WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

ENGAGEMENT OF AGENCY FOR PROVIDING 15 NOS. OF UNSKILLED MANPOWER (CASUAL LABOUR) ON JOB CONTRACT BASIS FOR THE CORPORATE OFFICE OF WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED AT KOLKATA

NIT No. GM(HR&A)/TENDER/TPAS/2024/68 Dated:10.06.2024

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WBSETCL

OFFICE OF THE GENERAL MANAGER (HR&A), TP&AS,

WEST BENGAL STATE ELECTRICITY TRANSMISSIONCOMPANY LIMITED

VIDYUT BHAVAN

8TH Floor, 'D'BLOCK

SALT LAKE CITY, KOLKATA - 700 091

Mail Id: csowbsetcl2016@gmail.com

❖ ***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.***

SECTION - I

NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)
Office of the General Manager (HR&A)
CIN: U40101WB2007SGC115474

WORK: ENGAGEMENT OF AGENCY FOR PROVIDING 15 NOS. OF UNSKILLED MANPOWER (CASUAL LABOUR) ON JOB CONTRACT BASIS FOR THE CORPORATE OFFICE OF WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED AT KOLKATA.

NIT No. GM(HR&A)/TENDER/TPAS/2024/68 Dated: 10.06.2024

ABRIDGED NOTICE INVITING e-TENDER

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** through two bid system for engagement of agency for providing **15 Nos.** of Unskilled Manpower (Casual Labour) on job contract basis for the corporate office of West Bengal State Electricity Transmission Company Limited at Kolkata as per the details given in the tender document.

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal https://wbtenders.gov.in downloading the bidding documents from **10.06.2024 (11:00 A.M.).** The bids shall be received up to **01.07.2024 (03.00 P.M.)** and will be opened on **03.07.2024 (3:00 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: U40101WB2007SGC115474
Office of the General Manager (HR &A)
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D",
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091
Mail Id: csowbsetcl2016@gmail.com

DETAILED NOTICE INVITING TENDER

NIT No. GM(HR&A)/TENDER/TPAS/2024/ 68 Dated: 10.06.2024

1.1 West Bengal State Electricity Transmission Company Limited invites e-tender from eligible and qualified bidders for engagement of agency for providing **15 Nos**. of Unskilled Manpower (Casual Labour) on job contract basis for its Corporate Office at Kolkata as per the details given in the tender document.

1.2 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://wbtenders.gov.in** as per the following schedule:

Sl. No.	Events	Date &Time
1	➢ Date of uploading of NIT& other Documents (Publishing Date) ➢ Documents download start date (Online) ➢ Start date for submission of pre-bid queries (if any)	10.06.2024 (11:00 A.M)
2	Closing date for uploading /submission of pre-bid queries (if any)	14.06.2024 (05:30 PM)
3	Pre-bid meeting to be held in the **Conference Room, 9th Floor, B-Block, Vidyut Bhavan**	**18.06.2024 at 11:00 A.M**
4	Bid submission start date (Online)	21.06.2024 from 11:00 A.M
5	➢ Documents download end date ➢ Bid Submission closing (Online)	01.07.2024 up to 03:00 P.M
6	Last Date of submission of original copies for the cost of Bidding Documents, Earnest Money Deposit and confirmatory hard copy of the techno-commercial Bid in sealed envelope. (Offline)	02.07.2024 up to 04:00 P.M
7	Bid opening date for Technical Proposals (Online)	**03.07.2024 (at 03:00 P.M)**
8	Date for opening of Financial Proposal (Online)	To be notified later after the techno-commercial evaluation

1.3 If the submission and opening date of the e-tender happens to be a holiday, the next working day will be the corresponding effective date.

1.4 Bidders are requested to regularly visit e-tendering portal **https://wbtenders.gov.in** the official website of WBSETCL **www.wbsetcl.in** for amendment/ errata/ corrigendum (if any) & other information relating to this tender.

1.5 The Company invites quotation from the eligible and qualified agencies for the entire scope of work on consolidated basis i.e. inclusive of all costs & incidental charges. GST and other taxes may be shown separately.

1.6 The Bid Documents, downloaded from any other source and used for the purpose of e-tender, 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.

1.7 QUALIFYING REQUIREMENT OF THE BIDDERS:

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

1.7.1 Technical Qualification:

2. The Bidder/Bidding Firm shall necessarily be a registered and authorized firm/agency, engaged in supplying manpower and having requisite experience in rendering service in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries. The bidding Firm /Company must have **an established office in Kolkata.** The proof in support of the same shall have to be submitted by the bidder with the bid documents.

3. The Bidder/Bidding Firm must be registered with the Goods and Services Tax (GST), the Employees Provident Fund Organization and the Employees State Insurance Corporation, the proof in support of the same shall be submitted with the bid documents.

4. As on **31.03.2024**, the bidder must have minimum **05 (Five) years of experience** in supply of manpower on job contract basis in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

5. The prospective bidders should have experience of providing not less than of **25 (Twenty Five) numbers of unskilled manpower to its client(s) on each day during the Financial Years 2021-22, 2022-23 and 2023-24** in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

6. The bidder must have executed at least 3(three) orders of similar nature with order value of Rs. 56 Lakh or more per order as on 31.03.2024 in Government Organisations /

Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

(Copy of the Work orders and completion/performance certificates in support of the execution of the assignments and the contact details of the clients are to be furnished).

6.1.1 Financial Qualification:

a) **Financial capacity: Minimum Annual Average Turnover** (excluding non-recurring items) of the participating bidders from similar types of businesses for the best three years out of the last five Financial Years (FY: **2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)** shall not be less than **Rs. Rs. 70,53,804.00 (Rupees Seventy Lakh two Fifty three thousand eight hundred four).** The turnover should be of the bidder and not of the group of companies or consortium/subsidiaries/sister concerns etc. The proofs in support of the same such as certified copies of audited Balance Sheet, Profit & Loss Accounts etc. shall have to be submitted with the bid documents.

b) **Liquid Asset:** The bidder must have Liquid Asset not less than **Rs. 11,75,634.00/-(Rupees Eleven Lakh Seventy five Thousand Six Hundred thirty four)** and / or evidence of access to or availability of credit facilities of equivalent amount. This will be as per the last audited accounts.

c) **Net Worth:** The net worth of the Agency should be positive. The bidder should not have incurred any loss during last three Financial Years up to financial year i.e. **2021-22, 2022-23 and 2023-24**.

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

6.3 Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to complete the scope of work.

6.4 Bids of abnormally low rate not reasonable or incompatible with the actual/prevailing cost of conducting the selection process as may be revealed from the price analysis are likely to be rejected.

6.5 The total Works and Services as per the scope of work will be awarded to a single bidder based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation.

6.6 Bidders are requested to regularly visit e-tendering portal **https://wbtenders.gov.in** or **https://etender.wb.nic.in** or the official website of WBSETCL **www.wbsetcl.in** for amendment/ errata/ corrigendum (if any) & other information relating to this tender.

6.7 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.

(END OF SECTION - I)

SECTION - II
INSTRUCTIONS TO THE BIDDERS

2.1 GENERAL INSTRUCTIONS:

2.1.1 For the Bidding / Tender Document Purposes, West Bengal State Electricity Transmission Company Limited shall be referred to as **'WBSETCL'** and the Bidder/Successful Bidder shall be referred to **'Contractor or Bidder or Agency'** or interchangeably.

2.1.2 The parties to the Bid shall be the Bidder and WBSETCL.

2.1.3 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.

2.1.4 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.

2.1.5 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, are liable to be rejected.

2.1.6 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 General Manager (HR&A), WBSETCL, Corporate HR & A Deptt., 8th 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.

2.1.7 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.

2.1.8 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-raw).

2.2 PRE BID MEETING

2.2.1 Pre-bid queries of the bidders may be uploaded in the stated website or forwarded through e-mail at **csowbsetcl2016@gmail.com** or may be submitted in hard copy format at the Office of the General Manager (HR&A), Corporate HR & A Department, WBSETCL, 8thFloor, D-Block, Vidyut Bhavan, Salt lake, Kolkata-7000091.

2.2.2 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.

2.2.3 Only the queries, raised on or before the specified time frame, will be eligible for discussion during the course of the Pre bid discussion.

2.2.4 Any modification/amendment of the bidding documents shall be made by WBSETCL exclusively through the issue of an amendment.

2.2.5 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.

2.2.6 Any essential requirement not included in the Price Schedules but required for successful operation as per the Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. WBSETCL shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

2.2.7 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after WBSETCL has considered such amendments.

2.2.8 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.

2.3 AMENDMENT OF BIDDING DOCUMENTS

2.3.1 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.

2.3.2 The addendum/amendment will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon the bidders. 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.

2.3.3 In order to afford prospective bidders' reasonable time to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

2.3.4 For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

2.4 BID SECURITY OR EARNEST MONEY DEPOSIT(EMD)

All bids must be supported by **EMD / Bid Security** for an amount of **Rs.94,051/- (Ninety four thousand fifty one)** in the following manner. Submission of Bid Security / EMD should be documented along with the bid. Non submission of the

acceptable bid security or inadequate value of Bid Security shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

EMD is to be submitted as per following guidelines:

A bidder desirous of taking part in a tender invited by Offices of WBSETCL shall login to the e-Procurement portal of Government of West Bengal **https://wbtenders.gov.in** using his login Id and password.

The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

a. Net-banking through Payment Gateway.

b. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG along with requisite testimonials for proportional EMD in the EMD exemption document upload section.

EMD in the form of Bank Guarantee from any scheduled commercial bank favoring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of techno-commercial bid opening date with a further claim period of thirty (30) days. Bids shall be rejected by the WBSETCL; if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified above. For preparation of BG the Bank details of WBSETCL is given below.

NAME OF THE BANK	SBI
ADDRESS OF THE BANK	Industrial Finance Branch Kolkata, 4th & 5th Floor, Jeevan Deep Building,1, Middleton Street, Kolkata, West Bengal-700071
ACCOUNT NO	41456850307
IFS CODE	SBIN0001936

EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

General Instructions for Online Payment:

i. The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

ii. Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite

testimonials for proportional EMD and its proportional amount is to be paid in the form of BG.

iii. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

a. Refund/Settlement of EMD Amount:

i. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

ii. For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.

iii. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

iv. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547326/ 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

NB: It is stated herein that presently, Nodal Bank nominated by the Govt. of West Bengal is ICICI Bank Ltd. in the NIC Portal. However, the Bank may change based upon change of nomination by the Govt. of West Bengal from time to time.

2.4.1 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.

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

2.4.3 No claim shall lie against WBSETCL in respect of erosion in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.

2.4.4 The Earnest Money Deposit may be forfeited:

a.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

b.In case of successful bidder, if the bidder:

c.Fails to sign the contract in accordance with the terms of the tender document;

d.Fails to furnish required CPG in accordance with the terms of tender documents within the time frame specified by WBSETCL or

e.Fails or refuses to honor his quoted prices for the services or part thereof.

f.If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

2.5 PREPARATION OF BIDS

2.5.1 **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.

2.5.2 **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. 2.7.3.

i. Signed copies of the General Conditions of Contract in Section III, Special Conditions of Contract in Section IV and the Scope of Work/ Requirements in Section V as a token of acceptance of the same by the bidder

ii. Earnest Money Deposit.

2.5.3 **Financial Proposal/Price Bid:** Bidder shall prepare the Financial Proposal in the Price Schedule as per Section V provided in the Tender Document and submit through e-Tender portal only in the BOQ**.**

2.6 PERIOD OF VALIDITY OF BIDS

2.6.1 Price Bid shall remain valid for **a period of 120 days from the date of opening of the Price Bid (Financial Bid)**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.

2.6.2 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.

2.7 GUIDELINES FOR SUBMISSION OF THE BIDS:

2.7.1 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. 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.

2.7.2 Bids are to be submitted online to the website stated in Clause No. 2.7.1(i) in two folders - **Technical Proposal** & **Financial Proposal** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed virus scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).

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

To upload the documents **c**lick 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	A self attested copy of (i) TAN (ii) PAN (iii) Certificate of registration of Goods and Services Tax (GST) (iv) A Valid Labour License i.r.o. previous/current engagements. (v) 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 (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 03(Three) Assessment Years.
		P/L and Balance Sheet 2020-21	Profit & Loss and Balance Sheet (with annexure)
		P/L and Balance Sheet 2019-20	Profit & Loss and Balance Sheet (with annexure)
		P/L and Balance Sheet 2018-19	Profit & Loss and Balance Sheet (with annexure)
		P/L and Balance Sheet 2017-18	Profit & Loss and Balance Sheet (with annexure)
		P/L and Balance Sheet 2016-17	Profit & Loss and Balance Sheet (with annexure)
E	**Manpower**	Personnel	List of personnel in Company's Roll along with organization structure.
		Personnel on contract	List of personnel on contract, if any.

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

2.7.4 FINANCIAL PROPOSAL

a. The bidders should download the BOQ from e-Tendering Portal, fill in the blank spaces provided for mentioning the name of bidder and rates and upload the same without modifying any other text or background shown in the BOQ template or replace it with any other copy of same BOQ.xls format.

b. Financial capacity of a bidder will be judged on the basis of information furnished in Section II and Clause 2.7.3 above.

c. The bidder shall submit its **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 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**.

2.7.5 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 "Proof of Submission of EMD (ONLINE/OFFLINE)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as "Cost of Bidding Documents & Bid Security"**.

c. 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 General Manager(HR&A), Corporate HR& A Department, 8th Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091** on or before the date as specified in the NIT above.

d. **Bidders are not required to submit any hard copy of the Price / Financial Bid**.

e. 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.

f. Failure of submission of any of the above mentioned documents (both statutory & non statutory cover) will render the bidder liable to be rejected.

g. While submitting the confirmatory hard copy of the bid, please collect a proof of submission of these documents for future reference.

2.8 DEADLINE FOR SUBMISSION OF BIDS

2.8.1 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).

2.8.2 WBSETCL may, at his 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.

2.8.3 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.

2.8.4 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. Failure to extend the bid validity by such bidder shall entitle WBSETCL to forfeit his bid security.

2.9 BID OPENING

2.9.1 WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel 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.

2.9.2 The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end.

2.9.3 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.

2.9.4 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.

2.9.5 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.

2.9.6 In the case of Single stage two-envelope bids, 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 bid is found responsive in the techno-commercial evaluation.

2.9.7 The list of eligible bidders will be considered and uploaded in the web portals.

2.9.8 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.

2.10 CLARIFICATION ON BIDS

2.10.1 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 **2.10.2.** 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.

2.10.2 Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

2.11 TECHNICAL BID EVALUATION:

2.11.1 WBSETCL shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

2.11.2 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.

2.11.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. 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.

2.11.4 Financial capacity of a bidder will be judged on the basis of information furnished as per **Clause No. 2.7.3 above**.

2.11.5 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.

2.11.6 lf 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.

2.11.7 WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder as per Clause No. 2.7.3 above.

2.12 FINANCIAL BID OPENING PROCEDURE

2.12.1 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.

2.12.2 Absence of bidders or their authorized representatives shall not impair the legality of the bid opening process.

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

2.12.4 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, if any.

2.13 PROCEDURE OF EVALUATION OF BIDS

2.13.1 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 the filled-in proforma.

2.13.2 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.

2.13.3 Wherever mentioned in the NIT, the evaluators 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.

2.13.4 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.

2.13.5 The **L1 bidder** i.r.o this NIT will be considered to such bidder who shall found with lowest quoted rate under Service Charge Category. **In case of tie-rate of Service Charge among the bidder, more experienced Contractor / Service Provider / Bidder**

in similar work shall be considered as L1 bidder. For this WBSETCL may asked to submit required document subsequently. Bidder shall have to the quote service charge at BOQ only. If it is found that bidder submitted BOQ in hard copy or quoted service charge at anywhere in the Tender Document, bid of such bidder will be treated as cancelled.

2.13.6 Decision of the Tender Committee towards selection of L1 bidder will be treated as final.

2.14 CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID

2.14.1 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.

2.14.2 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.

2.14.3 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.

2.14.4 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.

2.15 LETTER OF AWARD

2.15.1 After determining the successful bidder by WBSETCL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by e-mail, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Award' or LoA) shall mention the sum, which WBSETCL will pay to the Contractor in consideration of the execution& completion of the Works by the Contractor as prescribed under the Contract.

2.15.2 WBSETCL shall issue the LOA in duplicate of which the successful bidder(s) will return one copy to WBSETCL duly acknowledged, accepted and signed by the authorized signatory, within **10 (Ten) days of receipt of the same**.

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

2.16 MISREPRESENTATION BY THE BIDDER

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, WBSETCL reserves the right to reject such bid and/or cancel the LoA, if issued.

2.17 CORRUPT OR FRAUDULENT PRACTICES

2.17.1 WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the execution of the Order.

2.17.2 In pursuance of this policy, WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Order.

"Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of WBSETCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSETCL of the benefits of free and open competition.

2.17.3 WBSETCL will reject a bid or cancel the Purchase Order/ LoA if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order/ LoA has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

2.17.4 WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of WBSETCL.

2.18 RIGHT OF ACCEPTANCE:

2.18.1 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.

2.18.2 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.

2.18.3 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. However, 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.

2.19 RETURN OF EARNEST MONEY DEPOSIT (EMD).

2.19.1 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.

2.19.2 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.

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

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

2.19.5 The EMD of successful bidder, who gets the contract, will be refunded / returned after receipt of the Contract Performance Guarantee (CPG).

(END OF SECTION - II)

SECTION - III

GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

3.1.1 General

ln 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.

"A**greement"**	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 (Casual Labour)" s**hall mean unskilled labourer employed temporarily on need basis under the contract.
"Services"	**"Services" s**hall 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.

3.2 CONTRACT PERFORMANCE GUARANTEE (CPG)

3.2.1 The Party will have to furnish a **Bank Guarantee / DD / Banker's Cheque amounting to 10% of the accepted contract value as Contract Performance Guarantee (CPG)** in favour of West Bengal State Electricity Transmission Company Limited within 7 days from the date of receipt of the order. The validity of the bank guarantee, submitted as CPG, should be for a period of **40 (36 + 4) months from the date of commencement 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.

3.2.2 **If the recommended bidder has quoted a rate less than by 20% of the WBSETCL's NIT Cost Estimate for certain items of bill of quantities in the bid, the bidder shall be asked to furnish Additional Performance Security (e.g. Bank Guarantee) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidders expense over and above the normal Contract Performance Guarantee.**

3.2.3 Notwithstanding anything stated at **3.2.1**, WBSETCL reserves the right to ask the agency to extent the validity of the Bank Guarantee for another 120 days due to any unavoidable circumstances.

3.2.4 Failure of the Party to submit CPG as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the WBSETCL may make the award to the next lowest evaluated bidder or call for new bids.

3.2.5 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. The same shall be returned /refunded within 90 (Ninety) days of receipt of application for release of the same.

3.2.6 The **CPG** will be forfeited / invoked / encashed in part or whole 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.

3.2.7 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.

3.3 NOTICE TO PROCEED

After the acceptance of the LoA and securing **CPG** from the Party, WBSETCL shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower in the Department/Unit at the specified locations**.**

3.4 SIGNING OF CONTRACT AGREEMENT

3.4.1 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.

3.4.2 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.

3.4.3 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 amount of stamp paper, duly adjudicated by the Registrar of Stamps where the contract is proposed to be executed.

3.4.4 The competent authority of WBSETCL shall sign the contract agreement and return a copy of the same to the Party**.**

3.5 OBLIGATION OF WBSETCL

3.5.1 WBSETCL shall comply with and fulfill 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.

3.5.2 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.

3.6 VALIDITY OF CONTRACT

The period of the contract will be for **02 (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.

3.7 FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

3.7.1 "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 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.

3.7.2 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 party shall notify to the other party 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 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.

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

3.8 TERMINATION OF CONTRACT

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

3.8.1 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

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

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Party does not provide Unskilled Manpower (Casual Labour) satisfactorily as per the requirements of WBSETCL and /or as per the Schedule of Requirements.

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

(vi) The Party goes bankrupt and becomes insolvent.

3.8.3 In the event of any termination of the contract for reasons stated under 3.8.2 above, the CPG, submitted by the Party, may be invoked or CPG money may be forfeited either partly or wholly.

3.9 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:

(i) 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

(ii) 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.

(iii) 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.

3.10 CONFIDENTIALITY

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.

3.11 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

3.11.1 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.

3.11.2 **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".

4.1 INDEMNIFICATION:

The Party 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 Party 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 Party and reserves the right to recover the dues payable from the CPG or pending bills of the Party.

4.2 SERVICES TO BE PERFORMED BY THE PARTY:

The Party shall render all or any of the services given in Scope of Work/ Requirements under **SECTION - V** 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.

The Party shall be providing Unskilled Manpower (Casual Labour) services in the areas and in the premises occupied by WBSETCL as per the details given in Schedule of Work /requirements, or any other location as required by and to the satisfaction of WBSETCL.

4.3 ADMINISTRATIVE SET-UP FOR EXECUTION OF THE CONTACT :

4.3.1 **Liaison Office:** The Party 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.

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

4.3.3 All communications concerning the various issues pertaining to the contract will be directed on the address of the client. Unauthorized contact with other WBSETCL officials may result in termination of contract. Any oral communications will be considered unofficial and is not binding on WBSETCL. The Party shall rely only on written instructions issued by the General Manager (HR&A) and/or any other officer so authorized and acting on his behalf only.

4.3.4 Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by WBSETCL or the Party, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.

4.3.5 Notice or any other action to be taken on behalf of WBSETCL may be issued/ accepted by the General Manager (HR&A) or any other officer so authorized and acting on his behalf.

4.3.6 **Controlling Office:** Respective administrative office of WBSETCL under whose jurisdiction the concerned Unskilled Manpower (Casual Labour) will be working.

4.3.7 **Controlling Officer:** The In-charge of the Controlling Office.

4.3.8 **Paying Authority:** The Assistant Manager (F&A) / Jr. Executive/Jr. Manager (F&A) / DDO of the respective Office of WBSETCL.

4.3.9 **Nodal Officer:** Sr. Manager / Manager / Assistant Manager (HR&A) or any other Officer, nominated by the General Manager (HR&A) to act as Nodal Officer by WBSETCL.

4.4 CODE OF CONDUCT OF THE UNSKILLED MANPOWER (CASUAL LABOUR):

4.4.1 The Party shall ensure that the persons, deployed as Unskilled Manpower (Casual Labour), are disciplined and of good conduct in the office premises, be best suited for the work. The Party shall strictly ensure that its personnel:

a) always come to office in uniform, which should be clean, and his appearance should be neat and tidy.

b) display identity card while on duty.

c) are punctual and arrive at least 15 minutes before start of their duty time.

d) perform their duties with honesty and sincerity.

e) are alert and vigilant.

f) extend respect to all officers and staff of the office of WBSETCL.

g) do not read newspaper or magazine while on duty.

h) do not use mobile phones other than for official and bare minimum necessities.

i) do not gossip or chit chat while on duty.

j) never sleep while on duty.

k) do not come to work under the influence of liquor/narcotic substances.

l) do not chew gum or tobacco while on duty.

m) do not smoke while on duty.

n) report to the Party and WBSETCL, immediately, if any untoward incident / misconduct or misbehaviour occurs.

o) read and understand their post and site instructions and follow the same.

p) when in doubt, approach concerned person immediately for instructions.

q) do not entertain their personal visitors while on duty.

r) avoid personal work when he is in the office or when sent out on official work.

s) maintain secrecy of information of WBSETCL.

t) do not take part in any staff union and association activities.

u) are polite and respectful toward all officers and staff.

v) are very courteous and helpful toward the visitors to the office.

4.4.2 The deployed Unskilled Manpower (Casual Labour) should be of good health.

4.4.3 The Party will certify that all the personnel deployed bear good moral character and have no criminal record.

4.5 LIABILITY OF THE PARTY FOR THE UNSKILLED MANPOWER (CASUAL LABOUR):

4.5.1 All the Unskilled Manpower (Casual Labour), employed by the Party, shall be engaged by them as their own employees/workmen in all respects implied or expressed. The Party shall issue Appointment Order to each of these employees and a copy of each of such Appointment Letters may be sent to the General Manager (HR&A), WBSETCL.

4.5.2 The Party shall not employ any person below the age of **18 years and above 40 years**. Preference should be given to male Unskilled Employee. The Party 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 Party to observe and/or in the performance of provisions of Employment of Children Act, 1938 or any re-enactment or modification of the same.

4.5.3 The Party shall carry out police verification of all Unskilled Employee 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.

4.5.4 The Contractor shall maintain a personal file in respect of all the staff, who are deployed in WBSETCL's office. 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.

4.5.5 The Party shall arrange Photo Identity Cards and uniform for them which are essential for entry in the assigned premises for duty.

4.5.6 The responsibility to comply with the provisions of the various labour laws of the country 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 or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the Party.

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

a) In every case in which by virtue of the provisions of sub-section (1) of SECTION - I2 of the Employees' Compensation Act, 1923, WBSETCL is obliged to pay compensation to a workman employed by the Party in execution of the contract, WBSETCL will recover from the Party the amount of the compensation so paid and without prejudice to the rights of WBSETCL under sub-section (2) of SECTION - I2 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 Party 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 Party 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 Party, WBSETCL will recover from the Party 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 - II1 and sub-section (2) of SECTION - II0 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 Party by WBSETCL, whether under this agreement or otherwise.

4.6 SCHEDULE OF PAYMENT TO THE UNSKILLED MANPOWER (CASUAL LABOUR):

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

4.6.1 The Party shall pay to the unskilled manpower engaged by them not less than the minimum wages in compliance with the notification of Labour Dept., Govt. of West Bengal, as applicable for the Group 'D' employees under the Daily Rated Workers category.

4.6.2 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 (Casual Labour) should be made through direct credit to their Bank Accounts (ECS) only and a confirmatory Transaction Slip, reflecting the credits to the accounts of the Unskilled Manpower (Casual Labour), should be submitted to WBSETCL along with the monthly bill.

4.6.3 The Party shall be liable for making the contributions 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 Party will have to deposit with the concerned PF authority employer's share of PF @13% 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 (Casual Labour)).

4.6.4 The Party shall obtain an independent registration code number under the Employees State insurance Act, 1948. The Party 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 Party will have to deposit with the concerned ESI authority employer's share of ESI @ 3.25% of the minimum wage (to be borne by WBSETCL) along with the employees' share of contribution of ESI @ 0.75%, to be deducted from the wages of the Unskilled Manpower (Casual Labour). 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.

4.6.5 The Employees' contribution of EPF and ESI shall be deducted by the party from the salary of employees and deposited to the designated authorities.

4.6.6 The Party 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.

4.6.7 The Party shall allow or cause to be allowed to the Unskilled Manpower (Casual Labour), employed by him/them, one day rest in a week.

4.6.8 The Party 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.

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

4.7 COMPLIANCE OF STATUTORY OBLIGATIONS

4.7.1 The Party 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 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

4.7.2 The Party will have to acquire/arrange for the required labour license from the competent authority at its / their own cost & responsibilities and submit the same to the General Manager (HR & A), WBSETCL within 30 days of receipt of the order for the contract. WBSETCL will only assist by providing necessary documents & certifications.

4.7.3 The Party 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 statutory dues/liabilities as may have arisen during the past, or may arise during the course of performance of the contract.

4.7.4 The engagement and employment of Unskilled Manpower (Casual Labour) and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the Party and any breach of such laws or regulations shall deemed to be breach of this contract. WBSETCL may ask the Party to produce documents to verify that these provisions/laws are complied with by the Party. All wages and allied benefits such as Leave, ESI, PF, Bonus etc, shall be paid by the Party.

4.7.5 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.

4.7.6 The Party 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.

4.7.7 The Contractor shall furnish to WBSETCL within tenth day of the close of every month a statement showing the recoveries of contributions in respect of the employees with a certificate that the same have been deposited with ESIC/ EPFO.

4.7.8 The Party 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.

4.8 LIQUIDATED DAMAGE (LD):

4.8.1 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 (Casual Labour) by the Agency within 7th day of wage/salary period, WBSETCL will deduct a penalty **@ 0.5 % per day subject to a maximum of 2.5 % of the Service Charges** of that particular portion of the Bill. WBSETCL, as a Principal Employer, may disburse the wages to the Unskilled Manpower (Casual Labour) subject to recovery from bills and/or from the 'Contract Performance Security' of the Agency together with **a penalty of 5 % on such disbursed amount**. In case such a situation arises for more than twice during the contract period, WBSETCL may take suitable administrative action, which may extend up to termination of the contract or blacklisting of the Agency.

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 equipment 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 and omission 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

(Casual Labour), the same will have to be borne by the Agency and 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) **Non-Supply or Non-use of Uniform and Accessories:** In case of failure on the part of the agency to arrange Photo Identity Cards, uniform and other accessories to the Private Unskilled Manpower (Casual Labour) or if the latter are found not using them, no payment will be made against the performance of duties on those days.

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.

4.8.2 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.

4.8.3 In case of non-compliance/non-performance of the services according the terms of the contract, the controlling office shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

4.8.4 **SET OFF:** Any sum of money due to or payable to the Party, 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 Party with WBSETCL.

4.9 RIGHTS OF WBSETCL:

4.9.1 The General Manager (HR&A) 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 Party through bank (ECS) or in presence of authorized representative of WBSETCL.

4.9.2 The General Manager (HR&A), on behalf of WBSETCL, shall also have the right to recover/deduct from any money due to the Party, 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 Party for strict observance of the statutory provisions of the aforesaid laws.

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

4.10 BILL CLAIM & PAYMENT PROCEDURE:

4.10.1 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 (Casual Labour).

4.10.2 The Party shall raise 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 same to the concerned Controlling Officer by 10th day of every following month. WBSETCL shall make all endeavours 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 agency.

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

A. Attendance sheet of the Casual Labour.

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

E. Confirmatory Bank Transaction Slip showing the wage credit against each of the Casual Labours.

F. Proof of payment of Goods and Service Tax or any other applicable taxes.

G. Declaration of the agency certifying that:

(i) Wages and Bonus of the Casual Labours as per contract were credited to their Aadhar linked bank accounts on _____

(ii) ESI Contribution relating to workers amounting to Rs._____ was deposited on _____

(iii) EPF Contribution relating to workers amounting to Rs._____ was deposited on _____

(iv) All statutory provisions relating to the Contract like the Minimum Wages Act, the Payment of Wages Act, the Employees State Insurance Act, the Employees Provident Fund and Miscellaneous Provisions Act, the Payment of Bonus Act, etc were strictly complied to without default.

(v) All the Casual Labours were issued Wage Slips in the format in line with West Bengal Contract Labour (R&A) Rules, 1972.

(vi) All the Casual Labours are provided with uniform and other accessories and they are using them when on duty.

4.10.4 Payments to the Contractor would be strictly on the basis of certification by the officer, with whom the deployed Unskilled Manpower (Casual Labour) are attached that their services were satisfactory and attendance were as per bill preferred by the contractor.

4.10.5 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.

4.10.6 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.

4.10.7 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 Party, and the amount so deducted shall be deemed to be a payment made to the Party.

4.10.8 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.

4.10.9 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 Payment of wages, E.P.F. contributions, E.S.I. contributions, Taxes & Cess where applicable in respect of persons engaged.

4.10.10 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.

4.10.11 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.

4.11 COMMENCEMENT OF SERVICES

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

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

(END OF SECTION - IV)

SECTION - V

SCOPE OF WORK/ REQUIREMENTS

5.1 SCOPE OF WORKS

5.1.1 WBSETCL intends to deploy **15 (Thirteen) nos. of Unskilled Manpower (Casual Labour)** from the agency on outsource basis for its Corporate Office.

5.1.2 Although the present manpower requirement is 15, WBSETCL may request the agency to deploy additional manpower, if required subsequently, at the same rate and terms & conditions of the contract.

5.1.3 The agency 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.

5.1.4 The placement of Unskilled Manpower (Casual Labour) at any Department / Unit of WBSETCL is purely temporary in nature and transferable at any time.

5.1.5 The agency may be required to provide manpower for a shorter period, in case of any exigencies, as per the requirement of WBSETCL

5.1.6 The agency is not allowed to assign, transfer, pledge or sub contract performance of services to a third party.

5.2 JOB DESCRIPTION

To provide the unskilled manpower for performing casual works in various offices of WBSETCL. They are required to perform the jobs of a Peon like:

5.2.1 He should open the windows unless there are instructions to the contrary.

5.2.2 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;

5.2.3 He should remove all waste papers etc. for disposal as directed by the officer.

5.2.4 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 Superintendent of the Branch to whom he is attached.

5.2.5 He should fill up the water jug/glass for use of the officer or staff, if so required.

5.2.6 He should assist in any office work as may be required of him.

5.2.7 He should have a general idea about the arrangement for receipt of local and outside dak.

5.2.8 He should know the priority involved in the movement of papers marked 'Urgent', 'Immediate' and 'Priority' and act accordingly.

5.2.9 He will bring Tea and other refreshment from the canteen to the officer concerned whenever required.

5.2.10 He will assist in packing parcels closing and stamping of letters whenever necessary and authorized by responsible personnel.

5.2.11 He will expeditiously deliver the outgoing daks to the addresses and bring the incoming daks from other offices.

5.2.12 He will attend to the telephone calls when officer is not in his seat.

5.2.13 Before leaving office, he should switch off all lights, fans and heater, if any, and close the windows.

5.2.14 He should know the description of stationery articles and various kinds of form used in the office.

5.2.15 He should attend the Officers at H.Q.'s and while on tour if required.

5.2.16 He should perform Miscellaneous and odd jobs for officers/officials and other works assigned by the Officer.

5.2.17 He will announce the arrival of visitors to the officer concern and help them to the officer concerned in an orderly manner.

5.2.18 He should operate the Photostat Machine/Fax Machine and make out desired no. of copies, and ensure proper operation of the machines.

5.2.19 He should learn and perform the filing of documents.

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

5.3 MINIMUM ELIGIBILITY

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

5.4 NATURE AND CONDITIONS OF WORK

5.4.1 The agency and the Unskilled Manpower (Casual Labour) so engaged shall work under the supervision of the General Manager (HR&A), WBSETCL and /or any officer authorized by him depending on the place of work.

5.4.2 **Duty Hours:** The Unskilled Manpower (Casual Labour) 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 (Casual Labour) may be required to perform additional work as per requirement and discretion of the Controlling Officer. But such period should not be more than 2 hours in a day and they will be compensated for every completed hour of performing such duties on pro-rata basis.

5.4.3 **Weekly Off Day and Holidays:** The Unskilled Manpower (Casual Labour) shall be entitled for one weekly off day, usually Sunday as per the office schedule of WBSETCL. The minimum rates of wages include the wage for weekly off day. Further, the employees are entitled for wage on **04 (Four) National Holidays, 05 (Five) Festival Holidays & 03(Three) others Holidays**, as mentioned below:

National Holidays	Festival Holidays	Others Holidays
• Republic Day - 26th January, • May Day - 1st May, • Independence Day - 15th August and • Gandhi Jayanti - 2nd October.	• Durga Puja-Nabami or Id-Ud-Joha. • Durga Puja-Vijaya Dasami. • Kali Puja. • Bengali New Year's Day. • Id-ul-Fitre.	• Gurunanak Birth Day • Christmas Day • Brithday of Netaji Subhash Ch Bose

5.4.4 WBSETCL reserves the right to alter the above provisions pertaining to duty hours and weekly off days for the manpower, deployed by the agency.

5.4.5 The agency shall undertake full responsibility for the performance/action of its staff.

5.4.6 The agency shall provide substitute, well in advance, if there is any probability that the manpower appointed is not performing / attending duty due to his/her own personal reasons or on leave. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Party.

5.4.7 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.

5.4.8 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.

5.4.9 The Party or his employees, while performing his service utilizing the goods supplied by WBSETCL, should ensure that the goods, accessories, materials and equipment 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.

5.4.10 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.

(END OF SECTION - V)

PRICE SCHEDULE / PRICE BID
(To be submitted through e-tender portal only)

NIT No. : GM(HR&A)/TENDER/TPAS/2024/68 Dated.10.06.2024
Name of Work : Engagement of agency for providing 15 Nos. of Unskilled Manpower (Casual Labour) on job contract basis for its Corporate Office at Kolkata.

Name of Firm: M/s._____

Sl. No.	**Description of Services**	**Service Charge i.e. Percentage of minimum wages** payable to the Unskilled Manpower (Casual Labour) to be engaged by the bidder, which will be at par with the wages of Group 'D' employees under the Daily Rated Workers category as notified by the Labour Department, Government of West Bengal from time to time.
1.	Service charges for supply of Unskilled Manpower	_____% (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 ELSE IN THE HARD COPY THEN THE BID OF THE BIDDER SHALL SUMMARILY BE REJECTED.

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

(To be printed on Bidder's Letterhead)

Memo: Date :

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

Sub: Submission of Technical Proposal

Ref: NIT No. GM(HR&A)/TENDER/TPAS/2024/ 68 Dated: 10.06.2024 for engagement of agency for providing 15 Nos. of Unskilled Manpower (Casual Labour) on job contract basis for its Corporate Office at Kolkata.

I, the undersigned, the duly authorized representative of …… (Name of the bidder), would like to submit the Technical Proposal against the above referred NIT for selection of agency for providing of Unskilled Manpower on outsourcing basis for Corporate Office of WBSETCL. I, further, state that:

1. We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
2. The Bid Documents have been downloaded from **https://wbtenders.gov.in or http://etender.wb.nic.in** and that no content thereof has been altered / modified. In case of detection of any change in the contents of the Bid Documents at any stage, the bid will be liable to be summarily rejected and the EMD will be forfeited.
3. 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.
4. 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.
5. If our bid is accepted, we commit to submit a Contract Performance Guarantee (CPG) in accordance with the Bidding Documents and shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.
6. We shall bind ourselves to WBSETCL for providing manpower as per tender notice and to provide substitutes in case of absence of persons already deployed.
7. We shall be bound by the communication of acceptance of the offer dispatched within the specified time.

8. We shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.
9. 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.
10. We shall be solely responsible for all the service matters of our employees regarding payment of wages, EPF, ESI (if applicable) and leave etc.
11. We shall be responsible for all statutory liabilities under the Contract Labour (R & A) Act, the Payment of Wage Act, the Minimum Wage Act, the Employees Provident Fund and MP Act, the Employees' State Insurance Act, the Payment of Bonus Act, the Workmen's Compensation Act, etc.
12. We undertake that the decision of Competent Authority of WBSETCL with reference to the Labour Welfare or Labour dispute shall be binding upon us and shall ensure the compliance of such decision in letter & spirit.
13. We shall also ensure the safety of the properties of WBSETCL. In case of damage to any equipment /property due to delinquency/negligence of our employees, the cost of such damages will be borne by our agency. The decision of WBSETCL in this regard shall be final. In case of any lapse on our part or on the part of our staff, WBSETCL authorities may cancel the contract and award the work to another agency and in such a case, the costs difference may be recovered from us and WBSETCL may forfeit the CPG.
14. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender and action as deem fit may be taken against us like termination of our contract, forfeiture of all our dues including EMD or CPG, etc.
15. Our organisation / firm or the Unskilled Manpower to be provided has no business or direct family relationship with any employee of WBSETCL.
16. We offer to execute the work in conformity with the Bidding Documents for providing of Unskilled Manpower on outsourcing basis for Corporate Office.

Yours sincerely,

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

Full Name and Designation

FORMAT FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL PROPOSAL

(To be printed on Bidder's Letterhead)

A. COMPANY PROFILE:

01.	Name of the Bidder	
	Has your firm changed its name any time? If so, when and the reason thereof?	
02.	Complete Postal Address of the Head Office / Registered office	
	Tel. /Mobile No(s)	
	Fax No(s)	
	E-mail	
03.	Nature of the Firm (Sole Proprietorship / Partnership / Private Ltd. Co. / Public Ltd Co.)	
04.	Year of commencement of Business in the relevant field. (Please attach documents in support)	
05.	Complete Postal Address of the Local Office, if any	
06.	Name of the Proprietor(s) / Director(s) / Partner(s)	
07.	In case of Company	
	a) Registration No.	
	b) Registration Date:	
	c) CIN No.	
08.	Tax Deduction and Collection Account Number (TAN)	
09.	Permanent Account No (PAN)	
10.	Goods and Service Tax Registration No.	
11.	EPFC - Registration No.	
12.	ESI Registration No.	
15.	Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.	
14.	Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work?	
15.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work?	

16.	Have you or your constituent partner(s) been debarred / blacklisted for tendering in any organization at any time? If so, give details.	

Authorized Signatory
Full Name and Designation

B. LIST OF PREVIOUS / PRESENT CLIENTS (Give the details since 01.04.2018 only)

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

C. DETAILS OF ANNUAL TURNOVER FROM SIMILAR TYPES OF BUSINESSES OF LAST 3 FINANCIAL YEARS:

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 5 (Five) Financial Years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Sl. No.	Details	2019-20	2020-21	2021-22	2022-23	2023-24
i)	Net Annual Turnover					
ii)	Profit/Loss					
iii)	Cash & Bank Balance including Fixed Deposit as on 31.03.2021					

Authorized Signatory

Full Name and Designation

LETTER OF PRICE BID

(To be printed on Bidder's Letterhead)

Memo: Date :

NIT No.: GM(HR&A)/TENDER/TPAS/2024/68 dated.10.06.2024

Name of Work: Engagement of agency for providing 15 Nos. of Unskilled Manpower (Casual Labour) on job contract basis for its Corporate Office at Kolkata.

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

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 agency for providing of Unskilled Manpower on outsourcing basis for Corporate Office 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 rate(s) quoted in the Price Bid, submitted online in the BOQ, which is for items/services mentioned in SECTION - V of the NIT. The quoted rate(s) 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----------

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 under the title ……., for which I am acting.

I, solemnly, declare and confirm that

A. ours is an Indian Company/ firm registered in India and have been dealing with
……..…….....

B. we have an established office in Kolkata located at .....
.....

C. as on 31.03.2021, we have …… years of experience in supply of manpower on job contract basis in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

D. our firm has experience of providing not less than of 25 (Twenty-Five) numbers of unskilled manpower to its client(s) on each day during the Financial Years 2018-19, 2019-20 and 2020-21 in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

E. we have executed …… Nos. of orders of similar nature with order value of Rs. 82 Lakh or more per order as on 31.03.2021, three of which are as follows:

Sl. No.	Name of the Organization / Client	Order Value	Work / Purchase Order No.	Completion / Performance Certificate No.
1				
2				
3				

F. The bidder must have executed at least 3 in Government Organisations / Undertakings / Public Sector (Central or State) / Corporate Houses / Hospitality industries.

G. our firm has been registered with the Goods and Services Tax (GST), the Employees Provident Fund Organization and the Employees State Insurance Corporation,

H. our net worth is positive and we fulfill the financial qualifying requirements as prescribed in the NIT relating to **Minimum Annual Average Turnover** (excluding non-recurring items) and **Liquid Asset**.

I. the affairs of the business of the firm 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.

J. the information furnished in the '**Format for submission of information for evaluation of Technical Proposal'** and the documents submitted to substantiate the information therein are correct and the onus of any complication arising out of any incorrectness of facts will lie on our firm.

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

1. has / have been blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc and debarred from participating in any public procurement by any Competent Authority as per law.
2. 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.
3. has / have been found guilty of professional misconduct by a recognized tribunal or professional body or investigating authority or any Government authority or judiciary and no investigation is being undertaken against us by the investigating authority at present.
4. has /have never left the work awarded incomplete nor was /were required to suspend the work for a period of more than six months continuously after commencement of the works.
5. has / have been a defaulter fulfilling the obligation with regard to the payment of taxes, or other payment due in accordance with the laws India.
6. has / have never remained a defaulter on account of deposition of EPF and ESI contributions.
7. has / have been a defaulter on account of deposition of EPF and ESI contributions or any other statutory obligations.

I undertake on behalf of the agency that if the contract is awarded to our firm,

A. our firm shall be solely responsible for all the service matters of my/our employees regarding payment of wages, EPF, ESI (if applicable) and leave etc. and understand that I / We am/are bound to disburse the salary of the Unskilled Manpower directly to their bank accounts through ECS.

B. we shall be responsible for all statutory liabilities under the Contract Labour (R & A) Act, the Payment of Wage Act, the Minimum Wage Act, the Employees Provident Fund and MP Act, the Employees' State Insurance Act, the Payment of Bonus Act, the Workmen's Compensation Act, etc.

C. we shall be solely responsible for all the service matters of my/our employees regarding payment of wages, EPF, ESI (if applicable).

D. we shall be responsible for all statutory liabilities under the Contract Labour (R & A) Act, the Payment of Wage Act, the Minimum Wage Act, the Employees Provident Fund and MP Act, the Employees' State Insurance Act, the Payment of Bonus Act, the Workmen's Compensation Act, etc.

I undertake on behalf of the agency that all the information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender / bid and action as deem fit like forfeiture of all our dues including EMD or CPG, criminal proceedings as per law, etc may be taken against us. In case any fraudulent act / incorrectness of facts and/or Certificates is revealed at any point after the work has been allotted to us, the contract may be terminated and action as stated above may be taken against us by WBSETCL.

Verified on this ……day of …… of the year ……. That the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented there from.

……..

(Authorized Representative and Affiant)
(The affidavit should be signed and attested in presence of a Magistrate/Notary)

Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date.....

To
The General Manager (HR&A),
WBSETCL

Dear Sir,
In accordance with Tender Notice No……, M/s……. having its Registered/Head Office at ……..... (here-in-after called the 'Bidder') wish to participate in the said bid for [Name of Contract] ……..

As an irrevocable bank guarantee against Bid Security for an amount of …… (*)…….(words and figures) valid for …..……. days from……..($)……. required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the …… (Name and Address of the Bank) …… having its Head Office at ..... (#)……. Guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Ltd (WBSETCL) an amount of ……(*)……. without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to ……(@)……

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s……. [Bidder's Name]…… on whose behalf this guarantee is being issued.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within ninety (90) days from the above mentioned expiry date of validity or from that of the extended date.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on

this ..... day of ..... 2019 ..... at ..... .

Witness:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Official Address)

Authorized vide
Power of Attorney No:…….
Date……

Note:

(*) The amount shall be specified in Bid Data Sheets

($) This shall be the date of bid opening date for Technical Proposals (as mentioned in Clause No. 1.2 above)

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no. / telephone no. of the contact person.

(@) The bid security shall be valid for a period as specified in Clause 2.4.2.