



West Bengal  
Industrial Development  
Corporation

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED  
"Protiti",  
23, Abanindranath Tagore Sarani, (Camac Street)  
Kolkata - 700017,  
West Bengal, India

Email: [wbidc@wbidc.com](mailto:wbidc@wbidc.com)  
visit us at: [www.wbidc.com](http://www.wbidc.com)

**TENDER REFERENCE NO: - WBIDC/IP/MK/O&M /2016/01**

TENDER DOCUMENT

FOR

**OPERATION & MAINTENANCE SERVICES**

AT

**MANIKANCHAN SEZ - THE GEM AND JEWELLERY PARK.**

**DECEMBER - 2016**

**DISCLAIMER**

The information contained in this request for proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of West Bengal Industrial Development Corporation Limited (WBIDC), is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is neither an offer nor invitation to any other party. The purpose of this RFP document is to provide interested Bidder(s) with information that may be useful to them to prepare their proposal including financial offers (the "Bid") pursuant to this RFP Document. This specification includes statements, which reflect various assumptions; assessments arrived at by WBIDC in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information each Bidder(s) may require. This RFP document may not be appropriate for all persons, and it is not possible for WBIDC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder(s) who reads or uses the RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder(s) should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information in this RFP document and obtain independent advice from appropriate sources. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBIDC, its employees, advisors and technical Consultant/s accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of law expressed herein. WBIDC and their employees, advisors and technical Consultant/s make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability of completeness of the RFP document and assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Bid stage. WBIDC, its employees, advisors and technical Consultant/s also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in the RFP document. WBIDC may at their absolute discretion, but without being under any obligation to do, so update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that WBIDC is bound to select a Bidder(s) or to appoint the preferred Bidder(s) for the project and WBIDC reserves the right to reject all or any of the Bidder(s) or Bid without assigning any reason. The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by WBIDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder(s) and WBIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid regardless of the conduct or outcome of the Bidding Process.

## List of Important Dates of Bids

**Name of work:**

Operation & Maintenance Services at Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata 700 091.

**Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	09.12.2016
2	Documents download/sell start date (Online)	09.12.2016 at 18.00Hrs
3	Pre Bid Meeting	16.12.2016 at 14.00 Hrs
4	Bid submission start date (On line)	19.12.2016 at 10:30 Hrs
5	Bid Submission closing (On line)	03.01.2017 at 15:00 Hrs
6	Bid opening date for Technical Proposals (Online)	04.01.2017 after 11:00 Hrs
7	Date of uploading list for Technically Qualified Bidder(online)	To be notified later
8.	Date for opening of Financial Proposal (Online)	To be notified later
9.	Duration of Contact	2 (two) years from the date of effect of Work Order
10.	Bid validity	180 (one eighty) Days from the last date of bid submission

## Press Notice

### E-Tender Reference No.: WBIDC/IP/MK/O&M /2016/01

West Bengal Industrial Development Corporation (WBIDC) proposes to selection of contractor for Operation & Maintenance Services and Security & Surveillance services at Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata 700 091.

SI No.	SUBJECT	DESCRIPTION
1.	Place	CN-1,Sector-V,Saltlake , Kolkata -700091, West Bengal, India
2.	Name of work	Operation & Maintenance Services at Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata 700 091.
3.	Duration of Contact	2 (two) years from the date of effect of Work Order
4.	Document download	The total Tender Document can be downloaded from the e-procurement portal <a href="https://wbtenders.gov.in/nicgep/app">https://wbtenders.gov.in/nicgep/app</a> from 09.12.2016 at 18:00 Hrs.
5.	Last date and time for submission of Online Tender	03.01.2017 at 15:00 Hrs

## NOTICE INVITING e-TENDER

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites proposal through e-tenders from renowned and eligible Contractors for undertaking the following work:

Sl. No.	SUBJECT	DESCRIPTION
1	Name of work	Operation & Maintenances (O&M) Services at Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata 700 091.
2	Location of work	CN-1,Sector-V,Saltlake , Kolkata -700091, West Bengal, India
3	Duration of Contact	2 (two) years from the date of effect of Work Order
4	Earnest Money	<b>Rs. 50,000/- (Rupees fifty thousand) only through RTGS/NEFT.</b> The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.
5	Availability of Tender Documents	Tender documents will be available w.e.f. 05/9/2014 from the eprocurement portal <a href="http://www.wbtenders.gov.in/www.wbidc.com">www.wbtenders.gov.in/www.wbidc.com</a> .
6	Site Visit	Bidders are advised to visit the site before submission of bid
7	Pre-Bid Meeting	16.12.2016 at 14:00 hrs at WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
8	Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 03.01.2017 at 15:00 (as per server clock).
9	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> . If required, the bidders may be requested to submit the hard/original
10	Date, time and venue of opening of Technical Bid	04.01.2017 at Time: 11:00 hours (as per server clock). Place: WBIDCL 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.
11	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
12	Validity of the bid	180 (one eighty) days from the date of submission of tender. If any bidder/tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
13	Taxation	Taxes, if any will be mentioned clearly at the price bid. TDS will be deducted at the sources.

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

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## ANNEXURE A

### 1. Background

- ❖ A number of sector specific Industrial parks developed by West Bengal Industrial Development Corporation (WBIDC) in and around Kolkata are gearing up expeditiously for its full scale operation. Common infrastructure facilities in all the parks have been created so that the units in the park can commence operation through the utilization of such common infrastructure facilities. WBIDC, the promoter of the parks have subleased out the modules to the unit holders. The common facilities are being maintained by WBIDC through outsourcing the services. In this scenario it has become necessary to engage capable Service Providers (S.P.) to carry out the Operation and Maintenance (O&M) Services of the common assets within the park. This tender is invited from the capable S.P to provide the Operation & Maintenance services of the park i.e. Manikanchan SEZ – The Gem & Jewellery Park (henceforth MK SEZ), Plot CN-1, Sector – V, Salt Lake City, Kolkata – 700 091 in an effective manner on a competitive bid basis.

### 2. Definition of Work

- ❖ The O&M Service Provider shall provide appropriately equipped and well trained, certified and / or licensed Personnel for Housekeeping and related jobs (as specified later in Annex C) at the industrial park in accordance with the work order. For the total no. of O & M Service Personnel including Housekeeping to be deployed by the Service Provider, Contractor shall intimate its location wise requirement separately. This deputation may increase or decrease based on site requirement with one week advance advice.
- ❖ The O&M Service Provider shall provide the list of personnel along with their curriculum vitae and passport size photographs with full address before deputing them at the park. Service provider is to ensure that Site In-charge of the park shall be responsible person with proper experience for at least two years. The maximum and minimum age limit is 60 years and 25 years respectively.
- ❖ The Service Provider shall ensure that Housekeeping and allied staffs can properly carry out the primary duty of O&M in the park and maintain its assets and inform Security personnel about all nuisances and unsavory activities and / or security breach. The Service Provider shall provide all manpower, supervision, material and equipment necessary to perform and complete the services in all aspects. The Service Provider shall comply with the Agency's Employee Safety Handbook, and Personal Protective Equipment, Confined Space Entry and Hazard Communication Programs or any other requirement as necessary for this purpose to serve as the Service Provider of O&M to industrial area.
- ❖ The Service Provider (S. P.) shall not be entitled to be paid or reimbursed by WBIDC for any services or any other Labour, Supervision, material and O&M works that is in excess of the Scope of Work. Any extra services furnished by the S. P shall be provided only when asked for and the remuneration in respect of the same shall be mutually agreeable to both the parties.

### 3. Bidding Process

#### ❖ Qualification for Requirement

The bidder should have sufficient experience of providing O&M services. Reference List with documentary proof is to be attached on work of similar nature within the past 3 years and details of current work in hand. The turnover of the S. P. for the last 3 (three) years shall also be required to be submitted.

#### ❖ Location of Providing Services

**Manikanchan SEZ –The Gem & Jewellery Park**  
**Plot CN-1, Sector – V, Salt Lake City, Kolkata – 700 091,**  
**West Bengal, India.**  
**Contact Person : Sri Sourav Pal**  
**Ph. 2255 3157 (O)**

❖ **Procedure for Submission of Sealed Bids :**

The Tenderers must submit their bids in two parts in separate sealed covers prominently super scribing as Part I “Technical Bid” and Part II “Financial Bid” and also indicating on each of the covers the Tender Number & Tender due Date.

**Part I: Technical Bid**

Technical Bid should contain complete Technical and Commercial details including data sheets, and relevant documents without price. If the price is mentioned by mistake or deliberately in the Techno Commercial Bid, the said bid shall be liable for disqualification. The total number of manpower along with their individual C.V, training undergone, (if any, with documentary proof) individual passport size photograph to be deployed in the park is to be mentioned in the techno commercial bid by estimating total deployment of manpower to be provided according to shift wise requirement as mentioned in the price schedule in ANNEXURE C.

**The Earnest Money Deposit (EMD) as mentioned in Annexure-B should be submitted within the envelope of Technical Bid. The bid stands cancelled in its entirety if the EMD is not provided.**

**Part II: Financial Bid:**

Financial Bid to be submitted in a separate sealed envelope with full details of taxes and duties as per format furnished in the scope of supply & Price schedule. The price bid should contain the certificate of the tenderer that they will pay the minimum wage throughout the contract period as prescribed by Government of West Bengal. Price bid should be given for the manpower to be deployed. Price in the Financial Bid should be clearly written in figures and also in words. In case of difference between figures and words, the prices, which will be most favorable to the WBIDC, will be taken for consideration of Tender and the same will be binding on the Tenderer.

These two sealed covers (Part I and Part II) shall together be put in a third envelope (Cover III) and this sealed cover shall be super- scribed with “Quotation for O&M services in Manikanchan SEZ- The Gems & Jewellery Park, Techno-commercial and Price bid in separate sealed envelopes inside” and shall be addressed to

**The Managing Director  
West Bengal Industrial Development Corporation Ltd,  
“PROTITI”,  
23, Abanindranath Tagore Sarani,  
Kolkata – 700 017.**

This sealed packet is to be deposited to Sri. Sourav Pal within the specified time & date.

**4. Filling Requirements in Bidding Process:**

- ❖ Bidders must review this Tender Document carefully and ensure that they can provide all the necessary services, infrastructure and personnel to fully support the operations and achieve the given objectives of services requested. Any deviation or substitution may be highlighted on a separate statement.
- ❖ The Bidder is expected to have at least three years’ experience in handling O&M services preferably in industrial establishments/parks or in similar areas and must comply with safety and cleanliness standards as practiced in this trade as applicable to an industrial area.
- ❖ Bidders must acquaint themselves with the area of operation before submission of the bid and shall ensure that they are well acquainted with the job sites, environment including topography, logistics and climate, social environment of locality, prevailing rate of minimum wage, and the trend of increase in minimum wages, etc. WBIDC will in no case be responsible or liable for costs associated with the preparation and submission of bids regardless of the outcome.
- ❖ Offer of the tenderer must be complete in all respects and shall be submitted together with requisite information and appendices within the due date. Tenders should be complete and free from any ambiguity



or changes. The tender should be neatly filled up and signed in all pages of Tender Documents by the authorized signatory of the organization. Offers should be submitted in duplicate in A4 paper.

- ❖ The bidders bid and any annotation or accompanying documentation shall be in English language.
- ❖ The bidder shall sign the proposal, stating the name of the entity to whom the Work / Service Order is to be awarded. Each page of the Tender Document shall be duly signed and sealed by an authorized officer from the Bidder's organization.
- ❖ Bidders shall indicate their full address and telegraphic / phone / fax / e-mail address in the bid document.
- ❖ Bidder will submit the Bid package in its entirety and no alterations will be made to the documents or the wording therein. The bid package will be signed by a duly authorized Officer or Representative of the Company.
- ❖ Telegraphic / email / Tele fax offers, whether received directly by WBIDC or otherwise shall not be considered.

By tendering an offer to provide the services, Bidder accepts the terms of this Invitation to Tender in its totality. Agreed terms shall be included in the Binding Work Order. Bidders shall submit the bid based on the terms and conditions laid down in the tender document without any exception / deviation. If bidder wishes to take the exception / deviation then bidder shall indicate the same explicitly, including financial ramifications, if any arising out of it (i.e., including its impact on the price and consequent financial impact). Price quoted shall be firm and inclusive of all taxes, duties, & levies - if any applicable and should be kept valid for a period of six months from the date of opening of tender.

## **5. Evaluation and Comparison of Bids:**

### **Technical Evaluation:**

- ❖ After opening the bids, the bid document submitted by each bidder will be examined. Any bid which does not meet the technical and commercial requirements set forth in the tender document will be rejected. To assist in the technical evaluation of bids WBIDC may, at its discretion, ask a bidder for clarifications. The request for clarifications and the response shall be in writing.

### **Price Evaluation:**

- ❖ Bidders shall set their prices / rates in specific/firm figures and without any qualification. Prices quoted should be firm. Offers must be quoted by considering prevailing minimum wages notification of Department of Labour, Government of West Bengal, ESI, PF, bonus and all other financial facility to be provided. Each figure shall also be repeated in words and in the event of a discrepancy between the amounts stated in figures and words, the prices, which will be most favorable to the WBIDC, will be taken for consideration of Tender and the same will be binding on the Tenderer.
- ❖ Bid containing qualifying expressions such as 'subject to minimum acceptance', 'subject to immediate acceptance', 'subject to prior commitment' etc. will be disqualified.

## ANNEXURE-B

### GENERAL TERMS AND CONDITIONS:

#### 1. Communication

- ❖ All communications, correspondence & documentation requested in this tender document shall be sent to the below address:

**Managing Director**  
**West Bengal Industrial Development Corporation Ltd,**  
**“PROTITI”, 23, Abanindranath Thakur Sarani,,**  
**Kolkata – 700 017**  
**Tel:(+91-33) 22553700-705**  
**Fax: +91-33-2255-3737**  
**Website: [www.wbidc.com](http://www.wbidc.com)**

#### 2. Definitions

- ❖ The Company shall mean West Bengal Industrial Development Corporation Ltd. (WBIDC Ltd.)
- ❖ The Service Provider shall mean the party in whose favour the Work Order will be issued.

#### 3. Scope of Work

- ❖ As described in Annexure C. Service Provider shall be responsible for and comply with all laws / acts applicable.

#### 4. Rates

##### **Rates to be quoted:**

Rates will be congruent to the minimum wages notification in vogue. In case there is any increase in minimum wages subsequently through notification of Department of Labour, Govt of West Bengal, then the Service Provider may appeal to WBIDC for escalation of monthly rate of labour to accommodate upward revision in minimum wages only with proper documents and justification. WBIDC will only provide the difference of the previous wage rate and the present enhanced wage rate as apparent in the Government Orders under the head Skilled/ semi-skilled/unskilled as applicable for the actual number of personnel physically deployed at the site, (verified on time to time basis by officials of WBIDC), after which WBIDC may consider the hike.

Rate to be mentioned in the work order for labour cost are on per month basis for the entire workforce to be deployed to the Park for 24X7 duty factoring in a total 82 days holydays / leave (One weekly off plus 30 days leave in a year).

#### 5. Taxes

- ❖ Bidder to clearly specify prevailing rate of taxes and duties, if applicable on the service. WBIDC shall deduct Tax Deductible at Source (TDS) from the payment due to the Service Provider in pursuance of provisions of Income Tax Act, 1961 as currently in force and as amended from time to time.

#### 6. Payment Terms

- ❖ Payment shall be made within 21 days from the date of receipt of invoice in triplicate along with following supporting documents:
  - Time/Attendance sheet for the month duly certified by WBIDC’s representative.
  - Proof of wages disbursement sheet to the personnel for respective month.
  - Proof of deposition of statutory dues e.g. PF, ESI etc. to the appropriate authority.

#### 7. Discipline

- ❖ S. P. shall maintain strict discipline and good order among their respective employees and shall abide by and confirm to all instructions by WBIDC governing security operations. Should WBIDC feel for just

cause that the conduct of any of S.P. personnel is detrimental to WBIDC's interest, WBIDC shall ask the S.P. in writing to remove such person(s) from the site immediately.

- ❖ S. P shall furnish at its sole expense and under its exclusive responsibility competent security personnel. The entire work force engaged should be experienced and able to communicate effectively.
- ❖ S.P shall be solely liable for any kind of unlawful activity in the park. It will be their responsibility to stop/ deal with any kind of unlawful activities in the park.
- ❖ S. P shall be solely responsible throughout the tenure of this contract to provide all requirements of its personnel including medical attention, vacation, increment, bonus and time off allowance and any other benefits which may be due to such employees under law and otherwise. WBIDC shall have no responsibility or liability whatsoever in this regards. Wages disbursement by the S.P. to the workers should be by 7th of every month.
- ❖ S. P shall be solely responsible for strict compliance for meeting all statutory requirements of labour and related laws connected with employment and proper record of its personnel. All security guards deployed at sites shall be properly insured.
- ❖ Security & Surveillance personnel posted shall wear proper uniform (No Cargo dress as used by Army Commando) and shoes and shall have badge for identification. S.P. shall provide these items as well as other materials like stick, torch, rope etc to Security & Surveillance personnel guards to perform their duties without any extra cost to the client.
- ❖ WBIDC at its own discretion reserves the right to instruct the S. P. to remove any of S.P.'s security personnel from the site of WBIDC, whose performance and conduct is not satisfactory, and it will be mandatory for the S. P. to execute this instruction.
- ❖ Any matter regarding movement of men / women, vehicles including materials shall be recorded properly in a separate permanent register. The time of entry and exit for vehicles also to be recorded. S.P. shall control all sorts of deviance in the park and restrict/intervene/dissuade any attempt to deface, disfigure, mutilate vandalise the common property of the park.
- ❖ Any loss of material, equipment for the common infrastructure facility shall be to the account of the S. P and the cost of lost items / materials shall be recovered from S. P's monthly bill.
- ❖ Duration of Contract- This Work Order will be in force for a period of twenty four months and can be renewed based on the performance

## **8. Indemnity**

- ❖ S. P has undertaken to defend WBIDC 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.

## **9. Penalty/Termination**

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

## **10. Jurisdiction**

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

## **11. Extra Condition**

- ❖ WBIDC has the right to assign this Work Order to any other company at any stage of execution and the S. P shall not have any objection to the said assignment of this Work Order. WBIDC reserves the right to

accept or reject any or all tenders without assigning any reason thereof and is not bound to award work to the lowest Bidder.

- ❖ WBIDC has the right to split the tender at any time during the contract period or before assigning the job to the bidder.

## **12. Earnest Money Deposit / Performance Bond**

- ❖ Bidders shall be required to furnish with their bids an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand) only through RTGS/NEFT, the details of which is as follows :

Account Name : WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

Account Number : 011010200021340

BANK'S NAME : AXIS BANK LIMITED.

Branch Name : Golpark, Kolkata-19., IFS Code : UTIB0000011

- ❖ The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.
- ❖ The successful bidder may be requested to extend the validity of the bid for a further period of 06 (six) months until a formal Work Order / Purchase Order is executed by the two parties and/or performance bond is submitted by the bidder to WBIDC. The EMD shall be submitted with the bid itself. Bids not accompanied by EMD as above shall be rejected.
- ❖ Successful Bidders shall furnish to WBIDC within 30 days of issue of letter of award a performance security in the form of bank guarantee from an Indian nationalized bank/scheduled bank for a sum equivalent to 1 (One) month billing value as per the Proforma enclosed as Annexure D to the bid document. This bank guarantee / performance bond shall be drawn in favour of WBIDC and shall be valid for a period of 30 (thirty) months from the date of awarding the assignment.
- ❖ The performance bond shall be given on non-judicial stamp paper of requisite value from an Indian nationalized bank / scheduled bankers.

## **13. Dispute**

- ❖ In case of any dispute, decision of the Managing Director, WBIDC Ltd. shall be final and binding on all the stakeholders.

**ANNEXURE C**  
**SCOPE OF WORK**

The O&M Service Provider shall provide appropriately equipped and well trained, certified and/or licensed House Keeping Personnel and other related personnel at the park in accordance with the work order for the upkeep, maintenance, maintenance of fire-fighting equipment, electrical installations, water supply mechanism, beautification and cleanliness of the park.

The Service Provider shall ensure that House Keeping and related works are properly carried out. The Service Provider shall provide all manpower, supervision, material and equipment necessary to perform and complete the services in all aspects. The Service Provider shall comply with the Agency's Employee Safety Handbook, and Personal Protective Equipment, Confined Space Entry and Hazard Communication Programs.

Service Provider shall ensure that all personnel get minimum wages as per the Minimum Wages notification of Department of Labor, Govt of West Bengal .SP 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. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.

Service Provide has to pay uniform, shoes, identity card to the O&M employees within 2 months from the commencement date of the O&M job.

The Service Provider shall not be entitled to be paid or reimbursed by the company for any services or any other Labour, Supervision, material that is in excess of the Scope of Work. Any extra services furnished by the S. P shall be provided when asked for and the remuneration in respect of the same shall be mutually agreeable to both the parties.

Any other function required for suitably managing the property ensuring smooth functioning of the facilities along with providing suggestions for improvement of OM services.

The areas, nature of service and scope of service to be covered under O&M services would include the following:

**Manikanchan SEZ – The Gems & Jewellery Park**

❖ The physical features and area description are set out below:

➤ Land Area : 5.00 Acres (On 2.5 acres phase I was set up. S P to maintain balance portion of land also)

➤ Civil Construction :

❖ Standard Design Factory (SDF) : 13104 Sq. M/141,000 Sq.Ft.

[5 Nos. of Five - Storied Buildings meant for setting up manufacturing units]

➤ 7 – storied Building

➤ Ph I – One SDF with 31 modules

✓ 13 Nos. 325 Sq. M each 4225 Sq. M

✓ 12 Nos. 465 Sq. M each 5580 Sq. M

✓ 03 Nos. 171 Sq. M each 513 Sq. M

✓ 03 Nos. 154 Sq. M each 562 Sq. M

10780 Sq. M

❖ Common Facility Building (CFB): 5112 Sq. M. /55,000 Sq. ft.

Single six storied building provides: Customs office/Canalizing Agents/ Bank Branch/ Office of the Development Commissioner/Specialized Couriers/ Business Centre/ Restaurant/ Exhibition cum Conference Hall/Air-conditioned Open Space Hall.

❖ Other Areas: Canteen Building, Generator/Panel Room, Pump Room etc.

❖ The lists of major equipment installed are listed below:

Sl No	Equipment	Location	Company	Capacity/ Rating (each)
1	KSB Make Submersible pump HP 6.5	SDF	Bore Well Drinking water	For Underground Tank
2	Feed Pump Kirloskar make Monoblock pump HP 3 Type KDS 335 ++	SDF	RO Plant	
3	Feed Pump Kirloskar make Monoblock pump HP 3 Type KDS 335 ++	SDF	RO Plant	
4	Main discharge Pump Siemense Make HP 15	SDF	RO Plant	
5	Cleaning Pump Salmore make HP 0.5	SDF	RO Plant	
6	Water Drain out Pump Khaitan Make HP 0.5	SDF	RO Plant	
7	Submersible Pump KSB Make HP 7.5	SDF	Drinking Water	For Overhead tank
8	Submersible Pump KSB Make HP 7.5	SDF	Drinking Water	For Overhead tank
9	Submersible Pump KSB Make HP 5	CFB	Drinking Water	For Overhead tank
10	Submersible Pump KSB Make HP 5	CFB	Drinking Water	For Overhead tank
11	Submersible Pump KSB Make HP 3	SDF	Drinking Water	For Canteen
12	Submersible Pump KSB Make HP 3	SDF	Drinking Water	For Canteen
13	Sump Pump Modi Make HP 3	SDF	STP	
14	Sump Pump Modi Make HP 3	SDF	STP	
15	Sump Pump	SDF	STP	
16	Modi make	SDF	STP	
17	Air Blow Pump Crompton Graves HP 2 RPM 1440	SDF	STP	
18	Air Blow Pump Crompton Graves HP 2 RPM 1440	SDF	STP	
19	Air Blow Pump Crompton Graves HP 2 RPM 1440	SDF	STP	
20	Air Blow Pump Crompton Graves HP 5 RPM 1440	SDF	STP	
21	Air Blow Pump Crompton Graves HP 5 RPM 1440	SDF	STP	
22	Mixing Pump Laxmi Pvt. Ltd HP 0.5 RPM 1440	SDF	STP	
23	Gardening pump Kirloskar Make HP 1 RPM 2900	SDF	STP	

Sl No	Equipment	Location	Company	Capacity/ Rating (each)
24	Gardening pump Kirloskar Make HP 1 RPM 2900	SDF	STP	
25	Jocky Pump ABB Make, Type HX 160 MLA 2 HP 15 RPM 2990	SDF	Fire Room	
26	Hydrant Pump ABB Make, Type HX 2808 NA 4 HP 100, RPM 1440	SDF	Fire Room	
27	Sprinkler Pump ABB Make, Type HX 2808 NA 4 HP 100, RPM 1440	SDF	Fire Room	
28	Fountain Pump HP 3	CFB	Fountain	
29	Tares Pump ABB Make, Type HX 132 SMB 2 HP 10, RPM 2900	SDF		
30	Tares Pump ABB Make, Type HX 132 SMB 2 HP 10, RPM 2900	CFB		

❖ **Transformer at Manikanchan - SEZ**

<b>No: 1</b>	KVA	1000
	Volt	11 KV/ 0.433
	Amp	52.49/ 1333.37
	S. No	6538 / 1
<b>No: 2</b>	KVA	1000
	Volt	11 KV/ 0.433
	Amp	52.49/ 1333.37
	S. No	6538 / 2
<b>No: 3</b>	KVA	1000
	Volt	11 KV/ 0.433
	Amp	52.49/ 1333.37
	S. No	6538 / 3
<b>No: 4</b>	KVA	500
	Volt	11 KV/ 0.433
	Amp	26.24 / 666.68
	S. No	6539 / 1

<b>No: 5</b>	KVA	500
	Volt	11 KV/ 0.433
	Amp	26.24 / 666.68
	S. No	6539 / 2

❖ **Lift at Manikanchan – SEZ**

✚ **SDF**

<b>No: 1</b>	Passenger Lift	Kone Make, HP 15, KW 11, AMP 27, RPM 1428, Sl. No. 843948
<b>No: 2</b>	Passenger Lift	Kone Make, HP 15, KW 11, AMP 27, RPM 1430, Sl. No. 843990
<b>No: 3</b>	Goods Lift	Kone Make, HP 25, KW 20, AMP 37.5, RPM 1440, Sl. No. 839727

✚ **CFB**

<b>No: 1</b>	Passenger Lift	Kone Make, HP 15, KW 10.8, AMP 22.14, RPM 1430, Sl. No 35120036
<b>No: 2</b>	Passenger Lift	Kone Make, HP 15, KW 10.8, AMP 21.8, RPM 1430, Sl. No. 35120035
<b>No: 3</b>	Goods Lift	Panel Sealed by Kone

✚ **HVAC at Manikanchan – SEZ**

1	Carrier Air Conditioning, Model 30GCO90, Capacity 90 TR X 3 Nos., 145 KW x 3
2	Chilled Water Pump, 2 Kirloskar Make 3 Beacon Make, Capacity 7.5 HP X 5 Nos., 5.5 KW, 11 Amps
3	AHU, ABB Make
a	10 HP, 7.5 KW X 5 Nos. 15 Amps., 1st, 2nd, 3rd, 4th, 5th (2)
b	5 HP, 3.75 KW X 1 No., 7.5 Amps 4th
c	7.5 HP, 5.5 KW X 2 Nos., 11 Amps, Ground & 4th

✚ **Others**

1	DG Set, Sl. No. 387768700, Cummins India Ltd. 1500 RPM, 415 V, 445.2 Amp, C/S 50
2	Fire Engine, Greaves Make, 84 BHP

\*\* The assets will finally be checked by the SP and Client jointly during the issuance of work order.

**1. Schedule showing the Nature, Periodicity and type of Service to be provided**

S.P will be responsible for timely up-keep maintenance & repair of the common assets in the entire park premises (with associated building, open space, car parks, plant & machineries, lift etc.as detailed above and is indicative) as detailed below.

The O&M agency is responsible only for the O&M of the common facilities in the park. Within the module in SDF/Office in CFB/Occupied Canteen/Occupied Restaurant, the responsibility of O&M agency shall be up to



the terminal point of any infrastructure/facility as on the date of handing over. Beside this, any other maintenance inside any module of SDF or inside any Office of CFB or inside Occupied Canteen or inside occupied Restaurant is outside the scope of work.

Obtaining Necessary Licenses & Clearances from local authority under whose jurisdiction the Park falls. The O&M agency shall obtain all necessary statutory approvals required to fulfill their obligations as the turnkey O&M operator for the Park.

The brief outline of the Services to be provided by SP are below:

<b>Identified Service Requirement</b>	<b>Detail of Services / Tasks</b>	<b>Service Frequency</b>
<b>Housekeeping Services</b>	<ul style="list-style-type: none"> <li>• Cleaning of building – exterior side</li> <li>• Cleaning of entrance</li> <li>• Cleaning of loading &amp; un-loading zone</li> <li>• Internal cleaning common areas</li> <li>• Dusting</li> <li>• Dry and wet mopping</li> <li>• Cleaning of garbage bins</li> <li>• Cleaning of store area</li> </ul>	<ul style="list-style-type: none"> <li>• At least once in a day in the morning hours before 9 am</li> </ul>
	<ul style="list-style-type: none"> <li>• Pest control in common areas</li> <li>• Toilet cleaning / wash area</li> <li>• Issue of bills and recoverable service charges from the unit holders and its proper accounting including areas, if any.</li> </ul>	<ul style="list-style-type: none"> <li>• At least once in a month</li> <li>• At least twice in a day</li> <li>• Should be once in a month</li> </ul>
	<ul style="list-style-type: none"> <li>• Ensure that all electric and lift rooms, electrical equipment in common areas are locked at all times and access is limited to authorized personnel only.</li> <li>• Ensure proper safety protections, at all time are maintained.</li> <li>• Ensure all cables and wire connections are clean &amp; firm.</li> <li>• Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.</li> </ul>	<ul style="list-style-type: none"> <li>• On regular basis.</li> </ul>

Identified Service Requirement	Detail of Services / Tasks	Service Frequency
	<ul style="list-style-type: none"> <li>• Ensure all light fittings inclusive of luminaries, lamps, ballasts, starters, transformers, connections etc. are in proper working condition at all times and replacement are to be carried at the earliest.</li> <li>• To take necessary steps to have inspections by statutory authorities carries out at all specified intervals and ensure all licenses / permits etc. are valid at all times and relevant statutory records are properly maintained.</li> </ul>	<ul style="list-style-type: none"> <li>• Through regular inspection.</li> </ul> <p>Appropriate Consumables to be billed for separately for payment on actual basis.</p> <ul style="list-style-type: none"> <li>• Compliance required as per statutory obligation.</li> </ul>
	<ul style="list-style-type: none"> <li>• Ensure periodic testing of oil and dehydration / oil filtration etc.</li> <li>• Rewinding of motors is to be done properly &amp; timely.</li> </ul> <p>Ensure proper and &amp; timely repair of pump set and associated pipelines.</p> <ul style="list-style-type: none"> <li>• Procure diesel for DG sets</li> </ul>	<ul style="list-style-type: none"> <li>• As per operation manual &amp; equipment suppliers.</li> <li>• As and when necessary.</li> </ul>
<b>Infrastructure Road and Culverts</b>	<ul style="list-style-type: none"> <li>• Road repair and restoration</li> <li>• Drain repair, maintenance and restoration including silt clearing</li> </ul>	<ul style="list-style-type: none"> <li>• Regular inspection and repair as when required for roads</li> </ul>
	<ul style="list-style-type: none"> <li>• Sewerage repair and restoration</li> <li>• Manhole maintenance &amp; desalting of channels</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly &amp; positively pre monsoon period</li> </ul>
<b>Telecommunication including Close Circuit Monitoring Area</b>	<ul style="list-style-type: none"> <li>• Regular preventive and breakdown maintenance of all communication equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Checking on daily basis to initiate action as needed.</li> </ul>
<b>Landscape &amp; Gardening</b>	Supporting the maintenance of gardens in open area and other allied services	<ul style="list-style-type: none"> <li>• Alternative days</li> </ul>

The scope of work of the O&M service provider will primarily involve:

1. Obtaining necessary license & clearances from local authority related to the O&M of the park.
2. Taking note of reading of water meters of individual units, electric meters / sub-meters etc. for common facilities and preparing the bills thereof along with the collection of payments.
3. Deliver bills and collections of monthly charges from individual units & submit monthly report. Deposition of cheques to WBIDC/WBSEDCL and other offices as required.
4. Submit defaulters list to WBIDC for every month.

5. Ensuring that all properties belonging to WBIDC including building and common facilities are properly insured that premiums are paid in time if necessary issue reminder to the owner for the same.
6. Ensuring payment of municipal dues if any. Ensuring that WBIDC as owner of parks fulfils all its statutory requirements / responsibilities.
7. Prompt delivery and payment of electricity bills and other statutory bills.
8. To submit monthly report on overall O&M service rendered and inventory list during the month.
9. Detection of defects and coordinating with WBIDC & concerned agency for getting the repairs of the park done.
10. Any other function required for suitability managing the property ensuring smooth functioning of the facilities along with providing suggestions for improvement of O&M services.
11. Billing & Collection - While WBIDC shall pay monthly fees to the O&M operator, the agency shall prepare the monthly O&M bills on behalf of WBIDC; dispatch the same to appropriate owners of the module from time to time and collection of payments and to forward the same to WBIDC with proper documentation.
12. Utility Payments - The O&M agency shall assist WBIDC in making timely payments of utility bills. The utility bills will be paid by WBIDC.
13. Fulfilling Statutory Requirements - The O&M agency shall assist and advise WBIDC regarding the fulfilling any of its obligations as the owner of the building. This will involve obtaining necessary approvals, renewals and obtaining of licenses (e.g. renewal of fire license, license to operate lift etc.) from local / relevant authorities.
14. Insuring the Building & Facilities & Timely Payment of Premium - The O&M agency shall assist WBIDC in getting a suitable insurance policy of the building and timely payment of premium for the same.
15. Procurement of diesel and petrol for DG and lawn mowing machines. The exact cost of diesel for DG will be reimbursed by WBIDC on production of the bills.

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

The major areas to be covered under Operation & Maintenance services would include the following:

Nature	Work to cover
Exterior cleaning of building and structure	All surfaces exposed to external ambience. It is desired not to apply any cleaning chemicals on any electrical switches or panels. Cordoning of the work place should be done and caution sign board to be in place. Use gloves, safety shoes, goggles, safety harnesses at all time.
Cleaning of entrance / outer area	All accompanying surfaces to the main entrance including glass verticals, if any, columns, canopy. Step ways, foot mating etc.
Cleaning at receiving, loading and unloading points	All points to be covered to have a pleasant look.
Cleaning of all wash room, toilet etc.	All points to be covered with de-odorant and disinfectant cleaner. For ladies wash room, only house lady to be deployed
Cleaning of back office, stock hold room	All points to be covered. Use wet floor sign and safety gear.
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

Nature	Work to cover
	appointed place as per standing order of WBIDC.
Dry mopping	For entire office space, staff locker room, stair case and other common areas. Floor, ceilings, selves, doors windows included. Dust should not be disposed off in unauthorised areas. Proper care to be taken while moving heavy equipments while dusting off.
Wet mopping	Change rooms, selves, floors and railings, doors / windows and all common areas, frequency of wet mapping and the timing to be planned.
Dusting	For the entire office area, staff locker room, stair case and other common areas including window grills.
Pest control	For the entire office area, staff locker room, toilets, basement car parking, in the machine and electrical rooms by spraying allowed chemicals which is included.
Gardening & Horticulture	This will include area cleaning, supporting horticulture and gardening initiative along with providing of supply of water. This also includes area cleaning of car parking zone, internal roads. Basic activity is being done by Forest Department.
UPS Failure	Inform OEM and register complain. Ensure follow up for restoration. UPS battery to be checked at routine interval.
Main WBSEB power	Operation and follow up routine check list. In case of outage, DG sets to be started and connect load that are required to be operational during power failure. Inform WBSEB/CESC about power outage and take complain number. Enquire about the nature of failure and likely time for restoration
Signage	Taking proper care of the signage at different points of the park .
DG failure	The DG is meant for only critical services like fire fighting, area lighting, and running of WTP etc. Connect the load manually on the DG. Avoid overloading of DG. Ensure all parameters have stabilized. Generators should be kept ready for operation 24 X 7 basis. For this, all routine and preventive maintenance procedure prescribed in the operation manual to be followed. The O&M agency shall make regular test run of DG set. Also immediate refilling of diesel tanks has to be ensured. The O&M agency shall procure the diesel and lubricant and get the reimbursement from WBIDC as per consumptive norms given by the manufacturer of the DG set.
HT Panel	Follow OEM guidelines.
Electrical Infrastructure	Streetlights, high mast lights, and replacement of light bulbs in common areas as well as the offices inside individual wings along with the required electrical fittings and consumables as required. Consumables are billed separately.

Nature	Work to cover
Water pumps	<p>The park has its own source of water and sufficient water reservoir. The role of O&amp;M operator will be regularly fill up the various reservoirs and ensure uninterrupted supply of water in the park.</p> <p>Water pumps to be maintained for getting water 24 X 7 basis.</p> <p>O&amp;M of pumps and storage areas along with the consumables are required. Oiling of pumps if and when necessary, greasing of parts as and when necessary. This will include periodic (quarterly) cleaning of underground reservoir, overhead tanks. Consumables will be reimbursed. Take up water testing whenever required.</p>
General Plumbing	O & M of the general plumbing works in various places like common toilets and the toilets inside the wings at each floor, water, drainage and sewerage pipelines etc. O&M of fittings, fixtures and common toilets
Street lighting	Street light / high mast street light should be maintained so that during the night time all the street light are operational with sufficient illumination. Consumables will be reimbursed on actual cost basis after verification of the rate and on satisfactory work completion.
Air Condition equipment	Air Conditioner should be maintained properly so that proper comfortable atmosphere is maintained.
Lift	Follow OEM guideline
Fire fighting	O&M along with necessary consumables. O&M of fire pumps including periodic over-oiling, 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 pre safety norms. Consumables will be reimbursed on actual cost basis.
Drainage & Sewerage	O&M along with consumables. This will include periodic (quarterly) cleaning of underground reservoir and overhead tanks, preventive measures for chocking of the system of drainage and sewerage lines (excluding those within the individual toilets in the offices inside the every wings at each floor).

**1. Statutory and Administrative Requirement**

- ◆ The Service Provider is required to follow provisions of Workmen Compensation Act, 1923 and Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1936 as amended from time to time and other rules which are applicable to carry business of Operation & Maintenance.
- ◆ WBIDC shall not be liable for any liability arising out of violation of any statutory compliance.
- ◆ Service Provider shall maintain an attendance register at site and have it certified on a daily basis by our Officer in charge /site in charge.

**2. Replacement:**

- ◆ Service Provider will replace personnel deployed by them not found suitable or WBIDC may ask to

replace without assigning any reason whatsoever. Immediate replacement will be provided in case of absence of any HK and related personnel due to any reason.

**3. Uniform:**

- ◆ Service Provider will be responsible to provide Uniforms, required tool and other gadgets etc to ensure proper maintenance of common assets. The uniform shall clearly identify the employee as a HK personnel and other related works personnel working for the Service Provider. The uniforms should be neat, clean, well pressed and should present professional look.

**4. Accommodation / Food etc.:**

- ◆ WBIDC is not liable to provide any kind of accommodation and food facilities to the personnel at Office, Drill site & Store Yard.

**5. Identity Cards:**

- ◆ HK and other related personnel are required to carry their Identity Card issued by the service provider at all times. The Service Provider is responsible to get all Antecedent Checks conducted for the personnel engaged by them. Detailed Bio Data of all personnel deployed with WBIDC should be submitted for records which will be also given to the police department.

**6. Responsibility:**

- ◆ Service Provider will be fully responsible for any failure of upkeep, maintenance, etc. as specified in the scope for work and shall be liable to reimburse any losses that arise by necessary deductions from the running bills.

**7. Medical/Travelling:**

- ◆ WBIDC is not liable to provide any kind of Medical or Travelling Facilities to the personnel on or off duty periods.

**8. Remuneration:**

- ◆ Service Provider shall ensure that all personnel engaged by them get minimum wages as per the Minimum Wages notification of Department of Labor, Govt. of West Bengal. WBIDC shall pay as per the notification rate from time to time. Payment to S.P. will be subject to statutory deductions e.g. TDS and other taxes, if any.

**9. Duration of Contract:**

- ◆ The contract will be for a period of 24 (Twenty four) months only, (which may or may not be extended for a further agreed upon period after negotiation after the expiry of this period).

**PRICE SCHEDULE**

- ◆ Bidder shall quote the rate on per month basis taking into consideration the entire work force to be deployed to the Park as per shift wise requirement as indicated below. The price quoted should be commensurate with the rate of Minimum Wages as in vogue (specific reference to Minimum Wages order is needed) and should be quoted taking into account 82 holidays (52 days weekly holidays and 30 days earned leave) per year as per the norm. In between if there is any revision in minimum wages; the rate will be revised to that effect as per the modalities indicated earlier.

**MAN POWER SCHEDULE**

Area of Service	Dept. Allocated	Service Frequency	Service Requirement
O&M Service	Upkeep & Maintenance	7 Days/Week	24 Hours/Day; 365 Days/Year

Area of Service	Dept. Allocated	Service Frequency	Service Requirement Duration	Requirement of Manpower
Electric Operation & Maintenance	Electro-Mechanical	7 Days/Week	24 Hours/Day with major engagement in day and evening time	12 (Including 2 firefighting operator)
Water Supply, Plumbing	Electro-Mechanical	7 Days / Week	16 Hours/Day with major engagement in day and evening time	
Fire Fighting	Electro-Mechanical	On requirement basis + routine maintenance	Maintenance and response round the clock	
Lift Operation & Maintenance	Electro-Mechanical	7 Days/Week	24 Hours/Day	Self-Operating included in above
Cleaning	Housekeeping	7 Days/Week	12 Hours/Day	10
General Gardening & Maintenance	Housekeeping	7 Days/Week	8 Hours/Day	
Drainage & Sewerage	Housekeeping	As per requirement	General Supervision/ timely cleaning	
Site In-charge	Overall Supervision of SS & OM Services + Supervisor of HK			1 Since, it is high value SEZ in modern urban growth centre for maintaining higher level services and for security surveillance consideration appointment of an experienced personnel at higher supervisory level is recommended who may designated as Facility Manager.
				Total : 23 Nos.

1. The workers will be categorized as Unskilled/Semi skilled/Skilled as per prevailing Circular of Labour Commissioner, Go WB.
2. The deployment of manpower should periodically be interchanged. The manpower deployed of must have requisite qualification, experience & Statutory Certificates as required.
3. It is to be ensured that no child labour is deployed and statutory dues such as PF, ESI etc. should be paid to employees and all statutory requirements are fulfilled regarding conditions of service.
4. The deployment of manpower will be reviewed by WBIDC at any time without giving any notice.
5. Details of persons deployed to be provided to WBIDC.

**FORMAT OF PRICE BID**

Grade	Unskilled	Skilled	Highly Skilled
Basic Wage	7345	8888	9777
<u>PF@13.36%</u>	981.29	1187.44	1306.21
<u>ESI@4.75%</u>	348.89	422.18	464.41
<u>Bonus@8.33%</u>	291.55	291.55	291.55
Total	8966.73	10789.17	11839.16

Price Bid Schedule			
Manpower Category	* Total Monthly per person in Rs.	No of Person	Annual Total In Rs.
Un-Skilled	8966.73	10	<b>89667.30</b>
Skilled	10789.17	12	<b>129470.00</b>
Highly Skilled	11839.16	1	<b>11839.16</b>
Total Manpower		<b>23</b>	
<b>A.COST OF MANPOWER</b>			230976.46
<b>B. House Keeping Material</b>			10000
<b>C. Tools and Tackeles</b>			5000
<b>D. Total Estimated Cost</b>			245976.46
<b>Say</b>			<b>245976</b>
<b>E. Add: Service Charge as ..... % of (D)</b>			
<b>Total (D+E) in Rs.</b>			

\* The rate is based on the Minimum Wage under notification number 801/Stat/2RW/76/266/2000/LCS/JLC dated 26.06.2016 from 01.07.16 to 31.12.16. The amount indicated includes annual wages, PF, ESI and Bonus as per Statutory norms taking into consideration of the existing applicable Rates against PF, ESI and Bonus components. OMSP will be liable to pay Minimum Wages as applicable from time to time to its employees but no claim due to such variation of Minimum Wage will be entertained by WBIDC during the contract period. However any financial implication due to revision (increase/decrease) of Rates against PF, ESI & Bonus components shall be compensated / adjusted by WBIDC accordingly.



**DIFFERENT FORMS INCLUDING FORM OF BID****Draft Contract Agreement**

THIS AGREEMENT (“Contract Agreement”) is made on the \_\_\_\_\_ day of, 2017 at Kolkata.

BETWEEN:

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

AND

..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Contractor”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

Whereas the WBIDC has invited e-Tender, e-Tender Reference No. : WBIDC/IP/MK/O&M AND S&S/2016/01 for the work “Operation & Maintenance Services and Security & Surveillance services at Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata 700 091”.

AND WHEREAS the Contractor in Pursuant to that advertisement has participated in the tender process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Contract amount”)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The WBIDC shall pay the Contractor the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. Following documents mentioned herein shall form and part this contract:
  - a) e-Tender Document vide ref. No. .... Date .....
  - b) Section-1:List of Important Dates, Press Notice, Notice Inviting e-Tender (NIeT)
  - c) Section – 2: Background Information
  - d) Section – 3: Instructions to Bidders (ITB)
  - e) Section – 4: Qualification Information
  - f) Section – 5: General Conditions of Contract
  - g) Section – 6: Technical Specifications
  - h) Section – 7: Tender Drawings
  - i) Section – 8: Bill of Quantities
  - j) Section –9: Different Forms including Form of Bid
  - k) Work Order vide ref. no. .... Date .....
  - l) Any other documents related to this Tender Purpose.
5. The WBIDC reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work

order/ LOA whichever is later as provided for in the said conditions and to complete the aforesaid Work for 24 months.

7. All payments by the WBIDC under this contract will be made at Kolkata and 30 days from receipt of the bill.
8. In case of any dispute by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only.
9. The various clause & sub-clause of the tender document along with its annexures and modifications made thereon by WBIDC shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the provisions of this Agreement on their parts respectively.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the contractor have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

\_\_\_\_\_  
Signed on behalf of WBIDC  
by its duly authorized official

In the presence of:  
1. Signature \_\_\_\_\_  
Name with address \_\_\_\_\_

\_\_\_\_\_  
2. Signature \_\_\_\_\_  
Name with address \_\_\_\_\_

\_\_\_\_\_  
Signed on behalf of the Contractor

In the presence of:  
1. Signature \_\_\_\_\_  
1. Name with address \_\_\_\_\_

\_\_\_\_\_  
2. Signature \_\_\_\_\_  
Name with address \_\_\_\_\_

**FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT**

To

\_\_\_\_\_ (Name of the Employer)

\_\_\_\_\_ (Address of Employer)

WHEREAS \_\_\_\_\_ (Name and Address of Contractor)

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated

\_\_\_\_\_ to execute \_\_\_\_\_ (Name of Contract and brief description of works) herein after "The Contract."

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up-to a total of \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Form of Bid**

**Form - III**

**Notes on Form of Bid**

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

\_\_\_\_\_ [Date]

To

[Name of Employer]

Authorised 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 for Item Rate Contract of Total Bid Price of Rs. \_\_\_\_\_ (BOTH IN FIGURES AND WORDS).
2. We undertake to commence the works 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).

**Authorized Signature:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_