operator shall protect WBTPPO and the other members of the WBTPPO 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, WBTPPO 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 WBTPPO pays Operator all sums of money due to it hereunder, the guarantee furnished by Operator to WBTPPO shall continue in full force and effect and protect WBTPPO strictly in accordance with its terms, notwithstanding such payments by WBTPPO to Operator.

The Guarantee shall be valid from the effective date until 3 (three) months after completion date in force and effect and protect WBTPO strictly in accordance with its terms. The performance Bank Guarantees shall be issued to WBTPO 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 WBTPO. 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 WBTPO 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 inclusive of all applicable taxes & GST.

During the scrutiny, if it comes to the notice to tender inviting WBTPO 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, WBTPO reserves to right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

Detailed scope of work:

Detailed scope of work is discussed in Section-3

Penalty:

Any nonperformance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by WBTPO 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 WBTPO shall have the right to terminate the contract / work order with a prior notice of one month & 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: Rs.2500/- p.m. per post or part thereof.
2. Non supply of mobile phone with SIM card: Rs.2000/- per set per month or part thereof
3. Negligence in supply of consumables required for cleaning/pest control-Rs.1000/- per month or part thereof.
4. In case of non-supply of uniform, shoes, mobile phone, & consumable within the specified time the WBTPO shall supply those items at its choice and deduct the incurred cost from the bill imposing 25% service charge as extra.
5. 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 WBTPO. In case the selected bidder

fails to meet the lapses, then 1% of contract value per week will be imposed by WBTPPO as penalty till correction action is taken by operator in full satisfaction of WBTPPO.

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 WBTPPO, 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 WBTPPO 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 WBTPPO will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBTPPO 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.

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 WBTP0, the Operator shall settle the same within two working days on its own account and responsibility. WBTP0 shall not be responsible for any such acts caused as such.

1. Any disputes arising between the WBTP0 workers / employees and the Operator's workers / employees will be settled by the WBTP0 Management and in this issue the decision of the WBTP0 Management will be held to be final and binding.
2. In case WBTP0 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 WBTP0.
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 WBTP0 under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBTP0. Operator shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBTP0 for any purpose whatsoever, and that WBTP0 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 consortium, Lead Partner should have the requisite qualification. Main partners cannot exit without prior permission of WBTP0.
5. In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBTP0 Units / BBMP Units, leading to death or disablement (both temporary and permanent) of the workers / employees of Operator, WBTP0 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.
6. Operator alone (and not WBTP0) 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 WBTP0 for any loss or damage that may arise to WBTP0 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, WBTPO shall not be involved in any manner whatsoever and that Operator shall resolve the same without causing any disturbance to WBTPO's property, its business operations and services.

7. 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.
8. In the event, Operator chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBTPO, Operator shall, take the prior consent of WBTPO before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.
9. 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
10. 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.
11. WBTPO 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.
12. Successful bidder shall have to ensure operation of the system round the clock without any breakdown for which schedule maintenance supported by preventive maintenance shall have to be done. System shall have to be run considering zero tolerance for internal electrical tripping for which continuous testing and checking have to done.
13. Defective machineries / related accessories need to be replaced without delay as per the specifications. Defective items need to be deposited / returned to BBMP WBTPO.
14. If any item needs to change / repair at BBMP which is beyond the above-mentioned scope of work, the Operator should have to take up on written instruction from BBMP WBTPO. Payment for such item / items shall be paid as per prevailing (on the date of trading) PWD schedule. The Items which are not mentioned in PWD schedule - the rate will be decided on the basis of market analysis of the component of work.
15. Operator should disburse salary as per the terms of Minimum Wages Act.
16. 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 Operation, Maintenance and Security personnel engaged by him for works.
17. 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.
18. Operator will be liable to pay uniform and identity cards to personnel deployed by the at BBMP

19. The Operator shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams, rain coats, umbrellas, ID cards and other implements to Operation, Maintenance and Security staff.
20. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1000hrs to 1800 hrs, 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs for O&M and Security Personnel. But the timings of the shift are changeable and shall be fixed by WBTPO from time to time depending upon the requirements.
21. 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.
22. Any of the additional terms and conditions agreed upon between the WBTPO and Operator shall also form a part of this document.
23. The O&M operator shall have to attend any sort of break down maintenance immediately, after giving information to this effect.

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 1: Annexure 1

Letter for Bid

(Refer Clause 3.1.4, 3.14 of the Tender Document)

[On the letter head of the Bidder]

Original or copy No:

Dated:

To,

Sub: Selection of Operator for Operation & Maintenance and Security Services of 'Biswa Bangla Mela Prangan' at Kolkata, West Bengal

Dear Sir/Madam

With reference to your Tender dated -----, I/we, having examined the Tender and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that the WBTPO will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Appendices to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Operator for Operation & Maintenance of the aforesaid Project.
3. I/We shall make available to the WBTPO any additional information it may find necessary or require supplementing or authenticate the submissions.
4. I/We acknowledge the right of the WBTPO to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever
5. I/We certify that in the last 3 (three) years, we/any of the Members any of the consortium member or our/their associates have never been terminated by any government agency for non performance of any contract.
6. I/ We certify that we are not barred by Government of West Bengal (GoWB), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoM/SG/GoI from participating in similar projects as on(Bid Due Date).

7. I/We declare that:

(a) I/We have examined and have no reservations to the, including any addendum issued by the WBTPPO and

(b) I/We do not have any Conflict of Interest in accordance with Clauses of the Tender;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 8 of this NIT, in respect of any tender issued by or any agreement entered into with the WBTPPO or any other public sector enterprise or any government, Central or State and;

(d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Section 8 of this NIT, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the Tender for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, that you may receive nor to invite the bidders to bid for the project without incurring any liability to the Bidders, in accordance with Clause mentioned in the Tender.

9. I/ We understand that the WBTPPO or its representatives shall have the right to physically verify project facilities that are part of the project experience claimed by us. I/ We agree to abide by the decision of the WBTPPO in this regard and hereby waive my/our right to challenge the same on any account whatsoever.

10. I/We believe that we/our Consortium satisfy(s) and meet(s) the net worth criteria and meet the requirements as specified in the Tender.

11. I/We declare that I/we/any Member or Associate, am/are not a member of a/any other Consortium applying for the Project.

12. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory WBTPPO which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/We further certify that in regard to matters relating to security and integrity of the country, we any member of the consortium or any of our/their associates have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.

14. I/We further certify that no investigation by a regulatory WBTPPO is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.

15. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 4 (four) years from the date of Award of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Operator; and (ii) 5% (five per cent) of the Total Project Cost specified in the Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the Tender, I/We shall inform the WBTPPO forthwith along with all relevant particulars and the WBTPPO may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the WBTPPO being liable to us in any manner whatsoever.

17. I/ We understand that the Successful Bidder shall either be an individual, company, Sole Proprietorship, LLP, Partnership incorporate as such prior to execution of the Agreement.

18. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the WBTPPO in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Agreement in accordance with the draft provided by WBTPPO, We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Tender documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the WBTPPO or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

21. I/ We offer a EMD of Rs. 12,00,000/- (Rupees Twelve Lakhs only) only to the WBTPPO in accordance with the Tender Document.

22. The EMD has been submitted to the WBTPPO and a scanned copy of the same has been attached with this submission.

23. I/ We agree and understand that the Bid is subject to the provisions of the Tender documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Agreement is not awarded to me/us or our Bid is not opened or rejected.

24. The amount has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender and the draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions, statutory approvals and project aspects that may affect the project cost and implementation of the project.

25. I/We agree and undertake to abide by all the terms and conditions of the Tender.

26. We, agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Agreement in accordance with the Agreement.

27. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.

28. I/ We shall keep this offer valid for 120 (One Twenty Eighty) days from the Bid Due Date specified in this Tender.

29. I/ We hereby give an undertaking that the WBTPO shall not be responsible to procure any approvals for the project. It shall solely be our responsibility to get all necessary approvals.

30. We hereby agree that in case of any discrepancy or issues, the decision of the WBTPO will be final and binding.

31. I/ We hereby give an undertaking that the plants and machineries installed and commissioned by

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Tender.

Yours faithfully,

(Signature of the Authorized Signatory)

Date

Place:

(Name and designation of the authorized signatory)

Company Seal

Form 1

Pre-Qualification Application

To

The CEO, WBTPPO

Ref: - Quotation for..... (Name of work)

[N.I.T. No. _____]

Dear Sir,

Having examined the pre-qualification documents (as mentioned under Description of Bidding Process), I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity duly authorized to submit the order.

The necessary evidence admissible by law in respect of WBTPPO assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

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

Signature of the Authorized Signatory)

Date

Place:

(Name and designation of the authorized signatory)

Company Seal

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 Tender and other tender documents mentioned therein along with the drawing attached.

My/Our Bid is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed NIT 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 WBTPPO.

I/We also agree to procure tools and other material, at my/our cost required for the contract.

Signature of Bidder

Address of the Bidder

Company Seal

Date

Place

**Form of Bid
Notes on Form of Bid**

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorized Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda.
2. We undertake to commence the contract on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Bid you receive.
5. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Signature of Authorized Signatory : _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Organization Details

A. 1. Name of Applicant (Firm) :

Office Address :

Telephone No. :

Mobile No.:

Email id:

Fax No. :

A. 2. Office Address

Telephone No. :

Mobile No.:

Email id

Fax No. :

A. 3. Name and address of Bankers:

A. 4. Attach an organization chart showing structure of the company with names of Key personnel and technical staff with Bio-data:

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)

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of Start of work	Original date of completion of work	Area of facility managed

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 tendered must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein 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.

Details of Bidder:

Affix duly Attested
P.P.
Size recent
photograph of the
prospective
bidder.

1. Names, address of firm/Agency/ _____
Company and Telephone _____
Numbers. _____

2. Registration No. _____

3. Name, Designation, Address _____
and Telephone No. of _____
authorized person. _____

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

5. Name,Address and _____
Telephone No. of Directors/partners _____

6. Copy of PAN card issued by
Income Tax Department and _____
Copy of previous Financial
Year's Income Tax Return.

7. Provident Fund Account No. _____

8. ESI Code Number _____

9. License number under _____
Contract Labour (R&A)
Act1970, of the employer for
whom the Security Agency is
currently undertaking the work.

10. GST no. _____

11. Details of Earnest

Money deposit: _____

(a) Amount: _____

(b) Payment details

(c) Date of issue: _____

(d) Name of issuing Bank: _____

11. Any other information: _____

12. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(To be furnished in Non-judicial Stamp paper
duly notarized) To be submitted on non-judicial stamp paper of Rs. 100**

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

Signature of the Authorized Signatory)

Date

Place:

(Name and designation of the authorized signatory)

Company Seal

Bid Value calculation

Description	Value in INR (Per Annum)	
Total cost (Including machineries, consumables, Human resource, etc.) including all taxes & GST		

Bidders may quote in reference to estimate provided.

The wage rate will be based on the Minimum Wage as per Memo No. 108/Stat/2RW/9/2022/LCS /JLC; dated 06.07.2022. 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 WBTPPO.

- The selected bidder shall ensure that all personnel get minimum wages as per the Minimum Wages notification of Department of Labor, Govt of West Bengal. The selected bidder 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. The selected bidder will also be responsible of payment of all benefits to all persons employed by them under this NIT.
- The selected bidder shall ensure that additional resource is deployed as per the WBTPPO'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.

Indicative Format of Bank Guarantee as Performance /Security Deposit

THIS DEED OF GUARANTEE executed on this day of at by (Name of the bank) having its Head / Registered Office at Hereinafter referred to as “The Guarantor” which expression shall unless it is repugnant to the subject or context thereof include successor and assigns

In favour of

West Bengal Trade Promotion Organization, having their office at 3, JBS Haldane Avenue, Kolkata – 700 046 (hereinafter referred “WBTPO” which express shall unless repugnant to the context thereof, include its successors and assigns.)

WHEREAS

A. By a Contract Agreement/Work Order dated to be entered into between West Bengal Trade Promotion Organization (WBTPO) and, a company incorporated under the Companies Act, 1956 having its registered office at hereinafter called “the Company” has been granted the contract for

B. In term of the Contract Agreement/ Work Order , the Company is required to furnish to WBTPO an unconditional and irrevocable Bank Guarantee for an amount which is equivalent to 10% of the contract price.

C. At the request of the Company, the guarantor has agreed to provide guarantee for due and punctual performance / discharge by the Company of its obligations under the Agreement/ Work Order .

NOW THEREFORE THIS DEEDS WITNESSETH AS FOLLOW :

1. The Guarantor hereby guarantees the due and punctual performance by the company of all its responsibilities and obligations under the Agreement/ Work Order during the engagement period.
2. The Guarantor shall without demur, pay to WBTPO sums not exceeding in aggregate Rs.....(Rupees.....) only within five (5) days of receipt of a written demand from WBTPO stating that the Company has failed to comply with and fulfill its performance obligations under the Agreement/ Work Order . The Guarantor shall have no obligation to go into veracity of any demand so made by WBTPO and shall pay the amount specified in the demand of WBTPO notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other persons.
3. In order to give effect to this Guarantee, WBTPO shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement /Work Order or other documents or by extension of time for performance granted by the company or postponement / non exercise / delayed exercise of any of its rights by WBTPO or any indulgence shown by WBTPO to the Company and the Guarantor shall

not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by WBTPPO or any indulgence shown by WBTPPO, provided nothing contained herein shall enhance the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force upto (date), which is 12 months from date of execution of this deed.
5. This guarantee shall not be affected by any change in the constitution or winding up of the company / the guarantor or any absorption, merger or amalgamation of the Company / the Guarantor with any other person.
6. Notwithstanding what is stated above, the liability of the guaranteeing bank will not exceed Rs.....(Rs.....) only and any claim in respect of the above has to be made at the bank on or before
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this guarantee pursuant to the power granted under

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED BY Bank by the hand of Shri..... its
..... And authorized official.

Mandate by the Payee for e-Payment

No.

Date:

To

The
(The Head of the office)
(Address of the office)

Subject: Payment through electronic mode.

Sir,

I/we am/are giving option for availing the facility of e-Payment. Kindly arrange to remit the amount to my/our Bank Account hereinafter. The details of my/our particulars are furnished below:

1 . (a) Name of the Claimant/ Payee/Recipient:

(Capital letters)

(b) Address:

(c) Contact No. Land Line:

Mobile:

(d) E-mail:

(e) ID No. XX

Nature of ID: XX

2. (a) Name of Bank:

(b) Name of Branch with Bank Branch Code:

(c) Account Type: Savings / Current / Cash Credit

(d) Bank Account No. CBS allotted a/c. no. :

(e) Branch IFSC:

(f) Branch MICR:

The Bank particulars furnished above is correct and true.

I/we hereby declare that I/we and my/our heirs and successors accept the liability of making good to Government the overpayment, if any, made to me/us under the scheme

I/we hereby authorize..... Branch (name of the Branch) of the..... Bank to receive amount on my/our behalf for credit to my/our account as stated above and further authorise that the receipt of credit given by the bank for the amount of my/our account shall be treated as legal quittance.

Yours faithfully,
(Signature of the Claimant/ Payee/Recipient)

(To be accepted by the Head of Office)

Date:

Signature of the Head of office

B. (a) ID No. & Nature of ID: ID No. (i) For individual: It should be Voter Card, Adhar Card or PAN Card or any other Identity card issued by the State Government/Central Government/ Government Autonomous Bodies/ Local Bodies, (ii) For Autonomous Body/Firm/ Company: Registration No. or PAN / TAN Number or Trade License.

(b) Verification of Bank Particular: Copy of the 1st page of the Pass-Book along with a copy of cancelled\ cheque or certified by the concerned Bank-branch.