



NIT No:STARPARD/ 003/2024

Dated: 22.10.2024

NOTICE INVITING TENDER

e-Procurement

Domestic Competitive Bidding

For

Providing outsourced manpower of different categories in Society for Training And Research on Panchayats & Rural Development (STARPARD) under Panchayats & Rural Development Department

Bidding Document



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ABRIDGED NOTICE INVITING e-TENDER

(Domestic Competitive Bidding)

The Society for Training And Research on Panchayats & Rural Development [hereafter STARPARD] under the Panchayats & Rural Development Department invites e-tender from resourceful, reputed, eligible, competent and established manpower service provider and Security Agencies, having registered offices in West Bengal for providing outsourced manpower of different categories in STARPARD

Detailed NleT may be seen & downloaded from Panchayats & Rural Development Department website: Interested bidder may also obtain bidding documents by registering themselves to the e-tendering portal <https://wbtender.gov.in> and thereby **downloading the bidding documents from 04.30 P.M. on 22.10.2024. The last date of submission of Bid is 18.11.2024 up to 04.00 P.M.**

L 22.10.24

**Member Secretary, STARPARD &
Joint Secretary to the Govt. of West Bengal
Panchayats & Rural Development Department**

**Member Secretary, STARPARD
&
Joint Secretary
Panchayats & Rural Development Department
Government of West Bengal**



Section -I

NOTICE INVITING e-TENDER

For

Providing outsourced manpower of different categories in STARPARD under Panchayats & Rural Development Department

1.0 The Society for Training And Research on Panchayats & Rural Development under Panchayats & Rural Development Department, Government of West Bengal herein after referred to as STARPARD invites e-tender from resourceful, reputed, eligible, competent and established manpower service provider and Security Agencies, having registered offices in West Bengal for providing outsourced manpower of different categories in STARPARD. The outsourced peronnel would be posted in different establishments / sections / cells of STARPARD

2.0 Brief Scope of work

The scope of work shall be on the basis of single source responsibility. It will include the following but not limited:

- a. Engagement of outsourced manpower for performing duty in different categories for STARPARD under Panchayats & Rural Development Department's office(s), sections, cells as well as different district establishment. The selected bidder will have to place their peronnel for duty within 24 hour of receipt of requisition placed.
- b. The engagement of security peronnel may be round the clock or in one/two shifts depending upon the actual requirement.
- c. Perform the entire statutory obligation and duties to be allotted by the competent authority of the STARPARD under Panchayats & Rural Development Department.
- d. Cleaning of entire office premises including staircases and toilets.
- e. The details of the required type of outsourced peronnel, probable place of engagement at the different sections / cells of STARPARD under Panchayats & Rural Development Department as well as various district establishment are as follows:



Table-1

Table-1							
Sl. No	Type of Manpower	No. of Manpower	Qualification	Rate Per Month per manpower (Rs.)	Yearly Financial Involvement (Rs.)	Nature of Work	Remarks
I	II	III	IV	V	VI	VII	VIII
1	a) Support Staff	06	Class VIII pass and capable of read & write Bengali Language	₹11,466/-	₹8,25,552/-	Works and duties of Group-D employee	Will report to the District Panchayat & Rural Development Officers of different six districts and may depute them to different Cells/Sections at districts as per requirement
	b) Training Support Assistant	01	Class IV pass and capable of read & write Bengali Language	₹10,505/-	₹1,26,060/-	Works and duties of Group-D employee at DPTRC	Will report to the District Panchayat & Rural Development Officer, Purba Medinipur and may depute to the District Panchayat Training & Resource Center, Tamluk Purba Medinipur
	c) Security Staff	03	Class IV pass and capable of read & write Bengali Language	₹11,466/-	₹4,12,776/-	Guarding the Office Premises of STARPARD Headquarters	Will report to the Member-Secretary, STARPARD and may depute at 8 th floors of the Mrityika Bhaban or Panchayats & Rural Development Department
2	d) Data Entry Operator at STARPARD under Panchayats & Rural Development Department	03	Madhyamik Pass having computer knowledge	₹15,113/-	₹ 5,44,068/-	Works and duties of Group-C employee at STARPARD under Panchayats & Rural Development Department	Will report to the Deputy-Secretary may depute at 8 th floor of the Mrityika Bhaban or Panchayats & Rural Development Department
3	e) Data Entry Operator at STARPARD under Panchayats & Rural Development Department	03	Madhyamik Pass having computer knowledge	₹13809/- for 1 DEO ₹12,554/- for 2 DEOs	₹4,67,004/-	Works and duties of Group-C employee at STARPARD under Panchayats & Rural Development Department	Will report to the Joint Secretary (Policy Cell) may depute at various Cells under STARPARD under Panchayats & Rural Development Department & different districts



Table-1							
Sl. No	Type of Manpower	No. of Manpower	Qualification	Rate Per Month per manpower (Rs.)	Yearly Financial Involvement (Rs.)	Nature of Work	Remarks
						and district	
		16			₹23,75,460/- (A)		
	Employer's EPF Contribution @ 13% of (A)				₹3,08,809.8		
	Employer's ESI Contribution @ 3.25% of (A)				₹77,213.81		
	Ex-Gratia Grant @ ₹6000/- per Head of 16Employees				₹96,000/-		

Note: Fixed Rate per Month per manpower (Table-I Column V) is included
 a) Employee contribution against PF and ESI along with an annual enhancement as per Finance Department's Memo No. 1091-F(P2) dated 01/03/2024

3.0. Price to be quoted:

- a) The bidder shall quote the percentage (%) of service charge.
- b) **The quoted service charge includes the following:**
 - i) Other charges to meet up the statutory obligations, if any.

4.0 Period of contract:

The initial period of contract is for Twenty-four (24) calendar months. However the period may be extended up to another twelve (12) calendar months with fixed percentage service charges based on the satisfactory performance of the contractor and with consent from the contractor at same rate and same terms and conditions

5.0 Variation, Additions and Omissions

The STARPARD reserves the right to alter, amend, omit or otherwise revise the requirement of manpower as may be necessary:

a. Increase of Number of Manpower:

The number of manpower may be increased as per requirement

b. Decrease of Number of Manpower

The number of manpower may be decreased as per requirement.



The STARPARD at any stage of the contract may instruct the contractor to scale down the number of manpower. The contractor, at such circumstances, shall carry out the instructions of STARPARD within a period of one month of receiving such instructions. No compensation in any form shall arise as a result of scaling down of manpower.

c. **Location of Posting**

The location of posting of the manpower as mentioned in the Table -1 is indicative. The outsourced manpower may be posted at various establishments of STARPARD or at different districts as per requirement anywhere as per requirement.

d. **Service Charge**

The rate of service charge shall be quoted by the bidder and will be calculated on the actual manpower cost.

6.0 Bid Security (Earnest Money Deposit (EMD)) :

All bids must be supported by bid security (EMD) for an amount of **47,500/- (Rupees Forty Seven Thousand Five Hundred)** only online mode through **<http://wbttender.gov.in>** portal

7.0 For e-filling, intending bidder may download the tender documents from the website <http://wbttender.gov.in> directly with the help of Digital Signature Certificate. Bid Security (EMD) shall have to be remitted through online <https://wbttender.gov.in>. If the offer is submitted without or inadequate Earnest Money (Bid Security), the bid will not be opened. Incomplete offer is liable for rejection.

8.0 Qualifying Requirement for Bidder:

a. Business should have experience for at least last 03 year i.e. 2021-22, 2022-23 & 2023-24 of providing outsource manpower in different categories and security guards. They should also provide balance sheet and profit and loss accounts for last three financial year i.e. 2021-22, 2022-23 & 2023-24 duly certified by a chartered accountant.

b. Credentials of providing manpower and security services in Government offices / establishments which will be equivalent to 40% of the tender amount or more. They must submit the documents like engagement / work order order and work completion certificate, payment certificate / pay order issued by the Govt. authority not below the rank of E.I.C or its equivalent in support of their credentials.



- c. Registration under Private Security Agencies (Regulation) Act, 2005 and Labour License issued from the office of the Labour Commissioner.
- d. Valid GST Registration certificate.
- e. PAN
- f. Profession Tax Registration certificate,
- g. Valid Registration Certificate under EPF Act, ESI Act etc along with Code nos. under Employees Provident Fund Act and ESI Act.
- h. Experience of providing at least **Twenty Four (24)** number of manpower & security guards per month employed in different government organizations in one year during the last 3 financial year i.e. 2021-22, 2022-23 and 2023-24.
- i. Minimum Average Annual Turnover (MAAT) which should not be less than **Rs. 50,00,000.00 (Rupees Fifty Lakh only)** during the financial year 2021-22, 2022-23 & 2023-24.
- j. **Net Worth**^[1] in the last financial year (2023-24) shall be positive.
- k. Valid Trade License and its offices in West Bengal. Agencies operating from outside the state without office(s) in West Bengal will not be considered. The Bidder must give the proper address of his /her registered office in West Bengal.
- l. Govt. owned enterprise having similar business experience may also participate

^[1]“**Net worth**” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

9.0 Validity of offer:

90 days from the date of opening of the technical bid. However, it may be extended in case of exigencies with consent from the successful bidder(s).



10.0 Schedule of Dates for e-Tendering:

Sl. No.	Activities	Time Schedule
a.	Date of uploading of Bid Document (online) (Publishing Date)	Date 22 .10.2024 (Tuesday), Time: 16.30 Hrs. (IST)
b.	Pre-bid Meeting Venue: STARPARD Conference Hall, Mrityika Bhaban. 8 th Floor, STARPARD, Dept. of Panchayats & Rural Development, Govt .of West Bengal, Block: DD, Plot No. 18/9, Sector-I, Salt Lake. Kolkata. West Bengal. Pin Code 700064.	Date 28 . 10 . 2024 (Monday), Time: 11.00 Hrs. (IST)
c.	Bid Documents download start date (Online)	Date 22.10.2024 (Tuesday), Time: 16.30 Hrs. (IST)
d.	Bid Documents download end date (Online)	Date 18.11.2024 (Monday), Time: 10.00 Hrs. (IST)
e.	Online Bid & EMD Submission Start Date & Time	Date 22.10.2024 (Tuesday), Time: 16.30 Hrs. (IST)
f.	EMD Submission & Upload of Bids Last Date & Time	Date 18.11.2024 (Monday), Time: 16.00 Hrs. (IST)
g.	Date and Time of Opening of Technical Bid	Date 20. 11.2024 (Wednesday), Time: 16.00 Hrs. (IST)
h.	Last date for Submission of Queries, if any	Date 11.11.2024 (Monday), Time: 16.00 Hrs. (IST)
i.	Issue of Response (As per written/ through mail queries submitted by the applicants within the scheduled period):	Date 12.11.2024 (Tuesday), Time: 16.00 Hrs. (IST)

11.0 STARPARD is not bound to accept the lowest tender. STARPARD reserves the right to accept or reject any bid partly or fully or cancel the bid without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.



12.0 If the dates of any offline activity and opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates get deferred to next working days at same hour without any further notice.

13.0 A prospective bidder requiring any clarification on bidding documents may notify the STARPARD by uploading the same in the e-tendering portal, which shall be available to all the participant bidder, as per Standard Format enclosed with this document **Form 2**, and **Form 3** not later than the date and time specified in NIT. The soft copy of the same must be sent in Excel format at the email address:

14.0 Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidder.

15.0 The Tender Inviting Authority reserves the right to modify, amend or supplement the Tender Document. Any corrigendum, notification concerned to this tender will be published in the e- tender portal <https://wbtender.gov.in> and it will be part & parcel of the tender. The bidder are therefore advised to follow the website for such corrigendum, notification etc.

16.0 Consortium or Joint Venture for this work will not be considered.

17.0 Other information as well as terms and conditions, which do not cover in the NIT, have been incorporated in **Instructions to Bidder (Section II)**, **General Condition of Contract (GCC) (Section III)** and **Special Conditions of Contract (SCC) (IV)** of this tender. Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III, wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

18.0 Help desk communication

The bidder requiring any clarification regarding the NIT may seek clarifications on a query in writing/ electronically from the Member Secretary, STARPARD within three days of publication of this invitation.

Contact details:

STARPARD Helpdesk e-mail id: starpard.procurement@gmail.com Bid no. & title to be mentioned in the subject of the email.



Phone no. (033) 2985 0203/ 2359 29030 from 10.30 am to 5 pm from Monday to Friday [except: Govt. Holidays]

19.0 Address For Communication

Contact details:

STARPARD Helpdesk e-mail id: starpard.procurement@gmail.com Bid no. & title to be mentioned in the subject of the email.

Phone no. (033) 2985 0203/ 2359 29030 from 10.30 am to 5 pm from Monday to Friday [except: Govt. Holidays]

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22.10.24

**Member Secretary, STARPARD &
Joint Secretary to the Govt. of West Bengal
Panchayats & Rural Development Department**

**Member Secretary, STARPARD
&
Joint Secretary
Panchayats & Rural Development Department
Government of West Bengal**



Section - II

Instruction to the Bidder

	A. Introduction
ITB. 1.0	<u>Name of the Work:</u> Providing of outsourced manpower of different categories in the STARPARD under Panchayats & Rural Development Department.
ITB.1.1	<u>Quantity to be quoted by the bidder:</u> Bidder shall have to quote the rate of service charge as percentage (%) basis.
ITB. 2.0	<u>Brief Scope of work</u> As per NleT
ITB. 3.0	<u>Responsibility of bidder</u>
ITB.3.1.	The STARPARD under Panchayats & Rural Development Department will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the STARPARD under Panchayats & Rural Development Department. Verbal agreement or conversation with any employee of the STARPARD under Panchayats & Rural Development Department either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.
ITB.3.2.	It shall be the sole responsibility of bidder to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matter pertaining to this bidding process including in particular all factor that may affect the bid price and period of supply of Equipment / Materials.
ITB.3.3.	It must be understood and agreed by the bidder that factor which may affect the cost, duration and execution of the Works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the Purchaser.
ITB.4.0	<u>Cost of bidding</u> The bidder shall bear all costs associated with the preparation and submission of her/ his bid and STARPARD in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



B. The Bidding Documents				
ITB. 5.0	Contents of bidding documents			
ITB. 5.1	The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents uploaded for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 9			
ITB. 5.2	Volume-I	Section I	:	Notice Inviting Tender
		Section II	:	Instructions To Bidder
		Section III	:	General Conditions of Contract
		Section IV	:	Special Conditions of Contract
		Section V	:	Forms (<i>Bid Form & Attachments</i>)
			1	Bid Form
			2	Statement of Similar Type of Order / Order Executed.
			3	Format For Submission of Pre-Bid Queries
			4	Format for Proposed modifications
		Section VI	Annexure	
			1	Proforma of Contract Agreement
			2	Proforma of Contract Agreement
ITB.7.0	Clarifications on bidding documents			
ITB.7.1.	<p>A prospective bidder requiring any clarification on bidding documents may notify the STARPARD under Panchayats & Rural Development Department by uploading the same in the e-tendering portal, which shall be available to all the participant bidder, as per Standard Format enclosed with this document Form 3 and Form 4 not later than the date and time specified in NleT. The soft copy of the same must be sent in Excel format at the mail address:</p> <p>The STARPARD under Panchayats & Rural Development Department will issue clarification(s) as he may think fit after pre-bid meeting prior to the deadline/extended deadline for submission of bids prescribed by the STARPARD under Panchayats & Rural Development Department. Written copies of the</p>			



	STARPARD under Panchayats & Rural Development Department's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidder. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal.
ITB.7.2.	Any queries sent by the bidder after the date and time notified in NleT or any extended date, if any, shall not be entertained.
ITB. 8.0	<u>Pre-bid meeting</u>
ITB.8.1.	The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in NleT. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidder. The Purchaser/the STARPARD under Panchayats & Rural Development Department shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidder.
ITB.8.2.	Any modification/amendment of the bidding documents shall be made by the Purchaser / the STARPARD under Panchayats & Rural Development Department exclusively through the issue of an amendment.
ITB.8.3.	Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder but at the same time shall not entitle them to raise any query at a later date.
ITB.8.4.	Place of pre-bid meeting: STARPARD Headquarter Panchayats & Rural Development Department Mrityika Bhaban, 8 floor, DD-18/9, Sector-I Salt Lake, Kolkata- 700 064
ITB. 9.0	<u>Amendment of bidding documents</u>
ITB.9.1	At any time, but not later than prior to the deadline/ extended deadline for submission of bids, the STARPARD under Panchayats & Rural Development Department may, for any reason, modify the bidding documents by issue of an addendum/amendment.
ITB.9.2	The addendum/amendment will be intimated (through e-tendering portal, corrigendum folder) to all bidder. The STARPARD under Panchayats & Rural Development Department shall assume that the information contained therein have been taken into account by the bidder in its bid. The STARPARD under Panchayats & Rural Development Department will bear no responsibility or liability arising out of non- cognizance of the same in time or otherwise by the bidder. The STARPARD under Panchayats & Rural Development Department



	may, at its discretion, extend the deadline for the submission of bids.
ITB.9.3	In order to afford prospective bidder reasonable time in which to take the addendum/amendment into account in preparing their bids, the STARPARD under Panchayats & Rural Development Department may, at its discretion, extend the deadline for the submission of bids.
ITB.9.4	For the information of bidder, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal. The bidder may visit the website https://wbtender.gov.in from time to time in their own interest.
C. Preparation and Submission of Bids	
ITB. 10.0	<u>General guidance for e- Tender</u> Instructions/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidder to participate in e-Tendering.
ITB. 10.1	<u>Registration of Bidder:</u> Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, by logging on to https://wbtender.gov.in . The contractor is to click on the link for e-Tendering site as given on the web portal.
ITB. 10.2	<u>Digital Signature certificate (DSC):</u> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tender from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
ITB. 10.3	The bidder can search & download NleT& Bid Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.
ITB.10.4	<u>Price Schedule (BOQ)</u> The BOQ is in form of Excel file
ITB. 10.5	The bidder is expected to examine all instructions, forms, terms, conditions, Specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.



ITB. 10.6	<p><u>Participation in more than one work:</u></p> <p>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 found to have applied severally in a single job all his applications will be rejected for that job.</p>
ITB.11.0	<p><u>Submission of Bid:</u></p> <p>Tender are to be submitted through online to the website stated above in two folder at a time for each work, one in Techno-commercial Proposal & the other is Price 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).</p>
ITB.11.1	<p><u>Language of the bid</u></p> <p>The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the STARPARD under Panchayats & Rural Development Department shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.</p>
ITB.11.2	<p><u>General process of submission</u></p> <p>Tender are to be submitted online through the website https://wbtenders.gov.in. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidder are required to upload all the Bid Documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tender are to be submitted in two folder – one is Technical Proposal and the other is Financial Proposal. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The bidder needs to download the Forms / Annexure, fill up the particular in the designated Cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate(DSC). The bidder shall take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.</p>



ITB.11.3	<p><u>Technical Proposal</u></p> <p>The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two cover (folder).</p> <ol style="list-style-type: none"> Statutory Cover Non- Statutory Cover
ITB.11.3.1	<p><u>Statutory Cover</u></p>
	<ol style="list-style-type: none"> <u>To be submitted in “Forms” folder</u> <ol style="list-style-type: none"> Bid Form (<i>Vide Form–1</i>), Statement of Similar Type of Order Executed as on date of issuance of NleT [Applicability up to the extent of meeting Technical QR]. (<i>Vide Form –2</i>). <p><i>(Only downloaded copies of the above documents duly filled up and are to be uploaded, virus scanned and digitally signed by the bidder)</i></p>



ITB.11.3.2	<u>Non statutory Cover (My Document)</u>			
	Sl. No.	Category Name	Sub-Category Description	Detail(s)
	A	Certificate(s)	Certificate(s)	1. Copy of the GST Registration Certificate
				2. Copy of Registration under Private Security Agencies (Regulation) Act 2005 and copy of Labour License issued from the office of the Labour Commissioner.
				3. Copy of the PAN Card
				4. Proof of PF Registration and ESI Registration
				5. Valid Trade License
				6. Copy of Professional Tax Registration Certificate
	B	Company Detail(s)	Company Details	7. Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) or copy of the Registered Deed for Partnership Firm or LLP.
	C	Credential	Credential 1 (Technical)	8. Copy of the proof of Business experience for at least last 03 year i.e. 2021-22, 2022-23 & 2023-24 by providing outsource manpower in different category security guards/gunmen of that Selected Bidder. Credentials to prove their satisfactory past services in Govt., PSU & Other enterprises. Engagement order, work completion certificate should be provided. 9. Proof of minimum 30 (thirty) number of manpower & security guards employed in different organizations during the last financial year 2021-22.
D		Credential 2 (Financial)	10. Copy of the Audited Balance Sheet & Statement of Profit & Loss A/c. for FY 2018-19, 2019-20 and 2020-21	
ITB.11.4 <u>Financial Proposal</u>				
The financial proposal contains the following documents one Folder a) BOQ.				
ITB.11.4.1 <u>BOQ Folder</u>				
The bidder is to quote the rate through online in the space marked for quoting rate in the BOQ in respective schedule.				



ITB.11.4.2	<u>Signing of bids</u> All documents should be digitally signed by the bidder and uploaded
ITB.12.0	<u>Clarification of Bidding Documents:</u> To assist in the examination evaluation and comparison of Bids, STARPARD under Panchayats & Rural Development Department may ask the bidder individually for a clarification of his Bid including breakup of unit rates. The request for clarification and the responses shall be in writing. But no change in the submitted Bid document shall be sought, offered or permitted except as required to confirm the correction of arithmetical error discovered by P&RD during the evaluation of the Bids.
ITB.13.0	<u>Deviation</u> This tender is a ' No Deviation ' tender. Request for any deviation may be considered only if pointed out by any bidder in the Pre-Bid meeting. The quarries and proposed modification regarding tender must be submitted by writing as per format (<i>Vide Form -3 and Form-4</i>) before pre bid meeting.
ITB.14.0	<u>Conditional and Incomplete Tender:</u> Conditional and/or incomplete tender are not acceptable.
ITB.15.0	<u>Bid Security / Earnest Money Deposit (EMD):</u>
ITB.15.1	EMD must be submitted online in favour of ' STARPARD A/c PEAIS Fund ' through http://wbtender.gov.in portal.
ITB.15.2	Earnest money will be refunded to the unsuccessful Bidder after finalization of the tender as per procedure of e-tender. In case of successful Tender; EMD will be converted to Security Deposit and will be refundable after completion of engagement period satisfactory.
ITB.15.4	<u>Earnest Money submitted will be liable to forfeiture</u> The bid security shall be forfeited in the following circumstances: <ol style="list-style-type: none"> If the bidder withdraws its bid as a whole or in part during the period of bid validity specified by the bidder in its bid. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid. If the bidder does not accept the correction of its bid price in accordance with the terms and conditions of the Tender. If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Guarantee, Additional Performance Security (if applicable) in accordance with the terms and conditions of the Tender.



ITB.15.5	No interest shall be paid by the Purchaser on the bid security
D. Opening and evaluation of tender	
ITB.16.1	Opening of Technical Proposal
	<ul style="list-style-type: none"> i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate. ii. Participating Bidder may remain present if they so desire. iii. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected. iv. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Cover will be downloaded for the purpose of evaluation.
ITB.16.2	Technical Evaluation of Tender
	<ul style="list-style-type: none"> a. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidder and seek clarification / information or additional documents or original hardcopy of any of the documents already submitted and if the same cannot be produced within the stipulated time frame, their proposals will be liable for rejection. b. The summary list of bidder, whose bids will be found techno-commercially eligible, will be uploaded in the e-Tender Portal and Date of opening of financial bid will be intimated to the techno-commercially qualified bidder.
ITB.16.3	Opening and evaluation of Financial Proposal
	<ul style="list-style-type: none"> i. Financial proposals of the bidder declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the e-tender portal stated above on the prescribed date. ii. The encrypted copies will be decrypted and the rates will be read out to the bidder remaining present at that time. iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidder and the rates quoted by them will be uploaded. iv. The Tender Accepting Authority may ask any of the bidder to submit analysis to justify the rate quoted by that bidder. v. Bids determined to be subsequently responsive will be checked by STARPARD under Panchayats & Rural Development Department for any arithmetic error in computation and summation. Error will be corrected by STARPARD under Panchayats & Rural Development Department as follows: <ul style="list-style-type: none"> a. Where there is discrepancy between amount in figures and in



	words, the amount in words shall be considered.
ITB.16.4	Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.
ITB.16.5	In case STARPARD under Panchayats & Rural Development Department observes that the L1 bidder has quoted abnormally low bid in comparison with STARPARD under Panchayats & Rural Development Department's cost estimate, the bid will be compared to the average of bid prices quoted by the other bidder. The STARPARD under Panchayats & Rural Development Department then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification.
ITB.16.6	<p><u>Process to be Confidential</u></p> <p>After the public opening of bids information relating to the examination, clarification, evaluation of comparison of Bids and recommendations concerning the award of contract shall not be disclosed to bidder or other person not officially concerned with such process until the Award of the Contract to the successful bidder has been announced.</p> <p>Any effort by a bidder to influence the STARPARD under Panchayats & Rural Development Department in the process of examination, clarification evaluation and comparison of Bids, and in decisions concerning the Award of contract may result in the rejection of his Bid.</p>
ITB. 17.0	<u>Bid Prices</u>
ITB. 17.1	Bidder shall have to quote the percentage (%) of service charges (Including GST). The taxes, duties and levies shall be as per the rates in force on seven (7) days prior to the last date of submission of bids and any amendment/introduction is in force on Statutory Act by the Govt. of India time to time.
ITB. 17.2	All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.
ITB. 17.3	The total bid price at the bottom of Price Schedule shall be indicated both in figures and words
ITB.18.0	<u>Period of validity of bids</u>



ITB.18.1	The bids submitted by the bidder shall remain valid for a period as specified in NIEt. A bid valid for a shorter period than that prescribed in the NIEt shall be rejected by the STARPARD under Panchayats & Rural Development Department.
ITB.18.2	In exceptional circumstances, STARPARD under Panchayats & Rural Development Department may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidder agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB.15.4 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.
E. Award of Contract	
ITB. 19.0	<u>Award Criteria</u>
ITB.19.1.	The STARPARD under Panchayats & Rural Development Department will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.
ITB.19.2.	For the purpose of determining the capability and capacity of the bidder to perform the Contract, the STARPARD under Panchayats & Rural Development Department reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the facilities available with the bidder.
ITB. 20.0	<u>Letter of Award</u>
ITB.20.1	After approval of bid evaluation by the STARPARD under Panchayats & Rural Development Department, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, the STARPARD under Panchayats & Rural Development Department will notify the successful bidder in writing by registered letter or by fax, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Award' or LoA) shall name the sum which the STARPARD under Panchayats & Rural Development Department will pay to the Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.
ITB.20.2.	Within Ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) photocopy of the same to the STARPARD under Panchayats & Rural Development Department as acknowledgment of acceptance of the same.



ITB.20.3.	The LoA will constitute the formation of the Contract as per provisions of tender.
ITB. 21.0	<u>Signing of Contract Agreement</u>
ITB.21.1.	The STARPARD under Panchayats & Rural Development Department will send the successful bidder the Contract Agreement (on judicial stamp paper of appropriate value) as per Annexure-I in two (02) copies incorporating all agreements between the parties duly signed by the authorized signatory of the Purchaser along with the LoA.
ITB.22.2.	Within thirty (30) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return one (01) copy to the Purchaser/ STARPARD under Panchayats & Rural Development Department and retain one (1) copy of the same.
ITB.22.3.	The Contractor shall provide free of cost to the purchaser four (04) copy of complete set of tender documents, copies of all the correspondences with the Purchaser etc. in sextuple (04 copies) to form a part of contract document immediately after issuance of this Letter of Award.
ITB.23.0	<u>Misrepresentation by the bidder</u> If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.

Section – III

General Condition of Contract

GCC.1.0	<u>Definition of Terms:</u> Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning: i. The ‘ Owner ’ / Purchaser /'STARPARD under Panchayats & Rural Development Department' shall mean the “STARPARD under Panchayats & Rural Development Department Govt. of West Bengal”, having its Office at Joint Administrative Building (6 th to 10 th Floor), Block-HC/7, Sector-III, Salt Lake, Kolkata- 700 106 and shall include its successor and assigns. ii. The ‘ Controlling Officer ’ shall mean the person appointed by owner who shall carry out the functions and obligations of the owner under the contract. iii. ‘ STARPARD under Panchayats & Rural Development Department’s representative ’ shall mean any person or persons or consulting firm appointed/authorized by the controlling officer to supervise, inspect, test and examine workmanship and materials of the work under this
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	<p>scope.</p> <p>iv. The ‘Contractor’ shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor’s executor’s administrator, successor and permitted assignees.</p> <p>v. The ‘Sub-Contractor’ shall mean any person/agency to whom any part of the contract has been sublet by the contractor with the consent in writing of the Company and will include the legal representatives, successor and permitted assigns of such persons/agency.</p> <p>vi. ‘General conditions’ shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.</p> <p>vii. The term ‘Services’ shall mean all works to be undertaken by the contractor as laid down under the head “scope of work” or elsewhere in the specification enclosed. When the words “approved”, “subject to Approval”. “As directed”, “Accepted”, “Permitted” etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.</p> <p>viii. ‘Day’ means a calendar day beginning and ending midnight.</p> <p>ix. ‘Month’/‘Calendar month’ means not only the period from the first day of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.</p> <p>x. ‘Week’ means seven consecutive calendar days.</p> <p>xi. ‘Writing’ shall include any manuscript, type written, printed or other statement reproduced in any visible form.</p> <p>xii. ‘Date of Contract’/‘Commencement Date’ shall mean the date on which Letter of Award will be issued.</p> <p>xiii. ‘Zero Date’ will be started from the date of issuance of Letter of Award.</p> <p>xiv. ‘Approval’ shall mean the written approval of STARPARD under Panchayats & Rural Development Department and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.</p> <p>xv. ‘Labour’ shall mean all categories of labour engaged by the Contractor, his sub- contractor and his piece worker for work in connection with the execution of the worked covered by the specifications. All these labourer will be deemed to be employed primarily by the Contractor.</p>
GCC.2.0	<p><u>Rules and Regulations</u></p> <p>The Contractor shall obey following conditions strictly:</p>



	<ul style="list-style-type: none"> a. Employees 'Provident Fund and Miscellaneous Provisions Act, 1952 b. Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable. c. Compliance of the Contract Labour(R&A) Act, 1970 & Private Security Agencies (Regulation) Act, 2005.
GCC.3.0	<u>Safety</u>
GCC.3.1	<p><u>Reporting of Accident:</u></p> <p>All accidents, major or minor, must be reported immediately to STARPARD under Panchayats & Rural Development Department and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the 'Injured on work' form as per appropriate Proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.</p>
GCC.3.2	<p><u>Serious Injuries:</u></p> <p>In case of serious injuries, the following procedure shall be adopted by the contractor.</p> <ul style="list-style-type: none"> a. To provide first aid at his own First Aid Station. b. To take the injured person to the hospital along with the 'Injured on work' form duly filled in. c. To report the accident to STARPARD under Panchayats & Rural Development Department.
GCC.3.3	<p><u>Fatal Accident</u></p> <p>Fatal accidents must be reported immediately to STARPARD under Panchayats & Rural Development Department as well as to the Police.</p>
GCC.4.0	<p><u>Penalty:</u></p> <p>Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work/termination of contract.</p>
GCC.5.0	<p><u>Statutory Acts:</u></p> <p>Statutory obligation as per law of the land are to be complied with EPF, ESI, Bonus, Minimum Wages for the persons as published by the Joint Labour Commissioner, Govt. of West Bengal etc. are to be paid to the persons involved in above contract.</p> <p>Statutory obligation as per law of the land shall mean the following acts including the latest amendments and or replacement if any:</p>



	<ul style="list-style-type: none"> a. The Industrial Dispute Act, 1974 and rules & regulations and amendment made there under. b. Contract Labour (Regulation & Abolition) Act, 1970 and rules & regulations and amendment made there under. c. EPF & Miscellaneous Provisions (MP) Act 1952 and rules & regulations and amendment made there under. d. Employees Compensation Act, 1923 and rules & regulations and amendment made there under. e. Child Labour Prohibition & Regulation Act 1956 and rules & regulations and amendment made there under. f. Payment of Bonus Act, 1956 and rules & regulations and amendment made there under. g. Payment of wages Act, 1936 and rules & regulations and amendment made there under. h. Employees State Insurance Act, 1948 and rules & regulations and amendment made there under.
GCC.6.0	<p><u>Controlling Officer's Decision</u></p> <p>Controlling Officer's decision is final in respect of all matter which are left to the decision of the Controlling Officer including the granting or withholding of certificates.</p> <p>If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, with in 07(seven) days after receipt to the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.</p>
GCC.7.0	<p><u>Confidentiality</u></p> <p>The Contractor, or any entity affiliated with the Contractor, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by STARPARD under Panchayats & Rural Development Department or by any other organization, under the directions of STARPARD under Panchayats & Rural Development Department. All such documents shall be the property of STARPARD under Panchayats & Rural Development Department or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.</p>
GCC.8.0	<p><u>Accident Risk:</u></p> <p>STARPARD under Panchayats & Rural Development Department will not be responsible in connection with any sort of accident which may occur during</p>



	providing manpower service in STARPARD under Panchayats & Rural Development Department's office.
GCC.9.0	<p><u>Stoppage of Work (Not applicable for this Tender):</u></p> <p>STARPARD under Panchayats & Rural Development Department will neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to war, strike, earthquake, lightning, flood, cyclone etc. STARPARD under Panchayats & Rural Development Department will also not responsible for any compensation due to stoppage of work as a reaction from the local public due to any undue action on the part of the contractor causing annoyance.</p>
GCC.10.0	<p><u>Force Majeure</u></p> <p>Force Majeure means any circumstances beyond the control of the parties, including but not limited to:</p> <ol style="list-style-type: none"> War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo. Rebellion, revolution, insurrection, military power and civil war. Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractor. Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work. <p>STARPARD under Panchayats & Rural Development Department shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.</p> <p>Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.</p> <p>(Not applicable for this tender) If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the value of works as liquidated damages for such delay for every week or part thereof which shall elapse between the time prescribed or extended time as the case may be and the</p>



	<p>date of completion of the work in each phase, subject to a maximum of five percent (5%) of the contract price which will be covered by the Performance Security (Not applicable for this tender).</p> <p>STARPARD under Panchayats & Rural Development Department may, without prejudice to any, all other method of recovery deducts the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.</p> <p>(Not applicable for this tender) If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason. (Not applicable for this tender).</p>
GCC.11.0	<u>Performance Security/Contract Performance Guarantee</u>
GCC.11.1	EMD as deposited by the successful bidder shall be converted to Performance Security / Contract Performance Guarantee.
GCC.11.2	<p>Forfeiture of Performance Security/Contract Performance Guarantee</p> <p>Performance Security/ Contract Performance Guarantee shall be forfeited if,</p> <ol style="list-style-type: none"> The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or, The successful bidder will discontinue the work without prior permission of STARPARD under Panchayats & Rural Development Department and/or,
GCC.11.3	<p>Forfeiture of Additional Performance Security (APS)</p> <p>Additional Performance Security (APS), if any, shall be forfeited if,</p> <ol style="list-style-type: none"> The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or, The successful bidder will discontinue the work without prior permission of STARPARD under Panchayats & Rural Development Department and/or,



GCC.12.0	<u>Taxes, Duties and other Levies</u>
GCC.12.1	<p>The Contractor shall be solely responsible for the taxes that may be levied on their outsourced manpower /security personnel or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The STARPARD under Panchayats & Rural Development Department shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his personnel.</p> <p>If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Purchaser as per provision of G.O number 31011/11/2018-ST-1-DoR Dated 14/09/2018 deduction of TDS under GST shall be made by the purchaser.</p>
GCC.12.2	<u>GST</u> In case of service Contract, the % of GST as applicable shall be paid extra.
GCC.12.3	<u>Contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in it's Tax Invoice</u>
GCC.12.4	The successful Selected Bidder shall submit to STARPARD under Panchayats & Rural Development Department necessary EPF code no. and labour license from Govt. of West Bengal and they shall take ESI registration (where ESI is applicable) including individual labour wise registration after obtaining order / engagement of persons.
GCC.13.0	<u>Risk Purchase:</u> Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the Contractor fail to deliver within the periods prescribed for such work in the rate contract order, STARPARD under Panchayats & Rural Development Department shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting Contractor or to cancel the contract and the contracting Contractor shall be liable to compensate for any loss or damage which STARPARD under Panchayats & Rural Development Department may sustain by reason of such failure on the part of the Contracting Selected Bidder.
GCC.14.0	<u>Subletting of Contract</u> The contractor shall not, without the written consent of the STARPARD under Panchayats & Rural Development Department, assignor sublet any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contractor any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and STARPARD under Panchayats &



	Rural Development Department of any of his liabilities and obligations under the contract.
GCC.15.0	<p><u>Notices</u></p> <p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.</p> <p>Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.</p> <p>Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p> <p>Notices shall be deemed to include any approvals, consents, instructions, order and certificates to be given under the Contract.</p>
GCC.16.0	<p><u>Governing Law</u></p> <p>The Contract shall be governed by and interpreted in accordance with laws in force in India including any such Laws passed or made or coming into force during the period of the Contract. The Courts of Kolkata under the superintendence of High Court of Calcutta shall have exclusive jurisdiction in all matter arising under the Contract.</p>
GCC 17.0	<p><u>Dispute</u></p> <p>The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least 07(seven) days in advance. If the issue is remained unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration.</p> <p>The parties may refer them after for Arbitration on expiry of 45(forty-five) days from the date of intimation of disapproval/dissatisfaction from either party to other party.</p> <p>The provisions of Arbitration and Conciliation Act 1996 will apply with</p>



	<p>respect to Arbitration proceedings between the parties.</p> <p>Dispute(s), if any, shall be settled by mutual agreement through Amicable Settlement and in case of failure the dispute(s) shall be settled through Arbitration.</p>
GCC 17.1	<p>Amicable Settlement</p> <p>a. Where notice of dissatisfaction has been given under GCC 15.0 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made</p>
GCC 17.2	<p><u>Adjudicator</u></p> <p>b. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works —whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/ difference shall be made to the Project Manager/Controlling officer as mentioned in SCC. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>c. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within sixty (60) days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>d. The Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC</p> <p>e. Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator</p>



	<p>shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.</p>
GCC 17.3	<p>Arbitration</p> <ol style="list-style-type: none"> If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrator, in accordance with the provisions set forth below. The Purchaser and the Contractor shall each appoint one arbitrator, and these two (2) arbitrator shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrator do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrator has been appointed, the third arbitrator shall, at the request of either party or the arbitrator, be appointed by the Appointing Authority for arbitrator designated in the SCC. If one party fails to appoint its arbitrator within fifty (50) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator. If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC16.0 and a substitute shall be appointed in the same manner as the original



	<p>arbitrator.</p> <p>g. Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.</p> <p>h. The decision of a majority of the arbitrator (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> <p>i. The arbitrator(s) shall give reasoned award</p> <p>j. Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Contractor shall continue to perform his obligations in connection with the Works in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any monies due to the Contractor</p> <p>k. Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.</p> <p>l. All litigation matter between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court of Calcutta.</p>
GCC.17.4	<p><u>Jurisdictional Matter</u></p> <p>Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.</p> <p>All litigation matter between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court of Calcutta.</p>
GCC.18.0	<p><u>Right to Terminate Contract</u></p> <p>If the contractor fails to start the work within fifteen days from the date of issue of LOA, the STARPARD under Panchayats & Rural Development Department shall have the right to cancel the work order with forfeiture of earnest money (EMD) without giving any notice to the contractor.</p> <p>If the contractor neglects, or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time or within approved extended time, STARPARD under Panchayats & Rural Development Department shall have right to terminate the work order after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for joint measurement, ex-party measurement by the STARPARD under Panchayats & Rural Development Department will be taken as final.</p> <p>In that case, the STARPARD under Panchayats & Rural Development</p>



	Department shall take possession of the work, site and engage other agency to complete the work. Extra cost, if incurred, to get the unfinished work done through other agency, will be realized from him from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against the STARPARD under Panchayats & Rural Development Department for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work
GCC.19.0	<u>Corrupt or Fraudulent Practices</u>
GCC.19.1	The STARPARD under Panchayats & Rural Development Department requires that the bidder/Contractor observe the highest standard of ethics during the procurement and execution of the Contracts.
GCC.19.2	In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows: a. “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. b. “Fraudulent practice” means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
GCC.19.3	The STARPARD under Panchayats & Rural Development Department 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
GCC.19.4	STARPARD under Panchayats & Rural Development Department may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract of the Purchaser

Section – IV

Special Condition of Contract

The following Special Conditions of Contract (SCC), shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC

SCC.1.0	<u>Title of the Work</u> Providing of outsourced manpower of different categories in STARPARD under Panchayats & Rural Development Department.
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SCC.2.0	<u>Name of Service Recipient</u> STARPARD(STARPARD) under Panchayats & Rural Development Department
SCC.3.0	<u>Brief Scope of Work</u> As per NleT Sl. No: 2.0 (Section –I) of this tender.
SCC.4.0	<u>Variation Additions and Omissions</u> As per Sl. No: 6.0 (Section –I) of this tender.
SCC.5.0	<u>Period of Contract</u> The initial period of contract is for twelve (12) calendar months. However, the period may be extended up to thirty six (36) calendar months with fixed percentage service charges based on the satisfactory performance of the contractor and with consent from the contractor.
SCC.6.0	<u>Arbitration</u> The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties. Each party shall appoint one Arbitrator and third Arbitrator shall be nominated by the said two Arbitrator who shall act as presiding Arbitrator. The venue of the Arbitration proceedings shall be in the state of West Bengal. The decision of the majority of the Arbitrator shall be final and binding upon both the parties. The cost of the Arbitration shall be borne equally by the parties. Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrator, in accordance with the provisions set forth below. The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrator shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrator do not succeed in appointing a third arbitrator within 28 (twenty-eight) days after the latter of the two arbitrator has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator. The decision of a majority of the arbitrator (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as



	<p>decree of the court. The parties there by waive any objections to or claims of immunity from such enforcement.</p> <p>The arbitrator(s) shall give reasoned award to withstanding any reference to the arbitration herein</p> <ol style="list-style-type: none"> The parties shall continue to perform the respective obligations under the Contract unless they otherwise agree. The Owner shall pay the Contractor any monies due to the Contractor except for the woks referred to the Arbitrator.
SCC.7.0	<p><u>Controlling Officer:</u> The Member-Secretary STARPARD & Joint Secretary, Department will be Controlling Officer of the work.</p>
SCC.8.0	<p><u>Supervising officer</u> The Administrative Officer, STARPARD under Panchayats & Rural Development Department</p>
SCC.9.0	<p><u>Paying Officer</u> The STARPARD under Panchayats & Rural Development Department is the Paying Authority of the work.</p>
SCC.10.0	<p><u>Regulatory Mechanism</u> Supply/ Deployment/ Engagement of outsourced personnel shall be regulated in terms of private Security Agencies (Regulations) Act, 2005 read with the private Security Agencies Central model Rule, 2006 and any other rules framed by the appropriate /controlling Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism as provided in the said Act and rules framed there under as per constitutional objective and in national security and interest. Besides different statutory obligation the detailed compliance of Law will also be applicable.</p>
SCC.11.0	<p><u>Conduct & Discipline</u> Every personnel shall behave well with the member of the public and also his superior, colleagues and subordinates. All employees shall be at work punctually at the time fixed and notified to them. Late attendance and irregular attendance including early departure constitute a breach of discipline, punishable being act of misconduct. The personnel so deployed should be discipline and for any breach thereof, the Contractor has to replace the concerned person within 24 (Twenty Four) hour of written notification by the Controlling Officer. The Contractor should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.</p>
SCC.12.0	<p>Terms and Procedures of Payment</p>
SCC.12.1	<p><u>Release of Payment</u> Payment would be released on monthly basis against submission of bill to the controlling officer by the Contractor. The Supervising Officer after due certification towards satisfactory performance will forward the same to the</p>



	<p>paying authority for release of payment in due course. No advance payment would be made. Release of payment from second month onwards is subject to verification of full payment made to E.P.F. & E.S.I. authorities and GST Authority where applicable in respect of persons engaged for the previous month.</p>
SCC.12.2	<p>As per current order in vogue, all payments for any month for the outsource personnel will be completed by the 10th day of the next/ following month by NEFT/Cheque/Cash transfer only. For example: July, 2019 wages/EPF/ESI /GST payment must be paid within 07th August, 2019 or as per provision in respective Act.</p>
SCC.12.3	<p><u>Employer's contribution of EPF, ESI:</u> Employer contribution of EPF, ESI of the outsourced personnel will be paid as extra by the STARPARD under Panchayats & Rural Development Department to the contractor on reimbursement basis against claim.</p>
SCC.12.4	<p><u>Bonus</u> Bonus/ Ex-Gratia will be paid to the outsourced manpower as declared by the STARPARD under Panchayats & Rural Development Department in terms of order of the State Government for that particular year and same will be claimed in payment bill also as extra. No overtime allowances would be allowed.</p>
SCC.12.4	<p><u>Uniform to each Security guard/ year :</u></p> <ol style="list-style-type: none"> <u>The uniform comprises of :</u> <ol style="list-style-type: none"> Two (02) sets of Uniform - Estimated cost – ₹.2400/- per head (maximum up to) 1 pair of Shoes and Socks - Estimated cost – ₹700/- per head (maximum up to) One (01) full sleeve Sweater for winter session - Estimated cost – ₹500/- per head (maximum up to) The cost to be reimbursed on actual basis, maximum upto the estimated cost as mentioned above, against submission of bills in triplicate. The delivery of uniform shall be completed within 30 days from LOA. All other accessories (Hat, Belt, Badge with logo, 1 Torch for each location) cost thereof shall be borne by the company itself.
SCC.12.5	<p><u>Other Necessity for Outsourced Manpower and Security Personnel</u> MONTHLY PAY SLIPS as a proof of disbursement of wages and other statutory payment for the outsourced Manpower and security personnel must be provided to each individual within 20th days of the following month.</p>
SCC.13.0	<p><u>Responsibility for theft/ loss of company's property</u> In case of any theft / loss of Company's property where security agencies have been engaged for guarding purpose, a departmental enquiry will be held. If negligence on the part of Security personnel is found, the Contractor shall have to accept the liability and made good the loss assessed by the STARPARD under P&RD Department. The amount is to be deposited in cash in the STARPARD under Panchayats & Rural Development Department's account.</p>



SCC.14.0	<p><u>Eligibility to Be Engaged</u></p> <p>All the personnel likely to be engaged by the concerned Contractor must possess prescribed Education qualification & standard of physical fitness. In case of security personnel adequate training as prescribed under Private Security Agencies (Regulation) Act, 2005 and Rules framed thereon with other requisites.</p> <p>Age limit in case of different categories of outsource manpower is up to maximum 60 (sixty) year and in case of Security Personnel up to maximum 60 (sixty) year.</p>
SCC.15.0	<p>The contractor needs to take into consideration of services payable on Holidays and that service no additional claim will be entertained by the STARPARD under Panchayats & Rural Development Department.</p>



Section V
Forms

Sl. No.	Form Name	Form No
03.	Bid Form	Form-1
08.	Statement of similar type of order	Form-2
09.	Format For Submission of Pre-Bid Queries	Form- 3
10.	Proposed modifications	Form-4



Form 1

Bid Form

(To be Submitted on Bidder's Letterhead)

Ref No:

To

The Member-Secretary, STARPARD &
 Joint Secretary to the Government of West Bengal
 Panchayats & Rural Development Department,
 Mrityika Bhaban, 8th floor, DD-18/9, Sector-I,
 Salt Lake, Kolkata- 700 004

**Subject: Providing of outsourced manpower of different categories in the
 STARPARD under Panchayats & Rural Development Department**

Reference

:NIeT

No:

.....

Sir,

I, the undersigned, being the authorized signatory of(Name of the Bidder), having read and examined in detail the NIeT including minimum eligibility criteria in particular, instruction to Bidder, general terms & conditions, special terms & conditions and specification and allied part of the tender, and subsequent corrigendum, addendum, if any, (i.e complete tender document), do hereby submitting our offer to execute the contract as per terms & conditions as said forth in your Tender document.

1. We are submitting our bid and declaring the following (**Sl. no 2 to 21**).
2. We confirm having submitted the eligible criteria as required by you in your Tender Document along with this proposal. In case you require any further information or clarification in this regard, we agree to furnish the same in time.
3. We have submitted the requisite amount of “Bid Security” **47,500/- (Rupees Forty Seven Thousand Five Hundred) only** only through online at <https://wbttender.gov.in>.
4. We hereby furnish the following as per applicability:

Sl No	Item	Bidder Detail
1.	Type of Bidder (Company Partnership Firm / Limited Liability Partnership / Any other type please mention)	
2.	Company i)Registration No: ii)Place of registration:	
3.	GST Registration No	
	GST Registration. No(if any)	



4.	PAN No	
5.	PF A/C No	
6.	ESI Code No.	
7.	Professional Tax Registration No.	
8.	Registration number under Private Security Agencies (Regulation) Act, 2005.	

5. Our Yearly Turn Over are as follows:

Sl. No:	Year	Turn over rounded up to in lakh (two digit after decimal)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Average Turn Over	

6. Our Net Worth for last financial (FY 2022-23) is r.

7. Our contact details related to this tender are as follows:

Information	For this project handling office in West Bengal	Head office
Name of the Contact Person		
Designation		
Telephone No		
Fax No		
Mobile No		
Email Address		

8. We also declare that we have local establishment(s) and office in West Bengal. The Details are as follows:

Details of Local Establishment

Information	Local office Location 1	Local office Location 1
Type of Office (Corporate office/ Head Office/ branch office)		
Detail Address		
Telephone No		
Establishment duration (Year)		
Staff Strength of the office		



9. We confirm that our bid in response to the NIEt is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from the STARPARD under P&RD Department.
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate.
11. We declare that the submitted our offer is without any deviations and are strictly in conformity with the documents issued by the STARPARD under Panchayats & Rural Development Department.
12. We declare that content of the Tender Document including NIEt, ITB, GCC, SCC and subsequent corrigendum, addendum, if any, are acceptable to us and we have not taken any deviation in this regard. This is to expressly certify that our offer contains **no deviation** either in direct or indirect form.
13. We also declare that in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
14. If you accept our offer, we agree to complete the entire work in accordance with work completion time given in the Tender document. We fully understand that the work completion time stipulated in is the essence of the contract, if awarded.
15. We offer to execute the work in accordance with the conditions of the NIEt document as available in the in thee-tender portal <https://wbtender.gov.in>
16. This Bid and your subsequent Letter of Acceptance / Work Order /agreement shall constitute a binding contract between us.
17. We hereby confirm our acceptance of all terms and conditions of the NIEt document unconditionally.
18. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as on date due to any reason what-so-ever, by any Government or Government Agencies. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the coure of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of the STARPARD under Panchayats & Rural Development Department.
19. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as and/or terminated from any contract on date due to any reason what-so-ever, by the STARPARD under P&RD Department. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the coure of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of the STARPARD under Panchayats & Rural Development Department.



20. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Response to Tender will be rejected and if LoA has been issued, the same will be cancelled and the bank guarantees will be encashed.

Date : (Printed Name).....
Place : (Designation).....

Signed and Upload



Form 2

(To be submitted on Bidder's Letter head)

Statement of similar type of order order executed as on date of issuance of the NIeT
[Applicability up to the extent of meeting Technical QR].

NIeT No:

To
 The Member-Secretary, STARPARD &
 Ex-officio Joint Secretary to the Government of West Bengal
 Panchayats & Rural Development Department,
 Mrityika Bhaban, 8th floor, DD-18/9, Sector-I,
 Salt Lake, Kolkata- 700 004

Sl. No	Name of the Organization	Financial year	Order No. and date	Name of Owner / order issuing authority	No. of engagement of Manpower	Period of Contract	Remarks Copy of the work order / LOA

- Continuation sheets of like size and format may be used and annexed to this format if required.

Similar type of work means providing Outsourced Manpower in different categories in various organization/ institution will be considered)

Date : (Printed Name).....

Place : (Designation).....

Signed and Upload



Form 3

FORMAT FOR SUBMISSION OF PRE-BID QUERIES			
NI e-T No.			
Providing of outsourced manpower of different categories in the STARPARD under Panchayats & Rural Development Department			
NAME OF THE BIDDER:	<To be filled in by the bidder>	Work name :<To be filled in by the bidder>	
PART A - TECHNICAL QUERIES			
Sl. No.	GCC Clause reference (if any)	BIDDER'S QUERY	STARPARD under Panchayats & Rural Development Department's REPLY
1			
2			
3			
4			
5			
PART B: COMMERCIAL/GCC RELATED/CONTRACTUAL QUERIES			
Sl. No.	GCC Clause reference (if any)	BIDDER'S QUERY	STARPARD under Panchayats & Rural Development Department's REPLY
1			
2			
3			
4			
5			
• Continuation sheets of like size and format may be used as per Bidder requirements and shall be annexed to this Form.			

Note:

- 1. To be submitted before Pre- bid meeting**
- 2. This sheet must not the part of the offer submitted by the bidder and not to be upload**
- 3. Pre bid query to be mailed in Excel Format at email address :**

Date :	(Signature).....
--------	------------------



Place :	(Authorized Representative of bidder)..
	(Designation).....
	Name of the bidder:



Form-4

(Bidder's Letterhead)

Proposed modifications

(To be submitted before Pre-bid meeting)

NleT No:

Bidder's Name & Address:

To

The Member-Secretary, STARPARD &
 Ex-officio Joint Secretary to the Government of West Bengal
 Panchayats & Rural Development Department,
 Mrityika Bhaban, 8th floor, DD-18/9, Sector-I,
 Salt Lake, Kolkata- 700 004

We have carefully gone through the ITB, GCC, SCC and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

Sl.No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Note: 1. To be submitted before Pre- bid meeting

2. This sheet must not the part of the offer submitted by the bidder and not to be upload

3.This sheet to be mailed in Excel Format at email address:

Date : (Signature).....

Place : (Authorised Representative of bidder)

(Designation).....

Name of the bidder:
Section – VI



ANNEXURES

Sl. No	Annexure Name	Annexure No
01	Proforma of Letter of Award	Annexure-1
02	Proforma of Contract Agreement	Annexure-2
04	Proforma of Bank Guarantee for Additional Performance Security	Annexure-3



ANNEXURE-1

PROFORMA OF LETTER OF AWARD (LOA)

Letter of Award of Contract' for Supply, Erection, Commissioning and Testing and five (05) year comprehensive Operation and Maintenance

LETTER OF AWARD

Ref No:

Date:

.....

...Contractor's Name & Address.....

.....

Sub: Letter of Award for “Providing of outsource manpower of different categories in STARPARD under Panchayats & Rural Development Department”

Dear Sir,

1. This has reference to the following:
 - a. Our NleT.dated.....
 - b. E-Tender ID.
 - c. Bidding Documents for the subject comprising the following:
 - i.(List out all the Sections of the Bidding Documents along with Tender Drawings etc.)
 - ii. Errata/Amendment No..... to..... (Name of Section of the Bidding Documents to which Errata/Amendment pertains)..... issued vide no.....dated..... and uploaded(*Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently*)
 - d. Clarifications furnished on the Bidding Documents vide no..... dated and uploaded (*Applicable only if any clarification to the Bidding Documents has been issued subsequently*)

To be included as further sub-paragraphs for any other correspondence made after uploading of bidding documents up to the date of bid opening



- e. Your Proposal for the subject work submitted vide Bid Id No:
 - f. Our Email message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security. *(Applicable only if any extension has been sought subsequently)*
(To be included as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)
 - g. Our Email message/letter No. dated.....inviting you for post bid discussions.
 - h. Post bid discussions and meetings we had with you from to resulting into the following
 - i. Minutes of Meeting enclosed herein with this Letter of Award:
 - i. Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - ii. Minutes of Meeting on Technical issues (APPENDIX -)
 - iii. Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - iv. Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX -)
2. Panchayat and Rural Development Department (P&RD) is pleased to place this Letter of Award (LOA) on you accepting your proposal submitted vide your bid id no:..... dated and its modification vide letter no:..... dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letter (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the scope of work covering “Providing of outsource manpower of different categories in the STARPARD under Panchayats & Rural Development Department”, hereinafter referred to as the '**Contract**').
3. **Scope of Work:**
 4. **Contract Price :**
 5. **Date of Commencement:**
 6. **Period of Contract**
 7. **Variation Additions and Omissions**
 8. **TAXES & DUTIES:** *Detail Taxes, Duties and other Levies for this contract will be guided by the clause no. GCC and SCC*
 9. **Terms and Procedures of Payment:** *Detail Terms and Procedures of Payment for this contract will be guided by the clause no. SCC and GCC*



10. Performance Security / Contract Performance Guarantee (CPG):

11. Additional Performance Security (APS)[If applicable]

Controlling Officer of the Work: The Joint Secretary, STARPARD under Panchayats & Rural Development Department will be Controlling Officer of the work

12. Supervising Officer of the Work: The Administrative Officer, STARPARD under Panchayats & Rural Development Department will be the overall Supervising Officer of the work.

13. Paying Authority of the Work: The Section Officer (SO) of the STARPARD under Panchayats & Rural Development Department is the Paying Authority of the work

14. Contract Agreement:

The copy final contract agreement in two (02) sets shall be submitted by the contractor at his cost for signing within thirty (30) days from the date of issue of this Letter of Award.

The Contractor shall provide free of cost to the purchaser four (04) copy of complete set of tender documents, copies of all the correspondences with the Purchaser etc. in sextuple (04 copies) to form a part of contract document immediately after issuance of this Letter of Award. *[Detail will be guided by the clause of ITB& GCC]*

15. Force Majeure: *This will be governed by Clause of General Condition of Contract (GCC).*

16. Confidentiality: The Contractor shall furnish any information/document to any government authorities in the State/India, if asked for.

17. Correspondences:

All the correspondences related to the Contract are to be made at the following address:

**The Member- Secretary &
Ex Officio Joint Secretary to the Government of West Bengal
Panchayat & Rural Development Department
STARPARD Headquarter
Mrityika Bhaban, 8th floor, DD-18/9, Sector-I,
Salt Lake, Kolkata- 700 064**

This Letter of Award is being issued to you in original. We request you to return its photocopy duly signed and stamped on each page including all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation within ten (10) days from the date of receipt of this Letter of Award as acknowledgment of acceptance of the same.

Please take the necessary action to commence the work and confirm action.

Your faithfully,

For and on behalf of
..... **(Name of the Purchaser)**.....
(Authorized Signatory)



ANNEXURE-2

PROFORMA OF CONTRACT AGREEMENT

(To be executed on Non-Judicial Stamp Paper of r. 100/-)

THIS CONTRACT AGREEMENT is made theday of, 20.....
BETWEEN

Articles of agreement made on this..... day of in the year
..... between the STARPARD under **Panchayat & Rural Development
Department** having its head office at **Mrityika Bhaban, 8th floor, DD-18/9, Sector-I,
Salt Lake, Kolkata- 700 064**

hereinafter referred as '**P&RD**' (which expression shall unless excluded by or repugnant to
the context be deemed to include its successor and assigns) of the OF THE FIRST PART ,
and

..... [**Name of Contractor**]....., a company incorporated under the laws of
.....[country of Contractor]..... and having its principal place of business at
.....[address of Contractor]..... (Hereinafter called “the Contractor”) which
expression shall include its successor and permitted assigns OF THE SECOND PART.

WHEREAS the Purchaser desires to engage the Contractor to design, manufacture, test,
deliver, install, complete and commission and conduct guarantee tests of certain Works, viz.
.....[list of Works] (“the Works”) and the Contractor have agreed to such
engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1. Contract Documents as per Tender Document:

The following documents shall constitute the Contract between P&RD and the
Contractor, and each shall be read and construed as an integral part of the
Contract:

- a. This Contract Agreement and the Appendices hereto
- b. Letter of Award including all documents referred to therein
- c. General Conditions of Contract
- d. Special Conditions of Contract
- e. Bid form and Price Schedules

1.2. Order of Precedence as per tender document

In the event of any ambiguity or conflict between the Contract
Documents listed above, the order of precedence shall be the order in
which the Contract Documents are listed in Article 1.1 (Contract
Documents) above

1.3. Definitions as per tender document



Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article2. Contract Price and Terms of Payment

2.1. Contract Price as per tender document:

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be [Amount of Indian Rupees in words].....,[amount in figures]....., or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2. Terms of Payment as per tender document

The terms and procedures of payment according to which the Purchaser will reimburse the Contractor are given in Tender and corresponding Letter of Award hereto.

Article3. Effective Date for determining Time for Completion

3.1. Effective Date as per tender document:

The period of contract is as per terms of Tender and corresponding Letter of Award and following conditions have been fulfilled within a period as stipulated in the Tender and corresponding Letter of Award from the date of issuance of Letter of Award

- a. This Contract Agreement has been duly executed for and on behalf of P&RD and the Contractor;
- b. The Bid Security (EMD) has been converted to performance security.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2. If the conditions listed under 3.1 are not fulfilled within the days as mentioned in the Tender and corresponding Letter of Award because of reasons attributable to P&RD, the Contract would become effective only from the date of fulfillment of all the above-mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and period of contract and/or other relevant conditions of the Contract.

3.3. However, if any of the conditions listed under 3.1 above are not fulfilled within the days as mentioned in the Tender and corresponding Letter of Award because of the reasons attributable to the Contractor, the Contract will become effective from the date of Letter of Award. In this case, contract Price shall not be adjusted.

3.4. It is expressly understood and agreed by and between the Contractor and P&RD is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and



agreed that the Government is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and undertands that the Purchaser is not an Agent, Representative or Delegate of the Government. It is further understood and agreed that the Government of West Bengal is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government arising out of this Contract and covenants not to sue the Government as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

3.5. Appendices

The Appendices listed, if any, in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Purchaser

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

Signed by for and on behalf of the Contractor

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

^[1]“**Net worth**” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.