

Rural Connectivity Training And Research Centre

(under Panchayats & Rural Development Department, Govt. Of West Bengal)

PLOT No. B/4, SCHOOL AREA (PT.), KALYANI, NADIA

e-mail: wbrctrc.kalyani@gmail.com, rctrc.kalyani@gmail.com

Website: www.rctrcwestbengal.com



NOTICE INVITING TENDER

NIT No 004 /RCTRC/2025

Dated: 22.07.2025

Notice Inviting e-Tender

For

**Providing of outsourced manpower of different categories
in Rural Connectivity Training And Research Centre
(RCTRC) under P&RD Department**

Bidding Document

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

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ABRIDGED NOTICE INVITING e-TENDER

(Domestic Competitive Bidding)

NIT No 004 /RCTRC/2025

Dated: 22.07.2025

On behalf of West Bengal State Rural Development Agency (WBSRDA) under P&RD Department, The Manager (Training) of the Rural Connectivity Training And Research Centre, Kalyani, Nadia & Executive Engineer, P&RD Department, Govt. of West Bengal invites e-tender from resourceful, reputed, eligible, competent and established manpower service provider and Security Agencies, having registered offices in West Bengal for providing of outsourced manpower of different categories in RCTRC, Kalyani, Nadia. Detailed e-NIT may be seen & downloaded from RCTRC, Kalyani website: www.rctrcwestbengal.com / WBSRDA, P&RD Department website: www.wbprd.nic.in. Interested bidders may also obtain bidding documents by registering themselves to the e-tendering portal <https://wbtenders.gov.in> and thereby downloading the bidding documents from **10.00 A.M. on 24.07.2025**. The last date of submission of Bid is **14.08.2025 up to 03.00 P.M.**

Sd/-

**Manager (Training), RCTRC, Kalyani
&
Executive Engineer, P&RD Dept.
Govt. of West Bengal**

Rural Connectivity Training And Research Centre

(under Panchayats & Rural Development Department, Govt. Of West Bengal)

PLOT NO. B/4, SCHOOL AREA (PT.), KALYANI, NADIA

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Website: www.rctrcwestbengal.com

(Domestic competitive bidding)

Section -I

NOTICE INVITING e-TENDER

For

Providing of outsourced manpower of different categories in RCTRC, Kalyani

NIT No 004 /RCTRC/2025

Dated: 22.07.2025

1.0 On behalf of West Bengal State Rural Development Agency (WBSRDA) under P&RD Department, The Manager (Training) of the Rural Connectivity Training And Research Centre, Kalyani, Nadia & Executive Engineer, P&RD Department, Govt. of West Bengal invites e-tender from resourceful, reputed, eligible, competent and established manpower service provider and Security Agencies, having registered offices in West Bengal for providing of outsourced manpower of different categories in RCTRC Campus, Kalyani, Nadia.

2.0 Brief Scope of work

The scope of work shall be on the basis of single source responsibility. It will include the following but not limited:

- A. Engagement of outsourced manpower for performing duty in different categories at the premises of RCTRC Campus, Kalyani, Nadia. The selected bidders will have to place their personnel for duty within 24 hours of receipt of requisition placed.
- B. The engagement of security personnel may be round the clock or in three shifts depending upon the actual requirement.
- C. Perform the entire statutory obligation and duties to be allotted by the competent authority of the RCTRC, Kalyani as well as the P&RD Department.
- D. The prime object of the service is to maintain the entire premises of RCTRC Campus in a secure and clean condition.

a. For security Services:

- i. The duty for guarding will be round the clock i.e. 24 (Twenty-Four) Hours of each by rotation of three shift of 8 (Eight) hours.
- ii. There will be a roster (By name) of duty allocation of the security personnel prepared by the institution/Office in consultation with the agency. This roster must be adhered to.
- iii. Attendance Register will have to be maintained under the supervision of an assigned office employee for payment of remuneration.



iv. All the personnel will have to be supplied with a specific uniform to identify them by the agency.

b. For Housekeeping/Sweeping/Cleaning/ Laboratory Khalashi /Other Service:

The broad details of work covered under the scope are:

- i. Cleaning, sweeping and mopping of floors.
- ii. Thorough cleaning of toilets/urinals using provided cleaning material.
- iii. Thorough dusting of all furniture, railings, loose items in rooms and in common areas.
- iv. Apart from these works, the open spaces adjacent to this building is also cleaned.
- v. Different activities are to be carried out as per the specific requirement of various Tests related to road materials in RCTRC laboratory.
- vi. The agency shall maintain an Attendance Register of housekeeping personnel. The register of personnel shall be subject to check by the concerned officer of RCTRC, KALYANI. The personnel will render services on all working days and any other day as may be required, excluding holidays/public holidays. The personnel will maintain cleanliness of toilets, lavatories, floors etc. of Dining Halls, Kitchens, reception areas, all the rooms of Hostel Building, Academic Building, Guest House & Directors' House and all common toilets including every attached Toilets.

c. Jobs to be carried out daily:

- i. Cleaning of toilets, windows, washbasins, removing of all dust, unwanted materials, cleaning to be done with phenyl once in morning.
- ii. Cleaning of corridors, staircase and common area once with phenyl in morning.
- iii. Removing dust from furniture, floors, windows, doors, staircase, handrail etc.
- iv. Collecting waste papers, unwanted materials and disposal thereof at indicated locations.
- v. Cleaning of rooms by mopping floor with cloth soaked in water and phenyl.
- vi. Activities to be undertaken as per test specific requirement of road materials in RCTRC Laboratory.
- vii. All the daily services relating to premises will be accomplished before office hours, i.e. 9.30 a.m. unless specially preponed and accordingly advised. Even on Saturdays/Sundays all jobs relating to housekeeping will be completed (if required)

Location, Salient Features and Details of RCTRC Campus, Kalyani, Nadia: -

RCTRC Campus, Plot No. B/4, School Area (Pt), beside Binoy Bhaban, Kalyani, Nadia.

RCTRC Kalyani has 4 blocks within RCTRC Area	
i. Academic Block	1137 sqm
ii. Hostel Block	730 sqm
iii. Guest House	187 sqm
iv. Directors House	117 sqm

Some Salient features of RCTRC , Kalyani.

ACADEMIC BLOCK	HOSTEL BLOCK	GUEST HOUSE	Director's House
4Nos Class Rooms, with total 100 Seating Capacity	25 Nos Rooms with Residential Hostel Capacity of 27 beds	3 Double Bed Room with attached bath	Complete accommodation for Director
2Nos Faculty Rooms	Kitchen with Dinning Hall with Mess facility of 32 person capacity	Modular Kitchen	
4Nos Laboratory for testing of soil, aggregate, bitumen and cement concrete each separately.		Dinning Hall of Capacity for 8 Persons	
Conference & Meeting Hall of Capacity of 20 persons	02 Nos Recreation Hall for Male and Female separately	01 No Lounge	
1 No Director's Room			
1 No Office Support Staff Room			

The details of the required type of outsourced personnel and job descriptions are as follow

Sl. No	Name of Work	No. of Manpower	To be employed initially	Tenure of work	Source of Fund	Earnest Money to be Deposited
I	II	III	IV	V	VI	VII
A.	Guarding the RCTRC Building Campus including administrative building, Hostel Block, Guest House & Director's House also opening & closing of Gates of the Campus & overall watch round the clock. Security Guard without arms at Morning, Day & Night Shifts = (2+2+2+1) nos. = 7 nos.	7	7	1 (One Year)	PMGSY	70,000/-
B.	Caretaker cum Cook Electrician cum DG operator Multitasking Worker Group D / Peon Housekeeping / Cleaning Staff Gardener Lab Khalashi	19	1 1 2 0 4 1 3			

Table-1

Table-1I

Break up of salary for each category support staff:

- 1) The agency shall quote consolidated rate considering the followings: -**
- 2) Basic wages shall not be less than RS. 14,450/- for Group-C and Rs. 12,750/- for Group-D staff.**
- 3) EPF and ESI shall be as per norms i.e. 13% and 3.25% of Basic Wages respectively.**
- 4) Total amount payable to agency shall not exceed Rs. 17,000/- and Rs. 15,000/- in case of Gr. C and Gr. D staff respectively.**
- 5) Agencies service charge shall be calculated in the following manner:**
 - a) For Gr. C (Semi-skilled) [Rs. 17,000 – {Basic Wages + EPF + ESI}]**
 - b) For Gr. D (un-skilled) [Rs. 15,000 – {Basic Wages + EPF + ESI}]**
- 6) The highest basic wages quoted by the eligible agency shall be taken into consideration.**

NOTES: Applicable GST will be paid separately.

3.0 Quoted Price:

- i) The Bidder shall be required to quote their Financial Bid in a single consolidated statement
"Bill of Quantity (BoQ)" template (XLS format) which is available on the E-Tender Portal. The e- Tender Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template provided in the Portal.
- ii) The Bidder should quote rates for each and every category of security & other services in terms in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.
- iii) The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform & Liveries, Gratuity, Substitute and other statutory charges arising from time to time. The prices shall be exclusive of GST, which is payable as per Government of India norms notified from time to time.
- iv) The Minimum wages may vary time to time due to change of various rates related with Minimum Wages Act, Labour Acts by the Govt. notification by the authorised dept. of Govt. of India and Govt. of West Bengal.
- v)
 - a. At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
 - b. The Service tax as per government norms will be paid by this office to the agency entrusted at the same will be deposited to the government receipt head by the agency to be entrusted.
 - c. The agency will be bound to show the document of the deposit challan to this authority from time to time.
 - d. The agency will have to produce documents regarding submission of EPF, ESI contribution and wages pay roll of the previous month along the prayer for payment.

4.0 Period of contract:

The initial period of contract is for twelve (12) calendar months. However, the period may be extended up to thirty-six (36) calendar months with fixed percentage service charges based on the satisfactory performance of the Agency and with consent from the Agency.

5.0 Variation, Additions and Omissions

The authority of WBSRDA, P&RD Department reserves the right to alter, amend, omit or otherwise revise the requirement of manpower as may be necessary:

a) Increase of Number of Manpower:

The number of manpower may be increased as per requirement

b) Decrease of Number of Manpower

The number of manpower may be decreased as per requirement.

The authority of RCTRC, Kalyani, WBSRDA, P&RD Department at any stage of the contract may instruct the Agency to scale down the numbers of manpower. The Agency, at such circumstances, shall carry out the instructions of P&RD Department within a period of one month of receiving such instructions. No compensation in any form shall arise as a result of scaling down of manpower.

c) **New Categories of Manpower**

New categories of manpower may be provided by the Agency against the same contract. In such case the remuneration of the new category of manpower shall be fixed by WBSRDA, P&RD Department.

d) **Monthly rate of Manpower**

Monthly rate of manpower may be reviewed by the authority of WBSRDA, P&RD Department and may be amended time to time, if required.

6.0 Bid Security (Earnest Money Deposit (EMD)) :

- i) Earnest Money (EMD) of an amount of **Rs. 70,000 (Rupees Seventy Thousand)** only must be deposited by the bidder in online mode only following the memorandum of the Finance Department Audit Branch Memo No- 3975-F(Y) dated: 28th July, 2016. Payment to be made through ICICI payment gateway (online) in e- procurement portal **<http://wbtenders.gov.in>** for deposit and refund of EMD.
- ii) Copy of Earnest money deposit challan with clearly written UTR/Txn. number needs to be uploaded with technical document. Hard copy submission shall not be allowed. All document needs to be upload in appropriate folder.

7.0 For e-filling, intending bidder may download the tender documents from the website **<http://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Bid Security (EMD) shall have to be remitted through online **<https://wbtenders.gov.in>**. If the offer is submitted without or inadequate Earnest Money (Bid Security), the bid will not be opened. Incomplete offer is liable for rejection.

8.0 Qualifying Requirement for Bidders:

- a) Credential: -
 - i) Credential Certificate for last 3 years' experience of supply security personnel & different categories office staff under Govt. Institute / organization.
 - ii) Experience in handling road materials or having completed road works within the last three years under a Government or Semi-Government organization is essential, as the deployed security and office staff are expected to possess prior exposure to such environments, including familiarity with Road Material laboratory test equipment and the ability to provide necessary Road material testing assistance as required.
 - iii) Business experience for at least last 03 years i.e. 2021-22, 2022-23 & 2023-24 by providing outsource manpower in different category support staff/security guards/gunmen of that Selected Bidder.
 - iv) Credentials to prove their satisfactory past services in Govt., PSU & Other enterprises. Engagement order, work completion certificate should be provided.
- b) Registration under Private Security Agencies (Regulation) PSAR Act, 2005 and Labour License issued from the office of Labour Commissioner.
- c) Valid GST Registration certificate.

- d) PAN
- e) Profession Tax Registration certificate,
- f) Valid Registration Certificate under EPF Act, ESI Act etc. along with Code nos. under Employees Provident Fund Act and ESI Act.
- g) Minimum **thirty (30)** numbers of manpower & security guards employed in different organizations during the last financial year i.e. 2023-24.
- h) Minimum Average Annual Turnover (MAAT) which should not be less than **Rs. 50,00,000.00 (Rupees fifty lakh only)** during financial years 2021-22, 2022-23 & 2023-24.
- i) **Net Worth¹** in the last financial year (2023-24) shall be positive.
- j) Valid Trade License and its offices in West Bengal. Agencies operating from outside the state without office(s) in West Bengal will not be considered. The Bidder must give the proper address of office in west Bengal and its registered office.
- k) Govt. owned enterprise having similar business experience may also participate.

9.0 Validity of offer:

180 days from the date of opening of the technical bid. However, it may be extended in case of exigencies with consent from the successful bidder(s).

10.0 Schedule of Dates for e-Tendering:

SL. NO.	PARTICULARS	DATE & TIME
1.	Date of uploading of e-NIT Documents (Online)	24.07.2025 at 10.00 AM
2.	Documents download start date (Online)	24.07.2025 at 10.00 AM
3.	Pre- bid Meeting	31.07.2025 at 12.00 onwards at office of RCTRC, Kalyani, Nadia
4.	Bid proposal submission start date (Online)	24.07.2025 at 10.00 AM
5.	Bid proposal Submission end date (Online)	14.08.2025 at 15.00 PM
6.	Bid opening date for Technical proposal (Online)	16.08.2025 at 15.00 AM
7.	Date of Opening of financial bid	To be notified later.

11.0 The authority of RCTRC, Kalyani as well as WBSRDA, P&RD Department is not bound to accept the lowest / highest tender. WBSRDA, P&RD Department reserves the right to accept or reject any bid partly or fully or cancel the bid without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.

12.0 If the dates of any offline activity and opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates get deferred to next working days at same hours without any further notice.

13.0 A prospective bidder requiring any clarification on bidding documents may notify the authority of RCTRC, Kalyani or WBSRDA, P&RD Department by uploading the same in the e-tendering portal, which shall be available to all the participant bidders, as per Standard Format enclosed with this document **Form 2**, and **Form 3** not later than the date and time specified in e-NIT. The soft copy of the same must be sent in Excel format at the email address:

¹“Net worth” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

- 14.0** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 15.0** The Tender Inviting Authority reserves the right to modify, amend or supplement the Tender Document. Any corrigendum, notification concerned to this tender will be published in the e-tender portal <https://wbtenders.gov.in> and it will be part & parcel of the tender. The bidders are therefore advised to follow the website for such corrigendum, notification etc.
- 16.0 Consortium or Joint Venture for this work will not be considered.**
- 17.0** Other information as well as terms and conditions, which do not cover in the e-NIT, have been incorporated in **Instructions to Bidders (Section II)**, **General Condition of Contract (Section III)** and **Special Conditions of Contract (IV)** of this tender. Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III, wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.
- 19.0 Address for Communication**

The Manager (Training) (RCTRC, Kalyani)
RURAL CONNECTIVITY TRAINING AND RESEARCH CENTRE under PANCHAYATS
& RURAL DEVELOPMENT DEPARTMENT, GOVT. OF WEST BENGAL
Plot No. B/4, School Area (Pt.), Kalyani, Nadia
E-mail id: wbrctrc.kalyani@gmail.com / rctrc.kalyani@gmail.com
Website: www.rctrcwestbengal.com


Manager (Training), RCTRC, Kalyani
&
Executive Engineer, P&RD Dept.
Govt. of West Bengal

Section - II

Instruction to the Bidder

	A. Introduction
ITB. 1.0	<p><u>Name of the Work:</u></p> <p>Providing of outsourced manpower of different categories at RCTRC Campus, Kalyani.</p>
ITB.1.1	<p><u>Quantity to be quoted by the bidder:</u></p> <p>The agency shall have to quote consolidated rate including Basic wages, EPF, ESI, service charges etc. Applicable GST will be paid separately.</p>
ITB. 2.0	<p><u>Brief Scope of work</u></p> <p>As per e-NIT</p>
ITB. 3.0	<p><u>Responsibility of bidders</u></p>
ITB.3.1.	<p>The P&RD Department will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the WBSRDA, P&RD Department. Verbal agreement or conversation with any employee of the P&RD Department either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.</p>
ITB.3.2.	<p>It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price and period of supply of Equipment / Materials.</p>
ITB.3.3.	<p>It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the Works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the owner / RCTRC, Kalyani.</p>
ITB.4.0	<p><u>Cost of bidding</u></p> <p>The bidder shall bear all costs associated with the preparation and submission of his bid and RCTRC, Kalyani as well as P&RD Department in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>

B. The Bidding Documents					
ITB. 5.0	Contents of bidding documents				
ITB. 5.1	The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents uploaded for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 9				
ITB. 5.2	Volume-I	Section I	:	Notice Inviting Tender	
		Section II	:	Instructions To Bidders	
		Section III	:	General Conditions of Contract	
		Section IV	:	Special Conditions of Contract	
		Section V	:	Forms (<i>Bid Form & Attachments</i>)	
				1	Bid Form
				2	Statement of Similar Type of Order / Orders Executed.
				3	Format For Submission of Pre-Bid Queries
				4	Format for Proposed modifications
				Annexure	
		Section VI		1	Proforma of Contract Agreement
				2	Proforma of Contract Agreement
ITB.7.0	<u>Clarifications on bidding documents</u>				
ITB.7.1.	<p>A prospective bidder requiring any clarification on bidding documents may notify RCTRC Kalyani, WBSRDA, P&RD Department by uploading the same in the e-tendering portal, which shall be available to all the participant bidders, as per Standard Format enclosed with this document Form 3 and Form 4 not later than the date and time specified in e-NIT. The soft copy of the same must be sent in Excel format at the mail address:</p> <p>The RCTRC, Kalyani, WBSRDA, P&RD Department will issue clarification(s) as he may think fit after pre-bid meeting prior to the deadline/ extended deadline for submission of bids prescribed by the P&RD Department. Written copies of the WBSRDA, P&RD Department's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal.</p>				
ITB.7.2.	Any queries sent by the bidders after the date and time notified in e-NIT or any extended date, if any, shall not be entertained.				

ITB. 8.0	<u>Pre-bid meeting</u>
ITB.8.1.	The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in e-NIT. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The RCTRC Kalyani/WBSRDA, P&RD Department shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
ITB.8.2.	Any modification/amendment of the bidding documents shall be made by the RCTRC Kalyani /WBSRDA, P&RD Department exclusively through the issue of an amendment.
ITB.8.3.	Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
ITB.8.4.	Place of pre-bid meeting: RCTRC Campus, Kalyani Plot No. B/4, School Area (Pt.), Kalyani, Nadia
ITB. 9.0	<u>Amendment of bidding documents</u>
ITB.9.1	At any time, but not later than prior to the deadline/ extended deadline for submission of bids, WBSRDA, P&RD Department may, for any reason, modify the bidding documents by issue of an addendum/amendment.
ITB.9.2	The addendum/amendment will be intimated (through e-tendering portal, corrigendum folder) to all bidders. The RCTRC Kalyani / WBSRDA, P&RD Department shall assume that the information contained therein have been taken into account by the bidder in its bid. The RCTRC Kalyani / WBSRDA, P&RD Department will bear no responsibility or liability arising out of non- cognizance of the same in time or otherwise by the bidder. RCTRC Kalyani / WBSRDA, P&RD Department may, at its discretion, extend the deadline for the submission of bids.
ITB.9.3	In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, RCTRC Kalyani / WBSRDA, P&RD Department may, at its discretion, extend the deadline for the submission of bids.
ITB.9.4	For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal. The bidders may visit the website https://wbtenders.gov.in from time to time in their own interest.
C. Preparation and Submission of Bids	
ITB. 10.0	<u>General guidance for e- Tender</u> Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.
ITB. 10.1	<u>Registration of Bidder:</u> Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, by logging on to https://wbtenders.gov.in . The Agency is to click on the link for e-Tendering site as given on the web portal.
ITB. 10.2	<u>Digital Signature certificate (DSC):</u>

	Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
ITB. 10.3	The bidder can search & download e-NIT & Bid Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.
ITB.10.4	<u>Price Schedule (BOQ)</u> The BOQ is in form of Excel file
ITB. 10.5	The bidder is expected to examine all instructions, forms, terms, conditions, Specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.
ITB. 10.6	<u>Participation in more than one work:</u> A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.
ITB.11.0	<u>Submission of Bid:</u> Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
ITB.11.1	<u>Language of the bid</u> The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the RCTRC Kalyani / WBSRDA, P&RD Department shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.
ITB.11.2	<u>General process of submission</u> Tenders are to be submitted online through the website https://wbtenders.gov.in . All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the Bid Documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders – one is Technical Proposal and the other is Financial Proposal. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The bidder needs to download the Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). The bidders shall take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

ITB.11.3	<p><u>Technical Proposal</u></p> <p>The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).</p> <p>a) Statutory Cover</p> <p>b) Non- Statutory Cover</p>																									
ITB.11.3.1	<p><u>Statutory Cover</u></p>																									
	<p>a) <u>To be submitted in “Forms” folder</u></p> <p>i. Bid Form (Vide Form–1),</p> <p>ii. Statement of Similar Type of Orders Executed as on date of issuance of e-NIT [Applicability up to the extent of meeting Technical QR]. (Vide Form –2).</p> <p><i>(Only downloaded copies of the above documents duly filled up and are to be uploaded, virus scanned and digitally signed by the bidder)</i></p>																									
ITB.11.3.2	<p><u>Non statutory Cover (My Document)</u></p> <table><tr><th>Sl. No.</th><th>Category Name</th><th>Sub-Category Description</th><th>Detail(s)</th></tr><tr><td rowspan="6">A</td><td rowspan="6">Certificate(s)</td><td rowspan="6">Certificate(s)</td><td>1. Copy of the GST Registration Certificate</td></tr><tr><td>2. Copy of Registration under Private Security Agencies (Regulation) Act 2005 and copy of Labour License issued from the office of the Labour Commissioner.</td></tr><tr><td>3. Copy of the PAN Card</td></tr><tr><td>4. Proof of PF Registration and ESI Registration</td></tr><tr><td>5. Valid Trade License</td></tr><tr><td>6. Copy of Professional Tax Registration Certificate</td></tr><tr><td>B</td><td>Company Detail(s)</td><td>Company Details</td><td>7. Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) or copy of the Registered Deed for Partnership Firm or LLP.</td></tr><tr><td>C</td><td>Credential</td><td>Credential 1 (Technical)</td><td>8. Copy of the proof of Business experience for at least last03 years i.e. 2021-22, 2022-23 & 2023-24 by providing outsource manpower in different category security guards/gunmen of that Selected Bidder. Credentials to prove their satisfactory past services in Govt., PSU & Other enterprises. Engagement order, work completion certificate should be provided. 9. Proof of minimum 30 (thirty) numbers of manpower & security guards employed in different organizations during the last financial year 2023-24.</td></tr><tr><td>D</td><td></td><td>Credential 2 (Financial)</td><td>10. Copy of the Audited Balance Sheet & Statement of Profit & Loss A/c. for FY 2021-22, 2022-23 & 2023-24</td></tr></table>	Sl. No.	Category Name	Sub-Category Description	Detail(s)	A	Certificate(s)	Certificate(s)	1. Copy of the GST Registration Certificate	2. Copy of Registration under Private Security Agencies (Regulation) Act 2005 and copy of Labour License issued from the office of the Labour Commissioner.	3. Copy of the PAN Card	4. Proof of PF Registration and ESI Registration	5. Valid Trade License	6. Copy of Professional Tax Registration Certificate	B	Company Detail(s)	Company Details	7. Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) or copy of the Registered Deed for Partnership Firm or LLP.	C	Credential	Credential 1 (Technical)	8. Copy of the proof of Business experience for at least last03 years i.e. 2021-22, 2022-23 & 2023-24 by providing outsource manpower in different category security guards/gunmen of that Selected Bidder. Credentials to prove their satisfactory past services in Govt., PSU & Other enterprises. Engagement order, work completion certificate should be provided. 9. Proof of minimum 30 (thirty) numbers of manpower & security guards employed in different organizations during the last financial year 2023-24.	D		Credential 2 (Financial)	10. Copy of the Audited Balance Sheet & Statement of Profit & Loss A/c. for FY 2021-22, 2022-23 & 2023-24
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	<u>Financial Proposal</u> The financial proposal contains the following documents one Folder a) BOQ.
ITB.11.4.1	<u>BOQ Folder</u> The bidder is to quote the rate through online in the space marked for quoting rate in the BOQ in respective schedule.
ITB.11.4.2	<u>Signing of bids</u> All documents should be digitally signed by the bidders and uploaded
ITB.12.0	<u>Clarification of Bidding Documents:</u> <p>To assist in the examination evaluation and comparison of Bids, P&RD Department may ask the bidder individually for a clarification of his Bid including break up of unit rates. The request for clarification and the responses shall be in writing. But no change in the submitted Bid document shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by P&RD during the evaluation of the Bids.</p>
ITB.13.0	<u>Deviation</u> This tender is a ' No Deviation ' tender. Request for any deviation may be considered only if pointed out by any bidder in the Pre-Bid meeting. The quarries and proposed modification regarding tender must be submitted by writing as per format (Vide Form -3 and Form-4) before pre bid meeting.

ITB.14.0	<u>Conditional and Incomplete Tender:</u> Conditional and/or incomplete e-tenders are not acceptable.
ITB.15.0	<u>Bid Security / Earnest Money Deposit (EMD):</u>
ITB.15.1	EMD must be submitted online in favour of WBSRDA, 'P&RD Department' through http://wbtenders.gov.in portal.
ITB.15.2	<p>Earnest money will be refunded to the unsuccessful Bidders after finalization of the tender as per procedure of e-tender.</p> <p>In case of successful Tender; EMD will be converted to Security Deposit and will be refundable after completion of engagement period satisfactory.</p>
ITB.15.4	<p>Earnest Money submitted will be liable to forfeiture The bid security shall be forfeited in the following circumstances:</p> <ol style="list-style-type: none"> If the bidder withdraws its bid as a whole or in part during the period of bid validity specified by the bidder in its bid. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid. If the bidder does not accept the correction of its bid price in accordance with the terms and conditions of the Tender. If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Guarantee, Additional Performance Security (if applicable) in accordance with the terms and conditions of the Tender.
ITB.15.5	No interest shall be paid by the Notice Inviting Authority on the bid security.

D. Opening and evaluation of tender	
ITB.16.1	Opening of Technical Proposal
	<ul style="list-style-type: none"> i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate. ii. Participating Bidders may remain present if they so desire. iii. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected. iv. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
ITB.16.2	<u>Technical Evaluation of Tender</u> <ul style="list-style-type: none"> a. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification /information or additional documents or original hardcopy of any of the documents already submitted and if the same cannot be produced within the stipulated time frame, their proposals will be liable for rejection. b. The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the e-Tender Portal and Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.
ITB.16.3	<u>Opening and evaluation of Financial Proposal</u> <ul style="list-style-type: none"> i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the e-tender portal stated above on the prescribed date. ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time. iii. After opening of the financial proposal, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded. iv. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder. v. Bids determined to be subsequently responsive will be checked by P&RD Department for any arithmetic errors in computation and summation. Errors will be corrected by P&RD Department as follows: <ul style="list-style-type: none"> a) Where there is discrepancy between amount in figures and in words, the amount in words shall be considered.
ITB.16.4	Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.
ITB.16.5	In case P&RD Department observes that the L1 bidder has quoted abnormally low bid in comparison with WBSRDA, P&RD Department's cost estimate, the bid will be compared to the average of bid prices quoted by the other bidders. WBSRDA, P&RD Department then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification.
ITB.16.6	<u>Process to be Confidential</u> <p>After the public opening of bids information relating to the examination, clarification, evaluation of comparison of Bids and recommendations concerning the award of contract shall not be disclosed to bidders or other person not officially concerned with such process until the Award</p>

	<p>of the Contract to the successful bidder has been announced.</p> <p>Any effort by a bidder to influence WBSRDA, P&RD Department in the process of examination, clarification evaluation and comparison of Bids, and in decisions concerning the Award of contract may result in the rejection of his Bid.</p>
ITB. 17.0	<u>Bid Prices</u>
ITB. 17.1	All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.
ITB. 17.2	The total bid price at the bottom of Price Schedule shall be indicated both in figures and words
ITB.18.0	<u>Period of validity of bids</u>
ITB.18.1	The bids submitted by the bidder shall remain valid for a period as specified in e-NIT. A bid valid for a shorter period than that prescribed in the e-NIT shall be rejected by the WBSRDA, P&RD Department.
ITB.18.2	In exceptional circumstances, WBSRDA, P&RD Department may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB.15.4 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.
E. Award of Contract	
ITB. 19.0	<u>Award Criteria</u>
ITB.19.1.	P&RD Department will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The RCTRC, Kalyani shall be the sole judge in this regard.
ITB.19.2.	For the purpose of determining the capability and capacity of the bidder to perform the Contract, WBSRDA, P&RD Department reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the facilities available with the bidder.
ITB. 20.0	<u>Letter of Award</u>
ITB.20.1	After approval of bid evaluation by WBSRDA, P&RD Department, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSRDA, P&RD Department will notify the successful bidder in writing by registered letter or by fax, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Award' or LoA) shall name the sum which WBSRDA, P&RD Department will pay to the Agency in consideration of the execution & completion of the Works by the Agency as prescribed under the Contract.
ITB.20.2.	Within Ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) photocopy of the same to WBSRDA, P&RD Department as acknowledgment of acceptance of the same.
ITB.20.3.	The LoA will constitute the formation of the Contract as per provisions of tender.
ITB. 21.0	<u>Signing of Contract Agreement</u>

ITB.21.1.	P&RD Department will send the successful bidder the Contract Agreement (on judicial stamp paper of appropriate value) as per Annexure-I in two (02) copies incorporating all agreements between the parties duly signed by the authorized signatory of the WBSRDA, P&RD Dept. along with the LoA.
ITB.22.2.	Within thirty (30) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return one (01) copy to the RCTRC/WBSRDA, P&RD Department and retain one (1) copy of the same.
ITB.23.0	<u>Misrepresentation by the bidder</u> If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the owner reserves the right to reject such bid and/or cancel the LoA, if issued.

Section – III

General Condition of Contract

GCC.1.0	<p><u>Definition of Terms:</u></p> <p>Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:</p> <ol style="list-style-type: none"> i. The ‘Owner’ /RCTRC, Kalyani ‘WBSRDA, P&RD Department’ shall mean the “WBSRDA, P&RD Department Govt. of West Bengal”, having its Office at Joint Administrative Building (6th to 10th Floors), Block-HC/7, Sector-III, Salt Lake, Kolkata- 700 106 and shall include its successors and assigns. ii. The ‘Controlling Officer’ shall mean the person appointed by owner who shall carry out the functions and obligations of the owner under the contract. iii. ‘WBSRDA, P&RD Department’s representative’ shall mean any person or persons or consulting firm appointed/authorized by the controlling officer to supervise, inspect, test and examine workmanship and materials of the work under this scope. iv. The ‘Agency’ shall mean the Bidder who will be awarded with the contract by the Company and shall include the Agency’s executor’s administrators, successors and permitted assignees. v. The ‘Sub-Contractor’ shall mean any person/agency to whom any part of the contract has been sublet by the Agency with the consent in writing of the Company and will include the legal representatives, successors and permitted assigns of such persons/agency. vi. ‘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.
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	<p>vii. The term ‘Services’ shall mean all works to be undertaken by the Agency as laid down under the head “scope of work” 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.</p> <p>viii. ‘Day’ means a calendar day beginning and ending midnight.</p> <p>ix. ‘Month’/‘Calendar month’ means not only the period from the first day of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.</p> <p>x. ‘Week’ means seven consecutive calendar days.</p> <p>xi. ‘Writing’ shall include any manuscript, type written, printed or other statement reproduced in any visible form.</p> <p>xii. ‘Date of Contract’/‘Commencement Date’ shall mean the date on which Letter of Award will be issued.</p> <p>xiii. ‘Zero Date’ will be started from the date of issuance of Letter of Award.</p> <p>xiv. ‘Approval’ shall mean the written approval of P&RD Department and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.</p> <p>xv. ‘Labour’ shall mean all categories of labour engaged by the Agency, his sub-contractors and his piece workers for work in connection with the execution of the worked covered by the specifications. All these labours will be deemed to be employed primarily by the Agency.</p>
GCC.2.0	<p><u>Rules and Regulations</u></p> <p>The Agency shall obey following conditions strictly:</p> <p>a) Employees 'Provident Fund and Miscellaneous Provisions Act, 1952</p> <p>b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable.</p> <p>c) Compliance of the Contract Labour (R&A) Act, 1970 & Private Security Agencies (Regulation) Act, 2005.</p>
GCC.3.0	<p><u>Safety</u></p>
GCC.3.1	<p><u>Reporting of Accident:</u></p> <p>All accidents, major or minor, must be reported immediately to RCTRC, Kalyani & WBSRDA, P&RD Department and the Agency will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the ‘Injured on work’ form as per appropriate Proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.</p>
GCC.3.2	<p><u>Serious Injuries:</u></p> <p>In case of serious injuries, the following procedure shall be adopted by the Agency.</p> <p>a) To provide first aid at his own First Aid Station.</p> <p>b) To take the injured person to the hospital along with the ‘Injured on work’ form duly filled in.</p> <p>c) To report the accident to the authority of RCTRC, Kalyani & WBSRDA, P&RD Department.</p>
GCC.3.3	<p><u>Fatal Accident</u></p> <p>Fatal accidents must be reported immediately to the authority of RCTRC, Kalyani &</p>

	the authority of WBSRDA, P&RD Department as well as to the Police.
GCC.4.0	<p><u>Penalty:</u></p> <p>Failure to observe the Safety Rules will make the Agency liable to penalty by way of suspension of work/termination of contract.</p>
GCC.5.0	<p><u>Statutory Acts:</u></p> <p>Statutory obligation as per law of the land are to be complied with EPF, ESI, Bonus, Minimum Wages for the persons as published by the Joint Labour Commissioner, Govt. of West Bengal etc. are to be paid to the persons involved in above contract.</p> <p>Statutory obligation as per law of the land shall mean the following acts including the latest amendments and or replacement if any:</p> <ol style="list-style-type: none"> The Industrial Dispute Act, 1974 and rules & regulations and amendment made there under. Contract Labour (Regulation & Abolition) Act, 1970 and rules & regulations and amendment made there under. EPF & Miscellaneous Provisions (MP) Act 1952 and rules & regulations and amendment made there under. Employees Compensation Act, 1923 and rules & regulations and amendment made there under. Child Labour Prohibition & Regulation Act 1956 and rules & regulations and amendment made there under. Payment of Bonus Act, 1956 and rules & regulations and amendment made there under. Payment of wages Act, 1936 and rules & regulations and amendment made there under. Employees State Insurance Act, 1948 and rules & regulations and amendment made there under.
GCC.6.0	<p><u>Controlling Officer's Decision</u></p> <p>Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the grant in or with-holding of certificates.</p> <p>If, in the opinion of the Agency, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the Agency may file with the Controlling Officer, within 07(seven)days after receipt to the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.</p>
GCC.7.0	<p><u>Confidentiality</u></p> <p>The Agency, or any entity affiliated with the Agency, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by RCTRC, Kalyani, WBSRDA, P&RD Department or by any other organization, under the directions of WBSRDA, P&RD Department. All such documents shall be the property of WBSRDA, P&RD Department or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.</p>
GCC.8.0	<p><u>Accident Risk:</u></p> <p>RCTRC, Kalyani, WBSRDA, P&RD Department will not be responsible in connection</p>

	with any sort of accident which may occur during providing manpower service in RCTRC, Kalyani, WBSRDA, P&RD Department's office.
GCC.9.0	<p><u>Stoppage of Work (Not applicable for this Tender):</u></p> <p>RCTRC, Kalyani, WBSRDA, P&RD Department will neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to war, strike, earthquake, lightning, flood, cyclone etc. RCTRC, Kalyani, WBSRDA, P&RD Department will also not responsible for any compensation due to stoppage of work as a reaction from the local public due to any undue action on the part of the Agency causing annoyance.</p>
GCC.10.0	<p><u>Force Majeure</u></p> <p>Force Majeure means any circumstances beyond the control of the parties, including but not limited to:</p> <ol style="list-style-type: none"> War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo. Rebellion, revolution, insurrection, military power and civil war. Riot, commotion or disorder, except where solely restricted to employees of the Agency. Earthquake, flood, cyclone and such other natural disaster affecting Agency's work. <p>RCTRC, Kalyani, P&RD Department shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.</p> <p>Upon the occurrence of any situation of Force Majeure, the Agency shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Agency shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Agency shall not take any such steps unless directed to do so by the controlling officer.</p> <p>RCTRC, Kalyani, WBSRDA, P&RD Department may, without prejudice to any, all other method of recovery deducts the amount of such damages from any money in their hand due or which may become due to the Agency. The payment or deduction of such damages shall not relieve the Agency from this obligation to complete the works or from any other of his obligations and liabilities under the contract.</p>
GCC.11.0	<u>Performance Security/Contract Performance Guarantee</u>
GCC.11.1	EMD as deposited by the successful bidder shall be converted to Performance Security / Contract Performance Guarantee.
GCC.11.2	<p><u>Forfeiture of Performance Security/Contract Performance Guarantee</u></p> <p>Performance Security/ Contract Performance Guarantee shall be forfeited if,</p> <ol style="list-style-type: none"> The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or, The successful bidder will discontinue the work without prior permission of

	WBSRDA, P&RD Department.
GCC.11.3	Forfeiture of Additional Performance Security (APS) Additional Performance Security (APS), if any, shall be forfeited if, <ul style="list-style-type: none"> i. The successful bidder does not execute the work after placement of Letter of Award (LOA) and/or, ii. The successful bidder will discontinue the work without prior permission of WBSRDA, P&RD Department and/or,
GCC.12.0	<u>Taxes, Duties and other Levies</u>
GCC.12.1	<p>The Agency shall be solely responsible for the taxes that may be levied on their outsourced manpower /security personnel or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The P&RD Department shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Agency or his personnel.</p> <p>If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the owner as per provision of G.O number 31011/11/2018-ST-1-DoR Dated 14/09/2018 deduction of TDS under GST shall be made by the RCTRC, Kalyani, WBSRDA under P&RD Dept.</p>
GCC.12.2	<u>GST</u> In case of service Contract, the % of GST as applicable shall be paid extra.
GCC.12.3	The Agency shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in its Tax Invoice
GCC.12.4	The successful Selected Bidders shall submit to RCTRC, Kalyani, WBSRDA, P&RD Department necessary EPF code no. and labour license from Govt. of West Bengal and they shall take ESI registration (where ESI is applicable) including individual labour wise registration after obtaining order / engagement of persons.
GCC.13.0	<u>Risk Purchase:</u> Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the Agency fail to deliver within the periods prescribed for such work in the rate contract order, WBSRDA, P&RD Department shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting Agency or to cancel the contract and the contracting Agency shall be liable to compensate for any loss or damage which WBSRDA, P&RD Department may sustain by reason of such failure on the part of the Contracting Selected Bidder.
GCC.14.0	<u>Subletting of Contract</u> The Agency shall not, without the written consent of the WBSRDA, P&RD Department, assign or sublet any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the Agency from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSRDA, P&RD Department of any of his liabilities and obligations under the contract.
GCC.15.0	<u>Notices</u> Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable,

	<p>telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.</p> <p>Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.</p> <p>Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p> <p>Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.</p>
GCC.16.0	<p><u>Governing Law</u></p> <p>The Contract shall be governed by and interpreted in accordance with laws in force in India including any such Laws passed or made or coming into force during the period of the Contract. The Courts of Kolkata under the superintendence of High Court of Calcutta shall have exclusive jurisdiction in all matters arising under the Contract.</p>
GCC 17.0	<p><u>Dispute</u></p> <p>The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least 07(seven) days in advance. If the issue is remained unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration.</p> <p>The parties may refer them after for Arbitration on expiry of 45(forty-five) days from the date of intimation of disapproval/dissatisfaction from either party to other party.</p> <p>The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.</p> <p>Dispute(s), if any, shall be settled by mutual agreement through Amicable Settlement and in case of failure the dispute(s) shall be settled through Arbitration.</p>
GCC 17.1	<p><u>Amicable Settlement</u></p> <p>a) Where notice of dissatisfaction has been given under GCC 15.0 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.</p>
GCC 17.2	<p><u>Adjudicator</u></p> <p>b) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Agency in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works —whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/ difference shall be made to the Project Manager/Controlling officer as mentioned in SCC. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>c) The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the owner or the Agency within sixty (60) days of such reference, the decision shall become final and binding upon the RCTRC, Kalyani and the Agency. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>d) The Adjudicator shall be jointly appointed by the RCTRC, Kalyani and the Agency under the Contract. Failing agreement between the two within thirty (30) days, the</p>

	<p>Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC</p> <p>e) Should the Adjudicator resign or die, or should the RCTRC, Kalyani and the Agency agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the RCTRC, Kalyani and the Agency under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the RCTRC, Kalyani and the Agency.</p>
GCC 17.3	<p>Arbitration</p> <p>a) If either the WBSRDA, P&RD Dept. or the Agency is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the WBSRDA, P&RD Dept. or the Agency may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>b) Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works</p> <p>c) Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrators, in accordance with the provisions set forth below.</p> <p>d) The WBSRDA, P&RD Dept. and the Agency shall each appoint one arbitrator, and these two (2) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party or the arbitrators, be appointed by the Appointing Authority for arbitrator designated in the SCC.</p> <p>e) If one party fails to appoint its arbitrator within fifty (50) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>f) If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC16.0 and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>g) Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.</p> <p>h) The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> <p>i) The arbitrator(s) shall give reasoned award</p> <p>j) Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Agency shall continue to perform his obligations in connection with the Works in accordance with the decision or instruction of the authority of RCTRC, Kalyani and RCTRC, Kalyani shall also continue to perform his obligations under the Contract including payment of any monies due to the Agency.</p> <p>k) Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.</p> <p>l) All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court of Calcutta.</p>
GCC.17.4	<p><u>Jurisdictional Matter</u></p> <p>Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.</p> <p>All litigation matters between the parties if any shall be held in any Court in Kolkata</p>

	under the superintendence of High Court of Calcutta.
GCC.18.0	<p><u>Right to Terminate Contract</u></p> <p>If the Agency fails to start the work within fifteen days from the date of issue of LOA, the P&RD Department shall have the right to cancel the work order with forfeiture of earnest money (EMD) without giving any notice to the Agency.</p> <p>If the Agency neglects, or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time or within approved extended time, WBSRDA, P&RD Department shall have right to terminate the work order after giving notice in writing to the Agency. If the Agency fails after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract and call the Agency to take joint measurement along with the Engineer for the finished portion of work. If the Agency does not appear for joint measurement, ex-party measurement by WBSRDA, P&RD Department will be taken as final.</p> <p>In that case, WBSRDA, P&RD Department shall take possession of the work, site and engage other agency to complete the work. Extra cost, if incurred, to get the unfinished work done through other agency, will be realized from him from his pending bills and security money. In the contract terminated as above, the Agency shall have no claim for compensation against WBSRDA, P&RD Department for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.</p>
GCC.19.0	<u>Corrupt or Fraudulent Practices</u>
GCC.19.1	WBSRDA, P&RD Department requires that the bidders/Agency observe the highest standard of ethics during the procurement and execution of the Contracts.
GCC.19.2	<p>In pursuance of this policy, the RCTRC, Kalyani defines, for the purposes of this provision the terms set forth below as follows:</p> <p>A. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.</p> <p>B. “Fraudulent practice” means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the RCTRC, Kalyani, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the RCTRC, Kalyani of the benefits of free and open competition.</p>
GCC.19.3	WBSRDA, P&RD Department will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question
GCC.19.4	WBSRDA, P&RD Department may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract of the RCTRC, Kalyani.

Section – IV

Special Condition of Contract

The following Special Conditions of Contract (SCC), shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC

SCC.1.0	<p><u>Title of the Work</u></p> <p>Providing of outsourced manpower of different categories at RCTRC, Kalyani, P&RD Department.</p>
SCC.2.0	<p><u>Name of Service Recipient</u></p> <p>RCTRC, Kalyani, Panchayats& Rural Development Department (P&RD Department)</p>
SCC.3.0	<p><u>Brief Scope of Work</u></p> <p>As per e-NIT Sl. No: 2.0 (Section –I) of this tender.</p>
SCC.4.0	<p><u>Variation Additions and Omissions</u></p> <p>As per Sl. No: 6.0 (Section –I) of this tender.</p>
SCC.5.0	<p><u>Period of Contract</u></p> <p>The initial period of contract is for twelve (12) calendar months. However, the period may be extended up to thirty-six (36) calendar months with fixed percentage service charges based on the satisfactory performance of the Agency and with consent from the Agency.</p>
SCC.6.0	<p><u>Arbitration</u></p> <p>The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.</p> <p>Each party shall appoint one Arbitrator and third Arbitrator shall be nominated by the said two Arbitrators who shall act as presiding Arbitrator.</p> <p>The venue of the Arbitration proceedings shall be in the state of West Bengal. The decision of the majority of the Arbitrators shall be final and binding upon both the parties.</p> <p>The cost of the Arbitration shall be borne equally by the parties.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The RCTRC, Kalyani, WBSRDA under P&RD Dept. and the Agency shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within 28 (twenty-eight) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties there by waive any objections to or claims of immunity from such enforcement.</p>

	<p>The arbitrator(s) shall give reasoned award to withstanding any reference to the arbitration herein</p> <p>i) The parties shall continue to perform the respective obligations under the Contract unless they otherwise agree.</p> <p>ii) The RCTRC, Kalyani, WBSRDA under P&RD Dept shall pay the Agency any monies due to the Agency except for the woks referred to the Arbitrator.</p>
SCC.7.0	<p><u>Controlling Officer:</u> The Manager (Training), RCTRC, Kalyani & Executive Engineer, WBSRDA, P&RD Department will be Controlling Officer of the work.</p>
SCC.8.0	<p><u>Supervising officer</u> Assistant Engineer, RCTRC, Kalyani, WBSRDA, P&RD Department</p>
SCC.9.0	<p><u>Paying Officer</u> DDO, P&RD Department in case reimbursement of the bill and ACEO, WBSRDA, P&RD Department, WBSRDA is the Paying Authority of the work.</p>
SCC.10.0	<p><u>Regulatory Mechanism</u></p> <p>Supply/ Deployment/ Engagement of outsourced personnel shall be regulated in terms of private Security Agencies (Regulations) Act, 2005 read with the private Security Agencies Central model Rule, 2006 and any other rules framed by the appropriate /controlling Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism as provided in the said Act and rules framed there under as per constitutional objective and in national security and interest. Besides different statutory obligation the detailed compliance of Law will also be applicable.</p>
SCC.11.0	<p><u>Conduct & Discipline</u></p> <p>Every personnel shall behave well with the members of the public and also his superior, colleagues and subordinates. All employees shall be at work punctually at the time fixed and notified to them. Late attendance and irregular attendance including early departure constitute a breach of discipline, punishable being act of misconduct. The personnel so deployed should be discipline and for any breach thereof, the Agency has to replace the concerned person within 24 (Twenty-Four) hours of written notification by the Controlling Officer. The Agency should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.</p>
SCC.12.0	<p><u>Terms and Procedures of Payment</u></p>
SCC.12.1	<p><u>Release of Payment</u> Payment would be released on monthly basis against submission of bill to the controlling officer by the Agency. The Supervising Officer after due certification towards satisfactory performance will forward the same to the paying authority for release of payment in due course. No advance payment would be made. Release of payment from second month onwards is subject to verification of full payment made to E.P.F. & E.S.I. authorities and GST Authority where applicable in respect of persons engaged for the previous month.</p>
SCC.12.2	<p>As per current orders in vogue, all payments for any month for the outsource personnel will be completed by the 7th day of the next/ following month by NEFT/Cheque/Cash transfer only. For example: July, 2019 wages/EPF/ESI /GST payment must be paid within 07th August, 2019 or as per provision in respective Act.</p>
SCC.12.3	<p><u>Employer's contribution of EPF, ESI:</u> Employer contribution of EPF, ESI of the outsourced personnel will be paid as extra by the WBSRDA, P&RD Department to the Agency on reimbursement basis against claim.</p>
SCC.12.4	<p><u>Bonus</u> Bonus/ Ex-Gratia will be paid to the outsourced manpower as declared by WBSRDA, P&RD Department in terms of order of the State Government for that particular year and</p>

	same will be claimed in payment bill also as extra. No overtime allowances would be allowed.
SCC.12.5	<u>Other Necessity for Outsourced Manpower and Security Personnel</u> MONTHLY PAY SLIPS as a proof of disbursement of wages and other statutory payment for the outsourced Manpower and security personnel must be provided to each individual within 20 th days of the following month.
SCC.13.0	<u>Responsibility for theft/ loss of company's property</u> In case of any theft / loss of Company's property where security agencies have been engaged for guarding purpose, a departmental enquiry will be held. If negligence on the part of Security personnel is found, the Agency shall have to accept the liability and made good the loss assessed by WBSRDA, P&RD Department. The amount is to be deposited in cash in P&RD Department's account.
SCC.14.0	<u>Eligibility to Be Engaged</u> All the personnel likely to be engaged by the concerned Agency must possess prescribed Education qualification & standard of physical fitness. In case of security personnel adequate training as prescribed under Private Security Agencies (Regulation) Act, 2005 and Rules framed thereon with other requisites. Age limit in case of different categories of outsource manpower is up to maximum 60 (sixty) years and in case of Security Personnel up to maximum 60 (sixty) years.
SCC.15.0	The Agency needs to take into consideration of services payable on Holidays and that service no additional claim will be entertained by WBSRDA, P&RD Department.

Section V

Forms

Sl. No.	Form Name	Form No
03.	Bid Form	Form-1
08.	Statement of similar type of orders	Form-2
09.	Format For Submission of Pre-Bid Queries	Form- 3
10.	Proposed modifications	Form-4

Bid Form

(To be submitted on Bidder's Letterhead)

Ref No:

To
The Manager Training,
RCTRC, Kalyani & Executive Engineer
WBSRDA, P&RD Department,
Plot No. B/4, School Area (Pt.),
Kalyani, Nadia

Subject: Providing of outsourced manpower of different categories at RCTRC Campus, Kalyani Nadia, WBSRDA under P&RD Department

Reference: e-NIT No:

Sir,

I, the undersigned, being the authorized signatory of(Name of the Bidder), having read and examined in detail the e-NIT including minimum eligibility criteria in particular, instruction to Bidders, general terms & conditions, special terms & conditions and specification and allied part of the tender, and subsequent corrigendum, addendum, if any, (i.e. complete tender document), do hereby submitting our offer to execute the contract as per terms & conditions as said forth in your Tender document.

1. We are submitting our bid and declaring the following (**Sl. no 2 to 21**).
2. We confirm having submitted the eligible criteria as required by you in your Tender Document along with this proposal. In case you require any further information or clarification in this regard, we agree to furnish the same in time.
3. **L1 bidder has to submit Rs. 5000 only for formal agreement cost at Additional Secretary office to execute the formal agreement.**
4. We have submitted the requisite amount of "Bid Security" **Rs. 70,000 (Rupees Seventy Thousand) only** through online at <https://wbtenders.gov.in>.
5. We hereby furnish the following as per applicability:

Sl No	Item	Bidder Detail
1.	Type of Bidder (Company Partnership Firm / Limited Liability Partnership / Any other type please mention)	
2.	Company i)Registration No: ii)Place of registration:	
3.	GST Registration No	
	GST Registration. No (if any)	
4.	PAN No	
5.	PF A/C No	
6.	ESI Code No.	
7.	Professional Tax Registration No.	
8.	Registration number under Private Security	

Sl No	Item	Bidder Detail
	Agencies (Regulation) Act, 2005.	

6. Our Yearly Turn Over are as follows:

Sl. No:	Year	Turn over rounded up to in lakh (two digit after decimal)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average Turn Over	

7. Our Net Worth for last financial (FY 2023-24) is Rs.

8. Our contact details related to this tender are as follows:

Information	For this project handling office in West Bengal	Head office
Name of the Contact Person		
Designation		
Telephone No		
Fax No		
Mobile No		
Email Address		

9. We also declare that we have local establishment(s) and office in West Bengal. The Details are as follows:

Details of Local Establishment

Information	Local office Location 1	Local office Location 1
Type of Office (Corporate office/ Head Office/ branch office)		
Detail Address		
Telephone No		
Establishment duration (Years)		
Staff Strength of the office		

10. We confirm that our bid in response to the e-NIT is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from WBSRDA, P&RD Department.
11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate.
12. We declare that the submitted our offer is without any deviations and are strictly in conformity with the documents issued by WBSRDA, P&RD Department.

13. We declare that content of the Tender Document including e-NIT, ITB, GCC, SCC and subsequent corrigendum, addendum, if any, are acceptable to us and we have not taken any deviation in this regard. This is to expressly certify that our offer contains **no deviation** either in direct or indirect form.
14. We also declare that in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
15. If you accept our offer, we agree to complete the entire work in accordance with work completion time given in the Tender document. We fully understand that the work completion time stipulated in is the essence of the contract, if awarded.
16. We offer to execute the work in accordance with the conditions of the e-NIT document as available in the in the e-tender portal <https://wbtenders.gov.in>
17. This Bid and your subsequent Letter of Acceptance / Work Order /agreement shall constitute a binding contract between us.
18. We hereby confirm our acceptance of all terms and conditions of the e-NIT document unconditionally.
19. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as on date due to any reason what-so-ever, by any Government or Government Agencies. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of WBSRDA, P&RD Department.
20. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as and/or terminated from any contract on date due to any reason what-so-ever, by WBSRDA, P&RD Department. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of WBSRDA, P&RD Department.
21. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Response to Tender will be rejected and if LoA has been issued, the same will be cancelled and the bank guarantees will be encashed.

Date : (Printed Name)

Place : (Designation).....

Signed and Upload

(To be submitted on Bidder's Letter head)**Statement of similar type of order orders executed as on date of issuance of the e-NIT**
[Applicability up to the extent of meeting Technical QR].

e-NIT No:

To
 The Manager Training,
 RCTRC, Kalyani & Executive Engineer
 WBSRDA, P&RD Department,
 Plot No. B/4, School Area (Pt.),
 Kalyani, Nadia

Sl. No	Name of the Organization	Financial year	Order No. and date	Name of Owner / order issuing authority	No. of engagement of Manpower	Period of Contract	Remarks Copy of the work order / LOA

- Continuation sheets of like size and format may be used and annexed to this format if required.

Similar type of work means providing Outsourced Manpower in different categories in various organization/ institution will be considered)

Date : (Printed Name)

Place : (Designation).....

Signed and Upload

FORMAT FOR SUBMISSION OF PRE-BID QUERIES			
NI e-T No.			
Providing of outsourced manpower of different categories at RCTRC Campus, Kalyani, WBSRDA, P&RD Department			
NAME OF THE BIDDER:	<To be filled in by the bidder>	Work name :<To be filled in by the bidder>	
PART A - TECHNICAL QUERIES			
Sl. No.	GCC Clause reference (if any)	BIDDER'S QUERY	P&RD Department's REPLY
1			
2			
3			
4			
5			
PART B: COMMERCIAL/GCC RELATED/CONTRACTUAL QUERIES			
Sl. No.	GCC Clause reference (if any)	BIDDER'S QUERY	P&RD Department's REPLY
1			
2			
3			
4			
5			
• Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.			

Note:

- 1. To be submitted before Pre- bid meeting**
- 2. This sheet must not the part of the offer submitted by the bidder and not to be upload**
- 3. Pre bid query to be mailed in Excel Format at email address:**

Date :	(Signature).....
Place :	(Authorized Representative of bidder)
	(Designation).....
	Name of the bidder:

(Bidder's Letterhead)**Proposed modifications****(To be submitted before Pre-bid meeting)**

e-NIT No:

Bidder's Name & Address:

To
The Manager Training,
RCTRC, Kalyani & Executive Engineer
WBSRDA, P&RD Department,
Plot No. B/4, School Area (Pt.),
Kalyani, Nadia

We have carefully gone through the ITB, GCC, SCC and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

Sl. No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Note: 1. To be submitted before Pre- bid meeting**2. This sheet must not the part of the offer submitted by the bidder and not to be upload****3.This sheet to be mailed in Excel Format at email address:**

Date : (Signature).....

Place : (Authorised Representative of bidder)

(Designation).....

Name of the bidder:

Section – VI

ANNEXURES

Sl. No	Annexure Name	Annexure No
01	Proforma of Letter of Award	Annexure-1
02	Proforma of Contract Agreement	Annexure-2
04	Proforma of Bank Guarantee for Additional Performance Security	Annexure-3

PROFORMA OF LETTER OF AWARD (LOA)

Letter of Award of Contract' for Supply, Erection, Commissioning and Testing and five (05) years comprehensive Operation and Maintenance

LETTER OF AWARD

Ref No: _____ Date: _____
.....Agency's Name & Address.....
.....

Sub: Letter of Award for “Providing of outsource manpower of different categories at RCTRC Campus, Kalyani, WBSRDA, P&RD Department”

Dear Sir,

1. This has reference to the following:

- a. Our e-NIT.dated.....
- b. E-Tender ID.
- c. Bidding Documents for the subject comprising the following:
 - i.(List out all the Sections of the Bidding Documents along with Tender Drawings etc.)
 - ii. Errata/Amendment No..... to..... (Name of Section of the Bidding Documents to which Errata/Amendment pertains) issued vide no.....dated..... and uploaded (*Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently*)
- d. Clarifications furnished on the Bidding Documents vide no..... dated and uploaded (*Applicable only if any clarification to the Bidding Documents has been issued subsequently*)
To be included as further sub-paragraphs for any other correspondence made after uploading of bidding documents up to the date of bid opening
- e. Your Proposal for the subject work submitted vide Bid Id No:
- f. Our Email message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security. (*Applicable only if any extension has been sought subsequently*)
(To be included as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)
- g. Our Email message/letter No. dated.....inviting you for post bid discussions.
- h. Post bid discussions and meetings we had with you from to resulting into the following
- i. Minutes of Meeting enclosed herein with this Letter of Award:
 - i. Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - ii. Minutes of Meeting on Technical issues (APPENDIX -)
 - iii. Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - iv. Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX -)

2. RCTRC, Kalyani, WBSRDA under Panchayat and Rural Development Department (P&RD) is pleased to place this Letter of Award (LOA) on you accepting your proposal submitted vide your bid id no: dated and its modification vide letter no..... dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the scope of work covering “Providing of outsource manpower of different categories in P&RD Department”, hereinafter referred to as the '**Contract**').
3. **Scope of Work:**
4. **Contract Price :**
5. **Date of Commencement:**
6. **Period of Contract**
7. **Variation Additions and Omissions**
8. **TAXES & DUTIES:** *Detail Taxes, Duties and other Levies for this contract will be guided by the clause no. GCC and SCC*
9. **Terms and Procedures of Payment:** *Detail Terms and Procedures of Payment for this contract will be guided by the clause no. SCC and GCC*
10. **Performance Security / Contract Performance Guarantee (CPG):**
11. **Additional Performance Security (APS) [If applicable]**
Controlling Officer of the Work: The Manager (Training), RCTRC, Kalyani & Executive Engineer, WBSRDA, P&RD Department will be Controlling Officer of the work.
Supervising Officer of the Work: Assistant Engineer, RCTRC, Kalyani, WBSRDA, P&RD Department
Paying Authority of the Work: DDO, P&RD Department in case reimbursement of the bill and ACEO, WBSRDA, P&RD Department, WBSRDA is the Paying Authority of the work.
12. **Contract Agreement:**

The copy final contract agreement in two (02) sets shall be submitted by the Agency at his cost for signing within thirty (30) days from the date of issue of this Letter of Award.
13. **Force Majeure:** *This will be governed by Clause of General Condition of Contract (GCC).*
14. **Confidentiality:** The Agency shall furnish any information/document to any government authorities in the State/India, if asked for.
15. **Correspondences:**

All the correspondences related to the Contract are to be made at the following address:
The Manager Training, RCTRC, Kalyani & Executive Engineer WBSRDA, P&RD
Department, Plot No. B/4, School Area (Pt.), Kalyani, Nadia

This Letter of Award is being issued to you in original. We request you to return its photocopy duly signed and stamped on each page including all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation within ten (10) days from the date of receipt of this Letter of Award as acknowledgment of acceptance of the same.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

..... **(Name of the Owner)**

(Authorized Signatory)

PROFORMA OF CONTRACT AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

THIS CONTRACT AGREEMENT is made theday of, 20.....

BETWEEN

Articles of agreement made on this..... day of in the yearbetween **The Manager Training, RCTRC, Kalyani** & Executive Engineer WBSRDA, P&RD Department, having its office at Plot No. B/4, School Area (Pt.), Kalyani, Nadia hereinafter referred as '**P&RD**' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OF THE FIRST PART ,

And

..... [**Name of Agency**]....., a company incorporated under the laws of[country of Agency]..... and having its principal place of business at[address of Agency]..... (Hereinafter called "the Agency") which expression shall include its successors and permitted assigns OF THE SECOND PART.

WHEREAS the RCTRC, Kalyani desires to engage the Agency to design, manufacture,

test, deliver, install, complete and commission and conduct guarantee tests of certain Works, viz. [list of Works] ("the Works") and the Agency have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1. Contract Documents as per Tender Document:

The following documents shall constitute the Contract between P&RD and the Agency, and each shall be read and construed as an integral part of the Contract:

- a. This Contract Agreement and the Appendices hereto
- b. Letter of Award including all documents referred to therein
- c. General Conditions of Contract
- d. Special Conditions of Contract
- e. Bid form and Price Schedules

1.2. Order of Precedence as per tender document

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above

1.3. Definitions as per tender document

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article2. Contract Price and Terms of Payment

2.1. Contract Price as per tender document:

The RCTRC, Kalyani hereby agrees to pay to the Agency the Contract Price in consideration of the performance by the Agency of its obligations hereunder. The Contract Price shall be [Amount of Indian Rupees in words]....., [amount in figures]....., or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2. Terms of Payment as per tender document

The terms and procedures of payment according to which the RCTRC, Kalyani, will reimburse the Agency are given in Tender and corresponding Letter of Award hereto.

Article3. Effective Date for determining Time for Completion

3.1. Effective Date as per tender document:

The period of contract is as per terms of Tender and corresponding Letter of Award and following conditions have been fulfilled within a period as stipulated in the Tender and corresponding Letter of Award from the date of issuance of Letter of Award

- a. This Contract Agreement has been duly executed with Manager RCTRC, Kalyani for and on behalf of WBSRDA, P&RD and the Agency;
- b. The Bid Security (EMD) has been converted to performance security.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2. If the conditions listed under 3.1 are not fulfilled within the days as mentioned in the Tender and corresponding Letter of Award because of reasons attributable to P&RD, the Contract would become effective only from the date of fulfillment of all the above-mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and period of contract and/or other relevant conditions of the Contract.

- 3.3. However, if any of the conditions listed under 3.1 above are not fulfilled within the days as mentioned in the Tender and corresponding Letter of Award because of the reasons attributable to the Agency, the Contract will become effective from the date of Letter of Award. In this case, contract Price shall not be adjusted.

- 3.4. It is expressly understood and agreed by and between the Agency and P&RD is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that

the Government is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the RCTRC, Kalyani under WBSRDA, P&RD Dept. is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Agency expressly agrees, acknowledges and understands that the RCTRC, Kalyani is not an Agent, Representative or Delegate of the Government. It is further understood and agreed that the Government of West Bengal is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Agency expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government arising out of this Contract and covenants not to sue the Government as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

3.5. Appendices

The Appendices listed, if any, in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the RCTRC, Kalyani and the Agency have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the RCTRC, Kalyani

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

Signed by for and on behalf of the Agency

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)