



# **WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

## **SECURITY & LOSS PREVENTION CELL**

### **E TENDER NOTICE**

#### **BID DOCUMENT**

For finalization of Engagement of registered professional agency for hiring outsourced manpower to be deployed at S&LP Cell at Vidyut Bhawan to collect Theft Information through Interactive Voice Response System(IVRS) or Toll Free no and other allied jobs.

**TENDER NOTICE NO: WBSEDCL/ Advisor(S&V) / Manpower/567**

**Date - 23.11.2021**

## INVITATION FOR BIDS (IFB)

Notice Inviting e-Tender no: WBSEDCL/ Advisor(S&V) / Manpower/ 567  
(DOMESTIC COMPETITIVE BIDDING)

Dated-23.11.2021

E-tender are invited by the ACE(S&LP), Security and Loss Prevention Cell, WBSEDCL, Vidyut Bhawan (5th Floor, 'D' Block), Salt Lake, Kolkata – 700 091 from the bona fide, experienced, competent & resourceful bidders for following works on Domestic Competitive Bidding basis (Submission of bid through online).

Sl. No	Description of work	Earnest Money	Contract period
01	Engagement of registered professional agency for hiring of outsourced non-technical skilled manpower in respect of S&LP Cell at Vidyut Bhawan, WBSEDCL for Collecting Theft Information through Interactive Voice Response System (IVRS)/ Toll Free no and other allied jobs.	₹ 26,250/-	Two (02) years

Interested parties may download the tender documents from the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and [www.wbstedcl.in](http://www.wbstedcl.in) directly with the help of Digital Signature Certificate from 11: 00 hrs of 30/11/2021 and submit the same on or before 13:00 Hrs of 24/12/2021.

Any further information may be had from the following office:  
Office of the ACE(S&LP), Security and Loss Prevention Cell, WBSEDCL  
Vidyut Bhawan, 5<sup>th</sup> Floor, D Block,  
Bidhannagar, Kolkata - 700091.  
Phone No. 033-2319 7277  
Email Id: ace.slp.wbstedcl@gmail.com  
Mobile: 89007 93180

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## **Section I**

### **Qualification of Bidder (QoB)**

- QoB.1.** The agency should have valid registration for recruiting/ hiring/ outsourcing manpower resources to other establishments.
- QoB.2.** They should have proof of last three years (upto 31.03.2021) satisfactory past services in Govt./ PSU related establishments. Certificate of completion or ongoing status from the ordering authority must be submitted as a proof. Submit **Annexure-V** along with Work order or completion certificate.
- QoB.3.** Should have experience of providing at least 20 (twenty) skilled manpower at a given period of time in any Govt./PSU type organizations during any of the last three (03) financial years i.e. 2018-19, 2019-20 and.2020-21.
- QoB.4.** Amount of average annual turnover which should not be less than forty (40) lakh only during each financial year 2017-18, 2018-19 and.2019-20. 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 should be attached. However turnover of parent and / or Group Companies will not be considered to decide the eligibility.
- QoB.5.** Income Tax Return for the last three financial years(FY) i.e 2017-18, 2018-19 and.2019-20 need to be submitted.
- QoB.6.** Bidders must have its office in Kolkata. They must submit the proof of office address.
- QoB.7.** Vendor must submit following documents **as per Annexure-IV & V:**
1. Provident Fund registration certificate.
  2. GST Registration Certificate.
  3. PAN details.
  4. Profession Tax registration certificate.
  5. ESI registration certificate. In case of non ESI area, bidder has to purchase Medi claim Policy from the Public Sector Insurance Companies only.
  6. Trade license.
  7. Certificate of Incorporation in case of Pvt. Companies and Certificate of Incorporation & Commencement of business in case of Public Companies in case of bidder being a Limited Company.
  8. Labor License as per The Contract Labor (Regulation and Abolition) Act, 1970.
- QoB.8.** Self-declaration by any bidder, except mentioned anywhere in this document, shall not be admitted. No credential of the bidder shall be accepted by WBSEDCL unless those are authenticated with requisite supporting documents.
- QoB.9.** No Consortium and / or Joint Venture shall be allowed.
- QoB.10.** Service Providers are not allowed to engage any SUB-VENDOR for execution of LOA (s).
- QoB.11.** The Service provider should have adequate human resource pool so that in case of emergency within shortest possible notice for any replacement of manpower to be made.
- QoB.12.** Personal security, accommodation, transportation etc. for their deployed manpower shall be responsibility of the successful service provider(s) at their own cost and risk. WBSEDCL shall have no obligation in this regard in any matter what so ever.

**QoB.13.** Bidder should not have been blacklisted from any Govt. organization across India in last three financial years 2018-19, 2019-20 and 2020-21 and till date 30.09.2021.

**Section: 2**

**Instruction to Bidder [IB]**

**IB1.** The Contract shall be for a period of 2 (Two) years only.

**Work Site:** Office of the ACE(S&LP), Security and Loss Prevention Cell, WBSEDCL  
Vidyut Bhawan, 5th Floor, D Block, Bidhannagar, Kolkata - 700091

**Supervising Officer:** DE(IT&C), Security and Loss Prevention Cell

**Controlling Officer:** ACE(S&LP), Security and Loss Prevention Cell

**IB2. Schedule of Key Dates for e-Tendering:**

Sl. No.	Activity	Date & Time
1	Publishing Date	30/11/2021 (11:00 Hrs.) Bid documents can be downloaded from the web site <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .
2	Document download start date	30/11 /2021 (11:00 Hrs.)
3	Seek clarification end date	03/12/2021 (12:00 Hrs.)
4	Date of Pre-bid Meeting	At WBSEDCL Head Quarter, Vidyut Bhavan, Salt Lake, 5th floor, D Block on 07/12/2021 at 12:00 hrs.
5	Bid submission start date	10/12/2021 (10:00 Hrs.)
6	Bid submission end date with bid security.	24/12/2021 (13:00 Hrs.)
7	Hard copy submission end date	28/12/2021 (15:00 Hrs.)
8	Techno commercial Bid opening date	29/12/2021 (12:00 Hrs.)
9	Financial Bid opening date	Financial bid will be opened subsequently with prior intimation to the techno commercially successful bidders.

**IB3.** Any changes in the Bid documents, shall be made only through website i.e. <https://wbtenders.gov.in> and [www.wbsedcl.in](http://www.wbsedcl.in). As such bidders are requested to go through the website for all updates and information. No other mode of communication will be made in this respect.

**IB 4. General guidance for e-Tendering:**

**IB.4.1. Registration of bidder:** Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> or [www.wbsedcl.in](http://www.wbsedcl.in) and have to be enrolled & registered with the e-Procurement system for the tender.

**IB.4.2 Digital Signature certificate (DSC):** Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. n-Code Solution, Safe script, e-Mudhra) DSC is given as a USB e-Token After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system



available in the website.

**IB 4.3. Mode of Receipt from WBSEDCL:** The bidder can search the tender by typing WBSEDCL and download NIT & Tender Documents electronically from the website mentioned, using the Digital Signature Certificate. This is the only mode of collection of Tender documents.

**IB 4.4. Submission of Bid Document:** Tenders are to be submitted online through the website <https://wbtenders.gov.in> only and no other mode of submission of bid will be accepted. No Bid will be accepted, if it reaches through Post / Courier Service and/or any other means except electronically through <https://wbtenders.gov.in> and WBSEDCL shall no way take any responsibility in such situation.

**IB 5. Pre-bid meeting:** The Tendering Authority will call a pre-bid meeting with all the intending bidders. This is to provide opportunity for any clarification of confusion needed by the applicants to submit Tenders correctly. In case any change in tendered clause is required, copy of the same shall be supplied to all the applicants. Pre bid discussion will be held at WBSEDCL as per schedule indicated in clause IB 5, to clarify the queries, if any in respect of the tender. Interested Bidders may participate (maximum two persons) in the said meeting.

**IB 6. Submission of Bid:** Bids shall be submitted as under:

**IB 6.1.** All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the tender documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender.

Tenders are to be submitted in **two folders – Technical Proposal and Financial Proposal**. The bidder shall carefully go through the documents, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations only.

**IB.6.2.** The bidder needs to download the Forms / Annexures, fill up the particulars in the designated cell and upload the same in the designated location of Technical Bid. The bidder has to download the **BOQ**, quote the profit percent in the designated cell and upload the same in the designated location of Financial Bid.

**Service Charge:** Rate of Minimum Wages will be modified in accordance with the rate published by the office of the Labour Commissioner, Govt. of West Bengal on Half Yearly basis.

The documents uploaded shall be virus scanned and **digitally signed** using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender

**IB 6.3. All technical documents are to be submitted in hard copy also to the following address:**

Office of the ACE(S&LP), Security and Loss Prevention Cell, WBSEDCL  
Vidyut Bhawan, 5<sup>th</sup> Floor, D Block,  
Bidhannagar, Kolkata - 700091.

**The hard copy document should not have any indication of price to be quoted by bidder. The bid will be rejected if there is any indication of price.**

**IB 6.4. Technical Proposal:**

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

**IB.6.4.1. Folder-1:** Bid Security as prescribed in NIT along with under takings (ANNEXURE-I & ANNEXURE-II) and also original Bid proposal (ANNEXURE -III) are to be submitted in details in folder-1. NIT and corrigendum, if any are to be submitted in the Folder-1 as well.

**IB.6.4.2. Folder-2:** Credentials and documents in support of mandatory conditions as well as enclosed format vide ANNEXURE-IV and ANNEXURE-V must be filled & submitted in folder-2.  
**Mandatory Condition:** The bidder shall provide authentic documentary evidence to establish that they possess the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in ANNEXURE-IV & V.

**IB.6.5. Financial Proposal:**

The bidder is to quote the Price online in the FINANCIAL FOLDER. The determinants in this respect are illustrated under General terms and conditions of Contract.

**IB 7. Bid Security [Earnest money]:**

**IB 7.1. The 'Bid Security' is to be if submitted online through <https://wbetenders.gov.in> via NEFT/RTGS or Net-banking in favor of: 'West Bengal State Electricity Distribution Company Limited'.**

**IB 7.2.** The amount of Bid Security shall be Rs. 26,250/- (Rupees Twenty thousand) only.

**IB 7.3.** No interest shall be payable by WBSEDCL on the above 'Bid Security' deposit.

**IB 7.4.** After placement of order on the successful bidder, Bid Security deposit of the unsuccessful bidders will be returned immediately on their formal request / against their written claim indicating necessary details by the authorized signatory (s).

**IB 7.5.** The successful bidder's 'Bid Security' deposit will be discharged upon furnishing the 'Performance Bank Guarantee' as per stipulations mentioned in this Bid Document.

**IB 7.6.** The Bid Security deposit shall be forfeited by WBSEDCL in the following cases also:

**IB 7.6.1** If during the period of Bid validity, the bidder unilaterally withdraws or modifies its bid as a whole or in part.

**IB 7.6.2** In case of successful bidder, if the bidder fails to accept the order unconditionally or fails to furnish the contract performance bank guarantee as per stipulation of bid documents.

**IB 7.6.3** In case of formation of cartel, among the bidders.

**IB 8. Language of Bid:** All documents relating to this bid shall be in English language only. Failure to comply with this provision shall disqualify a bidder from bidding process.

**IB 9. Currencies of Bid and Payment:** All prices shall be quoted by the bidder in 'Indian Rupees' (INR) only. Payment is also to be made in INR only.

**IB 10. Period of validity of Bid:** The bid shall remain valid for a period of 180 (one hundred and eighty) days beyond the deadline date of bid submission. A bid, valid for a shorter period shall be rejected by WBSEDCL as non-responsive. Bidder shall have to agree to extend the bid validity beyond the above stipulated period, if WBSEDCL desires so.

**IB 11. Late Bid:** Bids, if received after the expiry of the scheduled date & time for receiving the same, shall not be considered /accepted for evaluation.

**IB 12. Withdrawal / Modification of Bids:**

The bidder may withdraw / modify his bid after submission prior to bid submission end date as prescribe in deadline for submission of bid. Withdrawal / modification of a bid during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder shall result in forfeiture of the Bid Security deposit.



**IB 13. Amendment/ Addendum of Bidding Documents:**

**IB 13.1** At any time, normally, prior to the dead line of submission of Bid, WBSEDCL may, for any reason, modify the bidding documents by issuing Addenda / Amendments.

**IB 13.2** Any addendum thus issued shall be part of the bidding documents and bidder should follow the <https://wbtenders.gov.in>. However, if situation so warrants, such amendments may be made at any subsequent time also, prior to opening of the price bid. In that case, bidders will be given the scope to amend the price bid also.

**IB 13.3** In case of issuing any addenda/addendum for modification of any documents of bid or extension of deadline of bid submission , the same notice will be hoisted in the [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or in the official website [www.wbsedcl.in](http://www.wbsedcl.in) and no other mode of communication will be issued from WBSEDCL.

**IB 14. Right to reject Bids:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for this action.

**IB 15. Reserve the Rights:**

To take care of unexpected circumstances, WBSEDCL shall reserve the rights for the following:

**IB 15.1.** Extend the closing date for submission of the bid proposals.

**IB 15.2.** Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.

**IB 15.3.** Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.

**IB 15.4.** To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone.

**IB 15.5.** Terminate or abandon the bidding procedure whether before or after the receipt of bid proposals.

**IB 15.6.** Seek advice of external consultants to assist WBSEDCL in the evaluation or review of proposals.

**IB 15.7.** Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

**IB 15.8.** Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

**Note:** Direct or indirect canvassing on the part of the bidder or their representative will lead to disqualification.

**IB 16. Opening of Bid:****IB 16.1 Opening and evaluation of Tender:****IB 16.1.1 Opening of Technical Proposal**

1. Technical proposals will be opened by the Tender Inviting Authority electronically from the website stated above, using their Digital Signature Certificate.
2. Intending bidders may remain present if they so desire only one person from each entity with prior intimation to the tendering authority. Such person must furnish proper authorization from the bidding authority to represent in this process.
3. Technical proposal consisting Folder-I and folder-II will be opened first. If there is any deficiency in the Documents, the tender will summarily be rejected.



4. Decrypted (transformed into readable formats) documents of the technical proposal folder will be downloaded for the purpose of evaluation.

#### **IB 16.1.2 Techno-commercial Evaluation of Tender**

While evaluation, the Tender Inviting Authority or his authorized representative may call the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders only.

#### **IB 16.2. Opening and evaluation of Financial Proposal**

1. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
2. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
3. After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
4. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

#### **IB 17. Authorization of bidder-**

Written power of attorney, authorizing the signatory of the bid to be submitted to act on behalf of the bidder. Undertaking of authorized signatory of vendor to be provided in the non-judicial stamp paper of Rs. 100/- with the seal of the organization. Original power of attorney to be submitted at the time of submission of tender documents.

- IB 19.** Revision /withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

#### **IB 20. Rectifications of Errors:**

Arithmetical errors, if any, shall be rectified as follows:

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

#### **IB 21. Statutory Obligations:**

**21.1.** The service provider must comply with all statutory obligations & provisions as per law of the land and as contained in relevant Acts like, Employees Compensation Act 1923, the Contract Labor (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Minimum Wages Act 1948, Maternity benefit Act 1961 and rules made there under for every Act and amendments made from time to time.

**21.2.** The financial obligation(s) arising out of statutory obligations would be entirely on contractors 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.

- 21.3. The service provider has to pay minimum wage in commensuration with notification of Labour Dept., Govt. of West Bengal, as modified time to time. 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 Labor Dept., Govt. of West Bengal.
- 21.4. 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 one month from the date of receipt of LOA / date of actual engagement.
- 21.5. The bidder while submitting the 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 along with ESI challan and wage slip.
- 21.6. It must be ensured that employees as engaged by the bidder are registered as per E.S.I. Act. The 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.
- 21.7. All Service Providers have to submit necessary Labor License in terms of Contract Labor (Regulation and abolition) Act 1970.
- 21.8. Payment of wage should be made along with duly authenticated Wage Slip indicating Minimum wage, PF deductions, ESI (both employer & employee's contribution) and any other payments/deductions, as per statute.
- 21.9. Issuance of Appointment order to each employee is mandatory. A copy of each such Appointment Letter may be sent to the supervising officer.
- 21.10. Service provider must issue Photo Identity Card to each employee.

**IB 22. Settlements of Disputes:** In case of any dispute arising out of the contract, the same shall amicably be settled through meeting between WBSEDCL and the contracting agency at the appropriate level.

**IB 23. Award of Contract -** Order shall be placed on the successful lowest bidder upon justification of quoted price.

**IB 24. Acceptance of Order:** The successful bidder shall submit written unconditional acceptance of order within 7 (seven) days from the date of issuance of the order.

**IB 25. Representative of the bidder:**

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. His contact details should be made available within a week from the date of acceptance of the order to the supervising officer. He shall mainly responsible for Human Resource related matters.

The successful bidder has to specifically furnish to WBSEDCL, the name, designation, mobile no., residential phone no, e-mail address and residential address of their representative.

### **Section: 3**

#### **Scope of Work [SW]**

##### **SW.1.Task of deployed manpower:**

1. Receiving phone calls through IVRS and recording theft information in computer.
2. Computerized report generation as per requirement and filing of the same.
3. Sending messages/Communications to site offices through e-mail followed by letter.
4. Photocopy of official documents as per requirement.
5. Distribution of official documents to different departments of Vidyut Bhawan as per requirement.
6. Filing of official documents as per requirement.
7. Generation of Weekly/monthly/ yearly report in the desired format/details.
8. Generation of reports in various formats as per requirement and power point presentations.
9. Backup & storing of data from the existing E-mail account.
10. Any other task that would be assigned for proper functioning of the Corporate S&LP Cell.

##### **SW.2. Requisite Credentials/Qualifications of deployed manpower:**

1. Graduation in any discipline.
2. Computer Proficiency Certificate required. Should have knowledge in handling and examining documents /letters /orders, entering and maintenance of data in computer system, generating report using Excel and efficient in using MS Office.
3. Good communication skill.
4. All photocopies of the self-attested certificates and Govt. photo id proof needs to be submitted at the time of deployment of manpower to this office.

### **Section: 4**

#### **General Information, Terms & Conditions**

##### **GTC.1. General Information:**

**GTC.1.1. Service providers are forbidden to engage any sub-vendor for execution of contract agreement**

**GTC.1.2.** Vendor shall ensure that all personnel deployed at work site possess good communication skill, voice & manners etc. along with requisite educational qualification. WBSEDCL shall have the right to ask for replacement of any personnel if found unsuitable at any stage of deployment.

**GTC.1.3.** All the personnel shall be under the administrative & technical control of the respective supervising officer as designated from time to time by the authority of WBSEDCL.

**GTC.1.4.** Notwithstanding anything contained elsewhere, all persons are required to perform any type of job as required for smooth functioning of the work process that may be assigned to them by concerned WBSEDCL personnel.

**GTC.1.5.** Decision of WBSEDCL on all matters shall be final & binding on the service providers.

**GTC.1.6.** Any changes in any document, if any, shall be made only through Website. As such participating service providers are requested to go through the WBSEDCL website for all updates and relevant information.



- GTC.1.7.** The Bid submitted by the Bidder shall become the property of WBSEDCL.
- GTC.1.8.** Personal security, accommodation, transportation etc. for their deployed manpower shall be responsibility of the successful service provider(s) at their own cost and risk. WBSEDCL shall have no obligation in this regard in any matter whatsoever.
- GTC.1.9.** The service provider shall have readiness of Human Resource (HR) so that they are available within shortest possible notice for either replacement and/or enhancement of existing manpower.
- GTC.1.10.** The documents regarding basic educational qualification, computer literacy, medical standard and communication skill of the deployed personnel as listed afterwards has to be produced.
- GTC.1.11.** WBSEDCL shall have its full right to terminate the order any time due to non-satisfactory performance of the bidder. WBSEDCL would review the performance of the bidder on quarterly basis.
- GTC.2. Category and no. of requisite manpower:** Telephone & computer operators – 03 (Three) – Skilled
- GTC.3. Duty Hours:** Attending phone calls have to be carried out from 06.00 AM sharp up to 10.00 PM on all working days from Monday to Friday excluding public holidays.
- GTC.4.** The successful bidder MUST STRICTLY comply with the statutory stipulations with respect to the applicable minimum wages/ working hours/ weekly off day/ maximum duty hours and accordingly depute/ assign/ deploy manpower in compliance with the statutory stipulations.
- GTC.5.** Depending upon the business requirements, if any increase or reduction is necessitated, the same shall be communicated to the successful bidder which will be complied within stipulated time mentioned elsewhere in this contract.
- GTC.6. Price:**
- GTC.6.1.** Price shall be quoted in accordance with the manpower requirement as mentioned under GTC.2 to GTC.5 which must be inclusive of all statutory payments, incentives, bonus, ESI, profit margin of vendor and any other payments as applicable but exclusive of GST. The price has to be quoted on “per person per month basis”.
- “Bonus” as illustrated under Annexure-VI is to be calculated as per guidelines of Payment of Bonus Act 1965 and to be paid annually.**
- GTC.6.2.** Incomplete or partial quotation will not be accepted.
- GTC.6.3.** All prices shall be given in Indian Rupee.
- GTC.6.4.** Quoted rate should be exclusive of GST. GST shall be allowable over and above of quoted rate at prevailing rate in force.
- GTC.7. Price Variation:**
- The price once quoted in the bid (exclusive of GST) will remain firm and will not escalate during the contract tenure other than charges in minimum wages as periodically revised by the office of the West Bengal Labour Commission which is to be strictly followed. Any other subsequent changes or charges as classified and incorporated in the original price due to amendments in any of the relevant Act/Statutes excluding GST has to be strictly borne by the vendor.
- GTC.8. Replacement of deployed manpower:**
- GTC.8.1.** In case, any deployed employee(s) of the service provider engaged in execution of order

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** deploying his existing manpower of having at least equivalent credential.

**GTC.8.2. Absence:** In case of casual/temporary absence of any manpower, no replacement will be entertained. Deduction of amount equivalent to one day's minimum wage, i.e. "Existing Minimum Wage of Absentee/26" per head per day will be done.

**GTC.8.3.** As it has already been highlighted under GTC.3 that manpower must be deployed on all working days, therefore, in case of any contingencies replacement must be made IMMEDIATELY within minimum reasonable time after the vendor is informed by the Supervising Officer or any other person by any mode of communication subject to the approval/satisfaction of the supervising officer. Failure to comply with this condition may attract Liquidated Damage as per the Company Policy.

#### **GTC.9. Performance Evaluation:**

**GTC.9.1.** The performance of the successful bidder will be measured on the basis of Standard of Performance(SOP) clauses.

**GTC.9.2.** The release of Performance Bank Guarantee and renewal of contract will be dependent on certification of satisfactory performance by concerned supervising officers.

#### **GTC.10. Performance Bank Guarantee:**

**GTC.10.1 Performance Guarantee:** As contract security, the successful bidder has to furnish a performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (**ANNEXURE- VII**) @3% of total Contract Value for two years on contract period to the ACE (S&LP), Corporate Security and Loss Prevention Cell. Bank Guarantee must be issued by any Branch of any Indian scheduled Bank, in favor of: 'West Bengal State Electricity Distribution Company Limited'.

*In case the Bank Guarantee is issued from any bank branch located outside the jurisdiction of West Bengal, a confirmation letter from the same bank is required from any branch located within the jurisdiction of West Bengal from where the Bank Guarantee can be invoked if the situation arises.*

**GTC.10.2.** Performance Guarantee in no other form will be accepted.

**GTC.10.3.** Contract Performance Guarantee will not carry any interest.

**GTC.10.4.** 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 **02 (two) years** from the date of placement of LOA with a claim period of further ninety (90) days beyond the date of validity.

**GTC.10.5.** In case the contract is renewed, the successful bidder has to extend the validity of the Performance Guarantee as required.

**GTC.10.6.** 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 contract.

#### **GTC. 10. Settlement of Dispute:**

Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably **between the parties**.

**In case of any dispute arising thereby between parties, either party may approach any competent court in Kolkata or High Court, Calcutta for redressal of the grievances.**



**GTC.11. Force Majeure:**

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, epidemic/pandemic 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.

**GTC.12. Terms of payment:**

**GTC.12.1.1** The 100% payments shall be made on a monthly basis, subject to submission of the **invoice in triplicate** with break up details of statutory levies along with the following documents.

**GTC.12.1.2** The Certificate of Service provided, duly indicating the man-hours serviced (less deduction, if any for deficiency in service) duly **signed by Supervising officer & counter-signed by the Controlling officer.**

**GTC.12.1.3** The GST Registration No. along with SAC number shall be submitted along with the 1<sup>st</sup> bill and the proof of PF & ESI contributed/ paid by the successful bidder shall be submitted along with the bill from the 2<sup>nd</sup> month's bill onwards.

**GTC.12.1.4** The attested copy of the consolidated salary statement issued by the successful bidder for the previous month. Claim has to be submitted with the wage details of the working month & PF & ESI challan for previous month (prior to the working month).

**GTC.12.2.** 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.

**GTC.12.3.** Payment shall be released within 30 days from the date of receipt of bills, complete in all respect, along with the requisite document(s).

**GTC.13. Confidentiality:**

**GTC.13.1.** The successful bidder should ensure that this manpower so deployed shall maintain full confidentiality of the data which is handled by them. Under no circumstances they shall divulge/ reveal/ share/ download/ transfer or archive to network such data for the purpose other than the assigned job for WBSEDCL.

**GTC.13.2.** Electronic soft copy of any data or documents etc. shall not be taken outside the premises of WBSEDCL in any media, like CD & DVD, Pen drive, mail, etc. The successful bidder will not be allowed to make soft copies beyond the required numbers.

**GTC.13.3.** Any violation of this confidentiality clause may attract any or all of the penal actions as detailed below: -

1. Instant termination of the contract.
2. Levying financial penalty as deemed fit (to be realized from any pending bills or from Performance BG)
3. Blacklisting of the contractor at least for 5 years.
4. Appropriate legal action as deemed fit.
5. Debarring from participating in subsequent tenders floated by WBSEDCL for further period of two years.
6. Engaging other agencies to carry out the remaining work with the condition that the cost of such work will be borne by the defaulting bidder.



**GTC.14. Contract Period:**

The contract will remain valid for a period of (02) two years from the date of acceptance of order.

**GTC.15 Risk purchase:**

If the successful bidder fails to execute the contract up to the satisfaction of WBSEDCL, as laid down in this contract, WBSEDCL shall be entitled to get the job executed engaging any other vendor on the account and at the risk of the successful bidder or to cancel the contract and the successful bidder shall be liable to compensate for any loss/damage which WBSEDCL may sustain by reason of such failure on their part.

**GTC.16. 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 bidder thirty (30) days' notice in writing of such a decision to do so.



(P.K. Saha)  
Additional Chief Engineer  
Corporate S&LP, WBSEDCL

## **List of Annexure**

- **Annexure-I- Pro-forma for undertaking to be submitted by the bidder**
- **Annexure-II- Format of Letter for submission of Bid**
- **Annexure-III- Bid proposal.**
- **Annexure-IV & V- Mandatory.**
- **Annexure-VI- Sample BOQ format.**
- **Annexure- VII- Format of Bid guarantee.**
- **Annexure- VIII- Performa for bank guarantee for contract performance**

**Annexure I**

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (In their letterhead).**

(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 Work -----

against Tender Notice No. -----date-----

2. None of the Partners of our firm is relative of employee of ----- (Name of the Company)

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 bidder with seal

Dated-----



## Annexure-II

### **Format of Letter for submission of Bid**

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

To

The Additional Chief Engineer (S&LP), WBSEDCL

Vidyut Bhawan, 5th Floor, D Block,

Bidhannagar, Kolkata - 700091.

Phone No. 033-2319 7277

Email Id: ace.slp.wbsedcl@gmail.com

Sub: Letter for submission of Bid for the work

Ref: 1. NIT No. .... dated.....

2. Tender Id No. ....

Dear Sir,

We offer to execute the work as per our offer in accordance with the conditions of the NIT document as available in the website. The details of Power of attorney & Undertaking being submitted by us on-line and furnished through hard copies also.

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.

Thanking you,

Yours faithfully,

### **Annexure-III**

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

Tender Notice No: WBSEDCL/ Advisor(S&V) / Manpower/567

Date-23.11.2021

**Form: BID PROPOSAL**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No. - (L/L & mobile) :

Email Id :

Tender Reference :

To

The Additional Chief Engineer (S&LP), WBSEDCL  
Vidyut Bhawan, 5th Floor, D Block,  
Bidhannagar, Kolkata - 700091.

Sub.: Invitation to bid for Engagement of registered professional agency for hiring of outsourced non-technical skilled manpower in respect of S&LP Cell at Vidyut Bhawan, WBSEDCL for Collecting Theft Information through Interactive Voice Response System (IVRS)/ Toll Free no and other allied jobs.

Dear Sir,

We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

**(i) PRICES AND VALIDITY:**

All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of techno commercial bid. We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.

We confirm that our bid prices include all other taxes (except GST) and duties and levies applicable on bought out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

**ii) DEVIATIONS:**

We declare that contract shall be executed strictly in accordance with the specifications and documents.

**iii) WORK SCHEDULE:**

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time schedule submitted by us and approved by WBSEDCL in order to maintain the completion time schedule of bid documents.

**iv) CONTRACT PERFORMANCE GUARANTEE:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 3% of contract value as stipulated in Bid document in the form of Bank Guarantee in your favor within stipulated time as mentioned in bid from the date of placement of Letter of Award.

Dated.....20.....

Thanking you, we remain,

Yours faithfully,

Place \_\_\_\_\_ (Signature) \_\_\_\_\_

(Printed Name)

(Designation)

(Common Seal)

Business Address:

Name & Address of Authorized Signatory:



**Annexure-IV.****Mandatory Condition**

Sl No	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1.	Average annual Turn Over for each of last three financial i.e for year 2017-18, 2018-19 and 2019-20 as a proof of eligibility criteria as per QoB- 4	Provide copy of Audit Report in case of a Company registered under Companies Act 2013 & Tax Audit Report for bidders other than Company.	
2.	Bidder should not have been blacklisted from any Govt. organization across India in last three calendar years upto 31.03.21	Undertaking of authorize signatory of vendors in the non-judicial stamp paper of Rs 10	
3.	Must comply with all statutory obligations.	Provident Fund registration certificate (duly attested). GST Registration number along with the certificate. PAN (duly attested) and proof of IT return for last three years. Profession Tax registration certificate (duly attested). ESI registration certificate. Trade license. Registration no of the company & Labor License as per Contract Labor (Regulation and Abolition) Act.	
4.	Should have experience of providing at least 10 (twenty) skilled manpower as Computer Operator/ Data Entry Operator as outsourcing in any Govt./PSU/ other organizations during any of the last three (03) financial years i.e. 2018-19, 2019-20 and 2020-21.	The bidder shall submit the documentary proof of orders received from the ordering authority. Certificate mentioning order reference from the Ordering Authority with satisfactory completion / ongoing during last two years. (above details as per Annexure-V)	
5.	List of employees and their experience should be submitted towards successfully working in similar business.	List of employees in the letter pad of the agency along with their qualification and experience detail.	
6.	Must have office in West Bengal.	Detail address and phone numbers of registered office.	
7.	Income Tax Return for last three assessment years i.e. 2017-18, 2018-19, 2019-20 need to be submitted.	Self-certified.	

N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

Signature of the bidder with Office Seal

**Annexure-V****West Bengal State Electricity Distribution Company Limited**

Tender Notice No: WBSEDCL/Advisor(S&amp;V) / Manpower/567

Date – 23.11.2021

Details of information to be provided in support of Mandatory condition (copy of supporting document to be submitted with the bid)

Sl. No.	Item Details	Details		
1	Contact Person of the Bidder with Mobile No.and E-mail ID			
2	Communication details address			
3	PF and ESI Registration No.			
4	Permanent Account No. (PAN)			
5	Trade License No			
6	GST Registration No			
7	Company Registration No.			
8	Professional tax registration.			
9	Annual Turn Over for last three financial years as a proof of eligibility criteria as per QoB- 4	1 <sup>st</sup> yr. (Rs in crore)	2 <sup>nd</sup> yr (Rs in crore)	3 <sup>rd</sup> yr. (Rs in crore)
10	Orders received and executed by the bidder	Organization where worked with Contact Telephone No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no. )

Signature of the Bidder with Seal

**Annexure – VII**

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

To,  
West Bengal State Electricity Distribution Company Ltd.  
Security and Loss Prevention Cell  
Vidyut Bhawan, 5th Floor, D Block,  
Bidhannagar, Kolkata - 700091.

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Limited (hereinafter referred to as WBSEDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s \_\_\_\_\_ with its Registered Office / Principle place of business at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for providing service of data entry and other allied jobs at Area Load Dispatch Centre, WBSEDCL through a deployment of suitable manpower. Scope of Contract and the Contractor having agreed to provide a Contract Performance Guarantee of Rupees \_\_\_\_\_ only for the faithful performance under the entire Contract to WBSEDCL.

We \_\_\_\_\_ (Name and Address) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand and /or all moneys payable by the Contract to the extent of as aforesaid at any time up to (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

WBSEDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBSEDCL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSEDCL and the Contractor or any other course of remedy or security available to WBSEDCL. The Bank shall not be released of its obligations under this presents by any exercise by WBSEDCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSEDCL or any other indulgence shown by WBSEDCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the

contractor's liabilities.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL enforce a claim under this guarantee against the Bank within 90 days the above mentioned validity date or from the extended date.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_ and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s. \_\_\_\_\_ to whose behalf this guarantee has been given unless a demand or claim is lodged on us within and including we shall be discharged from all liabilities, thereafter.

Dated \_\_\_\_\_ at \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

(Official address) \_\_\_\_\_

\_\_\_\_\_  
(Designation with Bank Stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_  
Date \_\_\_\_\_