



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Planning, Investigation & Design Department

Data Centre Complex (4th Floor), Action Area - 1, Street no. 41,
33/11 KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata-700 163

Phone: 033-2324 1514/1516/1519 E-mail : cepidd@wbasedcl.in

Name Of the Work: Housekeeping & cleaning service by two unskilled labour to the Planning,
Investigation & Design Department, WBSEDCL, Data Centre Complex (4th
Floor), Action Area-I, Newtown, Kolkata-700163

NIeT No.: PIDD/NIeT/Housekeeping/2023-24/01

Dated: 10 .04.2023

Tender Document

Office of The Chief Engineer,
Planning Investigation & Design Department (PIDD),
WBSEDCL
Data Centre Complex (4th Floor), Action Area- 1, Street No. 41,
33/11kv Sub-Stn Campus (Near Dlf-1), New Town, Rajarhat, Kolkata- 700 163



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Phone: 033-2324 1514/1516/1519 E-mail : cepidd@wbsecl.in

SECTION: I

NOTICE INVITING e-TENDER (NIeT)

NIeT No.: PIDD/NIeT/Housekeeping/2023-24/01

Dated: 10.04.2023

The Chief Engineer, Planning Investigation and Designing Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163 on behalf of WBSEDCL invites e-tenders from the reputed and solvent agencies/companies having their proven experience to execute a service contract for a period of 02(two) years as enlisted Agency who will provide service like 02 numbers of Multi-Tasking Manpower (Unskilled) to the Planning Investigation and Designing Department, WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown in line with the terms and conditions mentioned hereunder.

Name of the Work	:	Housekeeping & cleaning service by two unskilled labour to the Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown.
Estimated Contract Value	:	Rs. 7,96,210.00 (excluding GST)
Amount of Earnest Money	:	Rs. 15,924.00
Publishing date in NIT Portal	:	17.04.2023 .0at 15.00 hrs..
Start date of Downloading of NIT	:	17.04.2023 at 16.00 hrs.
Bid submission starts on and from	:	26.04.2023 from 10.00 hrs..
End date of submission of Online Bid	:	16.05.2023 up to 16.00 hrs.
Website for downloading Enlistment Booklet, corrigendum and addendum	:	https://wbtenders.gov.in (only for download purpose)
Mode of submission of Earnest Money and Security Deposit	:	Earnest Money should be deposited either online i.e. RTGS/NEFT through e-tendering portal or in form of Bank Guarantee. Security Deposit may be submitted in form of Demand Draft/ Bank Guarantee (BG).
Submission of Bank Guarantee	:	BG must be submitted in favour of "West Bengal State Electricity Distribution Co. Ltd." payable at Kolkata issued from any Nationalized/commercial Bank

		except Co-operative Banks.
VALIDITY OF Earnest Money (in case of Bank Guarantee)		6(six) months from the due date of submission of tender and with a claim period of another 03(three) months
Date of opening of Techno-Commercial Bid	:	18.05.2023 at 15.00 hrs..
Period of Contract	:	2 years

1. Eligibility Criteria:

- A) The Agency/ Company should be in continuous operation for a **minimum period of 03 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 03 F.Y. should be submitted.
- B) It is mandatory that the Agency/Company should have following registrations & certificates:-
- Registration with the Regional Labour Commissioner, valid license under Contract Labour (R&A) Act, 1970.
 - EPF Registration,
 - ESI Registration,
 - GST Registration,
 - Professional Tax,
- Necessary certificates must be submitted along with application.
- C) The participating agency/company should have successfully executed and completed similar type of jobs in govt. offices and or PSUs or any reputed organization in last three years. Necessary successful completion certificate issued by concerned offices should be submitted.
- D) The Agency/ Company should have their Head/Registered/Corporate office within India and also a registered office within the jurisdiction any of Kolkata, Howrah, Salt Lake, New Town and South & North 24 Parganas 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 **Chief Engineer, Planning, Investigation & Design Department, WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown** in written manner with supporting documents. In case of proprietorship agency, the address of the office and residence should not be same.
- E) The agency/company will ensure to pay the minimum wages and all statutory payments payable to Unskilled workers for sweeping-cleaning manpower as per the govt. norms as notified time to time by the Govt. of WB.
- F) Any Consortium/Joint Venture will not be allowed.
- G) Participating agency/company should not be blacklisted by any govt. and or PSUs in last three calendar years. Undertaking of authorize signatory of vendors in the non-judicial stamp paper of ₹100 with the seal of the organization should be submitted.

H) No preference will be allowed to any agency/company based on its geographic location or size of the company/agency.

2. Key Dates:

Date of Publishing of NIT at WBSEDCL's website www.wbsedcl.in as well as in NIT Portal https://wbtenders.gov.in (Publishing Date)	17/04/2023	15:00 HRS
Tender Booklet downloading start date	17/04/2023	16:00 HRS
Pre-Bid meeting Date	24/04/2023	15:00 HRS
Online Bid submission starts on & from	26/04/2023	10:00 HRS
Bid submission closing date	16/05/2023	16:00 HRS
Techno-commercial bid opening date	18/05/2023	15:00 HRS
Financial bid opening date	The date & time would 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.

Contact Person:

The Chief Engineer,
Planning Investigation and Design Department
Data Centre Complex (4th Floor), Action Area- 1, Street no. 41,
33/11KV Sub-stn Campus (near DLF-1),
New Town, Rajarhat, Kolkata- 700 163

Website : www.wbsedcl.in

Contact Tel. nos. : 033-2324 1514/1516/1519

E-mail ID : cepidd@wbsedcl.in

Other information as well as terms and conditions, which are not covered above, are available in Instruction to Bidders and General Conditions of Contract of the Tender.


(M.K. Das)

Chief Engineer

Planning Investigation and Design Department
WBSEDCL

INSTRUCTION TO BIDDERS (ITB)

1. **NAME OF THE WORK:** Housekeeping & cleaning service by two unskilled labour to the Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown

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, he will be liable to be disqualified from 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 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.

iii) **Availability of Tender Document :** - The tender documents will be available only in PDF format at the e-tendering portal i.e. <https://wbtenders.gov.in>. There will be no sell of Tender document. Participants have to download the same from the above-mentioned websites.

iv) **An Interest Free Refundable Earnest Money** of 2% of estimated value should be deposited through online mode i.e. RTGS/NEFT through e-tendering website or through offline mode in form of Bank Guarantee drawn from any nationalized/commercial bank except Co-operative banks in favour of **Chief Engineer, Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex(4th Floor), Action Area-I, Newtown, Pin-700163** from any branches situated in Kolkata. Earnest Money deposited in any other form or partially through online and partially through BG will not be accepted. **Details of online transaction or details of BG should be mentioned properly in the prescribed format in Application form.** 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 through an automated process by NIC portal on receipt of updated status of any bid (in case of EMD submitted online) or by WBSEDCL in due course (in case of submitted in form of Bank Guarantee). Validity of the EMD BG should be 06 (six) months from the date of issuance.

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 through online mode through e-tendering website automatically through an automated process by NIC portal on receipt of updated status of any bid (in case of EMD submitted online) or by WBSEDCL in due course (in case of submitted in form of Bank Guarantee).
- 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, 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 but fails to furnish the security deposit within two weeks of acceptance of bid.
- e. If 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.

Please note that without submission of Earnest Money or inadequate submission of Earnest Money or Earnest Money deposited through other than online mode results in non-opening of Technical Bid.

- v) **Submission Of Bid:** Tender should be submitted through the e-procurement portal only. However, if EMD deposited in form of BG then the application along with BG and **without Price Bid** should be submitted at the office of the **Chief Engineer, Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown** in a properly sealed envelope 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. **E-tender ID of the Tender, submission date, opening date, matter of tender, name and address of the participating Agency/Company** should be mentioned clearly and prominently on the envelope.

The sealed envelope should contain the following: -

- a. One envelope containing BG for Earnest Money. E-tender ID, Notification No., name of the participating Agency/Company and the tag "**Earnest Money**" should be written prominently on the envelope.
- b. One envelope containing all requisite and relevant documents duly attested by the authorized signatory of the participating agency/company. E-tender ID, name of the participating Agency/Company and the tag "**Techno-Commercial Documents**" should be written prominently on the envelope.

2. Eligibility Criteria For Participation In The Bidding

- A. The Agency/ Company should be in continuous operation for a **minimum period of 03 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 03 F.Y. should be submitted.
- B. It is mandatory that the Agency/Company should have following registrations & certificates:-
 - Registration with the Regional Labour Commissioner, valid license under Contract Labour (R&A) Act, 1970.
 - EPF Registration,
 - ESI Registration,
 - GST Registration,
 - Professional Tax,
 - Necessary certificates must be submitted along with application.
- C. The participating agency/company should have successfully executed and completed similar type of jobs in govt. offices and or PSUs or any reputed organization in last three years. Necessary successful completion certificate issued by concerned offices should be submitted.
- D. The Agency/ Company should have their Head/Registered/Corporate office within India and also a registered office within the jurisdiction any of Kolkata, Howrah, Salt Lake, New Town and South & North 24 Parganas 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 **Chief Engineer, Planning, Investigation & Design Department, WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown** in written manner with supporting documents. In case of proprietorship agency, the address of the office and residence should not be same.
- E. The agency/company will ensure to pay the minimum wages and all statutory payments payable to Unskilled workers for sweeping-cleaning manpower as per the govt. norms as notified time to time by the Govt. of WB.
- F. Any Consortium/Joint Venture will not be allowed.
- G. Participating agency/company should not be blacklisted by any govt. and or PSUs in last three calendar years. Undertaking of authorize signatory of vendors in the non-judicial stamp paper of ₹100 with the seal of the organization should be submitted.
- H. No preference will be allowed to any agency/company based on its geographic location or size of the company/agency.

3. **Opening of Technical Proposal:** On the date of opening of Techno-Commercial Bids, Fees portion will be opened at first in presence of Tender Committee and the authorized representatives of the participating Agencies/Companies. 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. After thorough scrutiny of Fees submission documents, Techno-Commercial Bid of the eligible participants who have submitted the requisite fees in proper manner will be opened. After thorough scrutiny of the Techno-Commercial documents, price bid of the Techno-Commercially qualified bidders will be opened.

4. 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-I** of the NIT.
 - b. After aggregation of rates of Sl. no. 6 & 7 of Annexure-II, the lowest bid will be selected. Formula fitted for evaluation is mentioned in the lower section of **Annexure-II**.
 - 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.
5. **Working Procedure:** All the staffs engaged by the agency will be under supervision and control of the Officer-in-Charge of the Planning, Investigation & Design Department, WBSEDCL or the person assigned by the HoD of the Planning, Investigation & Design Department authorized by the authority of WBSEDCL. Attendance record/ register should be provided by concerned agency and maintained by Planning, Investigation & Design Department. All staffs should be available in the office during the working hour.
6. **Billing/ Invoicing and submission:** - 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 Planning, Investigation & Design Department, wages payment receipt, Prof. Tax Challan, ESI Challan & EPF challan, ECR etc. to **Chief Engineer, Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown.**
7. **Award of Contract:** Bidder whose bid has been accepted will be notified by the tender inviting & accepting authority through Acceptance Letter/ Letter of Award (LOA). 'Planning, Investigation & Design Department (PIDDD), WBSEDCL' will award the job to the successful bidder by placement of Letter of Award (LOA) after receiving all the requisite documents before the expiration of validity of bid, if the whole tender is not cancelled/ postponed by the tendering authority.
8. **Rate:** After finalization of rates, the same will be firmed 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.
9. 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).
10. 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 subsequent month.
11. 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.

12. All contract labours engaged by the contractor must have **photo Identity Cards (ICs)** from the first day of execution of work. Copy of ICs, duly issued by the contractors, are to be furnished to PIDD (controlling officer of the work), WBSDEL.
13. The contractor/staff will comply with all the statutory provisions **/Acts/Rules/Guidelines governing such contracts and engagement such as** e.g. Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Employees' Provident Fund and Miscellaneous Provisions Act, Employees Compensation Act, Employee State Insurance Act (1948) and other applicable act in this respect of employees engaged by them.
14. All contract labourers /staff engaged by the contractor must be ensured with the payment of wages within stipulated time and it should not be less than the rates of minimum wages as fixed for respective category of employment by the appropriate government, as per provisions of Minimum Wages Act 1948, from time to time, after being witnessed and certified by the competent authority. Copy of wage sheet containing names of contract labourers/staff, category of the labourers/staff wages paid, amount of Minimum Wages, Bonus, amount of PF,ESI (if applicable) contribution deducted signature and date of receipt of wages shall be submitted each month along with bill.
15. **Cancellation/Termination of Contract before expiry period:** The contract will be terminated as per discretion of the authority of WBSDEL 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 subsequently 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/dissolves/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 WBSDEL.

16. **Legal Jurisdiction:** Any legal dispute that may arise between the parties relating to any provisions of the Order/Contract be subject to superintendence and jurisdiction of High Court, Calcutta or any of its subordinate courts having competent jurisdiction.
17. The company reserves the right to reject or accept any or all tenders without assigning any reason whatsoever.

18. **Cost of Bidding:** The bidder shall bear all cost associate with the preparation and submission of their bid, WBSEDCL in no case shall be responsible or liable for these cost, regardless of the conduct or outcome of the bidding process.
19. **Fraudulent Practice:** If WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in execution of contract, that will be rejected.
20. **Tax, duties and other levies:** WBSEDCL shall not take any responsibility what so ever regarding any taxes under Indian Income Tax Act for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of income tax at source shall be made by WBSEDCL.

SECTION: III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definition Of Terms

In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction. The Company / purchaser / Owner / Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidut Bhavan, Block-DJ, Sector-II, Kolkata-700091. The Controlling Officer shall mean the Engineer designated by the Company for the purpose of this contract. Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

- The "**Contractor**" shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- The "**Sub-Contractor**" shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Controlling Officer and will include the legal representatives, successors and permitted assigns of such persons.
- Equipment/material shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto. The terms Services shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- Month shall mean calendar month.
- "Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- The work "Site" shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- "**Date of Contract**" shall mean the date of signing of Contract.
- "**Zero Date**" will be reckoned as the date of handing over the site.
- The "**Site**" shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- "**Contract Value**" shall be taken as the value of work as per contract agreement including any supplementary work order/ contract agreement issued.

2. Scope of Work

- i) Initially the Agency/Company will be liable to provide **sweeping cleaning manpower (Unskilled)** at Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown.
- ii) All the outsourced personnel should perform the job entrusted to them by the concerned officer-in-charge of Planning, Investigation & Design Department, WBSEDCL.
- iii) All the outsourced personnel should attend their duties at the designated place of posting on all the working days from 09:00 am to 06:00 pm and as per advice of the concerned Officer-in-charge of the Planning, Investigation & Design Department, WBSEDCL (if and when required).
- iv) All the outsourced personnel will enjoy all the Saturdays and Sundays as holidays and other holidays as declared by WBSEDCL. No daily wages payable will be deducted for those days. However, in case of necessity, the HoD can advise the outsourced personnel to attend office on any holiday(s) and/or Saturday and/or Sunday. No extra payment will be made for those duties.
- v) No pick-up and/or drop-off facility will be provided by WBSEDCL to the outsourced personnel under any circumstances. If any outsourced personnel be 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 wages.
- vi) 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 department until any guideline(s) and/or order(s) is issued by WBSEDCL and/or GoWB. If the outsourced personnel be 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.
- vii) The Service Contract will be valid for **02 (two) years** from the date of issuance of the Service Contract order or the date mentioned in the Service Contract Order.
- viii) The Service Charge/Profit percentage will be firm throughout the entire contract period and any request for increment will not be entertained under any circumstances. However, any change in govt. statutory will be taken up and may be modified as per decision of the competent authority of WBSEDCL.
- ix) All contract labourers /staff engaged by the contractor must be ensured with the payment of wages within stipulated time and it should not be less than the rates of minimum wages as fixed for respective category of employment by the appropriate government, as per provisions of Minimum Wages Act 1948, from time to time, after being witnessed and certified by the competent authority, Copy of wage sheet containing names of contract labourers/staff, category of the labourers/staff wages paid, amount of Minimum Wages , Bonus, amount of PF,ESI (if applicable) contribution deducted signature and date of receipt of wages shall be submitted each month along with bill.

- x) **Validity of Contract:** -The Contract will be valid for the period of **02(two)** years from the date of placement of the LOA or the upto the date mentioned in the LOA. The validity period may be extended or the contract may be renewed if required by the authority on mutual basis.
- xi) **Penalty/Liquidated damage:** - In case of damage of any property of WBSIEDCL caused by the staffs engaged by the agency, then the agency will be liable to repair the damage at their own cost or to reimburse the actual cost of repair done by the authority of WBSIEDCL in the mode of deduction from the immediate bill.

Monitoring of the levels of quality of the outsourced services shall be done on regular basis by the Officer-in-Charge of WBSIEDCL and in the event of quality of work being found to be unacceptable in any month due to deficiency in the office work for lack of manpower and/or any other reasons on the agency's side, "**Penalty**" will be levied and the same will be deducted from the contractor's bills/Performance Security in any case as detailed below: -

- a) In case any of contractor's personnel(s) deployed under the contract is absent and contractor is unable to provide suitable substitute, penalty equal to the wages of number of staff absent on that particular day shall be levied by the authority and the same shall be deducted from the contractor's bills.
- b) 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 **xxiv (a)** shall be levied.
- c) In case of any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, penalty @ 2.5% for each such incident shall be levied. Further the concerned contractor's personnel shall be removed from the system immediately.
- d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the concerned authority reserves the right to impose the penalty @ 2.5%.

The penalties shall be recovered out of 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 poor performance with no improvement in spite 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.

- xii) **Payment:** - After submission of bills/invoices, Payment will be made in due course by the Dy. G.Manager (F&A)/ DDO, Planning, Investigation & Design Department, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163.
- xiii) **Contract Agreement:** After finalization of Agency/Company and placement of LOA, a mutual agreement (**Annexure-V**) will be signed within 07 (seven) working days between WBSIEDCL and the selected Agency/Company on ₹100 non-judicial stamp paper which should be arranged by the Agency/Company. The Chief Engineer, Planning, Investigation & Design Department will sign the agreement on behalf of WBSIEDCL.

3. **Performance Guarantee :** As a Contract Security, the successful Bidder (L1 Bidder) shall have to furnish Performance Guarantee within **thirty (30)** days from the date of issuance of Letter of

Award (LoA)/ Order, in the form of Bank Guarantee amounting to 03%(three percent) of the Contract Value, as applicable, to guarantee the faithful performance and security of the Contract in accordance with all the terms and conditions stipulated herein and relevant format attached (**Annexure VI**). Performance Guarantee will also have the Guarantee for successful and satisfactory performance of the materials supplied under the Contract till expiry of the Guarantee period as stated in the Bid document. The Performance Bank Guarantee shall have to be valid up to end of the defect liability period with an additional claim period of minimum three (03) months and shall be renewed accordingly, if required.

If the accepted bid rate is 80% or less of the estimate put to tender, then Additional Performance Guarantee @10% of the Tendered Value, as applicable, shall have to be submitted by the successful Bidder in relevant format attached herewith. (**Annexure VII**).

The Additional Performance Guarantee shall be submitted in the form of Bank Guarantee from any scheduled Bank within **thirty (30)** days from the date of issuance of Letter of Award (LoA)/ Order.

The additional Bank Guarantee shall be valid till successful completion of the Contract with an additional claim period of Six (06) months.

4. **Refund Of Performance Guarantee** : Refund of Performance Bank Guarantee shall be subject to WBSEDCL's right to deduct / appropriate its dues against the Contractor or under this Contract. The Performance Guarantee for the Bid shall be released only after satisfactory expiry of guarantee period (defect liability period), as mentioned in the Letter of Award and certified as such by the Controlling Officer of the Work upon request by the Contractor.

SECTION-IV

FORMS

Annexure-I

Format for Techno-Commercial Bid (Part-I)

**Techno-commercial Requirement for Engagement of sweeping & cleaning labour (Unskilled) for
WBSEDCL at Planning, Investigation & Design Department, Data Centre Complex (4th Floor), Action
Area-I, Newtown, Pin-700163**

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

		Mobile No.	Mobile No.	Mobile No.
	e) Website URL (if any)	:		
4.	Trade License no (Copy should be enclosed)	:		
5.	PAN No. (Copy should be enclosed)	:		
6.(a)	GST Registration No. (Copy should be enclosed)	:		
6.(b)	GST Registration Type (Regular or Composite) (Document should be submitted)	:		
7.	Certificate of Incorporation/ Certificate of Commencement in case of Private/Public Limited Company	:		
8.	Company Identification Number (if any)	:		
9.	Professional Tax Reg. no (if applicable):	:		
10.	Registration details with the Regional Labour Commissioner	:		
11.	EPF Registration details	:		
12.	ESI Registration details	:		
13.	ISO 9001:2015 for Quality Management System	:		
14.	IT Return for last Three F.Y.	:		
15.	Average Annual Turnover for last Three F.Y.	:		
16.	List of Clients with ongoing service contract (Documents should be enclosed)	:		

13.	Whether the firm had been removed from approved list of outsourced service providing Agency from any organization?	:	Yes/No (if yes, give details)	
14.	Whether the firm is demoted to a lower class of outsourced service 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)	
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- II, III, V & VI	:		
22.	Earnest Money Payment Details			
	Mode of Payment (please tick the mode)	:	Online	Bank Guarantee
	Transaction/BG Reference Number	:		
	Transaction/BG Date	:		
	Amount	:		

	Issuing Bank	:	
	Branch name	:	
	Whose favour	:	
23.	Enclosures		
i) Attested copies of all requisite registration certificates ii) Client List iii) Earnest Money (Annexure-VI if submitted in BG)		iv) Certificate of Incorporation & CIN (if any) v) Prof. Tax Registration Certificate vi) Desired IT Returns vii) Audited Accounts for 2017-18, 2018-19 & 2019-20 viii) Filled up Annexure - III, IV & VI	
<u>-Declaration-</u>			
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 BG should be submitted to the Office the Chief Engineer, Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163.			

Signature Of The Bidder With Seal

Annexure-II

Format for Price Bid (Part-II)

Price Bid for deployment outsourced sweeping & cleaning labour for Planning, Investigation & Design Department, WBSEDCL, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163

Sl. no.	Name of Heads	Multi-Tasking Manpower (Unskilled)	
		Amount (₹)	
1	Monthly minimum wages payable to each staff	9784.00 (Per Month)	376 (Per Day)
		(As per minimum wage West Bengal Labour Comm. Memo No. 02/Stat/2RW/9/2022/LCS /JLC dt: 16/01/2023 w.e.f. 01/01/2023-30/06/2023)	
2	Bonus calculated per month	@ 8.33% of the minimum wages	
3	(+) Employer PF contribution for employee	13% of the minimum wages	
4	(+) Employer ESI contribution for the employee	3.25% of the minimum wages	
5	Net Payable to each staff	Sum of above	
6	Profit percentage (%) of the agency on monthly minimum wages	To be quoted by the bidder	
7	GST applicable on above (shall be paid extra)	18%	

* The rates mentioned above under Sl. no. 1 to 4 are as per the directives of the concerned departments are in force at present.

** Only the statutory payments (Sl. no. 1, 2, 3 & 4) are variable in nature and will be modified time to time as per notification of the Planning, Investigation & Design Department, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163. The rate of Profit percentage (%) will be fixed for the entire contract period however the amount of profit will be variable in nature. The bidders should not quote his profit percentage not below than Zero (0) percent.

*** L1 rate will be obtained on the basis of the aggregate value of Sl. no. 6 & 7.

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

Signature Of The Bidder With Seal

Annexure-III

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER in company's letter head

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

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

1. We are submitting e-Tender for the Service Contract for **providing outsourced sweeping-cleaning manpower (Unskilled) jobs at the offices of WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163**
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 fulfilment 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.....

Annexure-IV

Letter to be submitted by the Agency/Company in their letter head.

To

The Tender Committee

Sub: Letter of Bid for the execution of Service Contract for providing outsourced sweeping & cleaning labour (Unskilled) jobs at offices of WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163.

Ref: N.I.T No. _____

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 have 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.....

Annexure-V

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 thisday of in the year between **WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), (A Government of West Bengal Enterprise)**, 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 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 e-tender vide Tender Notice No. dtd:(Annexed hereto) for **"execution of Service Contract to provide outsourced sweeping-cleaning manpower (Unskilled) jobs at office of Chief Engineer, Planning, Investigation & Design Department, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163"**.

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 Letter of Award vide memo no. **WBSEDCL/PIDD/120/.....** Dtd:

NOW THEREFORE, The Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of **"providing sweeping-cleaning manpower (Unskilled) for outsourced jobs at offices of Chief Engineer, Planning, Investigation & Design Department, Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163"** as per terms & conditions stipulated in the NIT as well as Letter of Award/Order no. **WBSEDCL/PIDD/.....** Dtd: referred to above.

2. The Company agrees to pay the contractor as per the Letter of Award no **WBSEDCL/PIDD/.....** Dtd: referred to above.
3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature, on the day, the month and year written as above.

SIGNED, SEALED AND DELIVERED

..... Contractor Company
..... Witness Witness
..... Witness Witness

Annexure-VI

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(To be executed on a Rs. 100/- Non judicial Stamp Paper in the name of issuing bank arranged by the participating Agency/Company at the time of submission of bid)

Ref.....
No.....

Bank Guarantee

Date.....

To

The

.....

.....

West Bengal

Dear Sirs,

In accordance with invitation to bid under your Bid No.dtd:
M/s..... having its registered/ Head Office at (herein
after called the 'Bidder') wish to participate in the said bid of "**execution of Service Contract for
providing outsourced sweeping & cleaning labour (Unskilled) jobs at the offices of Planning,
Investigation & Design Department, WBSEDCL at Data Centre Complex (4th Floor), Action Area-I,
Newtown, Pin-700163**" and you, as a special favour have agreed to accept an irrevocable and
unconditional Bank Guarantee for an amount of ₹..... (Rupees.....) only valid upto on
behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent
for participation in the said bid.

We, the (Bank name) at (address)
having our Head Office at guarantee and
undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd., the
amount of...Rs..... only without any reservation, protest, demur and recourse. Any such demand
made by said 'Owner' shall be conclusive and binding on us irrespective of any disputes or difference
raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including *..... if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s. on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office has set its hand and stamp on this day of 20..... at

WITNESS

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

* This date shall be 30 (thirty) days after the last date for which the bid is valid.

Annexure- VII

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

Ref.....

Bank Guarantee No.

Date:.....

To

.....

West Bengal

Dear Sir(s),

In consideration of West Bengal State Electricity Distribution Company Ltd. (hereinafter referred to as the "owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. with registered/Head Office at (herein after referred to as "contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns), a Contract issued by Owner's Letter of Award vide memo no: **WBSEDCL/PIDD/.....** Dated..... for execution of **Service Contract for providing outsourced sweeping-cleaning manpower (Unskilled) jobs at offices of Chief Engineer, Planning, Investigation & Design Department, WBSEDCL at Data Centre Complex (4th Floor), Action Area-I, Newtown, Pin-700163** for two years (scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing no. dated..... Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ₹..... - (Rupees) only.

We..... (name & 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 and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent ₹..... (Rupees) only as aforesaid at any time up to*(day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall to continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner 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 in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.

The bank also agrees that the Owner 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 the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹..... and it shall remain in force upto including ** (dd/mm/yyyy) and shall be extended from time to time for such period as may be desired by M/s. on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including * (dd/mm/yyyy) we shall be discharged from all liabilities thereafter.

Dated this day of, 20..... at

WITNESS

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

Attorney as per Power of Attorney No.

Date

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

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

Notes: The Stamp Paper of appropriate value shall be purchased in the name of issuing bank.

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.

Annexure- VIII

Form-VI – DECLARATION BY BIDDER
(To be submitted on official letter head by the bidder)

Ref. No..... Dated:

To

The Chief Engineer,

Planning, Investigation and Design Department,

West Bengal State Electricity Distribution Company Limited, Data Centre Complex (4th Floor), Action Area-1, Street no. 41,33/11 KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata-700 163

NIEt No: PIDD/NIEt/Housekeeping/2022-23/ dt.

Amount put to tender (Tender Fee):

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I hereby like to state that I will fully accept all your conditions and offer to take up the work as per NIEt. No. stated above. I also agree to guarantee to replace any manpower, if found not satisfactory performance, to the satisfaction of the owner in conformity with the conditions of contract, specifications, bill of quantities and addenda.

Dated this _____ day of _____ 2023

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address: _____

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL