Notice Inviting eTenders No. BBMCL/HR/2023-24/NIT03(e)

For empanelment of Human Resource (HR) Agencies for providing personnel and allied services for Biswa Bangla showrooms and warehouses at different locations

Biswa Bangla Marketing Corporation Limited www.biswabangla.in

BISWA BANGLA MARKETING CORPORATION LIMITED

Room No. 009, Karigari Bhawan, Plot No. B/7, Action Area III,

New Town, Rajarhat Kolkata - 700160 Phone: 033 2324 7230, Email: info@biswabangla.in

CIN – U52100WB2014SGC204751

Date: 24 November 2023

TENDER NOTICE

N.I.T.No BBMCL/HR/2023- 24/NIT03(e)

Biswa Bangla showrooms are operational in Kolkata(Domestic and International Security Hold Area Lounges at NSCBI Airport, Park Street, Dakshinapan Shopping Complex at Dhakuria, City Center I, Alipore Museum, Dhano Dhanya Auditorim at Alipore and Misti Hub at Rajarhat), Experience Bengal Kiosks at Siliguri, Kalimpong and Purulia Districts, Bagdogra Airport, Darjeeling and New Delhi. More will be set up in new locations in India and abroad gradually with an objective to market traditional handicrafts, handloom, and heritage products of West Bengal.

Biswa Bangla Marketing Corporation Ltd (BBMC) proposes to empanel Human Resource (HR) and allied service provider agencies to provide manpower and related HR services for Biswa Bangla showrooms and warehouse at various locations in India.

Estimated minimum number of people required is about 100 and may vary in near future as per business requirement.

e-Tenders are invited by Biswa Bangla Marketing Corporation Limited for:

Empanelment of Human Resource (HR) Agencies for providing personnel and allied services for Biswa Bangla showrooms and warehouse at different locations.

Eligibility criteria:

The eligibility criteria for an HR (and allied services) provider agency to submit bid are as follows. The tenderer agency **must have**:

- 1. Minimum experience of 3 years in providing Human Resources / personnel (and allied services) to client organisations / agencies for operating their retail sales or other allied operations such as ecommerce, warehouse operations, inventory handling, hospitality services, etc.
- 2. Minimum 2 years of the total such experience as above should be in providing human resources to Government Emporia having retail operation in selling Textiles and Apparel, Handicrafts, Gifts and Stationeries, FMCG items **or** for carrying out customer-facing/ public-dealing activities in services or sales.
- 3. Provided Human Resources/ personnel as above in at least three (3) prominent locations across Kolkata, West Bengal (outside Kolkata), New Delhi, etc.

- 4. Appropriate registration for statutory compliance as applicable at all times:
- a) PAN Card
- b) Profession Tax Registration
- c) GST Registration
- d) Trade License
- e) Memorandum and Articles of Association/Registered Deed of Partnership firm
- f) Power of Attorney
- 5. Maintained compliance with all laws and regulations as applicable:
 - a) Audited Balance Sheet and Profit & Loss Account for last 3 financial years (2020-21/2021-22/2022-23)
 - b) Income Return for last 3 financial years (2020-21/2021-22/2022-23)
 - c) GST Return Copy for last 3 financial years (2020-21/2021-22/2022-23)

All papers including terms & conditions, work details, tender forms etc. will be uploaded in the website of BBMC (i.e. www.biswabangla.in and in the website http://wbtenders.gov.in) on 24.11.2023 at 12 noon.

Tenders (both Technical Bid and Financial Bid) are to be uploaded by willing bidders on the website http://wbtenders.gov.in up to 12 noon on 15.12.2023 through e-tendering by applying Digital Signature Certificate (D.S.C.) of the bidders. Online Pre -Bid Meeting will be held on 30.11.2023 at 3 PM.

The Technical Bids will be opened on 15.12.2023 at 1 PM and bidders may remain present, if they desire, through their authorised persons (not more than one for each bidder). Authorised personnel of BBMC will open the e-tender with their D.S.C.

Interested parties are requested to go through the eligibility criteria, terms and conditions and all other sections of this tender document, and then only submit their tenders online with all relevant papers as mentioned within the specified date.

Bid Submission Timeline

Sl. No.	Particulars	Date	Time
01.	Date of Publishing Notice Inviting Tender (online)	24.11.2023	At 12 noon
02.	Start date for downloading Notice inviting Tender (NIeT) as well as online submission ofbids	24.11.2023	After 12 noon
03.	Last date of uploading documents online by the bidder.	15.12.2023	Up to 12 noon
04.	Date of opening Technical Bid	15.12.2023	At 1 PM
05.	Online Pre-Bid Meeting	30.11. 2023	At 3 PM
06.	Date of opening Financial Bid	To be notified	subsequently
07.	Link for Online Pre-Bid Meeting	meet.google.com/bso-psvi-ewd	
Earnest Money Deposit (EMD) (To be submitted online only)		₹1,00,000 on	ly

Contact Information	For clarification regarding submission of e- tender please call (033) 2234 7230	
	Or	
	e-mail at info@biswabangla.in	

BBMC reserves the right to reject any or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof. Authorities reserve the right to relax or tighten the conditions/ norms given in the tender document.

Sd/-Managing Director Biswa Bangla Marketing Corporation Limited

Instruction for Tenderers/ Bidders

Tenderers/bidders should have Digital Signature Certificate (D.S.C.). For e-filing tenders, intending bidder may download the tender documents, terms & conditions etc. from the website http://wbtenders.gov.in directly with their Digital Signature Certificate and also from www.biswabangla.in.

Tender process will be in two parts:

- a. Technical Bid to be submitted online only
- b. Financial Bid to be submitted online only

Both "Technical Bid" and "Financial Bid" are to be submitted concurrently, duly digitally signed in the website http://wbtenders.gov.in.

The Financial offer of the prospective tenderer will be considered if only the Technical Documents of the tenderer found qualified by the tender committee of this office.

The agencies/ bidders who have been delisted by any Government Department/ Agency shall not be eligible in any way for submission of tender.

1. Technical Proposal

Documents for Technical Bid (to be submitted online)

- a. Audited Balance Sheet and Profit & Loss Account for the FY 2020-21/2021-22/2022-23.
- b. Trade License
- c. Testimonials of previous experience along with valid Completion Certificate/ copy of ongoing assignments Work Order
- d. Copy of GST Registration Certificate
- e. Copy of GST Return for the FY 2020-21/2021-22/2022-23.
- f. Copy of PAN card
- g. Copy of Income Tax Return for FY 2020-21/2021-22/2022-23.
- h. Brief Profile of the bidder.

2. Financial Bid

The financial bid should be submitted **online only**, entering the quantity or no. of units to be supplied, and the rates for each of these units in the online format for Bill of Quantities (BOQ).

Bid Submission Timeline

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Or e-mail at info@biswabangla.in				

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Terms of Reference (TOR)

A. Scope

The contract for supplying/ deployment of staff/ personnel initially will be for 1 years. However, the same may be extended for another term of 3/6/12 months as per requirement and depending on the performance of the contractor. Initially the requirement of HR Services/ Personnel is for Biswa Bangla warehouse in Rajarhat, New Town, Kolkata and the showrooms operating in Kolkata (Domestic and International Security Hold Area Lounges at NSCBI Airport, Park Street, Dakshinapan Shopping Complex at Dhakuria, City Center I, Alipore Museum, Dhano Dhanya Auditorim at Alipore and Misti Hub at Rajarhat), Experience Bengal Kiosks at Siliguri, Kalimpong and Purulia Districts, Bagdogra Airport, Darjeeling and New Delhi. However, BBMC may require HR Services/ Personnel for other showrooms proposed to be set up in future in Kolkata and other locations in India and abroad.

The HR Service Provider shall fulfill the following requirements.

- 1. Identify, train, and deploy appropriate personnel wherever required by BBMC.
- 2. Provide trained staff to operate the showrooms in accordance with showroom timings as per business requirement.
- 3. Provide trained staff to operate the warehouse in accordance with timings intimated as per business requirement.
- 4. Provide training to the staff from time to time for continuous improvement in customer service delivery.
- 5. Willing to operate in additional locations in India and abroad and provide HR services as required by BBMC.
- 6. Ensure that the staff deployed are appropriately compensated as per the applicable Labour Laws, Minimum Wages Act, EPF, ESI and any other legal and statutory requirement as applicable for the location of business
- 7. Ensure that all legal and regulatory requirements in relation with deployment of staff are fully complied with in the various jurisdictional areas where their services will be required.
- 8. The Bidder has to respect the Intellectual Property Rights of BBMC and its stakeholders by maintaining due confidentiality of information, data or any process, typical of their operations and/ or that has been specially designed and developed for Biswa Bangla showrooms and warehouse.

B. Time Schedule

For Showrooms and Warehouses located at Kolkata:

• Staff shall be deployed within 7 days from the date of acceptance of Letter of Intent

For Showrooms and Warehouses located at other locations:

• Staff shall be deployed within 15 days from the date of requisition by BBMC for service provision at that location

C. Terms of Payment

- 1. Gross Monthly Remuneration, paid by the contractor to the contractor's staff member, deployed at Biswa Bangla showrooms and warehouses, will be paid along with service charge and taxes as applicable. TDS and any other statutory deduction if applicable will be made as per the rules.
- 2. The Gross Monthly Remuneration as mentioned above shall include the following only:
 - a. Net take-home/ in-hand remuneration per month as may be referred to and which shall not be less than that as mentioned in point no. G (i, ii, iii and iv) on page no 14-18.
 - b. Employee's contribution towards EPF and ESI (or Group Mediclaim if only ESI not applicable for the personnel to be deployed).
 - c. Profession Tax payable by the Contractor for the personnel to be deployed.
- **3.** Statutory Bonus, Gratuity, Employer's contribution towards ESI and EPF, and any other such statutory amount paid by the contractor to/ for the contractor's staff, deployed at Biswa Bangla showrooms and warehouses, will be paid for in addition to the Gross Monthly Remuneration as stated above on actual basis after verification of the supporting documents on submission of bills.
- 4. The Gross Monthly Remuneration, paid by the contractor to the contractor's staff, deployed at Biswa Bangla showrooms and warehouses, shall not include anything else besides the above stated in a and b under para 2 above without prior consent of the Management of BBMC. In case of any exception to this, if noticed during review and verification of the bills and supporting documents, submitted by the contractor, the amount short-paid to the staff, deployed at Biswa Bangla showrooms and warehouses, will be deducted, or withheld from the amount payable to the contractor.
- **5.** Payment shall be made every month, within 20 days after submission of invoice for the staff deployed/ services provided in the previous month after verification of supporting deployment statement, salary statements of staff, attendance sheet, and documentary evidence of monthly statutory payments (e.g., EPF, ESI etc.).
- **6.** Extraordinary expenses made by the contractor due to business requirement of BBMC will be reimbursed on actual basis, if only such payments are made with prior approval of the Management of BBMC.
- 7. The gross monthly cost per personnel may vary as per the applicable minimum wages, stipulated by appropriate authorities for different locations.
- **8.** Cost to the Company (CTC) as in the subsequent Clause/ Paragraph G shall include Gross Monthly Remuneration as defined in Clauses 1 and 2 above in these Terms of Payment, and the Employer's Contributions, Statutory Bonus, Gratuity etc. as stated in Clause 3 above in these Terms.

D. Bid Submission

Selection shall be made through two bid processes based on Technical and Financial evaluation.

I) Technical Bid:

The **Technical bid** shall contain in addition to technical bid form:

- i. The company background and capability statement, supported by company registration certificate and audited financial statements for the last 3 financial years
- ii. Document stating/ indicating that the agency is in operation of the HR business for at least 3 years
- iii. The number and locations of client-showrooms, it provides personnel support for

- iv. The number and details of its client firms, it provides personnel support for
- v. Organogram and list of its technical staff, specialised in retail
- vi. Description of key management with their qualifications, experience, role etc.
- vii. Willingness to provide HR services/ personnel at the same rate and terms and conditions as accepted by BBMC, for a further period of 3/6/12 months as required by BBMC after expiry of the 1-year contract, in same locations and in other locations within Kolkata and outside Kolkata.
- viii. Ability to source and train staff, appropriate for deployment at Biswa Bangla retail outlets/showrooms and warehouse
- ix. Statement that all legal requirements are fully complied with by the agency.
- x. All other documentary evidence to support the above credentials as and where applicable.
- xi. A photocopy of the Earnest Money Deposit (EMD) must be attached to the technical bid only.

II) Financial Bid

- i) Bidders are required to fill up the Financial Bid ONLINE ONLY.
- ii) The bidder shall quote in figures as well as in words, the rate and amount figured by them in the financial bid.
- The quoted amount shall include all taxes, duties, and cost of all statutory compliances. However, allapplicable taxes or duties have to be mentioned separately as per statutory norms.

E. Bid Evaluation and Selection

The broad guidelines for evaluation of bids are as follows.

- i. Technical bids will be opened first and evaluated against the eligibility criteria based on technical credentials and other documents, submitted by the bidders.
- ii. Based on score points mentioned in the evaluation criteria set out for technical evaluation, all the bidders who have secured 60% (equivalent to 18 score points) or more shall be declared as qualified bidders in the Technical Bid and their Financial Bids only shall be opened.
- iii. Pursuant to scrutiny and decision of the Tender Committee, the summary list of technically qualified bidders will be uploaded in the web portal.
- iv. Bid price of all such bidders shall be compared to determine the lowest valued bid (L1)
- v. The lowest acceptable bid shall normally be accepted.
- vi. The tender is not transferable under any circumstances.
- vii. Telegraphic, conditional, or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- viii. Tender in any form other than the prescribed form issued by BBMC will not be entertained and will be summarily rejected.
 - ix. Tie Breaker: If there is a tie in the financial bid, the same shall be broken as per following procedure: (i) by comparing aggregate marks obtained by such bidders in the technical bid (ii) if the tie still persists, by obtaining individual marks one by one, obtained in the **Technical Evaluation Criteria** as in the following paragraph till the tie is broken: from first **Sl.2** shall be taken and compared, then **Sl.3** and then **Sl.1**.

Technical Evaluation Criteria:

Sl. No.	Criteria	Sub Criteria	Score to be assigned	Maximum Score
1	Minimum experience of 5 years in providing	(I) 5 to 7.5 years	5	10
	Human Resources / personnel to client organisations / agencies for operating their	II) 7.5 years to 10 years	7	
	retail sales or other allied operations such as that for e-commerce, warehouse, inventory		10	
	handling, computerized billing etc.			
2	Minimum 3 years of the total such	I) 3 to 5 years	5	10
	experience in providing human resources to Government Emporia dealing with Handloom, Handicrafts, FMCG products and/or other allied Government facilities viz. hospitality sector.	II) more than 5 years	10	
3.	Annual Turnover in any of the last 3 financial	I) 2 crores	5	10
	years from the business of providing HR/ personnel.	II) 2 crores to 5 crores	7	
		III) more than 5 crores	10	

Total: 30

F. Information Memorandum

1. General

BBMC includes its successors and permitted assigns as decided by the Board of Directors/ Government of West Bengal at any time.

2. Validity of Bids

Bids shall remain valid till 6 months from the date of submission, and the quoted prices shall be valid for a period of 12 months from the date of deployment of staff.

3. Earnest Money Deposit (EMD) and Performance Security

- (i) Earnest Money/Bid Security shall be Rs. 1.00 lakh deposited online by net banking through ICICI Bank payment Gateway. Bidder shall upload scanned copy towards proof for depositing the earnest money. EMD has to be submitted in terms of circular 3975, dated: 28.07.2016 of Finance Department, Government of West Bengal. The Earnest money/Bid security for registered SSI Units of the state of West Bengal shall be guided by para 47A (1) of Memo no. 10500-F dated: 19.11.2004, issued by the Finance Department (Audit Branch), Government of West Bengal.
- (ii) Earnest Money Deposit of the unsuccessful bidder will be returned within 15 days of completion of the bid process.

(iii) The selected bidder shall be required to furnish a Performance Security within 10 days of receipt of Work Order/ Letter of Intent by way of Bank Guarantee (from any Scheduled Commercial Bank) for an amount of 3% of the estimated annual value of the contract, valid up to 60 days beyond the expiry of the contract period.

4. Right of Bid Rejection

BBMC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time without notice and without assigning any reasons thereof and shall not have any liability or obligation for such acceptance, rejection, or annulment.

At any time, if a material misrepresentation is made or discovered, or the bidder does not provide supplemental information sought for purposes of evaluation within the time specified, it may lead to rejection of the bid.

Bid Submission Timeline

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05.	Online Pre-Bid Meeting	30.11. 2023	At 3 PM
06.	Date of opening Financial Bid	To be notified	subsequently
07.	Link for Online Pre-Bid Meeting	meet.google.co	om/bso-psvi-ewd
	Money Deposit (EMD) ubmitted online only)	₹1,00,000 on	ly

5. Quality

The quality of the training and services delivered according to the Terms of Reference shall correspond to the conditions and standards or specifications enumerated therein.

6. Termination

The contract may be terminated in any of the following contingencies.

On the expiry of the contract period, without any notice.

Or

On giving one month's notice at any time during the currency of services in case the services rendered by the Contractor are not found satisfactory and in conformity with the general terms and conditions of the contract and the standard prescribed for the services.

Oı

On Contractor being declared insolvent by the competent Court of Law without any notice.

7. Arbitration

All disputes or differences in connection with agreement with the selected Service Provider shall be settled by bilateral discussions. Any dispute, disagreement, or question in relation with the agreement or in regard with performance, which cannot be settled amicably, may be resolved through arbitration under the Arbitration and Conciliation Act, 1996 and amendments made thereto from time to time.

Agreement with the selected Contractor shall be governed and construed in accordance with laws of the land as applicable. Courts of Law in Kolkata shall have exclusive jurisdiction in all matters.

8. Confidentiality

Selected Contractor shall treat all information provided or obtained otherwise in connection with the services provided to BBMC and its stakeholders as confidential, and shall not use the same either in full or in parts, for any purpose without prior written approval of BBMC.

9. Force Majeure

Neither party shall bear the responsibility for complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods or services under the provisions of the Terms of Reference), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God, War, Military operation, Blockade, Acts or Actions of State Authorities, Pandemic or any other circumstances beyond the parties' control.

10. Notices & Contact Information:

All notices, queries, communication and submission of bids shall be addressed to:

Managing Director Biswa Bangla Marketing Corporation Limited (BBMC Ltd) Room No. 009, Karigari Bhawan, Plot No. B/7, Action Area IIINew Town, Rajarhat, Kolkata 700160 Telephone No. 033 2324 7230

Email: info@biswabangla.in

G. Consolidated Cost to Company (CTC), Academic Qualification and Experience of the personnel to be deployed at Biswa Bangla showrooms and Warehouse:

i) <u>For Biswa Bangla Showrooms at NSCBI Airport, Kolkata, Bagdogra Airport</u> Amount mentioned in INR

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts.	Net take- home of the deployed personnel per month shall not be less than those mentioned below	
Store Manager	2	37,400.00	33,200.00	Graduate. Minimum experience of 8 years in Sales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have a pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Associate Store Manager	2	29,500.00	25,500.00	Graduate. Minimum experience of 5 years in Sales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing inventory/ sales data management and reporting. Must have a pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Store Executive	21	27,500.00	24,100.00	Graduate. Minimum experience of 3 years in Sales in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
Store Associate	6	22,000.00	19,000.00	Passed Higher Secondary examination (Class XII) with minimum experience of 4 years/ Graduate with minimum experience of 1 year in Sales in a reputed retail store. Knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
House Keeping Assistant	6	13,200.00 OR As per Minimum Wages Act, whichever is higher	10,500.00	Passed Class VIII examination from any Govt.recognised school. Knowledge/ experience relevant to the job

ii) For Biswa Bangla Showrooms at Dakshinapan, Park Street, Darjeeling, City Center 1(Amount in INR)

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts.		Desirable Academic Qualification and Experience
Store Manager	4	30,700.00	26,200.00	Graduate. Minimum experience of 8 years inSales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales datamanagement and reporting. Must have a pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Associate Store Manger	4	27,500.00	25,500.00	Graduate. Minimum experience of 5 years in Sales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have a pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Store Executive	11	20,100.00	16,500.00	Graduate. Minimum experience of 3 years in Sales in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
Store Associate	4	16000.00	13,000.00	Passed Higher Secondary examination (Class XII) with minimum experience of 4 years/ Graduate with minimum experience of 1 year in Sales in a reputed retail store. Knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
House Keeping Assistant/ Security Guards	8	12,700.00 Or As per Minimum Wages Act, whichever is higher	9,900.00	Passed Class VIII examination from any Govtrecognised school. Knowledge/experience relevant to the job

iii) For Biswa Bangla Showroom at New Delhi.

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts.	Net take- home of the deployed personnel per month shall not be less than those mentioned below	Desirable Academic Qualification and Experience
Store Manager	1	48,900.00	45,300.00	Graduate. Minimum experience of 8 years in Sales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Associate Store Manager	1	37,150.00	32.400.00	Graduate. Minimum experience of 5 years in Sales and Administration in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have a pleasing personality and good communication skills. Should be responsible for managing a team and achieving team objectives.
Store Executiv e	3	28,100.00	23,700.00	Graduate. Minimum experience of 3 years in Sales in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
Store Associate	1	22,150.00	18,300.00	Graduate. Minimum experience of 3 years in Sales in a reputed retail store. Sound knowledge/ experience of computer-based billing, inventory/ sales data management and reporting. Must have pleasing personality and good communication skills.
House Keeping Assistant / Security Guards	2	17, 787.00 Or As per Minimum Wages Act, whichever is earlier	15,300.00	Passed Class VIII examination from any Govtrecognised school. Knowledge/experience relevant to the job.

iv) For Various Operations work at Head office and Warehouses of BBMC (Amount mentioned in INR)

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts	home of the	Desirable Academic Qualification and Experience
Associate Warehouse Manager	1	29,500.00	25,500.00	MBA/ Masters in Material Management / M Com or any other relevant and equivalent Master's degree with minimum experience of 4 years in multi-product warehouse. Strong knowledge of IT/computer-based inventory management/ERP systems and communication technologies.
Warehouse Executive / Technical Executive	5	20,100.00	16,500.00	Graduate with minimum experience of 1 year/ Passed Higher Secondary examination (Class XII) with minimum experience of 4 years in warehouse attached to reputed retail store. Knowledge/ experience of computer-based barcoding, data entry, and packaging, dispatch and delivery of goods.
Warehouse Associate/ Technical Associate	7	16,000.00	13,000.00	Passed Secondary Examination (Class X) with minimum experience of 2 years in computer based bar coding, data entry, packaging and dispatch and delivery of goods.
House Keeping Assistant / Security Guard	5	12,700.00 Or As per Minimum Wages Act, whichever is higher	9,900.00	Passed Class VIII examination from any Government - recognised school. Relevant knowledge/ experience.

v) For Various Operations/ Ecommerce work at Head office of BBMC (Amount mentioned in INR)

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts	Net take- home of the deployed personnel per month shall not be less than those mentioned below	Desirable Academic Qualification and Experience
Operations Manager/ Ecommerce Manager	2	37,400.00	33,200.00	M Com/MBA/ Masters in Material Management or any other relevant and equivalent master's degree with minimum experience of 8 years in multi-product warehouse. Strong knowledge of IT/ computer-based inventory management/ ERP systems and communication technologies.
Associate Ecommerce Manager	1	29,500.00	25,500.00	MBA/ Masters in Material Management / M Com or any other relevant and equivalent Master's degree with minimum experience of 4 years in multi-product warehouse. Strong knowledge of IT/ computer-based inventory management/ ERP systems and communication technologies.
Operations/ Ecommerce Executive	5	27,750.00	24,300.00	Graduate with minimum experience of 3 years in warehouse attached to a reputed retail store. Knowledge/ experience of computer-based barcoding, data entry, and packaging, dispatch and delivery of goods.

vi) For Various Accounts & Finance work at Head office of BBMC (Amount mentioned in INR)

Job title	Tentative Manpower Required	Gross Cost to the Company (BBMC) shall not exceed the following amounts	home of the deployed	Desirable Academic Qualification and Experience
Manager - Accounts	1	60,000.00	55,500.00	CA with minimum experience of 4-5 years in Finalization of Accounts, Statutory Audit, Income tax & GST return filing etc.
Assistant Manager- Accounts	2	30,000.00	25,500.00	M.Com/CA(inter), ICWA(inter) with minimum experience of 6-7 years/ B.Com (Hons) with experience of 8-10 years in Finalization of Accounts, Statutory Audit, Income tax & GST return filing etc.

General Terms and Conditions:

- i) The decision of BBMC Ltd and/ or the competent authority in the Government of West Bengal with regard to determining the quality of work/services delivered by the contractor or his employees shall be final, and acceptable to the contractor. BBMC Ltd and/ or the competent authority reserves the right to get the work/services delivered by the contractor rejected/ replaced at his own level solely at the risk and cost of the contractor. The cost and/ or losses incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guaranty and/ or by any other means as may be deemed appropriate by BBMC Ltd and/ or the competent authority.
- by the Management of BBMC Ltd, and shall communicate the names, nationality, current residential address, permanent address, date of birth, and other relevant antecedents along with testimonials to BBMC Ltd before the date of their deployment at showrooms and warehouses of BBMC Ltd. The Contractor shall also communicate any change in these details of the deployed personnel to BBMC Ltd from time to time.
- *iii*) For the purpose of identification of the staff members of the Contractor deployed at showrooms and warehouses of BBMC Ltd, the Contractor shall issue them identity cards at his own cost and his employees must carry the identity cards while on duty. The Contractor will ensure that its employees are medically fit and free from communicable diseases. The Contractor shall get the antecedents of the person to be deployed at the Biswa Bangla stores, verified by appropriate Authority at his own cost and level.
- *iv)* BBMC Ltd and/ or the competent authority or any other person so authorised shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to verify and ensure that the required number of persons are deployed and that they are doing their duties satisfactorily.
- v) The personnel deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and BBMC Ltd respectively, either implicitly or explicitly.
- vi) The persons so deployed shall be under the overall control and supervision of the Contractor, and the contractor shall be liable for payment of their wages etc. and all other dues within the time stipulated under the various Labour Regulations and other statutory provisions. BBMC Ltd shall be absolved from any such liability at its own level.
- vii) The Contractor shall pay basic monthly wages plus other statutory benefits (e.g. EPF, ESI etc.) to all its employees as per the minimum wage rates fixed by the Government from time to time or as per the wages fixed by BBMC Ltd whichever is higher and approved by BBMC Ltd. In the event of existing wages already being paid to the employees are higher than the minimum wages fixed by BBMC Ltd/State Govt./ Central Govt., then the contractor shall pay the wages whichever are higher. The contractor will be reimbursed by BBMC for the salary, actually paid to the employees in each month, so deployed by the contractor.
- viii) The contractor shall furnish details of disbursement of salary along with salary statements/ slips to

the appropriate authority of BBMC Ltd within 5 working days from the date of disbursement. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or caused to comply with the Work Order issued to the Contractor by BBMC Ltd from time to time in regard with payment of wages, deduction from wages on account of unauthorised absence from duty, recovery of wages not paid,unauthorised deductions made. The Contractor shall maintain attendance registers, individual's ledger/wage book, and wage slip, publications of scale of wages and terms of employment.

- ix) The employees so deployed on contract basis shall be paid their wages as per appropriate basic wages or the minimum wages/rates whichever is higher notwithstanding any change in the rates of statutory contributions payable by the employer as per instructions of the Central Government issued from time to time. The contractor will be reimbursed by BBMC for the salary, actually paid to the employees in each month, so deployed by the contractor.
- The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, and for the deposit of the employee's and the employer's shares of statutory contributions with the ESI and EPF authorities at its own level, and also for maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority of BBMC Ltd along with wage bill for the next month. He will also arrange to open such EPF/ ESI accounts etc. of all the employees deployed by him at BBMC Ltd. In case of failure on the part of contractor to deposit EPF/ ESI etc. with the concerned authorities within the stipulated period, the contractor shall be liable to pay penalty as may deemed appropriate by the competent authority.
- xi) The contractor shall ensure that the salaries are regularly credited to the bank accounts of all staff members deployed at the Biswa Bangla stores, and that the pay slips/ salary statements for such payments are duly stamped, signed and issued regularly.

Repetitive failure in payment to the personnel deployed within due time, as desired by the competent authority, may lead to the termination of the contract as per the decision of BBMC Ltd and/ or the competent authority.

- xii) The Contractor shall conform to the provisions of various Central/State Act(s) and the Regulations as applicable on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time. The Contractor shall also pay to the appropriate Government Authorities GST and other Taxes on the gross bill, as applicable from time to time, and at the rates applicable from time to time. The Contractor shall submit copies of such receipt in the office of BBMC Ltd. regularly from time to time. GST and other taxes (that may be applicable from time to time) on the gross bill, may also be deducted at source if there are any instructions from the authorities concerned in this regard.
- xiii) In case of any complaint/ lapse pointed out and reported by/ to the BBMC Ltd and/ or the competent authorities against any staff member of the Contractor so deployed, the Contractor shall immediately replace such staff member at any Biswa Bangla store.
- **xiv)** BBMC Ltd shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

xv) Termination of the Contract:

The contract may be terminated in case of any of the following contingencies.

a) On the expiry of the contract period, without any notice;

OR

b) On giving one month's notice at any time during the currency of services, in case the Contractor is found in violation of any Law, rules and/or regulations as may be applicable at the location of deployment from time to time, the services rendered by the Contractor are not found satisfactory and in conformity with the general terms and conditions of the contract and the accepted standards prescribed for the services.

OR

- c) On Contractor being declared insolvent by the competent Court of Law without any notice.
- *xvi*) The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
- xvii) BBMC Ltd will not be responsible for any violation/ contravention of the applicable laws, rules and regulations by the Contractor and/ or any of its Associated Parties including the personnel deployed by the Contractor. BBMC Ltd. incurring damage due to the non-compliance of the aforesaid law by the Contractor and/ or the aforesaid parties shall be compensated for/ indemnified by the Contractor to the extent of loss suffered by BBMC Ltd. and/ or its Directors and/or its Stakeholders and/or the Government of West Bengal due to the said violations.
- xviii) In case the activities of the Contractor's staff members deployed at the Biswa Bangla stores are found harmful to the interest of BBMC Ltd and/ or the Government of West Bengal, then the Contractor shall be under obligation to withdraw and/or replace such staff member without any delay. Any financial loss or damage to the property and/ or the brand image, reputation and intellectual property of the BBMC Ltd of the BBMC Ltd caused by the Contractor's staff members deployed shall be compensated for by the Contractor.
- xix) The Contractor shall indemnify, defend and hold BBMC Ltd, and the Representatives of BBMC Ltd harmless from and against any and all Losses resulting from any Claims to the extent such Losses are caused by the Contractor's Staff members in violation of Law, inter alia by fraud, willful misconduct and/ or negligence in connection with performing its duties, responsibilities and obligations under this Agreement.
- In addition, BBMC Ltd shall have the liberty to increase/decrease the total number of staff members required in any of its stores by giving a day's notice to the Contractor.
- *xxi*) The Contractor shall submit a copy of its Labour licence to the Administrative & HR Manager, BBMC Ltd within 5 working days from the date of award of contract.
- xxii) The Contractor shall be responsible for proper medical treatment of the Personnel deployed, of all injuries and accidents occurring while on duty. It shall also cover, through appropriate Insurance Policies, its personnel against personal accidents and medical treatment if required during the entire

period of their deployment at the Biswa Bangla stores.

- xxiii) The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
- *xxiv*) The Contractor shall take day-to-day instructions from the Management of BBMC Ltd.
- xxv) The employees of the Contractor shall be of Good character and of sound health.
- *xxvi*) The personnel proposed to be deployed by the Contractor at the Biswa Bangla stores may be subject to screening by BBMC Ltd to ascertain their suitability and skills.
- **xxvii)** BBMC Ltd reserves the right to ask the Contractor to remove any person deployed, without assigning any reason/notice thereof as and when required.
- xxviii) Contractor's staff members shall not be allowed to work for additional hours claiming Overtime Payment unless authorised/ required by BBMC Ltd.
- xxix) That no right, much less a legal right shall vest in the Contractor's staff member to claim/ have employment or otherwise seek absorption in BBMC Ltd and/ or the Government of West Bengal nor the Contractor's staff member shall have any right whatsoever to claim the benefits and emoluments that may be permissible or paid to the employees of BBMC Ltd and/ or the Government of West Bengal. The staff member shall remain the employees of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their staff member before deploying on work at the Biswa Bangla stores i.e., the Biswa Bangla Showrooms and Warehouse.
- **xxx)** The Contractor shall provide replacement in case any employee of the Contractor deployed at any Biswa Bangla store proceeds on leave, as and when required by BBMC Ltd for continuity of business. This will be at no additional cost to BBMC Ltd.

ANNEXURE 1

FORMAT OF TECHNICAL BID

To The Managing Director, Biswa Bangla Marketing Corporation Limited, Room No. 009, Karigari Bhawan, Plot No. B/7, Action Area III, New Town, Rajarhat, Kolkata 700160

Sub: Submission of e-tender for empanelment of rate contracts of agencies/firms for providing personnel for Biswa Bangla showrooms and warehouse

Sir,

bmitting

	reference to your Notice inviting e-tender No. BBMCL/HF with rates along with the following documents.	R/2023-24/NIT03(e), we are sub		
(1)	Name and address of the firm	:		
(2)	Name and Telephone Number of contact person	:		
(3)	Name & address of directors/partners/proprietors	:		
(4)	Name of Bankers with Branch, Account Number, IFSC, Type of Account	:		
(5)	The firm is registered under (any of the following):			
	 a) The Companies Act 1956 b) The Indian Partnership Act 1932 c) The Indian Factories Act 1948 d) Any other Act 	: : :		
(6)	Number of persons employed	:		
(7)	Copy of valid Trade License			
(8)	Copy of P. Tax Registration and deposit receipt/ challan for the Financial Year 2022-23			
(9)	Copy of PAN Card			
(10)	I.T. Return for Financial Years 2020-21/ 2021-22/ 2022-2	23		
(11)	Copy of GST Registration			
(12)	Copy of GST Return/ challan for the Financial Years 2020	0-21/ 2021-22/ 2022-23		

(13)	a) Copy of Registered Deed of partnership Firm (for partnership firm)/ Memorandum and Articles of Association (for Private Limited Company).
	b) Copy of License from appropriate body for providing Security services.
(14)	Copy of Documents on Power of Attorney
(15)	Copy of audited Balance Sheet and Profit & Loss Account for Financial Years 2020-21/2021-22/2022-23
(16)	Copies of Credentials as per eligibility criteria
Encl	osures: Please state as appropriate.
Date	: Signature & seal of the tenderer.

ANNEXURE-1 A

(Scanned Copy to be submitted online as part of Technical bid)

AFFIDAVIT

declare th	(strike hat the		not applical rm/companie		n)_do hereb	y solemn	r/Partner/Sole ly affirm and Government
DATE, THE	day	of 2022					
		DEPONENT					
		ADDRESS					
			VEDIE	TICATION!			

<u>VERIFICATION</u>

Verified that the content of above affidavit is true and correct to the best of my/our knowledge andbelief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2023

ANNEXURE- 1B

ACCEPTANCE CERTIFICATE

(Scanned Copy to be submitted online as part of Technical bid)

I(Designat	tion) d	of
(Name of the Company)		
have read and understood, and hereby accept the agreement forproviding personnel and allied HR s	terms a services.	and conditions of the tender and
	3	Signature of Authorised
		SignatoryCompany
		Seal / Stamp
Date:		
Place		

ANNEXURE-1C

DETAILS OF CLIENT AND STAFF DEPLOYED

Submit scanned copies of the relevant work orders & extensions (if any)/ Client Certificates/agreements which must clearly give full details about contract period with client organisations, category of personnel provided to those clients and number of personnel deployed.

SI.	Period of Contract		Name of the Client	Type Of	Value of Contract	Documentary
No.	From	То	organisation	Contract		evidence attached in support

Signature of the Contractor or his authorized signatory with seal