



NOTICE INVITING TENDER NO.:
WBPDCL/CORP/NIT/E1902/24-25

PUBLICATION DATE : 05.09.2024

Tender Document For

**Selection of a 'Manpower Provider' for supply of
manpower in different areas of Coal Mines, Railway
Sidings and GVTC, Rupnarayanpur**

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED
REGISTERED & CORPORATE OFFICE: BIDYUT UNNAYAN BHABAN, BLOCK - LA,
PLOT NO. 3/C, SECTOR-I I I, SALT LAKE CITY, KOLKATA – 700106

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/ Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station (4 x 210 MW) ,
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,Gol :

- i) Barjore Coal Mine
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwara North Coal Mine
- v) Tara (East) & Tara(West) Coal Mine

Group Vocational Training Centre (GVTC) is a residential Training Centre at Govt. ITI, Rupnarayanpur.

Hazratpur Railway siding is situated on Eastern Railway circuit and is at a distance of 12.5 KM from Gangaramchak & Gangaramchak –Bhadulia captive coal mines of WBPDC. Hazratpur siding comes under the category of Railway Goods Shed which means that all kinds of goods are handled here.

WBPDC intends to engage a 'Manpower Provider' for supply of manpower in different areas of Coal Mines, Railway Sidings and Group Vocational Training Centre, Rupnarayanpur.

Tender is hereby invited by the General Manager (M&C), Corporate , The West Bengal Power Development Corporation Limited from eligible and resourceful manpower providers having sufficient credential and financial capability for execution of works of similar nature for "**supply of manpower**" in different areas of Coal Mines, Railway Sidings and GVTC, Rupnarayanpur" through electronic tendering (e-tendering portal <https://wbtenders.gov.in>). **Bidders may inspect the work front / site and satisfy themselves about the working condition before submitting the tender.**

1. **Title of the NIT** Selection of a 'Manpower Provider' for supply of manpower in different areas of Coal Mines, Railway Sidings and GVTC, Rupnarayanpur
2. **Description of the job** Supply of manpower in different areas of Coal Mines, Railway Sidings and GVTC, Rupnarayanpur in conformity with the scope of work and terms & conditions mentioned in this tender document.
3. **NIT NO.** WBPDC/CORP/NIT/ E1902/24-25
4. **Scheduled dates of e-tendering :**
 - i. Publishing Date **05.09.2024 at 12:30 hrs.**
 - ii. Document Download start date **05.09.2024 at 12:30 hrs.**
 - iii. Prebid meeting **Venue : 3rd Floor Seminar Hall, Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106**
Date : 20.09.2024 at 11:00 hrs.
Submission of prebid queries : Within 19.09.2024 at 15:00 hrs.
Upload of replies of prebid queries : Within 23.09.2024 at 12:00 hrs.
 - iv. Bid submission start date **23.09.2024 at 12:00 hrs.**
 - v. Bid submission end date **01.10.2024 at 12:00 hrs.**
 - vi. Technical Bid opening date **03.10.2024 at 12:00 hrs.**
 - vii. Uploading of Technical evaluation sheet To be notified later in wbtenders.gov.in
 - viii. Financial Bid opening date To be notified later in wbtenders.gov.in
 - ix. Uploading of Financial Bid evaluation sheet To be notified later in wbtenders.gov.in
5. **Mode of tendering** Open e-tendering
6. **Contract period** **2 (two) years with a provision of further extension of 1 (one) year**

7. Manpower Budget [Cost to the Company (CTC) basis]	Rs. 42,94,808.00 per month .
8. Estimate	Rs. 13.14 Crore including wage component and GST.
9. Bid Security/ EMD	Rs. 26,00,000/-
10. Contract performance Security Deposit	10% of the total Contract value
11. Location of the sites	<ul style="list-style-type: none"> i) Barjora North Coal Mine, Bankura District, West Bengal ii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine, Birbhum District, West Bengal iii) Pachchwarra North Coal Mine, Pakur District , Jharkhand State, iv) Tara (East & West) Coal Mine, Burdwan District , West Bengal v) Hazratpur Railway siding , Pandabeswar Area , SECTION : Andal – Pandabeswar Serving Depot : Andal, Asansol Division, Mundira, West Bengal 731125 vi) Govt. Industrial Training Institute, Rupnarayanpur, P.O. – Hindustan Cables, Bardhaman (West), PIN Code: 713335
12. Name, Designation, Address of the tendering authority	<p>The Additional General Manager(M&C) , Corporate</p> <p>The West Bengal Power Development Corp. Ltd.</p> <p>Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106</p>
13. Address for Communication for Tender related enquiry:	<p>The Sr. Manager (PS) ,M&C, Corporate,</p> <p>West Bengal Power Development Corporation Limited,</p> <p>Bidyut Unnayan Bhaban, 6th Floor, 3/C, LA Block, Sector-III, Bidhan Nagar, Kolkata-700106.</p> <p>Contact No: +91: 033 -2339 3625 / 9830616477</p> <p>Email ID: ichaudhuri@wbpdcl.co.in</p>
14. Address for Communication for visit of the site and other technical details	<ul style="list-style-type: none"> 1. Sri Dhruba Dasgupta , the GM (HR&A), Corporate, WBPDCCL Mob : 8336903725, E-mail : d_dasgupta@wbpdcl.co.in. 2. Sri Rudra Bhanu Gupta , AGM(HR&A), Corporate ,WBPDCCL ;Mob: 8336904086 3. Sri Saurav Bhattacharjee , Manager(HR&A) ,Corporate, s.bhattacharjee@wbpdcl.co.in, 9836447801

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1. GENERAL GUIDANCE OF E-TENDERING

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

A. REGISTRATION OF BIDDERS

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

B. COLLECTION OF TENDER DOCUMENTS

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

2. EARNEST MONEY DEPOSIT

A. Value of EMD: Rs. 26,00,000/- (Rupees Twenty Six lakh) only.

B. Mode of submission:

EMD shall be submitted ONLINE through this portal.

There is no exemption in EMD.

To submit BG, bidders shall have to opt for EXEMPTION in this portal and scanned copy of the BG is to be uploaded in the portal. After completion of the bid-submission period, the original BG must be submitted at the office of General Manager (M&C), Corporate Office, WBPDC, at the specified date and time. Otherwise, your bid shall not be considered for evaluation.

Bank Guarantee (BG) shall be from any scheduled bank authorized to do the business in India. Bank Guarantee will be in the name of "The West Bengal Power Development Corporation Limited." The Bank Guarantees (BG), if submitted, should remain valid for six months' period from the date of opening of the Tender.

Bank Details for BG:

NAME OF BANK: ICICI BANK,

BRANCH NAME: R.N. Mukherjee Road , Kolkata.

A/C NO: 000605035298

IFSC CODE: ICIC0000006

A/C Name: THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

Bank Guarantee (BG) of following categories of Banks may be accepted:

- Any scheduled bank incorporated in India. BG issued by foreign branches /foreign offices of such scheduled banks should be counter guaranteed by the Indian branch of that scheduled bank incorporated in India.

Or

- Any branch of an international bank situated in India or registered with Reserve bank of India (RBI) as a scheduled foreign bank.

Or

- Any foreign bank which is not a scheduled bank in India provided the BG issued by such bank is counter guaranteed by any scheduled bank incorporated in India.

Note: Under no circumstances would any guarantee be accepted from any Regional Rural Bank or State Co-operative Bank or Urban Co-operative Bank.

C. Refund of EMD:

- i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal. Earnest Money (if deposited through BG) will be refunded within seven (07) days from the date of finalization of the contract on the successful bidder and against a request letter to the AGM(M&C),Corporate, the WBPDCCL .

- ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the AGM(M&C), Corporate, the WBPDCCL .

- iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal . Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the AGM(M&C),Corporate, the WBPDCCL.

- iv. In case of successful bidder: EMD (deposited either through ONLINE or through BG) will be refunded against a request letter to the AGM(M&C),Corporate, the WBPDCCL , mentioning the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. Earnest Money deposited by the successful bidder will be released after deposition of entire 'Security Deposit'. In case of EMD submitted online , it may be adjusted with the total Security deposit amount of the entire contract and in that case, it will be refunded after the completion of contractual period covering claim period.

No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D. Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may liable to be forfeited as per discretion of the WBPDCCL Authority and other penal action may be taken as deemed fit.
- WBPDCCL reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- If the bidder does not accept the arithmetical correction of its bid price.
- For failure to submit contract performance guarantee within stipulated date.
- If the acceptance of order is not received within the stipulated period.

vii. On providing false or incorrect information in respect of qualifying requirement or any other information.

viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.

ix. Other conditions mentioned in this tender document.

3. QUALIFYING REQUIREMENT

- a) The bidder shall be either i) sole proprietor or ii) partnership firm or iii) limited company.
- b) The bidder must have experience in providing different categories of manpower in Government department/ Office/ Undertaking on continuous basis during previous 5 (five) financial years out of which in 2 (two) years the manpower to be supplied in Mines; preferably in Coal Mines. For this purpose the bidder has to submit the requisite credentials issued by the concerned employer.
- c) The bidder must have experience to deploy minimum 500 nos. of manpower in different categories in Mines (preferably in Coal Mines) against a single work order.
- d) The bidder shall submit order copies & satisfactory completion certificate from the end user in support of his credential. In absence of completion certificate, repeat order after completion date of earlier order from same establishment of same job will establish completion certificate of earlier job. The supporting documents w.r.t. the completed job value must be submitted by the party to ensure the job value of credentials.
- e) An undertaking that the agency has no adverse records or is a defaulter of statutory liabilities.
- f) A declaration that the bidder has not been debarred from business dealings in any Government/ Semi-Government/ Quasi-Government/ Government Undertaking.
- g) Copy of ISO-9001:2008 certificate.
- h) Copy of PAN Card issued by Income Tax Dept. & IT Return of last 03 (Three) F.Y. ending with F.Y.s 2023-2024.
- i) Copy of PAN Card issued by Income Tax Dept. & IT Return of last 03 (Three) F.Y. ending with F.Y.s 2023-2024.
- j) Copy of PF Establishment Code (PF code allotment letter by RO/SRO) and ESI Code.
- k) Copies of latest PF Return cum Challan & Profession Tax Return cum challan.
- l) Copy of GSTIN Registration Certificate along with SAC Code.
- m) Sound financial condition evidenced by Audited Balance Sheets and positive net worth during last 03 (Three) financial years. (Last financial year being 2023-2024).
- n) Audited Profit and loss A/C statement to satisfy that the average annual financial turnover of Rs. 50 Lakhs (Rupees Fifty Lakhs) in last 03 (three) financial years. (Last financial year being 2023-2024).

4. SUBMISSION OF TENDER DOCUMENTS

A) 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 bid.

i) Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. **No need to upload the published NIT documents**, instead upload the declaration as per format given in **Annexure II**.

ii)

iii) Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the addendum / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.

iv) The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : “Fee/PreQual/Technical” &

Cover #2 : “Finance” for BOQ sheet duly filled up. Bidders needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2 .

➤ The bid and other supporting documents uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**

➤ Currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

D) **Implied acceptance of procedures by Bidders :**

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

E) The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.

A. COVER 1 DOCUMENTS : TECHNICAL BID

Documents as mentioned in QR clause no. 3 alongwith

- i. **Bidder information sheet as per Annexure-I** furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney / authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document ,
- ii. **Declaration as per Annexure –II**

Note:

- *All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.*
- *Subcontractor’s / JV-consortium credentials are not acceptable. Credentials on working as a subcontractor are not accepted.*
- *Bidder has to mention whether it is a "zero deviation bid" , if not so , then during techno-commercial bid evaluation , if any infirmity is found , the bidder may be asked to clarify within 7 (seven) days , failing which their bid will be liable for rejection without any further intimation. No further negotiation will be entertained.*

- Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
- The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
- The Authority reserves its right to verify the documents/information submitted by the bidder.
- **Non-submission of any one of the above documents**, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

**B. COVER 2 :
FINANCIAL BID**

The financial proposal has to be submitted in Finance Cover as per decrypted BOQ sheet.

The bidder should only fill up / quote percentage against the following items in the BOQ as mentioned hereunder;

i. Service charge in percentage on total wage component

Wage component of Rs. 42,94,808.00 per month for supplying 331 Manpower as per scope work mentioned in the referred NIT in compliance with terms and conditions for 2(two) years of contract period has been calculated considering

- (1) Workers' minimum wage rate as on 01.01.2024 for West Bengal and rate as on 01.04.2024 for Jharkhand.
- (2) 26 days working days (except off-days) and including holidays.
- (3) Duty may be required on holidays against necessary norms.
- (4) 8.33% Bonus on the minimum wages (as per The Payment of Bonus Act, 1965).

The bidders shall quote percentage inclusive of the complete cost towards consumables, tools and tackles, equipment, all taxes and duties (as applicable other than GST), Govt. levies etc. if any.

Once completion of quoting rates in BOQ the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Evaluation will be done only on the basis of amount including GST as per service charge quoted in the BOQ sheet.

**5. AMENDMENT OF
BID DOCUMENT**

- a) At any time prior to the deadline for submission of bids, WBPDCCL may, for any reason whether at its own initiative or in response to a clarification requested by

prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-II duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDCCL may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDCCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDCCL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any addenda /corrigenda to the NIT, will be published in the <https://wbtenders.gov.in> and bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDCCL reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

6. ONE BID PER BIDDER

- a) Each Bidder shall be allowed to submit only one Bid. A bidder who submits more than one Bid will be disqualified.
- b) The NIT/Bid is not transferable.

7. CONDITIONAL AND INCOMPLETE TENDER

i. The offer must accompany Declaration as per **annexure-II**, , failing which it will be summarily rejected. If it is found that the Agency is blacklisted by any government department/ PSU/ Government agency at the time of submission of the bid and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and their EMD shall be forfeited and necessary actions may be taken **under the provisions of Corporation's Blacklisting Policy.**

In case of bidders who have been allowed EMD exemption and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and necessary action **under the provisions of Corporation's Blacklisting Policy may be initiated.**

ii. Conditional and incomplete tenders are liable to summary rejection.

iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.

iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false

documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

v. All the uploaded annexures will have to be attested by the bidder with official seal of the agency / company .

vi. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.

vii. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. **The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders .**

viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.

ix. The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.

x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCCL shall bear no liability whatsoever.

xi. Any hardcopy of the document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDCCL and The WBPDCCL shall have no obligation to return the same to the Bidder for any reason whatsoever.

8. OPENING & EVALUATION OF BID

A) OPENING OF COVER 1 : TECHNICAL COVER

a) Technical covers will be opened by the General Manager, M&C, Corporate, WBPDCCL or his authorized representative electronically from the website using their Digital Signature Certificate.

b) Interested bidders may see the tender portal after opening of tender.

c) Decrypted (Transformed into readable formats) documents uploaded under the **Cover 1: Technical Cover** will be downloaded, and handed over to the Tender Evaluation authority.

While evaluation, the Committee may summon the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders.

Any attempt by a bidder to influence the Owner in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

B) TECHNICAL BID EVALUATION

Evaluation by The WBPDCCL shall be based on the documents as uploaded by the bidder as per the tender clauses.

All declarations, annexures and statutory documents alongwith QR documents will be checked for evaluation of the qualified bidders.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCCL has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate.

➤ Clarification of Bids and shortfall documents

During the evaluation of Techno commercial Bids, the WBPDCCL may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 7 days . Bidder should answer the clarification within that specified date.

The shortfall information/ documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents will be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract shall be asked for so as to qualify the bidder.

No change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

Non-submission of the required document may lead to rejection of the bid.

Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidder only once after the technical bid opening.

However, such opportunity, shall not be extended in case the Tender Committee otherwise considers the bid as non- responsive. If the bidder fails to submit required documents within stipulated time, WBPDCCL reserves the right to cancel that bid unilaterally.

The WBPDCCL reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily.

The WBPDCCL reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information.

The bid without declaration as per annexure –II will be disqualified.

Notwithstanding anything stated above or elsewhere, The WBPDCCL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCCL.

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded in the web portals.

C) OPENING OF FINANCIAL BID

BOQ sheet, under Cover 2: Finance, uploaded by the Technically Eligible Bidders declared by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date.

**D) PRICE
EVALUATION** **BID**

Evaluation will be done only on the basis of amount including GST. as per service charge quoted in the BOQ sheet

During the evaluation, in case of quotation of abnormal higher/ lower percentages, Tender Evaluation Authority may seek necessary justification of such quoted percentage, if required, for acceptance by the WBPDCCL.

After evaluation of Financial Proposal, by Tender Evaluation authority, the final summary result, name of bidder and the percentages quoted by them will be uploaded.

Note :

i) Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

ii) The WBPDCCL reserves the right to accept any tender or reject any or all the tenders or Cancel / withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDCCL shall not be subject to raising of question by any bidder and The WBPDCCL shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCCL.

iii) Evaluation by The WBPDCCL shall be based on the documents as uploaded by the bidder as per the tender clauses. The requirements as stipulated in the tender documents are the minimum ones and The WBPDCCL has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder is found inadequate.

The WBPDCCL reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCCL reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information.

iv) Notwithstanding anything stated above or elsewhere, The WBPDCCL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCCL.

**E) AWARD
CONTRACT** **OF**

Based on conditions mentioned in this tender document , bids with lowest quoted value with GST should normally be accepted.

WBPDCCL shall reimburse the CTC amount (wage component) to the 'Manpower Provider' on monthly basis plus service Charges to be calculated on percentage basis on actual CTC(wage component).

However, The WBPDCCL does not bind itself to accept the lowest tender and also reserves the right to alter the quantity of any or all Bidders without assigning any reason whatsoever.

The successful bidder, whose bid is accepted by WBPDCCL, shall be issued Letter of Award (LOA) prior to expiry of bid validity. The successful bidder shall confirm unconditional acceptance by providing Order Acceptance / returning a signed copy of the LOA within 7 days from the date of placement of LOA (Letter of Award).

WBPDCCL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non-acceptance of their bids. WBPDCCL shall correspond only with the successful bidder.

Award of contract on the successful bidder will be uploaded in e-tender portal.

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.

Further, after acceptance of the order, if the agency fails to execute the job within stipulated time the Earnest Money /Security deposit will be forfeited, without any reference and necessary steps shall be taken **under the provisions of Corporation's Blacklisting Policy.**

9. BID VALIDITY

The required validity of the "Bid offer" is for a period of 180 days from opening of the financial bid.

In exceptional circumstances, prior to expiry of the original time limit, WBPDCCL may request the bidders to extend the period of validity for a specified additional period.

The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his "Bid" but will be required to extend the bid validity and the validity of bid security for the additional period as requested.

10. EMPLOYER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER

The competent authority on behalf of the Employer reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the percentage quoted.

11. REJECTION OF BID

On submission of any Bid, the corresponding Bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the Bidder shall have no claim in this regard against the Owner.

12. CANCELLATION OF TENDERS

WBPDCCL may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. WBPDCCL will not be liable for any other expenses incurred by the bidder to participate in the tender.

TECHNO-COMMERCIAL TERMS & CONDITIONS

13. SCOPE OF WORK

i) Requirement of manpower in different areas of Coal Mines, Railway Sidings and Group Vocational Training Centre, Rupnarayanpur under WBPDCCL is provided below:-

Sl. No.	Location	Total Manpower required	Category	Duty Pattern	Applicable Wages	Minimum
1	Pachhwara (N)	34	Security Supervisor, Security Guards, Cook, Attendant/ Helper, Housekeeper/ Sweeper, Office Boy	Monthly Basis	Jharkhand	
2	Gangaramchak	3			West Bengal	
3	Barjora (N)	5				
4	Tara (East)& Tara(West)	15				
5	Group Vocational Training Centre	11				
6	Hazaratpur Railway Siding	243	Security Guard			
TOTAL		311	<i>The exact list of Manpower required to be deployed as per category will be handed over after award of Service Contract. *</i>			

Bearing in mind, the imminent expansion of mining activities and its associated setups, a small pool of 20 nos. manpower may be tallied along with the existing manpower for deployment on 'as and when basis'.

Location: Hazaratpur Railway Siding

Total Manpower: 243

Category	State	Manpower	Wages (Incl. of HRA & Bonus)	Emp. PF	Emp. ESIC	Total Per Worker	Total Exp
Security Guard	West Bengal	243	11300	1197	367	12864	3125952

Location: Various Coal Mines and Railway Sidings and Group Vocational Training Centre of WBPDCCL

Total Manpower: 68

Category	State	Manpower	Wages	HRA	Bonus	Emp. PF	Emp. ESIC	Total Per Worker	Total Exp
Security Supervisor	West Bengal	1	10822	541	901	1407	352	14023	14023
Security Guard	West Bengal	14	9839	492	820	1279	320	12749	178491
Unskilled (Zone A)	West Bengal	6	9841	492	820	1279	320	12752	76512
Unskilled (Zone B)	West Bengal	8	9210	461	767	1197	299	11934	95475
Semi-Skilled (Zone A)	West Bengal	2	10826	541	902	1407	352	14028	28057
Semi-Skilled (Zone B)	West Bengal	3	10128	506	844	1317	329	13124	39372
		34							431929
Security Supervisor	Jharkhand	1	11596	580	966	1507	377	15026	15026
Security Guard (Zone B)	Jharkhand	2	11596	580	966	1507	377	15026	30052
Security Guard (Zone C)	Jharkhand	14	11050	553	920	1437	359	14319	200460
Unskilled (Zone B)	Jharkhand	2	11596	580	966	1507	377	15026	30052
Unskilled (Zone C)	Jharkhand	7	11050	553	920	1437	359	14319	100230
Semi-Skilled (Zone B)	Jharkhand	3	12168	608	1014	1582	395	15767	47302
Semi-Skilled (Zone C)	Jharkhand	5	11596	580	966	1507	377	15026	75130
		34							498253

Additional Buffer Manpower for Various Coal Mines and Railway Sidings and Group Vocational Training Centre of WBPDCCL

Total Manpower: 20

Category	State	Manpower	Wages	HRA	Bonus	Emp. PF	Emp. ESIC	Total Per Worker	Total Exp
Unskilled (Zone B)	West Bengal	20	9210	461	767	1197	299	11934	238674

Total Wage Expenditure amounts to: Rs. (31,25,952 + 4,31,929 + 4,98,253 + 2,38,674) = Rs. 42,94,808

ii) However, the number of required personnel of different categories as mentioned above against requirement may increase/decrease subsequently, if required to the extent of $\pm 25\%$, with consultation and permission of the Controlling Officer.

iii) The Corporation reserves the right to increase/ decrease the number of manpower deployed at any point of time at the sole discretion of the Management.

iv) Manpower deployed by the 'Manpower Provider':

a) None of the manpower to be deployed by the 'Manpower Provider' shall have any relationship whatsoever with WBPDCCL. WBPDCCL's relationship with the contractor shall be on principal to principal basis.

b) WBPDCCL shall not be liable or responsible for any other obligations and/ or liabilities in respect of the manpower to be deployed by the 'Manpower Provider'.

c) The 'Manpower Provider' shall abide by and comply with all statutory obligations as applicable as on date and also to be enacted by the Appropriate Government from time to time.

d) The 'Manpower Provider' shall submit to the WBPDCCL, a list of manpower engaged by them along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth, PF/ ESI Code No., one copy of recent colour photo, etc.) at the commencement of the contract period.

v) Escalation of Wages and Reimbursement for Manpower Deployed:

The escalation in Basic will be allowed as per existing norms, only on account of circular or notification of the Labour Department of Govt. of West Bengal/ Jharkhand and accepted by the Competent Authority of the WBPDCCL, as applicable. The additional financial involvement for such increase/ decrease including consequential change in wages, benefits and other fringe benefits with related allowance as admissible shall be reimbursed by WBPDCCL at actual and after being satisfied with supporting documents to the effect that you have made the payment to the deployed manpower.

vi) Wages & Benefits for the Manpower Deployed:

Agency will make payment to the deployed Manpower considering minimum wage of the different category of workers and as per other statutory norms of WBPDCCL.

Wages, benefits, fringe benefits (if any) and other related allowance (as applicable) will be paid by WBPDCCL, against your claim through bill, as per prevailing norms of WBPDCCL.

vii) Reimbursement of ESI Contribution:

Employers' Contribution towards ESI @ 3.25% (Maximum) on total labour cost will be reimbursed at actual on production of original challan, as per ESI rules and existing norms of WBPDCCL.

viii) Report:

The agency must document details of the manpower deployed at each location on monthly basis and submit to the Controlling department.

14. TOOLS & TACKLES

All necessary / essential tools & tackles, handling materials etc. shall be provided by the vendor without any extra cost.

15. OBLIGATION OF AGENCY

i) The contractor/agency should not sublet the work to any other agencies in any cases.

ii) The personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the Corporation shall have no responsibility or liability in this regard. The Manpower engaged shall always be on the Muster Roll of the Agency concerned. The tenderer should provide Proper Identity Card and Identical Uniform (2 sets) along with Winter Uniform and good quality reputed branded Industrial Safety Shoe (preferably Bata make safety shoe - Model Endura L/C, Model No. 825-6051-1 set – Black) should be provided to all Security Personnel on duty by the Agency at no extra cost to the Corporation. Uniform should be provided from the

date of commencement of the contract. Security Personnel on duty to be provided with Gum Boot, Rain Coat, during the rainy season. On duty security personnel to be provided with three cell torch by the Agency and only the cell to be provided by the Corporation as per rules of the Corporation. The Personnel engaged shall be disciplined and polite to the Corporation employees. Corporation shall not be liable or responsible for any other obligations and/or liabilities of any kind vis-à-vis the concerned contractor and the workers of the contractor. If, any working personnel is found without proper uniform penalty would be imposed on the agency as per discretion of the management.

iii) The compliance of all Acts & Government Rules and Regulations regarding employment and working condition including various statutory facilities shall be responsibility of the agency. The agency will also be responsible for any fines for non-compliance of any such Acts & Rules and Regulations.

iv) The personnel deployed by the Agency found associating himself with any activities against the interest of the Corporation and/or not complying fully with the standing orders/Rules & Regulations of the Corporation may be liable to be removed either on the order of the agency or on such directive made by the Competent authority of the Corporate Office if any for such violations.

v) The Agency is required to obtain a Labour License from the Competent Authority of the Labour Department, Government of West Bengal. The Agency shall be responsible for fulfilling the required strength as per order and maintain the same at all points of time. The Agency shall be paid for actual duties performed by the personnel deployed by the Agency.

vi) Agency shall be liable for all payments to their employees for performance of duty and the company, in no events will be liable or responsible for any payment other than the payment stipulated in the contract.

vii) The Agency shall undertake to disburse the monthly wages to their personnel in presence of the authorized representative of the WBPDCCL by 7th of forwarding month, positively, irrespective of settlement of monthly bills by the Corporation. The Agency shall not pay less than the minimum wages to the Personnel engaged as notified by the Labour Department, Govt. of West Bengal/ Jharkhand which is applicable for the employees.

viii) In case of any disputes regarding payment of wages and its rate etc. raised by any of the Personnel, so deployed by the Agency under this contract, the sole liability to settle the dispute shall vest with the Agency and if for any reason any extra payment of difference of wages etc. becomes payable to any individual the same will be borne by the Agency.

ix) Agency shall provide Proper Identity Card to the working personnel. All the working personnel should display the card during duty hours.

x) The Agency shall not engage any person having bad/criminal record. During discharge of duty/leisure time the behavior with the Corporation employees should be polite & good and the personnel shall not indulge any unwanted dispute to disturb the I.R. situation of the site.

xi) The Agency shall submit to the authority a list of personnel engaged by it along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth and one copy of recent colour photo) at the beginning of the contract.

The Agency shall not change any personnel without prior permission of the concerned authority of the Corporate Office, though the Agency has to rotate its employees in every six months. However, the Agency may change its employees on transfer from this site to another site with approval of the authority.

xii) The Agency shall maintain regular Attendance Register of the personnel deployed at the Corporate which is to be provided to the Competent Authority as and when required.

The Agency shall deploy Personnel on the basis of 8 hours duty and their weekly Off & National Holidays shall be allowed to them. The Agency has to deploy the required number of personnel per day as per order throughout the period of contract, and in case of deployment of any personnel beyond 8 hrs normal duty he will be allowed extra wages as per law.

xiii) The Agency shall at his own cost, observe, perform and comply with the provisions of the following acts as and when applicable, during the execution of the contract period and rules/by laws framed there under including but not limiting to the following and shall maintain such registers and documents as required under the various statutes for production of the same before the Corporation and/or other statutory authorities prescribed on behalf as and when required. Non-compliance of the provisions/stipulations of this Acts will render the Agency liable to payment of necessary compensation/ penalty as deemed fit by the Corporation. The Corporation at its discretion may also terminate the contract in the event of non-compliance of the Acts as and when applicable.

a) The Contract Labour (Regulation and Abolition) Act 1970.

b) The Payment of Wages Act 1936.

c) The Employees Provident Fund & Miscellaneous Provisions Act, 1952.

d) The Payment of Bonus Act 1965.

e) The Employees State Insurance Act 1948.

f) The West Bengal Shops and Establishment Act, 1963.

g) Any other Act or rules and statutory provisions which may be applicable to the agency from time to time.

It will be the sole responsibility of the Agency to ensure all sorts of payment to his workers and submissions of returns in time as required by various Statutory Authorities concerned.

xiv) The Agency shall ensure that its personnel do not indulge in smoking or carry match boxes, lighter etc. in No Smoking Zone, if any of the office premises.

xv) The replacement of personnel in case of sickness / leave / strike or otherwise shall be the responsibility of the Agency and for this no extra cost shall be paid by the Corporation.

xvi) If any Personnel found to be sleeping 'on duty' or found intoxicated while 'on duty' will also be deemed to be absence for the full man shift involve & for such activities he will be liable for disciplinary action by his employer.

xvii) In case of any loss due to negligence, carelessness, default or any omission or conduct on account of employees of the Agency, the same shall be made good by the Agency or its employees as per the Corporation's Rules. It will be assessed by joint inspection.

16. CONTRACT PRICE

The contract shall be a fixed rate contract other than GST.

The rate of services shall remain firm during the entire contractual period and the extended period of contract (except wage escalation, if any).

Rate shall be on the basis of accepted service charge as percentage on wage component as follows :

- **Manpower Budget [Cost to the Company (CTC) basis]:**

Various Coal Mines and Railway Sidings and Group Vocational Training Centre of WBPDCCL : Rs. 42,94,808.00 per month (wage component)

Note:

i) The monthly financial involvement has been estimated on the basis of the rates of present minimum wages as applicable [Pachhwara (North) – Minimum Wages rate of Jharkhand, Other Coal Mines – Minimum Wages rate of West Bengal] excluding the Overhead Charges of the ‘Manpower Provider’.

ii) CTC component shall comprise of monthly Basic as per Minimum Wages of Govt. of WB/ Jharkhand, Bonus, Leave Payment, Employer’s PF & ESI and excluding Service Charges of the agency, applicable GST and any escalation cost due to revision of State Minimum Wages, as notified by the concerned Government from time to time and any insurance premium amount incurred under E.C. Act, 1923.

The agency shall not pay less than the minimum wages to the deployed manpower as notified by the Labour department, Govt. of W.B./ Jharkhand as applicable from time to time during the entire contractual period and extension period (if any).

However, **in case of escalation of wage rate** in connection with revision of minimum wages as per the notification of Govt. of West Bengal/ Jharkhand, if any, will be borne by the agency itself initially and such additional amount over and above the composite amount shall be claimed by the agency with relevant notification to WBPDCCL for reimbursement subsequently. **But no Profit/ Overhead Charge will be allowed on this increased / escalated amount.**

GST shall be paid as extra as applicable.

17. CONTRACT PERIOD

The contract will initially be for a period of 2 (two) years with a provision of further extension of 1 (one) year with the same terms and conditions at the sole discretion of the management depending upon satisfactory performance and conduct.

18. PAYMENT TERMS & CONDITIONS

a) 100% payment will be made against the submission of monthly bills (in triplicate) duly signed and certified by your representative within 30 days from the date of submission of bill.

b) Billing for each month must be submitted by 10th of the following month in respect of the previous month and accordingly the Authority will settle the bill by the end of the following month provided the Bill and all relevant documents are found to be in order.

c) Copies of wage sheet, attendance sheet, ESI deposition challan along with individual monthly contribution sheet, ECR copy of PF deposition should be submitted with the monthly bills.

d) Copy of Labour License should be submitted with the first monthly bill.

e) The monthly payment will be made on the basis of daily deployment on “No work No Pay” towards deployment of manpower against certified Bills.

f) Workers estimated value per month

- Income Tax or any other statutory recoveries, as applicable will be deducted from the monthly Bill of the Agency, as per statutory norms.
- The estimated value of different category of each worker per month (considering 26 working days in a month) is inclusive of the following components:
 - (i) Minimum wages in the state of West Bengal notified by the Labour Department, Govt. of WB as on 01.01.2024 and Minimum wages in the state of Jharkhand notified by the Labour Department, Govt. of Jharkhand as on 01.04.2024 for various categories as mentioned in NIT.
 - (ii) Applicable Leave and Holidays.
 - (iii) Bonus (8.33% of wages).

g) PF contribution

- The payment of Provident Fund Contribution (Employer's share & administrative charges), ESI (Employer's Share) will be reimbursed by WBPDCCL against submission of Bill with depository Challan in each month.

h) Group Personal Accident Insurance

- The payment of Insurance Premium for Group Personal Accident Insurance will be reimbursed by WBPDCCL against submission of original receipt at actual (The Insurance should be obtained from the enlisted Insurance Company by the WBPDCCL).
- The payment of Insurance premium, if any for the E.C. Policy under The Employees Compensation Act, 1923 will be reimbursed by WBPDCCL against submission of original receipt at actual. Taxes and duties if any shall be paid extra. But no Service/ Overhead Charge will be allowed on this.

19. BILLING

Monthly billing will be done as per actual attendance of the workers in each month, as certified by the controlling officer or his authorized representative.

During the preparation of monthly bill, percentage (%) of service charge (which will be finalized before the placement of order considering approved service charge) will be imposed on the following fixed three items only

- (i) Total wages as per actual attendance including duty in Holidays (if any).
- (ii) Bonus(8.33% of wages),

No service charge will be allowed on the other items in the bill.

No service charge will be allowed on O.T. charge (if any).

All payment and billing will be done as per SOP in our SAP system.

GST will be paid extra as per GST council and as per SAC.

Beside this, any other new imposition of statutory expenses made by Govt. of India (as applicable) will be paid extra on production of documentary evidence.

Any changes in provision of GST including applicability of certain provisions which for the time being is deferred is deemed to be applicable in this Order.

20. CONTRACT PERFORMANCE SECURITY DEPOSIT

Contract performance security deposit amount is 10% (Ten Percentage) of total contract price.

The EMD of the successful agency i.e. the recipient of the LOA / order shall be converted into initial security deposit. The balance amount has to be submitted within 10 days from the date of placement of LoA.

RELEASE OF CONTRACT PERFORMANCE SECURITY DEPOSIT

All security deposits are refundable after the expiry of 03(three) months from the date of satisfactory completion of the work as per the Letter of Award or from the date of

termination of work by WBPDCCL, subject to recovery of the WBPDCCL's dues from the agency on the date of termination. The amount of security deposit shall bear no interest.

21. ADDITIONAL PERFORMANCE BANK GUARANTEE

In case the successful agency bid value is 80% or less than the estimated price, additional performance security @10% of the Tendered amount in the form of Bank guarantee from any scheduled bank shall be obtained from the successful agency before issuance of Work Order. This BG shall be in the name of The West Bengal Power Development Corporation Limited. The validity of which shall be up to the entire completion period of the work with a claim period of another 30 days. This BG shall be submitted within 10 days from the date of issuance of LOA / Contract / Order.

22. LIQUIDATED DAMAGE

In the event of any delay in execution of works beyond the stipulated completion schedule including any extension permitted in writing, the WBPDCCL reserves the right to recover from the contractor a sum equivalent to 0.5% of the value of delayed work for each week of delay and part thereof subject to a maximum of 10% of the total value of Contract.

Under GST regulation, taxes are levied on deductions under Liquidated Damage (LD). Such taxes will be charged extra by WBPDCCL. The rate of such tax on LD would be as per laws applicable at the time of imposition of LD when a Debit Note/Invoice is raised by WBPDCCL.

Repeated failure on this count may lead to termination of the order and forfeiture of the security deposit as per provisions of termination clause.

23. CONTROLLING OFFICER

The GM (HR&A), Corporate, WBPDCCL or his authorized representative. All correspondences related to this supply (technical matters) and any other issue shall have to be addressed to Controlling Officer in future, Mob : 8336903725, E-mail : d_dasgupta@wbpdccl.co.in.

24. PAYING AUTHORITY

The General Manager (F&A), Corporate Office, WBPDCCL.

25. DEVIATIONS

No deviation is allowed to the NIT.

GENERAL TERMS & CONDITIONS

26. DEFINITIONS

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise demands.

a) "Approved" shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).

b) "Employer/ WBPDCCL" wherever referred in the document, mean the WBPDCCL or its authorized representative or any other officer specially deputed for the purpose.

c) "Discrepancy" – In the event of any discrepancy in words and figures, the description in words shall prevail.

d) "Rupees" shall mean the lawful currency in India.

e) "Singular & Plural" words imparting the singular and plural meanings also mean the plural and singular where the context so requires.

f) "Works/Jobs" shall mean the scope of services / works/ jobs required to be executed in accordance with the Bid Document.

g) "Agency/Firm/Contractor/Party/Supplier" or "Service provider(s)" shall mean the successful agency (whose bid has been accepted by the WBPDCCL and a written

intimation has been given by the WBPDCCL to this effect and shall include his legal representative, successors and permitted assigns.

h) "Month & Year" mean calendar month and calendar year

27. EFFECTIVE DATE

The Contract shall come into force from the date issue of Letter of Intimation / Letter of Award.

28. AGREEMENT

The Agency shall execute the agreement on Non-Judicial Stamp Paper of value Rs 100/- as per Proforma enclosed herewith within 30 (thirty) days from the date of acceptance of Work Order. Two copies in original should be submitted along with photocopies of NIT and Order copy. The attached documents should be signed and sealed on every page by the authorized signatory of the company/ agency.

29. FORCE MAJEURE

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure.

Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence.

Execution of works / supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

However if such event continues for a period exceeding 120 days(for works)/ 90 days(for goods),, either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

30. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

(a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract, and

(b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply to the cost of repairing defective items, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

31. SAFETY

The agency shall take all safety measures during the work as per the safety rules as defined in "Safety Annexure" in consultation with the Controlling officer. The Agency will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.

WBPDCCL in no way shall be responsible for safety of your workmen and for any untoward incident WBPDCCL will bear no responsibility.

32. CONFLICT OF INTEREST

Facilitator (successful agency) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

33. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR

No sub-contractor shall be engaged by the contractor for accomplishment / carrying out full or part of any job under the contract.

34. NON-COMPLIANCE

In case the contractor fails to carry out his assigned job or could not mobilize his resources even after placement of order or if the contractor fails to achieve the desired progress as stipulated in the scope of work, the Controlling Officer or his authorized representative reserves the right to get the job done by any other agency for the interest of the corporation and subsequently take action as per "Termination" .

35. TERMINATION

A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY/FIRM

If the agency fails to execute whole or part of the works within the time period(s) specified in the contract,

or any extension thereof granted; and/or

If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

The WBPDCCL reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

- i. Unsatisfactory performance of the contracted work,
- ii. Involvement in action causing breach of peace and discipline within the WBPDCCL/ area premises,
- iii. Failure to comply with terms and conditions of the contract,
- iv. Moral turpitude,
- v. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
- vi. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDCCL.

B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the agency/firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the agency/firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPDCCL.

C. TERMINATION OF CONTRACT FOR WBPDCCL'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDCCL to cancel the contract. In such a case, *the WBPDCCL reserves the right to terminate the work by sending 15 days' notice* to the agency/firm for cancellation of the contract, in whole or in part *without assigning any reason*. The notice shall also indicate the date from which the termination will become effective.

D. RECOURSE AVAILABLE TO WBPDCCL IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

a) Forfeiture of the EMD /security deposit, as the case may be;

b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, goods undelivered or works unexecuted may be procured/executed adopting alternative recourses at the sole risk and cost of the contractor. The additional cost over and above the contracted price incurred for procurement of undelivered goods / execution of the unexecuted portion of works shall be charged to the Contractor. However, the contractor shall continue to fulfil the contract to the extent which is not terminated.

36. HANDLING OF SUITS

All legal suits against any executing contractor arising out due to the fault exclusively on the part of the WBPDCCL, shall be handled and / or contested by the WBPDCCL and the expenses in such legal cases shall be borne by the WBPDCCL.

If such litigation arises out due to any fault on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.

37. DISPUTE RESOLUTION

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached.

Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party, the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court, Calcutta.

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.

The seat of arbitration shall be Kolkata, West Bengal, India

38. GOVERNING LAW & LEGAL JURISDICTION

The contract shall be governed by and construed in accordance with substantive and procedural laws of India.

Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.

39. BLACKLISTING

Agency may be blacklisted as per WBPDCCL's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings (available at <https://wbpdcl.co.in>)