RuralConnectivityTrainingAndResearchCentre

(UnderPanchayats&RuralDevelopmentDepartment,Govt.OfWestBengal)

PLOTNO.B/4,SCHOOLAREA(PT.),KALYANI,NADIA

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

rctrc.kalyani@gmail.comWebsite:www.rctrcwestbengal.com

NOTICEINVITINGTENDER

NITNo:007/RCTRC/2026 **Dated: 01.10.2026**

NoticeInvitinge-Tender

For

Providing outsourced manpower of different categories at Rural Connectivity Training and Research Centre (RCTRC) under P&RD Department

BiddingDocument

These documents are meant for the exclusive purpose of bidding against this e-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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ABRIDGEDNOTICEINVITINGe-TENDER

(DomesticCompetitiveBidding)

NITNo:007/RCTRC/2026 Dated: 01.10.2026

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&ExecutiveEngineer,P&RDDepartment,Govt.ofWest Bengal invites e-tender from resourceful, reputed, eligible, competent and established manpower service provider and security agencies,having registered offices in West Bengalfor providing outsourced manpower of different categories at RCTRC, Kalyani, Nadia. Detailed e-NIT may be seen & downloaded from RCTRC, Kalyaniwebsite:www.rctrcwestbengal.com or P&RDDepartment website: **www.wbprd.nic.in**. Interested bidders may also obtain bidding documents by registering themselves to the e-tendering portal https://tenders.wb.gov.in and thereby downloading the bidding documents from **11.00 A.M. on 07.11.2026.** The last date of submission of bid is **30.11.2026 up to 03.00 P.M.**

Sd/-
Manager (Training)
RCTRC, Kalyani, Nadia &
Executive Engineer, P&RD
Govt. of West Bengal

RuralConnectivityTrainingandResearchCentre

(UnderPanchayats&RuralDevelopmentDepartment,Govt.OfWestBengal)

PLOTNO.B/4,SCHOOLAREA(PT.),KALYANI,NADIA

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

rctrc.kalyani@gmail.comWebsite:www.rctrcwestbengal.com

(Domesticcompetitivebidding)

Section-I

NOTICEINVITINGe-TENDER

For

Providing outsourced manpower of different categories at RCTRC, Kalyani, Nadia

Memo No.: 3202/RCTRC/2026-27 **Date: 05.11.2026**

NIT No: 007/RCTRC/2026 **Dated: 01.10.2026**

a. **OnbehalfofWestBengalStateRuralDevelopmentAgency(WBSRDA)under P&RDDepartment,TheManager(Training)oftheRuralConnectivityTraining and Research Centre, Kalyani, Nadia & Executive Engineer, P&RD Department, Govt. of West Bengal** invites e-tender from resourceful, reputed, eligible, competent and establishedmanpowerserviceproviderandsecurityagencies,havingregisteredoffices in West Bengal for providing outsourced manpower of different categories at RCTRC Campus, Kalyani, Nadia.

b. **BriefScopeofwork**

Thescopeofworkshallbeonthebasisofsinglesourceresponsibility.Itwillincludethe following but not limited:

A. Engagement of outsourced manpower for performing dutiesof 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 shall be round the clock or in three shifts depending uponthe actual requirement.

C. Performingthestatutoryobligationanddutiestobeallottedbythecompetentauthorityof the RCTRC, Kalyani as well as the P&RD Department.

D. The prime objective of the service is to maintain the entire premises of RCTRC Campus in secure and clean condition.

(1) For securityservices:

i. Theduty forguarding the campusshall be round theclock i.e. 24 (Twenty-Four) hours by rotation of three shift of 8 (Eight) hours each shift.

ii. There will be a roster (by name) of duty allocation of the security personnel preparedbytheinstitution/officeinconsultationwiththeagency.Thisrostermust be adhered to.

iii. Attendance Register will have to be maintained under the supervision of an assigned office employee for payment of remuneration.

iv. Allthepersonnelshallhavetobesuppliedwithaspecificuniform by the agencyfor identification.

(2) ForHousekeeping/Sweeping/Cleaning/LaboratoryKhalashi/Office Staff/OtherService:

Thebroaddetailsofworkcoveredunderthescopeare:

v. Cleaning,sweepingand moppingoffloors.

vi. Thoroughcleaningoftoilets/urinals.

vii. Thorough dusting of all furniture, railings, loose items in rooms and in common areas.

viii. Apartfromtheseworks,theopenspacesadjacenttothebuildingarealsoto be cleaned on daily basis.

ix. Different activitiesareto becarried out asperthe specificrequirement of various tests related to road materials in RCTRC laboratory.

x. TheagencyshallmaintainanAttendanceRegisterofall the outsourcedpersonnel.The registerofpersonnelshallbesubjectedtocheckingbytheconcernedofficerofRCTRC, KALYANI.Thepersonnel willrenderserviceson allworkingdaysandanyother day as may be required,. The personnel will maintain cleanliness of toilets, lavatories, floors etc. of Dining Hall, Kitchen, Reception areas, all the rooms of Hostel Building, Academic Building, Guest House & Directors' House and all common toilets including every attached washroom. The maximum allowable days for billing will be 26 days as mentioned in G.O. No.: 30/Stat/14/RW/24/2023/LCS/JLC dated 22.06.2026.

(3) Jobstobecarriedoutdaily:

xi. Cleaningoftoilets,windows,washbasins,removingofalldust,unwantedmaterials etc. Cleaning to be done everyday.

xii. Cleaningofcorridors, staircasesandcommon area.

xiii. Removingdustfromfurniture,floors,windows,doors,staircase,handrailetc.

xiv. Collectingwastepapers,unwantedmaterialsanddisposalthereofatindicated locations.

xv. Cleaningofroomsbymoppingfloorwithclothsoakedinwaterandphenyl.

xvi. Activities to be undertaken as per testspecific requirementof road materials in RCTRC Laboratory.

xvii. All the daily services related to premises shall be accomplished before office hours, i.e. 9.30 a.m. unless advised otherwise. If required, even on Saturdays/Sundays housekeeping shall beperformed.

xviii. Cleaning of overhead tank once in every two months.

c. **Location,SalientFeaturesandDetailsofRCTRCCampus,Kalyani,Nadia:**

RCTRCCampus,PlotNo.B/4,SchoolArea(Pt),besideBinoyBhaban,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			

d. **Thedetailsoftherequiredtypeofoutsourcedpersonnelandjobdescriptionsareasfollows:**

Table-1

Sl. No	Type of manpower	No. of manpower tobe deployedinitially	Minimum Educational Qualification desirable	HeadofAccount	Earnest Money
I	II	III	IV	V	VI
01	GuardingtheRCTRCcampus by security personnel (withoutarms)atMorning,Day&NightShifts @ 8 hours each shift (Group D)	**7**	Class VIII pass	**RCTRC FUND**	**Rs. 3,00,000/-**(Rupees Three lacs)
02	CaretakercumCook (Group C)	**1**	Class X pass		
03	Electrician cumDGoperator (Group C)	**1**	Electrical workmen's permit		
04	MultitaskingWorker (Group C)	**2**	Class X pass with computer knowledge and proficiency in reading and writing in Bengali & English language		
05	Housekeeping&CleaningStaff (Group D)	**4**	Class VIII pass		
06	Gardener (Group D)	**1**	Class VIII pass		
07	LabKhalashi (Group D)	**3**	Class VIII pass		

e. **Breakupofsalaryforeachcategorysupportstaff***(As per the Order of The Additional Chief Executive Officer, WBSRDA vide Memo No.: FC-1213/WBSRDA/1M-22/2014(E-817654), dated 08.05.2025.*

Theagencyshallquoteconsolidatedrateconsideringthefollowings:-

1) Basic wages shall not be less than Rs. 14,620/- for Group-C and Rs. 12,900/- for Group-D staff.
2) EPF and ESI shall be as per norms i.e., 13% and 3.25% of Basic Wages respectively. The rate may be changed from time to time as per order issued by the Government of West Bengal.
3) Total amount payable to agency shall not exceed Rs. 17,000/- and Rs. 15,000/- in case of Gr. C and Gr. D category staff respectively.
4) Agency'sservice chargeshall becalculated in thefollowingmanner:
   a) ForGr.C(Semi-skilled)[Rs.17,000–{BasicWages+EPF+ESI}]
   b) ForGr.D(un-skilled)[Rs.15,000–{BasicWages+EPF+ESI}]

NOTE:1)Applicable GST will be paid separately.
2) Age limit: 18-57 years.
3) Designation wise employee name to be submitted after obtaining of LOA.

Estimated Cost: **A) Total yearly financial involvement against manpower cost is Rs. 35,15,121 (excluding Service Charge) as per Table I.**

f. **QuotedPrice:**

i) The Bidder shall quote their Financial Bid in a single consolidated statement"**Bill of Quantity (BoQ)**" template (XLS format) which is available on the e-Tender portal.Thee-TenderportalwillacceptBoQtemplateonlyandhencetherateshould not be quotedin anyother place except BoQ template provided in the Portal.

ii) Thebiddershouldquoteratesforeachandeverycategoryofstaffin terms in Indian Rupees. In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quotedforanycategory,thebidshallnotbe considered asvalidandhencethesamewill berejected. Theconsolidatedpricewillbetakenintoconsiderationwhileawardingofcontracttothe successful bidder.

iii) The rates quoted shall be firm and final. The price should be all inclusive i.e. Basic Wages, EPF, ESIC and other statutorychargesarisingfrom timetotime.Thequoted priceshall beexclusiveofGST. G.S.T.will be payable asper Government of India norms notified from time to time.

iv) Atthetimeofpaymentofbills,incometax, anyothertax/dutyetc.that shall be deemed necessary to be deducted, shall bededucted at source as per Government rules and guidelines as may be prevailing at the time of payment.

v) The agency shall be bound to show the document of the deposit slip to this authority from time to time.

vi) The agency will have to produce documents regarding submission of EPF, ESI contributionandwagespayrollofthemonthalongtheprayerforpayment for the month.

vii) **Basic wages to be paid to each & every category of staff as per notification issued by The Additional Chief Executive Officer, WBSRDA vide Memo No.: FC-1213/WBSRDA/1M-22/2014(E-817654), dated 08.05.2025. If Minimum Wages is more than the Basic Wages, then the minimum wage must be paid as per notification of LabourDepartment as applicable from time to time.**

g. **Periodofcontract:**

The period of contract shall be for thirty (36) calendar months.

The contract may be extended up to maximum 90 calendar days in exceptional situations. During the extended period the terms and conditions of the contract shall remain unchanged.

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

a) **IncreaseofNumberofManpower:**

Thenumberofmanpowermaybeincreasedasperrequirement

b) **DecreaseofNumberofManpower**

Thenumberofmanpowermaybedecreasedasperrequirement.

The authority of RCTRC, Kalyani, WBSRDA, P&RD Department at any stage of the contract may instruct the Agency to scale down the number 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 CategoriesofManpower**

New categories of manpower shallbe provided by theAgencyagainst thesamecontract as and when required. In such case the remuneration of the new category of manpower shall be fixed by WBSRDA, P&RD Department.

d) **MonthlyrateofManpower**

Monthlyrateofmanpowermaybereviewedbytheauthorityof WBSRDA,P&RD Department and may be amended time to time, if required.

h. **BidSecurity(EarnestMoneyDeposit (EMD):**

i) Earnest Money of amount **Rs. 3,00,000/- (Rupees Three lacs)** onlymustbedepositedbythebidderinonlinemodeonlyfollowingthememorandumof the Finance Department Audit Branch Memo No- 3975-F(Y) dated: 28th July, 2016. Payment tobemadethroughICICIpaymentgateway(online)ine-procurementportal **http://tenders.wb.gov.in**for deposit and refund of Earnest Money. Balance Earnest Money to constitute 2% of the quoted amount to be deposited separatelyafter issuance of LOA.

ii) CopyofEarnestMoneyDepositchallanwithclearlywrittenUTR/Txn.numberneedsto be uploaded with technical documents. Hard copy submission shall not be allowed. All document needs to be upload in appropriate folder.

i. For e-filling, intending bidder may download the tender documents from the website http://tenders.wb.gov.in directly with the help of Digital Signature Certificate. Bid Security (EMD) shall have to be remitted through online https://tenders.wb.gov.in. If the offer is submitted without or inadequate Earnest Money (Bid Security), the bid shall be rejected. Incomplete offer is liable for rejection.

j. **QualificationRequirementforBidders:**

a) **Credential:**

i) Credential certificate of **Rs 60,00,000/- in a single contract** of supply of security personnel & different categories of office staff at government institute / organization with in last 5 years from the date of Notice Inviting Tender to be submitted.

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 construction material testing laboratory, test equipment and the ability to provide necessary road material testing assistance as required. Credential certificate of manpower supply as lab assistants in civil engineering testing laboratories may also be accepted.

iii) Business experience for at least 03 yearsout of last 05 financial yearsin providing outsource manpower in different category of support staff/security guards/gunmen is desirable..

iv) Credentials to prove their satisfactory past services in government, PSU & other enterprises. Engagement order, work completion certificate should be provided.

b) Registration under Private Security Agencies (Regulation)PSARAct, 2005 and Labour License issued from the office of Labour Commissioner.

c) ValidGSTRegistrationcertificate.

d) PAN Card.
e) ProfessionTaxRegistrationcertificate.
f) ValidRegistrationCertificateunderEPFAct,ESIActetc.alongwithcodenos.under Employees Provident Fund Act and ESI Act.
g) MinimumAverageAnnualTurnoverwhichshouldnotbelessthan**Rs. 90,00,000.00(RupeesNinetylakhonly)**duringfinancialyears2023-24,2024-25&2025-26.
h) Valid Trade License and offices with in West Bengal. Agencies operating from outside the state without office(s) in West Bengal shall not be considered. The bidder must give the proper address of office in west Bengal and its registered office.
i) Governmentownedenterpriseshavingsimilarbusinessexperiencemayalsoparticipate.

k. **Validityofoffer:**

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

l. **ScheduleofDatesfore-Tendering:**

SL.NO.	PARTICULARS	DATE&TIME
1.	Dateofuploadingofe-NITDocuments (Online)	**06.11.2026at11.00hrs**
2.	Documentsdownloadstartdate(Online)	**07.11.2026at11.00hrs**
3.	Pre-bidMeeting	**17.11.2026at 12.00 noononwardsatofficeof the Manager (Training), RCTRC,Kalyani,Nadia**
4.	Bid proposal submission startdate(Online)	**07.11.2026at11.00hrs**
5.	Bidproposal Submission end date(Online)	**30.11.2026at15.00hrs**
6.	BidopeningdateforTechnicalEvaluation (Online)	**02.12.2026at15.00hrs**
7.	DateofOpeningoffinancialbid	Tobenotifiedlater.

m. The authority at RCTRC, Kalyani as well as WBSRDA, P&RD Department is not bound to acceptthelowest/highest bidder.Authorityreservestherighttoacceptor 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.

n. If the dates of any offline activity and opening of Technical Bid and Financial Bid fall on holidays or on daysof strike or natural calamity, the dates getdeferredto nextworkingday at same hours without any further notice.

o. Aprospectivebidderrequiringanyclarificationonbiddingdocumentsmaynotifytheauthority of RCTRC, Kalyani or WBSRDA, P&RD Department by uploading the same in the e-tenderingportal,whichshallbeavailabletoalltheparticipantbidders,asperStandardFormat enclosedwiththisdocument **Form 2,** and**Form 3**notlaterthanthedateandtimespecifiedin eNIT. The soft copyof the same must be sent inXLS format in the officialmail address.

p. Anyevidenceofunfairtrade practicesincludingovercharging,pricefixing,carteletc.as definedinvariousstatutes, willautomaticallydisqualifythebidders.

q. 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 etenderportalhttps://tenders.wb.gov.inand itwill be part& parcel of thetender.The bidders are therefore advised to follow the website for such corrigendum, notification etc.

r. **ConsortiumorJointVentureforthisworkwillnotbeconsidered.**

s. Otherinformation aswellasterms andconditions,which do not coverinthee-NIT,havebeen incorporatedin**InstructionstoBidders(SectionII),GeneralConditionofContract(Section III)** and **Special Conditions of Contract (Section IV)** of this tender.Special Conditions of Contract (Section-IV) shall supplement/amend the General Conditions of Contract (Section-III), wherever there is a conflict, the provisions in Section IV shall prevail over those in the Section III.

t. **AddressforCommunication**

TheManager(Training),
RURAL CONNECTIVITYTRAINING ANDRESEARCH CENTRE under PANCHAYATS& RURAL DEVELOPMENT DEPARTMENT, GOVT. OF WEST BENGAL
PlotNo.B/4,SchoolArea(Pt.),Kalyani,Nadia
e-mailID:wbrctrc.kalyani@gmail.com /
rctrc.kalyani@gmail.comWebsite:www.rctrcwestbengal.com

Sd/-
Manager (Training)
RCTRC, Kalyani, Nadia &
Executive Engineer, P&RD
Govt. of West Benga

Section- II

InstructiontotheBidder

	A.Introduction
ITB.1.0	**NameoftheWork:** ProvidingoutsourcedmanpowerofdifferentcategoriesatRCTRCCampus,Kalyani, Nadia.
ITB.1.1	**Quantitytobequotedbythebidder:** Theagencyshallhavetoquoteconsolidatedrateincluding Basicwages,EPF,ESI,Servicecharges etc. Applicable GST on service charges only shall be paid separately.
ITB.2.0	**BriefScopeofwork** Aspere-NIT
ITB.3.0	**Responsibilityofbidders**
ITB.3.1.	TheP&RD Department will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductionsthebiddermayderivefromthedatafurnishedbythe WBSRDA,P&RDDepartment. 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.
ITB.3.2.	It shall bethesoleresponsibilityofbiddersto determineand to satisfythemselvesbysuchmeans as they consider necessary or desirable as to all matters pertaining to this bidding process includinginparticularallfactorsthatmayaffectthebidpriceandperiodofcontract.
ITB.3.3.	It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the workhave properlybeeninvestigated and considered while submittingthe 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 authority at RCTRC, Kalyani.
ITB.4.0	**Costofbidding** 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.

B.TheBiddingDocuments

ITB.5.0 **Contentsofbiddingdocuments**

ITB.5.1 The scope of work, bidding procedures, contract terms and conditions and technical specificationsareprescribedinthebiddingdocuments.Thesetofbiddingdocumentsuploaded 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	SectionI	:	NoticeInvitingTender	
	SectionII	:	InstructionsToBidders	
	SectionIII	:	GeneralConditionsofContract	
	SectionIV	:	SpecialConditionsof Contract	
	SectionV	:	Forms *(BidForm&Attachments)*	
			1	BidForm
			2	StatementofSimilarTypeofOrder/ Orders Executed.
			3	FormatFor SubmissionofPre-BidQueries
			4	FormatforProposedmodifications
	SectionVI		Annexure	
			1	ProformaofContractAgreement
			2	ProformaofContractAgreement

ITB.7.0 **<u>Clarificationsonbiddingdocuments</u>**

ITB.7.1. A prospective bidder requiring any clarification on bidding documents may notify RCTRC, Kalyaniby uploading the same in the e-tendering portal, whichshallbeavailabletoalltheparticipantbidders,asperstandardformatenclosedwiththis 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:

RCTRC, Kalyani will issue clarification(s) as it may think fit after pre-bid meeting prior to the deadline/extended deadline for submission of bids. Written copiesof the response (including an explanation of the query but without identifying its source) will be uploadedinthee-tenderingportal in thecorrigendumfolder which shall be availabletoallthe participant bidders All such clarifications shall form part of the bidding documents and shall accompany the bidder's proposal.

ITB.7.2.	Anyqueriessentbythebiddersafterthedateandtimenotifiedine-NIToranyextendeddate,if any, shall not be entertained.
ITB.8.0	**Pre-bidmeeting**
ITB.8.1.	Thebidderoritsauthorizedrepresentativeisinvitedtoattendpre-bidmeetingtobeheldonthe 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. TheRCTRC Kalyani/WBSRDA,P&RDDepartmentshallnotbeunderanyobligationtoentertain/respond to suggestionsmade or toincorporatemodificationssought for by the prospective bidders.
ITB.8.2.	Any modification/amendment of the bidding documentsshall bemade by the RCTRC Kalyani/WBSRDA, P&RDDepartmentexclusivelythrough theissueof anamendment.
ITB.8.3.	Non-attendanceatthepre-bidmeetingwillnotbeacausefordisqualificationofbiddersbutat the same time shall not entitle them to raise any query at a later date.
ITB.8.4.	**Placeofpre-bidmeeting:** Office of the Manager (Training), RCTRCCampus,Kalyani PlotNo.B/4,SchoolArea(Pt.),Kalyani,Nadia
ITB.9.0	**Amendmentof biddingdocuments**
ITB.9.1	At anytime,but not later than prior to the deadline/ extended deadlinefor submissionof bids, RCTRC, Kalyani may, for any reason, modify the bidding documents by issue of an addendum/amendment.
ITB.9.2	The addendum/amendment will beintimated (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 RCTRCKalyani/WBSRDA,P&RDDepartmentwillbearnoresponsibilityorliabilityarising 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 thedeadline for the submission of bids.
ITB.9.4	Fortheinformationofbidders,theaddendum/amendments,ifany,shallbeuploadedonthee-tenderingportal.Thebiddersmayvisitthewebsite**https://wbtenders.gov.in**fromtimetotime in their own interest.
C.PreparationandSubmissionofBids	
ITB.10.0	**Generalguidancefore-Tender** Instructions/Guidelinesforelectronicsubmissionofthetendershavebeenmentionedbelowfor assisting the bidders to participate in e-Tendering.
ITB.10.1	**RegistrationofBidder:** 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://tenders.wb.gov.in**.TheAgencyistoclickonthelinkfore-tenderingsiteasgivenon the web portal.

ITB.10.2	**DigitalSignaturecertificate(DSC):** EachbidderisrequiredtoobtainaClass-IIorClass-IIIDigitalSignatureCertificate(DSC)for submission of tenders from the approved service provider of the National Informatics Centre (NIC)onpaymentofrequisiteamount.DetailsareavailableattheWebSitestatedabove.DSC is given as a USB e-Token.
ITB.10.3	The bidder can search & download e-NIT& Bid Document(s) electronically from computer oncehe logs on tothe website mentioned above using theDigitalSignatureCertificate. This is the only mode of collection of bidding documents.
ITB.10.4	**PriceSchedule(BOQ)** TheBOQisinformofXLSfile.
ITB.10.5	Thebidderisexpectedtoexamineallinstructions,forms,terms, conditions,specificationsand 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 everyrespect willbeat the bidder'srisk andmayresult in rejection of his bid.
ITB.10.6	**Participationinmorethanonework:** 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	**SubmissionofBid:** Tendersareto besubmitted throughonlinetothewebsitestated aboveintwofoldersat atime 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 digitally signed. The documents will get encrypted (transformed into non readable formats).
ITB.11.1	**Languageofthebid** 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	**Generalprocessofsubmission:** Tenders are tobesubmittedonline throughthewebsite: **https://tenders.wb.gov.in**. All the documents uploaded by the Tender Inviting Authority form an integral partof thecontract. BiddersarerequiredtouploadalltheBid Documentsalong withtheother documents,as askedforinthetender,throughtheabovewebsitewithinthestipulateddateandtimeas giveninthee-Tender Notice. Tenders aretobesubmittedin twofolders – oneisTechnicalProposal andthe otheris FinancialProposal.Thebiddershallcarefullygothroughthe documentsand prepare therequireddocumentsanduploadthescanneddocumentsin portal in PDF format.

<table>
<tr><td></td><td>The bidder needs to download the Forms/Annexure, fill up the particularsinthe designated cellanduploadthesameinthedesignatedlocationofTechnicalBid.Thebidder needstodownloadtheBOQ,fill uptheratesof itemsintheBOQinthedesignated celland uploadthesameinthedesignatedlocationofFinancialBid.Thedocumentsuploadedshall be scanned and digitally signed using theDigital SignatureCertificate(DSC). Thebiddersshalltakenoteofalltheaddendum/corrigendumrelatedtothetenderanduploadthelatestd ocumentsaspartofthetender.</td></tr>
<tr><td>ITB.11.3</td><td><u>TechnicalProposal:</u>

TheTechnical Proposalshallcontainscannedcopiesand/or declarationsinthefollowing standardizedformatsintwocovers(folders).
a) StatutoryCover
b) Non-StatutoryCover</td></tr>
<tr><td>ITB.11.3.1</td><td><u>StatutoryCover:</u></td></tr>
<tr><td></td><td>a) <u>Tobesubmittedin“Forms”folder:</u>

i. BidForm(VideForm–1),
ii. StatementofSimilarTypeofOrdersExecutedasondateofissuanceofe-NIT[Applicability upto the extent of meeting Technical QR].(VideForm–2).

(Onlydownloadedcopiesoftheabovedocumentsdulyfilled up and areto beuploaded, virus scanned and digitally signed by the bidder)</td></tr>
<tr><td>ITB.11.3.2</td><td><u>NonstatutoryCover(MyDocument)</u>

<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.CopyoftheGSTRegistrationCertificate</td></tr>
<tr><td>2.CopyofRegistrationunderPrivateSecurity Agencies(Regulation)Act2005andcopyof LabourLicenseissuedfromtheofficeofthe Labour Commissioner.</td></tr>
<tr><td>3.CopyofthePANCard</td></tr>
<tr><td>4.ProofofPFRegistrationandESIRegistration</td></tr>
<tr><td>5.ValidTradeLicense</td></tr>
<tr><td>6.CopyofProfessionalTaxRegistration 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)orcopyoftheRegisteredDeedfor PartnershipFirmorLLP.</td></tr>
<tr><td>C</td><td>Credential</td><td>Credential1 (Technical)</td><td>8. Copyoftheproof ofBusinessexperiencefor at least last03 years i.e. 2023-24, 2024-25&2025-26 by providing outsource manpower in different category security guards/gunmen of that Selected Bidder. Credentials to prove their satisfactorypastservicesinGovt.,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 lastfinancial year 2025-26.</td></tr>
</table>
</td></tr>
</table>

	D		Credential2 (Financial)	**10.** Copy of the Audited Balance Sheet & Statement of Profit & Loss A/c. for FY 2022-23, 2024-25 & 2025-26.	

ITB.11.4	**FinancialProposal:** Thefinancialproposalcontainsthefollowingdocumentsi n oneFolder.
ITB.11.4.1	**BOQFolder** ThebidderistoquotetheratethroughonlineinthespacemarkedforquotingrateintheBOQinrespective schedule.
ITB.11.4.2	**Signingofbids** Alldocumentsshouldbedigitallysignedbythebiddersanduploaded
ITB.12.0	**ClarificationofBiddingDocuments:** Toassistintheexamination, evaluationandcomparisonof bids, RCTRC, Kalyanimayaskthebidderindividuallyforaclarificationofhis bidincludingbreakupofunitrates.Therequest forclarificationandtheresponsesshallbeinwriting.Butnochangeinthesubmittedbid documentshallbesought,offeredorpermittedexceptasrequiredtoconfirmthecorrection ofarithmeticalerrorsdiscoveredby RCTRC duringtheevaluationofthe bids.
ITB.13.0	**Deviation** Thistenderisa'**NoDeviation**'tender. Requestforanydeviationmaybeconsideredonlyifpointedoutbyanybidderinthe Pre-bidmeeting. Thequeriesandproposedmodificationregardingtendermustbesubmittedbywritingasper format***(VideForm-3andForm-4)***before pre bid meeting.

ITB.14.0	**ConditionalandIncompleteTender:** Conditionaland/orincompletee-tendersarenotacceptable.
ITB.15.0	**BidSecurity/EarnestMoneyDeposit(EMD):**
ITB.15.1	EMDmustbesubmittedonlinethrough **http://tenders.wb.gov.in**portal.
ITB.15.2	Earnest money will be refunded to the unsuccessful biddersafter finalization of the tender as per procedure of e-tender. **Incaseofsuccessfulbidder;EMDwillbeconvertedtoSecurityDepositandwillbe refundable after completion of engagement period satisfactory.**
ITB.15.4	**EarnestMoneysubmittedwillbeliableto forfeit:** Thebidsecurityshallbeforfeitedinthefollowingcircumstances: a) 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. b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid. c) If the bidder does not accept the correction of its bid price in accordance with the terms and conditions of the Tender. d) If thesuccessfulbidderfails,withinthespecifiedtimelimiteithertoacceptheLetterof 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	NointerestshallbepaidbytheNoticeInvitingAuthorityonthebidsecurity.

D.Openingandevaluationoftender	
ITB.16.1	**OpeningofTechnicalProposal:**
	i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representativeelectronicallyfromthewebsitestatedabove,usingtheirDigitalSignature Certificate. ii. ParticipatingBidders mayremain presentiftheyso desire. iii. Cover (Folder) for Statutory Documents will be openedfirst and if found in order, Cover (Folder) for Non-statutoryDocumentswillbeopened. Ifthereisanydeficiency in the Statutory Documents, the tender will summarily be rejected. **iv.** Decrypted(transformedintoreadableformats)documentsoftheStatutoryandNon-statutorycoverswillbedownloadedforthepurposeofevaluation.
ITB.16.2	**TechnicalEvaluationofTender:** a. While evaluation, the Tender Inviting Authority or his authorized representative may summonthebiddersandseekclarification/informationoradditionaldocumentsororiginal hardcopy of any of the documents already submitted and if the same cannot be produced within the stipulated time frame, their proposals will beliable for rejection. b. Thesummarylistofbidders,whosebidswillbefoundtechno-commerciallyeligible,will beuploaded in thee-Tender Portal and date of opening of financial bid will beintimated tothetechno-commerciallyqualifiedbidders.
ITB.16.3	**Openingand evaluation ofFinancialProposal:** i. Financialproposalsofthebiddersdeclaredtechno-commerciallyeligible,willbe opened electronically by theTender Inviting Authority from the e-tender portal stated above on the prescribed date. ii. Theencryptedcopieswillbedecryptedandtherateswillbereadouttothebidders remaining present at that time. iii. Afteropeningofthefinancialproposal,thepreliminarysummaryresultcontaining inter-alia, name of bidders and the rates quoted by them will be uploaded. iv. TheTenderAcceptingAuthoritymayaskanyofthebidderstosubmitanalysisto justify the rate quoted by that bidder. v. Bids determined to be subsequently responsive will be checked RCTRC, Kalyaniforanyarithmeticerrorsincomputationandsummation.Errorswillbe corrected by RCTRC, Kalyanias follows: a) Wherethereisdiscrepancybetweenamountinfiguresandinwords,the amountinwordsshallbeconsidered.
ITB.16.4	Revision/withdrawalofFinancialProposalbythebidderafteropeningofTechnical Proposaloftheten derwillnotbeallowedifitisnotsoughtbytheTenderInvitingAuthority.
ITB.16.5	In case RCTRC, Kalyaniobserves that the L1 bidder has quoted abnormally low bid in comparisonwiththe prevailing market rate,thebidwillbecomparedtothe averageofbidpricesquotedbytheotherbidders.RCTRC, Kalyanithen,shallask the L1 bidder to producedetailed priceanalysis to demonstrate the justification.

ITB.16.6	**ProcesstobeConfidential:** Afterthepublicopeningofbidsinformationrelatingtotheexamination,clarification,evaluation of comparison of Bidsand recommendations concerningtheaward of contract shall not be disclosed tobidders or other person not officiallyconcerned with suchprocessuntiltheAward of the Contract to the successful bidder has been announced.Any effort by a bidder to influence RCTRC, Kalyaniin the process of examination,clarificationevaluationandcomparisonofbids,andindecisionsconcerningthe awardofcontractmayresultintherejectionofhisBid.
ITB.17.0	**BidPrices:**
ITB.17.1	AllthepricesshallbequotedinINR(Indianrupees)only.Foreignexchangecomponentor foreign exchange variation will not be entertained for anyreason whatsoever.
ITB.17.2	ThetotalbidpriceatthebottomofPriceScheduleshallbeindicatedbothinfiguresandwords
ITB.18.0	**Periodofvalidityofbids:**
ITB.18.1	Thebidssubmittedbythebiddershallremainvalidforaperiodasspecifiedine-NIT.Abidvalid for ashorterperiodthan that prescribedinthee-NIT shall berejected byRCTRC, Kalyani.
ITB.18.2	Inexceptionalcircumstances,RCTRC, Kalyanimaysolicitthebidder'sconsentto anextensionofbidvalidityforafurtherperiodwithoutanychangeinthetermsandconditionsof the offer. The request and response thereto shall be made in writing by post or fax followed by 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.AwardofContract	
ITB.19.0	**AwardCriteria**
ITB.19.1.	RCTRC, Kalyani 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, Kalyanishall be the sole judge in this regard.
ITB.19.2.	ForthepurposeofdeterminingthecapabilityandcapacityofthebiddertoperformtheContract, WBSRDA, P&RD Departmentreserves 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	**LetterofAward**
ITB.20.1	After approval of bid evaluation by RCTRC,Kalyani the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the periodofbidvalidity, RCTRC, Kalyaniwillnotifythesuccessfulbidderinwriting 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 RCTRC, Kalyaniwill paytotheAgencyinconsiderationoftheexecution&completionoftheworksbytheAgencyasprescribe dundertheContract.

ITB.20.2.	WithinTen(10)working daysofreceiptoftheLOA,thesuccessfulbiddershallsignandreturnone(1)photocopyofthesametoRCTRC, Kalyaniasacknowledgmentofacceptanceofthe same.
ITB.20.3.	TheLOAwillconstitutetheformationoftheContractasperthe provisionsofthe tender notice.
ITB.21.0	**SigningofContractAgreement:**
ITB.21.1.	RCTRC, Kalyaniwill 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 betweenthepartiesdulysignedbytheauthorizedsignatoryoftheRCTRC, KalyanialongwiththeLOA.
ITB.22.2.	Withinthirty(30)daysfromthedateofacceptanceofLOA,thesuccessfulbiddershallsignthe ContractAgreementandreturnone(01)copytotheRCTRC/WBSRDA,P&RDDepartmentand retain one (1) copy of the same.
ITB.23.0	**Misrepresentationbythebidder** Ifthebidderconcealsanymaterialinformationormakesawrongstatementormisrepresentsfacts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstancesfortheacceptanceofthebid, theowner reservestherighttorejectsuchbid and/or canceltheLOA,ifissued.

Section–III
GeneralConditionofContract

Section–III

GeneralConditionofContract

GCC.1.0	**DefinitionofTerms:** Unlessthecontextotherwiserequires,thefollowingtermswheneverusedinthisdocument havetherespectivemeaning: **i.** The **'Owner' /RCTRC, Kalyani,** WBSRDA, P&RD Departmentshall mean the"WBSRDA,P&RDDepartmentGovt.ofWestBengal",havingitsOfficeat Joint Administrative Building (6th to 10th Floors), Block-HC/7, Sector-III, Salt Lake, Kolkata- 700 106and shall include its successors and assigns. ii. The **'Controlling Officer'** shall mean the person appointed by ownerwho 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 Agencywith the consent in writing ofthe 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 specificationannexedtoorissuedwiththeGeneralConditionsandshallinclude the schedule and drawings attached thereto. vii. Theterm**'Services'**shallmeanallworkstobeundertakenbytheAgencyaslaid downunderthehead"scopeofwork"orelsewhereinthespecificationenclosed. Whenthewords"approved", "subjecttoApproval". "Asdirected","Accepted", "Permitted"etc.areused,theapproval,judgment,directionetc.areunderstoodto beafunctionofCompany.

	viii. **'Day'** meansacalendar daybeginningand endingmidnight. ix. **'Month'/'Calendar month'** means not only the period from the first dayof 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. x. **'Week'** meanssevenconsecutivecalendardays. xi. **'Writing'** shall include any manuscript, type written, printed or other statement reproduced in any visible form. xii. **'DateofContract'/ 'CommencementDate'** shallmeanthedateonwhichLetter of Award will be issued. xiii. **'ZeroDate'** willbestartedfromthedateofissuanceofLetterofAward. xiv. **'Approval'** shall mean the written approval of RCTRC, Kalyani and/the statutory authorities, wherever such authorities are specified by any codes or otherwise. 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 theworkedcoveredbythespecifications.Alltheselabourswillbedeemedtobe employed primarily by the Agency.
GCC.2.0	**RulesandRegulations:** TheAgencyshallobeyfollowingconditionsstrictly: a) Employees'ProvidentFundandMiscellaneousProvisionsAct,1952 b) EmployeesStateInsurance Act,1948orappropriatemedicalfacilitiesshouldbestrictly adheredtowhereversuchActsbecome applicable. c) ComplianceoftheContractLabour(R&A)Act,1970&PrivateSecurityAgencies (Regulation)Act,2005.
GCC.3.0	**Safety**
GCC.3.1	**ReportingofAccident:** All accidents, major or minor, must be reported immediatelyto RCTRC, Kalyani&WBSRDA, P&RD Departmentand theAgency 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.
GCC.3.2	**SeriousInjuries:** Incaseofseriousinjuries,thefollowingprocedureshallbeadoptedbytheAgency. a) ToprovidefirstaidathisownFirstAidStation. b) To taketheinjuredperson tothehospitalalongwith the'Injuredonwork'formdulyfilledin. **c)** ToreporttheaccidenttotheauthorityofRCTRC,Kalyani&WBSRDA,P&RD Department.
GCC.3.3	**FatalAccident:** Fatalaccidentsmustbereportedimmediatelytotheauthorityof RCTRC,Kalyani&the authority ofWBSRDA, P&RD Departmentaswellasto thePolice.
GCC.4.0	**Penalty:** FailuretoobservetheSafetyRuleswillmaketheAgencyliabletopenaltybywayof

	Suspensionofwork/terminationofcontract.
GCC.5.0	**StatutoryActs:** Statutory obligation as per law of the land are to be complied with EPF, ESI, Bonus, MinimumWagesforthepersonsaspublishedbytheJointLabourCommissioner,Govt.of West Bengal etc. areto be paid to the personsinvolved in above contract. Statutoryobligationasperlawofthelandshallmeanthefollowingactsincludingthelatest amendments and or replacement if any: a) The IndustrialDispute Act, 1974 and rules &regulations and amendmentmade there under. b) Contract Labour (Regulation & Abolition) Act, 1970 and rules & regulations and amendment made there under. c) EPF&MiscellaneousProvisions(MP)Act1952andrules&regulationsand amendment made there under. d) EmployeesCompensationAct,1923andrules&regulationsandamendmentmade there under. e) ChildLabourProhibition&RegulationAct1956andrules&regulationsand amendment made there under. f) Payment of Bonus Act, 1956 and rules & regulations and amendment made there under. g) Payment of wages Act, 1936 and rules & regulations and amendment made there under. h) EmployeesStateInsuranceAct,1948andrules&regulationsandamendment made there under.
GCC.6.0	**ControllingOfficer'sDecision:** Controlling Officer'sdecisionisfinalinrespectofallmatterswhicharelefttothedecisionoftheControllingOfficerincludingthegrantinorwith-holdingofcertificates. If,intheopinionoftheAgency,adecisionmadebytheControllingOfficerisnotin accordance withthemeaning andintentofthecontract,theAgency mayfile with the ControllingOfficer,within07(seven)daysafterreceipttothedecision,awrittenobjectionto thedecision.Failure tofileanobjectionwithintheallottedtimewillbeconsidered asan acceptanceoftheControllingOfficer'sdecisionandthedecisionshallbecomefinalandbinding.
GCC.7.0	**Confidentiality** TheAgency,oranyentityaffiliatedwiththeAgency,shallnotdisclosetoanyunauthorized personanyinformationand/ordatathatmaybesuppliedtohim/herbyRCTRC, Kalyani,WBSRDA,P&RDDepartmentorbyanyotherorganization,under thedirectionsofRCTRC, Kalyani.Allsuch documentsshallbethepropertyof RCTRC, Kalyanioranyinformationthatmayhavecometo his/herknowledgedirectlyorindirectlybyvirtueoftheassignment.
GCC.8.0	**AccidentRisk:** RCTRC,Kalyani,WBSRDA,P&RDDepartmentwillnotberesponsibleinconnection withanysortofaccidentwhichmayoccurduringprovidingmanpowerserviceinRCTRC, Kalyani, WBSRDA, P&RD Department's office.

GCC.9.0	**StoppageofWork(NotapplicableforthisTender):** 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 Agencycausing annoyance.
GCC.10.0	**ForceMajeure** Force Majeuremeansanycircumstancesbeyondthecontroloftheparties,includingbut notlimited to: a) Warandotherhostilities,(whetherwarbedeclaredornot),invasion,act of foreignenemies,requisitionorembargo. b) Rebellion, revolution, insurrection, military power and civil war. c) Riot,commotionordisorder,except where solelyrestrictedtoemployeesof theAgency. d) Earthquake, flood, cyclone and such other natural disaster affectingAgency's work. 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. Upon the occurrence of any situation of Force Majeure, the Agencyshall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. TheAgencyshallnotifywithina weekinwrittentothecontrolling officerof thesteps he proposesto take includingany reasonable alternative meansforperformancewhich is notprevented by Force Majeure. The Agencyshall not take any such steps unless directed to do so by the controlling officer. 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 Agencyfrom this obligation to complete the works or from any other of his obligations and liabilities under the contract.
GCC.11.0	**PerformanceSecurity/ContractPerformanceGuarantee**
GCC.11.1	EMDasdepositedbythesuccessful bidder shall beconverted to PerformanceSecurity/ Contract Performance Guarantee.
GCC.11.2	**ForfeitureofPerformanceSecurity/ContractPerformanceGuarantee** PerformanceSecurity/ContractPerformanceGuaranteeshallbeforfeitedif, i. The successful bidderdonot execute the work after placement of Letter of Award (LOA) and/or, ii. Thesuccessfulbidderwilldiscontinuetheworkwithoutprior permission of WBSRDA,P&RDDepartment.

GCC.11.3	**ForfeitureofAdditionalPerformanceSecurity(APS)** AdditionalPerformanceSecurity(APS),ifany,shallbeforfeitedif, i. Thesuccessfulbidderdoesnotexecutetheworkafterplacementof Letterof Award (LOA) and/or, **ii.** Thesuccessfulbidderwilldiscontinuetheworkwithoutpriorpermission of WBSRDA,P&RDDepartmentand/or,
GCC.12.0	**Taxes,DutiesandotherLevies**
GCC.12.1	TheAgencyshallbesolelyresponsibleforthetaxesthatmaybeleviedontheiroutsourced 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. 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-DoRDated14/09/2018**deductionofTDSunderGSTshallbemade bytheRCTRC,Kalyani,WBSRDAunderP&RDDept.
GCC.12.2	**GST** IncaseofserviceContract,the%ofGSTasapplicableshallbepaidextra.
GCC.12.3	**TheAgencyshallmentionHSNCode/SACCodeandrateofTaxesagainstall suppliesofGoodsorServicesorbothinitsTaxInvoice**
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 theyshalltakeESIregistration(whereESIisapplicable)includingindividuallabour wise registration after obtaining order / engagement of persons.
GCC.13.0	**RiskPurchase:** Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essenceofcontractandiftheAgencyfailtodeliver withintheperiodsprescribedforsuch work in the rate contract order, WBSRDA, P&RD Department shall be entitled to executethejobthroughthebestandnearestsubstituteavailableelsewhereontheaccount and at the risk of the contracting Agencyor to cancel the contract and the contracting Agencyshall be liable to compensate for any loss or damage which WBSRDA, P&RD Department maysustain by reason of suchfailureon thepart of theContracting Selected Bidder.
GCC.14.0	**SublettingofContract** TheAgencyshallnot,withoutthewrittenconsentoftheRCTRC, Kalyaniassignorsubletanyparttthereof,otherthanforrawmaterials,orforanypartof theworkprovidedthatanysuchconsentshallnotrelievetheAgencyformanyobligation,dutyorres ponsibilityunderthe contract.Intheeventofsub-lettingofcontractoranyparttthereofispermitted,thefactthatsuchpermissionhasbeenaccordedsha llnotestablishanycontractualrelationshipbetween theapprovedSub-vendorandWBSRDA,P&RD Departmentofanyofhisliabilitiesandobligationsunder the contract.
GCC.15.0	**Notices** UnlessotherwisestatedintheContract,allnoticestobegivenundertheContractshallbe in writing, and shall be sent by personal delivery, Registered post, special courier, cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party. Anynoticesentbycable,telegraph,facsimileorEDIshallbeconfirmedwithintwo(2)

	days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract. Any notice sent by air mail post or special courier shall be deemed (in the absence of evidenceofearlierreceipt)tohavebeendeliveredten(10)daysafterdispatch.Inproving thefactofdispatch, itshallbesufficienttoshowthattheenvelopecontainingsuchnotice wasproperlyaddressed,stampedandconveyedtothepostalauthoritiesorcourierservice for transmission by airmail or special courier. Eitherpartymaychangeitspostal,cable,telex,facsimileorEDIaddressoraddresseefor receipt of such noticesby ten (10) days' notice to the other party in writing. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
GCC.16.0	**<u>GoverningLaw</u>** TheContractshallbegovernedbyandinterpretedinaccordancewithlawsinforceinIndia including any such Laws passed or made or coming into force during the period of the Contract.TheCourtsofKolkataunderthesuperintendenceofHighCourtofCalcuttashall have exclusive jurisdiction in all matters arising under the Contract.
GCC17.0	**<u>Dispute</u>** Thepartiesshalltakenecessarystepstosettleanydisputethroughmutualdiscussionwith issuingpriornoticeinwritingtoothersideatleast07(seven)daysinadvance.Iftheissue isremainedunresolvedtothesatisfactionoftheparties,thenthemattermaybereferredto Arbitration. ThepartiesmayrefertheafterforArbitration on expiryof 45(forty-five)days fromthe date of intimation of disapproval/dissatisfaction from either party to other party. The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties. Dispute(s),ifany,shallbesettledbymutualagreementthroughAmicableSettlementand incaseoffailurethedispute(s)shallbesettledthroughArbitration.
GCC17.1	**<u>AmicableSettlement</u>** **a)**Where notice of dissatisfaction has been given under GCC 15.0above, 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 afterthefifty-sixthdayafterthedayonwhichnoticeofdissatisfactionandintentionto commencearbitrationwasgiven,evenifnoattemptatamicablesettlementhasbeen made.
GCC17.2	**<u>Adjudicator</u>** b) IfanydisputeordifferenceofanykindwhatsoevershallarisebetweentheOwnerand 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, validityortermination,ortheexecutionoftheWorks—whetherduringtheprogressof 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 disputeor differencebymutual consultation. In thefirstinstance, the reference of any such dispute/ difference shall be made to the Project Manager/Controlling officer as mentioned in SCC. If thepartiesfail to resolve such a dispute or differencebymutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party. c) TheAdjudicatorshallgiveitsdecisioninwritingtobothpartieswithinthirty(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, Kalyaniand the Agency. Any decision that has become final and binding shall be implemented by the parties forthwith. d) The Adjudicator shall be jointly appointed by the RCTRC, Kalyaniand the AgencyundertheContract.FailingagreementbetweenthetwowithinthirtY**(30)days**, theAdjudicatorshallbeappointedunder theContractontherequestof eitherpartyby the Appointing Authority specified in the **SCC** **e)** ShouldtheAdjudicatorresignordie,orshouldtheRCTRC,KalyaniandtheAgency

	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.
GCC17.3	**Arbitration** a) If either the RCTRC, Kalyani, 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 RCTRC, Kalyani, 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. 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 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. d) The RCTRC, Kalyani, 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**. 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. 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. 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. 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. i) The arbitrator(s) shall give reasoned award 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. k) Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings. **l)** All litigation matters between the parties if any shall be held in any Court of law within Kolkata under the superintendence of the High Court at Calcutta.
GCC.17.4	**<u>Jurisdictional Matter</u>** Either party may approach the Court of law if any of them is aggrieved by the award of the Arbitration proceedings. All litigation matters between the parties if any shall be held in any Court of law within Kolkata under the superintendence of the High Court at Calcutta.

GCC.18.0	**RighttoTerminateContract**
	IftheAgencyfailstostarttheworkwithinfifteendaysfromthedateofissueofLOA, RCTRC, Kalyanishall have the right to cancel the work order with **forfeiting of earnest money (EMD)without giving any notice to the Agency.**In that case, RCTRC, Kalyani shall 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. In the contract terminated as above, the Agency shall have no claim for compensationagainstRCTRC, Kalyaniforanylossordeterioration.
GCC.19.0	**CorruptorFraudulentPractices**
GCC.19.1	WBSRDA, P&RD Departmentrequires that the bidders/Agency observe the highest standard of ethics during the procurement and execution of the Contracts.
GCC.19.2	Inpursuanceofthispolicy,theRCTRC,Kalyanidefines,forthepurposesofthis provision the terms set forth below as follows: A. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of valueto influencethe action of apublic official in theprocurement process or inContract execution. 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) designedtoestablishbidpricesatartificialnon-competitivelevelsandtodeprivethe RCTRC,Kalyaniofthebenefitsoffreeandopencompetition.
GCC.19.3	RCTRC, KalyaniDepartmentwillrejectaproposalforawardifitdeterminesthatthe bidderrecommendedforaward of contracthasengagedincorruptorfraudulentpracticesincompeting for the Contract in question
GCC.19.4	RCTRC, Kalyani may declare a firm ineligible, either indefinitely or for a stated period of time if it any time determines that the firm has engagedincorruptorfraudulentpracticesincompetingfororinexecutingacontractoftheRCTRC ,Kalyani.

Section–IV

SpecialConditionofContract

The following Special Conditions of Contract (SCC),shall supplement/amend the General ConditionsofContract(GCC),Section-III.Whereverthereisaconflict,theprovisionsinSCC shall prevail over those in the GCC

SCC.1.0	**TitleoftheWork** Providing of outsourced manpower of different categories at RCTRC, Kalyani.
SCC.2.0	**NameofServiceRecipient** RCTRC,Kalyani,Panchayat&RuralDevelopmentDepartment**(**P&RDDepartment**)**
SCC.3.0	**BriefScopeofWork** **Aspere-NITSl.No:2.0(Section–I)ofthistender.**
SCC.4.0	**Variation(AdditionsandOmissions)** **AsperSl.No:6.0(Section–I)ofthistender.**
SCC.5.0	**PeriodofContract** Theperiodofcontractisforthirty-six (36)calendarmonths.
SCC.6.0	**Arbitration** TheprovisionsofArbitrationandConciliationAct1996willapplywithrespectto Arbitration proceedings between the parties. Each party shall appoint one Arbitratorand thirdArbitrator shall be nominated by the said two Arbitrators who shall act as presiding Arbitrator. The venue of the Arbitration proceedings shall be in the state of West Bengal. The decisionofthemajorityoftheArbitratorsshallbefinalandbinding uponboththe parties.ThecostoftheArbitrationshall beborneequallybytheparties. Anydisputesubmittedbyapartytoarbitrationshallbeheardbyanarbitrationpanel composedofthreearbitrators,inaccordancewiththeprovisionssetforthbelow. The RCTRC, Kalyani, WBSRDA under P&RD Dept.and the Agencyshall each appoint one arbitrator, and these two arbitrators shall jointly appoint athird 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. 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. The decision of a majority of the arbitrators (or of the third arbitrator chairingthe arbitration, if there is no such majority) shall be final and binding and shall be enforceableinanycourtofcompetentjurisdictionasdecreeofthecourt.Theparties thereby waiveanyobjectionstoorclaimsofimmunityfromsuchenforcement.

	Thearbitrator(s)shallgivereasonedawardtowithstandinganyreferencetothe arbitration herein i) Thepartiesshallcontinuetoperformtherespectiveobligationsunderthe contract unless they otherwise agree. ii) TheRCTRC,KalyaniunderP&RDDeptshallpaytheAgency any amount due to the Agencyexcept for the woks referred to the Arbitrator.
SCC.7.0	**ControllingOfficer:** TheManager(Training),RCTRC, Kalyani&ExecutiveEngineer, WBSRDA,P&RD Department will be Controlling Officer of the work.
SCC.8.0	**Supervisingofficer** AssistantEngineer,RCTRC,Kalyani.
SCC.9.0	**PayingOfficer** DDO,P&RDDepartment incase reimbursementofthebillandACEO,WBSRDA, P&RDDepartment,WBSRDAisthePayingAuthorityofthe work.
SCC.10.0	**RegulatoryMechanism** Supply/Deployment/Engagementofoutsourcedpersonnelshallberegulatedintermsof private Security Agencies (Regulations) Act, 2005 read with the private Security AgenciesCentralmodelRule,2006andanyotherrulesframedbytheappropriate /controlling Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanismasprovidedinthesaidAct andrulesframed thereunder asper constitutional objective and in national security and interest. Besides different statutory obligation the detailed compliance of Law will also be applicable.
SCC.11.0	**Conduct&Discipline** Every personnel shall behave well with the members of the public and also his superior, colleagues and subordinates. All employees shall be at work within 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 disciplined and for any breach thereof, the Agencyhas to replace the concerned person within 24 (Twenty-Four) hours of written notification by the Controlling Officer. The Agencyshould make good to any loss of property incurred by such acts of misconduct as per prevailing norms.
SCC.12.0	**TermsandProceduresofPayment**
SCC.12.1	**ReleaseofPayment** Paymentwouldbereleasedonmonthlybasisagainstsubmission ofbilltothecontrolling officerbytheAgency.TheSupervisingOfficerafterduecertificationtowardssatisfactory performance will forward the same to the paying authority for release of payment in due course. Noadvancepaymentwouldbemade.Releaseofpaymentfromsecondmonthonwardsis subject to verification of full payment made to E.P.F. & E.S.I. authorities and GST Authoritywhere applicable in respect of persons engaged for the previousmonth.
SCC.12.2	As per the current orders in vogue, all payments for any month for the outsource personnel will be completed by **the 5th**day of the month by NEFT/Cheque/Cash transferonly.Forexample:July,2026wages/EPF/ESI/GSTpaymentmustbepaidwithin 05thAugust,2026orasperprovisioninrespectiveAct.
SCC.12.3	**Employer'scontributionofEPF,ESI**: Employer contribution of EPF, ESI for the outsourced personnel will be paid as extra by the WBSRDA, P&RDDepartmentto the Agency on reimbursement basis against claim.
SCC.12.4	**Bonus** Bonus/Ex-Gratiawillbepaidtotheoutsourcedmanpowerasdeclaredby P&RDDepartmentintermsoforder

	oftheStateGovernmentforthatparticularyearand
	thesameshallbeclaimedinpaymentbillalsoasextra.Noovertimeallowanceswouldbeallowed.
SCC.12.5	**<u>OtherNecessityforOutsourcedManpowerandSecurityPersonnel</u>** MONTHLYPAYSLIPSasaproofofdisbursementofwagesandotherstatutorypayment fortheoutsourcedmanpowerandsecuritypersonnelmustbeprovidedtoeach and everyindividualwithin10th dayofeverymonth.
SCC.13.0	**<u>Responsibilityfortheft/lossofcompany'sproperty</u>** In case of any theft / loss of RCTRC's property where security agencies have been engaged for guarding purpose, a departmental enquiry will be held. If negligence on the partofsecuritypersonnelisfound,theAgencyshallhavetoacceptheliabilityandmake goodthelossassessedbyRCTRC, Kalyani / WBSRDA,P&RDDepartment.Theamountistobedepositedincashin P&RDDepartment'saccount.
SCC.14.0	**<u>EligibilitytoBeEngaged</u>** In case of security personnel adequate training as prescribed under Private Security Agencies (Regulation) Act, 2005 and Rules framed thereon with other requisites. **Agelimitincaseofdifferentcategoriesofoutsourcemanpowerisuptomaximum57 (fifty seven) yearsand in case of Security Personnel up to maximum57 (fifty seven) years.**
SCC.15.0	TheAgency needstotakeintoconsiderationofservices payableonHolidaysandthat no additional claim will beentertained by WBSRDA, P&RD Department.

SectionV

Forms

Sl. No.	FormName	FormNo
03.	BidForm	Form-1
08.	Statementofsimilartypeoforders	Form-2
09.	FormatFor SubmissionofPre-BidQueries	Form-3
10.	Proposedmodifications	Form-4

Form1

BidForm

(TobesubmittedonBidder'sLetterhead)

RefNo:

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

Subject:Providingoutsourcedmanpowerofdifferentcategoriesat RCTRC Campus, Kalyani, Nadia,WBSRDA under P&RD Department

Reference:e-NITNo:……

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, specialterms & 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. Wearesubmittingourbidanddeclaringthefollowing**(Sl.no2to21)**.

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 execute a formal agreement withthe Tender Inviting Authority.

4. We have submitted the requisite amount of "Bid Security" of **Rs. 80,000 (Rupees Eighty Thousand only)**through online at https://tenders.wb.gov.in.

5. Weherebyfurnishthefollowingasperapplicability:

Sl No	Item	BidderDetail
1.	TypeofBidder(CompanyPartnershipFirm / Limited Liability Partnership / Any other type please mention)	
2.	Company i) RegistrationNo: ii) Placeofregistration:	
3.	GSTRegistrationNo	
	GSTRegistration.No(ifany)	
4.	PANNo	
5.	PFA/CNo	
6.	ESICodeNo.	
7.	ProfessionalTaxRegistrationNo.	
8.	RegistrationnumberunderPrivateSecurity	
Sl No	**Item**	**BidderDetail**
	Agencies(Regulation)Act,2005.	

6. OurYearlyTurnOverareasfollows:

Sl. No:	**Year**	**Turnoverroundeduptoinlakh (twodigitafterdecimal)**
1.	2023-24	
2.	2024-25	
3.	2025-26	
	AverageTurnOver	

7. OurNetWorthforlast3 financial yearsisRs.……

8. Ourcontactdetailsrelatedtothistenderareasfollows:

Information	**Forthisprojecthandling office in West Bengal**	**Headoffice**
NameoftheContactPerson		
Designation		
TelephoneNo		
FaxNo		
MobileNo		
EmailAddress		

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

DetailsofLocalEstablishment

Information	**LocalofficeLocation**
TypeofOffice (Corporate office/ Head Office/ branch office)	
Detail Address	
TelephoneNo	
Establishment duration (Years)	
StaffStrengthoftheoffice	

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 RCTRC, Kalyani.

11. Wehaveneithermadeanystatementnor providedany informationin thisBid,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 RCTRC, Kalyani.

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 deviationinthisregard.Thisistoexpresslycertifythatouroffercontains**no deviation**either in direct or indirect form.

14. Wealsodeclarethatincaseanydeviationsarenoticedwhichmighthavecreptinadvertently, 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 completiontimegiveninthee-tenderdocument.Wefullyunderstandthattheworkcompletion 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 inthee-tender portal https://tenders.wb.gov.in

17. ThisBidandyoursubsequentLetterofAcceptance/WorkOrder/agreementshallconstitute a binding contract between us.

18. We hereby confirm our acceptance of all terms and conditions of the e-NITdocument 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 RCTRC, Kalyani.

20. Wealsodeclarethat,wehaveneverbeenblacklistedand/ortherewerenodebarringactions againstusasand/orterminatedfromanycontractondateduetoanyreasonwhat-so-ever,by WBSRDA, P&RD Department/ RCTRC, Kalyani. 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 biddingstage,ourbid/contractwillbeliablefortruncation/cancellation/terminationwithout any notice at the sole discretion of WBSRDA, P&RD Department/ RCTRC, Kalyani.

21. We further declare that the above statement is true & correct. We are aware that if at any stageitisfoundtobeincorrect,ourresponsetotenderwillberejectedandifLOAhasbeen issued, the same will be cancelled and the bank guarantees will be enchased.

Date: (PrintedName).....

Place: (Designation).....

SignandUpload

Form2

(TobesubmittedonBidder'sLetterhead)

Statementof similar type oforder ordersexecutedasondateofissuanceofthee-NIT [Applicability up to the extent of meeting Technical QR].

e-NITNo:

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

Sl. No	Nameofthe Organization	Financial year	Order No.and date	Nameof Owner /orderissuing authority	No.of engagementof Manpower	Periodof Contract	Remarks Copyofthe workorder /LOA

- Continuationsheetsoflikesizeandformatmaybeusedandannexedtothisformatif required.

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

Date: (PrintedName).....

Place: (Designation).....

SignandUpload

Form3

FORMATFORSUBMISSIONOFPRE-BIDQUERIES			
e-NITNo. :			
Providing outsourced manpower of different categories at RCTRC, Kalyani.			
NAME OFTHE BIDDER:	<Tobefilledinbythebidder>	Workname:<Tobefilledinbythebidder>	
PARTA-TECHNICALQUERIES			
Sl.No.	GCCClausereference(if any)	BIDDER'SQUERY	RCTRC's REPLY
1			
2			
3			
4			
5			
PARTB:COMMERCIAL/GCCRELATED/CONTRACTUALQUERIES			
Sl.No.	GCCClausereference(if any)	BIDDER'SQUERY	RCTRC's REPLY
1			
2			
3			
4			
5			
• ContinuationsheetsoflikesizeandformatmaybeusedasperBiddersrequirementsandshallbe annexedtothisForm.			

Note:

1. **TobesubmittedbeforePre-bidmeeting.**
2. **Thissheetmustnotbe thepartoftheoffersubmittedbythebidderandnottobeuploaded.**
3. **PrebidquerytobemailedinExcelFormatatemailaddress:**

Date:	(Signature).....
Place:	(AuthorizedRepresentativeofbidder)……..
	(Designation).....
	Nameofthebidder:.....

Form-4

(Bidder'sLetterhead)

Proposedmodifications

(TobesubmittedbeforePre-bidmeeting)

e-NITNo:

Bidder'sName&Address:

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

WehavecarefullygonethroughtheITB,GCC,SCCandwehavesatisfiedourselvesand hereby propose certain modifications as mentioned below:

Sl.No.	Sec./Clause&Page No.	Existing Clause	Modifiedclause (proposedbyBidder)	Reasonsfor modification

Note:1.TobesubmittedbeforePre-bidmeeting

2. **Thissheetmustnotbe thepartoftheoffersubmittedbythebidderandnottobeuploaded**
3. **ThissheettobemailedinExcelFormatatemailaddress:**

Date:

Place:

(Signature).....

(Authorized Representative of bidder)

(Designation).....

Nameofthebidder:.....

Section–VI

ANNEXURES

Sl. No	AnnexureName	AnnexureNo
01	ProformaofLetterofAward	Annexure-1
02	ProformaofContractAgreement	Annexure-2
04	ProformaofBankGuaranteeforAdditionalPerformanceSecurity	Annexure-3

ANNEXURE–1

PROFORMAOFLETTEROFAWARD(LOA)

LetterofAwardofContract for Supply of Outsourced Manpower of differnt categories at RCTRC, Kalyani, Nadia

LETTEROFAWARD

RefNo: Date:

……Agency'sName&Address….....

…….

Sub:LetterofAwardfor"Providingofoutsourcedmanpowerofdifferentcategoriesat RCTRC Campus, Kalyani"

DearSir,

1. Thishasreferencetothefollowing:

a. Oure-NIT.....dated.....
b. E-TenderID.....
c. BiddingDocumentsforthesubjectcomprisingthefollowing:
   i. .....(ListoutalltheSectionsoftheBiddingDocumentsalongwith Tender Drawings etc.)
   ii. Errata/AmendmentNo.....to.....(NameofSectionofthe BiddingDocumentstowhichErrata/Amendmentpertains)..... issued videno.....dated .....anduploaded*(Applicableonlyif anyErrata/AmendmenttotheBiddingDocumentshasbeenissuedsubsequently)*
d. ClarificationsfurnishedontheBiddingDocumentsvideno.....dated ..... anduploaded(*ApplicableonlyifanyclarificationtotheBidding Documentshasbeenissuedsubsequently)*
   Tobeincludedasfurthersub-paragraphsforanyothercorrespondencemade after uploading of bidding documents up to the date of bid opening
e. YourProposalforthesubjectworksubmittedvideBidIdNo:
f. Ouremailmessage/letterNo.....dated..... regardingextensionofvalidityofbidandthatoftheBankGuaranteetowardsBid Security. *(Applicable only if any extension has been sought subsequently)*
   (To be included as further sub-paragraphs any other correspondence made to orby the bidder after bid opening)
g. Ouremailmessage/letterNo.....dated .....invitingyou forpostbiddiscussions.

h. Postbiddiscussionsandmeetingswehadwithyoufrom..... to .....resultingintothefollowing
i. MinutesofMeetingenclosedhereinwiththisLetterofAward:
   i. MinutesofMeetingregardingCommercialissues(APPENDIX.....)
   ii. MinutesofMeetingonTechnicalissues(APPENDIX .....)
   iii. MinutesofMeetingregardingWorkSchedule(APPENDIX.....)
   iv. MinutesofMeetingregardingQualityAssuranceAspects(APPENDIX .....)

2. RCTRC, Kalyaniunder Panchayat and Rural Development Department (P&RD)ispleasedto placethisLetterofAward(LOA)onyouacceptingyour proposalsubmittedvideyourbididno ..... dated .....anditsmodificationvideletterno..... dated(Deleteifnotapplicable)readinconjunctionwithallthespecifications,terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreedMinutesofMeetingreferredtoinpara1.0aboveandawardonyouthe Contractforthescopeofworkcovering"Providingofoutsourcemanpowerof different categories atRCTRC, Kalyani, Nadia*",*hereinafter referred to as the '**Contract**').

3. **ScopeofWork:**

4. **Contract Price:**

5. **DateofCommencement:**

6. **PeriodofContract**

7. **Variation(AdditionsandOmissions):**

8. **TAXES&DUTIES:***DetailTaxes,DutiesandotherLeviesforthiscontractwillbe guided by the clause no. GCC and SCC*

9. **TermsandProceduresofPayment:***DetailTermsandProceduresofPaymentfor this contractwill beguidedbytheclauseno.SCCandGCC*

10. **PerformanceSecurity/ContractPerformanceGuarantee(CPG):**

11. **AdditionalPerformanceSecurity(APS)[ifapplicable]**

ControllingOfficerofthe contract: TheManager(Training),RCTRC,Kalyani&Executive Engineer, WBSRDA, P&RD Department will beControlling Officer of thecontract.

SupervisingOfficerofthecontract:AssistantEngineer,RCTRC,Kalyani.

PayingAuthorityofthecontract:DDO,P&RDDepartmentincaseof reimbursementof thebillandACEO,WBSRDA,P&RDDepartment isthePayingAuthorityofthecontract.

12. **ContractAgreement:**

Thecopyof finalcontractagreementintwo(02)setsshallbesubmittedbytheAgencyat its owncost for signingwithinthirty (30) days from the date of issueof this Letter ofAward.

13. **ForceMajeure:***ThiswillbegovernedbyClauseofGeneralConditionofContract (GCC).*

14. **Confidentiality:**Theagencyshallfurnishanyinformation/documenttoany 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, having his office at PlotNo.B/4,SchoolArea(Pt.),Kalyani,Nadia

ThisLetterofAwardisbeingissuedtoyouinoriginal.Werequestyoutoreturnits photocopy duly signed andstamped on eachpage including alltheenclosed Appendices,by the authorized signatory of your company as a proof of your acknowledgement andconfirmation within ten (10) days from the date of receipt of this Letter of Award as acknowledgment of acceptance of the same.

Pleasetakethenecessaryactiontocommencetheworkandconfirmaction.

Yoursfaithfully,

Forandonbehalfof

.....**(NameoftheOwner)**.....

(AuthorizedSignatory)

ANNEXURE–2

PROFORMAOFCONTRACTAGREEMENT

(TobeexecutedonNon-JudicialStampPaperofRs.100/-)

THISCONTRACTAGREEMENTismade onthe……dayof .....,20……

BETWEEN

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

And

……..**[NameofAgency]** ..... ,acompanyincorporatedunderthelawsof …….[countryofAgency]..... andhavingitsprincipalplaceofbusinessat ……..[addressofAgency]..... (Hereinaftercalled"theAgency")which expressionshallincludeitssuccessorsandpermittedassignsOFTHESECONDPART.

WHEREAS the RCTRC,Kalyani desires to engage the agency to supply outsourced manpower of different categories at RCTRC, Kalyani, Nadia ("the Works") and the Agency have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOWITISHEREBYAGREEDasfollows:

Article1.ContractDocuments

15.1. ContractDocumentsasperTenderDocument:
The following documents shall constitute the contract between RCTRC, Kalynai and the Agency,andeachshallbereadandconstruedasanintegralpartofthe Contract:

a. ThisContractAgreementandtheAppendicieshereto
b. LetterofAwardincludingalldocumentsreferredtotherein
c. GeneralConditionsofContract
d. SpecialConditionsofContract
e. BidformandPriceSchedules

15.2. OrderofPrecedenceaspertenderdocument
In the eventofany ambiguity or conflict betweentheContractDocuments listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above

15.3. Definitionsaspertenderdocument
Capitalizedwordsandphrasesusedhereinshallhavethesamemeaningsas are ascribed to them in the General Conditions of Contract.

Article2.ContractPriceandTermsofPayment

2.1. **ContractPriceaspertenderdocument:**

The RCTRC, Kalyani hereby agrees to pay to the Agency the Contract Price in consideration of the performance by the Agencyof its obligations hereunder.The Contract Price shall be …… [Amount of Indian Rupees in words]…….,……..[amountinfigures]…….,orsuchothersumsasmay be determined in accordance with the terms and conditions of the Contract.

2.2. TermsofPaymentaspertenderdocument
ThetermsandproceduresofpaymentaccordingtowhichtheRCTRC, Kalyani, will reimburse the Agency are given in Tender and corresponding Letter of Award hereto.

Article3.EffectiveDatefordeterminingPeriod of contract

3.1. EffectiveDateaspertenderdocument:

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

a. ThisContractAgreementhasbeendulyexecutedwithManager (Training)RCTRC,Kalyani for and on behalf of RCTRC, Kalyani, Nadia and the Agency;

b. TheBidSecurity(EMD)hasbeenconvertedtoperformancesecurity.

Eachpartyshalluseitsbesteffortstofulfilltheaboveconditionsforwhichit is responsible as well as practicable.

3.2. If the conditions listed under 3.1 are not fulfilled within the days as mentionedin the Tender and corresponding Letter of Award because of reasonsattributable to RCTRC, Kalyani, the contract would become effective only from the dateof fulfillment of all the above-mentioned conditions and, the parties shalldiscussand agreeonanequitableadjustmenttotheContractPriceandperiod of contract and/or other relevant conditions of the Contract.

3.3. However,ifanyoftheconditionslistedunder3.1abovearenotfulfilled within the days as mentioned in the Tender and corresponding Letter of Award because of the reasons attributable to theAgency, 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 RCTRC,Kalyani is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity.In particular itis expressly understood and agreed thatthe Government is not a party to this Agreement and has no liabilities, obligationsorrightshereunder.Itisexpresslyunderstoodandagreedthatthe

RCTRC,KalyaniunderWBSRDA,P&RDDept.isanindependentlegal 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 bedeemed 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 Agreementto be duly executed by their duly authorized representatives the day and year first abovewritten.

SignedbyforandonbehalfoftheRCTRC,Kalyani

…… [Signature]

…… [Title]

Inthepresenceof

… ..... (Signature,NameandTitle)

SignedbyforandonbehalfoftheAgency

…… [Signature]

…… [Title]

Inthepresenceof

… ..... (Signature,NameandTitle)