

**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****(A Govt. of West Bengal Enterprise)****MALDA REGIONAL OFFICE**1st Floor, Netaji Commercial Estate, Rathbari, Malda-732101

Phone No. : (03512) – 220463

Fax No. : (03512) – 220463

e-mail : maldaregion@gmail.com**NOTICE INVITING e-TENDER****NIT No.: RM/MRO/IB/ 184****Date: 12/06/2020**

SUBJECT: 2nd call Tender Notice for Engagement of personnel for rendering catering services, housekeeping, gardening, day to day maintenance and other allied services of WBSEDCL's Inspection Bungalow located at Nimasarai P.O. Kotwali Dist. Malda, under Malda Region.

Reference: Previous NIT No. RM/MRO/IB/1954 Date: 14/03/2020.

The Regional Manager, Malda Region, WBSEDCL invites e-Tender only from the bona fide experienced & resourceful agencies.

Name of the Work	Estimated Amount excluding GST (Rs)	Earnest Money (Rs)	Cost of Technical and Financial Bid Documents (Rs) (Non-	Time Period of Contract	Name & address of the Concerned Office
Day to day maintenance and other allied services of WBSEDCL'S Inspection Bungalow at Nimasarai P.O. Kotwali Dist. Malda, under Malda Region.	916152.00 (Rupees nine lakhs sixteen thousand one hundred and fifty two only)	@2% of the estimated cost to be submitted in favor of "West Bengal State Electricity Distribution Company Limited" payable at Malda, Rs.18350.00	Rs. 950.00 + 18 % GST = Rs. 1121.00 (Rupees One Thousand One Hundred & Twenty-one only)	1 year	Regional Manager, Malda Regional Office, 1 st floor, Netaji commercial estate, Rathbari, Malda-732101

1. In the event of e-filing intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender document (tender fees) and earnest money may be remitted through demand draft / pay order issued from any Scheduled Bank in favor of the “**West Bengal State Electricity Distribution Company Limited**” payable at Malda and also to be documented through e-filing. The original Demand Draft / Pay order against tender fees, Earnest Money Deposit (EMD) should be submitted physically at Malda Regional Office, WBSEDCL, 1st floor, Netaji Commercial estate, Rathbari, Malda– 732101 under sealed cover within due date of submission.
2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>. The Cost of Tender documents/Tender fee is purely non refundable.
3. Technical Document and Financial Bid should be submitted online on or before as per the ‘Date & Time Schedule’ stated in Sl. No.-09.
4. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
5. Eligibility criteria for participation in the tender: Bona fide, experienced & resourceful agency, executing kind of job related to engagement of contract workers for 2 years (from 01.04.2015) and details of work in hand.
- 5.1. All intending bidders are required to produce valid copies of current e.i up to January’2020, GST, Professional Tax (PT) receipt challan along with PAN Card / IT return as well as EPF, ESI, Service Tax Registration certificates & certificate of compliance of statutory obligations (to be documented through e-filing).
- 5.2. All intending bidders are required to also produce the following:-
 - GST Registration certificate.
 - Current Challan for depositing GST & latest return files.
 - Copy of IT return for last three financial years, PAN Card, as applicable.
 - Documents in support of credential: Performance as agency for executing kind of job related to engagement of contract workers for 2 years (from 01.04.2015) and details of work in hand.
 - Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, wherever applicable.
6. No mobilization / secured advance will be allowed.
7. The agency shall be solely responsible for IT and all other taxes, duties, service tax, levies, license fees, all types of Statutory Govt. obligation incurred until completion of the total work and handed over to the employer. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the owner.

8. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of financial bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

9. **Date & Time Schedule:-**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of NIT and Tender Documents (online). [Publishing Date]	12.06.2020 at 13.00 Hrs
02.	Documents sell / download start date (online).	12.06.2020 at 13.00 Hrs
03.	Bid Submission upload start date (online)	12.06.2020 at 13.00 Hrs
04.	Bid Submission upload end date (online)	03.07.2020 upto 17.00 Hrs
05.	Date of submission of original copies for the cost of Tender documents and Earnest Money Deposit (offline).	06.07.2020 upto 15.00 Hrs
06.	Date for opening of Technical bid (online) for the Bidders	07.07.2020 after 10:15 Hrs
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	Will be intimated later
08.	Date of opening of Financial Bid (online).	Will be intimated later

10. **Earnest Money / Bid Security:** The amount of Earnest money/ Bid security shall have to be deposited in a separate cover @ 2% of the estimated amount of tender in the shape of Bank Draft or Pay order of any Scheduled Bank to be drawn in favor of the “**West Bengal State Electricity Distribution Company Limited**” payable at Malda. The bid guarantee shall be valid for 6(five) calendar months with a claim period up to 3 (three) months from the date of opening of bid. Earnest Money/ Bid guarantee of the unsuccessful bidder will be released after finalization of tender against the prayer of the respective bidder. No interest shall be payable by WBSEDCL on the above Earnest Money/ Bid guarantee.

11. **Security Deposit:** In respect of successful Bidder, the Earnest Money (@ 2%) after acceptance of Tender shall be converted as a part of the Security Deposit.

12. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing bid and entering into an agreement for the work/works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense.

13. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the

Bidder at the stage of Bidding.

14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in **'Instruction to bidders'** stated in Section – 'A' before tendering the bids.

Page | 4 15. Work Order & Payment of work will be dependent on availability of fund. Intending bidders may consider these criteria during submission of tender and quoting their rate through online.

16. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.

17. The intending bidder is required to quote the rate in BOQ, put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.

18. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.

19. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If any such document is found incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.

20. The Tender Inviting Authority (WBSEDCL) does not bind itself to accept the lowest bidder and reserves all the rights to accept or reject, split any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at any stage of the Bidding. Tender inviting Authority (WBSEDCL) also reserves right to accept/cancel/withdraw the concerned NIT in full or part due to Unavoidable circumstances and no claim in this respect shall be entertained.

21. All correspondences with regard to above shall be the following address:-

The Regional Manager,
Malda Regional Office, WBSEDCL
1st floor, Netaji Commercial Market
Rathbari More, Malda
District: Malda.
Pin: 713101

Sd/-
Regional Manager
Malda Regional Office,
WBSEDCL, Malda
(Tender Inviting Authority)

SECTION – A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

Instructions / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

Sl. No.	Category Name	Sub-category	Details
01.	Certificates	Certificates	<p>GST Registration certificate.</p> <p>Current Challan for depositing GST & latest return files.</p> <p>Copy of IT return for last three financial years, PAN Card, as applicable.</p> <p>Documents in support of credential: Copy of orders & Delivery Certificate</p> <p>Performance as agency for executing kind of job related to engagement of contract workers for 2 years (from 01.04.2015) and details of work in hand.</p> <p>Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, wherever applicable</p>
02.	Company Detail(s)	Company Certificate	Trade License/ Certificate as per applicable for organization.
03.	Credentials	Credential	<p>a) Performance as agency for executing kind of job related to engagement of contract workers for 2 years (from 01.04.2015) and details of work in hand.</p> <p>b) Documents of Credential (in the form of work completion certificates and payment certificates) of executing the job related to engagement of contract workers.</p>

1. Registration of Contractor/ Agency:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled &

04.	Cost of technical and financial bid document & Earnest Money	Cost of technical and financial bid document	Scanned copy of Bank Draft / Bankers Cheque drawn in favor of the “West Bengal State Electricity Distribution Company Ltd.” . Payable at Malda.
		Earnest Money	

registered with the Government e-Procurement system, through logging on to <https://wbtennders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature Certificate (DSC):

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Guideline to Bidder DSC is given as a USB e-Token.

3. The agency can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

4.1.1 Statutory Cover File Containing:

a) Bank Draft / Bankers Cheque towards cost of technical and financial bid documents as prescribed in the NIT, against each serial of work of any Scheduled Bank in favor of **“West Bengal State Electricity Distribution Company Limited” payable at Malda.**

b) Bank Draft / Bankers Cheque towards earnest money (EMD) as prescribed in the NIT against each of the serial of work of any Scheduled Bank in favor of **“West Bengal State Electricity Distribution Company Limited” payable at Malda.**

4.1.2 Non Statutory / Technical Document Cover file Containing:

- GST Registration certificate.
- Current Challan for depositing GST & latest return files.
- Copy of IT return for last three financial years, PAN Card, as applicable.
- Documents in support of credential: Copy of orders & Delivery Certificate
- Performance certificate as agency for executing kind of job related to engagement

of contract workers for 2 years (from 01.04.2015) and details of work in hand.

- Copy of ECR challan i. r.o deposition PF and ESI for the month of January'2020.
- Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, wherever applicable

NOTE: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

NOTE: THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:

Click the check boxes beside the necessary documents in the My Document list and then click the tab **“Submit Non Statutory Documents”** to send the selected documents to Non-Statutory folder. Next Click the tab **“Click to Encrypt and upload”** and then click the **“Technical”** Folder to upload the Technical Documents.

4.1.3 Opening of Technical proposal:

Technical proposals will be opened by the Regional Manager, WBSEDCL, Malda Regional Office, 1st floor, Netaji Commercial Estate, Rathbari, Malda and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- ❖ Intending tenderers may remain present if they so desire.
- ❖ Cover (folder) for Statutory Documents will be opened first and if 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.
- ❖ Summary list of technically qualified tenderers will be uploaded online.
- ❖ Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

4.2. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

5. Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

6. Rejection of Bid:

The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the Award of Contract

without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action.

- Page | 8
7. **Award of Contract:**
The bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter / Letter of Acceptance. The notification of award will constitute the formation of the contract.
8. The agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including NIT and BOQ will be part of the documents. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

SECTION – B

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORKS

1. The intending bidder(s) required to quote the rate in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute excluding service tax. **The estimated cost is exclusive of Service Tax.** Relevant Service Tax as applicable for the work will be paid to the appropriate authority / agency as per prevailing rates and rules in force.
2. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
3. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
4. Earnest Money as per NIT should be submitted with the tender in the form of Bank Draft / Bankers Cheque / Pay Order issued from any Scheduled Bank in favor of the **“West Bengal State Electricity Distribution Company Limited”** payable at Malda.
5. **Security Money:**
The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of job.
6. **Definition of terms:**
In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding

Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such maintenances and services i.r.o IB, WBSEDCL.

The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its head office at Vidyut Bhawan, Block- DJ, Sector-II, Kolkata-700091.

- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall Include the contractor's executor's administrators, successor and permitted assignees.
- The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head.
'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are Understood to be a function of company
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of issuance of the order with effect from 1st August 2020 to 31st July 2021.

7. Scope of work:

- i) **Details of basic monthly financial involvement i.r.o wage payment, Bonus, PF, ESI and administrative & general cost w.e.f 01/08/2020 to 31/07/2021:**

Manpower to be engaged	category	Monthly minimum rates of wages as on 01/01/2020 considering weekly off day 7 NH under Zone-B (Fixed base rate for the period 01/04/2020 to 30/06/2021)	
Supervisor-1	Highly Skilled	Rs. 9725/-	Rate of minimum wages including deposition of PF, ESI & bonus shall be disbursed at the enhanced rate as per notification of Labour Department, Govt. of West Bengal issued time to time which shall be applicable for the period from 01/07/2020 to 31/03/2021.
Cook-1	Skilled	Rs. 8840/-	
Assistant Cook-1	Semi Skilled	Rs.8035/-	
Sr. Attendant-1	Semi Skilled	Rs.8035/-	
Attendant-1	Unskilled-1	Rs. 7307/-	
Sweeper cum Mali-1	Unskilled-1	Rs. 7307/-	
	Total wages	Rs. 49249/- "A"	
	Bonus @ 8.33% on "A"	Rs. 4102/-	
	PF @ 13 % on "A"	Rs. 6402/-	
	ESI/Mediclaim @ 3.25 % on "A"	Rs. 1600/-	
	Administrative & General Cost	Rs. 8000/-	Monthly bill may be claimed without production of vouchers.

Regd. Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700 091.

CIN:U40109WB2007SGC113473, www.wbsedcl.in

	Grand Total	Rs. 69353/- "B"	
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ii) Segregation of administrative and general cost for monthly maintenance:

Sl. No.	Description of Work	Maximum Per month (Rs)
1.	Gardening including proper floriculture in all the seasons with different reputed flowers	1000/-
2.	Cleaning	1500/-
3.	Washing	2000/-
4.	Phenyle, Naphthalene, Odonil, Room Refreshers, Mosquito re-filling etc	1000/-
5.	Tit-bit maintenance of all electrical, sanitary & carpenter works and etc.	1500/-
6.	Misc.	1000/-
Total		8000.00

iii) Cost of uniforms: Cost of uniform shall be reimbursed once in a year subject to production of bill/ vouchers. The agency shall ensure for wearing of uniform while performing duty be each and every worker deployed for providing services i.r.o IB, Malda.

Sl No	Personnel	Uniforms to be supplied	Yearly Cost (RS)
1	Supervisor	2 set of shirt (light blue) & pant (black), one pair black shoe & one sweater . (for each)	1000.00
1.	Cook		1000.00
2.	Asstt. Cook		1000.00
3.	Sr. Attendant		2000.00
3.	Attendant (1 No.) Rs:- 1000.00 per Attendant		
4.	Sweeper cum Mali		1000.00

Total :-

RS:-6000.00

iv) **Rate chart for the charging of catering services:**

<u>SI No</u>	Description of items	Unit	<u>Rate in vogue at other LB. of WBSEDCL local market</u>
1.	Tea of good quality	Per CUP	4.00
2.	Coffee (Nescafe)	do	8.00
3.	Omelette (single)	Per plate	8.00
4.	Do (double)	do	16.00
5.	Boiled Egg	2 Nos.	10.00
6.	Pokora (piaji)	Per plate	20.00
7.	Biscuit (Britania ,Marrie/ Good day/ Creamcracer	Per pc	2.00
8.	Sliced Bread at least 4 Nos per plate with Amul Butter / spredit Marjarin / jam / Jelly	Per plate	8.00
9.	Big Size Banana of good Quality	Per pc	5.00
10.	Sweets (big size) good quality	Per pc	7.00

11.	Parota with sabjee	Per plate 4	20.00
12.	Standard vegetarian meal with rice (except masuri / Jhinga dal, kalam / Tulai panji , chapatti) and, bhaji ,salad and veg curry	Per plate	35.00
13.	Standard non vegetarian meal with rice (except masuri / Jhinga dal / chapatti) with sabji, dal , bhaji, salad and veg. carry i) with egg curry (2 Nos) ii) with fish curry (2 Nos) (Ruhi, Katla etc) iii) with mutton curry (weighting not less than 150 grams without potato) iv) with chicken curry (weighting not less than 150 grams without potato)	Per plate do do do	40.00 45.00 60.00 100.00 60.00
14.	Special Dish i) Fine rice (like Tulai panji, Basmati / Dehradun veg. fried rice. ii) Moog Dal with fish head. iii) 2 pc fish fry or I plate potato fry / chips. iv) Mutton / chicken curry (weighting not less than 150 grams with out potato) v) chatni / salad vi) one plate curd (not less than 100 grams) vii) 2pc sweet (Rasgulla/Rasmalai/Malai curry/Kansat/ Kalakand/ Chittaranjan big size	Per plate	120.00

15.	Cold drinks (thumbs up/Limca/Sprite/7up)		As per market rate
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8. Specification of work:

Daily routine work to be carried out by the agency's personnel for day to day maintenance of the company's LB. at Nimasarai P.O. Kotwali Dist. Malda.

SI No	Description of work	To be done
1.	Sweeping, cleaning, washing of floor, including stairs & stair cases, with thyzole zim (manufactured by Bonaj) to be supplied by the Party.	Daily, 8 Nos Bed Rooms 1 No Kitchen & Dining & open
2.	Sweeping of the courtyard ,paths inside the garden	do
3.	Sweeping cleaning of latrine, Bathrooms, urinals & basins with phenyls (Doctors Brand) to be supplied by the party.	8 Nos Bath Rooms, urinals & Basins including dining Space & Kitchen.
4.	Sweeping cleaning of surface of the drains with naphthaline (doctor brand) to be supplied by the party and occasionally with bleaching powder to be Supplied by the party.	do
5.	Sweeping. cleaning of cobwebs on the roof and Sidewalls.	Daily
6.	Cleaning of doors, windows chattries on khats , table, chairs, mirrors, almirah with duster.	daily
7.	Washing of curtains on doors & windows.	daily
8.	Washing, cleaning of bed cover ,pillows cover ,bed sheets. In case the boarder stays for more than three days at a stretch, the bed sheet, bed cover, pillow cover is to be changed on the third day and the used one to be sent for Washing and cleaning.	Weekly
9.	Gardening and watering of plants.	daily
10.		24 Hours.

	Arrangement for attendant & guarding at the cost of the contractors.	
11.	Maintenance of stock Register of articles.	Regularly.
12.	Replacement of Tube / Bulb (Tubes and Bulbs will be supplied by the controlling officer & a register to be maintained for replacement & stock)	As and when required,
13.	Maintenance of records of visitors and collection of charges from the visitors and depositing the same to the	Daily
14.	Repair / replacement of fittings / plumbing works and electrical installations. The materials will be supplied by the company, after proper inspection and with proper approval of the competent authority. But the labour charges will have to be borne by the contractor. In case, it is found that the damage is willful, the total cost including the cost of materials is to be borne by the Contractor.	As and when required.
15.	Supply of lunch, dinner ,breakfast / tiffin to the Visitors.	daily
16.	Maintenance of attendance register of the workers engaged by the contractors a copy of which will have to be placed to the A.M (HR&A), Malda Regional Office	Monthly
17.	Maintenance of Acquaintance Roll and intimation to the A.M (HR&A), Malda Regional Office for arranging witness of payment.	Monthly

14. Manner of Execution of Contract:

The successful bidder has to submit acceptance of the LOI / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure – 2**) at his expenses on a non judicial stamp paper of Rs.100/- with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Malda Regional Office, WBSEDCL, 1st floor, Netaji commercial estate, Rathbari, Malda-732101 and the same has to be signed by both parties within 30 (thirty) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before

signing of the agreement.

15. General Requirement:

- 15.1 Company's prescribed Register for visitors / occupiers is to be maintained including collection of prescribed Rent from them and the details of amount collected during the preceding week is to be deposited to the cash section of Malda Regional Office. WBSedCL.
- 15.2 Company's properties are to be kept safely and in case of any willful damage / theft cost will be realized from the agency. A list of properties like Fan, Air cooler, Chair, Table, Mirror, Basins, Almirah, Tube light, Basin, Refrigerator, Utensils, Khat, Mosquito, liquidator, machines, etc should always be kept ready for verification by the controlling or his authorized representative. The controlling officer will arrange replacement / repair for above items if necessary.
- 15.3 Consumable like floor cleaner, phenyls soap / liquid soap, duster / cotton jute, liquidator will be supplied by the party/ contractor on production of original vouchers subject to max ceiling.
- 15.4 The company's I.B. should be deployed manpower for round the clock duty so that the visitors/ guests can get at least one man on call at any moment of their necessity.
- 15.5 Guarding is to be maintained properly and necessary arrangement is to be done by the party as per scope of work and specification of work as mentioned above.
- 15.6 A suggestion cum complaint Register should be maintained which should be brought to the notice of the controlling officer fortnightly for verification towards improvement of services if required.
- 15.7 Service, cleanliness and rendering satisfaction to the visitors is the essence of this contract.
- 15.8 The charges of catering services will be borne by the visitors and at arrangement for collection of the same will have to be made by the contractor. The company will not be liable for any discrepancy related to catering service.

The following are the works to be executed during the contract period of one year from the date of signing of agreement.

15.9 The Contractor shall be responsible for:

- a) Keeping the floors, toilets (including the common toilets), etc., in a neat and tidy condition at all times of the day.
- b) Undertaking special cleaning as and when required on the eve of special occasions.
- c) Removing of cobwebs, cleaning of interior and exterior walls, roof top, cleaning of doors and windows, vacuum cleaning of carpets and mopping of floors as and when required but not less than once a week for interior items and roof tops and once in 3 months for exterior walls or whenever directed.
- d) Cleaning including scrubbing, sweeping, mopping and dusting in all rooms, all interior portions including toilets, bathrooms using standard chemicals/detergents! sanitary items/phenyl etc., using scrubber, etc., of his own.
- e) Beds to be made daily.
- f) Proper up-keeping of all furniture and equipment in the guest house.
- g) Cleaning of overhead tanks once every quarter in the Guest house.

15.10 The Contractor will ensure proper maintenance of all linen items in the Guest House as follows:

- a) Bed sheets, Bed cover, Pillow covers and Blanket covers to be changed once in two days during occupation of guest.
- b) Bath towels and Hand towels to be changed daily during occupation of guest.
- c) Fresh linen and towels to be provided when a new occupant occupies the room.

Page | 17

15.11 The Contractor shall ensure that the rooms are cleaned and freshened usually in the absence of the occupants/guests, under the supervision of the housekeeping supervisor. The workmen attending to the job should, therefore, have the highest standard of honesty and integrity.

15.12 The housekeeping workmen shall help the occupants/guests in taking baggage to the rooms and removing it from their rooms while checking out.

15.13 When an occupant of the room desires to check out, the Contractor/ housekeeping supervisor will have to do a discrete room inventory to ensure that no items are missing and in case any item is missing, he has to report to the Caretaker / WBSEDCL authority-in-charge/ authorized representative, immediately.

15.14 The Contractor shall inspect, as a part of the housekeeping and maintenance work, the water supply points, plumbing installations, toilets, electrical light and fan points, tower bolts, locks and keys of the wooden cupboard of the room as also room air conditioners, battery to the wall clock and in the remote control of the TV sets in the Guest House etc., and bring to the notice of the Caretaker / Company's in-charge /authorized representative in the event of any major defects/damages so that the same could be attended to immediately.

15.15 The Contractor / housekeeping supervisor shall ensure that the keys are collected back when an occupant leaves the room and also to check all the electrical switches are put off like Air Conditioners, Geysers, etc.

15.16 The Contractor shall ensure that pest control in all rooms, dining hall, kitchen (once in a week) is done once in 15 days.

15.17 The Contractor shall ensure that toilet papers, soap, Odonil packets, Naphthalene balls, are available in every room at all times.

15.18 The Contractor shall provide mosquito repellent machines with one piece of mosquito mat or liquid ALLOUT in all the rooms of guesthouse.

15.19 The Contractor shall use room fresheners on special occasion for VIP rooms of Guest House Television lounge & recreation room as per requirements.

15.20 The Contractor shall arrange for a laundry service for the guests/visitors, if required.

15.21 The Contractor shall replace brown papers in the cupboards, drawers of the dressing table and the bedside table periodically.

15.22 The Contractor shall ensure that there is, a good ventilation by keeping the doors and windows of the rooms open every day for 30-60 minutes (whether the room is occupied or not) to prevent accumulation of bad odors and suffocation.

15.23 The Contractor shall have to use the detergents/cleaning powder/ chemicals/sanitary items/

bath soap/toilet paper etc, as per the instructions given to him from time to time.

15.24 The Housekeeping supervisor engaged by the Contractor should be professionally/ technically qualified. The Contractor shall furnish the details of their qualifications, name, Mobile No. etc. soon after they are engaged.

Page | 18 15.25 The house keeping supervisor of the Contractor should be available in the Guest house for ensuring proper supervision of maintenance and housekeeping services.

15.26 The Company's Officer-in-charge of Guest House reserves the right to ask the Contractor to remove and replace any of the workers for their failure to 'give quality service and the Contractor shall be bound to replace the staff concerned within a week from the date of such communication.

15.27 The Contractor shall not allot any of the rooms of the guesthouse without the prior approval of the competent authority. In case if the Contractor or any of his workers are found to be occupying any of the rooms in the Guest House, the Contractor is liable to pay a penalty and the bill would be proportionately restricted.

15.28 All the staff employed by the Contractor should be in proper uniform while on duty. The Contractor should supply the uniform with colour specifications and pattern approved by Company's In-Charge, to the worker. It should be noted by the Contractor that in case any of the workers employed by the Contractor are found to be on duty without the uniform, a Penalty will be imposed.

15.29 The Contractor shall provide flower arrangements and big fruit bowls in the VVIP suites and small fruit bowls in suites during the visit of VIP's to the guest house. The bowls will be that of the Contractor and the cost of providing the fruits will be paid along with the bill of the Contractor.

15.30 It is to be noted that used soap water/chemicals should not be thrown in the nearby green Areas as it is harmful for growth of trees/bushes etc.

15.31 The Company will provide bed linen and bath towels to the Contractor. The Contractor shall be responsible for the safety & security of all the items of furniture and fixtures, equipment, locks, buckets, mugs etc. The Contractor shall have to hand over all the items provided to him, as indicated elsewhere, to the Company at the time of termination of the contract.

15.32 The Housekeeping supervisor appointed by the Contractor should be present during any Repair/maintenance job carried out in the guesthouse rooms.

15.33 The Contractor should ensure safety of the belongings of the inmates in the Guest House however, in case of any untoward incidents like theft or loss of any belongings / cash that takes place from the occupant's room due to negligence on the part of the workers employed by the Contractor, the Contractor would be liable for compensating the loss.

15.34 The cook should be available in guest house and even if one guest is available also they should cook for him, if necessary, as per the rates fixed by the Company.

15.35 The Contractor shall provide service for maintenance of all electrical, sanitary & plumbing, carpentry and gardening. Cost of major materials if required is to be reimbursed as per Certification of Supervising Officer.

- 15.36 The quality of the ingredients used in the preparation of food and beverages shall be of high order and subject to inspection/testing/approval of the Company's In-charge. The quality of the food shall be high standard and the contractor shall not provide any inferior quality to cause damage to the taste and quality of the food or cause food poisoning. In such event, WBSEDCL shall have absolute right to reject all such food stuff and/or terminate the contract by giving a prior notice of 7days and reserve the right to claim damages for loss arising thereof.
- 15.37 The Company shall have full right and liberty to refuse or accept the service of any item in the food/beverage without any notice but giving reason for such refusal.
- 15.38 The contractor shall have to, bear the total cost of any loss or damage of any articles belonging to the Company's I.B. on demand, and maintains a stock register of the articles as above at his own arrangement and cost.
- 15.39 The catering service as above shall include cooking, serving of tea breakfast lunch, tiffin, coffee, snacks, dinner etc. to the Visitors daily, as per Schedule marked for which the required crockery, cutlery & utensils required for preparation and serving of breakfast & meals will be provided by the Company. **Contractor will have to replace the materials of same quality/make in case of breakage/loss/theft. Fresh supply of articles, either additionally or in replacement due to normal wear and tear, shall however be made at Company's cost on proper justification.**
- 15.40 The contractor' will arrange for washing, Ironing & pressing of bed linen, Pillow covers, Towels, Napkins, Curtain cloth etc as and when changed / required.
- 15.41 The Contractor shall have to deposit the charges as collected to the Manager (F&A), Malda Regional Office, with detail Statement and I.B. Register, duly authorized by Officer-in-Charge of the Bungalow failing which the monthly Bill will not be released.
For this purpose, the Contractor shall have to engage an educated Supervisor to prepare the statement as per following format in line with rate fixed by the WBSEDCL's authority.

Sl. No.	Name & Designation of the Officer/ Visitor	Duration of stay	Rate/day (Rs)	Amount Rs.
Date:				
Signature of the Contractor/his Authorized representative				

- 15.42 Monthly payment of Maintenance and Catering Service will be made by A/C Payee Cheque by the Manager (F&A), Malda Regional Office, WBSEDCL against monthly bill, duly certified by the Officer-in-Charge of the Bungalow and on deposition of collected I.B. charges from visitors.
- 15.43 For maintaining the services effectively and satisfactorily the following personnel shall have to be deployed by the Contractor:-

Personnel to be deployed	Category	Nos.
Supervisor	Highly Skilled	1
Cook	Skilled	1
Asst. Cook	Semi Skilled	1
Sr. Attendant	Semi Skilled	1
Attendant	Un-skilled	1
Sweeper cum Mali	Un-skilled	1

- 15.44 As per Labour Act, under aged personnel should not be engaged for rendering the maintenance and catering service at Malda Guest House/ I.B. the violation of the same may attract penal action from Labour Dept. Govt. of W.B.
- 15.45 The visitors will pay the Cost of food etc. and arrangement for collection of the same is to be borne by the Contractor against proper Cash Memo.
- 15.46 Wages of the workmen shall have to be disbursed as per minimum wages act revised from time to time published by the Labour Department, Government of West Bengal and necessary wages Register for this purpose shall have to be maintained by the Contractor. Payment of wages to the workmen engaged by you should be made in presence of authorized representative as may be specified by the controlling officer of the I.B. who shall in turn duly authenticate and signed the Payment Register. The wages of the personnel deployed will be enhanced & paid as per notification of Labour Deptt., Govt. of W.B. as being published from time to time Wages of Payment should be disbursed through Bank account of the worker latest by 7th of every month.
- 15.47 The successful Contractor shall be liable to make payment of compensation to workmen engaged for this job as per provision of the workmen's compensation Act.-1923 in case of arising out of any injury while on duty.
- 15.48 The successful bidder shall have to comply the provisions of Employees' Provident Fund Act and liable for deduction of Provident Fund Contribution of their workmen & deposit the same with the P.F. Authorities and also to be complied with all provisions under ESI Act 1948.
- 15.49 The successful Contractor shall ensure that all catering arrangement is prepared from the Guest House premises.
- 15.50 The successful Contractor shall not indulge in any improper activities or the workmen engaged at Guest House, which are not directly or indirectly related with contract job.
- 15.51 All liability arising out of dispute of workmen or accident or any other incident whatsoever shall rest up on the contractor. The Company will not bear any liability in case of occurrence of any such events.
- 15.52 In the event of unsatisfactory performance Or breach of terms & condition by the successful Contractor the contract will terminated by serving one-mouth's notice.

15.53 The foodstuff must consist of fine quality of rice, fresh quality of fish, meat & vegetables.

Preparation of foodstuff should be made from groundnut oil/sunflower oil/mustard oil of good quality and with branded spices.

The authority is not bound to accept the lowest tender and reserves the right to accept or reject any or all-tender without assigning any reason whatsoever.

15.1. Pre-visit of work site: Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.

15.2. Cost of Bidding: The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15.3. Correctness and sufficiency of rates quoted in the tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all services and things necessary for the proper completion and maintenance of the works.

15.4. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Supervising Office** of the works or his representatives.

15.5. Removal of persons employed at site: The Controlling Officer / Supervising Officer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Supervising Officer.

15.6. Workmen's compensation for accident or injury to any workmen: The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

16. Labor License:

Contractor will have to obtain Labor License in respect of the above work as per Contract Labor (Regulation & Abolition) Act, 1970 as early as possible.

17. Compliance of Labor Laws:

The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as **Annexure – 1**) after placement of Letter of Intent / Order.

18. Terms of Payment:

The monthly bill shall be released after satisfactory services observed as per contract and fulfillment of all contractual obligations by the contractor within 30 days of receiving of bill.

The Manager (F&A), Malda Regional Office will be the paying authority of the work.

19. Company's Right to Terminate Contract:

29.1 If the contractor fails to start the work from the date of issue of Letter of Intent / Work Order, WBSEDCL shall have the right to cancel the Letter of Intent/Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.

20. Force Majeure:

The contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as act of God, act of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.

The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

21. Sub-letting of Contract:

The Contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than of raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility of the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.

22. Supervising Officer's Decision:

Controlling Officer's decision is final in all respect of all matters which are left to the decision of the Controlling Officer including the granting of with-holding or certificates. If in the opinion of Contractor, a decision made by Controlling Officer is not in accordance with the meaning and intent of the contract, the Contractor may file an objection with the Controlling Officer within 7 (seven) days after receipt of the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Controlling Officer's decision and the decision shall become final and binding.

23. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's

materials while in their custody and until the same was taken over by the company. Until the completed work is taken over by the Company, the Contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from negligence of the Contractor or his workman or sub-contractor or for defective workmanship etc. exclusively in the contract

24. Completion of Work:

Completion of work means completion of the work in totality and acceptance / takeover of the same by the company. Partial or phase wise completion will have no bearing towards consideration of guarantee/defect liability period.

25. Safety Rules:

All sorts of safety rules and regulation of the WBSEDCL shall be strictly complied with by the deployed agency.

26. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner/ Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for the compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection of the employer and WBSEDCL. Notwithstanding the above clause there is nothing in those of exempt the bidder from the operation of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

27. Reporting of Accident:

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid station along with the 'Injure on Work' form as per appropriate Performa, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

Serious Injuries: In case of serious injuries, the following procedure shall be adopted by the contractor.

- To provide first aid at his own First Aid Station.

- To take the injured person to the hospital along with the 'Injured on Work' form duly filled in.
- To report the accident to WBSEDCL.

Fatal Accident: Fatal accident must be reported immediately to WBSEDCL as well as to Police.

Penalty: Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract. Adequate arrangement for proper lighting & guarding shall be made at the work site.

28. Miscellaneous:

- 28.1.** The Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 28.2.** It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- 28.3.** Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp
Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of.....
I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firm After having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Workmen Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTURE WITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum

assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.

5. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
8. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the obligee or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

Witness:

.....
Deponent

- 1.....
- 2.....

PROFORMA OF AGREEMENT
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp
Paper)

Page | 28

ARTICLES OF AGREEMENT made thisDate ofin the year..... between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ. Sector-II, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART AND.....herein after referred to as ‘CONTRACTOR’ (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART. WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date (Annexed hereto) for (Name of the work).....AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no..... dt..... which was opened on The tender offer shall be in the custody of the WBSEDCL at present. AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (Annexed hereto) NOW THEREFORE, the WBSEDCL and the Contractor agree as follows:
The contractor agrees to undertake the work of as per Order No..... dt..... referred to above. The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.
Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as above.

.....
Contractor	WBSEDCL
<u>Witness:</u>	<u>Witness:</u>
1.....	1.....
2.....	2.....

PROFORMA OF SERVICE TAX DECLARATION

I / We hereby declare that,
Our firm is Small Service Provider in terms of the *Finance Act 1996* & we need to be registered with the
Superintendent of Central Excise under Service Tax Permission

.....
Sign / Seal of the FIRM

Declaration of the bidder

Prior to submission of my/our tender for the subject work, I/we have inspected the site of the said work, made myself/ourselves fully acquainted with the nature of work local conditions all other factors which may effect/influence my/ our tender. I/we have also carefully gone through the tender conditions & specifications of work and the following document-

- a) All sorts of scope of work to be carried out i.r.o maintenance and services of IB, Malda located at Nimasarai, Malda.
- b) General conditions of contract and standard specification towards maintenance of Guest House of WBSEDCL.
- c) Special terms & conditions of contract of this work, if any.

My/our tender is submitted taking into consideration all the factors which may effect/influence the work and if the same is accepted by the Company, I/we shall follow all conditions of the tender & other documents and complete the work true to the specification, scope of work stipulated in the aforesaid work of the Company.

My/our tender will remain valid for 180 (One hundred eighty) days from the date of its opening subject to extension of validity as per mutual consent of both the parties.

(Bidders Signature & Name with Seal)

EXPERIENCE PROFILE

Name of the Firm:

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST TWO YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 50% OF THE ESTIMATED VALUE PUT TO TENDER

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Work Order Date	Date of completion of work as per work order	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

(Bidders Signature & Name with Seal)

SAMPLE FORMAT FOR SELF DECLARATION

I, Sri.....,S/o Sri....., aged.....

Years, Residing at....., Proprietor/Partner/Director of

....., do hereby solemnly affirm and declare in connection with

“(NAME OF THE WORK)” as follows:

- 1) That I, the undersigned, do certify that all the information furnished & statements made along with the bid documents are true and correct to the best of my knowledge and belief.
- 2) Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, authority’s decision will be final and binding.
- 3) The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

(Bidders Signature & Name with Seal)

Place:
Date:

Format of Letter of Bid
LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF
NIC)

Page | 33
To
The Tender Committee

Sub: Letter of Bid for the work
.....
..... Ref: 1. NIT
No:.....Dated:.....
....

Dear Sir,
We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT 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 the terms and conditions of the NIT document unconditionally.

Signature of the tenderer