



WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Government of West Bengal Enterprise)

CIN : U40109WB2007SGC113474; Website : www.wbsetcl.in Registered Office : Vidyut Bhawan, Block-DJ, Sector-II, Bidhannagar, Kolkata – 700 091

: TENDER DOCUMENT FOR:

SELECTION OF AGENCY FOR PROVIDING 5 NOS. UNSKILLED MANPOWER ON JOB CONTRACT BASIS FOR THE SLDC HOWRAH, WBSETCL

NIT NO. SLDC (HR&A)/TENDER/ 2018-19/01 DATE: 05.4.2018

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**OFFICE OF THE CHIEF ENGINEER, SLDC
WEST BENGAL STATE ELECTRICITY TRANSMISSION
COMPANY LIMITED
DANESH SK. LANE HOWRAH - 711109**

❖ *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.*

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 CIN: U40101WB20075GC113474, Website: www.wbsetcl.in

**SECTION-I
NOTICE INVITING e-TENDER**

**West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)
Office of THE CHIEF ENGINEER, SLDC
CIN: U40101WB2007SGC113474**

ABRIDGED NOTICE INVITING e-TENDER

**FOR SELECTION OF AGENCY FOR PROVIDING 5 NOS. UNSKILLED MANPOWER ON JOB CONTRACT BASIS
FOR THE SLDC HOWRAH, WBSETCL**

NIT No. SLDC (HR&A)/TENDER/ 2018-19/01 Date: 05.4.2018

- ❖ About the organization:-
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 since 01.04.2007.
- ❖ **WBSETCL invites e-Tender under two bid system from registered and authorized firms/agencies, engaged in supplying manpower and having requisite experience in rendering service in Government Organizations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries for providing 5 numbers of Unskilled Manpower at SLDC, Howrah on job contract basis as per details given in the tender document. The bidding Firm /Company must have an established office in the state of West Bengal.**
- ❖ Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in> or <https://etender.wb.nic.in>) and downloading the bidding documents from **01.6.2018 (11:00 A.M.)**. The bids shall be received up to **27.6.2018(04.00 P.M.)** and will be opened on **29.6.2018(4:00 P.M.)**

❖ *Detailed NIT is also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders' information only.*

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN: U40101WB2007SGC113474

Office of THE CHIEF ENGINEER, SLDC

Office Address: DANESH SK. LANE HOWRAH - 711109

DETAILED NOTICE INVITING TENDER

NIT NO. SLDC (HR&A)/TENDER/ 2018-19/01 DATE: 05 4.2018

1. WBSETCL invites e-tender from eligible and qualified bidders for **SELECTION OF AGENCY FOR PROVIDING 5 NOS. UNSKILLED MANPOWER ON JOB CONTRACT BASIS FOR THE SLDC at HOWRAH, WBSETCL**
2. Detailed Specifications, Scope of Works & Services and terms and conditions thereof are given in the bidding documents, which are available at the online e-tendering portal <https://wbtdenders.gov.in/> or <https://etender.wb.nic.in> as per the following schedule:

3.

Sl. No.	Particulars	Date & Time
1	Bidding document No.	NIT No. SLDC (HR&A)/TENDER/ 2018-19/01 Date:05 .04 .2018
2	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	01.6 .2018 up to 10:00 AM
3	Documents download start date (Online)	01.6 .2018 up to 11:00AM
4	Request for clarification to be sent to the address: Office of the CE,SLDC Danesh SK Lane, How-09, / Mail ID: wbsldc.hra@gmail.com	Up to 12.6.2018 by 2:00 PM
5	Pre -bid Meeting	12.6.2018 by 02: 30 PM
6	Bid Submission Start date (on Line)	18.6.2018 from 10:00AM
7	Last date of submission of original copies for original copies for the cost of bidding documents and earnest money deposit(offline)	28.6.2018 upto 03:00PM
8	Bid Submission closing (online)	27.6.2018 upto 04:00PM
9	Opening of Bid(Technical proposal)	29.6.2018 from 04:00 PM
10	Opening of Price Bid (online)	The bidder shall be informed of the date & time of the opening of the price bid at the later stage after opening of technical Proposal.
11	Cost of Bidding Document (INCLUSIVE OF 18 % GST)	Rs. 5900/- (Rupees Five Thousand nine hundred Only)

4. The Bid Documents, downloaded from any other source and used for the purpose, will not be

accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the EMD will be forfeited.

5. QUALIFYING REQUIREMENT OF THE BIDDERS:

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

5.1 Technical Qualification:

- a) The Bidder/Bidding Firm shall necessarily be a registered, authorized, resourceful, reputed and financially sound firm/agency and must have requisite experience in deploying manpower in Government Organisations / Undertakings/big Public or Private Enterprises, Statutory Body(s), etc.
- b) The bidding Firm must have an established office in the state of West Bengal.
- c) The Bidder/Bidding Firm must be registered or possess License under the Labour Laws/Rules, like the Contract Labour (R & A) Act 1970, the Employees Provident Fund Organization, the Employees State Insurance Corporation, etc. The proofs in support of the same shall be submitted with the bid documents.
- d) The Bidder/Bidding Firm must be registered with the Goods and Services Tax (GST)
- e) **Experience:** The bidder should have minimum 05 (Five) years of experience in similar field.

5.2 Financial Qualification:

- a) **Net Worth:** Net Worth of the bidder should be positive.
- b) **MAAT: Minimum Annual Average Turnover** (excluding non-recurring items) for the participating bidders should not be less than **Rs. 900000/- (Rupees Nine Lakhs)** for the best three years out of the last five Financial Years (2013-14 to 2017-18). The proofs in support of the same shall have to be submitted with the bid documents.
- c) **Liquid Asset:** The bidder must have Liquid Asset not less than **Rs. 150000/- (Rupees One Lakh fifty thousand only) and/or evidence of access to or availability of credit facilities of equivalent amount.** This will be as per the last audited accounts.

6. COST OF BID DOCUMENT (Tender Fee):

The bidders will have to download the Bid Document from the sites mentioned in the Tender Document. The cost of bid document amounting **Rs 5,900/- (Rupees Five Thousand nine hundred)** only has to be submitted through **Account Payee Demand Draft / Bankers' Cheque drawn in favour "WBSLDC Fund", payable at Kolkata** along with the tender documents in a separate envelope. This is non-refundable. If the bid is received without the aforesaid tender fee, it would not be considered and would be rejected summarily. Late receipt of the tender fee i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

7. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD) of **Rs 18,000/- (Rupees Eighteen Thousand only)** has to be submitted in the form of an **Account Payee Demand Draft/ Bankers' Cheque or Bank Guarantee drawn in favour of "WBSLDC Fund", payable at Kolkata** along with tender documents in a separate envelope. The scanned copy of the DD or Bankers' Cheque shall have to be uploaded.

8. Uploading of bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents submitted by the bidder. Bid documents are not transferrable.

9. The purpose of the pre-bid meeting will be to clarify the scope of work, and any issues regarding the bidding documents and the Technical Specifications, if raised at that stage by the bidders. WBSETCL shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the bidders during the pre-bid meeting or thereafter.
10. Pre-bid queries of the bidders may be uploaded in the stated website or forwarded through e-mail stated in the Tender Document or may be submitted in hard copy format at the Office of The Chief Engineer, SLDC, Danesh Sk. Lane Howrah – 711109.
11. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to complete the scope of work.
12. Bids submitted for part of the scope of work will not be considered eligible for evaluation.
13. WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.
14. Outsourcing / subletting of the whole or any part of the work at any stage of the Contract is strictly prohibited.
15. An Unregistered Partnership / Firm or Society shall not be eligible to apply.
16. The firms / agencies, which have been blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc cannot participate in the tender.

(END OF SECTION-I)

SECTION-II

INSTRUCTIONS TO THE BIDDERS

1. **GENERAL INSTRUCTIONS:**

- 1.1 For the Bidding / Tender Document Purposes, State Load Despatch Centre, West Bengal State Electricity Transmission Company Limited shall be referred to as '**SLDC, WBSETCL**' and the Bidder/Successful Bidder shall be referred to '**Contractor or Bidder or Agency**' or interchangeably.
- 1.2 The parties to the Bid shall be the Bidder and SLDC, WBSETCL.
- 1.3 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.
- 1.4 The bidder shall submit a copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder if such need arises.
- 1.5 All Bidders are 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/ any other requirements stipulated in the tender documents, or disparity in hard copy of techno-commercial bid submission if any disparity found are liable to be rejected
- 1.6

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 through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) to The Chief Engineer, SLDC, Danesh Sk. Lane Howrah – 711109. (Nearest Land Mark: Opposite Dinanta Asar Club, 100 feet lane)
- 1.7 The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.8 The tender inviting authority may ask for original documents regarding fulfilment of qualifying requirement and any other matters from the prospective bidders. In case the prospective bidders are unable to provide such documents in original, then the bids of such bidders shall not be considered as valid and the same are liable to be cancelled.
- 1.9 **Cost of bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.10 The near relatives of the employees of WBSETCL are prohibited from participating 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).

2. **PRE BID MEETING**

Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. The prebid queries may be submitted by uploading to the e-tendering portal (<https://wbtenders.gov.in> or <https://etender.wb.nic.in>) or may be mailed to wbslhc.hra@gmail.com or submitted directly at SLDC, Danesh Sk. Lane Howrah – 711109.

- 2.1 The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in schedule. The purpose of the meeting will be to clarify the exact scope of work and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Client shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
- 2.2 Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
- 2.3 WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.
- 2.4 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1 At any time, but not later than ten (10) days prior to the deadline for submission of bids, WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.
- 3.2 The addendum/amendment, if any, will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.
- 3.3 In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.
- 3.4 For the information of bidders, the addendum/ amendments shall be uploaded on the website of WBSETCL. The bidders may visit the website from time to time in their own interest.

4. EARNEST MONEY/ BID SECURITY

The bidder shall furnish bid security along with a covering letter for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "**WBSLDC Fund**" payable at Kolkata or a Bank Guarantee (in the prescribed proforma) from any scheduled commercial bank favouring "**WBSLDC Fund**" which shall remain valid for a period of **one hundred and twenty (120) days** from the next day of final bid opening date with a further claim period of thirty (30) days. The original Demand Draft / Pay Order/ Bank Guarantee against Bid Security should be submitted physically at the Office of the The Chief Engineer, SLDC, WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT. For preparation of BG the Bank details of WBSETCL is given below:

Name of the Bank: HDFC Bank Ltd

Address of the Bank: Stephen House Branch, 4BBD Bag (East) Kol-01

Account No.: 00080350001261 and IFSC: HDFC 0000008

- 4.1 If the bid is received without the aforesaid EMD, it will not be considered and would be rejected summarily. Late receipt of the EMD i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

- 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 WBSETCL in respect of any previous work shall be entertained.
- 4.3 No claim shall lie against WBSETCL in respect of depreciation in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.
- 4.4 The Earnest Money Deposit may be forfeited:
- (i) If the bidder unilaterally withdraws / modifies part or whole of his/their 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 WBSETCL; or
 - c) Fails or refuses to honour his quoted prices for the services or part thereof.
 - d) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

5. PREPARATION OF BIDS

- 5.1 **Language:** The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents and submitted along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. The documents comprising the Bid are:
- i. Technical Bid Submission Form (printed on the Company's letterhead of the bidder and duly signed by the authorized person).
 - ii. Documents stated under clause no. 7.3.
 - iii. Signed copies of the General Conditions of Contract, Special Conditions of Contract and the Schedule of Work/requirements in Section III, IV & V respectively as a token of acceptance of the same by the bidder
 - iv. Earnest Money Deposit.
- 5.3 **Financial Proposal/ Price Bid:** Bidder shall prepare the Financial Proposal in the Price Schedule provided in the Tender Document and submit through e-Tender portal only in the BOQ.

6. PERIOD OF VALIDITY OF BIDS

- 6.1 Price Bid shall remain valid for a **period of 120 days from the date of opening of the Price Bid/ (Financial Bid(Proposal))**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.
- 6.2 In exceptional circumstances, WBSETCL may solicit the bidder's consent for an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the

request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

7. GUIDELINES FOR SUBMISSION OF THE BIDS:

7.1 Instructions/Guidelines for electronic submission of the bids are 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 will have 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 website stated in Clause (i) 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 (i) above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

7.2 Bids are to be submitted online to the website stated in Clause 7.1(i) in two folders – **Technical (Proposal/Bid) & Financial (Proposal/Bid)** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).

7.3 DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

To upload the documents click on 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 to the **My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No.	Category Name	Sub Category Description	Details
A	Certificates	Certificates	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN (iii) A self attested copy of the certificate of registration of Goods and Services Tax(GST) (iv) A self attested copy of the Valid Labour License i.r.o. previous/current engagements. (v) A self attested copy of the PF and ESI Registration Certificate.
B	Company Details	Company Details 1	(i) Incorporation Certificate, Memorandum of Association / Articles of Association. (ii) Certificate of Registration

		Company Details 2	(i) Attested copy of Registration under Shop & Establishment Act / Trade License (Optional) (ii) The Power of Attorney / Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	Credential	Credential 1	Proof of performing similar nature of work & 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 (must be indexed properly).
		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	Financial Info	Payment Certificate 1	Income Tax Returns for last 05 (Five) Assessment Years.
		Payment Certificate 2	Latest Bank Solvency Certificate of not less than Rs. 50,000 (Rupees Fifty thousand) obtained from any Nationalized Bank.
E	Manpower and Basic Infrastructure	Supervisory Personnel & Support Staff	List of supporting staff and personnel in the supervisory level in the roll of the contractor along with the organization structure.

7.4 FINANCIAL / PRICE BID

- 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 Clause-7.3 above.
- c. The bidder shall submit its **financial/price bid** in Indian Rupees and all payments under this contract will be made in Indian Rupees.
- d. The prices in the Price Bid shall be exclusive of Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time. Such Taxes and Cess, as applicable, will be paid extra reimbursed along with the Monthly Bills.
- e. **The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.**

7.5 SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

- a. Bidders are required to submit one set of confirmatory copy of the uploaded Techno-commercial Bid along with the proof of fulfilment of Technical Qualification (properly indexed) in a sealed envelope **super scribed as "Hard Copy of Technical Qualification"**.
- b. Bidders must submit the "Cost of Bidding document (original) & EMD (original)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **super scribed as "Cost of Bidding Documents & Bid Security"**. The above two sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT number and Subject matter and must be submitted to The Chief Engineer, SLDC West Bengal State Electricity

Transmission Company Limited Danesh Sk. Lane Howrah – 711109 on or before the date as specified in the NIT above.

- c. **Bidders are not required to submit any hard copy of the Price / Financial Bid.**
- d. Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy.
- e. Failure of submission of any of the above mentioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.
- f. Please collect a proof of submission of these documents for future reference.

8. DEADLINE FOR SUBMISSION OF BIDS

- 8.1** Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT, no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).
- 8.2** WBSETCL may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.
- 8.3** In the event, the deadline for submission of bid is extended by WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid.
- 8.4** In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening.

9. BID OPENING

- 9.1** WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated / communicated to all the intending bidders.
- 9.2** The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end.
- 9.3** Folder for Statutory Documents will be opened first and if found in order, Folder for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will be summarily rejected.
- 9.4** Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.

- 9.5** The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.
- 9.6** On the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose techno-commercial bid is valid.
- 9.7** The list of eligible bidders will be considered and uploaded in the web portals.
- 9.8** In the event, WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, WBSETCL may either extend the bid or cancel the bidding process.
- 10. CLARIFICATION ON BIDS**
- 10.1** During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification on any other matter related to its bid except to the extent in 10.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach WBSETCL within the time specified in the request for clarification issued by WBSETCL.
- 10.2** Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.
- 11. TECHNICAL BID EVALUATION:**
- 11.1** WBSETCL shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 11.2** The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences for being considered during technical evaluation.
- 11.3** 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 document(s), as may be required to support the responsiveness of the bidder as per the tender.
- 11.4** 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 WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.
- 11.5** If a bidder does not provide clarifications of its bid within the date and time set in WBSETCL's request for clarification, its bid may be rejected.

11.6 WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder as per clause 7.3 above. Any deviation/discrepancies in the submitted documents/information may disqualify the bidder.

12. FINANCIAL BID OPENING PROCEDURE

12.1 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 or their authorized representatives, who choose to be present at the time of opening of tender.

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

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

12.4 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(s) in the financial bid.

13. PROCEDURE OF EVALUATION OF BIDS

13.1 WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected. Bidders shall submit a filled-in proforma.

13.2 WBSETCL will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

13.3 WBSETCL may ask any of the bidders to submit analysis to justify the rates quoted by them.

13.4 Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as WBSETCL deems necessary and appropriate.

13.5 The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and a result of this comparison, the lowest bid will be selected for placement of order. However, WBSETCL reserves the right not to accept the lowest bidder.

13.6 The evaluation of bid shall be done on the basis of "total quoted price for entire scope of service".

14. CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID

14.1 Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

14.2 If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

14.3 The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

14.4 Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on 7 (Seven) days prior to the last date of submission of bids would be considered.

15. RETURNING OF EARNEST MONEY DEPOSIT (EMD) / BID SECURITY.

16.1 The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within 15 (Fifteen) days of opening of the Financial Bids.

16.2 The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within 15 (Fifteen) days after placement of order to L1 bidder.

16.3 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender within 15 (Fifteen) from the date of cancellation.

16.4 In all cases, the Earnest Money Deposit (EMD) will be returned upon receipt of application from the bidders.

16. RIGHT OF ACCEPTANCE:

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

16.2 In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be 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. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

(END OF SECTION-II)

SECTION-III

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.

'Agreement'	The word " Agreement " and " Contract " has been used interchangeably.
"Party" & "Client"	The word "Party" means the Successful Bidder, to whom the work for providing of manpower 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.
"Unskilled Manpower (Casual Labour)"	"Unskilled Manpower" shall mean unskilled labourer employed temporarily on need basis under the contract.
"Services"	"Services" 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.

1.2 CONFIDENTIALITY

- 1.2.1 The Party 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 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 Party will have to deposit Contract Performance Guarantee (CPG) of a sum equivalent to 10% of the accepted contract value in favour of "**WBSLDC Fund**" 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 39 (36+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 renewed accordingly by the Party.

2.2 The 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, a 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 Party, shall be retained until final settlement takes place.

2.3 If the Party is called upon by the Competent Authority of WBSETCL to deposit CPG and the contractor fails to do so 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.

2.4 On due performance and completion of the contract in all respects, the CPG will be returned to the Party without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to WBSETCL, which may have been issued to the Party.

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing 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 Party 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 Party for their concurrence.
- 4.3** The Party 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 WBSETCL, duly printed on the correct denomination/value of stamp paper, duly adjudicated by the Registrar of Stamps where the contract is proposed to be executed
- 4.4** The competent authority of WBSETCL shall sign the contract agreement and return a copy of the same to the Party.

5. OBLIGATION OF WBSETCL

- 5.1** WBSETCL shall comply with and fulfil the recommendations (if any), if deemed necessary by WBSETCL, made in writing by the Party in connection with the performance of the services. WBSETCL shall notify the Party of any dishonest, wrongful or negligent acts or omissions of the Party's employees or in connection with the services as soon as possible after being aware of them.
- 5.2** WBSETCL shall not be under any- obligation for providing employment and /or empanelment to any of the personnel of the Party after the expiry of the contract. WBSETCL does not recognize any employee-employer relationship with any of the workers of the Party.

6. VALIDITY OF CONTRACT

The period of the contract will be for 03 (Two) years from the date of award of the contract. However, the same may be renewed for subsequent 01 (One) year, 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 CPG deposited by the Party and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of WBSETCL.

7. FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

- 7.1** "Force Majeure" shall mean any event beyond the control of WBSETCL or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Agency 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.

7.2 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 Agency shall notify to the other Agency of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure,
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) 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.
- (v) The measures which the affected Agency 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.
- (vi) 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 Party, if:

8.2.1 WBSETCL incurs any damages/losses/charges/expenses or cost due to the party's negligence or un-workmanlike performance of any of the services under the contract

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

8.2.3 In case of breach of any of terms and conditions of the contract by the Party 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.

8.2.4 The Party does not provide Unskilled Manpower satisfactorily as per the requirements of WBSETCL and /or as per the Schedule of Requirements.

8.2.5 In the event, it is found that there is case pending with the police against the Agency (Proprietor/Firm/Partner or the Company).

8.2.6 The Party goes bankrupt and becomes insolvent.

8.3 In the event of any termination of the contract for reasons stated under 8.2 above, the CPG, submitted by the Party, may be invoked or CPG money may be forfeited either partly or wholly.

9. INSOLVENCY

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

9.1 If the Party being an individual or if firm, any partner in the Party'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

- 9.2 If the Party 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.
- 9.3 If the Party 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 repurchase.

10. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

10.1 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.

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

(END OF SECTION-III)

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

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

1. INDEMNIFICATION

The Agency 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 Agency and which are punishable under the provisions of various Central Labour and Employment Acts as amended / enacted from time to time. WBSETCL shall be vested with sole discretion to determine damages / loss suffered on account of the Agency and reserves the right to recover the dues payable from the CPG or pending bills of the Agency. Further, the manpower deployed by the Agency shall not have any right whatsoever in getting employment in WBSETCL.

2. SERVICES TO BE PERFORMED BY THE AGENCY

The Agency shall be providing unskilled manpower in the areas and in the premises occupied by SLDC WBSETCL or any other location as required by The Chief Engineer, SLDC, WBSETCL or an officer acting on his behalf. The details are given in **the Schedule of Work/ Requirements under Section V**

3. ADMINISTRATIVE SET-UP FOR EXECUTION OF THE CONTACT

- 3.1 Liaison Office:** The Agency must have an office at a strategic location headed by a responsible person along with suitable manpower and with facilities of phone, mobile, E-Mail & Fax etc. This office need to address any query and correspondence made to the Agency from WBSETCL regarding execution of the works under the scope of the order. This office need be made operational immediately after placement of the order and will operate during the entire contract period.
- 3.2** The Agency shall furnish to The Chief Engineer, SLDC, WBSETCL the name and telephone/mobile number of one or more representative(s) authorized by him/them to act on his/their behalf in day-to-day working of the contract. It shall be the duty of the representative(s) of the Agency to remain in touch with Chief Engineer, SLDC or his authorized representative to obtain information about the day-to-day requirements.
- 3.3** All communications concerning the various issues pertaining to the contract will be directed at the address of the client. Any oral communications will be considered unofficial and is not binding on WBSETCL. The Agency shall rely only on written instructions issued by The Chief Engineer, SLDC and/or any other officer so authorized and acting on his behalf only.
- 3.4** Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by WBSETCL or the Agency, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.
- 3.5** Notice or any other action to be taken on behalf of WBSETCL may be issued/accepted by The Chief Engineer, SLDC or any other officer so authorized and acting on his behalf.
- 3.6 Controlling Office:** Office of The Chief Engineer, SLDC, Danesh Sk. Lane Howrah-711109
- 3.7 Controlling Officer:** The respective In-charge of the Controlling Office.

3.8 Paying Authority: The AM (F&A)/ DDO of SLDC, WBSETCL.

3.9 Nodal Officer: The In charge of HR&A Deptt. Of the respective Controlling Office or the Officer who is designated as Nodal Officer by WBSETCL.

3.10 Supervising Officer: The ACE-I of SLDC.

4. LIABILITY OF THE AGENCY FOR THE UNSKILLED MANPOWER

4.1 The Agency have to submit a list with Photo of unskilled manpower, deployed at the Units indicating Name, Father's/Husband's Name, Date of Birth, Educational Qualification, Communication and Permanent Address, Qualification(s), Wage particulars including statutory documents such as E.S.I./Mediclaime Policy No., EPF Account No. to the Nodal Officer within one month from the date of receipt of LOA / date of actual engagement whichever is earlier.

4.2 The Agency shall maintain a personal file in respect of all the staff, who are deployed in SLDC control room. The personal file shall invariably consist 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.

4.3 The Agency shall arrange Photo Identity Cards and uniform for them which are essential for entry in the assigned premises for duty. The unskilled manpower must be well dressed.

4.4 The responsibility to comply with the provisions of the various labour laws such as the Minimum Wages Act 1948, the Payment of Wages Act of 1936, the Employees' Compensation Act 1923, the Employees Provident Fund & M.P.Act 1952, the Contract Labour (Regulation and Abolition) Act 1970, the Payment of Bonus Act 1965, the Maternity Benefits Act 1961, the Equal Remuneration Act 1976, the Electricity Act 2003, the Industrial Dispute Act 1947, the Child Labour Prohibition & Regulation Act 1956, the Employees State Insurance Act 1948 or any other Acts, to the extent they are applicable to their establishment/workmen, will be solely that of the Agency.

4.5 Notwithstanding the fact, whether the said legislation/enactments or any statutory modification thereof, are applicable or not to the employees/workers employed, the Agency shall pay the following to them:

a) 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 Agency in execution of the contract, WBSETCL will recover from the Agency the amount of the compensation so paid and without prejudice to the rights of 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 CPG or from any sum due to the Agency by WBSETCL whether under this contract or otherwise.

b) 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 Agency 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 Agency, WBSETCL will recover from the Agency the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of 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 CPG or from any sum due to the Agency by WBSETCL, whether under this agreement or otherwise.

5. SCHEDULE OF PAYMENT TO THE UNSKILLED MANPOWER

The Schedule of Payment to be made by the Agency and benefits to be provided by them to their workers are:

- 5.1 The Agency shall pay to the unskilled manpower engaged by them not less than the minimum wage as notified from time to time by the Labour Department, Government of West Bengal as applicable for the group D employee under the daily rated worker category.
- 5.2 The wages period should not be more than 01 (One) month and the wages must be paid **within 7th day of the end of the said wage period** irrespective of the fact whether the payment of its bill, submitted to WBSETCL, has been released by the latter or not by that date. All payments to the Unskilled Manpower should be made through direct credit to their Bank Accounts (ECS) only and a confirmatory Transaction Slip, reflecting the credits to the accounts of Unskilled Manpower , should be submitted to WBSETCL along with the monthly bill.
- 5.3 The Agency shall be liable for making the contribution, in accordance with the provision of EPF and MP Act, 1952 and the Scheme framed there under in respect of the personnel employed by him. The Agency will have to deposit with the concerned PF authority employer's share of PF @13.16% of the minimum wage (to be borne by WBSETCL) along with the employees' share of contribution of PF @ 12% (deducted from the wages of the Unskilled Manpower .
- 5.4 The Agency shall obtain an independent registration code number under the Employees State insurance Act, 1948. The Agency will be responsible for covering his worker under the said Act and shall pay the ESI contributions of both Employer and Employee and administrative charges at the prescribed rate. The Agency will have to deposit with the concerned ESI authority employer's share of ESI @4.75% of the minimum wage (to be borne by WBSETCL) along with the employees' share of contribution of ESI @ 1.75%, to be deducted from the wages of the Unskilled Manpower . Medical Insurance policy from an Insurance Company approved by the Insurance Regulatory and Development Authority (IRDA) should be purchased in ESI non-implemented areas only at the premium rate equal to the employers' contribution under E.S.I.Act.
- 5.5 The Employees' contribution of EPF and ESI shall be deducted by the Agency from the salary of employees and deposited to the designated authorities.
- 5.6 The Agency will be responsible for payment of bonus to his workers as per relevant Act. They will pay the Bonus on monthly basis @ 8.33% on minimum wages.
- 5.7 The Agency shall allow or cause to be allowed to the Unskilled Manpower , employed by him/them, one day rest in a week
- 5.8 The Agency will be responsible for other fringe benefits/allowance also to his employees which have been stated in the tender documents and which are applicable from time to time and covered under relevant Labour Act, Rules & Regulations.

6. COMPLIANCE OF STATUTORY OBLIGATIONS

- 6.1 The agency shall be the 'Employer' within the meaning of different Acts/Rules governing labour and contract.
- 6.2 The Agency shall abide by and shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their reenactments/ amendments/modifications :

- a) The Payment of Wages Act, 1936
 - b) The Agency will have to acquire/arrange for the required labour license The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - c) The Contract Labour (Regulation & Abolition) Act, 1970
 - d) The Payment of Bonus Act, 1965
 - e) The Employees State Insurance Act, 1948
 - f) The Minimum Wages Act, 1948
 - g) The Employees' Compensation Act, 1923
- 6.3** The agency will have to acquire/arrange for required labour license from the competent authority at its / their own cost & responsibilities and submit the same to the Chief Engineer, SLDC, WBSETCL **within 30 days of receipt of the order** for the contract. WBSETCL will only assist by providing necessary documents & certifications.
- 6.4** The Agency 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. WBSETCL will not bear any interest/penalty, imposed upon the agency for delay or non compliance of statutory liabilities like PF, ESI contributions, etc.
- 6.5** The engagement and employment of Unskilled Manpower and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the Agency and any breach of such laws or regulations shall deemed to be breach of this contract. WBSETCL may ask the Agency to produce documents to verify that these provisions/laws are complied with by the Agency. All wages and allied benefits such as Leave, ESI, PF, Bonus etc, shall be paid by the Agency.
- 6.6** 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 WBSETCL. The Contractor shall maintain necessary records and registers like Muster Roll, Register of Wages, Register of Deductions, Register of Overtime, Register of Fines, Register of Advances, etc giving the relevant particulars as required under various provisions of the statute.
- 6.7** The Agency shall submit periodical returns from time to time as may be specified under various provisions of the statute pertaining to engagement of contract labours, particularly relating to the Contract Labour (R & A) Act, 1970, the EPF and Miscellaneous Provisions Act, 1952, the ESI Act, 1948, the Minimum Wages Act, 1948, etc. and furnish a declaration to this effect along with the bills every month
- 6.8** The agency must note that the deployed personnel shall have no claim against WBSETCL for any injury / loss of employment, etc. and WBSETCL shall not take any responsibility in this regard.
- 6.9** The Agency shall indemnify WBSETCL against any loss in duty due to negligence of the Unskilled Manpower of the firm, If it is proved that damage to equipment or theft is due to negligence of the Unskilled Manpower of the firm, the firm has to bear the actual expenses failing which it shall be recovered from the security deposit.
- 6.10** The Agency 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.

7. LIQUIDATED DAMAGE (LD)

7.1 Uninterrupted faithful discharge of duty shall be treated as the essence of the contract. Liquidity Damages shall be recovered in the following context or on any other grounds/cases/occasions/events/omission/commission as the case may be at the stipulated rates.

- a) **Non-compliance of applicable statutory Provisions:** The Agency will be levied LD in case of non-compliance of provisions of various statutory Acts / Rules/Guidelines governing such contracts and engagement such as the Employees Provident Fund and Miscellaneous Provisions Act 1952, the Employees' State Insurance Act 1948, the Payment of Wages Act 1936, the Minimum Wages Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970 etc at the penal rates stipulated in the respective Acts.
- b) **Supply of requisite Manpower:** The Agency will be levied LD for effective man-hour loss i.e. failure in arranging requisite manpower for requisite period for requisite service. Such LD will be charged at **double the rate of wages** of the applicable category of manpower for the duration of the man hours lost.
- c) **Delay in Payment of wages:** In case of non-payment of wages to the Unskilled Manpower by the Agency within 7th day of wage/salary period, WBSETCL will deduct a penalty @ **0.5% of the unpaid wages for per day of delay**.
- d) **Loss of Materials:** The Agency or his employees, while performing his service 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 Agency shall be responsible for acts of commission, omission and unlawful activities on the part of his staff. In case of any loss that might be caused to WBSETCL due to lapse on the part of the Unskilled Manpower in this connection, WBSETCL shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to WBSETCL.
- e) The amount of LD shall be computed on the basis of the actual loss sustained by WBSETCL or the inconvenience that has been occasioned by the failure of the contractor even though no loss has actually been caused.
- f) **CONFIDENTIALITY:** Any violation of confidentiality of WBSETCL business matters may attract penal actions against the agency as may deem fit and in commensurate with the loss incurred by WBSETCL.

7.2 The Agency shall be solely liable for all payment/dues of the personnel employed and deployed by it. The Agency shall fully indemnify WBSETCL against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in WBSETCL premises/facility.

7.3 **SET OFF:** Any sum of money due to or payable to the Agency, including the CPG (returnable to the Agency) under this contract may be appropriated by WBSETCL and set off against any claim of WBSETCL for the payment of any sum of money arising out of or under any other contract made by the Agency with WBSETCL.

8. RIGHTS OF WBSETCL

8.1 The Chief Engineer SLDC on behalf of WBSETCL in the capacity of the Principal Employer will have every right to ensure that the wages are disbursed to the workmen/employees of the Agency through bank (ECS) or in presence of authorized representative of WBSETCL.

8.2 The Chief Engineer SLDC, on behalf of WBSETCL, shall also have the right to recover/deduct from any money due to the Agency, any sum required or estimated to be required for making good the loss

suffered by a workers by reason of non-fulfilment 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 fulfilment of any obligations on the part of the Agency for strict observance of the statutory provisions of the aforesaid laws

8.3 If the Chief Engineer SLDC, WBSETCL or any authorized person or any officer acting on his behalf demands the removal of any of the Unskilled Manpower, the Agency shall do so forthwith. The decision of such authorized person shall be final & binding on the Agency and WBSETCL shall in no way be liable for any consequences of such removal for which the Agency will be fully responsible.

8.4 The decision of WBSETCL in regard to interpretation of the Terms & Conditions of the order and the Agreement shall be final and binding on the Agency.

9. PAYMENT PROCEDURE

9.1 After selection of the successful bidder, 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 Manpower .

9.2 The Agency shall raise Pre receipted Invoice in triplicate on monthly basis comprising of all the payments made by him/them along with separate indication of Service Charges and submit the bills complete in all respect to the concerned Controlling Officer **by 15th day of every following month.**

9.3 The Agency, while submitting the bills, must enclose authenticated or original copies of the following:

- a) Attendance sheet of the Unskilled Manpower should be enclosed.
 - b) A copy of Electronic Challan cum Return of EPFO as token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number
 - c) Challan towards payment of E.S.I. Contribution to the respective E.S.I. Authority
 - d) Wage Slip indicating Minimum wage, PF deductions, ESI (both employer & employees' contribution), Bonus Component and
- a) Confirmatory Bank Transaction Slip showing the wage credit against each of the Unskilled Manpower Proof of deposit of Goods and Service Tax or any other applicable taxes (as applicable).
 - b) A Declaration of the Contractor certifying that:
 - A. Wages and Bonus as per contract were credited to the bank accounts of Unskilled Manpower on _____.
 - B. ESI Contribution relating to workers amounting to Rs._____ was deposited on _____.
 - C. EPF Contribution relating to workers amounting to Rs._____ was deposited on _____.
 - D. They are complying with all statutory provisions of Contract including the Minimum Wage Act.

9.4 The Nodal Officer after obtaining due confirmation towards satisfactory performance from the In-charge of concerned unit and after verifying the documents related to wages, PF, Bonus & ESI/Medical Insurance including any obligations will certify the Bill and obtain the approval of the Controlling Officer and forward the same to the Paying Officer for release of payment.

- 9.5 WBSETCL shall make all endeavours to make payment of the Bills of the Agency **within 15 days from** the date of the receipt of the clear invoice from the Contractor subject to verification of full payment made to the unskilled Labour, E.P.F., E.S.I., Tax & Cess authorities where applicable in respect of persons engaged. If the bill is complete and in order in all respect, payment would be released in due course.
- 9.6 The Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time, will be reimbursed along with the Monthly Bills.
- 9.7 The Paying Authority, however, reserves the right to call for proof of actual payment of GST to the concerned authorities. Whenever such information is sought for, the Agency shall give a satisfactory reply within seven days. Failure to give satisfactory reply shall result in withholding of future payment of GST to the firm.
- 9.8 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.
- 9.9 All payments shall be made in Indian currency only and will be made RTGS/NEFT only. The agency will have to follow applicable procedure of the Company and bear all transaction cost of the Bank.
- 9.10 There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
- 9.11 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 Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.
- 9.12 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.
- 9.13 During entire contract period, the Contractor shall not wait till the payment of monthly bills from WBSETCL to disburse wages, make remittances of statutory liabilities like EPF, ESI, Goods and Service Tax etc.
- 9.14 The Contractor will provide the required manpower for a shorter period, in case of any exigencies, as per the requirement of WBSETCL.
- 9.15 The Contractor shall also prepare and maintain a register indicating all payments/dues in respect of all the employees.
- 10. PERFORMANCE EVALUATION**
- 10.1 The performance of the Agency will be measured by SLDC on **quarterly** basis in terms of quality of service of the agency and kept in record for future course of action.
- 10.2 The release of Performance Security and renewal of contract will be dependent on certification of satisfactory performance by concerned controlling officers.
- 11. OTHER CONDITIONS OF THE CONTRACT**
- 11.1 Personal security, accommodation, transportation etc. for the deployed manpower shall be the responsibility of the Agency at their own cost and risk. WBSETCL shall have no obligation in this regard in any matter whatsoever.
- 11.2 WBSETCL shall not accept any liability whatever in respect of employment, payment of other benefit to any of the Unskilled Manpower to be engaged by the Agency for duty.

(END OF SECTION-IV)

SECTION-V

SCHEDULE OF WORKS / REQUIREMENTS

WBSETCL intends to deploy 5 (five) nos. of Unskilled Manpower from the prospective contractor on outsource basis for its Office of the Chief Engineer SLDC, WBSETCL.

Although the present manpower requirement is 5 (five) nos., WBSETCL may request the contractor to deploy additional manpower, if required subsequently, at the same rate and terms & conditions of the contract

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 unless otherwise specified in the request letter.

The placement of Unskilled Manpower at concerned place of deployment is purely temporary in nature.

The Party shall not assign, transfer, pledge or sub contract performance of services to a third party.

1. SCOPE OF WORK:

2. To provide the unskilled manpower for performing casual works in the office of CE, SLDC WBSETCL. They are required to perform the jobs of a Peon like:
 1. He should open the windows unless there are instructions to the contrary.
 2. He should dust the office tables, chairs, almirahs, windows, book-shelves, file cabinets and other furniture and put other articles like pin-cushion, pen scissors, eraser, clips, etc. in their proper place;
 3. He should remove all waste papers etc. for disposal as directed by the officer.
 4. He should not leave before the officer has left without prior permission. If he has to go early, he must take prior permission of his officer or of the in charge of the shift to whom he is attached.
 5. He should fill up the water jug/glass for use of the officer or staff, if so required.
 6. He should assist in any office work as may be required of him.
 7. He should have a general idea about the arrangement for receipt of local and outside dak.
 8. He should know the priority involved in the movement of papers marked
'Urgent', 'Immediate' and 'Priority' and act accordingly.
 9. He will bring Tea and other refreshment from the canteen to the officer concerned whenever required.
 10. He will assist in packing parcels closing and stamping of letters whenever necessary and authorized by responsible personnel.
 11. He will expeditiously deliver the outgoing daks to the addresses and bring the incoming daks from other offices.

12. He will attend to the telephone calls when officer is not in his seat.
13. Before leaving office he should switch off all lights, fans and heater, if any, and close the windows.
14. He should know the description of stationery articles and various kinds of form used in the office.
15. He should attend the Officers SLDC and while on tour if required.
16. He should perform Miscellaneous and odd jobs for officers/officials and other works assigned by the Officer.
17. He will announce the arrival of visitors to the officer concern and help them to the officer concerned in an orderly manner.
18. He should operate the Photostat Machine/Fax Machine and make out desired no. of copies, and ensure proper operation of the machines.
19. He should learn and perform the filing of documents.

The job profile of the unskilled Manpower shown above is illustrative and not exhaustive.

MINIMUM ELIGIBILITY:

The deployed Unskilled Manpower should have passed Class-X from a Government recognized School and have the ability to read & write Bengali & elementary English. The Party has to execute an agreement with WBSETCL to provide qualified experienced manpower as per requirement

NATURE AND CONDITIONS OF WORK:

1. The agency and the Unskilled Manpower so engaged shall work under the supervision of the Chief Engineer, WBSETCL and /or any officer authorized by him depending on the place of work.
2. The Unskilled Manpower engagement shall be on No-Work-No-Pay basis and their duty hours will be normally of 8 hours per day. However, in exigencies, the Unskilled Manpower may be required to perform additional work or may have to work on holidays. The start and end time of the duty shall be further flexible at the option of the Chief Engineer, SLDC, WBSETCL or any officer appointed in this regard.
3. The Party 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 Party.
4. The Unskilled Manpower shall be entitled for one weekly off day or as per the office schedule of SLDC. The minimum rates of wages include the wage for weekly off day. Further, unskilled manpower are entitled for wage on 04 (Four) National Holidays, i.e. Republic Day - 26th January, May Day - 1st May, Independence Day - 15th August and Gandhi Jayanti - 2nd October.
5. The agency shall undertake full responsibility for the performance/action of its staff.
6. The Party or his authorized person shall be available at all times. The message sent by phone/e-mail/Fax/special messenger from WBSETCL to the Party shall be acknowledged immediately, on

receipt on the same day. The Party shall strictly observe the instructions issued by WBSETCL from time to time.

7. It is the responsibility of the Party 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 Party and/or his employees.
8. The Party or his employees, while performing his service 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 Party 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 persons, the Party shall be liable to reimburse to WBSETCL for the loss so sustained.
9. WBSETCL will maintain an attendance register in respect of the staff deployed by the Party, 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.
10. The engagement may be round-the-clock. The normal shift timing will be as follows:
'A' shift – 6:00 A.M. to 2:00 P.M.
'B' shift – 2:00 P.M. to 10:00 P.M.
'C' shift – 10:00 P.M. to 6:00 A.M.

However start and end time may vary in emergency situations at the decision of the controlling Officer & shall be adjusted & guided as per prevailing practice and standing statute

(END OF SECTION-V)

**SECTION-VI
TECHNICAL PROPOSAL SUBMISSION FORM
(LETTER OF BID)**

Dated:

To
The Chief Engineer SLDC, WBSETCL
Danesh sk. Lane, Andul Road
Howrah West Bengal,
Pin-711109

Ref: NIT No. **SLDC (HR&A)/TENDER/ 2018-19/01** Date: **05.4.2018**

Dear Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
2. We also accept all the terms and conditions of this bidding document including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
3. If our bid is accepted, we commit to submit a performance security deposit in accordance with the Bidding Documents.
4. We will execute the work in conformity with the terms and conditions stated in the Bidding Documents.
5. 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. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true.
7. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender and action as deemed fit may be taken against us like termination of our contract, forfeiture of all our dues including EMD or CPG, etc.

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)

FORMAT FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL PROPOSAL/BID

A. COMPANY PROFILE:

1.	Name of the Bidder	
	Has your firm changed its name any time? If so, when and the reason thereof?	
2.	Head Office / Registered office	
	Complete Postal Address of the Head Office / Registered office	
3.	Nature of the Firm (Sole Proprietorship / Partnership / LLP / Private Ltd. Co. / Public Ltd Co.).	
	Whether Govt. / Semi Govt. /Private	
4.	Name of the Proprietor(s) / Director(s) / Partner(s)	
5	Complete Postal Address	
	Tel. /Mobile No(s)	
	Fax No(s)	
	E-mail	
6.	Complete Postal Address of the Local Office	
7.	Name & Designation of the Contact Person	
	Tel/Mobile No(s)	
	Fax No(s)	
	E-mail	
8.	Year of commencement of Business in the relevant field	
9.	Regd. No. under Shop &Estt. Act /trade license (If available)	
10.	Permanent Account No (PAN)	
11.	Labour License No & Name of Issuing Authority and Valid upto	
12.	License under the Private Security Agencies (Regulations) Act, 2005 and Valid upto	
13.	EPFC Registration No.	
14.	ESI Registration No.	
15.	Goods and Service Tax Registration No.	

Signature of Bidder

B. LIST OF PREVIOUS / PRESENT CLIENTS (Give the details since 01.04.2013 only)

Name of the Company/ Organization	Address	Nature (Govt. / Non Govt.)	Phone No(s)	Period (From - To)	No. of Persons deployed	Credential Reference (please Index)

C. DETAILS OF ANNUAL TURN OVER OF LAST 5 FINANCIAL YEARS (UPTO 2016-17)

Financial Year	Gross Annual Turnover	Value of non-recurring items	Net Annual Turnover (without non-recurring items)
2013-2014			
2014-2015			
2015-2016			
2016-2017			
2017-2018			

Signature of Bidder

LETTER OF PRICE BID

To

The Chief Engineer SLDC, WBSETCL
Danesh sk. Lane, Andul Road
Howrah West Bengal,
Pin-711109

Dear Sir,

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, submit the Price Bid for selection of contractor/agency for supply of Unskilled Manpower at SLDC of WBSETCL. Our price bid shall be valid for a period of 120 days from the date of opening of the price bid in accordance with the Bid Documents and may be extended, if required, at any time before the expiry of the period.

I / We hereby offer to work at the rates given Sl. No. 1 of the Price Bid which is for items /services mentioned in Section V, which will be firm and shall be binding upon me/us for the entire period of the contract.

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

As required no documents are being enclosed with Price Bid.

Signature of Bidder with Seal
Name

Capacity to sign the Tender-----
Full postal Address-----

**PRICE SCHEDULE
(SUBMITTED THROUGH E-TENDER PORTAL ONLY)**

Name of Firm M/s. _____

Ref: NIT No. SLDC (HR&A)/TENDER/ 2018-19/01 Date: 05.4.2018

Sl. No.	Description of Services	Service Charge i.e. Percentage of the minimum wages payable to the unskilled manpower, which will be at par with the wages for the respective category as notified by the Labour Department, Government of West Bengal from time to time.
1.	Service charges for deployment of unskilled manpower at SLDC WBSETCL	_____ % (Percentage in words) _____
1.1	The rates quoted are EXCLUSIVE of GST or any other tax levied by the Central Govt./State Govt.	

N.B: IN CASE THE BIDDER FURNISHES THE SERVICE CHARGES ANYWHERE IN THE HARD COPY THEN THE BID OF THE BIDDER SHALL SUMMARILY BE REJECTED.

Affidavit regarding eligibility
(To be executed on non-judicial stamp paper)

I am the (title) and the duly authorized representative of(Name of the bidder) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I, solemnly, declare and confirm that neither I nor the above business nor any of its officers, directors, partners nor any of its employees:

- a) am / is / are debarred from participation in any public procurement by any Competent Authority as per law.
- b) am / is / are an insolvent or a bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors.
- c) has / have been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary.
- d) has / have not fulfilled obligation with regard to the payment of taxes, or other payment due in accordance with the laws India.

Further, I declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulation of India.

Verified on thisday of

Of the year That the particulars furnished above are true and

Correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented there from.

.....

(Authorized Representative and Affiant)

(The affidavit may be signed and attested in presence of a Magistrate/Notary)