

**e-Tender Notice****BRIEF INFORMATION ON BID DOCUMENT****Organization Details :**

Organization Name :	West Bengal State Electricity Transmission Company Limited
Organization Type :	Government of West Bengal Enterprise.

**Tender Details :**

Notice Inviting e-Tender Number :	CORP/HR&A/01/2016		
Tender Fee :	₹ 5000 /-	EMD :	₹ 60,000/-

**Critical Dates :**

e-Publish Date :	15.01.16		
Document Download Start Date :	15.01.16 12:00Noon	from	Document Download End Date : 02.03.16 upto 02:00P.M
Start date for submission of Pre-bid Queries	16.01.16	Closing date for submission of Pre-bid Queries	30.01.16
Pre-bid meeting to be held at the Conference Room, 9 <sup>th</sup> Floor, B-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin-700091 at 11:00A.M onwards		12.02.2016	
Bid Submission Start Date(Online):	15.02.16	Bid Submission End Date(Online):	03.03.16 upto 12:00Noon
Last date of submission of original copies for the cost of Tender Documents and E.M.D(Offline)	02.03.16 upto 12:00Noon	Last date of submission of the confirmatory hard copy of the techno-commercial Bid in sealed envelope.	02.03.16 upto 12:00Noon
Bid Opening Date(Technical)(Online) :	04.03.16	Bid Opening Date(Financial)(Online)	To be notified.
Date of uploading of list of technically qualified bidders	To be notified.	Date of uploading of name of the selected bidder	To be notified.

**Work Details :**

Work Description :	SELECTION OF AGENCY FOR PROVIDING OF 53 NOS. CASUAL LABOUR ON OUTSOURCING JOB CONTRACT BASIS AT VARIOUS UNITS OF WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED LOCATED ACROSS THE STATE OF WEST BENGAL.
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**Tender Inviting Authority Details :**

Name :	General Manager (HR&A), WBSETCL.
Address :	Corporate HR&A Deptt., 8 <sup>th</sup> Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin-700091 FAX NO:033-23345879, TELEPHONE: 9434910016 / 9434910140, Email: wbsetclcorporatetra@gmail.com

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**Disclaimer:** These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.



**TENDER DOCUMENT**

**SECTION-1**

**INTRODUCTION**

West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL), is a successor entity of erstwhile West Bengal State Electricity Board owned by the Government of West Bengal and incorporated under the Companies Act, 1956 with registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata, West Bengal, Pin-700091. It has started its business of Electricity Transmission and Load Dispatch from 01.04.2007.

WBSETCL invites **e-Tender** for its Corporate Office at Kolkata and other units spread across the state of West Bengal under two bid system from registered and authorized Firms/Manpower Agencies having experience in rendering service in Government, PSU/Autonomous Institution or large Private Institution/ Corporate Offices of providing of Unskilled Casual Labour on outsourcing basis as per details given in the tender document.

Detailed Notice Inviting **e-Tender under Two Bid system** can be downloaded from e-tendering website <https://wbtenders.gov.in> or <http://etender.wb.nic.in>

Scanned copy of Bank Draft/Pay Order made towards cost of tender document, Earnest Money Deposit apart from other documents stated in the tender document shall have to be uploaded while e-filling.

**The original Bank Draft / Pay Order against Cost of Tender and EMD should be submitted within the scheduled date.**

Detailed information on mode of tender submission is available at <https://wbtenders.gov.in>

Pre-bid Queries of the bidders may be forwarded through e-mail stated at Page-1 or may submitted in hard copy format to the Office of the General Manager (HR&A), Corporate HR&A Department, WBSETCL, 8<sup>th</sup> Floor, D-Block, Vidyut Bhavan, Saltlake, Kolkata-700091

WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reasons thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.

**(END OF SECTION-1)**



WBSETCL

**West Bengal State Electricity Transmission Co. Ltd.**

(A Govt. of West Bengal Enterprise)

**CORPORATE HR&A DEPARTMENT**

Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

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**SECTION-2**  
**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS:**

1.1 For the Bidding / Tender Document Purposes, the WBSETCL shall be referred to as 'WBSETCL' and the Bidder/Successful Bidder shall be referred to '**Contractor and/ or Bidder**' or interchangeably.

1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.3 The bidder shall submit the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ format, or any other requirements stipulated in the tender documents are liable to be rejected.

1.5 The bidding company should be a Limited/private Limited Company, registered under the Companies Act,1956 or Limited Liability Partnership Firm/Partnership firm under LLP Act, 2008 or Indian Partnership Act, 1932.

1.6 The parties to the Bid shall be the Bidder (to whom the work has been awarded) and WBSETCL.

1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by Registered Post with acknowledgement due to the General Manager (HR&A), WBSETCL, Corporate HR&A Deptt., 8<sup>th</sup> Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin-700091. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

**2. QUALIFYING REQUIREMENT FOR BIDDERS:**

2.1: The following shall be the qualifying requirement for selection of bidders at technical bid stage of the bidding process:-

a) **Legally valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity in the form of a Limited company or a private Limited company registered under the Companies Act, 1956 or Limited Liability partnership Firm/partnership



firm under LLP Act, 2008 or Indian Partnership Act, 1932. Documentary evidence of the eligibility of the Bidder / Bidding Firm shall be submitted with the bid documents.

b) **Registration:** The Bidder/Bidding Firm must be registered with the Income Tax, Service Tax and also registered/Licensed under the Labour Laws/Rules, like Contract Labour(R&A) Act 1970, Employees provident Fund organization, Employees State Insurance Corporation. The proof in support same shall be submitted with the bid documents.

c) **Experience:** The bidder should have minimum **Five Years of experience** in the similar field for providing of unskilled Manpower of **not less than 300 Casual Labours per month** in the Government Ministries/ Departments/public Sector (central or state) for the last three consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organization may be considered by the competent Authority of the WBSETCL.

d) **Financial capacity:** The bidder must have an Minimum Average Annual Turnover (MAAT) for the best **three years** out of the last **five financial years** excluding non-recurring item for which the audited accounts are available shall not be less than **₹85 Lakhs**.

e) **Net Worth:** Net Worth should be positive.

f) **Registered office:** Contractors having Registered Office/H.Q. in West Bengal only.

## 2.2: DOCUMENTS TO BE ATTACHED DURING ONLINE e-TENDER SUBMISSION:

<b>Document-1</b>	The bidder should have minimum Five Years of experience of supplying Casual Labour of <b>not less than 300 Casual Labours per month</b> in Govt./ PSU/ Large Private Companies and to this effect work experience certificate from these organization(s) stating clearly the nature of Casual Labour supplied, period, No. of personnel supplied should be attached. The documentary proof of work in hand at present should also be attached. Non-submission of experience will disqualify the bidder.
<b>Document-2</b>	(i) Copy of PAN card of the Firm / Company (Attested) (ii) Copy of Service Tax Registration of the Firm/ Company (Attested)
<b>Document-3</b>	Attested copies of the Power of Attorney / Resolution by BOD of Company, as the case may be.
<b>Document-4</b>	Attested copies of the partnership deed/copy of Memorandum of Articles of Association, as the case may be.



<b>Document-5</b>	Annual Turnover of Minimum ₹85 Lakh (Rupees Eighty Five Lakhs only) of the Partnership Firms/Company Establishment during last 03 Years. Relevant portion of Balance Sheet and Profit & Loss Account of the Company / Firm showing turnover / copies of Work Orders for last 5 years to be furnished.
<b>Document-6</b>	Name of the Bankers, Facilities enjoyed and Bank Statement of last 06 months.
<b>Document-7</b>	Copy of Contract Labour Registration/License, PF and ESI Registration Certificate.
<b>Document-8</b>	Copy of Valid Labour License (previous engagements).

**3. COST OF BID DOCUMENT (Tender fee):** The cost of bid document amounting ₹5,000 /- (Rupees Five Thousand) only has to be submitted through Account Payee **Demand Draft / Bankers' Cheque** drawn in favour of WBSETCL, payable at Kolkata along with tender documents in a separate envelope. Bids shall not be considered in case the tender fee is not submitted. Late receipt of tender fee viz., after closure of online bidding time, will make the bidder disqualified and that bid will not be considered. If the bid is received without tender fee, it would not be considered and would be rejected summarily.

**4. EARNEST MONEY DEPOSIT:**

4.1 The Earnest Money Deposit (EMD) of ₹60,000 /- (Rupees Sixty Thousand only) has to be submitted in the form of Account Payee **Demand Draft/ Bankers' Cheque** drawn in favour of WBSETCL, payable at Kolkata along with tender documents in a separate envelope. Bids shall not be considered in case the EMD is not submitted. Late receipt of EMD viz., after closure of online bidding time, will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Contract Performance Guarantee (CPG) or adjustment against any pending bill held by the WBSETCL in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.

4.4 No claim shall lie against the WBSETCL in respect of erosion in the value or interest on the amount of earnest money deposit i.e. no interest will be payable on EMD.

4.5 The bid security may be forfeited:





- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:
  - (a) Fails to sign the contract in accordance with the terms of the tender document;
  - (b) Fails to furnish required CPG in accordance with the terms of tender documents within the time frame specified by the WBSETCL; or
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

## 5. VALIDITY OF BIDS

**5.1 Price Bid shall remain valid for a period of 120 days from the date of submission of opening of the Price Bid (Financial Bid).**

5.2 In case WBSETCL calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

5.3 WBSETCL may request for extension of validity of bid by another period of 60 days, without any modifications and without giving any reasons therefor.

## 6. PREPARATION OF BIDS

6.1 Language: Bids and all accompanying documents shall be in **English** only.

6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

### **a. Documents comprising the Bid:**

- i. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- ii. Documents stated under clause no.2.2
- iii. Signed copy of General conditions of contract and Special conditions of contract in Section 3 & 4 and Schedule of Work in Section 5 as a token of acceptance of the same by the bidder
- iv. Earnest Money Deposit.

**Price Bid:** Bidder shall prepare the financial Bid in the Price Schedule as per section 6 provided in the Tender Document and submit through **e-Tender** portal only through BOQ.



## **7. SUBMISSION OF BIDS & BID OPENING PROCEDURE:**

**A.** Instructions/Guidelines for electronic submission of the bids is appended below for assisting the Agencies to participate in e-Tendering.

### **i. Registration of Agency:**

Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://etender.wb.nic.in> or <https://wbtenders.gov.in>. The Agency is to click on the link for e-Tendering site as given on the web portal.

### **ii. Digital Signature Certificate (DSC):**

Each Agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1 above. DSC is given as a USB e-Token.

### **iii. Collection of Tender Documents:**

The Agency can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.i. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

## **B. SUBMISSION OF TENDERS:**

Bids are to be submitted online to the website stated in Clause A.i. in two folders at a time for each work; one is Technical Proposal & the other is Financial Proposal, before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

### **i. Submission of one set of Confirmatory Hard copy:**

Bidders must submit the "Cost of Bidding document (original) & E.M.D.(original)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope clearly stating the contents of these envelopes. These two separate sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT No and Subject matter.

Bidders are required to submit one set of confirmatory copy of the uploaded Techno-commercial Bid i.e. the proof of fulfillment of Technical Qualification only in a sealed envelope (hard copy) on the date as specified in the Detail NIT above. Bidders are not required to submit any hard copy of the Price / Financial Bid.

Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy with the Confirmatory Techno-Commercial Bid.



**ii. Technical Proposal:**

The Technical proposal should contain scanned copies of the following in two covers (folders).

**Statutory Cover containing the following documents:**

- a) Demand Draft towards **Cost of Tender Documents** as prescribed in the N.I.T.
- b) Demand Draft towards **Bid Security (EMD)** as prescribed in the N.I.T.
- c) Scanned copy of the forms/formats under Section 2 of the Tender Document duly filled up and uploaded comprising of the following:
  1. Bid Form (without Price)
  2. Power of Attorney in favour of Signatory of the Bid
  3. Qualification Criteria
  4. Affidavit regarding eligibility
  5. Technical compliance Form
  6. Declaration for unconditional Acceptance of Tendered Price.
  7. Copy of Contract Labour, EPF & ESIC Registration / License.

**The rate shall be quoted in the B.O.Q. only. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.**

**Non-statutory Cover containing the following documents:**

- a) Financial Documents:
  - (i) VAT registration No. (a copy of certificate of registration to be enclosed)
  - (ii) TAN No. (a copy of certificate to be enclosed)
  - (iii) Service Tax registration No (a copy of certificate of registration to be enclosed)
  - (iv) PAN No. (a copy of certificate to be enclosed)
- b) (i) Registration Certificate under Company Act. (If any) OR  
(ii) Registered Deed of Limited Liability partnership Firm/partnership firm under LLP Act, 2008 or Indian Partnership Act, 1932.
- c) Audit Report along with Balance Sheet & Profit & Loss A/c. for the last 5 (*five*) years (year just preceding the current Financial Year i.e 2014-15 will be considered as year - I)
- d) A sheet containing Registered Office Address, Telephone No, E-mail Address, Mobile No. & Name of the Contact persons, Local Office (Kolkata) Address in the letter head of the Agency duly certified by the Authorized Officers Of the Agency.
- e) Copies of Order(s) received from Govt. Departments /Central PSUs/State PSUs/ State Govt./Statutory Corporation in support of supply of 300 or more casual labour along with completion certificate, if any. viz. List of Work order references with execution status of similar Works in the past.
- f) Proof of having sufficient storage space to keep the casual labour service related documents for at least 2 years on behalf of WBSETCL.





**N.B.:** Failure of submission of any of the above mentioned documents as stated above will render the bidder liable to be rejected for both statutory & non statutory cover.

**iii.** The above stated Non-Statutory/Technical documents should be arranged in the following manner

Click the check boxes beside the necessary documents in the My Document list and then click the tab **“Submit Non Statutory Documents”** to send the selected documents to Non-Statutory folder.

Next Click the tab **“Click to Encrypt and upload”** and then click the **“Technical”** Folder to upload the Technical Documents.

**My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No	Category Name	Sub Category Description	Details
A	CERTIFICATES	CERTIFICATES	(i) VAT REGISTRATION NO (A COPY OF CERTIFICATE OF REGISTRATION TO BE ENCLOSED) (ii) TAN NO: (A COPY OF CERTIFICATE TO BE ENCLOSED) (iii) SERVICE TAX REGISTRATION NO (A COPY OF CERTIFICATE OF REGISTRATION TO BE ENCLOSED), (iv) PAN NO (A COPY OF CERTIFICATE TO BE ENCLOSED) (v) COPY OF LABOUR LICENSE.
B	COMPANY DETAILS	COMPANY DETAILS 1	INCORPORATION CERTIFICATE, MEMORANDUM OF ASSOCIATION/ ARTICLES OF ASSOCIATION.
C	CREDENTIAL	CREDENTIAL 1	SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER (TO MEET THE QR). LIST OF WORK ORDER/LETTERS OF AWARD REFERENCES WITH EXECUTION STATUS OF SIMILAR PURCHASES/ WORKS IN THE PAST.
		CREDENTIAL 2	IN THE CREDENTIAL 2 FOLDER, BIDDERS MUST SUBMIT THE CLIENT'S CERTIFICATE FOR COMPLETION/ PERFORMANCE ETC., I.E. PROOF OF EXECUTION OF PURCHASE ORDER/WORK ORDER / WORKS/LETTERS OF AWARD.
E	FINANCIAL INFO	PAYMENT CERTIFICATE 1	TDS CERTIFICATE.
		PAYMENT CERTIFICATE 2	BANKER'S CERTIFICATE, SOLVENCY CERTIFICATE AND OTHER RELEVANT DOCUMENTS.
		P/L AND BALANCE SHEET 2014-15	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3 CD FORM IN CASE OF TAX AUDIT)
		P/L AND BALANCE SHEET 2013-14	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)
		P/L AND BALANCE SHEET 2012-13	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3 CD FORM IN CASE OF TAX AUDIT)



		P/L AND BALANCE SHEET 2011-12	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3 CD FORM IN CASE OF TAX AUDIT)
		P/L AND BALANCE SHEET 2010-11	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3 CD FORM IN CASE OF TAX AUDIT)
F	MANPOWER	SUPERVISORY PERSONNEL	LIST OF PERSONNEL IN THE SUPERVISORY LEVEL IN THE ROLLS OF THE CONTRACTOR ALONG WITH THE ORGANIZATION STRUCTURE.
		SUPPORT STAFF	LIST OF SUPPORT STAFF (BOTH REGULAR AND CASUAL)

**NOTE:BLACK & WHITE SCAN  
MULTIPAGE SCAN  
DPI MAX 200-300**

### **C. OPENING & EVALUATION OF TENDER.**

a) A Tender Evaluation Committee (TEC) shall be constituted by WBSETCL for this purpose.

b) Opening of Technical Proposal:

Technical proposals will be opened by the Tender Evaluation Committee electronically from the website using their Digital Signature Certificate (DSC).

c) Intending bidders may remain present if they so desire.

d) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will be summarily rejected.

e) Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

f) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be considered and uploaded in the web portals.

g) During evaluation the committee may summon the bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposal will be liable for rejection.

### **E. FINANCIAL PROPOSAL**

a) Only pdf copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Agency.

b) Financial capacity of a bidder will be judged on the basis of information furnished in Section - 2 and Clause-B above.



**F. PENAL PROVISIONS:**

- a) Penalty for suppression/distortion of facts:
- b) If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and may be referred for action to the appropriate authority for prosecution under the IT Act or any other statutory enactment.

**8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, WBSETCL may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the WBSETCL's request for clarification, its bid may be rejected.

8.3 WBSETCL also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

**9. TECHNICAL BID EVALUATION:**

9.1 The WBSETCL shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

9.2. The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences under clause-2 for being considered during technical evaluation.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 9. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online. The responsiveness of the bid shall be judged by:

- (i) Receipt of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.



(iii) Documents in support of proof of meeting the Qualifying Requirement.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

## **10. FINANCIAL BID OPENING PROCEDURE**

The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of tender.

10.1 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.2 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

## **11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER:**

11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be examined by the tender opening Committee.

11.2 The quoted rate of Service Charge shall be the deciding factor in determination of L1, L2, etc. in the financial bids.

11.3 If there is a discrepancy between words and figures, the amount in words shall prevail.

## **12. RIGHT OF ACCEPTANCE:**

12.1 The competent Authority in WBSETCL reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the competent Authority of WBSETCL in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.



12.3 The competent Authority in WBSETCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the contractor that has been awarded the contract, the competent Authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

12.5 WBSETCL may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Government Departments / institutions / Local Bodies / Municipalities / public sector Undertakings etc.

### **13. NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF ACCEPTANCE.**

13.1 After determining the successful bidder after evaluation, WBSETCL shall issue a Letter of Acceptance (LOA) in duplicate of which the successful bidders will return one copy to WBSETCL duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidder.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding on the bidder.

### **14. RETURNING OF EARNEST MONEY DEPOSIT (EMD).**

14.1 The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within fifteen (15) days of placement of order to L1 bidders.

14.2 The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within fifteen (15) days after opening of the eligible Financial Bids upon application only on award of contract to the successful bidder.

14.3 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of Financial bids.

**(END OF SECTION-2)**





**SECTION-3  
GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

**1.1 General**

In this Contract including the schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

<b>"Agreement"</b>	The word <b>"Agreement"</b> and <b>"Contract"</b> has been used interchangeably.
<b>"Party"</b>	The word <b>"Party"</b> means the Successful Bidder to whom the work for providing of man power on outsourcing basis at various units of West Bengal State Electricity Transmission Company Limited located across the state of West Bengal has been awarded and the Client means "WBSETCL"
<b>"Casual Labour"</b>	Shall mean unskilled labourer employed temporarily on need basis under a contract.
<b>"Services"</b>	Shall mean the performance of work enumerated in schedule of service including such auxiliary, additional and incidental duties, services, and operations as may be indicated by the authorized person.

**CONFIDENTIALITY**

1.2.1 The contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on WBSETCL's business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Agreements) and/or business of the WBSETCL. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of WBSETCL's information.

**2. CONTRACT PERFORMANCE GUARANTEE (CPG)**

2.1 The successful bidder has to deposit **CONTRACT PERFORMANCE GUARANTEE (CPG)** of a sum equivalent to 10% of the **accepted contract value** in favour of WBSETCL payable at Kolkata in the form of **Demand Draft/Bank Guarantee** within fifteen days of the acceptance of the LoA. The **CPG** shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The CPG would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, **the CPG will have to be accordingly renewed by the successful bidder.**

2.2 The **CONTRACT PERFORMANCE GUARANTEE (CPG)** will be forfeited by order of the competent Authority of WBSETCL in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said CPG as may be considered by WBSETCL sufficient to



cover any incorrect or excess payments made on the bills to the firm, shall be retained until final settlement takes place.

a) If the contractor is called upon by the competent Authority of WBSETCL to deposit security and the contractor fails to provide the security Deposit within the period specified such failure shall constitute a breach of the contract and WBSETCL shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand certificate in the prescribed form.

c) And upon return in good condition of any specifications, samples or other property belonging to the WBSETCL, which may have been issued to the contractor.

### **3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing **CONTRACT PERFORMANCE GUARANTEE (CPG)** from the successful bidder, WBSETCL shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower in the Department/Unit at the specified locations.

### **4. SIGNING OF CONTRACT AGREEMENT**

4.1 The successful bidder shall enter into contract and shall execute and sign the contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 WBSETCL shall prepare the draft Articles of Agreement incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

4.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from the WBSETCL, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the WBSETCL shall sign the contract agreement and return a copy of the same to the successful bidder.

### **5. WBSETCLS OBLIGATION**

5.1 WBSETCL shall comply with and fulfill the recommendations (if any), if deemed necessary by the WBSETCL, made in writing by the contractor in connection with the performance of the services. WBSETCL shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or in connection with the services as soon as possible after being aware of them.



5.2 The WBSETCL shall not be under any- obligation for providing employment and /or empanelment to any of the personnel of the contractor after the expiry of the contract. WBSETCL does not recognize any employee-employer relationship with any of the workers the contractor.

## **6. VALIDITY OF CONTRACT**

The period of the contract will be for One year from the date of award of the contract; however the Work Order shall be issued for a period of **12 months** initially. The same can be renewed for subsequent **12 months**, subject to satisfactory service and acceptance by WBSETCL.

In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements, WBSETCL shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the WBSETCL.

## **7. FORCE MAJEURE-OBLIGATIONS OF THE PARTIES**

7.1. "Force Majeure" shall mean any event beyond the control of the WBSETCL or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, lockout, epidemics, quarantine and plague; Earthquake, fire, flood or cyclone, or other natural disaster

As soon as reasonably practicable but not more than 48 (forty eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

7.2 The date of commencement of the event of Force Majeure,

7.3 The nature and extent of the event of Force Majeure;

7.4 The estimated Force Majeure Period,

7.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.



7.6 The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

7.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

## **8. TERMINATION**

This contract may be terminated by either party by giving written notice to the other if:

8.1 The other party is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach: or

8.2 The contract may be terminated forthwith by WBSETCL by giving written notice to the contractor, if:

8.2.1 In case of breach of any of terms and conditions of the contract by the contractor which are not rectified within the notice period, the competent Authority of WBSETCL shall have the right to cancel the contract without assigning any reason thereof.

8.2.2 The contractor does not provide unskilled workers satisfactorily as per the requirements of the WBSETCL or/and as per the Schedule of Requirements.

8.2.3 The contractor goes bankrupt and becomes insolvent.

**8.2.4 In the event of any termination of the contract for reasons stated hereinabove, the CPG given by the Contractor will be invoked or CPG money forfeited.**

## **9. DISCLAIMER**

The relatives/near relatives of employees of WBSETCL are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

## **10. INSOLVENCY**

10.1 The Competent Authority of WBSETCL may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:



If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or appoint a receiver or Manager on behalf of the lenders shall be appointed or circumstances shall have arisen which entitled the court or lenders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay to WBSETCL for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

## **11. CURRENCIES OF BID AND PAYMENTS**

11.1 The bidder shall submit its **price bid / offer** in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **12. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

12.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by WBSETCL in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Kolkata and the decision of the arbitrator shall be final and binding on the parties.

12.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in **Kolkata**.

**(END OF SECTION-3)**





## SECTION-4

### SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract shall supplement the “Instructions to the Bidders”.

#### **1. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep WBSETCL indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against WBSETCL on account of acts of omission / commission attributable to the contractor and which are punishable under the provisions of various central Labour and Employment Acts as amended from time to time. WBSETCL shall be vested with sole discretion to determine damages / loss suffered on account of the Contractor and reserves the right to recover the dues payable from the CPG of the Contractor.

#### **2. SERVICES TO BE PERFORMED BY THE CONTRACTORS:**

The Contractor shall render all or any of the services given in Schedule of Work/ Requirements under Section-5 as and when necessary and as directed from time to time by the General Manager (HR&A), WBSETCL or an officer acting on his behalf together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the authorized person or an officer acting on his behalf and are not inconsistent with these terms and conditions.

#### **2.1 : SUPPLY OF CASUAL LABOUR:**

The Contractor shall be providing unskilled Casual Labour services in the areas and in the premises occupied by the WBSETCL as per the details given in schedule of work /requirements, or any other location as required by WBSETCL to the satisfaction of the WBSETCL.

The Contractor shall furnish to the General Manager (HR&A), WBSETCL the name and telephone/mobile number of one or more representatives authorized by him to act on his behalf in day-to-day working of the contract. It shall be the duty of those representatives of the Contractor to remain in touch with General Manager (HR&A) or his authorized representative to obtain information about the day-to-day requirements.

WBSETCL shall pay the charges as agreed between the WBSETCL and the contractor at the time of award of the Contract.



### 3. LABOUR LAW COMPLIANCES

3.1 The engagement and employment of Unskilled Casual Labour and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. WBSETCL may ask the Contractor to produce documents to verify that these provisions/laws are complied with by the Contractor.

(a) All wages and allied benefits such as Leave, ESI, PF, Bonus etc, shall be paid by the Contractor.

**(b) It is mandatory that the Contractor's employees must be paid through bank (ECS) only.**

3.2 The Contractor shall abide by all labour laws related to EPF Organization, ESI Corporation, Employees' Compensation Act. The details of EPF, ESI emolument and payment of statutory deductions / contribution in respect of their deployed staff shall be submitted by the Contractor to WBSETCL along with the bill. The contractor shall abide by all applicable laws and regulations, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of employees' compensation, working hours, safety, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions and payment of bonus.

3.3 The Contractor shall be liable for representation before appropriate authorities and settlement of any legal dispute/case /claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The Contractor shall be responsible for compliance of all the laws/ rules/ regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past, or may arise during the course of performance of the contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

### 4. LIABILITY FOR CASUAL LABOUR ENGAGED BY THE CONTRACTORS:

a) All the Casual Labour employed by the Contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. The Contractor shall arrange Photo Identity Cards and uniform for them which are essential for entry in the assigned premises for duty.



b) The Contractor shall not employ any person below the age of **18 years and above 45 years**. Preference should be given to male casual labour. The Contractor shall indemnify WBSETCL from and against all claims and penalties which may be suffered by WBSETCL or any person employed by him by reason of any default on the part of Contractor to observe and/or in the performance of provisions of Employment of Children Act, 1938 or any re-enactment or modification of the same.

c) The responsibility to comply with the provisions of the various labour laws of the country such as Minimum Wages Act 1948, Payment of Wages Act of 1936, Employees' Compensation Act 1923, Employees Provident Fund & M.P. Act 1952, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Maternity Benefits Act 1961, Equal Remuneration Act 1976 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the Contractor. The General Manager (HR&A) on behalf of the WBSETCL in the capacity of Principal employer will also have every right to ensure that the wages are disbursed to the workmen/employees of the contractor through bank or in the presence of authorized representative of the WBSETCL.

d) WBSETCL shall be fully indemnified by the Contractor against all the payments, claims and liabilities whatsoever, incidental or directly arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishment/work in WBSETCL.

e) The General Manager (HR&A) on behalf of the WBSETCL shall have the right to recover/deduct from any money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and or by way of fulfillment of any obligations on the part of the Contractor for strict observance of the statutory provisions of the aforesaid laws.

f) If the General Manager(HR&A),WBSETCL/authorized person or any officer acting on his behalf demands the removal of any of his employees, the Contractor shall do so forthwith. The decision of such authorized person shall be final & binding on the Contractor and WBSETCL shall in no way be liable for any consequences for which the Contractor will be fully responsible.

g) In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with the Labour



regulation/enactments made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of unpaid wages and un-authorized deductions, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

h) Notwithstanding the fact, whether the said legislation/enactments or any statutory modification thereof, are applicable or not to the employees/workers employed by the Contractor who shall pay the following to them:

1) In every case in which by virtue of the provisions of sub-section(1) of Section 12 of the Employees' Compensation Act, 1923, WBSETCL is obliged to pay compensation to a workman employed by the contractor in execution of the contract, WBSETCL will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the WBSETCL under sub-section (2) of Section 12 of the said Act. WBSETCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WBSETCL to the contractor whether under this contract or otherwise.

2) In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972, WBSETCL is liable to pay any amount of wages to a workman employed by the Contractor in execution of a contract, or to incur any expenditure in providing Welfare and or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractors, WBSETCL will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the WBSETCL under sub-section (4) of Section 21 and sub-section (2) of Section 20 of the Contract Labour (Regulation and Abolition) Act. WBSETCL shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WBSETCL to the contractor, whether under this agreement or otherwise.

i) The Contractor shall issue Appointment Order to each employee and a copy of each such Appointment Letter may be sent to the General Manager (HR&A), WBSETCL.

**j) CODE OF CONDUCT:**

1. The Contractor shall ensure that the person deployed are discipline and of good conduct in office premises, be best suited for the work. Such work shall comply with prohibition on consumption of alcoholic drinks, pan, smoking, loitering without work within Company establishment. The Contractor shall strictly ensure that its personnel:



- a) Are always smartly turned out and vigilant.
- b) Are punctual and arrive at least 15 minutes before start of their duty time.
- c) Take charge of their duties properly and thoroughly.
- d) Perform their duties with honesty and sincerity.
- e) Read and understand their post and site instructions and follow the same.
- f) Extend respect to all Officers and staff of the office of the WBSETCL.
- g) Will not gossip or chit chat while on duty.
- h) Will never sleep while on duty.
- i) Will not read newspaper or magazine while on duty.
- j) Will immediately to Contractor and the WBSETCL report if any untoward incident / misconduct or misbehavior occurs.
- k) When in doubt, approach concerned person immediately for instructions.
- l) Do not entertain their personal visitors while on duty.

2. The deployed Casual Labour should be of Good Health.

3. The Contractor will certify that all the personnel deployed bear good moral character and have no criminal record. Contractor shall carry out police verification of all Contract Labour within 30 days of commencement of work and submit Police Verification Report along with photo to the General Manager(HR&A),WBSETCL. The quoted rate shall be inclusive of all expenses towards carrying out police verification and no extra payment will be made for the same.

#### **k) SCHEDULE OF PAYMENT**

Schedule of Payment to be made by the Contractor and benefits to be provided by the contractor to their worker

1. The Contractor shall pay minimum wage in compliance with notification of Labour Dept., Govt. of West Bengal, as modified from time to time applicable for the Schedule of Employment in Security Services. In no case, the said wage can be divided into other component(s). Employer's share of PF @13.36%, ESI @ 4.75% and bonus @ 8.33% should be paid over and above the minimum wage as above or as notified by the appropriate department from time to time. Employees share of contribution of PF @12%, ESI @ 1.75% shall be deducted from the wages of the casual labour.
2. The Contractor shall pay not less than the minimum wages to the Casual Labour engaged by him as notified by the Labour Department, Government of West Bengal from time to time as applicable for the Schedule of Employment in Security Services.





3. The Contractor shall be liable for making the contribution, in accordance with the provision of EPF Act, 1952 and the Scheme framed there under in respect of the personnel employed by him.
4. The Contractor will be responsible for covering his worker under the ESI Act, 1948 and payments as per the Act shall be made by the Contractor.
5. The Contractor will be responsible for payment of bonus to his workers as per relevant Act.
6. The Contractor shall allow or cause to be allowed to the workers directly or indirectly employed one day rest in a week.
7. The Contractor will be responsible for other fringe benefits/allowance also to his workers which have been stated in the tender documents and which are applicable from time to time and covered under relevant Labour Act, Rules & Regulations. The contractor will be personally responsible for compliance of all relevant Act, Rules & Regulations as applicable from time to time.

Further, he has to ensure all requirements/ formalities /submission of returns required under Contract Labour (R&A) Act, 1970, EPF Act, 1952, ESI Act, 1948, Minimum Wages Act, 1948, etc. and furnish a declaration to this effect along with bills every month.

**m) CONDITIONS OF WORK:**

(i) The Contractor shall ensure that he shall provide and/ or substitute, well in advance, if there is any probability that the manpower appointed is not performing / attending the task due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor.

(ii) The Contractor or his authorized person shall be available at all times. The message sent by phone/e-mail/Fax/Special Messenger from WBSETCL to the Contractor shall be acknowledged immediately, on receipt; on the same day. The Contractor shall strictly observe the instructions issued by WBSETCL from time to time.

(iii) It is the responsibility of the Contractor to ensure safety of its own belongings and WBSETCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or valuable, whatsoever of the Contractor and/or his employees.

(iv) The Contractor or his employee while performing his service is utilizing the goods supplied by WBSETCL should ensure that the goods, accessories, materials and equipments etc. are not damaged in the process of carrying out the services



undertaken by them and the Contractor shall be responsible for acts of commission and omission on the part of his staff. If WBSETCL suffers any loss or damage on account of negligence, wastage of materials without cause or theft due to negligence of the deployed person / agents of the said Contractor, then the Contractor shall be liable to reimburse to WBSETCL for the loss so sustained.

(v) WBSETCL will maintain an attendance register in respect of the staff deployed by the Contractor, which is to be signed by the deployed person in addition to their own register for verification, on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(vi) Contractor has to execute an agreement with WBSETCL to provide qualified experienced manpower as per requirement.

(vii) The Contractor shall not assign, transfer, pledge or sub contract performance of services to a third party.

#### **h) PAYMENT OF WAGES TO WORKERS:**

The Contractor shall pay, not less than prevailing wages, as fixed by the Labour Department, Government of West Bengal from time to time applicable for the Schedule of Employment in Security Services during the currency of the contract, to the workers engaged by them within 7<sup>th</sup> day of the following month. The Contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions.

All payments to the Casual Labour should be made through credit to their Bank Accounts only and a confirmatory Transaction Slip showing the credit to each Casual Labour should be submitted to WBSETCL along with the monthly bill.

#### **i) OFFICIAL RECORDS:**

The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the WBSETCL.

The Contractor shall maintain a personnel file in respect of all the staff, who are deployed in WBSETCL's office. The personnel file shall invariably consists of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

The Contractor shall furnish an undertaking that within Ten days of the close of every month they will submit to WBSETCL a statement showing the recoveries of



contributions in respect of employees with certificate that the same have been deposited with ESIC / EPFO.

#### **5. PAYMENTS TO THE CONTRACTOR:**

5.1 After selection of the successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by WBSETCL for providing of unskilled workers.

5.2 The prices in the Price Schedule shall be exclusive of any Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time.

5.3 The Contractor while submitting the bills must enclose Electronic Challan cum Return as per Employees' Provident Fund Scheme, 1952 along with Bank Challan of Remittance acknowledged by EPFO positively in token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number, Challan towards payment of E.S.I. Contribution to the respective E.S.I. Authority along with duly authenticated Wage Slip indicating Minimum wage, PF deductions, ESI (both employer & employees contribution), Bonus Component and confirmatory Bank Transaction Slip showing the wages credit to each Casual Labour.

5.4 The Contractor shall raise invoice on monthly basis comprising of aforesaid payments made by him along with separate indication of Service Charges and submit the same to WBSETCL by 10<sup>th</sup> day of every following month. WBSETCL shall make all endeavors to make payments (reimbursement of wages and statutory payments on employer part) and Service Charges within 15 days from the date of the receipt of the clear invoice from the Contractor.

5.5 All payments shall be made in Indian currency only.

5.6 WBSETCL shall be entitled to deduct in accordance with applicable law, Income Tax (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

5.7 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

5.8 In case of failure to submit monthly bills within stipulated date of 10<sup>th</sup> day of every month, the Contractor will have to make payment of wages to his employees by 7<sup>th</sup> day of every month through his own financing arrangements, failure of which will make him liable to bear deduction of penalty @ 2.5 % (per day of delay per person deployed) from the contractor/bidder **service charge** due to him for the relevant month/forfeiture of security deposit.



5.9 The Contractor shall not wait till the payment of monthly bills (during entire contract period) from WBSETCL to disburse wages, make remittances of statutory liabilities like EPF, ESI, Service Tax etc.

5.10. Payments to the Contractor would be strictly on basis of certification by the officer with whom deployed Casual Labours are attached that their services were satisfactory and attendance were as per bill preferred by the Contractor.

5.11 No payment will be made to the Contractor for the days of absence of any of their manpower in case such vacancy had not been filled up through alternate manpower.

5.12 The Contractor will provide the required manpower for a shorter period, in case of any exigencies; as per the requirement of WBSETCL

5.13 Each monthly bill must be accompanied by:

(a)List of employees with their date(s) of engagement

(b)The amount of wages (The Contractor shall ensure that minimum wages are paid to all-the employees with all the benefits (such as ESI/EPF/Bonus etc.)

(c)Copies of authenticated documents of payments of such contributions to EPFO/ESIC.

(d)Declaration of the Contractor regarding compliance of EPF/ESI requirements.

5.14 The Contractor shall also prepare and maintain a register indicating all payments/dues in respect of all the employees.

## **6. COMMENCEMENT OF SERVICES**

6.1 The contract shall become legally binding and in force only upon submission of Contract Performance Guarantee (CPG).

6.2 The contractor shall commence services in areas and in the premises occupied by WBSETCL within seven days of communication of such requirement by the GM (HR&A) or his authorized representative.

**(END OF SECTION-4)**



**West Bengal State Electricity Transmission Co. Ltd.**  
(A Govt. of West Bengal Enterprise)

**CORPORATE HR&A DEPARTMENT**

WBSETCL

Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

**SECTION-5**  
**SCHEDULE OF WORKS / REQUIREMENTS**

WBSETCL intends to obtain Casual Labour from the prospective Contractor on outsource basis for deployment at its Corporate Office and various site units (offices / sub-stations) spread across the state of West Bengal.

The tentative manpower requirement is **53 nos.** This requirement on monthly basis is only approximate and tentative and likely to vary as per level of activities at the locations.

The Contractor shall comply with such requirements at short notices and in any case within a week time from date/time of advice to that effect.

**The placement of Casual Labour at any Department / Unit of the WBSETCL is purely temporary in nature and transferable at any time.**

**JOB DESCRIPTION:**

To provide the Unskilled Manpower for performing casual works in various offices of WBSETCL.

The Casual Labour requires to perform the jobs of a PEON like:

1. To carry and deliver the Dak within and outside the Office.
2. To perform Miscellaneous and odd jobs for officers/officials and other works assigned by the Officer.
3. To ensure the cleanliness and general keep up of the Section/Office wherein posted and of the Furniture, Fixture and equipments.
4. To attend the Officers at H.Q.'s and while on tour if required.
5. To operate the Photostat Machine/Fax Machine and make out desired no. of copies, Ink, Toner etc. and ensure proper operation of the machines.
6. Filing of documents.

The job profile of the Causal Labour shown above is illustrative and not exhaustive.

**MINIMUM ELIGIBILITY:** The deployed Casual Labour should have passed **Class-VIII** from a Government recognized School and have the ability to read & write Bengali/Nepali & elementary English.





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**NATURE AND CONDITIONS OF WORK:**

1. The duty hours of Unskilled Casual Labour would be normally 8 hours per day. However, in exigencies of work, the Contract Labour may be required to perform additional activities. The start and end time of the duty shall be further flexible at the option of the General Manager (HR&A), WBSETCL or any officer appointed in this regard at the rate quoted in the tender form.
2. The agency and the Casual Labour so engaged shall work under the supervision of the General Manager (HR&A), WBSETCL and /or any officer authorized by him depending the place of work.
3. The Causal Labour engagement shall be on No-Work-No-Pay basis.
4. The Casual Labour shall be entitled for one weekly off day and four annual holidays i.e, 26th January, 1st May, 15th August & 2nd October. The minimum rates of wages include the wage for weekly off day. However, employees are entitled for wage for four holidays.
5. The agency shall undertake full responsibility for the performance/action of its staff.



**West Bengal State Electricity Transmission Co. Ltd.**  
(A Govt. of West Bengal Enterprise)

**CORPORATE HR&A DEPARTMENT**

WBSETCL

Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

**TECHNICAL PROPOSAL SUBMISSION FORM  
LETTER OF BID**

Dated :

To  
The General Manager (HR&A)  
WBSETCL, Corporate HR&A Deptt.,  
8<sup>th</sup> Floor, D-Block,  
Vidyut Bhavan, Sector-II,  
Block-DJ, Kolkata,  
West Bengal, Pin-700091

Ref: invitation for Bid vide Tender Notice No. CORP/HR&A/06/2015

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents with instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of Unskilled Workers on outsourcing basis for Corporate Office and various units of WBSETCL.
3. Our price bid shall be valid for a period of 120 days from the date opening of the price bid in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a performance security deposit in accordance with the Bidding Documents.
5. We also declare that the Government of India/Government of West Bengal or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure /lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)



**West Bengal State Electricity Transmission Co. Ltd.**  
(A Govt. of West Bengal Enterprise)

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Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

**PROFORMA FOR SUBMISSION OF INFORMATION FOR EVALUATION OF  
TECHNICAL BID:**

- 1 Name of Bidder :
- 2 Address with phone/mobile No. & e-mail ID :
- 3\* Labour License No & Name of Issuing Authority  
Valid upto :
- 4\* Regd. No. Under Shop & Estt. Act :
- 5\* Employees PF Registration No :
- 6\* ESI Registration No (for Casual Labour  
Supply) :
- 7\* Service Tax Registration No (for  
Casual Labour Supply) :
- 8\* Type of Establishment (Proprietary/  
Partnership Firm/Private Ltd Company/ Public  
Ltd Company/ HUF) :
- 9 Whether Govt./Semi Govt./Private :
- 10\* Annual Turnover for last 03 Years  
(Relevant Documents to be uploaded  
as per Page 5 under Section-3) :
- 11\* Contracts executed till date (Enclose Experience Certificate in Support)
- 12\* Present Assignments in hand (Enclose Award Letters)

- \*N.B:1. Notarized photocopies in support of sl.no.3,4,5,6,7,8,10,11 & 12 must be Uploaded.  
2.The tender document containing 31 pages (except Price Bid page) shall be signed scanned and uploaded.

**Signature of Bidder**



West Bengal State Electricity Transmission Co. Ltd.  
(A Govt. of West Bengal Enterprise)

**CORPORATE HR&A DEPARTMENT**

WBSETCL

Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

SECTION-6

LETTER OF PRICE BID

To

The General Manager(HR&A)

WBSETCL

Corporate HR&A Deptt., 8<sup>th</sup> Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata,  
West Bengal, Pin-700091

Dear Sir,

I/We, submit the Price Bid for appointment of contract for supply of Casual Labours at various units of WBSETCL.

I/We thoroughly examined and understood instructions to tenders, terms and conditions of contract, given in the invitation to tender and those contained in the general conditions of contract and its annexure and agree to abide by them.

I/We hereby offer to work at the rates given Sl. No.1 of the Price Bid which is for items/services mentioned in Annexure-I.

I/We undertake to take responsibility of all statutory liabilities such as Payment of Wage Act, Minimum Wage Act, EPF, ESI, etc.

I/We shall be bound by the communication of acceptance of the offer dispatched within time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

As required no documents are being enclosed with Price Bid.

I/we agree to furnish Cost of Bid document of (**detailed need to be furnished**) and EMD (**detailed need to be furnished**) as in the manner prescribed.

I/We do hereby declare that the entries made in the tender appendix/schedules annexure attached with the technical bid are true and also that I/ We shall be bound by the Act of my duty.

Signature of Bidder with Seal

Name

Capacity to sign the Tender-----

Full postal Address-----



West Bengal State Electricity Transmission Co. Ltd.  
(A Govt. of West Bengal Enterprise)

**CORPORATE HR&A DEPARTMENT**

WBSETCL

Registered Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

## PRICE SCHEDULE

### PRICE BID

**(SUBMITTED THROUGH E-TENDER PORATL ONLY)**

Name of Firm M/s. \_\_\_\_\_

Sl. No.	Description of Services	Percentage of minimum wages payable to the Casual Labour to be engaged by the bidder as notified by the Labour Department, Government of West Bengal from time to time applicable for the Schedule of Employment in Security Services as service charge
1.	Service charges for supply of unskilled Casual Labour	_____ %  (Percentage in words _____)
1.1	The rates quoted are <b>EXCLUSIVE</b> of Service Tax or any other tax levied by the Central Govt./State Govt.	

**N.B: IN CASE THE BIDDERS FURNISHED THE SERVICE CHARGE ANYWHERE IN THE HARD COPY THAN THE BID OF THIS BIDDERS SHALL SUMMERLY BE REJECTED.**

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