



West Bengal State Electricity Distribution Company. Ltd.

(A Government of West Bengal Enterprise)

Office of the Divisional Manager, Garia Division, WBSEDCL.

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Hindustan More, NSC Bose Road

Garia, Kolkata - 700084

NOTICE INVITING e-TENDER

NIT No. : DM/GARIA/TENDER/24-25/1243

Dtd. 01.08.2024

The Divisional Manager, Garia Division, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of who have successfully completed similar nature of work in WBSEDCL/ WBSETCL:

Sl. No.	Name of the Work	Estimated Cost (Rs)	Earnest Money (Rs.)	Name & address of the Concerned Office
01.	Engagement of 3(three) nos. unskilled manpower for a period of 12 months i.e. from 01.09.2024 to 30.08.2025 (Wages Rate as per notification of the Labour Dept Govt. of WB dated 29.12.2016 & Minimum rates of wages Circular dated 12.12.2023 of the Labour Commissioner, Govt. Of West Bengal , revised from time to time) for establishment & other associated works at different locations under Garia Division, WBSEDCL	5,79,264.00/- (Five lakh Seventy nine Thousand Two Hundred and Sixty Four only)	12000.00 (Twelve Thousand Only)	Garia Divisional Office, WBSEDCL, NSC Bose Road, Hindusthan More, Kolkata :- 700 084

Terms & Conditions of the E-Tender:

1. In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
3. Technical Document and Financial Bid should be submitted online on or before as per the "Date & Time Schedule" stated in Sl. No.-07.
4. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
5. **Eligibility criteria for participation in the tender**
 - a. Bidders must have valid registration for recruiting/hiring/outsourcing manpower resources to other establishments (Certificate of registration under Labour Directorate, Govt. of West Bengal, FORM-II)
 - a. Experience for providing of at least 03(three) unskilled manpower in WBSEDCL/ WBSETCL during the last five (05) financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23., 2023-24 (copy of PO/LoAs to be submitted). Certificate of satisfactory performance from the ordering authority must be submitted as a proof of experience
6. No mobilization / secured advance will be allowed.

7. **Date & Time schedule:-**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	06.08.2024 after 11.00 Hrs
02.	Documents sell / download start date (online).	06.08.2024 after 11.00 Hrs
03.	Bid Submission upload start date (online)	07.08.2024 after 15:00 Hrs
04.	Bid Submission upload end date (online)	14.08.2024 up to 15.00 Hrs
05.	Date for opening of Technical bid (online) for the Bidders	16.08.2024 at 13.00 Hrs
06.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
07.	Date, for opening of Financial Bid (online).	To be intimated later.

- If a Holiday falls on any of the aforesaid scheduled date then scheduled date shall be considered on next working day.

8. Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
9. **Earnest Money/ Bid Guarantee:** A bidder desirous of taking part in a tender invited by offices of WBSEDCL 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 amounting **Rs. 12000.00/-**. Exemption from deposition of EMD shall not be allowed under any circumstances. No Interest shall be payable by WBSEDCL on the above bid guarantee.

Following payment options are available for paying EMD amount through online mode:

- Net-banking through Payment Gateway
- RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-fired challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

EMD amount need to be paid in online mode. Any other mode of payment will not be accepted.

General Instructions for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- 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.

10. **Refund/ Settlement of EMD Amount:**

- 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.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- 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.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13, since payment gateway facility used by E-tender portal is maintained by ICICI.

11. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.
12. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, the Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.

13. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in “**Instruction to bidders**” stated in Section – “A” before tendering the bids.
14. **Work Order & Payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.**
15. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
16. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
17. Before issuance of Letter of Acceptance / Work order/ Purchase Order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
18. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
19. The company shall no way be held responsible or liable for any accident, miss hap of any worker during the execution of the work, any loss or damage cause to any equipment of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
20. Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.
21. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Civil Works Policy of WBSEDCL.
22. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
23. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
24. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
25. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL is not necessarily bound to accept the lowest offer.
3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
4. Tender submitted after expiry of scheduled date and time shall not be considered.
5. No interest shall be payable for Earnest Money.
6. Any extraneous conditions will be treated as non-responsive.
7. The Bids must be submitted in prescribed Proforma only.
8. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
9. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
10. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

SECTION – A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

Instructions / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Each contractor 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 Information's Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

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

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following documents

1) Non Statutory / Technical Document Cover file Containing:

- a. Copy of I.T. return for last 3 (three) financial years, PAN.
- b. GSTIN.
- c. Company Registration No. (If bidder is company).
- d. Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.
- e. Trade License.
- f. Labor License.
- g. Registered HSN/ SAC Code as applicable against quoted item.
- h. EPF registration certificate and challan for last month.
- i. E.S.I Registration (if applicable).
- j. Self-attested Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria as per clause no. 5.0 of "Terms & Conditions of the E-Tender".

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

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

Next, click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical documents.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	<ol style="list-style-type: none">a) PAN Card.b) Copy of I.T. return for last 3 (three) financial years.c) GSTIN.d) Company Registration No. (If bidder is company).e) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.f) Trade Licenseg) Labor Licenseh) Professional Tax Clearance Certificate for the last month.i) EPF registration certificate and challan for last month.j) E.S.I Registration (if applicable).k) Registered HSN/ SAC Code as applicable against quoted item.

02.	Company Detail(s)	Company Detail	
03.	Credentials	Credential	<p>Bidders must have valid registration for recruiting/hiring/outsourcing manpower resources to other establishments (Certificate of registration under Labour Directorate, Govt. of West Bengal, FORM-II).</p> <p>Experience for providing of at least 03(three) unskilled manpower in WBSEDCL/ WBSETCL during the last five (05) financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23., 2023-24 (copy of PO/LoAs to be submitted). Certificate of satisfactory performance from the ordering authority must be submitted as a proof of experience.</p> <p>Average annual turnover during last three years shall not be less than 30% of the estimated cost during financial year 2021-22, 2022-23, 2023-24. Audited Profit and loss account for companies under Company Act and for others Profit and Loss account duly certified by any Chartered Accountant for aforesaid period to be submitted. However turnover of parent and / or Group Companies/other business vertical will not be considered to decide the eligibility.</p>
04.	Financial Information	Financial Information	<p>a) Copy of IT returns for last 3 financial years.</p> <p>b) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents]</p>

The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender.

Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder). Bidder is to quote the rate in the space marked for quoting rate in the BOQ.

4.1.1. Opening of Technical proposal:

Technical proposals will be opened by the Divisional Manager, WBSEDCL, Garia Division, WBSEDCL, Office of the Divisional Manager Garia Division, NSC Bose Road Kolkata- 700 084, and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- Intending tenderers may remain present if they so desire.
- Summary list of technically qualified tenderers will be uploaded online.
- Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

4.2. VALIDITY OF BIDS:

Price bid of the tender shall be opened after opening of “Techno- Commercial Bid & EMD”. Bids shall remain valid for a period of 180 days from the next day of opening of the tender.

4.3. Earnest Money Deposit (EMD):

The bidder shall deposit the requisite earnest money online.

The bid guarantee/EMD shall be forfeited:

4.3.1. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.

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

4.3.3. In case of successful bidder, if bidder fails

4.3.3.1. To accept LOI/Order unconditionally and sign contract

4.3.3.2. To furnish the contract performance bond.

4.4. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

5. BID SUBMISSION:

Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

6. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

7. BID OPENING:

- a. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- b. WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- c. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- d. WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply with such instruction may lead to rejection of bid.

8. PROCESS TO BE CONFIDENTIAL:

- a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

9. RIGHT TO REJECT BIDS:

WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

10. COST OF BIDDING:

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

11. DETERMINATION OF RESPONSIVENESS:

- 11.1. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
- 11.2. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 11.3. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

12. CORRECTION OF ERRORS:

- 12.1. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- 12.2. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

13. EVALUATION AND COMPARISON OF BIDS:

- 13.1. On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- 13.2. Evaluation of bid will include and will take into account:
 - 14.2.1 WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
 - 14.2.2 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
 - 14.2.3 Evaluation bid – price of all bidders shall be compared among themselves to determine the lowest evaluation bid and as a result of this comparison, the lowest bid will be selected for award of contract.
 - 14.2.4 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

14. PROCEDURE OF EVALUATION:

Evaluation of e-tenders will be done in the following steps:

Step-1 The Earnest Money will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document. Bids, which do not satisfy the "Must Conditions" will not be considered for technical evaluation. "Must Conditions" are to be submitted as per format enclosed with this section. No clarification will be asked from the bidder in this regard.

Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidder's representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

15. **CORRESPONDENCE:** Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.
16. No agent is allowed to participate in the Tender. Original bidder will only be allowed in the tender.
17. **Acceptance of Tender :-** On opening of Techno-Commercial Bids (Part-I) the same shall have to be evaluated both in technical and commercial aspects, the tenderers whose offers are found to be acceptable may be considered for opening of their respective price bids (Part-II). If there may be found any dispute regarding non-submission of any documents, Annexure, Tender Fees or earnest money, WBSEDCL reserves the right to cancel that bid ultimately without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
18. **Rate:** - The rate should be quoted inclusive of delivery charges but excluding GST. The rate is Firm for entire contract period. No escalation of rate, if any, may be considered except in the event of any new taxes / levies/ rates making into force due to Govt. Legislation/notification or by any of the statutory body, the same will become applicable to the concerned party from the effective date.
19. Payment on submission of bill after completion of each calendar month would be made by concerned authority. Certified Bills to be submitted in triplicate mentioning GST registration number to the Divisional Manager, Garia Division for payment by the Manager (F&A), Garia Division in due course.
20. Any further information may be had from the website: www.wbsedcl.in, <https://wbtenders.gov.in> and the following office time to time.

SECTION – B
General Information, Terms & Conditions

1. **Award of Contract:** After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL shall notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (LOA)/Order.
No sub-vendors are allowed to be engaged for execution of contract agreement.
2. **Period of the Contract:** The period of the Contract shall be for a period of 12(twelve) months with effect from 01.09.2024, or as specified in the LoA. This may be extended/renewed for a further period of 01(one) year, subject to mutually agreed Terms & Conditions or as per approval of competent authority.
3. The successful bidder MUST STRICTLY comply with the statutory stipulations with respect to the working hours/shift timings/duty roster/weekly off day/maximum duty hours/night shifts in scheduling the duty of the deployed personnel and accordingly depute/assign/deploy manpower in compliance with the statutory stipulations.
4. **Acceptance of Order:** The successful bidder shall submit written unconditional acceptance of order within 7 (seven) days from the date of issuance of the LoA/order.
5. **Creation of Vendor Id:** Successful bidders shall have to mandatorily create vendor id through WBSEDCL Vendor Corner, if not created earlier. This is an essential step for accounting of EMD in SAP ERP system.
6. **Replacement of deployed manpower:** In case, any deployed employee(s) of the successful bidder engaged in execution of order remains absent or leaves/resigns his/her job or WBSEDCL wants the contractor to replace any person because of non-satisfactory performance, the contractor will have to arrange **un-interrupted service** using at least his existing deployed manpower of equivalent credential.
7. No agent is allowed to participate in Tender
8. **Statutory Obligations:**
 - i. The successful bidder must comply with all statutory obligations & provisions as per law of the land and as contained in relevant Acts like, The Minimum Wages Act 1948, Employees Compensation Act 1923, the Contract Labor (Regulation & Abolition) Act 1970, The Payment of Bonus Act 1965, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc, Maternity benefit Act 1961 and rules made there under for every Act.
 - ii. The financial obligation(s) arising out of statutory obligations would be entirely on bidders account and WBSEDCL will not be responsible on this score for any reason whatsoever. The register maintained by the successful bidder in this regard, shall be subject to scrutiny of WBSEDCL, if WBSEDCL desires so.
 - iii. The successful bidder has to pay minimum wage in commensuration with notification of Labour Dept., Govt. of West Bengal vide Circular no. 45/Stat/14/RW/24/2023/LCS/JLC dated 12/12/2023 of the Additional Labour Commissioner, Govt. of West Bengal, and as revised from time to time, **keeping the service charges of the successful bidder unaltered**. In no case, the said wage can be divided into other component(s). PF, ESI and bonus should be on the minimum wage as above or as notified by the Labour Dept., Govt. of West Bengal.
 - iv. The successful bidders have to submit a list of deployed manpower to the supervising officer indicating Name, Father/Husband Name, Date of Birth, Communication Address, Qualification(s), Wage particulars including statutory deductions to the Nodal Officer within 15 days from the date of receipt of LOA / date of actual engagement.
 - v. The successful bidder to whom LOA will be placed while submitting the service charge bill must enclose Electronic Challan cum Receipts (ECR) and copy of paid challan of the respective bank as per Employees' Provident Fund Scheme, 1995, and also remittance if once confirmation slip positively in token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number, as mentioned in the LOA.
 - vi. It must be ensured that employees as engaged by the successful bidder are registered as per E.S.I. Act. The successful bidder is liable to enclose necessary paid Challan of the respective bank towards payment of E.S.I. Contribution to the respective E.S.I. Authority where ESI Scheme is applicable. Otherwise the bidders have to procure MEDICLAIM Insurance Policy from a Nationalized Insurance Company in respect of each of the employees where ESI Schemes are not applicable.
 - vii. The successful bidder has to submit necessary Labour License in terms of Contract Labour (Regulation and abolition) Act 1970.

- viii. Payment of wage should be made along with duly authenticated Wage Slip indicating Minimum wage, PF deductions, ESI (both employer & employees contribution) and any other payments/deductions, as per statute.
 - ix. Issuance of Appointment order to each employee is mandatory. A copy of each such Appointment Letter may be sent to the supervising officer.
 - x. The successful bidder must issue Photo Identity Card to each employee.
9. **Performance Evaluation:** The performance of the successful bidder will be measured on the basis of Standard of Performance (SOP) clauses as mentioned in the Scope of Work. The release of Performance Bank Guarantee and renewal of contract will be dependent on certification of satisfactory performance by concerned supervising officers.
- 10. Performance Bank Guarantee:**
- i. All Bids in range of -20% to -80% of the estimated rate shall furnish an additional performance security in the format given in the annexure which shall be equal to 10% of the tender amount from any schedule Bank.
 - ii. The Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the order and Validity of BG will be for **2 (two) years** from the date of placement of LOA with a claim period of further ninety (90) days beyond the date of validity.
 - iii. In case the contract is renewed, the successful bidder has to extend the validity of the Performance Guarantee as required.
 - iv. The proceeds from the revocation of Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to fulfill its obligations under the order or if „Liquidated Damage“ is levied on the successful bidder.
11. **Terms of payment:** The 100% payments shall be made on a monthly basis, as applicable, subject to submission of the invoice in triplicate with break up details of statutory levies along with the following documents:
- i. The Certificate of Service provided, duly indicating the man-days serviced (less deduction, if any for deficiency in service) duly signed by supervising officer & counter-signed by the Controlling officer.
 - ii. The GST Registration No along with SAC number shall be submitted along with the 1st bill and the proof of PF & ESI contributed/paid by the successful bidder shall be submitted along with the bill from the 2nd month's bill onwards.
 - iii. The attested copy of the consolidated salary statement issued by the successful bidder for the previous month.
 - iv. 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 successful bidder shall give a satisfactory reply within one month. Failure to give satisfactory reply shall result in withholding of future payment of Service Tax to the firm.
12. **Paying Authority:** The Manager (F&A), Garia Division, WBSEDCL.
- 13. Settlements of Disputes and Arbitration:**
- i. In case of any dispute arising out of the contract, the same shall normally be settled through meeting between WBSEDCL and the contracting agency at the appropriate level.
 - ii. Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.
 - iii. All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
14. **Legal Jurisdiction:** During execution of this job, if any dispute arises thereby, the necessary legal affairs and /or court case shall be exclusively within the jurisdiction of Calcutta High Court only.
15. The successful bidder shall have no liability if prevented from carrying out obligations under this order by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.
16. **Representative of bidders:** The successful bidder is required to nominate one person exclusively from commencement to completion as a “Single Exclusive Contact Person”, with whom WBSEDCL will interact on all matters related to the contract who shall be mainly responsible for Human Resource related matters. His telephone number (with FAX) and Mobile number including contact address should be made available within a week from the date of acceptance of the order to the supervising officer.

17. **Holiday Listing:** Holiday Listing will be applicable according to the "Holiday Listing" policies of the Revised Purchase Policy, which is posted in the website of WBSEDCL (www.wbsedcl.in)
18. **Termination of Contract:** WBSEDCL reserve the right to terminate the contract either in part or full for failure to maintain desired level of performance or reasons of non-compliance of stipulated activities for different clauses under this contract. In such an event, WBSEDCL shall give the successful bidder thirty (30) days notice in writing of his decision to do so.
19. **Commencement of Service:** The contract period will commence from 01.08.2024 or as specified in the LoA/order.
20. **Controlling officer:** The DE & Divisional Manager, Garia Division, WBSEDCL
21. **Supervising Officer:** The Assistant Manager (HR&A), Garia Division / The Station Manager, Garia CCC, Boral CCC, Boalia CCC, WBSEDCL.

Shazie Kaur
01/08/24
Assistant Manager (HR & A)
Garia Division
W.B.S.E.D.C.L.

[Signature]
01/08/24
Manager (F & A)
Garia Division
W.B.S.E.D.C.L.

[Signature]
01/08/24
SE & DIVISIONAL MANAGER
GARIA DIVISION, W.B.S.E.D.C.L.

SECTION – C

Scope of Work [SW]

Details of the manpower are listed below:

Sl. No.	Designation	Category	Qualification and experience
1	Unskilled manpower 1 no. for Boral CCC, Boalia CCC and Garia CCC under Garia Division	Un-Skilled	Minimum desired qualification as per norms of WBSEDCL (Should capable to speak, read and write in local /English language)

Note-

Definition of Skilled/Un-Skilled Employee shall be as per circular no. 49/Stat/14/RW/24/2023/LCS/JLC dated 12/12/2023 of the Additional Labour Commissioner, Govt. of West Bengal.

** Minimum Age of the deployed manpower must be not below 18 years.

** All the operating personnel should have good verbal communication skill in Bengali, Hindi.

Job Description & others:

A. For Unskilled manpower :

- The personal will be deployed at Boral CCC, Boalia CCC and Garia CCC under Garia Division, WBSEDCL. The personnel deployed will attend the consumers under Boral CCC, Boalia CCC and Garia CCC regarding any enquiry, Service, grievance on primary level before further process by concerned departmental dealing executive or Station Manager. The personal is also to carry out the instruction as per direction by Station Manager of Boral CCC, Boalia CCC and Garia CCC.
- Record keeping and filing, photocopying and other office related works.
- The duty hours may be for the general official hours of WBSEDCL depending upon importance and as per actual requirement for the contract period excluding prescribed holidays of WBSEDCL
- The Attendance Register of the personal should be maintained by you and placed every week before the Station Manager, Boral CCC, Boalia CCC and Garia CCC for verification.

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day ofI/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firmafter having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ,Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators

assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Workmen Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
8. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the obligee or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank

guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.

9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

.....
Deponent

Witness:

1.....

2.....

PROFORMA OF AGREEMENT
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year.....
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ, Sector II, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART AND.....hereinafter referred to as „CONTRACTOR“ (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date.....(annexed hereto) for (Name of the work).....

AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... which was opened on

The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt...

.....(Annexed hereto)

NOW THEREFORE, the WBSEDCL and the Contractor agree as follows:

The contractor agrees to undertake the work of as per Order No dt...referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as above.

.....
Contractor

Witness:

1.....

2.....

.....
WBSEDCL

Witness:

1.....

2.....

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for the supply of

.....
.....
.....

Ref: 1. NIT No: **WBSEDCL/BNDD II/O&M/e-TENDER/**

Dated:

2. Tender Id No:

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated.....

MANDATE FORM BY VENDOR FOR RTGS/ NEFT PAYMENTS
(TO BE FIELD IN BLOCK LETTER)

1. NAME OF THE VENDOR:
2. ERP VENDOR NO:
3. Vendor Type: Company / Partnership / Proprietorship / Self Help Grp / HUF/Others (To be specified)
4. ADDRESS:.....

5. TELEPHONE NO. & FAX NO:.....
6. MOBILE PHONE:
7. Email:.....
8. P.A.N. NO. (MANDATORY):

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9. GST REGISTRATION NO:

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

- i) Name of Account Holder:
- ii) BANK NAME:
- iii) BRANCH NAME & ADDRESS:.....
- iv) BANK BRANCH TELEPHONE NO:.....
- v) Account type (whether SB or Current):.....
- vi) ACCOUNT NO:

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vii) BANK'S MICR CODE:

--	--	--	--	--	--	--	--

viii) BANK'S IFS CODE:

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11. DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not Affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, Partner /Legal Attorney /Accredited Representative of M/s.
..... solemnly declare that:

1. We are submitting Tender for the job/supply of.....
2. None of the Partners of our firm in relative of employees of.....
3. All information furnished by us In respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/Credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated.....