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TENDER BOOKLET

For

Engagement of Agency for providing Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL.

Issued against

Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859 Date

Dated-03.12.2024

E-Tender ID: 2024 WBDC 778436 1

By

CORPORATE COMMON SERVICE CELL WBSEDCL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK)
BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA - 700091, INDIA
PHONE 91-33-2334-5828, FAX- 91-33-2359 1924, E-mail cscell@wbsedcl.in



(A Govt. of West Bengal Enterprise) CORPORATE COMMON SERVICE CELL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK)
BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA – 700091, INDIA
PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

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Addl. General Manager (MR&A)
Common Services Cell

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CORPORATE COMMON SERVICE CELL

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BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA – 700091, INDIA PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

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West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL, a Govt. of West Bengal Enterprise having its registered office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata -700091 is responsible to distribute uninterrupted and quality Power within the State of West Bengal within the jurisdiction of WBSEDCL with a consumer base of approx 2.03 Cr.

The Addl. General Manager (HR&A), Common Service Cell, WBSEDCL, 8th floor 'B' Block, Vidyut Bhavan, Salt Lake, Kolkata -91 on behalf of WBSEDCL invites Sealed tenders from the reputed and solvent agencies/companies having their proven experience to execute a service contract for a period of O2(two) years as enlisted Agency who will provide Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL. in line with the terms and conditions mentioned hereunder.

Name of the Work :	Engagement of Agency for providing Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL.
Estimated Contract Value:	Rs. 22 (Twenty two) Lacs.
Amount of Earnest Money:	Rs. 25,000/-
Amount of Security deposit :	Rs. 1,00,000/-
Publishing date of Press Notification & in NIC Portal:	09/12/2024
Start date of Downloading of NIT:	09/12/2024, 12.00 Hrs
Pre-Bid Meeting:	13/12/2024, 12.00 Hrs
Bid submission starts on and from:	17/12/2024, 12.00 Hrs
End date of submission of Online Bid:	03/01/2025, 12.00 Hrs
Website for downloading Enlistment Booklet, corrigendum and addendum :	www.wbsedcl.in and https://wbtenders.gov.in
Mode of submission of Earnest Money and Security Deposit:	Earnest Money should be deposited online i.e. Net-banking/RTGS/NEFT through e-tendering portal. Security Deposit may be submitted in form of Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee (BG).

Addl. General Manager (HR&A Common Services Cell

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Submission of DD/PO/BC/BG:	DD/PO/BC/BG must be submitted in favour of "West Bengal State Electricity Distribution Co. Ltd." payable at Kolkata issued from any Nationalized/Scheduled Bank.		
Date of opening of Techno-Commercial Bid:	07/01/202 5 at 12.00 hrs.		
Validity of Enlistment :	2 years		

Scope of Work

The Agency/Company will be liable to arrange manpower comprises the following:-

> For Driver:-

Three skilled labour (Driver) under the schedule employment category of Construction & Maintenance of Roads or Building Operation as notified by the Labour Commissioner, Govt. of West Bengal to be deployed, who will perform his duty on daily basis as well as directed by the In-charge of C. S. Cell Vehicle Pool. The driver should maintain his duty records on daily basis in the vehicle log book provided from C. S. Cell Vehicle Pool which should be signed by the In-charge of C. S. Cell Vehicle Pool or by the official under whom the pool service was provided.

The driver should always keep the vehicles in good condition. Any kind of issue(s) related to the vehicles should be reported to the Vehicle Pool In-charge. If any damage(s) of the car(s) occurs due to fault of your driver and such damage(s) is to be made good by incurring expenditure by WBSEDCL then such expenditure will be adjusted against your monthly bill by the way of deducting from your bill.

The driver should carry out tit bit repair/servicing, pollution check, payment of toll tax and /or any incidental charges/ Job etc. i.r.o. the car(s) and the expenses thereto should be made from his own pocket which will be reimbursed to him from C. S. Cell.

However, WBSEDCL reserves the right to increase the no. of manpower at any point of time within the contract period if needed maintaining same rate, terms & conditions of this order.

> For Cook - Cum- Attendant :-

One skilled labour (Cook) under the schedule employment category of Hotels and restaurants including boarding house eating houses, Canteens, Clubs and Guest House as notified by the Labour Commissioner, Govt. of West Bengal should be deployed as "Cook - Cum- Attendant" at Digha Runswick House of WBSEDCL at Old Digha in day to day work. However, WBSEDCL reserves the right to increase the no. of manpower at any point of time within the contract period if needed maintaining same rate, terms & conditions of this order.

> For Assistant Caretaker (Assistant Supervisor):-

One semi-skilled labour (Assistant Supervisor) under the schedule employment category of Hotels and restaurants including boarding house eating houses, Canteens, Clubs and Guest House as notified by the Labour Commissioner, Govt. of West Bengal should be deployed as "Assistant Caretaker" at Digha to assist the Caretaker of Runswick House, Annex Building and other Guest House & Holiday Home of WBSEDCL at Old Digha & New Digha in day to day work. However, WBSEDCL reserves the right to increase the no. of manpower at any point of time within the contract period if needed maintaining same rate, terms & conditions of this order.

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- All such outsourced personnel are to be provided with necessary one weekly off-day and National Holidays i.e. Republic Day (26th January), May Day (1st May), Independence Day (15th August) & Birthday of Mahatma Gandhi (2nd October). However, Such Weekly off-days and national Holidays shall be allowed on such manner so that the aforesaid works are not affected.
- No pick-up and/or drop-off facility will be provided by WBSEDCL to the outsourced personnel under any circumstances. If any outsourced personnel remains absent on his/her duty for unavailability of conveyance due to any reason, the same will be treated as absent on duty and daily wages will be deducted as per prevailing norms until any order/ guideline issued by WBSEDCL and/ or by the GoWB for non-deduction of Wage on such ground.
- In case of outbreak of pandemic and/or epidemic, if lockdown and/or restriction are imposed, the outsourced personnel should attend their duties at their respective department(s) until any guidance (s) and/or order(s) is issued. Necessary passes will be provided by the HoD of the respective department. If the outsourced personnel remains absent on their duty for such lockdown/restriction, daily wages will be deducted for each day of absence until any guideline/order is issued by the GoI/WB government/WBSEDCL for non-deduction of wages on such ground.

• Total Area covered under this tender:-

"Driver(s)" will perform his duty on daily basis as well as directed by the In-charge of C. S. Cell Vehicle Pool. The driver should maintain his duty records on daily basis in the vehicle log book provided from C. S. Cell Vehicle Pool which should be signed by the In-charge of C. S. Cell Vehicle Pool or by the official under whom the pool service was provided.

"Cook - Cum- Attendant" at Digha Runswick House of WBSEDCL at Old Digha will clean, wash and remove impurities if any, from the raw material to be cooked and ensure cooking as per menu in hygienic manner and conditions, serve the meals to the Guest(s) at the designated hour in the hygienic conditions, clean the kitchen and utensils and store the utensils in a hygienic conditions. The Cook - Cum- Attendant has also to ensure that the gas stove/cylinder has been properly switched off and the cylinder has been placed in the store taking all precautions to avoid any untoward incidents. Help in procurement / transportation of material. Any other related miscellaneous job assigned by the Caretaker of Digha Runswick House/ in charge Runswick House, Annex Building and other Guest House & Holiday Home of WBSEDCL at Old Digha & New Digha.

"Assistant Caretaker" at Digha will assist the Caretaker of Runswick House, Annex Building and other Guest House & Holiday Home of WBSEDCL at Old Digha & New Digha in day to day work.

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Eligibility Conditions

- A) The Agency/ Company should be in continuous operation for a **minimum period of 05 yrs**. Necessary documents i.e. certificate of commencement/incorporation; list of present clients of the agency/company along with ongoing service contract order should be submitted. IT returns of last 05 F.Y. i.e. up to 2022-2023 should be submitted.
- B) It is mandatory that the Agency/Company should have following registrations & certificates:
 - i) Registration with the Regional Labour Commissioner, valid license under Contract Labour (R&A) Act, 1970.
 - ii) EPF Registration,
 - iii) ESI Registration
 - iv) GST Registration
 - v) Profession Tax

Necessary certificates must be submitted along with application.

- C) The Agency/ Company should have their Head/Registered/Corporate office within India and also a local office within the district of Kolkata or Howrah or Salt Lake or South or North 24 Parganas or Purba Medinipur which will be referred as "Local Office" herein after. Detailed address and location of the offices should be furnished. Necessary documents should be submitted with application. If it is felt necessary, WBSEDCL reserves the right of physical inspection without giving any prior notice. If the Agency/Company changes location of its office within the contract period, the same must be intimated to the Addl. General Manager (HR&A), Common Service Cell in written manner with supporting documents. In case of proprietorship agency, the address of the office and residence should not be same.
- D) The agency/company will ensure to pay the minimum wages and all statutory payments payable to labour as per the govt. norms as notified time to time by the Govt. of WB.
- E) The agency/company should have Average Annual Turnover not less than Rs.7, 35,000/- in last three F. Y. i.e. 2021-22, 2022-23 & 2023-24. Audited annual accounts for Companies registered under companies Act and Accounts certified by any Chartered Accountant in case of entities other that company should be submitted.
- F) The participating agency/company should not be blacklisted or holiday listed by any Govt. office and/or PSU in last three F.Y. i.e. **2021-22**, **2022-23 & 2023-24**. Undertaking by the authorized signatory of the participating agency/company on **non-judicial stamp paper of Rs.100/-** should be submitted to that regard.
- G) The agency/company should have successfully completed their service contract in any Govt. office and/or PSU in last three F.Y. i.e. 2021-22, 2022-23 & 2023-24 Necessary completion certificate obtained from the client should be submitted.
- H) No joint venture and/or consortium will be allowed.
- No preference will be allowed to any agency/company based on its geographic location or size of the company/agency.

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Terms & Conditions

i) Type of Tender:

This tender is **02(two)** part tender comprises the following: -

- a) Techno-Commercial Bid, which proves the eligibility of the participant. If any participant fails in any parameter of the eligibility criteria will liable to be disqualified from participating in the tender.
- b) After completion of thorough checking of Techno-Commercial Bid, **Price Bid** of the techno-commercially eligible participants will be opened from which lowest offered rates will be obtained.

ii) Acceptance of Tender: -

Participants shall ensure that all the eligibility conditions are duly fulfilled by them and if there be any dispute regarding non-submission of any documents, WBSEDCL reserves the right to cancel that bid unilaterally without assigning any reason. Necessary intimation will be given to such regard.

iii) Availability of Tender Booklet: -

The tender documents will be available in PDF format at the official website of **WBSEDCL** i.e. <u>www.wbsedcl.in</u> and in the e-tendering website <u>https://wbtenders.gov.in</u>. Participants have to download the same from these websites.

iv) Pre-bid Meting: - A pre-bid meeting will be conducted on the date and time stipulated in the NIT at the conference room of Corp. Common Service Cell at 8th floor 'B' Block of Vidyut Bhavan in presence of the Tender Committee and the authorized representative of the intending participants to clarify doubts (if any) from both ends of WBSEDCL as well as the intending participants prior submission of tender. Any representative without proper authorization from the participating agency/company will not be allowed to participate in the pre-bid meeting under any circumstances.

v) Earnest Money: -

An Interest Free Refundable Earnest Money of Rs. 25,000/- (Rupees twenty five thousand) only should be deposited through online mode i.e. Net-banking/RTGS/NEFT through e-tendering website. Earnest Money deposited in any other form will not be accepted. Details of online transaction should be mentioned properly in the prescribed format in Application from. At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application declared as disqualified, the EMD will be refunded to the participant through online mode through e-tendering website automatically in an automated process by NIC portal on receipt of updated status of any bid.

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- a) Net-Banking through payment Gateway.
- b) RTGS/NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a prefilled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled 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.

Refund/settlement of EMD amount: -

- At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application declared as disqualified, the EMD will be refunded to the participant in online mode through e-tendering website automatically in an automated process by NIC portal on receipt of updated status of any.
- > For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following procedures.

However, WBSEDCL reserves the right to forfeit the above Earnest Money in whole under the following situations, if felt necessary and decided by the Tender Committee: -

- a. Incomplete Submission of Offer, i.e. Agency/Company should have to quote for all three services of this tender.
- b. If the Bid is withdrawn during validity period or any extension thereon.
- c. If the bid is varied or modified in a manner not acceptable to this organization during the validity period or any extension thereof.
- d. If the bidder whose bid has been accepted, fails to furnish the security deposit within two weeks of acceptance of bid.
- e. If in any point of time during the evaluation process of this tender it is found that Agency/Company has submitted fake documents or details furnished by them is incorrect.

vi) Security Deposit: -

On finalization of tender and placement of order to the Successful bidder, an Interest Free Refundable Security Money of Rs.1,00, 000/-(One lac) should be deposited within 07 (seven) working days from the date of placement of order. The Security Money may be deposited either in form of Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee drawn from any nationalized/scheduled bank in favour of West Bengal State Electricity Distribution Company Ltd. payable at Kolkata. After completion of successful contract period the same will be refunded to the Agency/Company against their application for refund. In case of renewal of contract (if necessary), the same may be retained further on mutual agreement.

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However, WBSEDCL reserves the right to forfeit the above Security Deposit in whole during the validity period in following cases, if felt necessary and decided by the competent authority of WBSEDCL: -

- a. If the Agency/Company is being disqualified or holiday listed by WBSEDCL resulting termination of contract.
- b. In case of breach of any terms of service contract.

After deposition of the above Security Money, Earnest Money of the L1 bidder deposited at the time of submission of tender will be refunded.

vii) Submission of Tender: -

Application should be submitted through e-tendering website only. However, the participating agency/company may submit their **Techno-Commercial Bid only** at the office of the **Additional General Manager (HR&A), Common Service Cell, 8th floor 'B' Block, Vidyut Bhavan** within the time and date stipulated in this booklet. There will be no consideration to allow any participant to submit application beyond the stipulated time and date.

Techno-Commercial Bid along with all requisite and relevant documents duly attested by the authorized signatory of the participating agency/company should be placed in a sealed envelope mentioning **"Techno-Commercial Bid"** on the envelope. Press Notification No., etender id, name of the participating Agency/Company should be written prominently on the envelope.

Following points shall be strictly followed by the intending bidders: -

- a) A bidder desirous of taking part in this tender shall login to the e-procurement portal of Government of West Bengal i.e. https://wbtenders.gov.in using his login ID and password.
 - i) After selecting the tender, the bidder shall initiate payment of EMD through **Online mode:** If the bidder intends to deposit the Earnest Money online through e-tendering portal, one of the following methods can be opted: The payment can be made through Net-banking through Payment Gateway.

Or

Through RTGS/NEFT: - on selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and 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.

viii) General instructions for online payment: -

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

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- b) Status of NEFT/RTGS payment through Challan for the bid may take time for bank settlement which is updated in 24 hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode make payment well before 24 hrs. to avoid any complicacy.
- c) In case actual EMD amount as per NIT is more than 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).
- d) 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.
- e) 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.

ix) Opening of Tender:-

At first EMD Submission will be checked for each participated bidders afterwards techno-commercial bids of the qualified bidders who has deposited EMD in proper manner will be opened. After thorough scrutiny of the techno-commercial bids, price bid of the techno-commercially qualified bidders will be opened. Representative from the participating agency/company should bring authorization letter with themselves at the opening of tender and submit the same prior opening of technical bid.

x) Evaluation of tender:-

- a. Evaluation of **Techno-Commercial bid** will be done on the basis of merit of the documents submitted by the participants as per **Annexure-II** of the NIT.
- b. After aggregation of rates of Sl. no. 8, 9 of Annexure-III, the lowest bid will be selected. Formula fitted for evaluation is mentioned in the lower section of **Annexure-III**.
- c. In case of receiving same rates by two or more participants, negotiation may be done if Committee decides to do so.

In the matter of evaluation decision of the Committee will be final.

xi) Evaluation Parameters:-

L1 rate will be obtained on the basis of the aggregate value of Sl. no. 8 & 9 of the Price Bid.

xii) Pre-bid meeting:-

A pre-bid meeting will be held In presence of the Committee Members and authorized representative of the intending Agencies/Companies on the stipulated date to clarify doubts (if any) from both ends of WBSEDCL as well as the intending participants prior submission of tender. Site inspection may be done on the same day if needed.

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xiii) Modification/Corrigendum/Amendment of NIT:-

WBSEDCL reserves the right to modify the bid document at any time by issuing addendum/corrigendum and uploading the same in the web portal, but not later than 5 (five) days prior to the deadline for submission of bids. Such addendum/corrigendum shall be binding on the bidders and shall have to be submitted as integral part of the bid. In order to afford prospective bidders reasonable time to take the addendum/corrigendum into account while preparing their bids, WBSEDCL may, at its discretion, extend the deadline for bid submission.

xiv) Award of Contract:-

After evaluation of all requisite documents and finalization of lowest rate on aggregate basis the lowest bidder will be awarded with the Contract.

xv) Rate:-

After finalization of rates, the same will be firm for the entire contract period. If any issues regarding enhancement of rate arises during the contract period the same will not be entertained. If there any changes in statutory subject(s) made by the Govt. of India as well as Govt. of WB resulting impact on finalized rates, the same will be placed under purview of competent authority and will be finalized as per decision taken and the contractor Agency/Company will have to accept that decision.

xvi) Agreement:

After finalization of Agency/Company, a mutual agreement (Annexure-VII) will be signed between WBSEDCL and the selected Agency/Company on Rs.100/- non-judicial stamp paper which should be arranged by the Agency/Company. The Additional General Manager (HR&A), Common Services Cell will sign the agreement on behalf of WBSEDCL.

- xvii) All payments for that month to the staffs should be completed by 07th day of the next month by NEFT transfer (Bank only by the concerned agency.
- xviii) PF, Bonus and ESI will be deposited by the agency as per stipulations laid down in Central Acts, Laws on social security. This will be confirmed to the appropriate authority for verification during processing and final payment of bills of particular month.
- xix) Bonus will be calculated on monthly basis but the same will be disbursed to the staffs and reimbursed to the agency on quarterly or half yearly or annually (as the case may be) basis against submission of bill by the concerned agency.
- xx) The agency should provide Paysilp (showing details of payment and deductions), Annual PF Statement and Identity Card to each staff.
- xxi) The agency must comply to the provisions of various statutory Acts/Rules/Guidelines governing such contracts and engagement such as The Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees' State

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Insurance Act 1948, Payment of Wages Act 1936, Minimum Wages Act 1948, The Payment of Bonus Act 1965, The Contract Labour (Regulation & Abolition) Act 1970 and any other Acts if any come into force in due course of engagement.

xxii) Working Procedure:-

Assistant Caretaker & Cook - Cum- Attendant:-

The staff to be deployed will perform his duty on daily basis as well as directed by the Caretaker, Runswick House. Being the places of work are high profile in nature, there will be no specific holiday like Saturday, Sunday and other notified holidays. However, the staff to be deployed may enjoy one weekly off-day as per discretion of the Caretaker, Runswick House. No overtime will be paid for this job.

The Caretaker, Runswick House will send the coloured scan copy of the duly certified attendance sheet to you via e-mail on every last day of the month.

Driver:-

The staff to be deployed will perform his duty on daily basis as well as directed by the Incharge of C. S. Cell Vehicle Pool. The driver should maintain his duty records on daily basis in the vehicle log book provided from C. S. Cell Vehicle Pool which should be signed by the In-charge of C. S. Cell Vehicle Pool or by the official under whom the pool service was provided.

The driver should always keep the vehicles in good condition. Any kind of issue(s) related to the vehicles should be reported to the Vehicle Pool In-charge. If any damage(s) of the car(s) occurs due to fault of your driver and such damage(s) is to be made good by incurring expenditure by WBSEDCL then such expenditure will be adjusted against your monthly bill by the way of deducting from your bill.

The driver should done tit bit repair/servicing, pollution check, payment of toll tax and /or any incidental charges etc. i.r.o. the car(s) from his own pocket which will be reimbursed to him from C. S. Cell.

The monthly minimum wage will be paid for 8-hour duties over 26 days per month, as per standard regulations. The outsourced manpower may enjoy one weekly off-day. Any work performed on holidays beyond the 26 days will attract daily wages as applicable. Bonus, Provident Fund (PF), and Employee State Insurance (ESI) will be calculated based on the monthly minimum wage and any extra duty based on standard 8 hours workday basis. Overtime beyond the standard 8-hour workday will be compensated at a rate of ₹40/- only per hour.

The attendance as well as duty hours will be calculated on the basis of the vehicle log book duly signed by the concerned official(s). You have to collect the signed log book from the driver on every last day of the month.

All staffs should be dressed properly during the working hour(s) and I-cards should be provided.

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(A Govt. of West Bengal Enterprise)

CORPORATE COMMON SERVICE CELL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK)

BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA – 700091, INDIA PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859

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xxiii) Billing/ Invoicing and submission:-

Monthly Bill/Invoice should be prepared in following manner maintaining the guidelines of GST for billing/invoicing.

The bills/invoices should be submitted in triplicate along with attendance sheet duly signed by the concerned officer-in-charge of WBSEDCL along with Salary Slip, wages payment particular, wages payment receipt (NEFT Details), Prof. Tax Challan, ESI Challan & EPF challan to the Additional General Manager (HR&A), Common Service Cell, WBSEDCL, 8th floor 'B' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata – 700091.

Payment:-After submission of bills/invoices, Payment will be made in due course by the Sr. Manager (F&A)/ Manager (F&A), Establishment Corporate, 6th floor 'B' Block, Vidyut Bhavan.

xxv) Deduction/Penalty/Liquidated damage: -

a. Deduction:-

- i) In case any of contractor's personnel(s) deployed under the contract is remain absent and contractor is unable to provide suitable substitute, deduction of amount equivalent to one day's minimum wage & allied charges, i.e. "Existing Minimum Wage of Absentee & allied charges /26" per head per day will be done.
- ii) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and deduction as mentioned in point xxv) a. i) shall be levied.

b. Penalty/Liquidated damage: -

- i) In case of any complaint is received attributable to misconduct / misbehavior of contractor's personnel, penalty @ 2.5% for each such incident shall be levied on concerned contractor's personnel's monthly wage after further enquiry from AGM (HR&A), Common Service Cell. Moreover, the concerned contractor's personnel shall be removed from the system immediately.
- ii) In case the contractor fails to execute the work as stipulated in the agreement or for unsatisfactory performance or if it does not meet the statutory requirements of the contract, the concerned authority reserves the right to impose the penalty @ 2.5% of value assessed for incomplete and/or completed unsatisfactorily work.

The **Deduction/Penalty/Liquidated damage** shall be recovered out of the Pending Bills/Performance Security of Vendor. The company reserves the right to forfeit a part or whole of the performance security or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of You, verbal or written. You or Your employees will not be allowed to take out any item without the explicit written authority of the Officer-in-Charge.

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xxvi) Validity of Contract:-

The Contract will be valid for the period of **02** (**two**) years from the date of agreement which should be signed within **07** (**seven**) days from placement of the LOA. The validity period may be extended or the contract may be renewed if required by the authority on mutual basis.

xxvii) Cancellation/Termination of Contract before expiry period:-

The contract will be terminated as per discretion of the authority of WBSEDCL for the ground mentioned below and in that case the security money deposited will be forfeited. Following are the grounds that may lead to termination of contract and initiation of process for holiday listing of the agency/company:-

If the agency/company

- a. Fails to provide service or provided service unsatisfactorily for more than two occasions.
- b. Fails to abide by the condition of the service contract.
- c. Found to submit false particulars at the time of tender submission or indulged in any type of forgery or falsification of records.
- d. Changes its constitution without proper intimation to or without approval of the enlistment authority.
- e. Changes its permanent/business address without prior intimation to the enlistment authority.
- f. Declared or is in the process to be declared bankrupt/insolvent, winding up/dissolved/partitioned.
- g. Persistently defaulted in settlement of Statutory Taxes such as Income Tax, GST, Wages, Bonus, ESI and EPF etc.
- h. Forms cartel or practicing unfair trade practice including overcharging, price fixing etc. as defined in various statutes.

If any evidence found regarding the above cases or any disciplinary action taken by any Government body against the agency/company will attract penal measures as deemed fit would be imposed on the agency/company by WBSEDCL.

xxviii) Legal Jurisdiction:-

Any legal dispute that may arise between the parties relating to any provisions of the Order/Contract shall adjudicated by the Hon'ble High Court, Calcutta or any of its subordinate courts having competent jurisdiction.

xxix) Force Majure :-

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, pandemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall, by reasons of such event, be entitled to terminate this contract nor shall either

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party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Controlling Officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Company shall be at liberty to take over from the Contractor at a price to be fixed by WBSEDCL, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Company may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Company elect to retain.

WBSEDCL shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

xxx) Default Risk:-

In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point **xxv** (a).i) shall be levied. If WBSEDCL compelled to execute the work by any other method, the cost involve in the execution of work will be recovered with penalty from the Pending Bills/Performance Security of the Contractor. The company reserves the right to forfeit a part or whole of the performance security or/and cancellation of contract in case of repeated instances of bringing the same to the notice of the contractor, verbal or written. The contractor or his employees will not be allowed to take out any item without the explicit written authority of the Officer-in-Charge.

xxxi) The company reserves the right to reject or accept any or all tenders without assigning any reason whatsoever.

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Annexure-I

Key Dates & Time Span

Date of publishing of Press Notification	09-12-2024	Day 01
Date of uploading of NIT at WBSEDCL's website www.wbsedcl.in as well as in NIC Portal https://wbtenders.gov.in (Publishing Date)	09-12-2024	Day 01
Tender Booklet downloading start date	09-12-2024	Day 01
Pre-Bid Discussion	13-12-2024	Day 04
Online Bid submission starts on & from	17-12-2024	Day 08
Last date of online Bidding, submission of Bid documents	03-01-2025	Day 25
Techno-commercial bid opening date	07-01-2025	Day 29
Financial bid opening date	The date & time will be intimated after evaluation of Techno- commercial bid	

If any date as stipulated above falls on a holiday or half day then proceeding of that date will be executed on the immediate next full working day.

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Annexure-II

Format for Techno-Commercial Bid (Part-I)

Techno-commercial Requirement for Engagement of potential Agency/Company for providing Engagement of Agency for providing Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL..

1.	Name of firm/Agency/Company	:	
2.	Detailed Address & Telephone No.		
	\		Address
	a) Head Office	:	Telephone No.
	b) Registered Office at Kolkata/Howrah/Salt Lake/		Address
	North 24 Parganas/South 24 Parganas (Mark the location)	:	Telephone No.
3.	Contact Details:		
			Name:
	a) Authorized person at Head Office	:	Telephone& Mobile no:
			e-mail:
	b) Fax number (if any) of Local Office	•	ų.
	c) Email address of Local Office	:	

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	d) Details of personnel	of Local Office			1
	Particulars	Head of the Off	ice	Responsible Person I	Responsible Person II
	Name:				
	Telephone & Mobile	Telephone No.		Telephone No.	Telephone No.
	No: Mobile No.			Mobile No.	Mobile No
	e) Website URL (if any		:		
4.	Trade License no (Cop enclosed)	y should be	:		
5.	PAN No. (Copy should	be enclosed)	:		
6.(a)	GST Registration No. (enclosed)	Copy should be	:		
6.(b)	GST Registration Type Composite) (Document submitted)		:		
7.	Certificate of Incorpor of Commencement in Private/Public Limited	case of	•		
8.	Company Identification	n Number (if any)	:		
9.	Professional Tax Reg.	no (if applicable):	:		

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10.	Registration details with the Regional Labour Commissioner	:	
11.	EPF Registration details	:	
12.	ESI Registration details	:	
14.	IT Return for F.Y. 2021-22, 2022-23 & 2023-24	:	
15.	Average Annual Turnover for F.Y. 2021- 22, 2022-23 & 2023-24	:	
16.	List of Clients with ongoing service contract (Documents should be enclosed)	:	
13.	Whether the firm had been removed from approved list of Manpower providing Agency from any organization?	:	Yes/No (if yes, give details)
14.	Whether the firm is demoted to a lower class of Manpower providing Agency at any organization?	:	Yes/No (if yes, give details)
15.	Whether the firm is having business banned/ suspended by any government department in the past?	:	Yes/No (if yes, give details)
16.	Whether the firm is convicted by a court of law?	:	Yes/No (if yes, give details)

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17.	Whether business activities of the firm have been suspended and they are subject to legal proceeding?	:	Yes/No (if yes, give details)
18.	Whether the firm was disqualified pursuant to administrative suspension or disbursement by any Department?	:	Yes/No (if yes, give details)
19.	Whether already enlisted with other department (except any other department of WBSEDCL)	:	Yes/No (if yes, give details)
20.	Work experience details in support of execution of work with reference to Terms & Conditions	:	
21.	Filled up Annexure- III, IV,V & VII	:	
22.	Fees	Pay	ment Details
	Details of	:	Earnest Money
	Payment Mode	:	
	Reference Number	:	
	Payment Date	:	
	Amount	:	-
	Payment Bank	:	
	Branch name	:	
	Whose favour	:	
23.	Enclosures	1	

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- Experience Certificate of personnel of Local Office.
- ii) Attested copies of all requisite registration certificates.
- iii) Client List.
- iv) Earnest Money.
- v) Necessary completion certificate of successful contract obtained from the client should be submitted vi) Certificate of Incorporation & CIN (if any).
- vii) Prof. Tax Registration Certificate
- viii) Desired IT Returns

- ix) Audited annual accounts for Companies registered under companies Act and Accounts certified by any Chartered Accountant in case of entities other that company should be submitted of last three F. Y. i.e. 2021-22, 2022-23 & 2023-24.
- x) Filled up Annexure III, IV, V & VII
- xi) Undertaking i.r.o. non blacklisted or holiday listed should be submitted by the authorized signatory on non-judicial stamp paper of Rs.100/-

-Declaration-

- 01. I/we certify that I/we have read the Enlistment Rule of WBSEDCL and am/are prepared to abide by them as amended form time to time.
- 02. I/we certify that the information given in the Technical Bid is true to the best of my/our knowledge. I/we also understand that in case any information is found wrong. I/we am/are liable for cancellation of Bid and to be debarred for enlistment/ tendering process in future.

Signature(s) of the Authorized Signatory with seal of Local Office

Signature(s) of the Authorized Signatory with seal of Head Office

Note: - The complete application form along with DD/PO should be submitted to the Office the Additional General Manager (HR&A), Common Service Cell, WBSEDCL at 8th floor B Block of Vidyut Bhavan at Block-DJ, Sector-II, Bidhannagar, Kolkata-700091.

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Annexure-III

Format for Price Bid (Part-II)

Price Bid for Engagement of Agency for execution of Service Contract for providing Engagement of Agency for providing Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL..

Sl. no.	Name of Heads	Amount (Rs.)
1	Monthly minimum wages payable to each skilled staff (Driver)	12044.00
2	Monthly minimum wages payable to each skilled staff (Cook - Cum- Attendant)	12048.00
3	Monthly minimum wages payable to each semi skilled staff Assistant Caretaker (Assistant Supervisor)	10952.00
4	Bonus calculated per month and payable annually	@ 8.33% of the minimum wages
5	(+) Employer PF contribution for employee	13% of the minimum wages
6	(+) Employer ESI contribution for the employee	3.25% of the minimum wages
7	Net Payable to staff	Sum of above
8	Profit percentage (%) of the agency on monthly minimum wages	
9	GST applicable on above	

^{*} The rates mentioned above under Sl. no. 1 to 6 are as per the directives of the concerned departments are in force at present.

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^{**} Only the statutory payments (Sl. no. 1to 6) are variable in nature and will be modified time to time as per notification of the concerned deptt. The rate of Profit percentage (%) will be fixed for the entire contract period however the amount of profit will be variable in nature.

^{***} L1 rate will be obtained on the basis of the aggregate value of Sl. no. 8 & 9.

^{****} This format is only for reference. This should not be submitted with technical document.



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Annexure-IV

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(FC	Tender Committee for verification in support of eligibility)
	sentative of M/s. Partner /Legal Attorney /Accredited
	, solemnly declare that
1.	We are submitting Tender for the Service Contract for providing Manpower as Driver for WBSEDCL at Vidyut Bhavan, Cook - Cum- Attendant at Runswick House & Assistant Caretaker (Assistant Supervisor) at Runswick House, Annex building and other Guest House & Holiday home of WBSEDCL Home at Old Digha & New Digha.
2.	None of the Partners of our firm in relation directly or indirectly with an employee(s) of WBSEDCL.
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.	Quoted rates for the service under each stipulated Category are as per specification as mentioned in the NIT.
6.	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/Security Deposit whichever will be available at that time and banning/delisting of our firm and all partners of the firm etc.
	Signature(s) of the Authorized Signatory with seal of Local Office
	Dated
	100 Louis

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Annexure-V

Letter to be submitted by the Agency/Company in their letter head along with **Annexure - II**

To

The Tender Committee

Sub: Letter of Bid for the execution of Service Contract for providing Manpower of Different Category at Different Location under the Control of Corporate Common Service Cell, WBSEDCL.

Ref: N.I.T.No. WBSEDCL/CSC/SC/Manpower/ Dated.

Dear Sir,

We offer to execute the service contract as per your Service specification in accordance with the Terms & conditions of the NIT document as available in the website. The details of the Earnest Money being submitted by us has been duly furnished.

This Bid and your subsequent Letter of Acceptance / Contract 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(s) of the Authorized Signatory with seal of Local Office

Dated.....

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Annexure-VI

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed on a Rs. 100/- Non judicial Stamp Paper arranged by the successful Agency/Company after finalization of the Tender)

То	RefBank Guarantee No
West Bengal	
Dear Sir(s),	
referred to as the "owner" which expression sthereof include its successors, administr	ectricity Distribution Company Ltd. (hereinafter shall unless repugnant to the context or meaning ators and assigns) having awarded to M/s with registered/Head Office at
(Hereinafter referred to as "contractor" which or meaning thereof include its successors, a Owner's Letter of Award vide memo no Dated	expression shall unless repugnant to the context dministrators and assigns), a Contract issued by a: WBSEDCL/CSC/SC/Manpower /
We	
(Name & addres	
to as the "Bank", which expression shall unl	less repugnant to the context or meaning thereof

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include its successors, administrators and assigns) do hereby guar the Owner, on demand any or all moneys payable by the Cont	ractor to the extent of Rs. ay time up to
recourse or protest and/or without any reference to this Contractor	
Any such demand made by the Owner on the bank shall notwithstanding any difference between the Owner and the Contrabefore any Court, Tribunal, Arbitrator or any other authority. The revoke this guarantee during its currency without previous conservagrees that the guarantee herein contained shall to continue to be discharges this guarantee.	ctor or any dispute pending ne bank undertakes not to nt of the Owner and further
The Owner shall have the fullest liberty without affecting the Bank under the Guarantee from time to time to extend the to Contract by the Contractor. The Owner shall have the fullest liberguarantee to postpone from time to time the exercise of any power ight which they might have against the Contractor and to exerciany manner and either to enforce or to for bear to enforce any cover in the Contract between the Owner and the Contractor or any security available to the Owner. The Bank shall not be relieved of presents by any exercise by the Owner of its liberty with reference any of them or by reason of any other act of omission or commission or any other indulgences shown by the Owner or by any other which under law would, but for this provision have the effect of relieved.	ime for performance or the perty, without affecting this is vested in them or of any see the same at any time in mants, contained or implied other course or remedy or its obligations under these to the matters aforesaid or on on the part of the Owner matter or thing whatsoever
The bank also agrees that the Owner at its option shal guarantee against the Bank as a principal debtor, in the first ir against the Contractor and not withstanding any security or other have in relation to the Contractor's liabilities.	nstance without proceeding
Notwithstanding anything contained herein above our lies restricted to Rs and it shall remain in force up **(dd/mm/yyyy) and shall be extended from time to time for such M/s on whose behalf this guarantee has been	to includingperiod as may be desired by
Unless a demand or claim is lodged on us within a *(dd/mm/yyyy) we shall be discharged from all liabilities thereafter	
Dated this day of, 20 at	MX -1.5M/
	Addl. General Manager (HR&A)

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Common Services Cell



(A Govt. of West Bengal Enterprise)

CORPORATE COMMON SERVICE CELL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK)
BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA – 700091, INDIA
PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859 E-Tender ID: 2024_WBDC_778436_1

Dated.03.12.2024

W	T	rN	ES	S
vv	1 1	T 7 4		

(Signature)	(Signature)
(Name)	(Name)
(Official address)	(Official address)

* Till 3 (three) months after the validity of the Bank Guarantee.

** Up to 3 (three) months after the expiry of guarantee period.

Notes:

- 1. The Stamp Paper of appropriate value shall be purchased in the name of issuing bank.
- 2. The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of 03 (three) months should be added as claimed period from the last date of validity of the Bank Guarantee.

Addl. General Manager (HR&A

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(A Govt. of West Bengal Enterprise)

CORPORATE COMMON SERVICE CELL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK) BLOCK-DI, SECTOR-II, BIDHANNAGAR, KOLKATA - 700091, INDIA PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859

Dated.03.12.2024

E-Tender ID: 2024_WBDC_778436_1

Annexure-VII

PROFORMA OF CONTRACT AGREEMENT

(To be executed on a Rs. 100/- Non judicial Stamp Paper arranged by the successful Agency/Company after finalization of the Tender)

The AGREEMENT made this day of in the year
between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(WBSEDCL), a company incorporated under Companies Act 1956 having its registered Office at
"Vidyut Bhavan", Block-DJ, Sector-II, Bidhannagar, Kolkata-700091, hereinafter referred to as
the "Company" (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, hereinafter referred
to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be
deemed to include its heirs, executors, administrators, representatives and permitted assigns) of
the OTHER PART.
WHEREAS the Company invited tender vide Tender Notice No.
Wildian the Company market
WBSEDCL/CSC/SC/Manpower/ dtd: (Annexed hereto) for "Engagement of Agency for providing Manpower of Different Category at Different Location
under the Control of Corporate Common Service Cell, WBSEDCL.".
under the Control of Corporate Common Service Cen, wbsbbcb.
AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide
no dt the Techno-commercial part of which was opened on
and the Price bid was opened on (The tender offer is in custody of the Company at
present).
AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with
clarification(s), the Company accepted the said tender submitted by the Contractor and placed
clarification(s), the Company accepted the said tender submitted by the Contractor and placed
clarification(s), the Company accepted the said tender submitted by the Contractor and placed Letter of Award vide memo no. WBSEDCL/CSC/SC/Manpower/
clarification(s), the Company accepted the said tender submitted by the Contractor and placed Letter of Award vide memo no. WBSEDCL/CSC/SC/Manpower/ Dtd :

1. The Contractor agrees to undertake the work of "execution of Service Contract for providing Manpower as Driver for WBSEDCL at Vidyut Bhavan & Assistant Caretaker (Assistant Supervisor) at Runswick House, Annex building and other Guest House & Holiday home of WBSEDCL Home at Old Digha & New Digha." as per terms & conditions

Common Servi

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(A Govt. of West Bengal Enterprise)

CORPORATE COMMON SERVICE CELL

VIDYUT BHAVAN (8TH FLOOR, B BLOCK)
BLOCK-DJ, SECTOR-II, BIDHANNAGAR, KOLKATA – 700091, INDIA
PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

	Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859 Dated.03.12.2024 E-Tender ID: 2024_WBDC_778436_1													
E-	en	stipulated WBSEDCL	in	the	NIT	as	well	as Dtd:	Lette	r of	Awar referred	d/Ord	ler oove.	no.
	2.	The Comp												no
	3.	Both the Coregard to as been execu	ny disp	ute ari	sing out	of this	agreer	nent, 1	this agre	ement	shall be	deeme	ed to h	
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Addl. General Manager (HR&A Common Services Cell

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(A Govt. of West Bengal Enterprise)

CORPORATE COMMON SERVICE CELL

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PHONE 91-33-2334-5828, FAX 91-33-2359 1924, E-mail cscell@wbsedcl.in

Press Tender Notification no: WBSEDCL/CSC/SC/Manpower/859

Dated.03.12.2024

E-Tender ID: 2024_WBDC_778436_1

Annexure-VIII Vendor Mandate Form

(TO BE FIELD IN BLOCK LETTERS) 1. NAME OF THE VENDOR: 2. ERP VENDOR NO: 3. Vendor Type: Company/Partnership/Proprietorship/Self Help Group/HUF/Others (to be specified) 4. ADDRESS: 5. Telephone No.: 6. MOBILE PHONE NO.: 7. E-mail: 8. PAN NO.: (MANDATORY) 9. GST REGISTRATION NO: 10. GST REGISTRATION TYPE: COMPOSITE / REGULAR 11. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed) ij Name of the Account Holder: iij BANK NAME: iiij BRANCH NAME: ivj BRANCH ADDRESS: ivj BRANCH TELEPHONE NO.: v) Account type (whether SB or Current): vij ACCOUNT NO: vij BANK'S HICR CODE: vij BANK'S HICR COUNT NO: vij BANK'S HICR CODE: vij BANK'S HICR CODE: vij BANK'S HICR COUNT NO: vij BANK'S	MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENT						
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Date: SIGNATURE OF BANK OFFICIAL WITH SEAL	should be given.]						
Date: SIGNATURE OF BANK OFFICIAL WITH SEAL							
	Date:	SIGNATURE OF BANK	OFFICIAL WITH SEAL				

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Addl. General Manager (HR&A)
Common Services Cell



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CORPORATE COMMON SERVICE CELL

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Dated.03.12.2024



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WBSFDIL

Addl. General Manager (HR&A Common Services Cell