

Notice Inviting E-Quotation for providing Operation and Maintenance services at Milan Mela Complex, Kolkata

West Bengal Trade Promotion Organization



Date:15.01.16

NIQ Ref No: WBTPO/Tender_for_OandM/109/15-16

All updates and changes shall be notified in the website of WBTPO at

www.wbtpo.in



NIQ- for OM Services at Milan Mela1

WEST BENGAL TRADE PROMOTION ORGANIZATION

E-Quotations are invited from reputed Agencies having sufficient experience in handling operation and maintenance services in large industrial establishments / industrial parks who would be capable of undertaking the following jobs in connection with operation and maintenance services at Milan Mela:

- a. Providing Manpower for Operation and Maintenance Services.*
- b. Providing necessary House Keeping Equipments and Materials*
- c. Providing necessary Tools and Tackles for Operation and Maintenance Services.*

Interested parties may download further details from WBTPO websites www.wbidc.in and www.wbtpo.com on and from **15.01.16**

The total Tender Document can be downloaded from the e-procurement portal www.wbtenders.gov.in/www.wbidc.com from **15.01.16**

The Companies having experience of executing similar jobs may submit their offers after visiting the work site and as per details provided in Tender Document within **29.01.16** before 2:00 PM. The bids are to be submitted through online to <http://wbtenders.gov.in>.

By Order
Chief Executive Officer
WBTPO



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WEST BENGAL TRADE PROMOTION ORGANISATION

MILAN MELA

3, J B S Haldane Avenue

KOLKATA 700 046, PHONE: 033-22517513

NOTICE INVITING e-Quotation (Through Pre-qualification)

1.0 The Chief Executive Officer invites e-quotation of the work detailed in the table below.
(Submission of Bid through **online**)

1.	Name of work	Operation and Maintenance Services at Milan Mela.
2.	Location of work	Milan Mela Complex at 3, J B S Haldane Avenue. Kolkata-700 046
3.	Duration of contract.	12 Month from the date of placement of order, with provision for extension of another 12 (twelve) month with the sole discretion of WBTPO subject to satisfactory performance.
4.	Estimated Cost of the Contract Excluding Service Charge	Rs. 5150889/- annually.
4.	Details of Work	<i>a. Providing Manpower for Operation and Maintenance Services.</i> <i>b. Providing necessary House Keeping Equipments/Consumables</i> <i>c. Providing necessary Tools and Tackles for Operation and Maintenance Services.</i> (For Further Details Refer Section-C)
5.	Earnest Money	Rs. 50000/- (Rupees Fifty Thousand only) by NEFT at following A/c no. of WBTPO. Name of the Bank : ICICI BANK Address : 22, R.N. MUKHERJEE ROAD, KOL-700001 A/c No. : 000601041826 RTGS/NEFT IFSC CODE : ICIC0000006 Beneficiary Name : WEST BENGAL TRADE PROMOTION ORGANISATION Challan Copy should be submitted to the office of WBTPO on or before the last date of submission of bid. However, the scanned copy of NEFT Challan should be uploaded at the time of submission of bid through e-tender.
6.	Availability of Tender	Tender documents will be available w.e.f. 15.01.16 from the e-procurement portal http://www.wbtenders.gov.in/www.wbidc.com
7.	Site Visit	A site visit by the bidder is necessary to understand the scope of work.



8.	Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online before 29.01.16,2p.m.
9.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal http://www.wbtenders.gov.in/www.wbidc.com . If required, the bidders may be asked to submit the hard copy of the technical bid at the time of verification of the documents.
10.	Date, time and venue of opening of Technical Bid	Shall be opened digitally at Milan Mela, 3.JBS Haldane Avenue,Kolkata-700046 on 30.01.16 at 11 p.m. 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	Ninety (90) 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	WBTPO shall withheld Tax Deductible at Source(TDS) from the payment due to contractor in pursuance of provisions of Income Tax Act, 1961 as currently in force and as amended from time to time. Service Tax, VAT and other statutory charge will be provided as per applicable rate. Rates to mention in the quotation shall be exclusive of the statutory taxes as applicable.
14.	Name of concerned Organisation	West Bengal Trade Promotion Organisation
15.	Eligibility of Bidder	Experienced OM Service Provider as detailed in Cl. 1.7
16.	Communication	The CEO, WBTPO, MILAN MELA 3.JBS HALDANE AVENUE, KOLKATA-700046
17.	Contacts	Phone No: 033-22517513



1.1. Definitions

- The Company shall mean West Bengal Trade Promotion Organization(WBTPO)
- The Contractor / Agency shall mean the party in whose favor the Work Order will be issued.
- The OM means Operation and Maintenance.
- The SP means Service Provider.

1.2. Background

To promote infrastructure support for holding fairs / exhibitions / conferences and other events in the city of Kolkata, Milan Mela, the Permanent Trade Fair Complex near Science City off E M By-pass has been promoted by the West Bengal Trade Promotion Organisation (WBTPO), a joint venture between West Bengal Industrial Development Corporation Limited (WBIDC) and Kolkata Municipal Corporation (KMC). A large number of fairs are being held in each year in Milan Mela Complex. Some of the notable fairs during 2015-16 were Kolkata International Book Fair, India International Trade Fair, Handicrafts Fair, TanteerHaat etc.

The 1st Phase of the project comprising development of the fair ground and creation of infrastructure for holding fairs have been completed. Milan Mela comprises of 4 (four) Non AC Halls, Open Air Theatre, Administrative Building, Food Court and Common Service Building etc. having a total built up space of 16,000 sq.mt. The 2nd Phase has also been developed as open fair ground with demarcated area for temporary stalls, pathways, greens, sitting arrangements, toilet facilities etc. The infrastructure facilities viz. underground water reservoir, pump house, water supply arrangement, power supply system, street lighting, storm water drainage, sewerage system, roads, etc. have already been developed. In this scenario it has become necessary to engage capable Service Providers (SP) to carry out Operation and Maintenance (OM) services of the facilities created within Milan Mela Complex. This Expression of Interest is invited from the Operation and Maintenance Service Provider to provide Operation and Maintenance Services of the infrastructure in an effective manner on a competitive bid basis.

List of Major Sensitive Equipments installed in Milan Mela stated hereunder:

Sl. No:	Item	Make	Specification	Area	Qty	Remarks
01	H.T. PANEL	CROMPTON GREAVES	HT VCB 630A, 11KV, (1 I/C, 2 O/G FEEDER.)	CSB	1	
02	DRY TYPE TRANSFORMER	UNIVERSAL (No. 1) & CGL (No. 1)	1500KVA, 11/0.433KVA DYN11, CRT TYPE.	CSB	2	
03	DG SET	CUMMINS, ALTERNATOR -STAMFORD	1010 KVA, RATED BHP -1080, RATED VOLT-415, RATED KW 808, FREQ-50, RPM-1500, BAT-24VDC.	CSB	1	
		CUMMINS, ALTERNATOR -STAMFORD	750 KVA, RATED BHP - 880, RATED VOLT-415, RATED KW 600, FREQ-	CSB	1	



			50, RPM-1500, BAT-24VDC.			
04	LT PANEL	EAP	FLOOR MOUNTED TRANSFORMER – 2500A, BUS COUPLER-1600A.	CSB	1	
05	FIRE PANEL	EAP	500AMPS INDOOR TYPE.	PUMP ROOM	1	
06	MDB- PUMP HOUSE & TOILET	EAP	250AMPS I/C, INDOOR TYPE	PUMP ROOM	1	
07	MDB- FOOD COURT	EAP	OUTDOOR TYPE – 250A I/C	FOOD COURT	1	
08	MDB-1	EAP	INDOOR TYPE 500A I/C	NON AC HALL.	4	
09	AC MDB-1	EAP	INDOOR TYPE 250A I/C	NON AC HALL.	4	
10	POWER DB	EAP	INDOOR TYPE-100A I/C	NON AC HALL.	16	
12	MDB OPEN AIR THEATRE	EAP	OUTDOOR TYPE-250A I/C	O.A.T	1	

- 1.3.** In the event of e-filing, intending bidder may download the tender documents from the website: www.wbtenders.gov.in/www.wbidc.com directly with the help of Digital Signature Certificate and earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of the West Bengal Trade Promotion Organization and also to be documented through e-filing. The original part of online submission of EMD should be submitted physically to the office of the WBTPO under sealed cover before the date and time specified in the tender document.
- 1.4.** Both **Technical bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website www.wbtenders.gov.in/www.wbidc.com. The Tenders are to be submitted through online to the website stated above in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5.** The Technical Bid and Financial Bid should be submitted online by 29.01.16 up to 2-00p.m.
- 1.6.** The **FINANCIAL OFFER** of the prospective Bidders will be considered only if the **TECHNICAL Documents** of the Bidders found qualified by the Chief Executive Officer, WBTPO. The decision of the Chief Executive Officer, WBTPO will be final and absolute in this respect. The list of Qualified Bidders will be displayed both in the website and also in the Notice Board of the office of Chief Executive Officer, WBTPO



and at Milan Mela on the scheduled date and time. (Refer: **FORMAT PRICE BID SCHEDULE in Page: 37**)

1.7. Eligibility criteria for participation in the tender

i. Basic Eligibility:

- The bidders must have at least 3 (three) years experience in handling operation and maintenance services in major industrial establishments / large industrial parks/other such projects.
- The turnover of the bidder exclusively for the operation and maintenance services should be at least Rs. 60.00 lakh during each of the last 3 (three) financial years.

N.B.:-Details communicational address of client must be indicated in the credential certificate of similar nature of work.

ii.

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

iii.

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

iv.

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

v. In case of

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

vi. Registered Partnership Deed (for

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



vii.

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

viii. Where there is a discrepancy between the unit rate & the line item total by multiplication of the unit rate by the quantity, the unit rate quoted shall govern.

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

Qualification criteria:

The Quotation inviting & Accepting Authority will determine the eligibility of each bidder, and the bidders shall have to meet all the minimum regarding:-

a) Financial Capacity

b) Technical Capability comprising of personnel & equipment capability

c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any documents submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be outrightly rejected at any stage without any prejudice.

1.8. Payment Terms:

Payment shall be made within 21-days from the date of receipt of invoice in duplicate, correct in all respect as per full satisfaction of the authority supported with time / attendance sheet duly certified by WBTPO's representative on monthly basis.

(Note: Detailed Break up of Man-power salary disbursement, detailed break up for the items / Tools & Tackles provided for necessary House Keeping / OM / Gardening items shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBTPO may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non performance as specified in the penalty clause 4.8.

1.9. Conditional bid or bid with clause of price variation will be rejected.

1.10. Mobilization of the manpower and resources should be made within 7 days from the of intimation.

1.11. Bid shall remain valid for a period not less than 90 (Ninety) days after the deadline date for Financial Bid submission. Bid valid for a shorter period shall be rejected.

1.12. Important Information:

A. DATE AND TIME SCHEDULE:



Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.Q.Documents(online) (Publishing Date)	15.01.16
2	Date and Time of Pre-bid meeting	19.01.16at2-00 P.M.
3	Documents download startdate(Online)	15.01.16at2-00 P.M.
4	Documents downloadenddate(Online)	29.01.16upto 2-00 P.M.
5	Bidsubmissionstartdate(Online)	21.01.16 at5-00P.M.
6	BidSubmissionclosing(Online)	29.01.16 at 2-00 P.M.
7	LastDateofsubmissionofEarnestMoneyDeposit(Offline)	29.01.16 by2-00 P.M.
8	Bidopeningdatefor TechnicalProposals(Online)	30.01.16(11-00 A.M.)
9	Date of uploading list for Technically QualifiedBidder(online)	Will be informed accordingly
10	Date of uploading final listfor technicallyqualifiedbiddersafterdisposal of appeals.(Online)	Will be informed accordingly
11	Date& Placefor openingofFinancialProposal	Will be informed accordingly
12	Dateofuploadingoflist of biddersalongwiththeofferratesthrough (online).	Will be informed accordingly.

N.B. : In case of any non-scheduled holiday/bandh/strike on any of the date of opening the next working day will be treated as schedule date for the purpose.

B. LOCATION OF CRITICAL EVENT

Pre Bid Meeting	WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 at 3 PM, 30/07/2014.
Bid Submission	ONLINE ON OR BEFORE 2 PM, 29.01.16



Technical BidOpening	SHALL BE OPENED DIGITALLY AT WBTPPO, MILAN MELA, 3 JBS HALDANE AVENUE,KOLKATA-700046 AT 11 PM, 30.01.16.
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1.13.Discipline:

OMSP shall maintain strict discipline and good order among its employees and shall abide by and confirm to all instructions by contractor and company governing security operations. Should company feel for just cause that the conduct of any contractor personnel is detrimental to WBTPPO's interest, WBTPPO shall ask the contractor in writing to remove such person(s) from the site immediately.

OMSP shall furnish at its sole expense and under its exclusive responsibility competent OM service personnel having technical qualification in requisite trade. The entire persons engaged should be experienced and able to communicate effectively.

OMSP shall be solely responsible throughout the tenure of this contract to provide all requirements of its personnel including medical attention, vacation and time off allowance and any other benefits which may be due to such employees under any law and otherwise. Company shall have no responsibility or liability whatsoever in this regards.

OM shall be solely responsible for strict compliance for meeting statutory requirements of labour laws connected with employment and proper record of its personnel. All OM personnel deployed at Milan Mela Complex shall be properly insured.

OMSP service personnel posted shall wear proper uniform and shoes and shall have badge for proper identification. Contractor shall provide these items as well as other materials like tool kit etc. to OMSP's service personnel to perform their duties.

WBTPPO at its own discretion reserves the right to remove any of contractors, OM personnel whose performance and conduct is not satisfactory.

Any matter regarding movement of machinery parts or the equipment as a whole shall be recorded properly in a separate permanent register. The time of entry and exit for such material supported by a chalan also to be recorded.

Any loss of material, equipment for the infrastructure facility shall be to the account of the OM and the cost of lost items / materials shall be recovered from OM's monthly bill.

1.14.Bank Guarantee:

Contractor shall furnish to WBTPPO at the time the contractor 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 contractor or any authorized sub-contractor arising hereunder and further guarantee WBTPPO against loss by reason of breach or default in the performance of any obligation by the contractor or such sub-contractor. No alteration, pre-payment, delay, change, amendment, extension or addition which may be made or agreed to between contractor 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 contractor hereunder and the insurance to be carried by contractor 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 contractor and are not acknowledged as covered by contractor's insurance carrier, WBTPPO at its option, may retain the money due to contractor for the work, a sufficient amount to indemnify it against loss by reason of such claims; provided further that if WBTPPO pays contractor all sums of money due to it hereunder, the guarantee furnished by Contractor to WBTPPO shall continue in full force and effect and protect WBTPPO strictly in accordance with its terms, notwithstanding such payments by WBTPPO to contractor.

The Guarantee shall be valid from the effective date until 3 (three) months after completion date in force and effect and protect WBTPPO strictly in accordance with its terms.

The performance Bank Guarantees shall be issued to WBTPPO 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 WBTPPO. Bidders shall ensure that the Bank Guarantee carries the reference of this tender number. The Bank Guarantee issued from Indian Banks shall be on non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899, and as amended to-date. The name and designation of the officers executing the bank guarantee are to be shown in the bank guarantee and each page of it should be signed / initiated by the executants. Evidence of the authority of the signing officers (e.g. power of attorney) is to be submitted.

No interest would be paid on the Performance Security Deposit.

1.15. Earnest Money:

Rs. 50000/- (Rupees Fifty Thousand only) by NEFT at following A/c no. of WBTPPO.

Name of the Bank : ICICI BANK

Address : 22, R.N. MUKHERJEE ROAD, KOL-700001

A/c No. : 000601041826

RTGS/NEFT IFSC CODE : ICIC0000006

Beneficiary Name : WEST BENGAL TRADE PROMOTION ORGANISATION

Challan Copy should be submitted to the office of WBTPPO on or before the last date of submission of bid. However, the scanned copy of NEFT Challan should be uploaded at the time of submission of bid through e-tender.

- 1.16.** The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Quotation, before submitting offer with full satisfaction, the cost of visiting the sites shall be his own expense. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Biddings shall be reimbursable by WBTPPO. The Chief Executive Officer reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been



incurred by any Bidder at the stage of Bidding.

1.17. Refund of EMD: The Earnest Money of all the unsuccessful Bidder deposited along with the Bid will be refunded on receipt of application from Bidders.

1.18. Conditional/Incomplete tender will not be accepted.

1.19. Price Bid: The intending Bidders are required to quote the service charge **online only** as per Price Schedule (Annexure-I)

The figures indicated in the Price Schedule (Annexure-I) will remain firm for 1 year from the date of issue of the Work Order. No escalation whatsoever shall be allowed unless otherwise stated in Work Order or subsequent amendment to the Work order. The offered rates shall be exclusive of applicable taxes.

The bidder shall only quote service charge in percentage of the annual total of Manpower cost, supply of Housekeeping material and rental charge on supply of tools and tackles.

1.20. Bidders shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act, 1970 (b) Apprentice Act, 1961 and (c) minimum wages Act, 1948 of the notification thereof for any other laws relating thereto and the rules made and order issued thereunder from time to time.

1.21. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, then the bidder's offer will be outrightly rejected without any prejudice.

The C E O, WBTPO reserves the right to cancel the N.I.Q. due to unavoidable circumstances and no claim in this respect will be entertained.

1.22. Before issuance of the **WORK ORDER**, the quotation inviting authority may verify the credential and other documents of the lowest Bidder, if found necessary. After verification if it is found that the documents submitted by the lowest Bidder are either manufactured or false in that case work order will not be issued in favour of the said Bidder under any circumstances.

1.23. Detailed scope of work discussed in Section-C.

BY ORDER
Chief Executive Officer, WBTPO

Copy forwarded for information and wide circulation through Notice Board to:



NIQ- for OM Services at Milan Mela13

1. WBIDC
2. NoticeBoard.

BY ORDER

Chief Executive Officer, WBTPO

SECTION- B INSTRUCTION TO BIDDERS

2.1.0 General guidance fore-Tendering

Instructions/Guidelines for quotations forelectronic submission of the quotations online have been annexed for assisting the Bidder to participate in e-Quotation.

2.1.1. Registration of Contractor

Any contractor willing to take part in the process of e-Quotation will have to be rolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal for e-tender of West Bengal Govt.) the contractor is to click on the link fore-Tendering site as given on the web portal.

2.1.2. Digital Signature certificate (DSC)

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB-Token.

2.1.3

The contractor can search & download NIQ & Quotation Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Quotation Documents.

2.1.4 Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If anyone found to have applied severally in a single job; all his applications will be rejected for that job.

A prospective bidder (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the list of schemes.

2.1.5 Submission of Quotation.

The quotation is to be submitted through online in the websites as stated in Cl.1.3 (Section A) in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).



A. Technical proposal

The Technical proposal should contain complete Technical and Commercial details including an unpriced copy of Financial Proposal. If the price is mentioned by mistake or deliberately in the techno Commercial Bid, the said bid shall be liable for disqualification. The Technical Proposal shall contain complete information (except price) using the Standard Technical Proposal Forms as detailed hereunder in two cover folders duly signed wherever applicable. After providing the necessary information / signatures, scan copies of the same will be uploaded in the e-tender portal.

A-1. Statutory Documents:

- ***Declaration File(Letter for acceptance of all terms and conditions mentioned in NIQ and other technical documents,if any)***
- **Scan Copy of NEFT/RTGS Challan**
- **Tender Document: FORM-I to FORM-VI andAFFIDAVIT- 'Y'.**

A-2. Nonstatutory/Technical Documents:

- i. ProfessionalTax (PT)depositreceiptchallanforthefinancialyear2014-15,PanCard,IT,SaralfortheAssessmentyear2014-15.
- ii. RegistrationCertificateunderCompaniesAct.(ifany).
- iii. RegisteredDeedofpartnership Firm/ Articleof Association&Memorandum.
- iv. PowerofAttorney(ForPartnership Firm/ PrivateLimited Company,ifany).
- v. TaxAuditedReportin3CDFormalongwithBalanceSheet&Profit&LossA/cforthelastthreeyears(yearjustpreceding thecurrent Financial Yearwillbeconsidered asyear–l)
- vi. ClearanceCertificatefortheCurrentYearissuedbytheAssistantRegisterofCo-Op(S)(ARCS)byelawsaretobe submittedbytheRegisteredlabourCo-Op(S)Engineers'Co.-Opt.(S). (if applicable)
- vii. Listof Technicalstaffalongwithstructure&organization.
- viii. CredentialforcompletionofnatureofworkundertheauthorityofState/ CentralGovt.statutory bodiesunderState/CentralGovt.constitutedunder thestatuteoftheState/StateGovt. / Renowned Organizationhaving executed the nature and volume of work as detailed under cl.no.1.7 shall be uploaded.Scannedcopy of OriginalCredentialCertificateshall be uploaded.
- ix. Details of Litigation History if any.

Note:-

Failureofsubmissionofanyoftheabovementionedddocuments(asstatedinA1andA2)willrenderthetenderli



able to summarily rejected for both statutory & non-statutory cover.

B. Financial proposal

i. Price Schedule.

The contractor is to quote the amount in INR online through computer in the space marked for quoting their serial number wise price. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor. A format of the Price Schedule is attached at Annexure-I. Please note clause no. 1.21 of Section A before filling up the price schedule. . **Refer: FORMAT OF PRICE BID SCHEDULE**

C. Tender evaluation authority:

i. Tender will be evaluated by the Tender Committee.

ii. Opening & evaluation of Bid:-

NEFT/ RTGS deposit Challan shall be checked thoroughly.

iii. **Opening of Technical proposal:** - Technical proposals will be opened by the Tender Committee electronically from the website stated using their Digital Signature Certificate.

iv. Intending tenderers may remain present if they so desire.

v. Cover (folder) statutory documents (vide Cl.No.2.1.5.A-1) should be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl.No.-2.1.5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

vi. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.

vii. Uploading of summary list of technically qualified Bidders.

viii. Pursuant to scrutiny & decision of the evaluation committee the summary list of eligible Bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

ix. While evaluation the committee may summon of the Bidders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated timeframe, their proposals will be liable for rejection.

x. Techno-Commercial Evaluation:

After opening the bids, the bid document submitted by each bidder will be examined. Any bid which does not meet the eligibility criteria set forth in the tender document will be rejected. To assist the evaluation of technical plan of bids WBTPO may, at its discretion, ask a bidder for clarifications. The requests for clarifications and response shall be in writing. WBTPO will evaluate and compare all technically and commercially acceptable bids on the



basis of price format to be prepared on the basis of 'Manpower Requirement' as mentioned in Section-C. 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.

APPENDIX-1

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the checkboxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send these selected documents to Non-Statutory folder. Next click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to Upload the Technical Documents.

Sl.No.	Category Name	SubCategory Descripti	Details
A.	CERTIFICATES	CERTIFICATES	VAT&S TAX REGISTRATION CERTIFICATE &ACNOWLEGEMENT 2.PAN 3.PTAX(CHALLN)(2014-15) 4.LATESTITRECEIPT 5.IT-Saral for Assessment Year 2014-15 6. P Tax Challan of November' 15 7. Latest P Tax Return 8. Service Tax Return April' 15 to October' 15



B.	COMPANYDETAILS	COMPANYDETAILS1	1.PROPRITORSHIPFIRM (TRDELICENCE) 2.PARTNERSHIPFIRM (PARTERNERSHIPDEED, TRADELICENCE) 3.LTD.COMPANY (INCORPORATION CERTIFICATE/MOA,TRADE LICENCE) 4.SOCIETY(SOCIETY REGISTRATIONCOPY, TRADELICENCE) 5.POWEROFATTORNOY 6. PF Registration Number & Certificate 7. ESI Registration Number & Certificate
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1.SIMILARNATUREOF WORKDONE&COMPLETIONCERTIFICATE WHICHISAPPLICABLEFOR ELIGIBILITYINTHISTENDER 2.ENLISTMENTCOPY ISSUEBYDEPARTMENT

Sl.No.	CategoryName	SubCategoryDescription	Details
D.	FINANCIAL (INFO)	WORKIN HAND	1.AUTHENTICATED
	2014-2015	P/LANDBALANCESHEET	PROFIT & LOSS AND BALANCESHEET(WITH ANNEXTUREAND 3CD FORMINCASEOFTAX AUDIT)
	2013-2014	P/LANDBALANCESHEET SHEET(WITHANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CDFORM INCASEOFTAXAUDIT)



	2012-2013	P/LANDBALANCESHEET SHEET(WITHANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CDFORM INCASEOFTAXAUDIT)
E.	MANPOWER	TECHNICALPERSONNEL	LISTOFTECHNICAL STAFFSALOGNWITH STRUCTURES&ORGANZATIO N(ASPERNIQ)
G.	OTHERS		Pending litigation History (If any). Other than any documents stated earlier (if necessary).

NOTE: All documentary evidences are to be submitted offline as mentioned in the tender document
Offline submission of documents

Offline submission of documents

The offline documents to be provided in following manner:

- (i) Envelope –I :
Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Bankers Cheque in favour of “West Bengal Trade Promotion Organization” payable at Kolkata along with the covering letter must be submitted in the office of WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 **Before 2.00 PM of 29.01.16** in a sealed envelope marked as “EMD for OM Services at Milan Mela”.
- (ii) Envelope-II:
Copies of document as submitted online in folder A-1. (Statutory document) and all copies of document as submitted in folder A-2 (non Statutory document) shall be submitted in the office of WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 **at 29.01.16 before 2.00 PM** as replica hard copies which would be same and true in all respect with that of online submitted document in a sealed envelope marked as “Documents for OM Services at Milan Mela”.
(If any dissimilarity / ambiguity found between offline submitted document and online submitted document, the online submitted document shall prevail.)

2.1.6 Penalty for suppression/distortion of facts

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balancesheets), or any other documents on demand of the Bid Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the



uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tender on e-Quotation platform for 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the authority may take appropriate legal action against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

2.1.7 AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority through acceptance letter. The notification of award will constitute the format of the Contract.

2.1.8 QUOTATION FOUND TO HAVE SUBMITTED UNDER FALSE NAME:

When a Contractor, whose quotation has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled and his Security Deposit will be forfeited.

SECTION— C

Scope of work

- 3.1** WBTPO invites sealed tender from reputed Service Provider (SP) for overall upkeep, maintenance, repair of the equipment and entire infrastructure facilities of the permanent trade fair complex i.e. Milan Mela. The scope of work of the OMSP will primarily involve -
- (i) Obtaining necessary license and clearance from local authority related to OM of the fair complex.
 - (ii) Taking note of reading of water meters, electric meters / sub-meters and making payment to the concerned authority;
 - (iii) 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.
 - (iv) Service Provide has to pay uniform, shoes, identity card and 5nos Mobile sets (working condition) with connection to the O&M employees within 2 months from the commencement date of the O&M job.



- (v) Ensuring that all properties of Milan Mela Complex 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.
- (vi) Ensuring payment of Municipal Dues, if any. Ensuring that WBTPO as owner of Milan Mela Complex fulfills all its statutory requirements / responsibilities.
- (vii) Detection of defects and coordinating with WBTPO and concerned agencies for getting the repair done.
- (viii) The OM agency 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.
- (ix) Any other function required for suitably managing the property ensuring smooth functioning of the facilities along with providing suggestions for improvement of OM services.
- (x) To submit monthly report on overall OM service rendered and inventory list during the month.

An outline of the services to be provided by SP 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. 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 harness at all times.
*Cleaning of all wash room 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.
*Dry mopping	Non AC Halls (4 Nos.), Administrative Building, Office-cum-Conference Building, Central Service Building, Food Court, OAT, Gate Complex and other open areas. Floor, ceilings, doors, windows and handrails included Dust should not be disposed off at any unauthorized areas.
*Wet mopping	Non AC Halls, Administrative Building, Office-cum-Conference Building, Central Service Building, Food Court, OAT, Gate Complex etc. Frequency of wet mopping and the timing to be planned.
*Pest control	For the Non AC Halls, Administrative Building, Office-cum-Conference



	Building, Central Service Building, Toilet Blocks, Food Court and OAT etc.
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. OM agency shall procure diesel and lubricant and get the reimbursement from WBTPO as per consumption norms given by the manufacturer of DG sets.
H T Panel, LT Panel, Transformer ,DBs,FPBs,JBs etc	Follow OEM guidelines.
Electrical & plumbing Infrastructure	OMSP have 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 Mela Complex. 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 deteriorated. 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.
General Plumbing	OM of the general plumbing works in various places viz. Toilet Blocks, Toilets in the Administrative Building & Non AC Halls, Food Court, Underground Reservoir and Pump House, OAT, water, drainage and sewerage pipelines etc. OM of fittings, fixture of Toilet Blocks.



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.
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 an 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.

***The consumables and tools required for cleaning and upkeeping are to be provided by OMSP.**

3.2. Tools to be Provided by OM Service Provider:

- a) Apart from the essential tools like 500V Megger, Multimeter (3/4 nos.), continuity tester (3/4 nos.), crimping tool, soldering kit, tall ladder to attend street light/ light fittings suspended from hall hangers, tong tester, hydrometer, blower, pipe wrench, die cutting machine, 5 (five) nos Mobile Phone (working condition) for the OM personnel, required spanners and all other required tools for OM activities of the establishment are to be provided by the service providing agency.
- b) The O&M service provider shall have to attend any sort of break down maintenance immediately, after giving information to this effect & incase of spare or any other materials required beyond the scope provided in Cl 3.2 (a) for such maintenance, cost thereof as per prevailing market rate shall be reimbursed on submission of valid document.

3.3. Personnel

OM Service Provider will deploy a core group of service personnel on 24 x 7 hr. basis to attend any situation and intimate the company about location wise requirement separately. This deputation may increase or decrease based on site requirement with one week advice notice. Details of minimum manpower requirement have been stated hereunder.

Area of Service	Deptt. Allocated	Service Frequency	Service Requirement P / D	Requirement of Manpower



Electric Operation and Maintenance	Electro Mechanical	7-days per week	24 hours per day with major engagement in day and evening time.	Electrician -6 DG operator-2 Asst. Technician-2
Water Supply, Plumbing & Sanitary Works	Electro Mechanical	7-days per week	16 hours per day with major engagement in day and evening time.	Sr. Plumber – 1 Plumber-4 Asst. Technician-3
Fire fighting	Electro Mechanical	On requirement basis plus routine maintenance	Maintenance as per norms	Fire Fighting Incharge – 1 Fire fighting Operator-1
Cleaning	House Keeping	7-days per week	8 hours per day	Asst.Supervisor -1 House keeper - 16
Carpentry	Carpenter	7-days per week	8 hours per day	Carpenter -1
General	Overall supervision of OM Services & Milan Mela Office		Responsibility Round the clock	Electrical Supervisor -1, Civil Supervisor-1, Office Assistant - 1 Store Assistant - 1

Required Qualification and experience:

- **Electrical Supervisor:**Diploma in Electrical Engineering with minimum 3 years experience of



working in HT & LT Substation and distribution system. Hand on experience in trouble shooting of electrical faults, maintenance of LT motors, Load calculation & supervision of all electrical works. The supervisor must have the quality to lead the maintenance and operation team.

- **Civil Supervisor:** Diploma in Civil Engineering with minimum 3 years experience in preparation of estimate, supervision construction and maintenance work. The incumbent must have the quality to lead a team.

- **Unskilled Workers:**

- House Keeper:
Sound health with minimum 2 year experience in the field.

- **Semi-skilled Workers:**

- Assistant Technician:

Minimum 3 years working experience in electrical / plumbing installation.

- Office Assistant:

Minimum 2 years experience in the same field. The incumbent must have the knowledge in computer operation.

- Store Assistant:

Class XII pass with good knowledge in computer with minimum 3 years experience of which at least 1 years in handling stores inventory independently.

- **Skilled Workers:**

- Asst. Supervisor

Madhyamik with minimum 10 years experience in the similar field

- Electrician:

He should possess requisite electrical working license with minimum 5 years working experience in industry or in similar installation.

- DG Operator:

ITI or equivalent with minimum 5 years working experience in handling and operation of 500KVA or above DG set.

- Fire Fighting Operator:

Trained in Fire Fighting from recognized institution / govt. body.

- Plumber:

Trained in plumbing job with minimum 5 years experience in the field.

- Carpenter:

Minimum 3 years working experience in relevant field

- **Highly Skilled Workers:**

- Senior Plumber:

ITI or equivalent with minimum 5 years working experience in plumbing and sanitary works in industry or in similar installation.

- Fire Fighting In-charge:

Graduate having high level training in Fire Fighting from recognized institution / govt. body with minimum 10 years experience in the field.



OMSP shall provide the list of personnel along with their curriculum vitae and passport size photographs with full address before deputing them at Milan Mela. Only the person approved by WBTPO shall be deployed at Milan Mela under this Work Order. The minimum age limit 18 years .

The contractor shall be responsible for and comply with all laws / acts applicable for compensation to the personnel including minimum wages, PF, ESI / Workmen Compensation and other applicable monthly / annual benefits etc.

3.4 Providing the housekeeping

The OM agency shall provide the necessary Housekeeping Material Time to time. The estimated cost for the same is 10000.00 (Rupees Ten Thousands) Per Month.

SECTION— D

Termsandconditions

4.1GENERAL:

Unlessotherwisestipulatedalltheworksaretobedoneaspergeneralconditionsandgeneralspecificatio nsas stated in earlier sections.

4.2 PAYMENT TERMS:

Payment shall be made within 21-days from the date of receipt of invoice in duplicate, correct in all respect supported with time / attendance sheet duly certified by WBTPO's representative on monthly basis.



Rates will remain firm for one year from the date of issue of this Work Order. However, 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.

(Note: Detailed Break up of Man-power salary disbursement, detailed break up for the items /Tools & Tackles provided for necessary House Keeping /OM /Gardening items shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBTPO may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non performance as specified in the penalty clause 4.8)

4.3 Duration of Contract :

This Work Order will be in force for a period of 12 (Twelve) months and may be renewed based on performance of contractor's service and after mutually agreed terms and conditions for another 1 (one) year.

4.4 Indemnity:

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

4.5. Termination :

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

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

Or

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

Or

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

Or

(d) Breach and violations of the terms and conditions of the Work Order/Contract by the Contractor by giving 1 months notice the PBG shall stand forfeited.

Or

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

Or

(f) In case the Contractor is not interested to continue then the contractor shall give minimum 3 months notice. If the contractor fails to give the requisite notice then the PBG shall be forfeited in proportion to the



period falling short of the specified notice period.

4.6 JURISDICTION :

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

4.7 EXTRA CONDITION :

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

4.8 PENALTY :

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

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

- i. Vacancy of any post for a period more than 1 month – Rs.2500/- p.m. per post or part thereof.
- ii. Non supply of uniform per person per month-Rs.100/- per person per month or part thereof
- iii. Non supply of mobile phone with SIM card- Rs.2000/- per set per month or part thereof.
- iv. Negligence in supply of consumables required for cleaning/pest control-Rs.1000/- per month or part thereof.
- v. Negligence/irregularity/short supply of small tools-Rs. 1000/- per month or part thereof.
- vi. Negligence/irregularity/short supply of major tools/equipment like Meggar,Crimping tool,soldering kit,tall ladder,pipe wrench,die cutting machine etc-Rs.2000/-from each bill for delay in complying per month or part thereof.
- vii. In case of non supply of uniform, shoes, mobile phone, tools & consumable within the specified time the WBTPPO shall supply those items at its choice and deduct the incurred cost from the bill imposing 25% service charge as extra.

4.9 FORCE MAJEURE

If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then 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.

4.10 BREACH OF TERMS AND CONDITIONS:

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

4.11.OTHER TERMS AND CONDITIONS



- (i) SP shall deal with and resolve each and every dispute which shall arise between the employees supplied by SP on its own account. In case the workers / employees take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the SP shall settle the same within two working days on its own account and responsibility. WBTPO shall not be responsible for any such acts caused as such.
- (i) Any disputes arising between the WBTPO workers / employees and the SP workers / employees will be settled by the WBTPO Management and in this issue the decision of the WBTPO Management will be held to be final and binding.
- (ii) In case WBTPO is unsatisfied with the performance of any of the employees / workers supplied by the SP, the said employee / worker shall be terminated by SP with immediate effect in the next two working days and the dues / payments / arrears or any other reimbursements by whatever name be it called, shall be taken care of by SP on his own account with written intimation / information supplied to PO. In the case of any further delay in carrying out the said action on behalf of SP the said worker / employee shall be treated as outsider to WBTPO.
- (iii) The employees of SP providing the services shall always remain employees of SP for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of SP will not be considered the employees of WBTPO under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBTPO. SP shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBTPO for any purpose whatsoever, and that WBTPO 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.
- (iv) In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBTPO Units / Milan Mela Units, leading to death or disablement (both temporary and permanent) of the workers / employees of SP, 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 SP and the same will be settled taken care of by SP on its own account.
- (v) SP alone (and not WBTPO) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBTPO for any loss or damage that may arise to WBTPO for the non performance of the obligations with regard to all or any statutory compliance to be carried out by SP. For further payments of Bonuses, Gratuity if payable or any other contribution required under any law of land related to the deployed manpower or insurance premiums for workmen compensation, personal accident or employment injury or any, other payments, by whatever name called, statutory or otherwise in any manner whatsoever shall be the responsibility of SP. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of SP, WBTPO shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBTPO's property, its business operations and services.



- (vi) SP shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.
- (vii) In the event SP chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBTPO, SP shall, take the prior consent of WBTPO before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.
- (viii) SP shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units
- (ix) SP shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The SP shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.
- (x) 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.
- (xi) 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.

4.12. Additional Condition

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

FORM-I

PRE-QUALIFICATIONAPPLICATION

To
The CEO, WBTPO

Ref:- Quotationfor.....
.....(Nameofwork).....
.....



[N.I.Q. No. _____]

Dear Sir,

Having examined the pre-qualification documents (N.I.Q. & Volume-I), I /we hereby submit all the necessary information and relevant documents for evaluation.

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

The necessary evidence admissible by law in respect of authority 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 work given in Enclosure to this letter.

We understand that:

(a) Employer can amend the scope & value of the contract bid under this project.

(b) Employer reserves the right to reject any application without assigning any reason;

Date:-

Signature of applicant including title and capacity in which application is made.



DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein 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 Notice Inviting Quotation to complete the proposed contract. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the authority.

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

Signature of Bidder
Postal address of the Bidder



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]

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.
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).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



ORGANISATION DETAILS

A.1.Nameof Applicant (Firm) :

OfficeAddress :

TelephoneNo. :

MobileNo. :

FaxNo. :

A.2.OfficeAddress

TelephoneNo. :

MobileNo. :

FaxNo. :

A.3.NameandaddressofBankers. :

A.4.Attachanorganisationchartshowing
structureofthecompanywithnamesofKeyp
ersonnelandtechnicalstaffwithBio-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 ORGANISATION 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 Rupees.	Original date of Start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion of the work	Reasons for delay in completion (if any)

Note: a) Certificate from the Employer to be attached.

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

(c) Not 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 here in 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.

FORM-VI

DETAILS OF BIDDER:



NIQ- for OM of MilanMela35

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

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

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. Details of Earnest
Money deposit: _____



(a) Amount: _____

(b) Demand Draft/ Pay Order /
Banker Cheque No. _____

(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.

**(Signature of the bidder)
Name and Address
(With seal)**

(To be furnished in Non-judicial Stamp paper

AFFIDAVIT-'Y'



NIQ- for OM of MilanMela37

of appropriate value duly notarized)

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

Signed by an authorised officer of the firm

Title

of the Officer Name of Firm

m with Seal Date

ANNEXURE-I



NIQ- for OM of MilanMela38

FORMAT OF PRICE SCHEDULE

Price Bid Schedule			
Manpower Category	* Total Annual per person in Rs.	No of Person	Annual Total In Rs.
Un-Skilled	102314.15	16	1637026.41
Semi Skilled	112207.04	7	785449.31
Skilled	123077.89	15	1846168.33
Highly Skilled	135025.90	2	270051.79
Electrical Supervisor	216096.60	1	216096.60
Civil Supervizer	216096.60	1	216096.60
Total Manpower		42	
A.COST OF MANPOWER			4970889.03
B. House Keeping Material		10000	120000
C. Tools and Tackles		5000	60000
D.Total Estimated Cost			5150889.03
Say			5150889
E. Add: Service Charge as % of (D)			
Total (D+E) in Rs.			

*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 WBTPO 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 WBTPO accordingly.

ANNEXURE-II



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 Organisation, 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 Organisation (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 in to



veracity of any demand so made by WBTPPO and shall pay the amount specified in the demand of WBTPPO 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, WBTPPO 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 WBTPPO or any indulgence shown by WBTPPO 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.

ANNEXURE-III



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.:

**

Nature of ID: **

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. :

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(e) Branch IFSC [11-digits]:

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(f) Branch MICR [9-digits]:

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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

(Office Seal)

.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.

