



WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

(An Organisation of Department of Non-conventional & Renewable Energy Sources, Govt. of W.B)

Bikalpa Shakti Bhavan, J1/10, EP & GP Block,
Salt Lake Electronics Complex, Sector – V, Kolkata – 700 091

Memo No.: WBREDA/38/2023/599

Dated: 21.11.2023

To
M/s ZRR Security Pvt. Ltd.,
Gopalpur House,
P.O.- R. Gopalpur,
P.S.- Dum Dum Airport,
Kolkata – 700136
e-mail ID: zrrsec@gmail.com

Sub: Order for Providing Outsourced **Manpower Service** (including Security Personnel) of different Categories at WBREDA (HQR) 'Bikalpa Shakti Bhavan', J1/10, EP & GP Block, Sector-V, Salt Lake Electronics Complex, Kolkata-700091 and other offices in West Bengal for the period from **01.12.2023 to 30.11.2024**

Ref: i) Our **Tender No.: WBREDA/NieT-16/23-24 dt. 12.09.2023**

ii) Tender ID: **2023_WBRED_567643_1**

iii) Your Bid No.: **4033370**

Sir,

We are pleased to place the order for the job under subject for a period of one (01) year with effect from **01.12.2023 to 30.11.2024**.

The monthly wages of different types of manpower and number of manpower as per Tender are given herein under.

Sl. No.	Type of Manpower	No. of Manpower	Qualification	Rate Per Month per manpower (Rs.)	Yearly Financial Involvement (Rs.)	Unit
I	II	III	IV	V	VI	VII
1	a) IT Support Personnel/DEO	2 (Two)	Graduate & Computer Diploma Course from any Govt. Institute and proficient in Computer Operation	15900	381600	Bikalpa Shakti Bhavan, Salt Lake, Kolkata.
	b) Office Assistant	1 (One)	H.S. Pass	18000	216000	
		1 (One)	H.S. Pass	16000	192000	
		2 (Two)	H.S. Pass	15000	360000	
	c) Office Peon	3 (Three)	VIII Pass	14500	522000	
	d) Sweeper Cum Cleaner	2 (Two)	Read & Write in Mother Language	14500	348000	
e) Electrician	1 (One)	H.S. Passed with certificate of electrical wiring	16000	192000		
2	Security Guard without Gun	4 (Four)	VIII Pass	10759	516432	Bikalpa Shakti Bhavan, Salt Lake, Kolkata.
3	Security Guard without Gun (optional)	6 (Six)	VIII Pass	10759	774648	Energy Education Park, Kolkata.

Sl. No.	Type of Manpower	No. of Manpower	Qualification	Rate Per Month per manpower (Rs.)	Yearly Financial Involvement (Rs.)	Unit
I	II	III	IV	V	VI	VII
4	Security Guard without Gun	2 (Two)	VIII Pass	10759	258216	Ganga Sagar Site at South 24 PGS
5	Security Guard without Gun	2 (Two)	VIII Pass	10759	258216	Fresergunj Site at South 24 PGS
6	Assistant Engineer at PMU	3 (Three)	B.E (Electrical/Civil) 2 years Experience in Renewable Energy or Power System	35000	1260000	Bikalpa Shakti Bhavan, Salt Lake, Kolkata.
7	Junior Engineer at PMU	6 (Six)	Diploma (Electrical/Civil) 2 years Experience in Renewable Energy or Power System	21500	1548000	Bikalpa Shakti Bhavan, Salt Lake, Kolkata.
8	Multifunctional Support Staff	4 (Four)	Certificate in Higher Secondary Examination of WBCHSE or equivalent with 1 year Diploma/ Certificate course in Computer Application and working knowledge of Computer with operating knowledge of M.S Word, Excel, Power Point, Access & Internet.	12000	576000	Bikalpa Shakti Bhavan, Salt Lake, Kolkata.
	Total	39 (Thirty nine)			7403112 (A)	
Employer's EPF Contribution @ 13 % of (A)					962405	
Employer's ESI Contribution @ 3.25 % of (A)					240601	
Ex-Gratia Grant/ Bonus @ Rs. 5300/- per Head for Employees, as applicable					206700	
Total Annual Liability towards					8812818 (B)	
G.S.T @ 18% to be borne by WBREDA for hiring the Service of the Agency (of B)					1586307	
Tentative Budget Provision for one (01) year					1,03,99,125	
(Rupees One crore three lac ninety nine thousand one hundred twenty five)						

[Note: Fixed Rate per Month per manpower (Table-I Column V) is included a) Employee contribution against PF and ESI, b) Incumbent Income Tax (if applicable)] and the Audited Statements thereof.

This order is presently for provision of total 39 nos. of manpower (including Security Personnel) with a yearly financial involvement of Rs. **1,03,99,125/- (Rupees One crore three lac ninety nine thousand one hundred twenty five)** only plus contributory EPF of Employer's Share, ESI contribution, 18% G.S.T, Service Charge @ **0.001%** as admissible for a period of **01(One) year i.e. 01.12.2023 to 30.11.2024.**

SCOPE OF WORK

1. Engagement of outsourced manpower for performing duty in different categories for WBREDA's office/installations. The Contractor will have to place their personnel for duty within 24 hours of receipt of requisition placed.
2. The Contractor shall have to submit the reports after clearing of all wages, PF, ESI etc. to the engaged personnel with authenticated copies to the OSD & Ex-Officio Director-in-Charge & CEO, WBREDA, in every three (03) months.

3. Monthly payment will be made directly to the Contractor on the basis of actual number of persons whose services are provided. The Contractor shall submit bills in triplicate along with documentary evidence of disbursement of monthly wages and other statutory payment.
4. In case of necessity, the controlling officer of WBREDA may ask for proof of PF deposit and proof of ESI deposit in the PF, ESI code as would be submitted by the Contractor to WBREDA & related documents against each employee has to be submitted by the Contractor from the following monthly bill onwards. Where ESI provisions are not applicable, Insurance documents as a proof of medical benefit is to be submitted with bill.
5. Salary has to be paid direct to the Bank Account of the Manpower concerned, the bank statement as documentary evidence as a proof of employees receipt of salary has to be submitted with the bills for payment.
6. Bills shall be submitted to the Controlling Officer, WBREDA (OSD & Ex-Officio Director-in-Charge & CEO, WBREDA) after the end of each calendar month. Payment will normally be released within twenty (20) days from the date of submission of bill, complete in all respect.

General Terms & Conditions

1. For timely engagement of outsourced manpower personnel, WBREDA reserves the right to divide/split/modify/ cancels the entire job during placement of order without showing any reason whatsoever.
2. All correspondence, documents exchanged between the **Contractor** and WBREDA shall be written in English language.

3. PERIOD OF CONTRACT

The order would be on percentage of services charges basis. The contract period will be for one year from **01/12/2023 to 30/11/2024**. The same may, however, be reviewed based on satisfactory performance of the **Contractor**. *For any default in midterm of contract, necessitating termination of the contract and change of Contractor, all dues including 5% penalty will be deducted from the Security Deposit of the defaulting company.*

4. CONDUCT & DISCIPLINE

Every personnel shall behave well with the members of the public and also his superior, colleagues and subordinates. All employees of the contractor shall maintain punctuality in work place. Late attendance and irregular attendance including early departure constitute a breach of discipline, punishable being act of misconduct. The personnel so deployed should be disciplined and for any breach thereof, the Contractor has to replace the concerned person within 24(Twenty Four) hours of written notification by the Controlling Officer. The Contractor should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.

5. CONTROLLING OFFICER OF WORK

The controlling officer of the work would be **OSD & Ex-Officio Director-in-Charge & CEO, WBREDA**.

6. SUPERVISING OFFICER

Administrative Officer-cum-PRO, WBREDA

7. PAYING AUTHORITY

Paying authority against this contract would be the Drawing & Disbursing Officer of WBREDA.

8. BONUS & OVERTIME

Bonus will be paid in terms of payment of Bonus Act, 1965 [amended time to time] and as per extant Government Order to be issued from time to time subject to kind approval of Authority of WBREDA.

No overtime allowances would be allowed to any of the employees engaged by the contractor on the basis of this order.

9. OTHER NECESSITY FOR OUTSOURCED PERSONNEL

The contractor will provide **Pay Slip** as a proof of payment of wages to the Outsourced Manpower including Security Personnel individually within one month from date of disbursement otherwise it will attract a penalty @ Rs. 2/- per head and be viewed seriously.

10. ELIGIBILITY TO BE ENGAGED

All the personnel likely to be engaged by the concerned Contractor must possess prescribed Educational qualification & standard of physical fitness and a bio-data showing his/her date of birth and qualification be submitted to the WBREDA.

11. AGE LIMIT:

Age limit in case of different categories of outsourced manpower including Security Personnel, is up to 60 (sixty) years maximum.

OTHER IMPORTANT CONDITIONS

12. As per current orders in vogue, all payments for any month to the outsourced personnel including Security Personnel will be completed by 07th day of the next month by NEFT/RTGS/Cheque /Cash transfer only.

For example: January 2023 wages/PF/ESI payment must be paid within 07th February 2023.

13. The Contractor needs to take into consideration of services payable on Holidays and for that service no additional claim will be entertained by WBREDA.

14. FORCE MAJEURE:

The Contractor shall be under no liability if the Contractor is prevented from carrying out any of the Contractors obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and /or restrictions and other causes like Covid-19 and so beyond the reasonable control of the Contractor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBREDA.

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

16. PERFORMANCE GUARANTEE:

As contract security, the successful bidder has to furnish a Performance Guarantee in the form of Demand Draft/Pay Order by any Schedule Bank in India. EMD as deposited by the successful bidder shall be converted to Performance Security / Contract Performance Guarantee

The Performance Guarantee to be submitted to WBREDA within one month from the date of issue of order. Validity of Performance Guarantee will be for one (01) year from the date of order and it will be released within three (03) months from the expiry of the Performance Guarantee period.

17. CANCELLATION/TERMINATION OF ORDER:

WBREDA shall have the right to repudiate the contract if the contractor does not fulfill the under mentioned clauses.

- a) Non acceptance of contract.
- b) If failed to comply with the terms and conditions stated under GTCC as provided in Section-III of the Bid Document.
- c) In each of the above cases, 15 (fifteen) days termination notice shall be issued prior to termination of contract.

18. LEGAL JURISDICTION:

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

19. RISK PURCHASE / PERFORMANCE:

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

20. VARIATION OF BID :

WBREDA at any stage of the contract, shall add his discretion based on requirement and may instruct the Contractor to scale down /up scale the number of deployed Manpower including Security Personnel. The Contractor, at such circumstances, shall carry out the instruction of the OSD & Ex-Officio Director-in-Charge & CEO, WBREDA / Delegated Authority of WBREDA, within a period of one (01) month of receiving such instruction.

No compensation of any form shall arise as a result of scale down the number of operation.

21. ACCEPTANCE OF ORDER:

The successful contractor shall submit a written and unconditional acceptance of order to the **Controlling Officer** of WBREDA within 07 (seven) days from the date of issue of the order. Such letter shall be superscripted as "Acceptance Order". In case of non-compliance, WBREDA reserves the right to cancel the order & get the job done through other Contractor, at the sole discretion of WBREDA.

Special Terms & Conditions:

1. WBREDA will pay Provident Fund @ 13 %, ESI @ 3.25 % and Bonus to the Outsourced Manpower including Security Personnel as per Payment of Bonus Act, 1965 or as per extant Government Order to be issued from time to time. Such bonus shall be applicable to each above mentioned personnel subject to kind approval of Authority of WBREDA.
2. The Manpower Service Provider shall bear the penalty, if any, due to delay in depositing PF, ESI etc. to the appropriate authority.
3. Income Tax deduction shall be made as per Government rule from the monthly bill submitted by the Agency.
4. Service Charge shall be paid to your Organization @ **0.001 %** on existing rate including Employer's Contribution to EPF, ESI & Bonus.

5. The Agency shall have to comply with various statutory labour laws and statutory labour obligations being the immediate employer for deployment of the personnel to be engaged by the Agency in this organization on this contract job. And in the event of death casualty or injuries while performing official duty during office hours, the Agency shall be entirely liable to compensate the Manpower including Security Personnel engaged and deployed by them.
6. The engaged Personnel will avail all State Govt. Holidays. In addition, they will avail fourteen (14) days leave in a calendar year.
7. Monthly Wages to all categories of employees should be paid by 7th day of the following month and reimbursement of claim shall be made to WBREDA as early as possible. It is requested to issue **Monthly Pay Slip** by the Agency to all engaged Manpower and Security Personnel by this order.
8. **No existing manpower should be changed** by the Agency without written permission/ consent of WBREDA.
9. The Manpower Service Provider won't be allowed to engage any sub vendor for execution of contract agreement.
10. Decision of OSD & Ex-Officio Director-in-Charge & CEO, WBREDA on all matters shall be final and binding on the Manpower Service Provider, i.e., in the instant case M/s ZRR Security Pvt. Ltd.
11. Agency is requested to issue '**Identity Card**' to all its employees engaged for performing duties in WBREDA.
12. In addition to above all special conditions of contract as provided in Section-IV of the Bid Document will be applicable.
13. **An amount of Rs. 2,07,983/- (Rupees Two lac seven thousand nine hundred eighty three) only has to be deposited by your agency as per provision at Tender Clause No. 8 of SECTION-I of the bidding document, as Performance Guarantee by Demand Draft / Bnakers's Cheque in favour of WBREDA.**

Special Terms & Conditions applicable only for Security Personnel

a) RESPONSIBILITY FOR THEFT/ LOSS OF WBREDA'S PROPERTY

In case of any theft / loss of Company's property where security agencies have been engaged for guarding purpose, a departmental enquiry will be held. If negligence on the part of Security personnel is found, the Contractor shall have to accept the liability and made good the loss assets by WBREDA. The amount is to be deposited in cash in WBREDA's account.

b) Other Necessity for Outsourced Security Guards (Uniforms etc.)

The contractor will provide Pay Slip as a proof of payment of wages to the Outsourced Security Guards individually within one month from date of disbursement otherwise it will attract a penalty @ Rs. 2/- per head. The contractor shall provide proper dress/uniform etc. to each Security Guard with immediate effect as per provision at SCC 12.4 of the Bidding Document failing of which a penalty of @ Rs. 500/- will attract per Security Guard.

c) REGULATORY MECHANISM

Supply/ Deployment/ Engagement of outsourced personnel shall be regulated in terms of private Security Agencies (Regulations) Act, 2005 and West Bengal Private Security Agencies (Regulations) Rules 2007 read with the private Security Agencies Central model

Rule, 2006 and any other rules framed by the appropriate /controlling Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism as provided in the said Act and rules framed there under as per constitutional objective and in national security and interest. Besides different statutory obligation the detailed compliance of Law will also be applicable.

- d) Strict compliance of Clause No. 10 of Section-I is mandatory.
- e) Apart from, all other terms and conditions as laid down in the Tender and applicable for deployment of Security Personnel, shall be adhered to.

Your acceptance of this offer may please be intimated immediately.

Yours faithfully,

Kulla 21/11/2023.

OSD & Ex-officio Director-in-Charge & CEO,
WBREDA