WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

SELECTION OF PRIVATE SECURITY AGENCIES FOR DEPLOYMENT OF APPROXIMATELY 1348NOS. OF PRIVATE SECURITY GUARDS ON OUTSOURCING BASIS FOR VARIOUS UNITS OF WBSETCL LOCATED ACROSS THE STATE OF WEST BENGAL

NIT No. CORP(HR&A)/TENDER/TPAS/2024/65 Dated:24.01.2024

[OPEN E-TENDER]

Section I –V

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Required Forms

WBSETCL

Office of the General Manager (HR&A),

Training, Planning & Allied Services

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

CIN: U40101WB2007SGC113474

Regd. Office: Vidyut Bhavan (8TH Floor), Block- 'D',

Bidhannagar, Block-DJ, Sector-II, Kolkata: 700 091

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

WESTBENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN:U40101WB2007SGC113474

Office of the General Manager(HR&A)TPAS
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D'
Bidhannagar, Block-DJ, Sector-II: Kolkata:700091

ABRIDGED NOTICE INVITING e-TENDER

FOR SELECTION OF PRIVATE SECURITY AGENCIES FOR DEPLOYMENT OF APPROXIMATELY 1348 NOS. OF PRIVATE SECURITY GUARDS ON OUTSOURCING BASIS FOR VARIOUS UNITS OF WBSETCL

NIT No. CORP(HR&A)/TENDER/TPAS/2024/65 Dated:24.01.2024

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

WBSETCL invites **e-Tender** under two bid system from registered, reputed and financially sound Private Security Agencies having requisite experience in rendering service in Government organizations/ Undertakings / big Public or Private Enterprises, Statutory Body(s) etc. for the deployment of approximately **1348 numbers of Private Security Guards** on outsourcing basis for its units spread across the state of West Bengal as per details given in the tender document. The registered office or one of the branch office of the bidding firm should be **located within Kolkata.**

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (https://wbtenders.gov.in) and downloading the bidding documents from **24.01.2024** at **11:00 A.M.** The bids shall be received up to **08.02.2024 up to 04:00 P.M.** and will be opened on **12.02.2024 at 02:00 P.M.**

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

DETAILED NOTICE INVITING TENDER

NIT No. CORP(HR&A)/TENDER/TPAS/2024/65 Dated:24.01.2024

WBSETCL invites e-tender from eligible and qualified bidders **for selection of Private Security Agencies for deployment of approximately 1348Nos of Private Security Guards on outsourcing basis for various units of WBSETCL located across the state of West Bengal**.

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** or visit website **www.wbsetcl.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)	**24.01.2024 at 11:00A.M**
2	Closing date for uploading /submission of pre-bid queries(if any)	**28.01.2024 up to 11:00A.M**
3	**Pre-bid meeting to be held in the Conference Room, 9thFloor, B-Block, Vidyut Bhavan**	**30.01.2024 at 11:30 A.M**
4	Bid submission start date (Online)	**02.02.2024 at 11:00 A.M**
5	➢ Documents download end date ➢ Bid Submission closing (Online)	**08.02.2024 at 04:00 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)	**09.02.2024 up to 04:00 P.M**
7	Bid opening date for Technical Proposals (Online)	**12.02.2024 at 02:00 P.M**
8	Date for opening of Financial Proposal (Online)	**To be notified later after the techno-commercial evaluation**

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.

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.

(1)QUALIFYING REQUIREMENT OF THE BIDDERS:

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

1.1Technical Qualification:

a) The Bidder/Bidding Firm shall necessarily be a registered, authorized, resourceful, reputed and financially sound firm/agency and must have requisite experience in deploying Private Security Guards of different categories (Unarmed/Armed/Security Supervisors) in Government Organizations / Undertakings / big Public or Private Enterprises, Statutory Body(s), etc for a minimum period of 01 year in a single project at least during the last 05years.

b) The registered office/ one of the branch offices of the bidding Firm should be located within Kolkata. Documentary evidence like Trade license issued by competent authority needs to be submitted.

c) They must have sufficient space in their office for preservation of the personal files and other documents of the Private Security Guards to be deployed under WBSETCL.

d) The Bidder/ Bidding Firm shall necessarily hold a license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007 to execute the job and always maintain their validity during the tenure of contract.

e) The Bidder/Bidding Firm must be registered or possess License under the Labour Laws/Rules, like the Contract Labour (R & A) Act 1970, the Employees Provident Fund Organization, the Employees State Insurance Corporation, etc. The proofs in support of the same shall be submitted with the bid documents.

f) The Bidder/Bidding Firm must be registered with the Goods and Services Tax(GST).

g) **Experience**: The bidder should have minimum 05 (Five) years of experience in similar field. The prospective bidders should have experience of providing at an average of **not less than 200 (Two Hundred) Security Guards / Security Supervisors / Armed Security Guards per month in the Financial Years 2022-23,2021-22 and 2020-21.** The deployment of any other forms of manpower will not be taken into consideration while calculating the eligibility. Only the Work Order(s) and Performance Certificate(s) from the Principal Employer(s), submitted with the bid documents, will be considered for such calculation.

h) The bidder/ Bidding firm have to submit One satisfactory completion certificate from the previous Principal Employers.

i) The firms / agencies, which have been blacklisted on previous occasions by any of the Government Departments/ Institutions /Local Bodies/Municipalities/Public Sector Undertakings, etc. need not participate in the tender.

(1.2) Financial Qualification:

a.Net Worth: Net Worth of the bidder in all cases ie Zone wise should be positive. The bidder should not have incurred any loss during last three Financial Years up to financial year i.e.2022-23, 2021-22 and 2020-21.

b.MAAT: Minimum Annual Average Turnover (excluding non-recurring items) for the participating bidders should not be less than the following as per respective zone for which the party is bidding for the best three years out of the last five Financial Years i.e 2018-19, 2019-20, 2020-21, 2021-2022 and 2022-23. **In case the bidder is bidding for more than one Zone the MAAT will be equivalent to the cumulative of the zones for which party is bidding. The proofs in support of the same shall have to be submitted with the bid documents.**

Zone	Amount of MAAT in Rupees	In words
KOLKATA	**75598546**	**Rupees Seven Crore Fifty Five Lakh Ninety Eight Thousand Five Hundred and Forty Six Only**
CHINSURAH	**71231019**	**Rupees Seven Crore Twelve Lakh Thirty One Thousand and Nineteen Only**
BERHAMPORE	**47425330**	**Rupees Four Crore Seventy Four Lakh Twenty Five Thousand Three Hundred and Thirty Only**
SILIGURI	**49338795**	**Rupees Four Crore Ninety Three Lakh Thirty Eight Thousand Seven Hundred and Ninety Five Only**
MIDNAPORE	**51945317**	**Rupees Five Crore Nineteen Lakh Forty Five Thousand Three Hundred and Seventeen Only**
DURGAPUR	**71947352**	**Rupees Seven Crore Nineteen Lakh Forty Seven Thousand Three Hundred and Fifty Two Only**

c.Liquid Asset(L.A): The bidder must have Liquid Asset not less than the following as per respective zone for which the party is bidding **and/ or evidence of access to or availability of credit facilities of Equivalent amount**. **In case the bidder is bidding for more than one Zone the Liquid Asset will be equivalent to the cumulative of the zones for which party is bidding. This will be as per the last audited accounts.**

Zone	Amount of L.A in Rupees	In words
KOLKATA	**12599758**	**Rupees One Crore Twenty Five Lakh Ninety Nine Thousand Seven Hundred and Fifty Eight Only**

CHINSURAH	**11871836**	**Rupees One Crore Eighteen Lakh Seventy One Thousand Eight Hundred and Thirty Six only**
BERHAMPORE	**7904222**	**Rupees Seventy Nine Lakh Four Thousand Two Hundred and Twenty Two Only**
SILIGURI	**8223133**	**Rupees Eighty Two Lakh Twenty Three Thousand One Hundred and Thirty Three Only**
MIDNAPORE	**8657553**	**Rupees Eighty Six Lakh Fifty Seven Thousand Five Hundred and Fifty Three Only**
DURGAPUR	**11991225**	**Rupees One Crore Nineteen Lakh Ninety One Thousand Two Hundred and Twenty Five Only**

The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.

1.3.COST OF BID DOCUMENT (Tender Fee):

The cost of bid document amounting to **Rs. 5900/- (Rupees Five Thousand Nine Hundred Only)** inclusive of **18% GST** has to be submitted through **Account Payee Demand Draft / Bankers' Cheque drawn in favour of WBSETCL**, **payable at Kolkata** along with the tender documents in a separate envelope.

*The Tender fee will also be accepted through **NEFT mode**, over and above the existing modes such **Banker's Cheque, Demand Draft and Pay Order**.*
*Against Tender Fees, if submitted through NEFT mode, the details of the Transaction containing UTR Number, amount, date of transaction, Beneficiary account holder name & number etc. issued by bank must be submitted along with other original documents as asked for **along with GST Certificate** and also to be uploaded online in respective folder **along with GST Certificate**.*
For **NEFT Transfer** 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

NB: For submission of Tender Fee through either NEFT mode or Banker's Cheque/ Demand Draft/ Pay Order, bidders will have to opt for tender fee Exemption in e-tender portal and upload scanned copy of tender fee along with requisite testimonials. Payment of Tender fee through Online Mode of NIC portal is not applicable.

a.The Tender Fee is non-refundable.

b.If the bid is received without the aforesaid tender fee, it would not be considered and would be rejected summarily. Late receipt of the Tender Fee i.e. submitted after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

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

d.Bids submitted for part of the scope of work will not be considered eligible for evaluation. However, bidder will submit Bid zone wise. Bidder can submit bid for more than one zone.

e.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.

f.Outsourcing / subletting of the whole or any part of the work at any stage of the Contract without permission of WBSETCL authority is strictly prohibited.

g.Bids of abnormally low rate, not reasonable or incompatible with the actual/prevailing rate, as maybe revealed from the price analysis, are likely to be rejected.

h.Before quoting, the bidder, at its own interest, may carry out site visits to know the site conditions and full implications of the assignment. This will also help them in proper assessment of the work. Failure to do so will not absolve the agency of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the bidder and shall be at his own responsibility and risk. However, such visits can be done on production of Authorized Letters from the Tender Inviting Authority

(END OF SECTION I)

SECTION II

INSTRUCTIONS TO THE BIDDERS

GENERAL INSTRUCTIONS:

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

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.

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.

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.

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), TPAS, WBSETCL, Corporate HR & A Department, 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.

7.The tender inviting authority may ask for original documents regarding fulfillment 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.

8.Cost of bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL shall, in no way, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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).

9.PRE-BID MEETING :

Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. The pre-bid queries may be submitted

by uploading to the e-tendering portal **https://wbtenders.gov.in** mailed to **csowbsetcl2016 @gmail.com** or submitted directly at the Corporate HR&A Department of WBSETCL.

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

The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in the schedule.

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.

The purpose of the meeting will be to clarify the exact scope of work and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. WBSETCL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

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

WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.

10.AMENDMENT OF BIDDING DOCUMENTS :

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.

The addendum/ amendment, if any, will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.

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

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

11.EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

The bidder shall furnish Bid Security along with a covering letter for an amount as following as per respective zone for which the party is bidding. **In case the bidder is bidding for more than one Zone or for all Zones the Earnest Money Deposit will be equivalent to the cumulative of the zones for which party is bidding.**

Zone	Amount of EMD in Rupees	In words
KOLKATA	**503990**	**Rupees Five Lakh Three Thousand Nine Hundred and Ninety Only**
CHINSURAH	**474873**	**Rupees Four Lakh Seventy Four Thousand**

		Eight Hundred and Seventy Three Only
BERHAMPORE	**316169**	**Rupees Three Lakh Sixteen Thousand One Hundred and Sixty Nine Only**
SILIGURI	**328925**	**Rupees Three Lakh Twenty Eight Thousand Nine Hundred and Twenty Five Only**
MIDNAPORE	**346302**	**Rupees Three Lakh Forty Six Thousand Three Hundred and Two Only**
DURGAPUR	**479649**	**Rupees Four Lakh Seventy Nine Thousand Six Hundred and Forty Nine Only**

12.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.

13.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.

14.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.

15.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.

16.The Earnest Money Deposit may be forfeited:

(i) If the bidder unilaterally withdraws /modifies part or whole of his/their bid during the period of validity of the bids specified by the bidder in the bid form or

(ii) In case of successful bidder, if the bidder:

a) Fails to sign the contract in accordance with the terms of the tender document;

b) Fails to furnish required CPG in accordance with the terms of tender documents

within the time frame specified by WBSETCL or

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

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

17.PREPARATION OF BIDS :

a.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.

b.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.

iii. Signed copies of the General Conditions of Contract and Special Conditions of Contract in Section III& IV and the Schedule of Work in Section V as a token of acceptance of the same by the bidder

iv. Earnest Money Deposit.

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

19.PERIOD OF VALIDITY OF BIDS :

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.

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.

20.GUIDELINES FOR SUBMISSION OF THE BIDS:

Instructions/Guidelines for electronic submission of the bids are appended below for assisting the agencies to participate in e-Tendering.

a.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 onto or https://wbtenders.gov.in. The agency will have to click on the link for e-Tendering site as given on the web portal.

b.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.

c.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.

Bids are to be submitted online to the website, stated in Clause2.7.1(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).

21.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	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN (iii) A self attested copy of the license under the Private Security Agencies (Regulations) Act, 2005 and Rules thereunder. (iv) A self attested copy of the certificate of registration of Goods and Services Tax(GST) (v) Trade License issued by competent authority for carrying out its business in West Bengal (vi) A self attested copy of the Valid Labour License i.r.o. previous/current engagements. (vi)A self attested copy of the PF and ESI Registration Certificate.
B	**Company Details**	Company Details1	(i) Incorporation Certificate, Memorandum of Association/Articles of Association. (ii) Certificate of Registration
		Company Details2	(i) Attested copy of Registration under Shop & Establishment Act/Trade License (Optional) (ii) The Power of Attorney/ Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	**Credential**	Credential 1	Proof of performing similar nature of work & completion certificate which is applicable for eligibility in this tender (to meet the QR). List of work order/Letters of Award references with execution status of similar purchases/ works in the past (must be indexed properly).
		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	**Financial Info**	Payment Certificate1	Income Tax Returns for last 05(Five) Assessment Years.
		P/L and Balance Sheet 2022-23	Profit & Loss and Balance Sheet (with annexure and 3CD Form in case of tax audit) (all account statement should be verified by firm having valid UDIN)

WBSETCL

22.FINANCIAL PROPOSAL / PRICE BID:

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

b. Financial capacity of a bidder will be judged on the basis of information furnished in

Section. II and Clause2.7.3 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 Monthly Bills.

e. **The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate any where else in the Bid document, shall result in rejection of the bid summarily**.

23.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 fulfillment of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification".**

b.Bidders must submit the "Cost of Bidding document (original) & EMD (original)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **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) TPAS, 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 abovementioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.

g.Please collect a proof of submission of these documents for future reference.

24.DEADLINE FOR SUBMISSION OF BIDS:

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).

WBSETCL may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

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.

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 the Client to forfeit his bid security.

25.BID OPENING :

a.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.

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

c.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.

d.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.

e.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.

f.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.

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

h.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.

26.CLARIFICATION ON BIDS :

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

27.TECHNICAL BID EVALUATION:

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

b.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.

c.A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 25. 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.

d.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.

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

f.WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder if required. Any deviation / discrepancies in the submitted documents /information may disqualify the bidder.

g.Bidder can submit bid for one / more Trans Zones as per their preference. Bids for respective Zones will be evaluated independently.

28.FINANCIAL BID OPENING PROCEDURE:

a.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.

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

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

d.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.

29.PROCEDURE OF EVALUATION OF BIDS :

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

b.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.

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

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

e.The Zone wise final evaluated bid prices of all the qualified bidders shall be compared among themselves to determine the lowest evaluated bid for the respective zone. However, WBSETCL reserves the right not to accept the lowest bidder. The evaluation of bid shall be done on the basis of zone wise total quoted price for entire scope of service of respective zone.

30.CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID :

a.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.

b.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.

c.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, which ever is lower, will be taken.

d.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.

31.SELECTION OF THE SUCCESSFUL BIDDER(S):

*a.The **Zone wise list** of successful bidders prepared after opening of the price bid on the basis of **L1 price** quoted by the bidder / bidders **i.r.o each zone** and will remain valid for the entire period of the contract including the period of extension. L1 bidder will be selected as per lowest service charge offered.*

b.In case the L1 bidder for a particular zone is unable to supply security personnel at its quoted

rate, then the other bidders in decreasing order of their standing (i.e L1, L2 , L3 and so on) in price evaluation will be asked to match the L1 price.

c.The successful and willing bidder next in the queue as per lowest bid price may be offered to execute the work in case:

a) *The lowest bidder of the respective zone (L1) fails to comply to the prerequisite conditions prior to issuance of the initial Work Order or*
b) *The contract with any of these agencies ceases because of any reason whatsoever.*

d.In case no successful bidder is found or the bid(s) of successful bidder(s) is found to be exorbitant and not acceptable to WBSETCL i.r.o a particular zone, the selected bidder with the lowest rate of service charge among all others zones will be offered to execute the work for that particular zone, for which no bidder is found, at the same lowest applicable rate of service charges offered for other zones. In case the above offer is not acceptable to the above stated bidder, the work will be offered to the bidder with next lowest rate amongst other zones and the process will continue till one of the selected bidders accepts the offer. But the rate of service charge for the work for such Zone(s) will be at par with the lowest of the rates of the selected bidders of others zones.

e.The work will be allotted to agency for remaining period of the contract based on priority as per the list and subject to the acceptance of the offer by the latter. In case it is found that L1 service charge of two or more participating bidders is same then the work of the particular zone will be divided amongst those bidders.

f.Decision of the tender committee towards selection of successful bidder and for distribution of work will be final.

32.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, the Client reserves the right to reject such bid and/or cancel the LoA, if issued.

33.FORMATION OF CARTEL & PENAL MEASURES :

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization, etc. as defined in various statutes will automatically disqualify the bidders. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSETCL and penal measures as deemed fit would be imposed on such bidders.

34.RETURNING OF EARNEST MONEY DEPOSIT(EMD)/BIDSECURITY:

a.The Earnest Money Deposit(EMD)of the unsuccessful bidders in the Technical Bid evaluation stage shall be returnedwithin15(Fifteen)days of opening of the Financial Bids.

b.The Earnest Money Deposit(EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returnedwithin15 (Fifteen)days after placement of order to L1 bidder.

c.The Earnest Money Deposit(EMD) of all the bidders shall be returned, in case of cancellation of Tender within15(Fifteen) from the date of cancellation.

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

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

35.RIGHT OF ACCEPTANCE:

a.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 itself to accept the lowest or any specific bids. The decision of the competent authority of WBSETCL in this regard shall be final and binding.

b.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.

c.In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be awarded the contract, the competent authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside agency. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

(END OF SECTION II)

SECTION III

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS

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.

'Agreement'	The word **"Agreement"** and **"Contract"** has been used interchangeably.
'Agency' and 'Client'	The word **"Agency"** 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.
'Private Security Guard'	"**Private Security Guard**" means a person providing private security with or without arms to another person or property or both and includes a supervisor

2.LETTER OF AWARD

a.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 fax, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called **'Letter of Award' or 'LoA'**) shall name 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.

b.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.

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

3.CONTRACT PERFORMANCE GUARANTEE (CPG):

a.The Agency will have to furnish an unconditional and irrevocable **Contract Performance Guarantee (CPG)** of a sum equivalent to **10% of the accepted contract value** in favour of WBSETCL payable at Kolkata in the form of **Demand Draft/Bank Guarantee** within fifteen days of the acceptance of the LoA. The **CPG** shall remain **valid for a period of 15 (12+3) months from the date of commencement of the contract**. In case the contract is further extended beyond the initial period, **the CPG will have to be renewed accordingly by the Agency.**

b.In case of increase in the number of Security personnel deployed by Private Security Agency as per agreed Service Charge in future, the Service provider has to submit additional Contract Performance Guarantee depending on the amount of order.

c.The **Contract Performance Guarantee** will be forfeited by order of the Competent Authority of WBSETCL in the event of any breach or negligence or non-observance of any terms &conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, a portion of the said CPG, as may be considered by WBSETCL sufficient to cover any incorrect or excess payments made on the bills to the Agency, shall be retained until final settlement takes place.

d.If the Agency is called upon by the Competent Authority of WBSETCL to deposit CPG and the former 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 Agency.

e.After due performance and completion of the contract in all respects, the CPG will be returned to the Agency 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 Agency.

4.SIGNING OF CONTRACT AGREEMENT:

a.The Agency will also be required to execute an agreement with the General Manager (HR&A) TPAS,WBSETCL in a non-judicial stamp paper amounting to **Rs.100/- (Rupees One Hundred only)**before execution of the work within the date specified in the Work Order.

b.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 Agency for their concurrence.

c.The Agency shall return the duly concurred copies of the draft Articles of Agreement within 02(Two) 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.

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

5.VALIDITY OF CONTRACT :

The period of the contract will be for **01 (One) 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 Agency and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of WBSETCL.

6.OBLIGATION OF WBSETCL:

a.WBSETCL shall comply with and fulfill the recommendations (if any), if deemed necessary by WBSETCL, made in writing by the Agency in connection with the performance of the services.

b.WBSETCL shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or in connection with the services as soon as possible after being aware of them.

c.The Controlling Officer under the contract will issue the Form V of the CLRA Act and hand it over to the agency whenever require and sought for to enable the latter to apply for the License.

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

7.FORCE MAJEURE-OBLIGATIONS OF THE PARTIES :

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

(i) War, hostilities, invasion, act of foreign enemy and civil war;

(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iii) Strike, sabotage, lockout, epidemics, quarantine and plague, earthquake, fire, flood or cyclone, or other natural disaster.

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

(iv) The date of commencement of the event of Force Majeure,

(v) The nature and extent of the event of Force Majeure;

(vi) The estimated Force Majeure Period,

(vii) 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.

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

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

8.TERMINATION :

This contract may be terminated by either Agency by giving written notice to the other, if the Agency 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 15 (Fifteen) days of receiving notice of such breach**; or

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

a) WBSETCL incurs any damages/losses/charges/expenses or cost due to the Agency's negligence or un-workman like performance of any of the services under the contract.

b) There is recurrence of delay in or non-payment of wages to the Private Security Guards or noncompliance of statutory obligations on the part of the Agency.

c) It is found that the contractor is or has been blacklisted on previous occasions by any of the GovernmentDepartments/institutions/LocalBodies/Municipalities/publicsectorUndertakings etc.

d) The breach of any of the terms and conditions of the contract by the Agency are not rectified within the notice period including the validity of License(s).

e) The Agency does not provide the requisite numbers of Private Security Guards satisfactorily as per the requirements of WBSETCL and/or as per the Schedule of Requirements.

f) It is found that there is a case pending with the police against the Agency (Proprietor/ Firm/Partner or the Company).

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

(i) If the Agency being an individual or if firm, any partner in the Agency's firm, shall at anytime 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 underanyinsolvencynotforthetimebeinginforceorshallmakeanyconveyanceorassignment 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 Agency 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 Agency commits any breach of this contract no therein specifically proved for.

In the event of any termination of the contract for reason(s), stated above, the CPG, submitted by the Agency, may be invoked or CPG money may be forfeited either partly or wholly.

9.CORRUPT OR FRAUDULENT PRACTICES:

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

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

c."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.

d."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.

e.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 Corruptor Fraudulent practices in competing for the Order in question.

f.WBSETCL may declare a firm ineligible for issue of Purchase Order/LoA, either in definitely 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.

10.GOVERNING LAWS AND SETTLEMENT OF DISPUTE :

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 as the 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.

11.JURISDICTION OF COURT:

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

(END OF SECTION-III)

SECTION-IV
SPECIAL CONDITIONS OF CONTRACT

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

1.INDEMNIFICATION:

The Agency is solely liable to fully indemnify and keep WBSETCL indemnified against all losses / penalties /awards / decrees arising out of litigation / claims / application initiated against WBSETCL on account of acts of omission /commission attributable to the Agency and which are punishable under the provisions of various Central Labour and Employment Acts as amended / enacted from time to time. WBSETCL shall be vested with sole discretion to determine damages / loss suffered on account of the Agency and reserves the right to recover the dues payable from the CPG or pending bills of the Agency. Further, the manpower deployed by the Agency shall not have any right whatsoever in getting employment in WBSETCL.

2.SERVICES TO BE PERFORMED BY THE AGENCY:

The Agency shall be providing Private Security Guards in the areas and in the premises occupied by WBSETCL or any other location as required by the General Manager(HR&A) TPAS, WBSETCL or an officer acting on his behalf. The details are given in **the Schedule of Work / Requirements under Section V.**

3.ADMINISTRATIVE SET-UP FOR EXECUTION OF THE CONTRACT:

a.Liaison Office: The Agency must have an Registered/ full fledged branch office in **Kolkata**, headed by a responsible person along with suitable manpower and with facilities of phone, mobile, E-Mail & Fax etc. This office needs 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.

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

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

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

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

f.Controlling Office: Respective administrative office of WBSETCL under whose jurisdiction the concerned Private Security Guards will be working.

g.Controlling Officer: The respective In-charge of the unit shall be the Controlling Office.

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

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

j.Supervising Officer: The In-charge of the respective site of work.

4.LIABILITY OF THE AGENCY FOR THE PRIVATE SECURITY GUARDS ENGAGED BY THEM :

a.All the Private Security Guards, employed by the Agency, shall be engaged by them as their own employees / workmen in all respects implied or expressed. The Agency shall issue Appointment Order to each of these employees.

b.The Agency shall carry out Police Verification of all the Private Security Guards within **30 days of commencement of work** and submit report to the General Manager (HR&A) TPAS, WBSETCL that the Police Verification i.r.o. all the Security Personnel has been preserved at their office and their (of the Security Personnel) character and antecedents are satisfactory and that they have a good police record.

c.The Agency will have to submit a list with Photo of Private Security Guards, deployed at all the units indicating Name, Father's/ Husband's Name, Date of Birth, Educational Qualification, Communication and Permanent Address, Qualification(s), Wage particulars including statutory documents such as E.S.I./Mediclaim Policy No., Employment Card, EPF Account No., to the Nodal Officer within one month from the date of receipt of LOA/date of actual engagement.

d.The Agency shall maintain a personal file in respect of all the Private Security Guards, who are deployed in WBSETCL's offices. 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 Private Security Guards vis-à-vis action taken, etc.

e.The Agency shall arrange Photo Identity Cards and uniform for them which are essential for entry in the assigned premises for duty. The Private Security Guards must be well dressed with complete uniform (Except the uniform prohibited under the Private Security Agencies(Regulation) Act, 2005 and rules framed there under. No payment will be made against the performance of duties without uniform by the Security Personnel. The Supervising Officer will confirm and certify the use of uniform by all the Security Personnel at the concerned site.

f.Shoes, Rain-Coat, Umbrella (as and when required), Torch with cells, Whistles, Lathi, Gun and Cartridge (for Gunmen), etc. to be provided by the Agency to the concerned Private Security Guards. The non-availability of such protective and safety equipment for their use during the duty hours will be viewed very seriously and penalty will be imposed.

g.The agency will have to take appropriate protective measures against the pandemics like COVID19 and supply necessary protective materials like face mask, head cap, sanitizers, etc to the Private Security Guards at their own cost in compliance to various Government guidelines.

h.In the event of any labour problem it shall be the responsibility of the service provider to settle the issue at his own risk & cost. During the period of such problem or any other reasons, if the services are disrupted, the cost incurred by WBSETCL shall be deducted from the Service Provider or his bill.

i.All liabilities arising out of but not limited to accident or death of Security personnel/ employees while on duty shall be borne by Service Provider.

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

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

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

m.In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition)Act1970 and the West Bengal Contract Labour(Regulation and Abolition)Rules, 1972, WBSETCL is liable to pay any amount of wages to a workman employed by the Agency in execution of a contract, or to incur any expenditure in providing Welfare and/or health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Agency, WBSETCL will recover from the Agency the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of WBSETCL under sub-section (4) of Section 21 and sub-section (2)of Section 20 of the Contract Labour (Regulation and Abolition) Act. WBSETCL shall also be at liberty to recover such amount or any part thereof by deducting it from the CPG or from any sum due to the Agency by WBSETCL, whether under this agreement or otherwise.

5.SCHEDULE OF PAYMENT TO THE PRIVATE SECURITY GUARDS:

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

b.The Agency shall pay to the Private Security Guards engaged by the not less than the minimum wage as notified from time to time by the Labour Department, Government of West Bengal in respect of Scheduled Employment. **The Gunmen / Armed Security Guards and the Security Supervisors will be paid 10.13% of the Minimum Wage as Special Allowance.**

c.Where such wages have not been so notified by the appropriate authority, the wages prescribed by the General Manager (HR&A) TPAS, WBSETCL as minimum wage shall be made applicable. In no case, the said wage can be divided into other component(s).

d.The wages period should not be more than 01 (One) month and the wages must be paid **within7th 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 Private Security Guards should be made through direct credit to their Aadhar Linked Bank Account (ECS) only and a confirmatory Transaction Slip, reflecting the credits to the accounts of the Private Security Guards, should be submitted to WBSETCL along with the monthly bill.

e.The Agency shall be liable for making the contribution, in accordance with the provision of EPF and MP Act, 1952 and the Scheme framed there under in respect of the personnel employed by him. The Agency will have to deposit with the concerned PF authority employer's share of PF@13% 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 Private Security Guards).

f.The Agency shall obtain an independent registration code number under the Employees State insurance Act, 1948. The Agency will be responsible for covering his worker under the said Act and shall pay the ESI contributions of both Employer and Employee and administrative charges at the prescribed rate. The Agency will have to deposit with the concerned ESI authority employer's share of ESI @ 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 Private Security Guards. 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 the Employees State Insurance Act.

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

h.The Agency will be responsible for payment of bonus to his workers as per relevant Act. They will pay the Bonus on monthly basis @8.33% on minimum wages.

i.The Agency shall allow or cause to be allowed to the Private Security Guards, employed by him/them, one day rest in a week

j.The Agency will be responsible for other fringe benefits/allowance also to his employees which have been stated in the tender documents and which are applicable from time to time and covered under relevant Labour Act, Rules &Regulations.

6.COMPLIANCE OF STATUTORY OBLIGATIONS :

a.The agency shall be the 'Employer' within the meaning of different Acts / Rules governing labour and contract.

The Agency shall abide by and shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their reenactments / amendments / modifications:

(i) The Payment of Wages Act,1936

(ii) The Employees Provident Fund and Miscellaneous Provisions Act,1952

(iii) The Contract Labour (Regulation & Abolition) Act, 1970

(iv) The Payment of BonusAct,1965

(v) The EmployeesStateInsuranceAct,1948

(vi) The Minimum WagesAct,1948

(vii) TheEmployees'CompensationAct,1923

(viii) The Private Security Agencies (Regulation)Act, 2005

b.During the entire tenure of the contract, the Agency shall possess a valid license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies(Regulation) Rules, 2007. The agency will be duty bound to get the License renewed following the schedules as per the said Act. Non-submission of valid/renewed License within the specified timeframe may lead to termination of the Contract.

c.The Agency will have to acquire / arrange for the required labour license from the appropriate authorities 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.

d.The Agency shall be responsible for compliance of all the laws / rules / regulations and Govt. instructions that are/ will be applicable to and aimed to protect the interest of the employees / workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past, or may arise during the course of performance of the contract. WBSETCL will not bear any interest /penalty, imposed upon the agency for delay or non-compliance of statutory liabilities like PF, ESI contributions, etc.

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

f.The Agency 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 Agency 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.

g.The Agency shall submit periodical returns from time to time as may be specified under various provisions of the statute pertaining to engagement of contract labours, particularly relating to the Contract Labour (R & A) Act, 1970, the EPF and Miscellaneous Provisions Act, 1952, the ESI Act, 1948, the Minimum Wages Act, 1948, etc. and furnish a declaration to this effect along with the bills every month

h.The agency must note that the deployed personnel shall have no claim against WBSETCL for any injury / loss of employment, etc. and WBSETCL shall not take any responsibility in this regard.

i.The Agency shall indemnify WBSETCL against any loss due to theft/pilferage caused due to negligence of the Private Security Guards of the firm. If it is proved that damage to equipment or theft is due to negligence of the Private Security Guard of the firm, the firm has to bear the actual expenses failing which it shall be recovered from the security deposit.

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

7.LIQUIDATED DAMAGE(LD)

a.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.

(i) **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 Act1936, 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.

(ii) **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 manhours lost.

(iii) **Delay in Payment of wages:** In case of non-payment of wages to the Private Security Guards by the Agency within 7th day of wage/salary period, WBSETCL will deduct a penalty **@0.5%of the unpaid wages for per day of delay**.

(iv) The agency must ensure that no deductions, other than those permissible by law, are made from the wages of the Security Personnel and appropriate amounts of ESI and PF contributions are paid to the concerned authorities. In case of non adherence to this provision, the Service Charges i.r.o. the concerned Private Security Guard(s) for that/those month(s) will not be paid to the agency. Repetition of such acts for three occasions may lead to termination of contract for default for that particular unit or all the units under the concerned Controlling Office or the contract as a whole.

(v) 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's etc. are not damaged in the process of carrying out the services undertaken by them and the Agency shall be responsible for acts of commission, omission and unlawful activities on the part of his staff. **In case of any loss that might be caused to WBSETCL due to lapse on the part of the Private Security Guards discharging security responsibilities will 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.**

(vi) **Theft/Pilferage:** In case of any theft or pilferages, loss or other offences, following procedure may

be adopted:

a) The concerned Supervising Officer will lodge an FIR after prima facie investigation.

b) A Special Fact Finding Committee, headed by a Senior Officer of WBSETCL, will be constituted by the General Manager (HR & A) TPAS to conduct a **Joint Enquiry** in presence of the representatives of the agency and concerned officials of WBSETCL.

c) After receiving the Joint Enquiry Report and upon perusal of the evidences and documents, the General Manager (HR &A), TPAS or any other officer as delegated will fix up the responsibility, if any and award the punishment, which shall be binding on the agency.

d) WBSETCL shall have the right to deduct appropriate amount from the bills / CPG of the agency to make good the loss to WBSETCL and / or impose suitable penalty, as deem fit

(vii) **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 Security Guards or if the latter are found not using them, no payment will be made against the performance of duties on those days by those Guards.

(viii) 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.

(ix) **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.

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

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

9. RIGHTS OF WBSETCL :

a.The General Manager (HR&A) TPAS on behalf of WBSETCL in the capacity of the Principal Employer will have every right to ensure that the wages are disbursed to the workmen/employees of the Agency through Aadhar Linked Bank Account (ECS) or in presence of authorized representative of WBSETCL.

b.The General Manager (HR&A) TPAS, on behalf of WBSETCL ,shall also have the right to recover/deduct from any money due to the Agency ,any sum required or estimated to be required for making good the loss suffered by a workers by reason of non-fulfilment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and/or by way of fulfilment of any

obligations on the part of the Agency for strict observance of the statutory provisions of the aforesaid laws.

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

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

10. BILL CLAIM AND PAYMENT PROCEDURE :

a.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 deploying Private Security Guards.

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

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

1. Attendance sheet of the Private Security Guards.
2. 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
3. Challan towards payment of E.S.I. Contribution to the respective E.S.I. Authority
4. Wage Slip indicating Minimum wage, PF deductions, ESI(both employer & employees' contribution),Bonus Component and
5. Confirmatory Bank Transaction Slip showing the wage credit against each of the Private Security Guards.
6. Proof of payment of Goods and Service Tax or any other applicable taxes.
7. A Declaration of the Contractor certifying that:
    A. Wages and Bonus as per contract were credited to the bank accounts of Private Security Guards on_.
    B. ESI Contribution relating to workers amounting to Rs._____Was deposited on_____.
    C. EPF Contribution relating to workers amounting to Rs._____Was deposited on_____.
    D. 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.

E. All the Private Security Guards were issued Wage Slips in the format in line with West Bengal Contract Labour(R&A)Rules,1972.

F. All the Private Security Guards are provided with uniform and other accessories and they are using them when on duty.

G. The Duty Roster of the month along with proper indication of the name of the regular guards and reliever(s) was submitted to the respective Supervising Officer **5(Five) days prior to the start of the month**

d. The Nodal Officer after obtaining due confirmation towards i)satisfactory performance of the security personnel, (ii) Whether any incident of theft/dacoity/untoward incident during the month of deployment, (iii) The accommodation availed by them or not, (iv) The security personnel performed duty in full uniform, (v) Miscellaneous information connected to above issue from the In-charge of concerned unit and after verifying the documents related to wages, PF, Bonus &ESI/Medical Insurance including any obligations will certify the Bill and obtain the approval of the Controlling Officer and forward the same to the Paying Officer for release of payment.

e. WBSETCL shall make all endeavors to make payment of the Bills of the Agency **within 15days from** the date of the receipt of the clear invoice from the Contractor subject to verification of full payment made to the Private Security Guards, E.P.F., E.S.I., Tax & Cess authorities where applicable in respect of persons engaged. If the bill is complete and in order in all respect, payment would be released in due course.

f. 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.

g. 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.

h. Cost of fired cartridges would be reimbursed on production of copy of FIR and blank cartridges.

i. 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.

j. All payments shall be made in Indian currency only and will be made RTGS/NEFT only. The agency will have to follow applicable procedure of the Company and bear all transaction of the Bank.

k. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

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

m. 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.

n. 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.

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

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

11.PERFORMANCE EVALUATION:

a.The performance of the Agency will be measured by the respective controlling office on **quarterly** basis in terms of quality of service of the agency and shall be reported to Corporate Office for future course of action.

b.The release of Performance Security and renewal of contract will be dependent on certification of satisfactory performance by concerned controlling officers.

12.OTHER CONDITIONS OF THE CONTRACT:

a.Personal security, accommodation, transportation etc. for the deployed manpower shall be the responsibility of the Agency at their own cost and risk. WBSETCL shall have no obligation in this regard in any matter whatsoever. However the controlling office may provide accommodation and drinking water only to the Private Security Guards, if available and extendable within the place of work at a marginal token charge of **Rs. 5/- (Rupees Five) per day per head** to be recovered from the monthly bill of the Agency. Where such accommodation is provided, a formal allotment order with required terms & conditions will be issued i.r.o. the agency concerned. Under no circumstances, WBSETCL will be liable to bear the cost of electricity, etc. **Consumption of electricity via any unauthorised manner will be treated as a breach of contract and may lead to termination of contract.**

b. WBSETCL shall not accept any liability whatever in respect of employment, payment of other benefit to any of the Private Security Guards to be engaged by the Agency for duty.

(END OF SECTION IV)

SECTION -V

SCHEDULE OF WORKS / REQUIREMENTS

WBSETCL intends to deploy **approximately 1348 nos. of Private Security Guards** (Unarmed Security Guards / Security Supervisors / Armed Security Guards) from the prospective Private Security Agencies on outsource basis for its various units (Designated Offices, Sub-stations, Stores, Yards, Guest Houses/ Inspection Bungalows, Quarter complexes, etc.) spread across the state of West Bengal.

SCOPE OFWORK:

1. The Agency shall provide Security service by deploying adequately trained and well-disciplined Private Security Guards to safeguard the designated Offices, Sub-stations, Stores, Yards, Guest Houses/ Inspection Bungalows, Quarter complexes or any other premises or installations of WBSETCL and other items at the designated place from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guest or any other person working in its units.
2. The engagement may be round-the-clock or in one /two shifts depending upon the importance of the installations and as per actual requirement. The shift timing will be as follows:

'A' shift–6:00A.M.to 2:00P.M.

'B' shift– 2:00P.M.to 10:00P.M.

'C' shift–10:00 P.M.to6:00A.M.

3. The Private Security Guards shall ensure safety of life and property of WBSETCL.
4. The Private Security Guards shall be responsible for opening / closing of the building and rooms as necessitated/directed by WBSETCL on working and closed days.
5. The Private Security Guards shall ensure that water taps/ lights / ACs are not left open /on after close of working hours on normal days as well as on off days, as the case may be.
6. The Private Security Guards shall maintain records/register of inward and outward movement of men (WBSETCL Employees and also regulation of guest and visitors), materials, vehicles, etc. with proper check on the same as per instruction given from time to time by WBSETCL.
7. The Private Security Guards, deployed at the Sub Stations, shall carry out regular patrolling throughout the premises at least thrice in each shift or as specified by authorities under the contract. The completion of the patrolling shall have to be docketed in a specific register maintained at the Control Room.
8. The Private Security Guards must control smoking, consumption of alcohol and drugs or any unlawful/indecent activities inside the premises.
9. The Private Security Guards shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at WBSETCL. A mock fire drill maybe organized every Quarter by the Agency with a report to Corporate HR&A Department, WBSETCL.
10. The Private Security Guards must immediately report to the Agency and WBSETCL if any untoward incident / misconduct or misbehavior occurs. FIR will be lodged by WBSETCL, wherever necessary.

11. The Private Security Guards must have working knowledge of modern day electronic devices like CCTV, Burglar Alarm system, Fire/Smoke detectors System, etc.
12. The agency shall undertake full responsibility for the performance/action of its staff.
13. The Agency shall keep WBSETCL informed of all the matters of security and co-operate in the investigation of any incident relating to security aspects.
14. The Agency shall arrange to maintain at the security desk/booth/office of the unit in-charge, the daily shift-wise attendance record of the Private Security Guards deployed by it showing their arrival and departure time.
15. The authorized person of the Agency shall meet the Controlling Officer for discussing various aspects of security and such meetings must be at a frequency not less than once in a quarter with a feedback report to the Corporate HR&A Department.
16. The instructions / messages sent by phone/e-mail/Fax/special messenger from WBSETCL to the Agency shall be acknowledged and acted upon at the earliest or specified time period.
17. In case of firing, the concerned on-duty Gunman will immediately report to the local Police Station and the Controlling Officer. Reporting of cartridge usage to the local police station should be made regularly.
18. The Agency shall formulate and submit a security plan for the designated places on the basis of the work intended under this contract as and when sought by WBSETCL.
19. It is the responsibility of the Agency 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 Agency and/or his employees.
20. The Agency shall not engage any sub-vendor for execution of the contract or sublet, transfer or assign the contract or any part thereof. In the event of the Agency contravening this condition the WBSETCL is entitled to terminate the contract at the risk & cost of the Agency and the Agency shall be liable for any loss or damage which the Company may sustain inconsequence or arising out of such replacing of the contract.

CATEGORY OF REQUIRED MANPOWER & DUTY HOURS:

1. Engagement of Private Security Guards shall be in the categories of " **Unarmed Security Guards**", "**Armed Security Guards**" (or **Gunmen**) and "**Security Supervisors**". These will be under the supervisory control of the unit-in-charges (supervising officers) of WBSETCL.
2. The Security Supervisor, wherever required and deployed, will supervise the performance of the on-duty Unarmed Security Guards/Gunmen and entire security network, as would be assigned by the Competent Authority or Authorized Controlling Officer from time to time. The Security supervisor in addition to his assigned Administrative/Supervising Job will perform sincerely the liaison activities between the agency and local authority, on daily basis as and when required with adequate care. The Security Supervisor shall have full command over the entire contingent with respect of discipline and turn-out. He will exercise administrative control over the entire team of the Security Guards posted at the establishment/installation of the Company under direction of the Controlling Officer or his authorized representative.
3. The Security Supervisor of the Private Security Agency, if deployed, shall report to the Site Officer or his authorized representative daily and brief him about the entire guarding arrangement.

4. The Agency shall ensure statutory working hours and in no case should employ the Private Security Guards for more than 8Hours in a day at a stretch.
5. In case of absence of reliever in any shift (in exceptional cases only), the security guard(s) on duty has/have to continue the next shift. However, no Private Security Guard can be engaged for more than two shifts at a stretch.
6. All deployed personnel would be eligible for one weekly off day and four annual holidays i.e. **26th January, 1st May, 15th August & 2nd October**. The minimum rates of wages include the wage for weekly off day. However, employees are entitled for wage for four annual holidays only. The agency will have to deploy additional Private Security Guards (as Relievers) to accommodate the off days and absence of regular personnel.
7. The agency will have to submit the Duty Roster of a month along with proper indication of the name of the regular guards and reliever(s) to the respective Supervising Officer at least **5(Five)days prior to the start of the month** for smooth operation of security with copy endorsed to the Controlling Office and Corporate Office.

VOLUME OF WORK :

1. Subject to as herein after mentioned the company do not guarantee any definite volume of work or and particular pattern of service at any time or throughout the period of contract. The mere mention of any item of work in this contract is not by itself confirm any right on the Agency to demand that the work relating to all or any item thereof should necessarily or exclusively been trusted to them.
2. The Company also reserves the right to deploy its Private Security Guards in the same units and installations who will be entrusted with nature of duties distinct from the Private Security Guards engaged by the agency, which will not in any manner absolve the duties and responsibilities of the security agency under this contract.
3. The total number of Private Security Guards to be deployed as stated above is only indicative. The same may increase or decrease with the creation /abolition of units of WBSETCL or as a result of augmentation/reduction of their strength as per requirement. The agency should be in a position to place their personnel for duty within 24 hours of receipt of any requisition for the deployment of additional Private Security Guards.
4. WBSETCL shall have the right to ask for replacement of any Private Security Guard if he is found unsuitable or violates general code of conduct at any stage of deployment. Any such, replacement must be made within 24 hours of receipt of formal intimation from the authorized officer of WBSETCL. The formal intimation includes intimation via mail from the authorized officers of WBSETCL.
5. In the event of any Private Security Guards being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
6. Similarly, if the Private Security Guards deployed by the agency, at any time are found absent from duty or sleeping or found engaged in irregular activities or leaves the job or WBSETCL wants the agency to replace any person because of unsatisfactory performance, the agency will have to arrange un-interrupted service by deployment of manpower of equivalent credential and in case of failure to do so, WBSETCL shall deduct the requisite amount (as per actual) from the bill of the

agency besides imposition of penalty for non-observance of the terms of contract.

7. In case of deployment of any new Private Security Guards for any of the reasons stated above, physical verification of the security personnel, the Gun License of the Gunman and details of the Cartridges will be verified by the Competent Authorities of WBSETCL prior to actual placement.
8. For security reasons, the Private Security Guards on duty at a particular site **should be rotated at six months interval** without hampering guarding process and with due intimation to the site officers and the General Manager(HR&A) TPAS in advance.
9. In case of any replacement/transfer/addition of Private Security Guards, the same should be brought to the notice of the Site-in-Charge and the General Manager (HR & A), TPAS in writing notifying the names of changed and new personnel in prescribed format.
10. No Private Security Guard can be deployed in case of separation of existing Private Security Guards due to retirement, resignation, death or total disablement unless a prior approval is obtained from the General Manager(HR &A),TPAS.

STANDARD OF PHYSICAL FITNESS FOR THE PRIVATE SECURITY GUARDS :

1. All the Private Security Guards likely to be engaged by the concerned Agency must possess prescribed standard of physical fitness along with adequate training as prescribed under Private Security Agencies (Regulation) Act, 2005 and Rules framed there under with other requisites. While employing Private Security Guards, preference should be given to people, who have served the Army, Navy, Air Force, any other armed forces of the Union, Police including armed constabularies of the state and Home Guards.
2. A candidate shall be free from contagious or infectious disease. He shall not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
3. The Agency shall employ Private Security Guards preferably in the following age groups:

    a) **Unarmed Security Guards:** between 25years and 40years.

    b) **Armed Security Guards :** between 35years and 50 years.

    c) **Security Supervisors :** between 35years and 55years.

    Under no circumstances the Security Guards / Unarmed Security Guards/ Security Supervisors will be engaged after attaining 60 years of age subject to satisfactory physical and mental condition.

4. Only adult male guards with prescribed standard of physical fitness and requisite training will have to be deployed. The Agency shall indemnify WBSETCL from and against all claims and penalties which maybe suffered by WBSETCL or any person employed by him by reason of any default on the part of Agency to observe and/ or in the performance of provisions of the Employment of Children Act,1938 or any re-enactment or modification of the same.
5. The deployed Private Security Guards should have passed Class-X from a Government recognized School and have the ability to read & write Bengali/Nepali & elementary English.
6. The Gunmen, to be deployed by the agency, must have valid Arms License to carry arms and performing duty with arms and ammunition. The Gun License should be renewed as and when

required and the responsibility for obtaining / renewal of these licenses for guns will be that of the Agency. Non renewal of the Gun License in due time will lead to auto disengagement of the concerned Gunman on the date of expiry of the License.

SECURITY TRAINING :

1.The Agencies must ensure training of the Security Personnel as per the syllabus as fixed by the Controlling Authority under the Private Security (Regulation) Act. This training shall be for a minimum period of hundred hours of classroom instruction and sixty hours of field training, spread over at least twenty working days. The ex-servicemen and former police personnel shall be required to attend a condensed course only, of minimum forty hours of classroom instructions and sixteen hours of field training spread over at least seven working days.

2.The Private Security Guards will have to undertake refresher course training for fifty hours biennially.

CODE OF CONDUCT & DISCIPLINE OF THE PRIVATE SECURITY GUARDS :

1.The Agency shall ensure that the persons, deployed as Private Security Guards, are disciplined and of good conduct in the office premises, be best suited for the work.

2.The deployed Private Security Guards should be of good health and bear good moral character. The Agency will have to certify that all the personnel deployed bear good moral character and have no criminal record.

3.The Agency 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) Perform their duties with honesty and sincerity.

d) Are alert and vigilant.

e) Observe rules or procedures in all matters and also abide by the rules, regulations, orders and circulars issued from time to time by the Company's appropriate authority.

f) When in doubt, approach concerned person immediately for instructions.

g) Are polite and respectful toward all officers and staff of WBSETCL.

h) Behave well with the members of the public and also his superior, colleagues and subordinates.

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

j) maintain secrecy of information of WBSETCL.

k) Avoid personal work when he is in the office or when sent out on official work.

l) Do not read newspaper or magazine while on duty.

m) Do not use mobile phones other than for official and bare minimum necessities.

n) Do not gossip or chitchat while on duty.

o) Never sleep while on duty.

p) Do not come to work under the influence of liquor/narcotic substances.

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

r) Do not smoke while on duty.

s) Do not entertain their personal visitors while on duty.

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

4.In case of negligence, dereliction of duty, disorderly behavior, other misconduct etc. by Private Security Guards of the agency, the agency will take proper disciplinary action against such personnel and such personnel be removed from the premises of WBSETCL forthwith without any cost.

5.The Agency shall ensure that security staff appointed by them is fully loyal-to and assist WBSETCL during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of WBSETCL.

6.The Agency shall have a mechanism for surprise checking of at any time in the night and during holidays to ensure the alertness of the Private Security Guards. WBSETCL officials will also make surprise checks at any time.

7.Late or irregular attendance including early departure constitute a breach of discipline which is punishable being act of misconduct.

8.All other acts which are commonly and generally known or understood to be against the cannon of the good behavior and discipline will also be treated as misconduct, punishable under the Rules.

CONFIDENTIALITY

The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third Agency 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.

(END OF SECTION – V)

SUMMARY SHEET

BREAK-UP OF ZONE WISE REQUIRED SECURITY PERSONNEL UNDER WBSETCL

Sl No.	Zone Wise	Supervisor	Gunman	Unarmed Security Guard	Total
1	Kolkata	2	16	260	278
2	Chinsurah	1	14	247	262
3	Durgapur	2	32	221	255
4	Midnapore	1	4	183	188
5	Berhampore	1	20	157	178
6	Siliguri	0	3	184	187
Total		7	89	1252	1348

N.B: Above numbers are approximate. This may be increased or decreased consequent upon addition or abolition of Units of the Company as per decision or requirement time to time.

SECTION VI

(DECLARATION TOWRADS ZONE WISE PARTICIPATION I.R.O THIS NIT)

(To be printed on Bidder's Letterhead)

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

REF: NIT No.

Sir,

We do hereby declared, that our agency has submitted bid / price bid for the following Transmission Zones to supply Security Personnel under that Zone:

Sl No.	Zone	Yes	No
1	Kolkata		
2	Chinsurah		
3	Durgapur		
4	Midnapore		
5	Berhampore		
6	Siliguri		

(N.B: Please put a ✔ [TICK] under Yes or No as per bidding.)

Yours sincerely,

Authorized Signatory

With Stamp

(TECHNICAL PROPOSAL SUBMISSION FORM)

(LETTER OF BID)
(To be printed on Bidder's Letterhead)

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

Ref: NIT No.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
2. We also accept all the terms and conditions of this bidding document including the condition that WBSETCL is not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
3. If our bid is accepted, we commit to submit a Contract Performance Guarantee in accordance with the Bidding Documents.
4. We shall bind ourselves to WBSETCL for executing the job at the price quoted by us and as per the terms and conditions, stated in the tender document.
5. The Government of India/Government of West Bengal or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. All the information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true.
7. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender and action as deemed fit may be taken against us like termination of our contract, forfeiture of all our dues including EMD or CPG, etc.

Yours sincerely,

Authorized Signatory

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

(To be printed on Bidder's letterhead)

FORMAT FOR SUBMISSION OF INFORMATION FOR EVALUATION OF THE TECHNICAL PROPOSAL

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

A. LIST OF PREVIOUS/PRESENT CLIENTS (Give the details only):

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

B. DETAILS OF ANNUAL TURNOVER OF LAST 5 FINANCIAL YEARS:

Financial Year	Gross Annual Turnover	Value of non-recurring items	Net Annual Turnover (without non-recurring items)
2018-19			
2019-20			
2020-21			
2021-22			
2022-23			

Signature of Bidder

LETTER OF PRICE BID

To

The General Manager (HR&A) TPAS, WBSETCL,
Corporate HR&A Department, 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 contractor/agency for supply of Security Personnel at various units of WBSETCL. Our price bid shall be valid for a period of 120 days from the date of opening of the price bid in accordance with the Bid Documents and may be extended, if required, at any time before the expiry of the period.

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

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

As required no documents are being enclosed with Price Bid.

Signature of Bidder with Seal
Name

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

PRICE SCHEDULE PRICE BID
(SUBMITTED THROUGH BOQ AVALIABLE AT E-TENDER PORTAL ONLY)

Name of Firm M/s._____

Ref: **NIT No .**

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

N.B: In case the bidder furnishes the service charges anywhere in the hard copy, the bid of the bidder shall summarily be rejected.

Affidavit regarding eligibility

(To be executed on non-judicial stamp paper)

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

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

a) am/is/are debarred from participating in any public procurement by any Competent Authority as per law.

b) am/is/are an insolvent or a bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors.

c) has/have been found guilty of professional misconduct by are cognized tribunal or professional body or any Government authority or judiciary.

d) has/have not fulfilled obligation with regard to the payment of taxes, or other payment due in accordance with the laws India.

We further declare/undertake that

1. our firm has an established branch office in the city of Kolkata.
2. We have sufficient space in their office for preservation of the personal files and other documents of the Private Security Guards to be deployed under WBSETCL.
3. we hold a license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007 to execute the job and always maintain their validity during the tenure of contract.
4. the firm is registered under the Employees Provident Fund Organization, the Employees State Insurance Corporation, etc.
5. the Firm is registered with the Goods and Services Tax(GST)
6. we have .....years of experience in similar field.
7. we have experience of providing at an average of not less than 200 (Two Hundred) Security Guards / Security Supervisors / Armed Security Guards per month in the Financial Years 2017-18,2018-19&2019-20.
8. The firms has not been blacklisted on previous occasions by any of the Government Departments /Institutions /Local Bodies /Municipalities /Public Sector Undertakings ,etc need not participate in the tender.
9. The Net Worth of the company is positive.
10. the firm is registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
11. we shall bind ourselves to WBSETCL for providing manpower as per tender notice and to provide alternative in case of absence of personnel already deployed.

12. we shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.
13. We 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 Security Personnel directly to their bank accounts through ECS.
14. 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, the Private Security Agencies (Regulation)Act,2005,etc.
15. we undertake that my/our firm has never remained a defaulter on account of deposition of EPF and ESI contributions.
16. we undertake that the decision of Competent Authority of WBSETCL with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter & Sprit.
17. We shall also ensure the safety of property 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 my/our part or on the part of my/our staff, the WBSETCL authorities may cancel the contract and award the work to another agency and the costs difference may be recovered from me/us and can forfeit the CPG.
18. we shall be bound by the communication of acceptance of the offer dispatched within specified time and we also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
19. The Bid Documents have been downloaded from **https://wbtenders.gov.in conn**tent thereof has been altered /modified by us. In case of detection of any change in the contents of the Bid Documents at any stage, the bid will be liable to be rejected and the EMD will be forfeited.
20. 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.
21. the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator and the company has not suspended business or is in any analogoussituationarisingfromsimilarproceduresunderthelawsandregulationofIndia.

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)
(TheaffidavitmaybesignedandattestedinpresenceofaMagistrate/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 there under 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

.....2023.....at.....

Witness:

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

Authorized vide

Power of Attorney No:……..

Date……...

(END OF DOCUMENT)