File No. BOPT/BID/290/9/2021, Dated – 03.12.2021 Board of Practical Training (Eastern Region) Block – EA. Sector – 1, (Opposite Labony Estate) Salt Lake City, Kolkata- 700 064

GeM – BID NOTICE

<u>Subject: - Invitation of Bids through GeM Portal for services of Head Watchman and Watchman in Board of Practical Training (Eastern Region), Kolkata.</u>

Bids are hereby invited under two bid system i.e. Technical bid & Financial bid from interested Service Providers having their registered office in West Bengal for Outsourcing of services of Head Watchman and Watchman in Board of Practical Training (BOPT) Eastern Region, Kolkata for a period of initially one year which would be extendable for further period of one year maximum up to 3 years on mutual agreement and subject to satisfactory performance of the firm during the contract period. Bids documents can be downloaded through GeM Portal or BOPT (ER) website www.bopter.gov.in.

The Bidders have to deposit the earnest money deposit (EMD) of requisite amount if applicable as per bid details on GeM Portal in the form of Demand Draft drawn in favor of "Board of Practical Training (Eastern Region), Kolkata".

The Tenderer must upload the tender before the last day of filling and also the hard copy of e-tender must reach this office not later than time and date notified in the tender form stated in the schedule of tender in the event of tender received after scheduled date and time, the tenderer will not be allowed in Biding and it will be rejected summarily.

Sl. No.	Activity	Date / Remarks
	Duration of 2 categories of Services i.e. 1 No. of Head Watchman and 07 Nos. of Watchman in Board of Practical Training (Eastern Region), Kolkata	Period of initially one year, extendable for further period of one year maximum up to 3 years on mutual agreement and subject to satisfactory performance of the firm during the contract period.
2.	Bid Reference No.	BOPT/BID/290/9/2021 dated 3 rd December, 2021
3.	Name of Organization	Board of Practical Training, (Eastern Region), Kolkata
4.	Published Date	Stipulated on GeM Portal
5.	Bid submission end Date	Stipulated on GeM Portal
6.	Bid Opening Date & Time	Stipulated on GeM Portal
	Amount for submission of Earnest Money Deposit (EMD) in the form of Demand Draft (DD) drawn in favour of "Board of Practical Training (Eastern Region), Kolkata"	As per Bid details on GeM Portal.

2. Schedule of Invitation of open bids:

8.	Address for communication	The Director, Board of Practical Training (Eastern Region), Block – EA. Sector – 1,
		(Opposite Labony Estate) Salt Lake City, Kolkata- 700 064

(**Director**) Board of Practical Training

File No. BOPT/EOI/290/9/2021 Board of Practical Training (Eastern Region) Block – EA. Sector – 1, (Opposite Labony Estate) Salt Lake City, Kolkata- 700 064

Dated: - 03rd December, 2021

Subject: - Open Invitation of Bids for outsourcing of services of Head Watchman and Watchman in Board of Practical Training (Eastern Region), Kolkata.

The Board of Practical Training (Eastern Region), Kolkata invites bids from experienced and reputed manpower supplying Service Providers/firms/agencies/companies for outsourcing of 08 Nos. of personnel i.e., 1 Nos. of Head watchman & 7 Nos. of Watchman under following criteria:-

S. No.	Name of Post	Education Qualification and experience
1.	Head Watchman (Skilled Category) (1 No. of person required)	 At least 12th Class pass. Work Experience of at least 3 years in related field in Govt. /Autonomous organisations. Ex-servicemen may be preferred.
2.	Watchman (Semi Skilled Category) (7 Nos. of Persons required)	 At least 10th Class pass. Work Experience of at least 1 year in related field. Ex-servicemen may be preferred.
3.	Minimum Age in all categories	Not below 18 years and maximum 60 years in all categories
4.	Number of persons required	The number of persons required against each category indicated above may vary as per requirement.
5.	Period	12 months.
6.	Period within which the manpower is to be supplied	Within 7 days of award of contract.

2. The initial period of contract would be for a period of one year extendable for further period of one year maximum up to 3 years on mutual agreement and subject to satisfactory performance of the firm during the contract period and also subject to the necessary approval of the Competent Authority.

3. The rate of Service Charges / Administrative Charges / any other charges quoted by the Service Provider/firm/Agency would be fixed for the entire period of contract.

4. The Security Service/manpower will have to be supplied by the Service Provider/Firm / Security Service Agency within 7 days of award of contract.

5. The Terms and Conditions of the contract are as contained in Annexure -B. Please submit your Bids/rates only if you are in a position to furnish the requisite services in accordance with the conditions / requirements stated in the attached schedules.

6. Only such agencies which fulfill the minimum criteria laid down in (Annexure -A) and are willing to accept the terms mentioned in Annexure-B unconditionally, may submit their Bids.

7. Though rates will be sought for the two different categories of manpower viz., Head Watchman & Watchman separately, the work will be awarded to single contractor on the basis of average of cost of all categories i.e. only one eligible and the lowest one will be awarded contract for supply of all category of manpower. Rates should not conflict any law or rules of the GOI like Minimum Wages Act etc.

8. EMD (Earnest Money Deposit):- EMD of requisite amount to be deposited in the form of Demand Draft drawn in favor of "Board of Practical Training (Eastern Region), Kolkata". The scanned copy of the same to be uploaded on GeM-Portal. Firm registered under MSME will be exempted from EMD as per existing guidelines.

9. Last date of submission:- Last date of uploading of bid will stipulated on GeM Portal.

10.Date of opening Bids:- Technical bid will be opened on stipulated date & time on GeM-Portal.

11. Financial bid will be the part of this open bids and the same should be quoted separately. Financial bid will be considered for the bidder who qualifies technical bidding.

12. In case of more than one L-1 bids, Director, Board of Practical Training may set up a committee to finalize the award of tender on basis of annual turnover and experience of supplying manpower to Central Government offices etc. The decision of the Director, Board of Practical Training shall be final and binding on all bidders. Acceptance of all bids will necessarily be subject to this condition.

13. Board of Practical Training reserves the right to change any bid condition even after inviting the bids with prior notification/ corrigendum. BOPT reserve the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior or awarding the Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such decision.

14. Eligibility criteria along with experience of the outsourced manpower should be verified by the Service Provider and a certificate along with copies of certificates in proof of eligibility criteria should be submitted to this Board along with certificates of the vendor that he has checked and satisfied. In addition, character and antecedents needs to be submitted duly verified by the Competent Authority.

15. All correspondence should be addressed to: Director, Board of Practical Training (Eastern Region) Block – EA. Sector – 1, (Opposite Labony Estate) Salt Lake City, Kolkata-700 064

(Director) Board of Practical Training

Eligibility Criterion

S. No.	Description			
1.	The Service Provider should submit a solvency certificate from a Scheduled Bank for an amount not less than Rs. 8 lakhs.			
2.	The Service Provider should have experience of having executed / completed supply of manpower for carrying Security/Watchman/Guard Services in various offices during the last 3 years in Government , PSU , autonomous bodies to the satisfaction of the contracting organization anywhere in India. The bidder must submit work done certificate from the clients. The work done certificate should mentioned the details of work executed, the value of the work done, the date of commencement and date of work. Tenders not accompanied by certificate of experience issued by the client Department / Organization/Institute will be disqualified.			
4.	The Service Provider must be having a PAN and GST. An attested copy of PAN card and GST registration certificate of the Agency shall be submitted.			
5.	The Service provider shall have all the statutory compliances and valid licenses required for carrying out private business of running security agency under the Contract Labour (Regulation a Abolition) Act 1970, Private Security Agencies (Regulation) Act, 2005, West Bengal Private Security Agency Act 2007 or possessing valid license from Director General of Resettlement, Ministry of Defence, Govt. of India and he should submit the proof of the same. The Service Provider should possess the certificate or Registration / license under ESIC Act and EPFO Act, etc., and comply with all			
6.	The Service Provider should submit an affidavit, in original, duly certified by a Notary to the effect that there is no police case / vigilance enquiry pending against the partners of the firm or sole Proprietor or company, as the case may be, and that none have even been punished by any Court of Law.			
7.	An affidavit, in original, duly certified by a Notary to the effect that the partners of the Agency or sole Proprietor or Company, as the case may be, have never been black listed is required to be submitted.			
8.	The average annual turnover of the bidders should be minimum Rs.13,00,000 (Rupees Thirteen lakh only) during each of the last three financial year.			
9.	Income Tax returns of last three years duly certified by the Chartered Accountant/ Cost Accountant are required to be submitted.			
10.	Balance Sheets of the firm for last three years duly certified by the Chartered Accountant/ Cost Accountant are required to be submitted.			
11.	Successful bidder/Service Provider will have to enter into a detailed contract agreement with BOPT on Non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) for work.			
12.	Documents in support of the entire above are required to be submitted along-with the bids.			
13.	The Bidders must have their registered office in West Bengal.			

Documents to be uploaded

Bidders firms which fulfill the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected:-

- i. Copy of Audited Accounts Statement of annual turnover for the last three financial years.
- ii. Registration / Incorporation Certificate of firm.
- iii. Scanned copy of EMD, if applicable.
- Registration Certificate of Contract Labor (Regulation & Abolition Act, 1970), PSA(R)
 Act, 2005, Goods and Services Tax (GST), Employees' State Insurance Act, 1948,
 Employees Provident Fund Act.
- v. Copies of satisfactory work performance report in support of eligibility conditions. Copies of work orders, agreements without Satisfactory Performance Certificate shall not be considered for determining the eligibility.
- vi. Copy of PAN No.
- vii. Declaration as per format at Annexure D on Non Judicial Stamp of Rs. 100/-
- viii. Scanned Bid Document (Except Financial Bid Page) containing all terms and conditions of the bid duly signed and Stamped by the bidder.
- ix. Copy of registration certificate of shop and establishment for having Registered office in West Bengal.
- x. Affidavit duly certified by notary to the effect that the partners of the agency or sole proprietor or company, as the case may be have never been black listed.
- xi. Affidavit certified by a notary to the effect that there is no police case/ vigilance enquiring pending against the partner/Sole proprietor/ Company.

Annexure B

TERMS AND CONDITIONS

- 1. The Bidder shall go through all instructions, forms, terms, conditions and specifications in the bidding documents carefully. Failure to furnish any / all information required by the bidding documents or submission 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 its bid. The bids are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in.
- 2. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) sole proprietor of the firm or constituted attorney of such sole proprietor or (ii) a partner of the firm in the case of partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 3. In case of partnership firms, where no authority have been given to any partner to execute the contract / agreement concerning the business of the partnership, the tenders and all other related documents must the signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to have the authority to do so. If it is found, on enquiry, that the person has no authority to do so, the BOPT shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure (s), if any, should be signed by the tenderer.
- 4. BOPT reserve the right to accept or reject any or all the tenders without assigning any reasons whatsoever and decision of the BOPT in this matter shall be final and binding. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the BOPT. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliations Act 1996 as amended from time to time.
- 5. After submission of the tender, the bidder shall not resile from his offer or modify the terms and conditions thereof. If the bidder fails to observe and comply with this stipulation, the aforesaid amount of EMD will be forfeited by the Board. The EMD of unsuccessful bidder may be returned to them within a period of 30 days on the date of award of the contract.
- 6. The conditional bids shall not be accepted in any case.
- 7. No subletting of contract will be permitted. The contract is liable to be cancelled forthwith if subletting is noticed.
- 8. The Tender shall be kept open for acceptance by Board up to 60 days.
- 9. The contract shall normally be awarded for a period of one year from the date of award and extendable for two more years on mutual understanding and subject to satisfactory performance by the contractor. The BOPT in its capacity as Principal Employer, reserve the right to modify any of the terms and conditions, at its discretion, in the interest of the job/work. The agreement is terminable with one calendar months' notice by BOPT and three calendar months' notice by the contractor.

- 10. The rates quoted shall be in percentage and to be written both in figure and word for one calendar month and there shall be no correction or overtyping etc. The offers with any correction / deviation in prices either in words / figures shall be summarily ignored.
- 11. THE SERVICE PROVIDER IS ENTITLED TO KEEP WITH IT ONLY THE CONTRACTOR'S ADMINISTRATIVE / SERVICES CHARGES. THE CONTRACTOR SHALL NOT CHARGE THE PERSONS DEPLOYED OR PROPOSED TO BE DEPLOYED WITH THIS BOARD ANY MONEY IN ANY NAME IN ANY FORM. ANY COMPLAINT AGAINST THE CONTRACTOR IN THIS REGARD BEFORE (I.E. AFTER SELECTION OF L-1) OR AFTER AWARDING THE CONTRACT WILL BE VIEWED VERY SERIOUSLY AND THE CONTRACT WOULD BE CANCELLED WITH FORFEITURE OF THE SECURITY AND BLACKLISTING OF THE CONTRACTOR.
 - (a) The Board will pay Monthly minimum rates of Wages for employees employed in Skilled Category for Head Watchman & Semi Skilled Category for Watchman as promulgated by Ministry of Labour & Employment, Govt. of India and applicable to Central Sphere i.e., Organizations of the Central Govt.
- 1. Further, the Board will pay the <u>P.F, ESI</u> and Payment of <u>Bonus as applicable</u> on basic wages to all the contract workers. The above rates are subject to revision as and when required. GST applicable will be reimbursed on actual basis on production of documentary evidence.
- 12. The work will be awarded on the basis of rate of Service/Agency Charges quoted in percentage on total value of contract except Service Tax/GST etc.
- 13. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, Govt. of India, bids quoting 'Nil' charges / consideration or quoting an amount which in the opinion of the competent authority in BOPT is so low with respect to the work / expenditure involved that the bidders cannot be trusted to provide the services at such costs for the full period of contract, shall be treated as unresponsive and will not be considered.
- 14. The contract shall normally be awarded to the lowest evaluated bidder meeting all the terms and conditions of the tender essentially the contract relating to availability of requisite infrastructure / facilities. BOPT however does not bind itself to accept / award tender to the lowest evaluated bidder. The final decision lies with BOPT and the contract may be awarded to any suitable service provider at the discretion of the BOPT(ER) and no reason shall be furnished for the above decision.
- 15. If a Service Provider/bidder does not accept the offer, after issue of the letter of award by BOPT within 07 (Seven) days, the offer made shall be deemed to be withdrawn without any notice and the earnest money will be forfeited.
- 16. The successful Service provider/bidder will have to deposit a Performance Guarantee as per bid details on GeM Portal through Demand Draft in favor of Board of Practical Training (Eastern Region), Kolkata (Security Deposit) within 15 days from the date of receipt of communications regarding acceptance of Tender.
- 17. The wages shall be disbursed to the worker through RTGS/ NEFT and proof of payment should be enclosed with the claim bill.
- 18. The Service Provider shall ensure payment of salary before 7th of the succeeding month without uninitiated or unknown deductions.
- 19. The Service Provider shall submit its invoice in duplicate after making payment to the

employees supported by the following documents irrespective of release of payment to the agency:

(a) Details of disbursement including the amount to be received from the BOPT in respect of each work, amount deducted towards employee's contributions and the net amount paid to the workers along with payment details.

(b)Documentary proof of payment EPF and ESI subscriptions recovered from the workers together with the details of amounts paid in respect of workers.

- (c) Documentary proof of payments towards GST etc.
- 20. The Service Provider shall ensure that all statutory dues such as EPF/ ESI etc. as applicable under any law, rule or notification of Government of India / State Govt. are paid well in time.
- 21. It shall be sole responsibility of the Service Provider to abide by the provisions of the following Acts for engaging the workers.
 - a) Employment of Children Act;
 - b) Workmen Compensation Act;
 - c) Employment of labour/ Contract Labour (Regulation and Abolition) Act 1970
 - d) Industrial Employment act;
 - e) Minimum Wages Act;
 - f) Employee Provident Fund Act;
 - g) Employees State Insurance Act;
 - h) West Bengal Security Agency Act, 2007
 - i) Any other Act or legislation as may be in force from time to time.

Non adherence of any of the Statutory Acts will result in disqualification at the cost of the bidder.

- 22. The contractor shall be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to the BOPT to the concerned tax collection authorities from, time to time as per extant rules and regulations on the matters.
- 23. Payment in settlement of the bills will be subject to the deductions of income tax at applicable rates under Tax Deducted at Source (TDS).
- 24. BOPT shall have no liability, financial or otherwise, for any harm / damage. Injury caused to the worker / machinery deployed by the firm and in the course of performing work of the Directorate for compensation or financial assistance on this account. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled by the agency and the workers engaged by it themselves. BOPT in no case shall be a party to such a dispute.
- 25. The personnel deployed shall not claim any Master and Servant or employer- employee relationship with this office. In other words, it should be made clear to the manpower so deployed by the successful bidder as per the tender that no employer/worker/employee/relationship is established between the Board and workers by virtue of such deployment and no claims for temporary or permanent employment in Govt. service shall be entertained from any or group of such workers.
- 26. In case of termination of the contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to or have a claim for absorption in regular / any other capacity in BOPT.
- 27. The Service Provider will ensure that employees are medically fit and free any communicable diseases.

- 28. The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes related to personnel deployed by it and the BOPT shall is no way be responsible for settlement of such issues whatsoever.
- 29. The Service Provider will furnish to BOPT the full particulars of the personnel sponsored, telephone number etc. and will also ensure the verification of Antecedents of such personnel from their ex-employer and ensure that they possess the requisite academic qualifications and experience for rendering the requisite service to the BOPT. The contractor shall verify and submit copies of certificates in support of age and qualification to the BOPT.
- 30. The Service Provider or the work shall not misuse the premise allotted them for any purpose other than for which the contract is awarded.
- 31. The Service Provider shall ensure that the workers are punctual and alert and vigilant in performance of their duties. The contractor shall engage physically fit persons.
- 32. The Service Personnel provided shall be under the direct control and supervision on day to day basis, by the officer(s) authorized by BOPT for time to time. They will be bound by the office timings, duty, placement, locations etc. as decided by BOPT.
- 33. The deployed personnel will not make any financial transaction with the employees of BOPT(ER) either directly or indirectly. The service provider should not be related to any employees of BOPT(ER) either any family relation or any other business relations.
- 34. The Head Watchman and Watchmen are to be deployed by service provider must have a good moral character and should not indulge in any activity which may damage as well as weaken working atmosphere of the secretariat of this Board. They must be prepared themselves to work in the office during the shifts of 08 hours to be arranged by the service provider. These personnel must be physically fit and having full uniform during duty hours.
- 35. The service provider shall submit list of names of the duty personnel to be deployed with complete address, photographs, etc. and indemnity bonds for each shift during the month. In case of change of personnel prior approval of the authority must be obtained.
- 36. The BOPT(ER) shall not be responsible to make any payment for any loss of lives or injury sustained by the watchman or Head watchman during the course of their duties in BOPT(ER) premises. The Head watchman and watchman will draw remuneration from the service provider only and will not claim any employment benefit from BOPT(ER) at any time. All security personnel deployed in BOPT(ER) shall have to sign an Indemnity Bond before deploying for duties.
- 37. The Service Provider will be entrusted with the responsibility of round the clock security of Office Building and its premises. Additionally, they shall be entrusted with Operational Main Gate and Internal entrance gates including closing and opening of internal doors before/after duty hours of office. The Agency shall ensure security of all office equipment, Water Pump house, Staff Car Garage, computers and peripherals, office automation equipment, electrical installations. Telephones & EPABX equipment, Officer Furniture and fittings and related documents.
- 38. The service provider shall provide one Head Watchman and 6 Watchman everyday as per following timings:-

0930 Hrs- 1800 Hrs	-	1 Head Watchman
0600 Hrs- 1400 Hrs	-	2 Watchman
1400 Hrs- 2200Hrs	-	2 Watchman
2200 Hrs- 0600Hrs	-	2 Watchman

39. The Head Watchman shall maintain attendance register to be signed by the Watchman attending duties and same shall have to be produced before AAO/OS of BOPT(ER) at the end of each day for

verification. Routine checks/surprise checks shall be carried out by AAO/OS or Head Watchman in their and necessary record check books shall be maintained by watchmen duly signed by Head Watchman.

- 40. The Personnel service provider shall switch on & switch off outside lights, glow signboard and garden lights at 1800 Hrs evening & 0600 Hrs morning respectively on each day.
- 41. For any unusual incidence noticed by the staff on duty during Weekends/Holidays are to be immediately reported upon by telephone to the AAO/OS followed by Occurrence report duly signed in occurrence Register in the next day of working hours.
- 42. The Head Watchman shall maintain visitors register for different category of visitors and issue visitors slip accordingly.
- 43. The personnel will perform their duties with full uniform which will be supplied by Service provider.
- 44. The personnel are to handle all types of fire fighting equipment in case of emergency in order to save Office property.
- 45. The following registers to be maintained on daily basis by the Head Watchman:
 - (a) Students Visitors Register
 - (b) Visitors Register Others
 - (c) Record of Key Issue Register
 - (d) Attendance Register- Security guards.
 - (e) Duty Register Shift wise Security guards
 - (f) Occurrence register.
 - (g) Record of Issue Visitors Slip & Gate Passes.
 - (h) Any other registers as and when required by authority.
 - (j) Record check Books for Guards.
- 46. The Service Personnel should be able to operate Electrical Switch Room of Office Building and other electrical switches, Water Pump and telephone on routine basis.
- 47. All items and facilities necessary for duties except arms, ammunition, metal detector, Uniforms shall be provided by BOPT(ER). The following items shall generally issued to the agencies:
 - 1. Watchman Rest Room for Change of Uniform etc.
 - 2. One Torch for Night Duty and Two Umbrellas for Rainy season duty.
 - 3. Stationary items such as pen, pencil, registers etc.
- 48. The persons deployed shall be available in the premises throughout the working time on all working days.
- 49. The Service Provider shall take all precautions to prevent any unlawful acts or disorderly conduct of his manpower deployed in the office of BOPT for the preservation of peace and protection of persons and property.
- 50. The damage caused, if any, to BOPT's property through the acts of the Service Provider or its employees shall be made good by the Agency and the decision of BOPT in this regard shall be final and binding.
- 51. In case of any loss, theft / sabotage caused by / attributable to the personnel deployed by the Contractor, BOPT reserve the right to claim / recover damage from the Contractor
- 52. Whenever and wherever it's found that the work is not up to the mark and any section, it will be bought to the notice of the Service Provider by BOPT and if no action is taken within one working day, an amount of Rs. 1500/- will be levied as liquidated damages per day.

- 53. In case of breach of any terms and conditions attached to this contract, the security deposit of the Service Provider will be liable to be forfeited by BOPT besides annulment of agreement.
- 54. In case of default / inordinate delay in payment to the outsourced workers by the Service Provider, BOPT reserves the right to make alternative arrangement through available sources and shall recover the entire cost and penalty charges after adding 10% administrative cost from the Service Provider and its shall be unconditionally binding on him. The amount can be recovered from any amount due to the contractor whether against this order or from any other order or from security deposit.
- 55. If any provision / terms of this document are held invalid or otherwise unenforceable, the enforceability of the remaining provisions / terms of the documents will not be impaired thereby.
- 56. If any term of this document is over riding by other terms then whichever is beneficial to BOPT shall prevail and it shall be acceptable unconditionally to the service provider.
- 57. The terms and conditions as stipulated herein shall be part of the agreement.

(**Director**) Board of Practical Training

Other Terms And Conditions

Evaluation of technical and financial Bid

- **a.** The Bidders are required to upload Technical bid as per Bid Specification uploaded on GeM Portal.
- **b.** Each and every page of attached document should be signed and stamped by bidder or the authorized representative of Bidders.
- c. Director, BOPT (ER) reserves the right to reject all Bid in whole, or in part, without assigning any reason thereof.
- **d.** Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder but bidder has to justify that the service charge quoted is adequate to incur the expenditure required to render the services. In case of more than one L-1 bids, tender committee to finalize the award of tender on basis of average annual turnover in the last 3 financial year and experience of supplying manpower to Central Govt. Offices etc.
- e. The earnest money shall be refunded to the unsuccessful bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit. No interest is payable on the EMD.
- **f.** The bid shall be valid for 60 days from the date of opening of financial bid.
- g. Bids which are incomplete or Conditional in any form shall be rejected out rightly.
- **h.** In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), their EMD shall be forfeited.
- i. A formal contract shall be executed/entered into with the successful Bidder. In this contract, the successful Bidder shall be defined as Contractor.

Schedule Technical bid

Annexure-C

Part-I

Name of the Firm / Agency

1. Full address with e-mail and Telephone No.

- 2. Constitution of firm / Agency (Attached copy of certificate)
 - (i) Indian Company Act, 1956
 - (ii) Indian Partnership Act, 1932 (Please give name of partners)
 - (iii) Any other Act.
 - (iv) Sole Proprietorship
- 3. i) For partnership firms whether registered under the Indian partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender.
 - ii) If the answer to the above is in negative. Whether there is any general power of attorney executed by the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration.
 - iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.
 - iv) Name, address, Telephone No., email of the proprietor / partner of the Agency / firm or if it is a copy, the same details of the Director(s) of the company.
- 4. Name and full address of your banker:

5. Your Permanent Account No. (PAN)/ TAN and GST No. (GST Tax registration certificate etc.)

- 6. Your EPF registration no.
- 7. Your ESIC registration no.
- 8. Contract labour registration no.
- 9. Date of establishment of the Agency / Firm/ Company
- 10. Any other relevant information:

Part –II

11. Earnest Money Deposited: Yes / No (Write draft No., date and Issuing bank details)

Part III

Details of Financial Statement, Profit and Loss Statement During last Three Years

Sl No.	Financial Year	Income in Rs.	Expenditure in Rs.	Net Profit/ Loss in Rs.
1.	2018-2019			
2.	2019-2020			
3.	2020-2021			

Part IV

Details of Value of Contract as per eligibility criteria in the following Performa

Sl No.	Name and Address of the organization	No. of manpower		Duration of Contract	
		deployed	(Rs.)	From	То
				dd/mm/yyyy	dd/mm/yyyy
1.					
2.					
3.					

Additional sheets may be attached in similar format, if required

Signature of Owner/Managing Partner/ Director

:

Date :

Full Name

Place :

Company's Seal :

Annexure-D

Declaration

2.	I,		 	
•••••	Son/Daughte	er of		
Shri.			 	

Proprietor/ partner/Director/Authorized Signatory of

am competent to sign this declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. I have apprised myself fully about the job to be done during the currency of period of agreement and also acknowledge to bear the consequences of non-performance of deficiencies in ser-vices on my part.

6. Company/Firm has done in past satisfactorily / disciplined work and not blacklisted in past by any client.

Signature of Owner/ Managing Partner/Director

Date :

Full Name:Company's Seal:

Place :

Annexure-E

Tender Reference No. - BOPT/BID/290/9/2021 dated 03.12.2021 Financial bid (To be enclosed in a separate sealed envelope)

Expression of Interest for Outsourcing of Services in Board of Practical Training (Eastern Region), Kolkata

1. Name of tendering Service Provider/ Company/ Firm / Agency:

2. Rates / remuneration for Outsourcing of services of 1 no. of Head Watchman & 7 nos. of Watchman.

Elements of Bid	In percentage (%) on total amount by taking Minimum wages and Bonus (write both in figure and words)
Service/Administrative/Agency charges etc. for providing 1 No. of Head Watchman and 7 nos. of Watchman.	

(There should be no correction or overtyping in price / financial bid rate).

Note:-

- 1. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder as other parameter like minimum wages, ESI contribution, EPF Contribution (Employer Share), GST etc., are as per statutory provision.
- 2. GST applicable will be reimbursed on actual basis on production of documentary evidence.
- 3. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.
- 4. Bidder has to justify that the service charge quoted is adequate to incurring the expenditure required to render the services.
- 5. In case of more than one L-1 bids, tender committee to finalize the award of tender on basis of average annual turnover in the last 3 financial year and experience of supplying manpower to Central Govt. Offices etc.

* All the columns should be Mandatory filled in.

Date: -

Place:-

Signature of Service Provider

Office seal





Bid Number: GEM/2021/B/1770369 Dated: 16-12-2021

Bid Document

Bid Details			
Bid End Date/Time	06-01-2022 15:00:00		
Bid Opening Date/Time	06-01-2022 15:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	60 (Days)		
Ministry/State Name	Ministry Of Education		
Department Name	Department Of Higher Education		
Organisation Name	Board Of Practical Training (bopt) Easter Region		
Office Name	Board Of Practical Training (bopt), Eastern Region		
Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor		
Contract Period	1 Year(s)		
Minimum Average Annual Turnover of the Bidder	13 Lakh (s)		
Years of Past Experience required	3 Year (s)		
Past Experience of Similar Services required	Yes		
MSE Exemption for Years of Experience and Turnover	Νο		
Startup Exemption for Years of Experience and Turnover	Νο		
SHG Exemption for Years of Experience and Turnover	Νο		
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled	No		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Estimated Bid Value	2630000		
Evaluation Method	Total value wise evaluation		

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	0.50
EMD Amount	13150

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	1.50
Duration of ePBG required (Months).	13

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Board of Practical Training, Eastern Region Board of Practical Training (Bopt), Eastern Region, Department of Higher Education, Board of Practical Training (BOPT) Easter Region, Ministry of Education (Director)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year. 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Annual turnover Required by Buyer in Crores: As mentioned in uploaded tender document.

The Bidder should have executed at least X No. projects with contract value not less than yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years: As mentioned in uploaded tender document.

Geographic Presence: Office registration certificate:The bidders must have their registered office in West Bengal.

Additional Conditions specific to this bid: As mentioned in uploaded bid document.

Scope Of Work For the Service:<u>1639646633.pdf</u>

Competent Authority Approval for the additional conditions: <u>1639646742.pdf</u>

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (7)

Technical Specifications

Specification	Values			
Core				
Type of Establishment / Area	Office/Commercial/Institutions/ Residential			
Category of Profile	Unarmed Security Guard			
Category of Skills	Semi skilled			
Gender	No Preference			
Duty Hours in a day	8			
Qualification	High School			
Ex Servicemen	Optional			
Age Limit	Up to60 years			
Years of Experience	0 – 3 years			
Additional Requirements for the Security Personnel	NA			
Addon(s)				
Additional Details				
Total Number of Manpower per 8 hour shift	7			
Location of Deployment	BOPT (ER) Kolkata office			
Designation	Watchman			

Additional Specification Documents

S.No.	Consignee/Reporti ng Officer	Address	Number of resources to be hired	Additional Requirement
1	Rakesh Kumar Shaw	700064,Block - EA, Sector : I(Oppsite Labony Estate), P.O. Salt Lake City, Kolkata, West Bengal PIN 700064	7	 Number of working days in a month : 26 Basic Pay (Minimum daily wage) : 724 Bonus (INR per day) : 8.33 EDLI (INR per day) : 0.5 EPF Admin charge (INR per day) : 0.5 ESI (INR per day) : 0.5 ESI (INR per day) : 0.5 ESI (INR per day) : 3.25 Non Mandatory Compliance 1 (in Rupees) : 0 Non Mandatory Compliance 2 (in Rupees) : 0 Non Mandatory Compliance 3 (in Rupees) : 0 Non Mandatory Compliance 3 (in Rupees) : 0 Provident Fund (INR per day) : 12 Tenure/ Duration o Employment : 12

Consignees/Reporting Officer and Quantity

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor (1)

Technical Specifications

Specification	Values		
Core			
Type of Establishment / Area	Office/Commercial/Institutions/ Residential		
Category of Profile	Security Supervisor		
Category of Skills	Skilled		
Gender	No Preference		
Duty Hours in a day	8		
Qualification	Secondary School		
Ex Servicemen	Optional		
Age Limit	Up to60 years		

Specification	Values	
Years of Experience	3 – 6 years	
Additional Requirements for the Security Personnel	Exservicemen preferred	
Addon(s)		
Additional Details		
Location of Deployment	BOPT (ER) Kolkata office	
Designation	Head Watchman	
Total Number of Manpower per 8 hour shift	1	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Number of resources to be hired	Additional Requirement
1	Rakesh Kumar Shaw	700064,Block - EA, Sector : l(Oppsite Labony Estate), P.O. Salt Lake City, Kolkata, West Bengal PIN 700064	1	 Number of working days in a month : 26 Basic Pay (Minimum daily wage) : 795 Bonus (INR per day) : 8.33 EDLI (INR per day) : 0.5 EPF Admin charge (INR per day) : 0.5 ESI (INR per day) : 0.5 ESI (INR per day) : 0.5 ESI (INR per day) : 3.25 Non Mandatory Compliance 1 (in Rupees) : 0 Non Mandatory Compliance 2 (in Rupees) : 0 Non Mandatory Compliance 3 (in Rupees) : 0 Provident Fund (INR per day) : 12 Tenure/ Duration of Employment : 12

Buyer Added Bid Specific Terms and Conditions

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level</u> <u>Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---