

West Bengal Police Directorate,
Bhabani Bhawan,
31Belvedere Road, Alipore, Kolkata-27

Notice Inviting e-Tender no. **WBPD/CSW/NIT-01/2021-22**

The following Terms & Conditions shall be complied by the prospective agencies / bidder(s) for this e-Tender:-

1. Overall Brief of the Tender

- 1.1 Bhabani Bhawan building (hereinafter called "building") is used as the Headquarter of West Bengal Police from where the Office of the Director General & Inspector General of Police functions.
- 1.2 The Tender will be on two part bidding system (i.e. Technical bid & Financial bid) and will be evaluated at each stage by the Committee appointed for the purpose. Committee will decide the bidder/Agency fit for AOC(Award of Contract).

2. Scope of the Work/ Job Description

The work requires providing **Cleaning Service Work (CSW)** of the following nature:-

- 2.1 The working area measuring about **142758 sq. feet**(approx) which includes entire inside area of the four storied building and its adjacent area and ERSS Office, MT Section PHQ has to be covered and cleaned under the contract/tender for **Cleaning Service Work**. The Cleaning Service Work has to performed for all the rooms & office chambers of different blocks, committee rooms, conference halls, canteens, reception halls, control rooms, windows, doors, telephone exchanges, toilets, veranda, all the store rooms, all the staircases, garbage of all outside drains, garages, common pavement in front of main gate. The cleaning work also includes dusting and cleaning of all office furniture, floors, inside walls & roofs.
- 2.2 Light Fittings, Ceiling Fans/Wall mounted fans, Sofa, Chairs, TV set, Air conditioners, Computers & its peripherals, Showcases, objects made of glass, beautification items, other equipments etc. should also be cleaned minutely in a very professional manner with modern equipments like vacuum cleaner etc. by trained persons to make it fully dust-free and cleaned.
- 2.3 Adequate numbers of cleaning gadgets & tools like vacuum cleaner, water absorbers/suckers, spin mops, twist mops, wipers, brushes, modern dusters etc. and necessary cleaning materials (such as pesticides, insecticides, phenyl, room/air fresheners, naphthalene, air sanitizers etc.) with sufficient numbers of Cleaning Staff conversant with execution of modern techniques of cleaning and housekeeping should be deployed by the selected agency to perform the work as enumerated under this tender.
- 2.4 The toilets should be cleaned thrice everyday and other places as mentioned above should be cleaned once daily. The toilets should be cleaned in such a manner so as to keep it highly hygienic and dry. The main aim should of effective cleaning and to ensure that the above frequency will have to be increased and intensified as per the requirement of the Tender Inviting Authority. Sufficient numbers of cleaning staff should be always present during office/working hours at the building. An employee of the Supervisor rank to be engaged during working hours at the building for communication in case of any crisis relating to cleaning. A dedicated contact number of the supervisor should be made available for instant telephonic communication for the purpose of cleaning work.
- 2.5 Pockets of small gardens in front of main gate of the building should also be maintained and nurtured by the selected agency.

- 2.6 The pesticides/chemicals etc. used for Cleaning Service Work should not create adverse impacts on human health.
- 2.7 The chemicals / pesticides used for the scope of work shall be eco-friendly with IS specifications/WHO approved and purchased from reputed original manufacturer or their authorized dealers.
- 2.8 The Cleaning Service Work during morning time should be completed by 9:30 hrs everyday of all the places as stated above.
- 2.9 Contractor shall also take all precautions to ensure that no damage/staining happen to any furniture, fixtures, surface by the way of their work and method used by them or their staff. The Contractor may be penalised monetarily in proportionate to damages done due to reckless work.

3. General Instructions

- 3.1 The Director General & Inspector General of Police, West Bengal (DG & IGP, WB) or any person authorized by DG & IGP, WB **reserves the right to accept/reject** any or all the tenders in part or full or divide the work among two or more parties without assigning any reasons therefore and, in such case, bidders shall not have any claim on the Office of Tender Inviting Authority (hereinafter called "TIA").
- 3.2 The contractor should maintain attendance and other record of the man power engaged by him required under law and must observe all the formalities under the labour act.
- 3.3 In case, any person employed by the contractor/finally selected agency commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence or involves in any act that is prejudicial to the employees of this office or to the office, such person will be immediately debarred from the site of work by the officer in charge and the contractor will be liable to take appropriate disciplinary action against such persons, with intimation to this office about the action initiated against such person.
- 3.4 The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues, whatsoever.
- 3.5 WBP shall not be responsible for any injury or death of any worker at site due to accident or malfunctioning of the equipment or by negligence of staff.
- 3.6 No payment will be made to the contractor for damage caused by rains or other natural calamities during execution of the work and no such claim on this account will be entertained.
- 3.7 No man power shall be engaged below 18 year of age.
- 3.8 It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him. The Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency during the course of their performing the functions/duties, or for payment towards any compensation.
- 3.9 West Bengal Police (WBP) shall be at liberty to discontinue/cancel the contract agreement by giving one week notice without assigning reason thereof. Decision of WBP shall be final and binding on the contractor for which no claim on any account shall be entertained by the department.

3.10 The Jurisdiction area will be Kolkata only in case of any legal dispute.

4. Minimum Eligibility Criteria

- 4.1 The Agency should be able to provide a qualified and technically creative team for undertaking the work for West Bengal Police. The Agency team would work closely with the West Bengal Police Directorate.
- 4.2 The firm should have past experience of at least three years in the field of Cleaning Service Work with at least one year experience in Government, Public Sector Undertaking.
- 4.3 Provide user satisfaction certificates from organisations of repute (like Central Govt./ State Govt./PSUs/distinguished Corporate Houses etc.)
- 4.4 Details of at least three running contracts in the field of Cleaning Service Work. (Please enclose proof).
- 4.5 The bidder should have a valid license to use the permissible insecticides/chemicals for commercial Cleaning Service Work (Enclose copies of necessary certificates /Licenses, as proof).
- 4.6 The bidder should not have any contract cancelled during the period of past three years. (Please see the Annexure-A, given below)
- 4.7 Bidder shall be required to submit Turnover certificate for last two years by a Chartered Accountant.
- 4.8 The affidavit/certificate will be required after L1 bidder is selected by Tender acceptance committee. In the event of the information submitted by him being found to be false or fabricated in any manner whatsoever, the bidder may be suspended and/or debarred (Please see the Annexure-A, given below).
- 4.9 The bidder should confirm in writing, acceptance of all the terms and conditions given in various paragraphs of RFP, for consideration of his application/tender for the work of Cleaning Service (Please see the Annexure-A, given below).
- 4.10 The bidder should have not been de-registered/blacklisted, previously (Please see the Annexure-A below).
- 4.11 In the event of the tender being submitted by a firm, Annexure-A(given below) & the Contract (in case of successful bidder at the time of Award of Contract), must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding the "Power of Attorney" authorizing him to do so. Such **"Power of Attorney" is to be produced with the Tender** and in the Case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the "Indian Partnership Act".

5. Terms & Conditions

- 5.1 The Bidder has to deploy minimum 01 nos. of Supervisor, 20 nos. of Sweeper/Cleaning Staff, 4 to 5 Vacuum cleaners for day to day cleaning work of aforesaid area. Use of sufficient quantity of cleaning materials (sanitizers, pesticides, insecticides etc) of ISO standard quality should be ensured.
- 5.2 The staff of the selected agency will not be treated as staff of the West Bengal Police Directorate what so ever. The agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out of the above job. The West Bengal Police Directorate shall not be liable to any penalty under

relevant rules, enactment of or related regulations for which the selected agency is responsible under the law.

- 5.3 The contractor shall obtain specified labour license on sight. The agency shall make own arrangements for transportation of his employees, if required. The selected agency will maintain register for recording attendance of their personnel at their own cost, which can be verified by West Bengal Police Directorate.
- 5.4 The Tender Document/Tender is not transferable under any circumstances.
- 5.5 Tender shall be submitted online only through <https://wbtenders.gov.in> .
- 5.6 No physical/offline Bid shall be accepted.
- 5.7 The Committee for Tender reserves the right to cancel the BID/Tender without assigning any reason to the Bidder or anyone else.
- 5.8 Conditional tenders and casual letters sent by the bidders will not be accepted. Tender/AOC/Contract shall not be sublet.
- 5.9 Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
- 5.10 The Committee for Tender also reserves the right for not assigning tender/AOC at all to any bidder/bidders without giving any reason.
- 5.11 In case of unsatisfactory work, WBPD authority reserves the right to impose minimum penal charges of 20% to maximum charges of 100% of the Invoice amount of cleaning service work.
- 5.12 Annual Turnover not less than 1.5 lakh per month for consecutive 03 years.

6. Earnest Money Deposit (EMD):

- 6.1 The bidder shall furnish Earnest Money Deposit (EMD) amounting to Rs. **50,000/- (Fifty thousand only)**.
- 6.2 The EMD shall be in Indian Rupees and shall be submitted electronically i.e. **online** – through net banking enabled bank accounts or by generating NEFT/ RTGS challan from the e-tendering portal. Bidder who wants to pay EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site (wbtenders.gov.in). Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. For more details a bidder should refer to Memorandum No. 3975-F(Y) dated 28th July, 2016 of Finance Department, Audit Branch, Government of West Bengal. EMD amount is payable in favour of Deputy Inspector General of Police(O), West Bengal.
- 6.3 The earnest money of unsuccessful bidders will be refunded **online automatically** as per the process mentioned in the above Memorandum. No interest on EMD could be claimed/paid.
- 6.4 The Earnest Money of the bidder will be forfeited on account of one or more of the following reasons:
 - (a) Applicant withdraws the proposal during the validity period of bid specified in E-Tender document.
 - (b) Applicant does not respond to requests for clarification of its proposal/substandard works.

- (c) Applicant fails to provide required information during the evaluation process or is found to be non-responsive.
- (d) In case the successful applicant, fails to sign the Agreement in time; or furnish Security Deposit.

7. Security Deposit:

- 7.1 This amount has to be submitted at the time of signing the final agreement/AOC with the successful bidder and it shall remain valid during the tenure of contract period and six months thereafter.
- 7.2 The selected Bidder shall have to deposit Security Deposit off line in the form of F.D.R. (Fixed Deposit Receipt) at 5 per cent of the total value of orders placed with them in favour of **Deputy Inspector General of Police (Organisation), West Bengal** and to execute an agreement in W.B.F. No.5449C/other format.
- 7.3 The Director General and Inspector General of Police, West Bengal reserves the right to forfeit the Security Deposit tendered by the Bidder(s) or part thereof and / or to Black-list the Bidder(s) in the event of his / their failure to provide quality work of Cleaning Service to the entire satisfaction of the Inspection Team of WBP (inspection to be held time to time) as per the contract/agreement.
- 7.4 Loss/damages to the department inflicted due to any reason whatsoever (except reasons beyond control of the agency/bidder such as natural calamity) by the successful bidder or agency or Cleaning Service Work team while performing the work and deployed by the bidder, may be adjusted from the Security Deposit. In case of huge damages or loss, the bidder/agency may be asked to compensate for that.
- 7.5 The amount of the Security Deposit will be released after the successful completion of the contract/ intended contract as the case may be along with the Last Bill. No Interest on Security Deposit could be claimed/Paid.

8. Preparation of Proposals

- 8.1 Agencies are required to submit a Technical proposal and a Financial Proposal as specified below.

9. Technical proposal

- 9.1 The Technical Proposal (**Statutory Documents**) will contain the following 3 Covers:
 - A. **Technical Documents: (1st Cover)** : The following documents/certificates should be uploaded in PDF format by a bidder in the website <https://wbtenders.gov.in> . Scan copies of the following documents have to be uploaded by a bidder:
 - (i) User satisfaction certificates from organisations of repute (like Central Govt./ State Govt./PSUs/distinguished Corporate Houses etc.).
 - (ii) Experience in Cleaning Service Works.
 - (iii) Brief history of the Organisation/Agency.
 - (iv) A concept note detailing Cleaning Service Works
 - (v) Past experience certificate of at least 3 years in the field of Cleaning Service Works.
 - (vi) Annual turnover of the agency not less than 1.5 lakh per month for consecutive 03 years.

(vii) Valid license to use of permissible insecticides/chemicals for Cleaning Service Works.

(viii) Power of Attorney (if applicable)

(ix) ESI & PF registration Nos. with the latest return slip/certificate for the employees of the bidder/firm.

B. **EMD (2nd Cover)** should be paid online as described above.

C. **TENDER CONDITIONS ACCEPTANCE LETTER (3rd Cover)**: The Bidder will submit an undertaking as detailed in Annexure A, below, in PDF format on the letterhead of the Agency and signed by an authorized signatory. The cost of the work (i.e. bided price) shall not be indicated in the undertaking. **The above undertaking submitted by the agencies shall be binding on the Agency.**

9.2 Non statutory documents OR My documents OR other Important Documents

The scan copies of the following documents are to be uploaded in PDF format in this folder.

Sl. No.	Documents	Corresponding E- Tender folder in Other Important Document.
1.	Trade License/Enlistment	Company Details
2.	Copies of Audited Balance Sheet & Profit & loss A/C for last two years	Certificates
3.	Turnover certificate for last two years by a Chartered Accountant.	Certificates
4.	Valid PAN issued by the IT Deptt, GOI	Certificates
5.	Valid GST registration no.	Certificates
6.	Name and address of the Firm with details of present Directors /Partners /Proprietors(with address)	Credential
7.	Latest State professional tax clearance certificate (if any)	Certificates

9.3 The Technical Proposal shall not include any financial information.

9.4 All documents as demanded in this tender shall be uploaded/submitted duly with due care. Absence or Non submission of any of the documents shall lead to rejection of the bid of the concerned bidder and other measures may also be taken against the bidder as per the provisions of this Notice Inviting e-Tender.

10. Financial Proposal/Bid

10.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP/NIT document.

10.2 This file contains **BOQ (Bill of Quantities)** in Excel Format as "Commercial Bid". A bidder will quote rate, **for one month**, inclusive of materials & equipments to be used for Cleaning Service Work including transportation/ freight charges/any other charges applicable.

10.3 **GST, VAT, sales tax, Service Tax, any Cess (wherever applicable)** should be quoted separately in the BOQ.

10.4 The cost quoted shall be **firm and fixed** for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Tender Inviting Authority.

- 10.5 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summararily.
- 10.6 Rates should be quoted/submitted in the BOQ and then uploaded in Excel format without making any changes to the BOQ template.

11. Submission of Proposal.

- 11.1 The bidders who are interested in bidding can download their tender documents/RFP/NIT from <https://wbtenders.gov.in>. Or <https://policewb.gov.in>.
- 11.2 Bidders who wish to participate in this tender will have to be registered on <https://wbtenders.gov.in> & should procure Digital signature certificate –Type –II/III.
- 11.3 Bidder should submit their offer online both for technical & financial proposal within the due date of submission on the <https://wbtenders.gov.in> only.
- 11.4 Before electronically submitting the tenders, it should be ensured that all tender papers are digitally signed by the bidder.

12. Validity of bids

- 12.1 Bid shall be kept valid for a period of 180 days from the date of opening of Bids.
- 12.2 The period of contract will be for a period of 3(three) years from the date of issuance of work order for the contract. However, the contract may be extended for a further period of six months on mutual consent based on the performance assessment by WBP. WBP/TIA reserves the right to terminate the contract by giving 30 day's notice and without assigning any reason thereof.
- 12.3 Financial bid only of those firms will be opened, who qualify on the basis of the technical evaluation by the Tender committee & uploaded on the website.

13. Opening of Proposals and Selection Process

- 13.1 Two bid system will be followed, with technical bids being opened in the first instance. At the time of Technical Bid opening, following documents, will be evaluated.
- (A) All documents as demanded and uploaded for technical purpose.
 - (B) EMD in full,
 - (C) The undertaking on the letter head; Annexure-A.
- 13.2 The decisions of the Committee(s) formed for this purpose of will be final for adjudging credentials of the bidder(s) during technical bid.
- 13.3 The bidder who will be successful in the Technical Bid will be considered for the Financial Bid and Financial Bids of only such bidders will be opened.
- 13.4 After Commercial Bid Opening, a chart of financial bids with corresponding bidders will be prepared. The least cost proposal will be ranked L-1 and the next higher and so on will be ranked L2,L3 etc.
- 13.5 L1 Bidder if found fit in all respects, will be awarded AOC (Award of Contract). Bidder(s) selected for AOC will be asked to submit within a given time period, hard copies of documents in original submitted previously online by him/her. Deviation/ discrepancy in these shall lead to rejection of such bid at any stage.

- 13.6 Failure to submit the original hard copies and documents desired from the L1 bidder within the time period given for the purpose, may be construed as an attempt to disturb the tendering process and dealt with accordingly, legally including blacklisting of the bidder. In such case of rejection, AOC (Award of Contract) may be given to the next higher scorer if found suitable in all respects.
- 13.7 The person or persons whose tender or any other portion of whose tender is accepted will within five days of receiving notice of such acceptance, execute an agreement in the form mentioned above & deposit Security Deposit.
- 13.8 Before awarding AOC (Award of Contract) to a bidder, he/she will have to deposit Security Deposit offline (physically) in the form of FDR.
- 13.9 If L1 bidder is unable to assure the whole work of the requirements, opportunity shall be given to the L2 or otherwise, if the latter is found suitable. The AOC to the worthy bidder selected as per the above procedure, will be given at any time.
- 13.10 From the time the Technical Proposals are opened, to the time the contract is awarded, if any Agency wishes to contact WBPD on any matter related to its proposal, it should do so only in writing. Any effort by the Agency to influence the WBPD in the proposal evaluation or contract award decisions may result in rejection of the proposal of the Agency.

14. Schedule of the Tender (Dates & Information):

Sl.no.	Items	Scheduled date(s)
1	Start of downloading Documents /Tender publishing/floating (online)	26/07/2021 Monday at 05:00 P.M.
2	Bid submission start date (on line)	29/07/2021 Thursday at 05:00 P.M.
3	Bid submission closing (on line)	18/08/2021 Wednesday at 05:00 P.M.
4	Date of Pre- Bid meeting	30/07/2021 Friday at 12:30P.M.
5	Date of opening of Technical Bid (On line).	23/08/2021 Monday after 11:00A.M.
5	Opening, Signing & Evaluation of documents and Questionnaire by Committee for Tender & preparation of Technical Broadsheet at West Bengal Police HQ, Bhabani Bhawan, , 31, Belvedere Road, Kolkata-27.	Will be informed later on.
6	Date of uploading list of Technically Qualified Bidders (On line)	Will be informed later on.
7	Date of Opening of Commercial Bid (On line)	Will be informed later on.

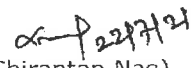
15. Payment Mode & Assessment Reports:

- 15.1 Assessment of the works conducted throughout the Building by the successful bidder during the tenure of contract will be made monthly/randomly. The copy of such Assessment report may be considered while releasing any payment.
- 15.2 Any adverse Assessment report may lead for withholding the payment until the rectification measures are taken by the bidder.

- 15.3 Payment to the Contractor shall be released on monthly basis in Indian Rupee **subject to recoveries** on submission of original bills (in triplicate) along with logbook for services rendered in the particular quarter.
- 15.4 Tax invoice(s) needs to be issued by the agency for raising claim under the contract showing separately the tax charged in accordance with the provisions of WBVAT Act, 2003.
- 15.5 Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.
- 15.6 For any further query, HA, Finance/Audit Br. at WBPD, and OC Building, Bhabani Bhawan, Ground Floor, Alipore, Kolkata-27 may be contacted during office hours on working days.

Kolkata

Date 22.07.2021


(Chirantan Nag)
Inspector General of Police(O)
West Bengal

(To be given on Company Letter Head)

Annexure-A

TENDER CONDITIONS ACCEPTANCE LETTER

Date: / / 2021

To,
The Director General & Inspector General of Police,
West Bengal,
Bhabani Bhawan,
31, Belvedere Road, Kolkata-700027

Sub: Acceptance of Terms & Conditions of Tender.

e-Tender Notice No. WBP/CSW/ NIT-01/2021-22

Name of Tender / Work: - e-Tender for Cleaning Service Work(CSW) at West Bengal Police Headquarter at Bhabani Bhawan Building & its adjacent areas for three years.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely.....as per your advertisement, given in the above mentioned website(s).
2. I have read the entire tender documents (NIT, Annexure, other documents) and I / We hereby on behalf of my/our agency(s) unconditionally accept and will abide by all the terms and conditions given in various paragraph of NIT/RFP for consideration of my application/tender for the Cleaning Service Work.
3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.
4. In case any provisions of this tender are found violated, your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit and or Security Deposit (in case my firm/agency is selected for award of contract) absolutely and or withhold the payment fully or partly and we shall not have any claim/right against department in satisfaction of this condition.
5. I/We do not have any contract cancelled during the period of past three years.
6. All the information submitted for this tender by me on behalf of my firm/agency is correct & in the event of the information submitted by me for participating in this tender is found

to be false or fabricated in any manner whatsoever, I may be suspended and/or debarred from the Tender at any stage without being compensated or otherwise.

7. The Tender Inviting Authority shall be at liberty to impose such penalty as it deems fit in case my agency withdraws the bid offered, at any stage of the tender.
8. My Agency will undertake the assignment, in accordance with the Scope of work/Job Description of Work for Cleaning Service detailed in the NIT/RFP document and at the cost submitted by my agency in the financial proposal.
9. My firm does not owe any amount to the Government in the past and there are no Government dues outstanding against us.
10. We are not blacklisted by any of the Government Organizations / PSUs / Autonomous bodies.
11. My firm is duly registered under the "Indian Partnership Act"(please strikethrough, if not applicable)
12. **My firm will abide by the decision of WBPD authority if penal charges is imposed in case of unsatisfactory work.**

Yours Faithfully,

Signature of the Bidder _____

Name (in Bold Letters) _____

Designation _____

Official Seal

Important: In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding the "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the Case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the "Indian Partnership Act".