

TENDER NOTICE NO : WBTC/MD/NIT-198/2018-19

DATE:04.05.2018

**BID DOCUMENT
E-TENDER NOTICE**

Request for Proposal Document – For (providing) supplying services for driving and conducting for WBTC Buses (CSTC, WBSTC, WBTC)

**Managing Director
W.B.T.C.L.**

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Confidentiality Acknowledgement

This document is the exclusive property of WBTC Limited, a company incorporated under the laws of India, and having its registered office at 12, R.N Mukherjee Road , Kolkata 700001. The recipient agrees that they will not copy, transmit, use or disclose the confidential and proprietary information in this document by any means, or announce the release of this RFP without the expressed and written consent of WBTC. By accepting a copy, the recipient agrees to adhere to these conditions to the confidentiality of WBTC's practices and procedures; and to use these documents solely for responding to this Request For Proposal ("RFP").

SECTION-I

INTRODUCTION AND SCOPE OF WORK

1. INTRODUCTION:

Company Overview

West Bengal Transport Corporation Ltd., a West Bengal Government Undertaking provides Bus Transportation services to Kolkata and Suburbs. WBTC is now under an agreement with CSTC and WBSTC for using WBTC logo and name on their buses as well .The purpose of this RFP is to identify suppliers for quality manpower for driving and conducting in Buses operated by WBTC, CSTC and WBSTC,(herein after shall be referred as WBTC). The required numbers of Drivers is 372 and Conductors is 372 which may be further extended upto 500(drivers) and 500(conductors) respectively subject to approval may receive from the Government or services of such number of drivers and conductors as may be asked for from time to time subject to the maximum limit as approved by the Government time to time.

2. SCOPE OF WORK

2.1. The intended tender floated for Supply services of 372 of drivers and 372 conductors to WBTC which may be extended upto 500(drivers) and 500(conductors) respectively subject to time to time approval may receive from the Government or services of such number of drivers and conductors as may be asked for from time to time subject to the maximum limit as approved by the Government time to time. Initially, the period of engagement of the selected agency would be 1 (one) year and it may be extended for another 2[two] years with the same terms and conditions subject to satisfactory performance on the part of agency and also approval from the Government. The bidder shall provide trained Drivers and Conductors and a senior level supervisor for interaction and coordination with

depot level management and other related jobs. Apart from that one supervisor must be provided at each depot to co-ordinate with depot level management. It is assumed that around 11 such supervisors will be required at the initial phase and charges for these supervising staff must be included in the service charge as provided in the financial offer.

WBTC is introducing lots of technological initiatives such as AFCS, (Automated Fare Collection System), VTS (Vehicle Tracking System) etc. The manpower agency will ensure that the manpower so supplied is well trained in the same and will use those tools as per the policy of WBTC.

WBTC operates the bus service seven days a week with distributed weekly off days for manpower. The manpower supply agency shall agree for the same as per policy of WBTC.

2.2 Basic Qualification for Driver and Conductor

For Driver :

Age : Not more than 40 years as on 1st January, 2017, [relaxation of age for SC/ST/OBC will be as per norm]

Educational, other qualification and experience :

Class – VIII passed, must possess a valid driving licence issued by the Licencing Authority for 5 years with licence for running Heavy Passenger Motor Vehicle for at least 2 years as on 1.1.2017.

Experience for driving bus for at least 3 years.

Physical Standard : Height – 5’3” (minimum).

For Conductor :

Age : Not more than 40 years as on 1st January, 2017[relaxation of age for SC/ST/OBC will be as per norm]

Educational, other qualification and experience :

Must have passed Madhyamik or equivalent examination from any recognized Board, must possess a valid conductor licence issued by the Licencing Authority.

Physical standard : Height – 5’2” (minimum).

2.3 Payment to Driver and Conductors

2.3.1 As per the approved Government Order, the agency shall be making monthly payment of **Rs.11,500/-**, including all statutory deductions, for doing the complete duty of a month except off days. In case of any absence other than off days, proportionate deduction from

monthly pay will be done. No off day would be allowed if the attendance falls below 6 days in a week.

2.3.2 WBTC may pay performance based incentives/bonus etc to agency staff separately as per the existing practice in WBTC. The incentive will include payment for better earnings from bus operation and better performance of steering duties. In future , if remuneration is increased for Drivers and Conductors by the state Government , same will be increased by WBTC.

2.3.3 Agency shall be liable for deduction of contribution towards EPF and ESI in respect of the manpower so deployed by him and the amount so deducted shall be deposited with proper authority under law .

Employer's monthly contribution towards EPF and ESI shall be paid by the agency ,at the minimum prescribed rate which will be reimbursed by STUs / Govt on actual basis on production of claim in this respect with related document.

2.3.4The Selected Bidder shall have to submit the reports after clearing of all wages, EPF, ESI etc to the Drivers and Conductors with authenticated copies to the controlling officer concerned of WBTC.

2.3.5An MIS system should be put into place by selected bidder in consultation with WBTC.

2.3.6Service charges and Service Tax shall be provided separately by WBTC.

2.3.7Payment will be made per Driver and Conductor only. Gross Monthly payment will be made directly to the contractor on the basis of actual number of Drivers and Conductors billed for. The Selected Bidder shall submit bills in triplicate. The bill has to be certified by the Depot Manager concerned.

2.3.8A certificate has to be submitted by the Selected Bidder indicating correctness and completeness of the reading which shall duly be approved by the Supervising Officer.

2.4 Operational Requirement

2.4.1The selected bidder shall provide well trained and well groomed manpower. It will be responsibility of the selected bidder to ensure that drivers do not cause any damages to the property of WBTC. The selected agency will have to compensate any damage to the vehicle, misappropriation of cash or pilferage in revenue collection, theft etc. If any such staff is detected by authority doing misdeed as stated has to be demobilized immediately by the agency and suitable substitute for the same should be provided.

2.4.2 WBTC does not insist on fixed drivers and Conductors being available for duties. However, the driver and conductors should not be changed more than once a month without the consent of WBTC.

2.4.3 WBTC undertakes operation round the year in the manner 24X7. There will be multiple time schedule. Duty hours of a Driver / Conductor would ordinarily be 8 hours with permissible extended hours on occasions. Overtime will be paid for extra duty hours of work as per norms set by WBTC.

2.4.4 The Manpower Service Provider will keep stand-by manpower at their disposal to ensure daily services of number of drivers and conductors as mentioned above and provide substitute manpower in case of sudden absence of the scheduled crew to the units to avoid disruption in crew scheduling.

2.4.5 Manpower Service Provider will submit to WBTC the credential of the personnel they want to provide and get approval from WBTC before deployment into duty. WBTC will test the bus driving ability of the drivers before giving them vehicle duties. WBTC and the Manpower Service Provider will pre-negotiate the modalities of duty hours, number of employees required etc..

2.4.6 The Manpower Service Provider will depute its manpower from the closest point of depot where he has to report.

2.4.7 WBTC will provide two hours notice before a unscheduled trip and 7 days advance notice for regular schedule.

2.5 Compliance Requirement

2.5.1 If required, the WBTC or it's authorized officers may ask any time for Bank statement as documentary evidence as a proof of employees receipt of salary which is paid through Bank. The contractor has to submit the same with the bills for payment.

2.5.2 If any circumstances arise in future, when the WBTC would require proof of PF deposit and proof of ESI deposit the contractor shall supply the required document instantly.

2.5.3 Bills shall be submitted to the respective authorized Officer of WBTC after the end of each calendar month. WBTC will make necessary arrangements for the early release of the payments.

2.5.4 There would be an express condition, inter-alia in respect of hired crew to the effect that there shall be no employee relations between WBTC concerned and the individual driver / conductor who will always be on the payroll of the agency concerned

SECTION-II

BID INSTRUCTION

Notwithstanding any other provision within this agreement, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price quoted by the bidder will be a consideration but it will not be the sole consideration in WBTC's decision to award a contractual relationship. Any identification numbers that are provided from WBTC during this process are to be used and interpreted solely as a guide and are intended to provide guidance to WBTC's future or projected requirements but are not a guarantee, contract or commitment to any current or future volume of orders/works. WBTC reserves the right to accept or reject any or all bids from a specific or multiple bidders for any reason at any time. WBTC also reserves the right and its sole discretion to select or reject any or all Bidder(s) in this process without assigning any reason whatsoever. WBTC will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

3. ISSUE OF BID DOCUMENTS

WBTC requires the services of Manpower Services Provider Company capable of supplying Bus Driving and Conducting services. The number stated in this RFP is an estimated number of driving and conducting services required. WBTC shall finalize the exact numbers while drawing up the agreement upon selection ("Services"). WBTC expects that the selected bidder(s) will provide complete support within 30 days of awarding this bid or as mutually agreed upon.

3.1. Eligibility of Bidders:-

The intending bidders should have the following qualifications to be eligible for consideration:

3.1.1. Manpower Service Provider must be either a sole proprietary concern or a partnership concern or a company, or a society registered under West Bengal Societies Registration Act 1961. They must hold a valid license, certificate of registration/incorporation as required to support the above mentioned entity.

3.1.2. The manpower service provider must have experience of supply of at least 300 workers in any of last two financial years of the last three financial years in Govt./ PSU & other Govt. organisation of repute. They must submit attested copy of work order and service completion certificates to establish their claims. The agency should have supplied a minimum of 50 manpower for similar nature of work in single order to Govt. / PSU / Any Govt. organisation.

3.1.3. Bidder must possess valid GST certificate under Service Tax Rules, PAN number, , Profession Tax Registration, ,Registration under EPF & MP Act,1952 and ESI Act, 1948(self attested copy of all the registration certificates must be submitted along with the technical bid.

3.1.4. The bidder must have average annual turnover of Rs 4.0 Cr during two years of last three financial years.(2014-15,2015-16,2016-17). Copy of Income Tax Return, CA's certificate to this effect must be submitted along with annual audit report/tax audit report. Audited Accounts for FY 2017-18 if available will also be accepted

3.1.5The Bidder should not be black listed by any agency/firm/central govt/state govt/PSUs etc. A unequivocal undertaking must be submitted in letterhead of the bidder. Anything contrary, if detected later on, will make the bidder disqualified.

3.1.6.The Selected Bidder must have its office in West Bengal. Agencies operating from outside the state without office(s) in West Bengal will not be considered. Selected Bidder must give the proper address of office in West Bengal and its registered office.

3.1.7. The agency will submit solvency certificate from any nationalized / private Bank for a minimum amount of 2.0 (Two) crores at the time of submitting bid documents.

3.1.8. Bid document shall not be issued from the Office by post or by courier.

3.2. Cost of Tender is Rs 10,000.00 (Rupees Ten Thousands) only.

3.3. RESPONSIBILITY OF BIDDERS:

3.3.1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work. WBTC is not liable for any misunderstanding and subsequent loss to the intending bidder.

3.3.2. It must be understood and agreed that all factors have properly been investigated and considered by the bidder while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents, will not be entertained by WBTC. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBTC.

3.3.3The bid shall include all the information as per bid document.

3.3.4. The bidder shall bear all the costs associated with the preparation and submission of Bid. WBTC in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.4. FORMATION OF CARTEL & PENAL MEASURES:

Any incident of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the bidder. Occurrence of such incident will be viewed seriously by the WBTC authority and penal measures as deemed fit would be taken up against such bidders.

3.5. Default in Statutory Compliances:

Bidders with default in compliances to the statutes based on Tax Audit Report or Audit Report, as the case may, be shall be considered as not eligible.

3.6. KEY DATES:

The schedule of issue, submission and opening of Bid Documents is furnished herein below:

| Particulars | Start Date | End Date | Venue |
|---|------------------|--|-------|
| Float tender in three well-known daily newspapers | 04/05/18 | 25/05/18 Upto 12 noon | |
| Issue RFP | 04/05/18 | 25/05/18 | |
| Pre Bid Meeting | 18/05/18 at 1 PM | In the chamber of Jt. Managing Director, 3 th floor, Paribahan Bhaban, R.N.Mukherjee Road | |
| Opening of Technical Bid | 28/05/18 at 1 PM | | |

Note : *If any Strike or Holiday, falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be treated as scheduled date and schedule time.*

3.7. COLLECTION OF TENDER DOCUMENTS:

3.7.1. Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. Tender document is also available on <http://transport.wb.gov.in>.

3.7.2. Bidders willing to take part in the process of e-tendering are required to obtain

Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate(DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

3.7.3. Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided by DSC issuing authority

3.8.SUBMISSION OF TENDER DOCUMENT

3.8.1. Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the schedule of dates. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

3.8.2. The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

3.9. PRE-BID MEETING:

3.9.1. The Tendering Authority will call a pre-bid meeting. This is to provide opportunity for any clarification to enable the applicants to submit Tenders correctly. In case, any change in tender clause is required, the same will be incorporated in the Pre-bid Meeting and will be uploaded in the portal, prior to bid opening.

3.9.2. Pre bid discussion will be held at WBTC at 12, R.N. Mukherjee Road , Kolkata – 700001 as per schedule indicated in clause-3.6 above to clarify the queries, if any, from the Prospective Bidders in respect of tender.

Interested Bidders who shall participate the Bid may participate (maximum two persons) in the said meeting for any such clarification.

3.9.3. Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

3.10. CLARIFICATION OF BIDDING DOCUMENTS:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Managing Director, WBTC, Paribahan Bhavan, 3rd Floor, 12, R.N.Mukherjee Road, Kolkata – 700001 in written form two days prior to the date of Pre-bid discussion. Such query received from Bidders prior to pre bid discussion shall only be discussed in the pre bid meeting. No other query except the written submission will be clarified during pre-bid discussion. After the submission of Bid, correspondences in any form shall be treated as “Bad Conduct”. If any changes are decided in pre-bid meeting, the same will be informed on the same day of pre bid meeting only and no other communication shall be made afterwards on the issues discussed in the pre bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder. The clarification may be uploaded as addendum to the tender documents.

3.11. AMENDMENT / ADDENDUM OF BIDDING DOCUMENTS:

At any time, prior to the deadline of submission of Bid, WBTC may, for any reason, modify the Bid Documents by issuing Addendum / Amendments and the same will be available in the website(..) only in due time. WBTC shall not have any obligation to inform the bidder through any other mode of communication.

3.12. LANGUAGE OF THE BID:

The bid information so prepared and supplied by the bidder and all other correspondences and documents relating to the Bid, exchanged by the bidder and WBTC, shall be written in English Language only.

3.13. VALIDITY OF TENDER & OFFER:

The offer against tender should remain valid for a minimum period of **120 days** from the next day of opening of the tender. However, WBTC may extend the validity of the offer for a further suitable period without any change in terms & conditions of the offer.

3.14. EARNEST MONEY DEPOSIT [BID GUARANTEE]:

3.14.1. All Bids must be accompanied with a refundable Earnest Money, as “**Bid Guarantee**”. The Bid shall be considered non responsive if the Earnest Money Deposit (**EMD**) is not submitted along with the Bid.

3.14.2. The Bid Guarantee is to be submitted only in the form of irrevocable CTS-2010 compliant demand draft/pay order of **Rs. 4,00,000/- (Rupees Four Lakhs)** only issued by any Branch of any Indian scheduled Bank, in favour of “West Bengal Transport Corporation Limited” payable at Kolkata.

3.14.3. The Bid Guarantee of the unsuccessful Bidder/ Bidders, will be returned against written claim within one month from the date of issue of rate contract order.

3.14.4. No interest shall be payable by WBTC on the said Bid Guarantee amount.

3.14.5. The Bid Guarantee shall be forfeited for any of the following reasons:

3.14.5.1. If during the period of bid validity, the bidder withdraws or modifies the Bid in part or as a whole.

3.14.5.2. If the successful Bidder/ Bidders fails/fail to accept the rate contract order unconditionally as per **clause 4.20 (Acceptance of Order)** of bid document or fails/fail to furnish the contract performance guarantee as stipulated in **clause 4.17 (Performance Guarantee)** of Bid document.

3.14.5.3. If any cartel is formed by the Bidder.

3.15. SIGNING OF BIDS:

3.15.1. The Bid shall be signed by a person / persons duly authorized by the bidder.

3.15.2. Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder.

3.15.3. All the pages of the Bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the Bid.

3.15.4. The complete Bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBTC or as necessary to correct errors made by the bidders, in which case such corrections shall be initialized.

3.16. SUBMISSION OF BID:

Bids Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

3.16.1. STATUTORY COVER:

3.16.1.1 To be submitted in “Drafts” Folder :

i.) Tender Fee ;

Tender fees of Rs. 10,000/- (Rupees Ten Thousand Only) will be submitted in the manner of Scanned copy of CTS-2010 Compliant Demand Draft (DD)/ Pay Order (PO) as prescribed in the NIT, in favour of West Bengal Transport Corporation Limited payable at Kolkata.

ii.) Earnest Money Deposit (EMD)/Bid Guarantee :

Earnest Money to the tune of Rs. 4,00,000 /- (Four Lakhs Only) Shall be deposited with the bid document . Scanned copy of Demand Draft (DD)/ Pay Order (PO) with CTS-2010 compliant towards EMD as prescribed in the NIT, in favour of West Bengal Transport Corporation Limited payable at Kolkata shall be submitted with Bid documents.

3.16.1.2 To be submitted in “Annexure” folder

- i) Application for Tender/ Bid Proposal (format given in Annexure-I)
- ii) Proforma for Contract Performance (format given in Annexure-II)

3.16.1.3 To be submitted in “NIT” folder :

- i) Notice Inviting Tender(NIT);

- ii) Addenda/Corrigenda, if published.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

3.16.1.4 To be submitted in “Forms” folder

- i) Proforma for undertaking to be submitted by the Bidders (Annexure-V)

Note: Bid will be summarily rejected if any item in the statutory cover is missing.

3.16.2. NON-STATUTORY COVER:

Company Profile and Other Details

- i) Registration certificate of the Bidder
- ii) Valid Licenses/Registrations under Service Tax, Professional Tax, Trade Licence, EPF and MP Act, 1952 and ESI Act, 1948.
- iii) Credentials to proof their satisfactory past services in Govt., PSU & Other enterprise
- iv) Proof of annual turnover and other relevant documents
- v) Others as asked under
- vi) Details about offices, if rental accommodation, copy of rent receipt and copy of agreement etc.

Note: Failure of submission of any one of the above mentioned documents will render the E-Tender liable to summary rejection.

3.17. FINANCIAL BID / PROPOSAL:

The financial proposal should contain the following documents in one cover (folder). Format for the financial offer shall be as per following format: (Annexure –VI)

Format for Financial Offer
(To be given on the letter head of the bidder)

To Date.....
Managing Director
West Bengal Transport Corporation Ltd
12, R. N. Mukherjee Road
Kolkata-700001

Sub: Financial Offer

Sir

In response to your NIT No....., I would like to offer following service charges (exclusive of service tax) for supplying the required no. of drivers and conductors as asked in the bid document per driver and per conductor as per schedule given hereunder for the period of one year from the date of finalization of bid:

| | |
|--|---|
| Service Charge for supplying of one Driver or Conductor per month exclusive of service Tax | (Amount to be mentioned in both number and words) |
|--|---|

Yours sincerely

(Authorised Signatory)

3.18. SUBMISSION OF ORIGINAL COPIES OF DOCUMENTS OF TENDER FEE AND EARNEST MONEY DEPOSIT:

3.18.1. Mode of Payment: Tender Fee must be submitted in the form of Demand Draft (DD)/Pay Order (PO) with CTS-2010 compliant of any scheduled Bank of India. EMD must be submitted in the form of Demand Draft (DD)/ Pay Order (PO) with CTS-2010 compliant of any scheduled Bank of India.

Note: Payment in any other form will not be accepted.

3.18.2. Place of submission:The original Demand Draft/Pay Order, towards Tender Fee and Earnest Money Deposit shall be submitted in the following office:

**Managing Director, WBTC,
Paribahan Bhavan, 3rd Floor,
12, R.N.Mukherjee Road,
Kolkata – 700001**

3.18.3. Time of submission:The original Demand Draft/Pay Order towards Tender Fee and EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his financial bid will not be opened and his bid will stand rejected.

Note: Conditional and incomplete e-tenders are liable to summary rejection.

3.19. FINANCIAL BID OPENING:

The financial bids of the eligible bidders, shall be opened on the due date and time, in the techno- commercial evaluation.

The financial bids shall be as per 'Pro forma for financial Bid' enclosed in the Tender Document, and shall be complete in all respect, failing which the same shall be treated as rejected.

3.20. OPENING OF TENDER DOCUMENT & OTHER DETAILS:

3.20.1. Opening of Technical Bid :

3.20.1.1. Technical Bid will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

3.20.1.2. Technical Bid of those tender whose original DD/PO towards tender fee & EMD has not been received, will not be opened and shall stand rejected.

3.20.1.3. Cover (Folder) for Statutory Documents will be opened first and if the same is found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

3.20.1.4. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

3.21. TECHNO-COMMERICAL EVALUATION:

While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated timeframe, their proposals will be liable for rejection.

The summary list of bidders, whose bids would be found technically eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the technically qualified bidders.

3.21.1. Step – 1: The “Cost of Bid” will be examined as set forth in relevant clause , failing which the bid will be rejected.

3.21.2. Step – 2: Subsequently, the EMD / Bid Guarantee will be examined, as stated, failing which the bid will be rejected.

3.21.3. Step – 3: After that, the Techno Commercial Evaluation as per Eligibility of Bidders will be examined. Thereafter the eligible bidders will be shortlisted.

3.21.4. Bidders shall ensure that all the pre-requisites as mentioned in the Tender schedules are duly fulfilled by them and if there is any deficiency regarding non-submission of any document, WBTC reserves the right to cancel that bid unilaterally. Bidders may be intimated accordingly.

3.21.5. Prior to finalization of Techno-Commercial bid, if there be any minor technical deviation, the bidder may be informed of the same , they may be informed the same for rectification within three days, failing which the offer will be liable for rejection without any further intimation. No further negotiation will be entertained.

3.22. FINANCIAL BID EVALUATION & FINALIZATION OF THE TENDER:

Financial bid of techno-commercially eligible bidders, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date. After opening of the financial bid the preliminary result containing name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidders.

3.22.1. Financial Bid offer shall be submitted in the prescribed format only.

3.22.2. No deviation in any form in the Financial Bid Sheet is acceptable.

3.22.3. Any variation in taxes & duties or any new levy introduced by Central or State Govt. subsequent to Price Bid opening will not be considered for evaluation of Price Bids.

3.22.4. Opening and evaluation of financial bid :

The bidders will not be allowed to attach any techno-commercial terms and conditions in the Financial Bid . Attachment of any kind of Techno Commercial Terms & Condition in the Price Bid offer shall lead to cancellation of Bid.

3.22.5. The financial offer will be evaluated as per the following formula;

3.22.6. For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

3.22.7. Necessary Tabulation of Bids shall be prepared indicating all elements of unit landed prices of all the bidders and L1, L2, L3 Positions of the bids are to be ascertained.

3.22.8. To finalize the tender promptly, negotiation of prices with L2, L3, L4 bidders and so on, may be made if required for the purpose of rational allocation.

3.22.9. No price preference of any will be allowed.

3.22.10. Co- operative Society will not be considered with separate status.

3.22.11: As this is a new approach, hence, WBTC may give ten percent of the total requirement for promotional purpose at the lowest rate. However placement of Promotional Order is not mandatory for each tender and shall be processed at the discretion of WBTC.

3.22.12: WBTC also reserves the right to distribute the work among the technically qualified bidders after the consultation with the bidders in case situation so demands.

3.22.13.For timely completion of the job, WBTC reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.

3.22.14. The bidder has to furnish all the information as required regarding their offer.

3.22.15. All correspondence, documents & Bid, exchanged between the Bidder and WBTC shall be written in English language. Failure to comply with this request may disqualify a bidder.

3.22.16. The WBTC reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

SECTION- III

GENERAL TERMS & CONDITIONS OF CONTRACT

4. GENERAL TERMS AND CONDITIONS :

4.1 EXECUTION OF CONTRACT

The selected bidder(s) shall execute the contract with the WBTC for implementation of the bid proposal within 15 days from the date of issue of Work Order / Letter of acceptance along with the Contract Performance Guarantee.

4.2. PERIOD OF CONTRACT

Initially, the period of engagement of the selected agency would be 3 (Three) year. The same may be further extended the subject to satisfactory performance on the part of agency from the date of issue of the order.. For any default in midterm of contact, necessitating termination of the contract and change of Selected Bidder, all dues including 5% penalty will be deducted from the Security Deposit i.e Performance Guarantee of the defaulting contractor.

4.3. REGULATORY MECHANISM

Supply/ Deployment/ Engagement of Drivers and Conductors shall be regulated in terms of Indian Contract Act , 1872 read with the and any other rules framed by the appropriate /controlling /Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism as provided in the said Act and rules framed there under as per constitutional objective and in national security and interest.

4.4. TAXES, DUTIES AND OTHER LEVIES:

4.4.1. The selected bidder shall be solely responsible for the taxes that may be levied on their Drivers and Conductors 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 WBTC

shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the selected bidder or his personnel.

4.4.2. Quoted rate shall include all the taxes & duties excepting service tax. Service taxes shall be allowable by WBTC over and above the contracted rate.

4.5. P.F. CODE NO.AND LABOUR LICENCE:

The successful Selected Bidders shall submit to Managing Director , WBTC necessary PF code no. and labour license obtained from Govt. of West Bengal and they shall take ESI registration (where ESI is applicable) including individual labour wise registration after obtaining order / engagement of labour for the Driving and Conducting the WBTC's Buses.

4.6. STATUTORY OBLIGATIONS:

The successful bidder(s) has / have to observe and comply with all relevant Laws , Rules , Regulations, pertaining to Labour and Service as applicable in West Bengal and the industry concerned .

4.6.1. Statutory obligations as per law shall mean and include the provisions of the following Acts :

- i) Motor Vehicles Act, 1988,
- ii) Motor Transport Workers Act,1960
- iii) The Industrial Dispute Act, 1947
- iv) Contract Labour (Regulation and Abolition) Act 1970 as amended up to date
- v) Employees Provident Fund and Miscellaneous Provisions Act,1952 and schemes framed there under.
- vi) Employees State Insurance Act, 1948 and schemes framed there under .
- vii) Workmen's Compensation Act, 1923 as amended up to date
- viii) Minimum Wages Act, 1948 as amended up to date
- ix) Payment of Bonus Act, 1965 as amended up to date
- x) Payment of Wages Act, 1936 and Rules and Regulations and amendments made there under.

4.7. DEFAULT AND PENALTY:

4.7.1. Provident Fund:-The relevant provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 should strictly be complied with by the Agencies. The Provident Fund

elements are to be regularly deposited with P.F. Commissioner's Office as per provisions of the Act. Copy of Challan of such deposit along with list of persons engaged in the work shall be submitted to the WBTC with subsequent monthly bill for service charges.

4.7.2. Insurance :-Provisions of the E.S.I Act, 1948 where applicable, shall have to be complied with. E.S.I. contribution is to be regularly deposited with Regional Director E.S.I.C.

Attested copies of documents of Registration under the said Act and Employer's Code No. are to be submitted along with all tender Bids.

Copy of challan of deposit of contributions along with list of the Insured Persons shall be submitted along with bill for the subsequent month.

4.7.3. In case of non-ESI area, adequate insurance coverage insurance coverage of equivalent amount of premium for extending benefits, in case of ailments requiring prolong treatment, employment injury including death of the personnel deployed for Bus Driving and Conducting duty should be available. WBTC will not take any responsibility for additional payment .

4.7.4.Compliance of the Contract Labour (R&A) Act, 1970:-Compliance of relevant provisions under the Contract Labour (R&A)Act, 1970 shall have to be ensured.

4.7.5 Other statutory compliance viz. service tax, profession tax, Income Tax must be complied as and where applicable to the extent.

4.7.6. For any default during subsistence of contract: Any default in performing the contract may lead to termination of the contract and change of Selected Bidder. In such an event all dues including 5% penalty thereon will be deducted from the pending bills or Performance Guarantee of the defaulting bidder/contractor. The contracting Selected Bidder shall not be eligible to get payment against any such bills. If WBTC already made payment of such bills, the same will be realized from the Performance Guarantee / pending bills of contracting Selected Bidder lying with WBTC.

4.8. CONDUCT & DISCIPLINE

Every Driver and Conductor shall behave well with the members of the public and also his superior, colleagues and subordinates. All employees shall be at work punctually at the time fixed and notified to them. Late attendance and irregular attendance including early departure will be treated as a breach of discipline and misconduct and the same is punishable. The Drivers and Conductors so deployed should follow discipline and for any breach thereof, the Selected Bidder has to replace the person concerned within 24(Twenty Four) hours of written request by the WBTC or its authorized Officer. The Selected Bidder should make good any loss of property of WBTC incurred by the acts of misconduct of the persons engaged by him under this contract, as per prevailing norms.

4.9. CONTROLLING OFFICER OF WORK

The head of the respective unit of the WBTC's Depot would be regarded as the controlling officer . The Drivers and Conductors will have to report to the controlling officer at the commencement of the shift as fixed up by the WBTC.

4.10. PAYING AUTHORITY

Paying authority against this contract would be the Drawing & Disbursing Officer of the respective unit where Drivers and Conductors are actually deployed / engaged. The Controlling Officer would release payment as per actual deployment and certification of satisfactory performance of the personnel so deployed.

4.11. RELEASE OF PAYMENT

Payment would be released on monthly basis against bill in triplicate to be submitted by the Selected Bidder to the controlling officer. The Controlling officer after due certification towards satisfactory performance will forward the same to the paying authority for release of payment in due course. No advance payment would be made. Release of payment for second month onwards is subject to verification of full payment made to P.F. & E.S.I. authorities where applicable in respect of persons engaged for the previous month. It can ordinarily be expected that payments will be released by 10th day of every month. If needed, the agency will disburse payment to the drivers and conductors from its own fund up to a period of 2 (two) months if payment from the WBTC is delayed due to any unavoidable circumstances

4.12 OVERTIME ALLOWANCES/INCENTIVES

Incentive and over time allowance will be paid separately as per the prevailing practice of WBTC.

4.13. RESPONSIBILITY FOR THEFT/ LOSS OF WBTC'S PROPERTY

In case of any theft / loss of WBTC's property where Drivers and Conductors have been engaged for Driving and Conducting purpose, a departmental enquiry will be held. If negligence on the part of Drivers and Conductors is found, the Selected Bidder/contractor shall have to accept the liability and make good the loss assessed by WBTC. The amount is to be deposited in cash in WBTC's account.

4.14. ELIGIBILITY OF ENGAGED DRIVERS AND CONDUCTORS

All the Drivers and Conductors likely to be engaged by the Selected Bidder concerned must possess prescribed standard as mentioned in earlier parts of bid document.

4.15. OTHER IMPORTANT CONDITIONS

4.15.1 Bid Documents are not transferable. All the bidders must keep their offers valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of tender. All the bidders must keep their offers valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of tender.

4.15.2. Postal submission of tender or quotation submitted by Telex / Fax/ Telegraph is not acceptable. Incomplete tenders, i.e. illegible and / or submitted with conditions or with conditions at variance with the terms and conditions of tender i.e. combined offer/conditional offer/counter offer are liable to be rejected.

4.15.3. The WBTC reserves the right to accept the full or part of tender or reject any / or all tenders and / or negotiable by way of revised and / or improved offer from all the bidders for the concerned job. The WBTC reserves the right to withdraw full or part of the tender without assigning any reasons whatsoever. WBTC also reserves the right to engage more than one selected bidder at same rate at different establishments.

4.15.4. WBTC is open for 365 days in a year, and the bidder needs to take into consideration of services payable on Holidays and that service as sought is round the clock.

4.15.5. The daily rate of wages will be arrived at by dividing the monthly rate by 26 days and one day rest against work of consecutive six days in a week will be allowed.

4.15.6. Any query regarding submission of Bid will not be accepted after the Pre-bid meeting.

4.15.7. All kinds of legal proceedings in any matter arising out of this contract shall be settled by the appropriate court under the jurisdiction of High Court at Calcutta.

4.16. FORCE MAJEURE:

4.16.1. The Selected Bidder shall be under no liability if the Selected Bidder is prevented from carrying out any of the Selected Bidders obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, earthquake, floods, orders and /or restrictions and other cause beyond the reasonable control of the Selected Bidder. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBTC.

4.16.2. WBTC will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

4.17. CANCELLATION/TERMINATION OF ORDER:

WBTC shall have the right to repudiate the contract if the work is not in conformity with the following stipulation ;

- i) Non acceptance of contract as per Acceptance of order.
- ii) Non submission of Performance Guarantee in the form of BG within time stipulated.
- iii) If failed to implement as per terms and conditions stated under GTCC.
- iv) In each of the above cases 15 days termination notice shall be issued prior to termination of contract.

4.18. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As contract security, the successful bidder has to furnish a performance Guarantee in the form of CTS-2010 complaints Demand Draft/Pay Order/Bank Guarantee issued by any Schedule Bank in India in favour of “West Bengal Transport Corporation Limited” payable at Kolkata. The performance guarantee as security deposit will be ten (10%) percentage of Contract Value

of monthly order. The security deposit as performance guarantee is liable to be forfeited in case of non-compliance of order or failure to complete order. Work Order is liable to be cancelled for non-submission of security deposit in time with forfeiture of earnest money. The security deposit submitted as performance guarantee will be returned after successful completion of contract period. No claim shall be made against WBTC in respect of interest on security deposit as performance guarantee.

4.19. LEGAL JURISDICTION:

During execution of this job, if any dispute arises thereby, the necessary legal affairs and / or court case shall be exclusively within the jurisdiction of High Court at Calcutta only.

4.20. RISK PURCHASE / PERFORMANCE:

Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the Selected Bidder fail to deliver within the periods prescribed for such work in the rate contract order, WBTC will be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting Selected Bidder or to cancel the contract and the contracting Selected Bidder shall be liable to compensate for any loss or damage which WBTC may sustain by reason of such failure on the part of the Contracting Selected Bidder.

4.21. ACCEPTANCE OF ORDER:

The successful Bidder shall submit written unconditional acceptance of order to the Managing Director, WBTC within 7 (seven) days from the date of issue of the contract. Such letter shall be super superscripted as "Acceptance Order". In case of non-compliance, WBTC reserves the right to cancel the order and get the job done, through other Selected Bidder, at the sole discretion of WBTC.

Section IV

List of Annexure

| | | | |
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| 2 | Annexure-II | : | Format for contract performance |
| 3 | Annexure-III | : | Sample Format of Certificate |
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Annexure-I

WEST BENGAL TRANSPORT CORPORATION LIMITED

Tender Notice No:

Dated:

BID PROPOSAL

From :

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Fax :
Tender Reference :

To,

The Managing Director,
West Bengal Transport Corporation
Paribahan Bhaban, 3rd floor
12, R.N.Mukherjee Road, Kolkata-700001.

**Sub. : Invitation to bid for Driving And Conducting
the Route Buses of WBTC and it's associates**

Dear Sir,

1) We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

2) **PRICES AND VALIDITY:**

The prices of all items as stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 120 (one hundred twenty) days from the date of opening of the bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bid.

2.2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought-out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

3. BID GUARANTEE:

We have enclosed a Bid Guarantee in the form of Demand Draft/Pay Order from drawn in favour of WBTC for an amount of Rs..... & valid upto.....

4. DEVIATIONS:

We declare that contract shall be executed strictly in accordance with the specifications and documents.

5. WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, We fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by WBTC in order to maintain the completion time schedule of bid documents.

6. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance guarantee of value, equivalent to ten percent (10%) of the Contract Price per month as stipulated in Bid document in the form of Demand Draft/Pay Order/Bank Guarantee in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award.

Dated..... this..... day of200

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature)_____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Demand Draft/Pay Order No._____

Date : _____

Ref No. _____

Annexure-II

WEST BENGAL TRANSPORT CORPORATION LIMITED

Tender Notice No: Dated:

PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE

(To be stamped in accordance with Stamp Act)

To,
The Managing Director,
West Bengal Transport Corporation
Paribahan Bhaban, 3rd floor
12, R.N.Mukherjee Road, Kolkata-700001.

Dear Sir,

In consideration of West Bengal Transport Corporation Limited (hereinafter referred to as WBTC) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s _____ with its Registered/Head Office at _____ (hereinafter referred to as the 'Contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Order No. _____ Dated _____ valued at _____ for _____ (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10%(percent) of the value as specified in bid and vide Order No. date(reference of original order), against Contract to WBTC. We _____(Name and Address) having its Head Office at _____ hereinafter referred to as the `Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBTC, on demand any and all moneys payable under the Contract to the extent as aforesaid at any time upto 6 months from the determination of the contract without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBTC on the Bank shall be conclusive and binding notwithstanding any difference between WBTC and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBTC and further agrees that the guarantee herein contained shall continue to be enforceable till the WBTC discharges this guarantee. WBTC shall have the fullest liberty without affecting in any way the liability of the Bank

under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBTC, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBTC and the Contractor or any other course of remedy or security available to WBTC. The Bank shall not be released of its obligations under this presents by any exercise by WBTC of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBTC or any other indulgence shown by WBTC or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank. The Bank also agrees that WBTC at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBTC may have in relation to the contractor's liabilities. Notwithstanding anything contained herein above our liability under this guarantee is restricted to_____ and shall remain in force up to and including_____ and shall be extended from time to time for such period, as may be desired by M/s._____ to whose behalf this guarantee has been given. All rights of WBTC under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBTC enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness : _____

(Signature)(Signature)

(Name)

(Name)

(Official address)(Designation with Bank Stamp)

_____Attorney as per Power of Attorney. No. _____

Date _____

Annexure- III

Sample Format of Certificate

1. Certified that as per provisions of EPF& Miscellaneous Provisions Act, 1952 and the schemes framed there under, we have deposited monthly PF Contribution & other allied charges to PF authority amounting to Rs. for the month of (PF. Code No...)

2. Copy of the ECR challan is enclosed. Name of the following employees are included in PF Contribution:-

Sri

Sri

Sri

3. Certified that as per ESI scheme we have deposited ESI contributions in respect of covered employees against sub-code no. to ESI authority, amounting to Rs. for the month of

Copy of the challan is enclosed.

Signature of the Selected Bidder/Contractor

Name and Seal of the Selected Bidder/Contractor

Annexure- IV

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I -----, Partner/Legal Attorney/ Accredited

Representative of M/s -----,

solemnly declare that:

1. We are submitting bid for the work

against Tender Notice No. ----- dt. -----

2. None of the Partners of our firm is relative or employee of West Bengal Transport Corporation Limited .

3.All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect any time, WBRC authority may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

Signature of the Bidder with Seal

Dated-----

Annexure- V

FORMAT OF LETTER OF BID

[LETTER HEAD OF BIDDER]

(AS ENROLLED ONLINE ON E-Tendering PORTAL OFNIC)

To
The Managing Director,
West Bengal Transport Corporation,

Sub: Letter of Bid for the work

Ref: i) NIT No. ----- dated -----

ii) Tender Id No. -----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the Tender document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us. We hereby confirm our acceptance of all terms and conditions of the Tender document unconditionally.

Signature of the bidder with Seal

Dated-----

Annexure- VI

Format for Financial Offer

(To be given on the letter head of the bidder)

To
Managing Director
West Bengal Transport Corporation Ltd
12, R. N. Mukherjee Road
Kolkata-700001

Date.....

Sub: Financial Offer

Sir

In response to your NIT No....., I would like to offer following service charges (exclusive of service tax) for supplying the required no. of drivers and conductors as asked in the bid document per driver and per conductor as per schedule given hereunder for the period of one year from the date of finalization of bid:

| | |
|--|---|
| Service Charge for supplying of one driver or Conductor per month exclusive of service Tax | (Amount to be mentioned in both number and words) |
|--|---|

Yours sincerely

(Authorized Signatory)