



WEST BENGAL VALUATION BOARD

(A STATUTORY BODY UNDER THE DEPTT. OF URBAN DEVELOPMENT & MUNICIPAL AFFAIRS)

GOVT. OF WEST BENGAL, "POURA PRASHASAN BHAVAN" (2nd Floor)

DD-1, Sector-1, Salt Lake, Kolkata - 700 064

Phone No.: 2337-4762, 2337-5998, 2358-5164, Fax No.: 2358-5720 & 2321-0924

E-mail : ms4wbvb@gmail.com, Website : www.westbengalvaluationboard.gov.in

Memo No: 203 /WBVB/ENIT/4E-7/2018

Date : 27.06.2024

NOTICE INVITING e-TENDER (NIT) No. 01/WBVB/2024-25

West Bengal Valuation Board invites bids from competent and experienced contractor/agency/agencies for providing semi skilled Office Peon at its Office for a period of one year. Based on satisfactory performance, the contract may be renewed at the end of each completed year for further two years. The contract period shall commence from the date of notification of award of contract to the selected bidder and will be valid till further order.

1. Date and Time Schedule of e-Tender:

Sl no.	Particulars	Date & Time	
1	Date of publishing N.I.T. & other Documents online	27.06.24	4:00 PM
2	Online documents download start date	27.06.24	4:00 PM
3	Seek Clarification start date	28.06.24	2:00 PM
4	Seek Clarification end date	07.07.24	2:00 PM
5	Online Bid submission start date	03.07.24	11:00 AM
6	Online documents download end date	08.07.24	12:00 PM
7	Online Bid Submission closing date	08.07.24	2:00 PM
8	Online Bid opening date for Technical Proposals	10.07.24	2:00 PM
9	Pre-bid meeting to be held at Office of Tender Inviting Authority	02.07.24	1:00 PM
10	Date of online uploading list for Technically Qualified Bidders	To be notified later	
11	Date of online opening of Financial Proposal	To be notified later	

2. In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled time.
3. The bid submitted should be addressed to the tender inviting authority, i.e. to the Member Secretary, West Bengal Valuation Board as mentioned in Section VII of the

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Bid Documents

4. Bidders may download the e-tender document from the websites <https://wbtenders.gov.in>. Any subsequent notice regarding this e-tender shall be uploaded on the said website. Bidders are requested to check the website regularly for this purpose.
5. Necessary amount of 'Earnest Money Deposit' may be remitted through above stated portal in favour of the West Bengal Valuation Board.
6. Both technical bid and financial bid are to be submitted concurrently with the help of DSC of the owner of the firm.
7. Financial bid of the technically qualified bidders shall be considered for financial evaluation. The decision of the tender committee will be final and absolute in this respect.
8. This RFP document is not an agreement and is not an offer or invitation to any party other than the applicants who are qualified to submit the bids(Bidder). The principle purpose of this RFP document is to provide the Bidders with information to support the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may entail(require). This RFP document may not be appropriate for all persons and it is not possible for the team managing RFP or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. WBVB and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to precision (accuracy), reliability or completeness of the RFP document. WBVB may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP document.
9. Board reserves the right to cancel any proposal/tender/work order at any stage without assigning any reasons thereof.
10. In case of failure to comply with the agreement/work order, EMD and Performance Bank Guarantee may be forfeited and the agency may be debarred from taking part in any tender for three consecutive years.
11. An agreement shall be executed in Non Judicial Stamp Paper with L1 bidder within a stipulated time after issuing 'Award of Contract.'
12. As per Notification No.4374-F(Y) dated 13.07.2017 tax invoices require to be raised by the supplier in support of its claim under the contract showing separately the tax charged in accordance with the provisions of GST Act 2017.
13. Intending bidders while attending Pre-bid meeting should come with written document and proposal to be incorporated in BoQ/NIT, otherwise no action will be taken for BoQ/NIT modification/corrigendum/addendum as the case may be.
14. In case of tie bid, L-1 bidder will be selected in terms of Finance Department Memorandum No.2320-F(Y) dated 07.06.2022.
15. The bidder shall quote a 'Management fee' for providing goods and /or services, as

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applicable in the e-tender. The Management Fee shall be quoted as a reasonable percentage of the total Statutory Monthly Emoluments payable to the total number of (semi- skilled) workers deployed for services in the Board .

Enclosure : Section I to XI


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Member Secretary

West Bengal Valuation Board

Memo No: 203/1(13)/WBVB/ENIT/4E-7/2018

Date: 27.06.2024

Copy forwarded for information and necessary action to :-

1. Principal Secretary, UD&MA Department, Government of West Bengal
2. Sr Special Secretary, UD&MA Department, Government of West Bengal
3. Director, DLB, under UD&MA Department, Government of West Bengal
4. Director, SUDA, under UD&MA Department, Government of West Bengal
5. Director, ILGUS, under UD&MA Department, Government of West Bengal
6. OSD & DDO, WBVB
7. Finance Officer, WBVB
8. Surveying Valuer, WBVB
9. Sr.P.S to Hon'ble Chairman, WBVB
10. AAO(Accounts), WBVB
11. HA, WBVB
12. IT Cell, UD&MA Department, Government of West Bengal with a request to upload the notice in the Departmental website.
13. Guard File


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Member Secretary

West Bengal Valuation Board

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**Bid Documents Including Terms and
Conditions e-Tender for providing semi skilled
Office Peon at West Bengal Valuation Board**

NIT No: 01/WBVB/2024-25

Dated: 27.06.2024

2024-2027

WEST BENGAL VALUATION BOARD

e-Tender Notice

E-Tender for Engagement of Office Peon through Outsourcing at the Office of West Bengal

Valuation Board

SECTION I: NOTICE INVITING e-TENDER (NIT)

1. West Bengal Valuation Board invites bids from competent and experienced contractor/agency/agencies for providing semi skilled Office Peon at its Office for a period of one year. Based on satisfactory performance, the contract may be renewed at the end of each completed year for further two years. The contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender and will be valid till further order.

2. Date and Time Schedule of e-Tender:

Sl no.	Particulars	Date & Time	
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3. In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled time.
4. The bid submitted should be addressed to the tender inviting authority, i.e. to the Member Secretary, West Bengal Valuation Board.
5. Bidders may download the e-tender enquiry document from the websites <https://wbtenders.gov.in>. Any subsequent notice regarding this e-tender shall be uploaded on the said website. Bidders are requested to check the website regularly for this purpose.

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6. This e-tender document comprises the following sections:

Section I: Notice inviting Tender (NIT), i.e., this document

Section II: Preamble

Section III: Requirements

Section IV: Consignee List

Section V: General Conditions of Contract (GCC)

Section VI: General Instructions to Bidders (GIB)

Section VII: Tender Application Form

Section VIII: Price Schedule/ Bill of Quantity

Section IX: Contract Form

Section X: Proforma for Contractor/Agency's Monthly Bill

Section XI: Checklist for Bidders

7. The e-tender shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids uploaded by the bidder online on the e-tender website of <https://wbtenders.gov.in>.

SECTION II: PREAMBLE

1.1 The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

1.2 Definitions:

- i) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the e-tender.
- ii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.
- iii) "Contractor/agency" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- iv) "Office Peon" means, person responsible for handover files, letters, official documents to the concerned officers/Sections and perform other duties assigned by West Bengal Valuation Board.
- v) "Goods" means the articles, material, commodities, consumables etc. which the Contractor/agency is required to West Bengal Valuation Board under the contract.
- vi) "Services" means the scope of work, together with services allied and incidental to the rendering of service of Office Peon, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor/agency covered under the contract.

- vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- viii) "Contract" means the written agreement entered into between the West Bengal Valuation Board and the contractor/agency, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security/ Performance Guarantee" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and / or service and comparing the same with the specified requirement to determine conformity.
- xii) "Day" means calendar day.
- xiii) "Bill of Quantity" is the name for price schedule in e-tender software.

1.3 Abbreviations:

- i. "TE Document" means e-Tender Enquiry Document
- ii. "NIT" means Notice Inviting e-Tender
- iii. "GIB" means General Instructions to Bidders
- iv. "GCC" means General Conditions of Contract
- v. "ESIC" means Employees' State Insurance Corporation
- vi. "EPFO" means Employees' Provident Fund Organization
- vii. "GST" means Goods and Services Tax
- viii. "DSC" means Digital Signature Certificate
- ix. "BOQ" means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender website.
- x. "Office" means Office of the West Bengal Valuation Board.
- xi. "Board" means West Bengal Valuation Board

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SECTION III: REQUIREMENTS

1. **Scope of Work:**

The present tender is being invited for Office Peon Services under which the contractor/agency /agency shall provide trained personnel and will use its best endeavors in rendering such service.

2. **Bidder should visit the site before quoting rates in e-tender:**

Intending bidder should visit the office of West Bengal Valuation Board and make himself thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, labour supply, operational conditions etc. The costs of visiting shall be borne by the bidder. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the office, might be deemed to have reasonably been inferred to be so existing before commencement of the services contract. It shall be deemed that the contractor/agency has undertaken a visit to the office and is aware of the operational conditions prior to the submission of the tender documents.

3. **Assistance to Contractor/agency :**

The contractor/agency shall only be provided with a suitable space within the premises of the office. It shall not be entitled to any other assistance from the Board, in the securing of labour and transportation facilities etc.

4. The contractor/agency shall provide the services absolutely and exclusively to the office of the West Bengal Valuation Board, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, equipment etc. allotted to him by the office for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.

5. **Schedule of work and Special Terms and Condition:**

- As per the requirements of the Board, the authority will engage two numbers (02) of Office Peons through agency. This designated area may include any such areas as specified by the Board.
- The intending bidder should have the knowledge of the sites and locations and the timings during which his organisation will have to provide services in. He should quote his rates based on this. Failure to garner proper knowledge of the ground realities and quoting abnormally low rates will not be an excuse for poor/deficient services on a later date.

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6. Norms of service at different service areas/points

- The personnel to be engaged as office peon will be placed in the respective service areas for duties during their shift. Each shift generally implies 8 (eight) hours of duty. They will remain present in the respective service areas at all times during their duty hours and will leave for short periods only after being permitted by the on duty Officer.

1) **Assignment:** The contractor/agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to a second party to perform the contract. In the event of the contractor/agency contravening this condition, the officer-in-Charge shall be at liberty to place the contract elsewhere at risk and cost of contractor/agency. The contractor/agency shall be liable for any loss or damage, which the Board may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.

2) **Staff to be deployed by contractor/agency at Board**

1) The Office peons provided shall be the employees of the Contractor/agency and all statutory liabilities will be paid by the contractor/agency such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Board prior to placement and fresh list of staff shall be made available by the agency on the event of the proposed personnel does not meet the required criterion or the personnel provided does not meet the required criterion , replacement shall be provided with suitable personnel with an intimation to the Board.

2) **The personnel engaged should have following eligibility criteria :**

- a) Age of the personnel should be between 20 to 50 years (as on 1st January of the respective year of enrolment)
- b) Should have passed Class X.
- c) Should be physically and mentally fit.

3) The contractor/agency shall submit Licence under Contract Labour (Regulation and Abolition) Act to the Board at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm. If the contractor fails to submit the same within the stipulated period, the contract agreement will become invalid.

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- 4) The contractor/agency shall employ adult labour only. Employment of child labour shall render the contractor/agency liable to termination of the contract under GCC Clause 10: Termination for Default. The contractor/agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and other formalities.
- 5) The contractor/agency shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the services suffer due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.
- 6) The contractor/agency at all times should indemnify the Board against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. The Board shall not own any responsibility in this regard. Any penal act, in this regard has to be complied by the agency and the Govt. will not be held responsible for non-performance of the same.
- 7) The contractor/agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to personnel engaged by him for works.
- 8) The contractor/agency shall pay to the staff deployed by it as Office Peon at least the minimum wages as fixed by the state government for semi-skilled workers, EPF, ESI, EDLI contributions, Bonus, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The contractor/agency shall submit documentary evidence of such payment to the in-charge of Board with the contractor/agency's monthly bill. The expenses shall be reimbursed to him by the Board after proper verification. In any eventuality, if the contractor/agency fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, West Bengal Valuation Board authority is entitled to recover the equal amount from any money due or accrue to the Contractor/agency under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged.
- 9) The staff deployed through contractor/agency at the West Bengal Valuation Board shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the Board/ Administrative Department either under the provisions of Industrial

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Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The contractor/agency shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor/agency. **The contractor / agency shall submit the said undertaking in the form of an affidavit to the Board.** In the event of any litigation on the status of the deployed staff, the Board/ Administrative Department shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the Board/ Administrative Department is/ are made necessary parties in dispute to adjudicate the matter, the contractor/agency shall reimburse the expenditure borne by the Board/ Administrative Department for such and the paid amount shall be deducted from the bill of the agency.

- 10) The contractor/agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s). The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, *paan*, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the Board. The staff should be sensitive in dealing with patients and persons accompanying patients and the public at large visiting the Board.
- 11) The contractor/agency and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste, or misuse in any area within its scope of responsibilities in the office, and shall not knowingly lend to any person or identity any of the effects, assets, or resources of the Board, under its control.
- 12) Any loss/ damage etc. to the property, persons (including to patient-parties) of the Board due to negligence/ any omission or commission on part of contractor/agency or his staff, established after an enquiry by authorized representative(s) of the Board/ any higher authority of the Government; shall be recovered from the contractor/agency through appropriate method without prejudice to any other rights and remedies available to the Board.
- 13) Any misconduct/ misbehavior by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of the Board so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and

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- 13) Any misconduct/ misbehavior by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of the Board so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and

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responsibilities, with written intimation to the competent authority about such move.

- 14) The Contractor/agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be **countersigned** by the authorized official of the Board. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor/agency has to give an undertaking (on the format), duly countersigned by the authorized official of the Board, regarding payment of wages as per rules and laws in force.
- 15) All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.
- 16) Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor/agency deployed, the supervisory staff will move in their areas of responsibility.
- 17) The Office Peon shall not accept any gratitude or reward in any shape.
- 18) Under the terms of their employment agreement with the Contractor/agency such Office peons shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.
- 19) The contractor/agency shall do and perform all such services, acts, matters, and things connected with the administration, superintendence, and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Board may issue from time to time and which have been mutually agreed upon between the two parties.
- 20) The West Bengal Valuation Board shall have the right, within reason, to have any person removed that is considered undesirable or otherwise and similarly Contractor/agency reserves the right to change the staff with prior intimation to the Hospital/Medical College.
- 21) The payment would be made electronically only in the bank account of the agency, at the end of every month. Payment will be made upon the working statement approved by the Board

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authority. The working statement will be jointly signed by the representative of the Board and the contractor/agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Board.

22) (a) In case any of contractor/agency 's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of office peon absent on that particular day shall be levied by the Board and the same shall be deducted from the contractor/agency 's bills.

(b) None of the workers deployed on duty shall be permitted to leave his working area without hand over. In case any of contractor/agency 's personnel deployed under the contract fails to report in time and contractor/agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 26 (a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/ misbehavior of contractor/agency's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor/agency's bill. Further, after enquiry, if found guilty, the concerned contractor/agency's personnel shall be removed from the system immediately.

SECTION V: GENERAL CONDITIONS OF CONTRACT

1 Commencement of Service:


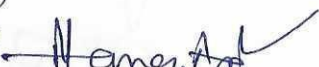
The contractor/agency shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender. Time is the essence of the contract and should be strictly adhered to by the contractor/agency.

2. Eligible Goods and/ or Services

All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied.

3. Eligible and Qualified Bidders

The bidder must be a recognized agency with experience in providing such services in a Government Office or corporate office or any other institution and should not be a consortium


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or joint venture

AND

a) The intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent) of the estimated amount put to tender during 3 (Three) years prior to the date of the issue of this e-Tender notice .

OR

b) The intending tenderer should produce credentials of 2(Two) similar nature of completed works, each having a minimum value of 30 % (Thirty percent) of the estimated amount put to tender during 3 (Three) years prior to the date of issue of this e-Tender notice.

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years) (Submit with documentary evidence**)

Tender No. : _____
Date of opening : _____
Name and address of the Bidder : _____

Order placed by (full address of office)	Order No. and date	Description (Office Peon Services)	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**
1	2	3	4	5	6

Signature and seal of the Bidder

** T h e documentary evidence will be a certificate or bill paid or TDS certificate issued by the end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

The bidder should preferably have the registered office or a branch office in the city/ district of the Board.

3. Earnest Money Deposit (EMD)

Earnest money is payable in favour of the West Bengal Valuation Board as on-line deposit through C:\Users\ADMIN\Desktop\WBVB OFFICIAL\Tender\NIT_Office Peon.docx

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4.6. Refund / Settlement Process:

- a) After opening of the bids and technical evaluation of the same by the tender inviting authority (TIA) through electronic processing in the e-Procurement portal of the State Government, the TIA will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web service.
- b) On receipt of the information through e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which transaction was made. Such refund will take place within T+2 Bank Working Days (Where T means the date on which information on rejection of bid is uploaded to e-Portal by the TIA.)
- c) Once the Financial bid evaluation is electronically processed in the e-Procurement Portal, EMD of the technically qualified bidders other than that of L1 & L2 bidders will be refunded, through an automated process, to the respective bidders' bank account from which payment was made. Such refund will take place within T+2 Bank working days. However, the L2 bidder should NOT BE REJECTED till the LOI (Letter of Intent) process is successful.
- e) If the L1 bidder accepts the LOI and the same is processed electronically in the e- Procurement Portal , EMD of the L2 bidder will be refunded through an automated process ,to the his bank account from which payment was made . Such refund will take place within T+2 Bank working days.(Here T means the date on which information on Award of Contract to the L1 bidder is uploaded in the e-Procurement Portal by the TIA)

- e) As soon as the L1 bidder is awarded the contract and the same is processed electronically in the e-Procurement Portal:-
 - i) EMD of the L1 bidder for tenders of the State Government Offices will automatically get transferred from the pooling account to the State Govt. Deposit head "8443-00-103-001- 07" through GRIPS along with the bank particulars of L1 bidder.
 - ii) Such transfer will take place within T+1 Bank working Days (Here T means the date on which Award of Contract is issued)

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the Government Pooling account of the ICICI Bank.

The amount of Earnest Money to be submitted shall be Rs.6200/-
(Rupees six thousand two hundred) only.

Deposition of earnest money:

- a) **Net Banking** (any of the banks listed in the ICICI Bank gateway) in case of payment through ICICI bank Payment Gateway.
- b) **RTGS/NEFT** in case of offline payment through bank account in any bank.

4.4. Payment by Net Banking:

- a) On selection of net banking as payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a UNIQUE ID) where he will select the bank through which he/ she wants to do the transaction.
- b) Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.
- c) Bidder will receive a confirmation message regarding success / failure of the transaction.
- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender fees.
- e) If the transaction is failure, the bidder will again try for payment by going back to the first step.

4.5. Payment through RTGS/ NEFT:

- a) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having details to process RTGS/NEFT transaction.
- b) The bidder will print the challan and use the pre-filled information to make RTGS / NEFT payment using his bank account.
- c) Once payment is made , the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT / RTGS process to complete , in order to verify the payment made and continue the bidding process.
- d) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- e) But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

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services in the Board. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section X: Proforma of Monthly Bill to be submitted by the Bidder. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.

The Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service, ex-factory/ ex-warehouse/ ex-registered or branch office to the Board's office.

The bidder shall pay to the staff deployed by it at the office of the West Bengal Valuation Board at least the minimum wages as fixed by the state government for semiskilled workers, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He shall be reimbursed by the Board the statutory minimum wages for semi skilled workers and other minimum statutory emoluments paid by it to its staff deployed at the Board, as revised from time to time, on submission of documentary evidence for such with his monthly contractor/agency's bill.

The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis of satisfactory performance, plus extension period, if any.

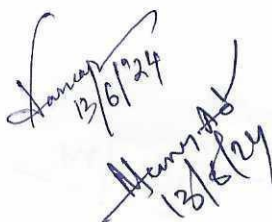
The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates against each Board in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally signed by the bidder.

The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ Hospital/Medical Colleges/ PSUs etc.

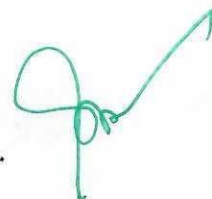
7. **Terms and Mode of Payment**

Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract.

The contractor/agency shall submit bills for payment due to him at the end of each month


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iii) All refunds will be made mandatorily to the Bank A/C from which payment of EMD was initiated.

4.7. The TIA of the government offices will be using their respective e-Procurement User ID and password to view the EMD deposited by the bidders in the pooling accounts.

5. Performance Security

Within 15 (fifteen) days from the date of issue of notification of award by the Board, the contractor/ agency shall furnish performance security to the Board for an amount equal to 1(one) month's estimated gross bill value for Office Peon services, plus, minimum statutory emoluments payable to maximum staff deployable there during this period as per applicable rates on date of commencement of contract. The performance security shall be retained up to 6 (six) months after the date of completion of all contractual obligations by the contractor/agency.

The performance security shall be paid through Demand Draft/Pay Order issued in favour of West Bengal Valuation Board, payable at Kolkata. **No other form of deposit will/ can be entertained except the term mentioned herewith.** The performance security will be reviewed from time to time. **As and when there will be any increase in scope of work, Proportional amount of performance security to be deposited by the bidder before drawal of additional amount.**

In the event of any failure /default of the contractor/ agency with or without any quantifiable loss to the Board, the amount of the performance security is liable to be forfeited by the West Bengal Valuation Board.

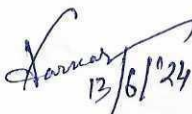
In the event of any amendment issued to the contract, the contractor/ agency shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

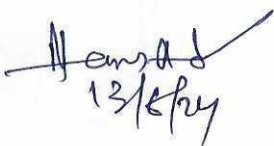
The Board will release the performance security without any interest to the contractor/agency on completion of the contractor/agency's all contractual obligations.

6 Tender Prices

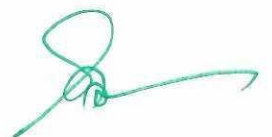
The bidder shall quote a 'Management fee' for providing goods and /or services, as applicable in the e-tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (semi- skilled) workers deployed for

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- vi. Details of any other benefits, facilities etc. availed by him during the billing period from the Board, appropriate consumption charges for which shall be deducted from his monthly contractor/agency's bill.

The contractor/agency shall be absolutely and exclusively responsible for the payment of salary for the staff deployed at the West Bengal Valuation Board **on or before the 7th of each succeeding month** to protect the interest of these staff and to ensure smooth running of services, irrespective of whether or not he may be able to raise the bills or receive payments from the Board by that time.

Payment shall be released to the contractor/agency after deduction of Income Tax deductible at source and other statutory deductions.

Additional compliances to be verified before payment of monthly contractor/agency's bill for the first time by West Bengal Valuation Board:

- i. Performance Security as per GCC Clause 5 has been submitted
- ii. Contract form as per Section X has been signed and exchanged by both the parties
- iii. Contract Labour Licence of contractor/agency submitted, as the case may be

8. Variation, Delay in the Contractor/agency's Performance

The Contractor/agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by the Board in the relevant clauses of the contract.

Subject to the provision under GCC clause 12, any unexcused variation in quality, quantity, delay etc by the Contractor/agency in maintaining its contractual obligations towards performance of services shall render the Contractor/agency liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security
- (iii) Termination of the contract for default.

If at any time during the currency of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall promptly inform the Board in writing about the same and its likely duration and make a request for its

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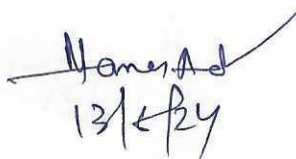
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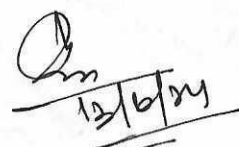
in duplicate to the Member Secretary, West Bengal Valuation Board as per proforma in Section X.

Along with the above bill the contractor/agency shall certify and submit the following documents in duplicate, too:

- i. An abstract sheet of service supplied by him to Board during the month. The abstract sheet should be prepared by him in format of the services Register, as mentioned in Section III, Clause 10 of this e-tender document. The abstract sheet shall be checked and verified by the appropriate authority of the Board. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the Office Peon services has been duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.
- ii. The attendance sheet of the services staff deployed by the contractor/agency, duly authenticated daily by his designated staff and countersigned by appropriate authority of the Board. No payment shall be made for absentee employees.
- iii. The bank statement showing the date on which the previous month's emoluments to the contractor/agency's staff deployed at the Board have been paid through ECS. The contractor/agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). The same is applicable for EDLI Contribution and Administrative Charges paid by contractor/agency for the staff. These expenses shall be reimbursed to the contractor/agency by the Board after proper verification.
- iv. Self declaration, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".
- v. Service Tax deposit challan for tax claimed in preceding month's contractor/agency's bill.


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remedy accordingly. On receiving the Contractor/agency's communication, Board shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor/agency's contractual obligations by issuing an amendment to the contract.

9. Liquidated damages

Subject to GCC Clause 12, if the contractor/agency fails to provide services as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the Total value of Security services supplied as per Row 1 of Part B: Security services Bill of Contractor/agency 's Monthly Bill as per proforma of Section X; as liquidated damages per occasion of default from the contractor/agency 's monthly bill. If the deductions exceed 6 % (six percent) of the total value of Security services supplied in any calendar month, the Board may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in GCC Clause 10: Termination for Default.

10. Termination for default

The West Bengal Valuation Board, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Contractor/agency, terminate the contract in whole or in part, if the Contractor/agency fails to perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Board pursuant to GCC sub-clause 8.3.

In the event the West Bengal Valuation Board terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, the Board may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to the Board for the extra expenditure, if any, incurred by the Board for arranging such procurement.

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Unless otherwise instructed by the Board, the Contractor/agency shall continue to perform the contract to the extent not terminated.

11. Termination for insolvency

If the Contractor/agency becomes bankrupt or otherwise insolvent, the Board reserves the right to terminate the contract at any time, by serving written notice to the Contractor/agency without any compensation, whatsoever, to the Contractor/agency, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Board.

12. Force Majeure

Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor/agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor/agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Board either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the Contractor/agency shall promptly notify the Board in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Board in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

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In case due to a Force Majeure event the Board is unable to fulfil its contractual commitment and responsibility, the Board will notify the Contractor/ agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

13. Termination for convenience

The Board reserves the right to terminate the contract, in whole or in part for its (Board's) convenience, by serving written notice on the Contractor/agency at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Board. The notice shall also indicate inter alia, the extent to which the Contractor/agency's performance under the contract is terminated, and the date with effect from which such termination will become effective.

14. Modification of Contract

If necessary, the Board may, with due approval, issue a written order to the Contractor/agency at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Requirements and Specifications of the services.
- b) Any other area(s) of the contract, as felt necessary by the Board depending on the merits of the case.

In the event of any such modification/ alteration causing increase or decrease in the cost of services to be supplied and provided, or in the time required by the Contractor/agency to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor/agency does not agree to the adjustment made by the Board , the Contractor/agency shall convey its views to the Board within 15 (fifteen) days from the date of the Contractor/agency's receipt of the Board 's amendment/ modification of the contract.

15. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing.

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The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

16. Resolution of disputes

If dispute or difference of any kind shall arise between the Board and the Contractor/agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Board or the Contractor/agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Board and Contractor/agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Board, appointed to be the arbitrator by the Chairman of the Board. The award of the arbitrator shall be final and binding on the parties to the contract.

The venue of arbitration shall be the district from where the contract has been issued or Kolkata, as deemed appropriate by the arbitrator.

17. Applicable Law and Legal Suits

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

All disputes would be decided at the Kolkata jurisdiction.

18. General/ Miscellaneous Clauses

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/agency on the one side and the Board on the other side, a relationship of master and servant or principal and agent.

Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Contractor/agency shall notify the Board of any material change that would impact on

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performance of its obligations under this Contract.

Each member/constituent of the Contractor/agency, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Board for performance of contract/services including that of its Associates/Sub Contractor/agencies under the Contract.

The Contractor/agency shall, at all times, indemnify and keep indemnified the Board against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/agency /its associate/affiliate etc.

All claims regarding indemnity shall survive the termination or expiry of the contract.

19. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

Use of contract documents and information

The Contractor/agency shall not, without the Board's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Board in connection therewith, to any person other than the person(s) employed by the Contractor/agency in the performance of the contract emanating from this e- tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.

Further, the Contractor/agency shall not, without the Board's prior written consent, make use of any document or information mentioned in GCC sub-clause 19.1 above except for the sole purpose of performing this contract.

Except the contract issued to the Contractor/agency , each and every other document mentioned in GCC sub-clause 19.1 above shall remain the property of the Board and, if advised by the Board , all copies of all such documents shall be returned to the Board on completion of the Contractor/agency 's performance and obligations under this contract.

20. In case of tie bid, L-1 bidder will be selected in terms of Finance Department Memorandum No.2320-F(Y) dated 07.06.2022.
21. Bank Solvency Certificate on any date after publishing of this e-tender for an amount

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equal to 3 (three) months' total bill is required to be submitted by the bidder

SECTION VI: GENERAL INSTRUCTIONS TO BIDDERS (GIB)

[For bidding in this e-tender]

1. Introduction

Before formulating the bid and submitting the same to the Board, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.

Expenditure to be incurred for the proposed purchase will be met from the funds available with the Board / consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

2. Corrupt or Fraudulent Practices

It is required by all concerned, namely the Consignee/Bidders/Contractor/agency s/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Board:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

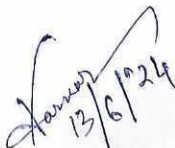
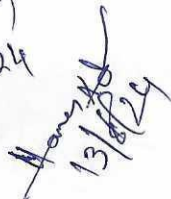
(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Board, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the Board of the benefits of free and open competition;


(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

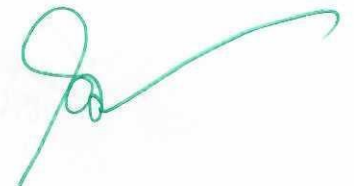
(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Board if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible, a show-cause to be issued followed by reasoned hearing.

Availability of Funds

Expenditure to be incurred for the proposed services will be met from the funds available


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with the Board. The procurement will be in terms of procurement rules of the Government of West Bengal.

3. Bidding, Contracting and Billing Expenses

- 3.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The Board will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
- 3.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract and submission of bills for payment.

4. Clarification on e-Tender Document

- A bidder requiring any clarification or elucidation on any issue of the e-tender document may take up the same with the Board in the pre-bid meeting.
- 4.2. The bidder may also take up the same in writing. The Board will respond in writing to such request provided the same is received by the Board not later than five days prior to the prescribed date of submission of bid.

5. Alternative Bids

Alternative Bids are not permitted.


6. Bid Validity


The bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the Board to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

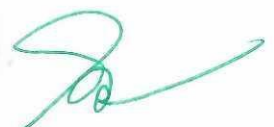
In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the Board, the bid validity shall automatically be extended up to the next working day.

7 Preparation of Bid Documents


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The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the bid.

It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

Bid Documents sent by paper/fax/telex/cable/email etc shall be ignored.

PREPARATION OF BIDS FOR e-TENDER:

8. Registration of Bidder: A bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

9. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbtenders.gov.in>. DSC is issued as a USB e-Token.

The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate.

10. Submission of Bids

Bids are to be submitted online to the website <https://wbtenders.gov.in> in two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copies, duly digitally signed. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

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- 1) Technical Proposal: containing Statutory Cover and Non-statutory cover
- 2) Financial Proposal: containing Bill of Quantity

11. Technical Proposal: Statutory Cover

Statutory Cover shall contain the following documents:

A) Tender Documents:

- i) Application to participate in e-tender as per Section VIII: Tender Application Form
- ii) Notice Inviting Tender: Sections 1 to XII

B) Proof in support of EMD submission

12. Technical Proposal: Non-Statutory Cover

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the 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 using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250 dpi.

12.3. Non Statutory Cover will contain following documents

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"> i. Income Tax PAN ii. Professional Tax paid challan for the financial year 2023-24 iii. Permanent GST Registration Certificate iv. ESIC Code Number Allotment. v. EPFO Registration.
B.	Company Detail(s)	Company Detail	<ol style="list-style-type: none"> i. Certificate of Incorporation/ Partnership Deed ii. Trade Licence for the Financial Year 2023-24 iii. Power of Attorney in favour of signatory of bid
C.	Credential	Credential – 1	Performance Statement as per format described in General

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			Conditions of Contract, Clause 3; with supporting documents
D.	Documents	Documents	<p>i. Audited Balance Sheet & Profit & Loss A/c of last 3 years counting backwards from financial year 2020-21, 2021-22 and 2022-23 with due certification of a C.A firm containing membership no. and UDIN.</p> <p>ii. Name, address of banker, account number</p>
			<p>iii. Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill</p> <p>iv. Address proof for registered and/or branch office of bidder, (preferably in district of Board)</p> <p>v. Bidder's Undertaking as per General Instructions to Bidders, Clause 13 below</p>

13. Bidder's undertaking:

13.1 The bidder shall provide an undertaking that the proprietor/ promoter/ director of the firm, its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de- barred, blacklisted by any government ministry/ Department/Autonomous Body/ local government/ PSU/ Pvt. Institution etc. in the last two years from scheduled date of opening of this e-tender.

14. Financial Proposal: Bill of Quantity

14.1 The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer Section VIII: 'Price Schedule/ Bill of Quantity' for a print copy of the BOQ.

OPENING OF TENDER

15. The Board will open the bids after the specified date and time as indicated in the NIT.

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16. **Opening of Technical Proposals:**

Technical proposals will be opened by members of the Tender Evaluation Committee electronically from the e-tender website using their Digital Signature Certificates (DSCs).

In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.

IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR e-TENDER BY THE BIDDER IN HIS TECHNICAL PROPOSAL IS NOT SUBMITTED OR IS FOUND TO BE DEFICIENT IN ANY MANNER AT ANY STAGE AFTER OPENING OF BID, THE BID MAY BE SUMMARILY REJECTED.

If a Bid is not substantially responsive, it will be rejected by the Board. Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.

During evaluation the Committee may summon bidders and seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.

The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.

19. **Bidder's Capability to Perform the Contract**

The Board through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.

The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production/ service capabilities for satisfying all the requirements of the Board as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the Board including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of Board.

AWARD OF CONTRACT

20. **Board's Right to accept any bid and to reject any or all bids**

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The Board reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

In case of more than one L1 bidder, the provisions mentioned in the memo no. 2320 dated 07.06.2022 will be followed.

21. Award Criteria

Subject to GIB clause 19 above, the contract will be awarded to the lowest evaluated responsive bidder per Board. The list of successful bidder(s) shall be uploaded online. **In case of tie, only one bidder should be selected.**

22. Variation of Quantities at the Time of Award, During Currency of Contract

At the time of awarding the contract, the Board reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in tender without any change in the unit price and other terms and conditions quoted by the bidder.

The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.

The Board reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between Board and contractor/agency.

23. Notification of Award

Before expiry of the tender validity period, the Board will notify the list of successful bidder(s) per Board online on websites, <https://wbtenders.gov.in>. In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the Board, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the Board the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.

The Notification of Award shall constitute the beginning of the Contract and the 3 (three) year

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SECTION VII: TENDER APPLICATION FORM

To
The Member Secretary
West Bengal Valuation

Board

Ref: Your e-tender document No. _____ Dated _____

We, the undersigned have examined the above e-tender document, including amendment/corrigendum number _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to render services in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

We hereby declare that all data and documents submitted by us in our bid in this e-tender are genuine and true, to the best of our knowledge and belief.

If our bid is accepted, we undertake to render the services as mentioned above, in accordance with the schedule and terms and conditions as specified in the e-tender document, including amendment/corrigendum if any.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 6, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution/ local bodies etc in last two years.

Brief of court/legal cases pending, if any, are following:

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.

(Signature with date)

(Name, designation, seal of authorised person to sign bid for and on behalf of Bidder)

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contract period shall commence from this date of notification.

The successful Bidder shall also physically submit original documents/ duly attested Photocopies of all documents uploaded by him online at the time of bidding.

24. Issue of Contract

Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section X with the Board.

The Board reserves the right to issue the Notification of Award consignee wise.

25. Non-receipt of Performance Security and Contract by the Board.

Failure of the successful bidder in providing performance security and/ or signing contract shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Board / Consignee against it as per the clause 10 of GCC: Termination for default.


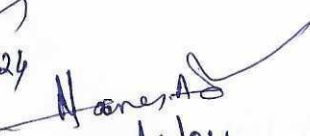
26. General/Miscellaneous Clauses:

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/agency on the one side and the Board on the other side, a relationship of master and servant or principal and agent.

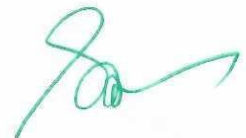
Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Contractor/agency shall notify the Board of any material change that would impact on performance of its obligations under this Contract.


Officer-on-Special Duty
West Bengal Valuation Board


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SECTION VIII: Price Schedule/Bill of Quantity

(Print Copy of BOQ)

[Directions to bidders for quoting prices online: The online Bill of Quantities (BOQ) will contain many columns. Please consider only the following columns in BOQ and quote your all inclusive price, (excluding Service Tax) for supply of one unit of goods and /or services you intend to bid for in Column number seven (7) titled as 'Total amount without taxes per month (in. Rs.)' of the BOQ. Service Tax shall be paid for by the Board as applicable. Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for by the Board as revised from time to time.]

Sl. No. (Col.1)	Item Description (Col.2)	Basic Price (in Rs.) (Col.7)
1	<p>The bidder shall quote a 'Management Fee' for providing services, as applicable in the tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (semi-skilled) workers deployed for providing Office Peon services in the West Bengal Valuation Board.</p> <p>Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section-X: Proforma of Monthly Bill to be Submitted by the Bidder.</p> <p>Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.</p> <p>[For example: If you quote the figure '3'. It means that you will charge 3 % (five percent) of total Statutory Monthly Emoluments payable to the total number of (semi-skilled) workers deployed for security services at the Board as Management Fee per month. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.]</p>	[Quote Figure]

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SECTION IX: CONTRACT FORM

[to be signed on a stamp paper of denomination of Rs.10/-(ten only) or above]

Name and address of the Board issuing the contract.....
.....
.....

Contract No _____ dated _____

1. This is in continuation to Notification of Award of Contract No _____ dated _____ against e-tender no. dated _____ and subsequent amendment No, dated _____ (if any), issued by the Board.

2. Name and address of the contractor/agency:
.....
.....

3. Contractor/agency's Bid No. dated _____ and subsequent communication(s) No dated _____ (if any), exchanged between the contractor/agency and the Board in connection with this e-tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. The e-tender document no..... dt.....
- ii. Tender Application Form furnished by the contractor/agency
- iii. Technical and Financial Bid submitted by the contractor/agency
- iv. Board's Notification of Award of Contract

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5. The brief particulars of the services which shall be supplied/ provided by the contractor/agency are as under:

Schedule No.	Brief description of services	Contract price

5.2 Financial limit to this contract is Rs... (contract price)

5.3 Annexure: Documents listed in Clauses 4(i) to 4(iv) above.

Signature, seal, name and address of the Board's/ consignee's authorised official)

Received and accepted this contract

(Signature, seal, name and address of the contractor/agency's executive duly authorised to sign on behalf of the contractor/agency)

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Section X: Proforma for Contractor/agency's Monthly Bill

[The proforma for contractor/agency's monthly bill comprises Parts A, B, C, D and E. The monthly bill shall be submitted by contractor/agency to in-charge of Board. Payment shall be made as per terms laid down in e-tender document, especially GCC Clause 7.

G.O.no. HF/MA/1661/4R-06/12 dt.6.9.12 specifies statutory emoluments payable to contractor/agency's staff.]

Contractor/agency's Monthly Bill: Part A:

Abstract Sheet for Office Peon services to West Bengal Valuation Board

... (Name of Board)

Period from to

Name of Contractor/agency

Contract no... (photo copy attached with this bill)

The appropriate authority of Board shall verify this abstract sheet attached herewith and with the entries in the Board's Register. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the service have duly been provided and the service duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.

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Contractor/agency's Monthly Bill: Part C: Reimbursement of Minimum Statutory Emoluments to Contractor/agency's Staff Deployed at Board

(1. The maximum number of contractor/agency's staff deployed at Board shall be as per Section III, Clause 11 of e-tender document.

2. Reimbursements shall be made only on submission of documentary evidence by contractor/agency with this bill that he has duly paid/ deposited the reimbursement claims sought by him in the previous month's bill from the Board.)

Sl no (1)	Schedule of Reimbursement (2)	Rate.Rs.(3)	No. of Staff (4)	Total Rs.(5) (Col. 3x4)
1	Minimum monthly wage rate applicable for semiskilled workers in the applicable Zone as per Labour Department's Order			
2	Monthly EPF Contribution by employer for staffs			
3	Monthly ESI Contribution by employer for staffs			
4	ESLI Contribution and Administrative Charges payable by employer for staffs			
5	Any other statutory emoluments payable by employer for staffs			
6	Total statutory monthly emoluments payable by employer to his staff deployed at Board (totals of Column 5 of Rows 1+2+3+4+5)			
7	Declaration by Contractor/agency : We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.			
8	Other Declarations and attached documents with bill: i. The attendance sheet of contractor/agency's deployed staff at Board, Authenticated daily by a designated staff of contractor/agency and countersigned by an appropriate authority of Board. Part E: Additional compliances to be verified before payment of monthly contractor/agency's bill for the first time by Board:			

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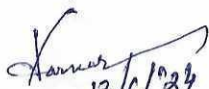
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Contractor/agency's Monthly Bill: Part B: Security services Bill

Sl no (1)	Schedule of Payments (2)	Rs. (3)
1	Total value of Security services supplied as per Abstract Sheet of Part A of Contractor/agency 's Bill	
2	Less: Deductions for liquidated damages as per GCC Clause 9 of e-tender document on total value of Security services supplied (on Row 1). Kindly annex a separate list	
3	Less: Any other benefits, facilities etc. availed by contractor/agency during the billing period from the Board, appropriate consumption charges for which shall be deducted from the total value of Security services supplied (on Row 1). Kindly annex a separate list.	
4	Net value of Office Peon services supplied [Row 1- (Rows 2+3)]	
5	'Management fee'@..... percent of net value of Security services supplied (on Row 4)	
6	GST on 'Management fee'(on Row 5)	
7	Any other tax applicable (on Row 6)	
8	Any other tax applicable (on Row 6)	
9	Gross Security services Bill (Rows 4+5+6+7+8)	
10	Less: Income Tax deducted at source on 'Management fee'(on Row 5)	
11	Any other deductions	
12	Net Security services Bill [Row 9- (Rows 10+11)]	
13	Attached documents: i. Service Tax deposit challan for tax claimed in preceding month's contractor/agency's bill. ii. A photocopy of the observations recorded in the Board's attendance Register during billing period as per Section III, Clause 5,6,7,8 of e-tender document. iii. iv.	


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	<p style="text-align: center;">of monthly contractor/agency's bill for the first time by Board:</p> <p>i. Performance Security as per GCC Clause 5 has been submitted</p> <p>ii. Contract form as per Section IX has been signed and exchanged by both the parties</p> <p>iii. Contractor/agency's deployed staffs are wearing uniforms and ID Cards, as approved by in-charge of Board</p> <p>iv. Written job-responsibilities of each deployed staff of contractor/agency</p> <p>v. Contract Labour Licence of contractor/agency submitted.</p>
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SECTION XI: CHECKLIST FOR BIDDERS

Sl no	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting Tender Sections I to XII
4	Income Tax PAN
5	Professional Tax paid Challan for FY 2023-24.
6	Permanent GST Registration Certificate
7	ESIC Code Number Allotment
8	EPFO Registration
9	Certificate of Incorporation/ Partnership Deed
10	Trade Licence for the year 2023-24
11	Power of Attorney in favour of signatory of bid
12	Performance Statement as per format prescribed in GCC Clause 3, with supporting documents
13	Audited Balance Sheet & Profit/ Loss A/c for FY 2020-21,2021-22 and 2022-23
14	Name, address of banker, account number
15	Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill
16	Address proof for registered and/or branch office of bidder, preferably in district of Board
17	Bidder's Undertaking as per General Instructions to Bidders, Clause 13

18	Price Schedule/ Bill of Quantity (BOQ)
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N.B. It is the responsibility of bidder to go through the e-tender document to ensure furnishing of all required documents in addition to above, if any.



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West Bengal Valuation Board**



