

**TENDER NOTICENO:59/SBSTC/23**

**DATE: 19/04/2023**

**BID DOCUMENT**

**E-TENDER NOTICE**

**REQUEST FOR PROPOSAL DOCUMENT – FOR (PROVIDING) SUPPLYING SERVICES FOR  
DRIVING AND CONDUCTING FOR SBSTC BUSES.**

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**MANAGING DIRECTOR**

**SOUTH BENGAL STATE TRANSPORT CORPORATION**

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## **Confidentiality Acknowledgement**

This document is the exclusive property of S.B.S.T.C. having its office at Dr. B.C.Roy Avenue, Durgapur – 713201 Dist :PaschimBardhaman. 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 S.B.S.T.C.. By accepting a copy, the recipient agrees to adhere to these conditions to the confidentiality of S.B.S.T.C.'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*

South Bengal State Transport Corporation, a West Bengal Government Undertaking provides Bus Transportation services to Different District in West Bengal. The purpose of this RFP is to identify suppliers for quality manpower for driving and conducting in Buses operated by S.B.S.T.C., The required numbers of Drivers is 97 (Ninety seven ) and Conductors is 103 (One hundred three).

#### **2. 1 SCOPE OF WORK:**

The intended tender is floated for Supply of services of 97 (Ninety seven ) Drivers and 103 (One hundred three) Conductors in S.B.S.T.C. The period of engagement of the selected agency(ies) would be for maximum 3 (Three) years( With provision for renewal after every one year on satisfactory performance). 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 (Remuneration/Wages etc for whom is to be borne by the selected agency(ies) concerned.)

**S.B.S.T.C. 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 S.B.S.T.C.

S.B.S.T.C. 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 S.B.S.T.C.

### **Basic Qualification for Driver and Conductor For**

#### **Driver:**

##### **Educational, other qualification and experience:**

Class–VIII passed, must possess a valid driving license issued by the Licensing Authority for 2 years with license for running Heavy Passenger Motor Vehicle.

**Experience of driving bus for at least 1 year for city operation and 2 years for long distance service.**

**Physical Standard :** Height – 5’1” (minimum).

#### **For Conductor :**

##### **Educational, other qualification and experience :**

Must have passed Madhyamikorequivalent examination from any recognized Board, must possess a valid conductor license issued by the Licensing Authority.

**Experience** for working as a bus conductor.

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

### **Payment to Driver and Conductors**

As per the approved Government Order, the agency shall be making monthly payment of **Rs.13,500/-**, including all statutory deductions, for doing the complete duty of a month except off days. In addition, the Drivers would be incentivized by not more than Rs.3500.00 (Rupees Three thousand Five hundred) only per head per month as Heavy Passengers vehicles duty in terms of Transport Department’s G.O. vide No. 2259-WT/TR/O/7B-01/2014 dtd. 28.05.2018. In case of any absence other than off days, proportionate deduction from monthly pay will be done. The payment of wages shall compulsorily be released by the selected agency(ies) within 1<sup>st</sup> day of next month without any deviation. Reimbursement of wages shall be claimed by agency after making payment of wages along with all supporting documents of deposit of PF/ESI/P.Tax etc. Agency shall be liable for deduction of contribution towards EPF and ESI, Professional Tax in respect of the manpower so deployed by him and the amounts so deducted shall be deposited with proper authority under law within stipulated date as per rule.

Employer’s monthly contribution towards EPF and ESI shall be paid by the agency, at the minimum prescribed rate which will be reimbursed by S.B.S.T.C. on actual basis on production of claim in this respect with related document.

The bill for reimbursement must contain due certificate of work done/attendance of drivers/conductors both online/off line for the respective wages month. For timely completion of all computation etc within time and disburse wages on 1<sup>st</sup> day of next month, the attendance period shall be counted from 15<sup>th</sup> of a month to 14<sup>th</sup> of the next month. To regularize the matter and avoid excess payment, 1<sup>st</sup> month wages shall be on prorata

basis from the date of joining to 14<sup>th</sup> of the next month. The written consent in this respect must be obtained by selected agency from the appointed persons at the time of joining.

The Selected Bidders shall have to submit the reports after clearing of all wages, EPF, ES and etc to the Drivers and Conductors with authenticated copies to the controlling officer concerned of S.B.S.T.C.

An MIS system should be put into place by selected bidder in consultation with S.B.S.T.C to maintain attendance on line and generate bill thereby.

*Service charges shall be provided separately by S.B.S.T.C. as per LI rate quoted by the Agency*

Applicable GST will be borne by the S.B.S.T.C.

Payment 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 bills must to be certified by the Depot Manager/ Depot In-charge concerned. Separate bills shall be submitted by selected agency for respective Divisions. Depot wise bills shall be prepared separately for drivers and conductors and then a consolidated bill for respective division to be prepared by agency. The consolidated bill shall contain information like Name of Depot, no. of driver/conductor daily average rate. No. of working days and finally wages claimed as reimbursement. Commission shall be claimed separately along with GST.

A 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.

### **Operational Requirement**

The 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 S.B.S.T.C. 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 and/or found concerted abstain from duty unauthorisedly has to be demobilized immediately by the agency and suitable substitute for the same should be provided immediately.

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

The Drivers to be engaged as such, can be detailed to act as conductor, in case of any shortfall of conductors in a particular depot. For this purpose the agency will have to ensure that all Drivers possess conductor's license from the appropriate authority, within three month of their engagement as drivers.

S.B.S.T.C. 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. Special Allowance will be paid for extra duty hours of work as per norms set by S.B.S.T.C.

The Agency will keep stand-by manpower at their disposal and provide substitute manpower in case of

sudden absence of the scheduled crew to the units to avoid disruption in crew scheduling.

Agency will submit to S.B.S.T.C. the credential of the personnel they want to provide and get approval from S.B.S.T.C. before deployment into duty.

S.B.S.T.C. will test the bus driving ability of the drivers as and when required before allotting them duties.

S.B.S.T.C. and the Agency will pre-negotiate the modalities of duty hours, number of employees required etc.

The Agency will depute its manpower from the closest point of depot where he has to report.

S.B.S.T.C. will provide two hours notice before an unscheduled trip and 7 days advance notice for regular schedule.

**The agency shall have to submit an undertaking in Non- Judicial stamp paper for providing all infrastructural facilities including office accommodation at Durgapur and Kolkata, sufficient number of supervisor/staff ,computer and peripheral ,relevant softwares to generate attendance and bill within a month of receipt of Work Order. There shall be provision in the software to be used by the agency to generate bill and attendance report as per requirement of SBSTC.**

#### **Compliance Requirement**

If required, the S.B.S.T.C. or its 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 Agency has to submit the same with the bills for payment.

If any circumstances arise in future, when the S.B.S.T.C. would require proof of PF deposit and proof of ESI deposit the Agency shall supply the required document instantly.

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

**The selected agency must understand that the** in respect of hired crew **there shall be no employer-employee relations between S.B.S.T.C.** concerned and the individual driver / conductor who will always be on the payroll of the Agency concerned. The appointed driver/conductors must be communicated that no individual claim/demand/grievances shall be addressed by SBSTC directly and in appointment letter it should be categorically mentioned that SBSTC is no way responsible for engagement of individual driver/conductor and an undertaking in this respect must be obtained from the appointed persons.

## **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 S.B.S.T.C.'s decision to award a contractual relationship. Any identification numbers that are provided from S.B.S.T.C. during this process are to be used and interpreted solely as a guide and are intended to provide guidance to S.B.S.T.C.'s future or projected requirements but are not a guarantee, contract or commitment to any current or future volume of orders/works. S.B.S.T.C. reserves the right to accept or reject any or all bids from a specific or multiple bidders for any reason at any time. S.B.S.T.C. 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. S.B.S.T.C. will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

### **3. ISSUE OF BID DOCUMENTS**

S.B.S.T.C. requires the services of Agency, capable of supplying Bus Driving and Conducting services. The number stated in this RFP is an estimated number of driving and conducting services required. S.B.S.T.C. shall finalize the exact numbers while drawing up the agreement upon selection ("Services"). S.B.S.T.C. expects that the selected bidder(s) will provide complete support within 15 days of awarding this bid or as mutually agreed upon.

#### **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 80 workers in any of last two financial years of the last three financial years in Govt., PSU & other enterprise of repute. They must submit self attested copy of work order and service completion certificates from respective organizations to **establish their claims.**

**3.1.3** Bidder must possess valid Labour Supply Licence, issued by Government, valid GST Registration for Manpower Recruitment/Supply Agency Service under GST 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/uploaded along with the technical bid.

**3.1.4** The bidder must have average annual turnover of Rs 2.0 Crore during two years of last three financial years. (2019-20, 2020-21, 2021-22). Copy of Income Tax Return, CA's certificate to this effect must be submitted along with annual Audit Report/Tax Audit Report.

**3.1.5** The Bidder should not be black listed by any agency/firm/central govt. /state govt. /PSUs etc. An

**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. Selected bidder must have to open a full fledged office in Durgapur and Kolkata with all facilities like sufficient number of staff, computers and other peripherals etc within 30 days of issue of Work Order. Necessary undertaking must be submitted as stated earlier.

SBSTC officials may physically inspect the office of agency at any point of time for the satisfaction of the SBSTC.

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.**：“Tender fees”(Non- refundable) amounting to Rs.10000.00 (Rupees Ten thousand) only. The Bid shall be considered non responsive if the Tender fees is not submitted along with the Bid. The Tender fees to be deposited online through NEFT in the following Bank Account :No other mode of payment of tender fees will be accepted. Necessary documents to be up loaded , along with other tender documents.

**Name of the Bank: State Bank of India,  
Branch: City Centre, Durgapur-14,  
Account No: 10306801228  
IFS Code: SBIN0006152 [“0” represents Zero]  
Branch Code:6152.**

### **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. S.B.S.T.C. 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 bidders 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 S.B.S.T.C.. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by S.B.S.T.C.

**3.3.3** The 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. S.B.S.T.C. 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 &PENALMEASURES:**

Any incident of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, if detected at any stage of tender even after issue of work order, will automatically disqualify the bidder. Occurrence of such incident will be viewed seriously by the S.B.S.T.C. Authority and penal measures as deemed fit would be taken up against such bidders.

**3.5.Default in StatutoryCompliances:**

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
Issue RFP	19/04/2023 at 6.00 pm.	11/05/2023 up to 3.00pm.	
Pre Bid Meeting Date	03/05/2023 at 3.00 pm.		Durgapur Head Office,SBSTC Dr. B.C. Roy Avenue, Durgapur-713201
Submission of bids	19/04/2023 from 6.15p.m	11/05/2023 up to 3.00pm.	
Opening of Technical Bid	15/05/2023 After 3.00pm	-----	.
Opening of Financial Bid	----	---	To be informed later on.

*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 TENDERDOCUMENT**

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in>. for the tender. Tendersaretobesubmittedonlineandintendingbiddersaretodownloadthetenderdocumentsfromthewebsite statedabove.

**3.8 SUBMISSION OF TENDERDOCUMENT.**

**3.8.1Tenders 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. They need 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 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, S.B.S.T.C. Dr. B. C. Roy Avenue, Durgapur, – 713201, Dist : Paschim Bardhaman vide e mail to **sbstcmd@gmail.com** two days prior to the date of Pre-bid meeting. Such query received from Bidders prior to pre bid meeting shall only be discussed in the said meeting. No other query except the written submission will be clarified during the said meeting. 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 meeting shall be final and binding on the bidders. The clarification may be uploaded as addendum to the tender documents.

### **3.10 AMENDMENT / ADDENDUM OF BIDDING DOCUMENTS:**

At any time, prior to the deadline of submission of Bid, S.B.S.T.C. may, for any reason, modify the Bid Documents by issuing Addendum / Amendments/ Corrigendum and the same will be available in the website([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) only in due time. S.B.S.T.C. shall not have any obligation to inform the bidder through any other mode of communication.

### **3.11 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 S.B.S.T.C., shall be written in English Language only.

### **3.12 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, S.B.S.T.C. may extend the validity of the offer for a further suitable period without any change in terms & conditions of the offer.

### **3.13 EARNEST MONEY DEPOSIT [BID GUARANTEE]:**

**3.13.1**All Bids must be accompanied with a refundable Earnest Money, as “Bid Guarantee” amounting to Rs.75000.00 (Rupees Seventy five thousand) only. The Bid shall be considered non responsive if the Earnest Money Deposit (EMD) is not submitted along with the Bid. The EMD to be deposited online through EMD submission process of e- tender portal of Govt. ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) through the payment gateway of ICICI Bank or as amended by Govt. of West Bengal. No other mode of payment of EMD will be accepted. No interest shall be payable by S.B.S.T.C. on the said Bid

Guarantee amount.Necessary documents to be up loaded, along with other tender documents.

**3.13.2 The Bid Guarantee shall be forfeited for any of the following reasons:**

1. If during the period of bid validity, the bidder withdraws or modifies the Bid in part or as a whole.
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. If any cartel is formed by the successful bidder.
4. Found to be black listed by any agency/firm/Central Govt. /State Govt. /PSUs etc.previously.

**3.14 SIGNING OF BIDS:**

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

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

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

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

**3.15 SUBMISSION OF BID:**

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

**3.15.1 STATUTORY COVER:**

**To be uploaded in following ways :**

i.) **To be submitted in “Annexure” folder**

Application for Tender/ Bid Proposal (format given in Annexure-I)

Proforma for Contract Performance (format given in Annexure-II)

Documents for submission of tender fees and EMD through the payment gateway as stated earlier( Annexure-III)

ii.) **To be submitted in “NIT” folder:**

Notice Inviting Tender (NIT);

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.

iii.) **To be submitted in “Forms” folder**

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

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

### **3.15.2. NON-STATUTORY COVER:**

#### **Company Profile and Other Details**

1. Registration certificate of the Bidder
2. Valid Licenses (Trade License and Labour supply license , issued by Government), Registrations under GST, Professional Tax, EPF and MP Act, 1952 and ESI Act, 1948.
3. Credentials to proof their satisfactory past services in Govt., PSU & Other enterprise
4. Proof. of annual turnover and other relevant documents
5. Others as asked for.
6. 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.*

### **3.16. FINANCIAL BID /PROPOSAL:**

**The rate to be quoted by the bidders as service charge per crew per month in BOQ format in online mode only excluding G.S.T.** The rates from the agency (ies) should be on absolute rate and not on percentage basis. The lowest rate(s) of service charges for deployment of crew members quoted by the Agency (ies) will be the basis for selection initially.

The financial proposal should contain the BOQ (.xls) file without tampering the uploaded format.

### **3.17 SUBMISSION OF ORIGINAL COPIES OF DOCUMENTS OF TENDER FEE AND EARNEST MONEY DEPOSIT:**

**3.17.1.Mode of Payment:** Tender Fee & EMD must be submitted on line as stated earlier.

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

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

### **3.17.2 FINANCIAL BIDOPENING:**

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

The financial bids shall be made online in respective BOQ FORMAT.

### **3.18.OPENING OF TENDER DOCUMENT & OTHERDETAILS:**

**Opening of Technical Bid:** 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. The prospective bidders who submitted the requisite tender fees and EMD or possess the latest certificate of NSIC or SSI UNIT issued by the Appropriate Authority. 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. Decrypted (transformed into readable formats) documents of the Statutory and Non- statutory Covers will be downloaded for the purpose ofevaluation.

### **TECHNO-COMMERICALEVALUATION:**

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 qualifiedbidders.

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

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

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

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/uploading of any document, S.B.S.T.C. reserves the right to cancel that bid unilaterally. Bidders may be intimated accordingly.

## **FINANCIAL BID EVALUATION & FINALIZATION OF THE TENDER:**

Financial bid of techno-commercially eligible bidders, will be opened electronically by the Tender Inviting Authority or its authorized representatives 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.

- ✓ **Financial Bid** offer shall be submitted in the prescribed BOQ format only.
- ✓ No deviation in any form in the Financial Bid Sheet is acceptable.
- ✓ 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.
- ✓ 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 Financial Bid offer shall lead to cancellation of Bid.
- ✓ The financial offer will be evaluated as per the following formula;
- ✓ For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.
- ✓ Necessary Tabulation of Bid shall be prepared indicating the lowest rate(s) of service charges for deployment of crew members quoted by the Agency(ies) will be the basis of selection of all the bidders and L1, L2, L3.... Positions of the bids are to be ascertained.
- ✓ Co-operative Society will not be considered with separate status.
- ✓ S.B.S.T.C. reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.
- ✓ The bidder has to furnish all the information as required regarding their offer.
- ✓ All correspondence, documents & Bid, exchanged between the Bidder and S.B.S.T.C. shall be written in English language. Failure to comply with this request may disqualify a bidder.
- ✓ The S.B.S.T.C. 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 S.B.S.T.C. for implementation of the bid proposal within 30 days from the date of issue of Work Order / Letter of acceptance along with the Contract Performance Guarantee as stated below.

**4.2 PERIOD OF CONTRACT**

The period of engagement of the selected agency would be 3(Three) years(to be renewed after every one year on satisfactory performance).For any default on the part of the selected Agency(ies), 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 Agency.

**REGULATORY MECHANISM**

Supply/ Deployment/ Engagement of Drivers and Conductors shall be regulated in terms of Indian Contract Act, 1872 read with 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.

**TAXES, DUTIES AND OTHER LEVIES:**

The selected bidder shall be solely responsible for the taxes that may be levied on their Drivers and Conductors of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against SBSTC. S.B.S.T.C. shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the selected bidder or his personnel.

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

The successful Selected Agency(ies) shall submit to Managing Director, S.B.S.T.C. 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 S.B.S.T.C.'s Buses.

**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 .

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

- Motor Vehicles Act, 1988,
- The Industrial Dispute Act, 1947

- Contract Labour (Regulation and Abolition) Act 1970 as amended up to date
- Employees Provident Fund and Miscellaneous Provisions Act, 1952 and schemes framed there under.
- Employees State Insurance Act, 1948 and schemes framed there under.
- Workmen's Compensation Act, 1923 as amended up to date
- Minimum Wages Act, 1948 as amended up to date
- Payment of Wages Act, 1936 and Rules and Regulations and amendments made there under.
- GST Act and rules
- Income Tax Act and rules

#### **DEFAULT AND PENALTY:**

**Provident Fund:-**The relevant provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 should strictly be complied with by the Agency(ies). 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 S.B.S.T.C. with subsequent monthly bill for service charges.

**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.

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

**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. GST, 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 Agency(ies). In such an event all dues including 5% penalty thereon will be deducted from the pending bills or Performance Guarantee of the defaulting Agency(ies). The contracting selected Agency(ies) shall not be eligible to get payment against any such bills. If S.B.S.T.C. already made payment of such bills, the same will be realized from the Performance Guarantee / pending bills of contracting Selected Bidder lying with S.B.S.T.C..

**4.7.7. SBSTC will not be responsible in any way for any internet failure, internet traffic jam or any delay caused by banks of the bidders.**



## **CONDUCT & DISCIPLINE**

Every Driver and Conductor shall behave well with the members of the public and also with his superior, colleagues and subordinates. All employees shall be at work punctually at the time fixed and notified to them. Late attendance, irregular attendance including early departure and mass un authorized absenteeism 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 Agency(ies) has to replace the person(s) concerned within 24 (Twenty Four) hours of written request by the S.B.S.T.C. or its authorized Officer. The selected Agency(ies) should make good any loss of property and revenue of S.B.S.T.C. incurred by the acts of misconduct of the persons engaged by him under this contract, as per prevailing norms.

## **CONTROLLING OFFICER OF WORK**

The head of the respective unit of the S.B.S.T.C.'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 S.B.S.T.C.

## **PAYING AUTHORITY**

Paying authority against this contract would be the Drawing & Disbursing Officer of the respective unit (SBSTC). The controlling authority against this contract would be the Depots Manager / Depots Incharge where Drivers and Conductors are actually deployed / engaged. The recommending Authority for release of payment will be the Divisional Managers. The DDO would release payment as per actual deployment and certification of satisfactory performance of the personnel so deployed by the controlling authority and on recommendation of recommending authority. The relevant bill abstract shall be signed by recommending authority on satisfaction with the certification of controlling authority.

## **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 10<sup>th</sup> day of succeeding month.

## **4.12. SPECIAL ALLOWANCES/ INCENTIVES**

Incentive and Special allowance will be paid separately as per the prevailing practice of S.B.S.T.C.

## **RESPONSIBILITY FOR THEFT/ LOSS OF S.B.S.T.C.'S PROPERTY**

In case of any theft / loss of S.B.S.T.C.'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 S.B.S.T.C. immediately. The amount is to be deposited in cash/through bank draft in S.B.S.T.C.'s account. It is the responsibility of the selected bidder to recover it from concerned driver/conductor.

## **ELIGIBILITY OF ENGAGED DRIVERS AND CONDUCTORS**

All the Drivers and Conductors likely to be engaged by the selected Agency(ies) concerned must possess prescribed standard as mentioned in earlier parts of bid document.

## **OTHER IMPORTANT CONDITIONS**

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.

Postal submission of tender or quotation submitted by any other mode 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.

The S.B.S.T.C. 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

S.B.S.T.C. reserves the right to withdraw full or part of the tender without assigning any reasons whatsoever.

S.B.S.T.C. 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.

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.

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

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.

## **FORCE MAJEURE:**

The Selected Bidder shall be under no liability if the selected Agency(ies) is prevented from carrying out any 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 Agency(ies). However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of S.B.S.T.C.

## **CANCELLATION/TERMINATION OF ORDER:**

S.B.S.T.C. shall have the right to repudiate the contract if the work is not in conformity with the following stipulation;

1. Non acceptance of contract as per Acceptance of order.
2. Non submission of Performance Guarantee in the form of BG within time stipulated.
3. If failed to implement as per terms and conditions stated under GTCC.
4. In each of the above cases 60 days termination notice shall be issued prior to termination of contract.
5. In case of unsatisfactory performance by the selected agency, the contract shall be terminated by giving 60 days notice . Similarly, the selected agency may opt for termination by providing 60 days prior notice to S.B.S.T.C.

## **PROCEDURE FOR SUSPENSION AND DEBARMENT OF AGENCY(IES)**

The procedure as laid down below shall govern the suspension/debarment of agency(ies) involved in the process of engagement and carry on business with SBSTC:

Grounds for Suspension and Debarment:-

- A.** Submission of eligibility requirements containing false information or falsified documents.
- B.** Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- C.** Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- D.** Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation) participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- E.** Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- F.** All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- G.** Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- H.** Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- I.** Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- J.** Failure in deployment of Technical Personnel or Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- K.** Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
- L.** Failure of the agency, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- M.** Failure by the agency to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Agency to comply with any written lawful instruction of the SBSTC or its

representative(s) pursuant to the implementation of the Contract.

- N. Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.
- O. Non compliance/ obedience with any or all the clauses as mentioned in the Tender documents and agreement.

CATEGORY OF OFFENCE: - (A) First degree of offence: 1 to 14 of the above Clause to be considered as First degree of offence. (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence. In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited. PENALTY FOR OFFENCE :- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under SBSTC up to 2 (two) years. (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the SBSTC up to 3 (three) years.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS (1) Initiation of Action, Notification and Hearings: Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Tender Inviting Authority and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid. (a) Upon verification of the existence of grounds for suspension/debarment, Tender Inviting Authority shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that: i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment. ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the SBSTC) stating the ground for such. iii) The said bidder, within three days from the date of issue of such notification by the Tender Inviting Authority, may approach the Suspension Committee through Tender Inviting Authority by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained. (b) After receiving the recommendation for suspension from Suspension Committee, Tender Inviting Authority shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will recommend to suspend the alleged bidder from participating in the procurement process under the SBSTC for a period of six months from the date of issuance of suspension order. The Tender Inviting Authority shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his

registered e-mail id or in writing to his postal address. The Tender Inviting Authority shall also inform the decision to all concerned. If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Tender Inviting Authority and would recommend Tender Inviting Authority to allow the bidder to take part in the tendering process. If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.(Debarment Committee means here Tender Purchase Committee) (c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Tender Inviting Authority for orders of Debarment. The Tender Inviting Authority in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the SBSTC for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:- (A)**

Upon termination of contract due to default of the Bidder, the Officer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned. (B) The Debarment Committee upon receipt of the recommendation of Tender Inviting Authority shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Tender Inviting Authority for the order of debarment. The Tender Inviting Authority in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the SBSTC, for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered email id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**STATUS OF SUSPENDED / DEBARRED BIDDER :-** (a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the SBSTC within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the SBSTC.

(b) If the Suspension/Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of

Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract” etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder. (c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

**PERFORMANCE GUARANTEE (SECURITY DEPOSIT).**

As contract security, the selected Agency (ies) has to furnish a performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee issued by any Schedule Bank in India in favour of “South Bengal State Transport Corporation” payable at Durgapur. The performance guarantee as security deposit will be twenty (20%) 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 S.B.S.T.C. in respect of interest on security deposit as performance guarantee

**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.

**ACCEPTANCE OF ORDER:**

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

## Section IV

### List of Annexure

1	Annexure-I	:	Format of Bid Proposal
2	Annexure-II	:	Format for contract performance
3	Annexure-III	:	Sample Format of Certificate
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5	Annexure-V	:	Format of Letter of Bid
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**Annexure-I**

**SOUTH BENGAL STATE TRANSPORT CORPORATION**

**TenderNoticeNo:**

**Dated:**

**BID PROPOSAL**

**From :**

Bidder's NameandAddress :Contactperson :  
Designation :  
TelephoneNo.-(L/L&mobile) : Fax  
:TenderReference :

**To,**

The Managing Director,  
SouthBengalStateTransportCorporation, Dr.B.C. RoyAvenue,  
Durgapur - 713201.Dist: PaschimBardhaman.

**Sub. : Invitation to bid for Driving and Conducting the Route Buses of S.B.S.T.C.**

Dear Sir,

1. WetheundersignedBidder/(s),having readandexaminedindetailsthespecificationsandotherdocuments of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

**2. PRICES ANDVALIDITY:**

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 yourbid.

**2.2.** We confirm that our bid price is excusive of GST.

**BID GUARANTEE:**

We have submitted the Bid Guarantee through online mode as prescribed in the tender documents \_ \_ \_ \_  
\_ drawn in favour of S.B.S.T.C. for an amount of Rs..... fromourBank Account No  
\_\_\_\_\_of\_\_\_\_\_Bank, IFSC\_\_\_\_\_



**3. DEVIATIONS:**

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

**4. WORKSCHEDULE:**

If this proposal is accepted by you, we agree to provide services of supplying the requisite Drivers and Conductors, in accordance with schedule indicated in the proposal.

**CONTRACT PERFORMANCE GUARANTEE:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance guarantee of value, equivalent to twenty percent (20%) of the Contract Price per month as stipulated in Bid document in the form of DemandDraft/PayOrderinyourfavourwithinstipulatedtimeasmentioned in bidfromthedataofplacement of workorder.

Dated..... this.....dayof ..... 201

Thankingyou,

Weremain,

Yoursfaithfully,Date\_\_\_\_\_

Place\_\_\_\_\_ (Signature)\_\_\_\_\_ (PrintedName)

(Designation)\_\_\_\_\_

(CommonSeal)\_\_\_\_\_

BusinessAddress:

Name & Address of Authorized Signatory:

**Annexure-II**

**SOUTH BENGAL STATE TRANSPORT CORPORATION**

**PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE  
(To be stamped in accordance with Stamp Act)**

NITNo:

Date

To,  
The Managing Director,  
SouthBengalStateTransportCorporationDr.B.C. RoyAvenue,  
Durgapur -713201.  
Dist:PaschimBardhaman.

Dear Sir,

In consideration of South Bengal State Transport Corporation (hereinafter referred to as S.B.S.T.C.) 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/HeadOfficeat \_\_\_\_\_(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 issueof

Order No. \_\_\_\_\_ Dated \_\_\_\_\_ valuedat \_\_\_\_\_ for \_\_\_\_\_ (ScopeofContract)andtheAgency(ies)havingagreedtoprovideaContractPerformanceGuaranteeforthe

FaithfulperformanceoftheentireContractequivalentto20%(Twenty percent)ofthevalueasspecifiedinbidandvide

Order No. .... date .....(reference of original order), against Contract to S.B.S.T.C. We \_\_\_\_\_(Name and Address) having its Head Office at \_\_\_\_\_ 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 S.B.S.T.C., 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 madeby S.B.S.T.C. on the Bank shall be conclusive and binding notwithstanding any difference between S.B.S.T.C. 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 S.B.S.T.C. and

further agrees that the guarantee herein contained shall continue to be enforceable till the S.B.S.T.C. discharges this guarantee. S.B.S.T.C. 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. S.B.S.T.C., 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 and the Contractor or any other course of remedy or security available to S.B.S.T.C.. The Bank shall not be released of its obligations under this presents by any exercise by S.B.S.T.C. of its liberty with reference to the matters aforesaid or any of them or by reason or any otheractsofomissionorcommissiononthepartofS.B.S.T.C.oranyotherindulgenceshownbyS.B.S.T.C.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 S.B.S.T.C. 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 S.B.S.T.C. may have in relation to the contractor's liabilities. Notwithstanding anything contained herein above ourliability

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 desiredbyM/s. \_\_\_\_\_ towhosebehalfthisguaranteehasbeen given. All rights of S.B.S.T.C. under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the S.B.S.T.C. enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extendeddate.

Datedthis \_\_\_\_\_ dayof \_\_\_\_\_ 20at \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

(Name) \_\_\_\_\_

\_\_\_\_\_  
(Name)

(Official address)(Designation with Bank Stamp)

\_\_\_\_\_  
AttorneyasperPowerofAttorney.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 alliedcharges to PF authority amounting to Rs. ....forthemonthof .....(PF. CodeNo...)

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

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 ESIauthority,..... amounting toRs.

..... 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 South Bengal State Transport Corporation.
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/misleading any time, SBSTC 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,  
South Bengal State Transport Corporation, Dr. B. C. Roy Avenue,  
Durgapur - 713201.Dist:PaschimBarddhaman

Sub: Letter of Bid for the work

Ref:

NIT No. ----- dated-----

TenderId No. -----

Dear Sir,

We offer to execute the work as per our offered in Bill Of Quantity (BOQ) in accordance with the conditions of the Tender document as available in the website. The details of the EMD and Tender fees 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-----**

**N.B. The Notice Inviting Tender can be viewed in the following websites/portal: 1) [www.wbtenders.gov.in](http://www.wbtenders.gov.in) 2) [www.sbstc.co.in](http://www.sbstc.co.in)**