



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Project Office: Jaldhaka Hydel Project

Village: Paren

P.O. – Jaldhaka Hydel Project

Kalimpong, PIN-734503

E-Mail : pm.jhp@wbasedcl.in

NleT No: WBSEDCL/PM/JHP/HR /2026-27/ 18

Date: 31.07.2026

Notice Inviting e-Tender

e-Tender (Submission of bid through online) on percentage basis are invited from the bona-fide, resourceful and experienced GST registered Vendors of WBSEDCL/WBSETCL/PWD/other Government Organizations/ Government Undertaking etc. having requisite credentials for the following works.

- A) **Name of the Work:** “Biannual Contract for Running/ Operation, Supervision & Maintenance of Canteen & Catering Services including supply and delivery of foodstuff at our subsidized rate to the employees attached to Stage-II Power House , Jaldhaka Hydel Project, WBSEDCL, Dist: Kalimpong, PIN 734503 West Bengal”
- B) **Period of the Work:** 24 Months
- C) **Estimated Amount:** Rs. Rs. 20,02,450.87 (Excluding of GST)
- D) **Earnest Money Deposit:** Rs. 40,050.00
1. Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. For downloading of Tender Documents, Bidding, e-Tendering Process, Tender Fee, Earnest Money Deposit & Refund please refer the “Instruction to Bidder” document. All details are given there. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level of WBSEDCL.
 2. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.
 3. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtenders.gov.in> and should be submitted online on or before as per the ‘Date & Time Schedule’ stated in **Sl. No. 9**.

4. ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:

All categories of intending Bidders who have satisfactorily completed at least one work of similar nature under the authority of State/Central Government, State/Central Government Undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 50% of the estimated cost of the 1st year of this NleT i.e. Rs 9, 79,618.23 in a single contract in last 05 (Five) years. Completion Certificate indicating Estimated Amount, Value of Work-done, Date of Completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive

Registered Office : “VidyutBhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Telephones : 033 2359 1930 to 1940, Fax : 033 2359 1954

CIN: U40109WB2007SGC113473, Web: www.wbasedcl.in

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Engineer/District Engineer I Divisional Engineer or equivalent rank and above will be treated as valid credential.

- 4.1. The prospective Bidders shall have to submit valid copies of up to date documents as listed below: [Non-statutory Documents]
 - 4.1.1. Valid Food License
 - 4.1.2. Valid Trade License
 - 4.1.3. Updated P Tax Challan & Certificate
 - 4.1.4. Valid PAN Card
 - 4.1.5. Valid EPF Registration
 - 4.1.6. Valid ESI Registration (for execution of works in ESI coverage area)
 - 4.1.7. Valid GST Registration
 - 4.1.8. GSTR3B Return for last three FYs 2022-23 , 2023-24 . & 2024-25
 - 4.1.9. Income Tax(IT) Return for last three FYs 2022-23 , 2023-24 . & 2024-25
- 4.2. Neither the prospective Bidder nor any of the constituent partners had been barred to participate in any Tender by any Government Department/Semi-Govt./Govt. Undertakings/Enterprise etc during the last 05 (Five) years prior to the date of this NleT. Such debarring will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders. [Non-statutory Documents]
- 4.3. The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders. [Non-statutory Documents]
- 4.4. No Conditional/Incomplete Tender will be accepted under any circumstances.
5. The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. List of Technically Qualified Bidders will be uploaded in the website.
6. No mobilization advance and secured advance will be allowed.
7. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If found to have applied severally for a single work, all his offers will be rejected for that work.
8. Bid shall remain valid for a period not less than 180 (One Hundred & Eighty) days from the date of opening of Financial Bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

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9. **Date and Time Schedule:**

Sl.	Particulars	Date & Time
01.	Date of uploading of NleT & Other Documents (Online) (Publishing Date)	06.08.2026 at 12:00 Hrs.
02.	Documents Download/Sell Start Date (Online)	06.08.2026 at 12:00 Hrs.
03.	Bid Submission Start Date (Online)	06.08.2026 at 12:00 Hrs.
04.	Documents Download End Date.	27.08.2026 at 12:00 Hrs.
05.	Bid Submission Closing Date (Online)	27.08.2026 at 17:00 Hrs.
06.	Technical Bid Opening Date (Online)	01.09.2026 at 12:00 Hrs.
07.	Financial Bid Opening Date (Online)	To be intimated later.

10. The Bidder at the Bidder's 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 the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.
11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.
13. Exemption from deposition of earnest money (EMD) shall not be allowed under any circumstances.
14. The intending Bidders are required to quote the rate online.
15. The Canvassing in connection with tender submitted is strictly prohibited.
16. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is found to be incorrect / manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.
17. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond in the prescribed format before commencement of the work.



18. The WBSEDCL does not bind itself to accept the lowest (L1) bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.
19. The WBSEDCL reserves the right to cancel the NleT due to unavoidable circumstances and no claim in this respect will be entertained.
20. Any other details may be had from the Assistant Manager (HR&A), JHP, WBSEDCL. Contact No: 8900794028.

S Banik
31-07-26

(S Banik)

Project Manager
Jaldhaka Hydel Project, WBSEDCL

INSTRUCTION TO BIDDERS (ITB)

1. **Availability of Tender Documents:** Intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
2. **Eligibility criteria:** As per NIT.
3. **General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.
 - i. Registration/Enrolment of bidder on e-tendering portal of NIC: In order to submit the bid, the bidders have to get themselves registered online on the e-tendering portal of NIC with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online registration of the bidder shall be one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
 - ii. The bidder shall have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT including general and special terms and conditions and other conditions, indignity Pact etc. if any, along-with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed / accepted. This user portal agreement will be part of NIT/Contract document.
 - iii. Digital Signature Certificate (DSC): Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
 - iv. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. **Submission of Tenders:**
 - i. General process of submission – Tenders are to be submitted online through the website <http://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 Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The 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.



- ii. The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.
- iii. 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.
- iv. **Technical proposal:** Technical proposal should contain scanned copies of the following in two covers (folders) viz Statutory cover and non-statutory cover
 - a) **Statutory Cover** Containing three covers (folders) - (i) NIT (ii) Draft & (iii) Annexures / forms.
 - i. **NIT folder** containing Downloaded and uploaded copies (Digitally Signed) of the following: -
 - NIT.
 - Additional terms and conditions, special conditions of contract if any.
 - ii. **EMD folder:** - Containing proof of online submission of Earnest money Deposit (EMD).
 - iii. **Annexure/Forms Folder** containing
 - Undertaking by the bidder (Annexure-I).
 - Letter of Bid for the work (Annexure-II).
 - Declaration by the tenderer (Annexure-III).
 - Declaration of De-barring/ Black Listing / Holiday Listing (Annexure-IV).
 - b) **Non statutory cover containing**
 - i. GST certificate.
 - ii. Valid PAN Card
 - iii. Trade License / partnership deed / incorporation certificate/society registration. Valid.
 - iv. Document for work experience of similar nature of work satisfying Technical & Financial Criteria.
 - v. Authorization Certification of M/s GE T&D for supply, delivery, manufacturing, commissioning of GE T&D Relays
 - vi. Registration Certificate under Company Act (If any).
 - vii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
 - viii. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. **Financial Proposal:** It contains Bill of Quantities (BOQ). The rate is to be quoted in the BOQ on “percentage basis” in the space marked for quoting rate (either excess, less or at par i.e., 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.
- vi **Note:** - Failure of submission of any of the above-mentioned documents (as stated in A and B) will render the tender liable to summarily rejected for both statutory & non statutory cover.

**Earnest Money Deposit (EMD):**

- a. **Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.**
- b. A bidder desirous of taking part in a tender shall login to the e-procurement portal of Government of West Bengal <http://wbttenders.gov.in> using his login Id and password.
- c. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD through online mode.
 - i. Net banking through Payment Gateway.
 - ii. **RTGS/NEFT Payment:** On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS / NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.
- d. **General Instructions for Online Payment:**
 - The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
 - Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
 - In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- e. **Refund/ Settlement of EMD Amount:**
 - For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - For successful bid(s), EMD will be kept as part of Security Deposit and will be refunded after successful completion of Defect Liability Period and certified as such by the controlling officer to the work upon written request by the contractor.
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.



- For any queries related to payments and refunds, bidders will have to communicate with **ICICI Customer Support, viz, 033_40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.**
- Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

6. **Evaluation of tender:**

a. **Opening of Technical Proposal.**

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Intending bidders may remain present if they so desire.
- iii. 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.
- iv. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

b. **Techno-commercial Evaluation of Tender;**

- i. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.
- ii. The summary list of bidders, whose bids will be found technically responsive, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.

c. **Financial Proposal:**

- i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remain present at that time.
- iii. After opening of the financial proposal, the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- iv. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- v. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority
- vi. **Acceptance of Tender:** Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

8. **Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.



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9. **Holiday Listing and Vendor Rating:** Holiday Listing & Vendor Rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

10. Responsibility of Bidder:

- i. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- ii. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- iii. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- iv. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, and specifications in the bidding document.
- v. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.
- vi. **Cost of Bidding:** The bidder 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.
- vii. **Clarification of Bidding document:** Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Project Manager, JHP, WBSEDCL, Dist: Kalimpong before two days from the deadline of bid submission. The clarification given shall be final and binding on the part of bidder.

11. Bid Prices:

- i. The bidder shall quote their price in the prescribed format.
- ii. The quoted price should be firm. There will be no price variation during the dependency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- iii. Prices indicated in the schedule of prices deemed to include all the levies/ duties/ taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.
- iv. All corrections in the tender should be initialed by the tenderer before submission of the tender. All pages of the tender document must be signed with company's seal by



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the tenderer. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

12. Process to be confidential.

- i. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- ii. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

13. Evaluation and comparison of Bids:

- i. On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids, determined to be substantially responsive at each step.
- ii. The owner shall evaluate and compare only the bids determined to be substantially responsive evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Evaluation of bid will include and will take into account Cost of total Scope of Work excluding Taxes.
- iii. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

14. Laws governing contract: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

15. Language and measures: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

16. Corrupt or fraudulent practice: WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:

- i. **"Corrupt practice"** means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- ii. **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.

- iii. Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 - iv. Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 17. Insurance:** The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.
- 18. Penalty for suppression / distortion of facts.** If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.
- 19. Award of contract (AOC):**
- i. The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award/ Purchase order.
 - ii. The notification of award will constitute the formation of the Contract.
 - iii. The Agreement as prescribed format will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T., B.O.Q., S.O.W will be the part of the contract documents.
- 20. Right to reject bids:** WBSEDCL reserve the right to accept or reject any bid to and the bidding process and reject all the bids at any time prior to award of contract without **thereby** incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.
- 21. Taxes, duties and other levies:**
- i. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
 - ii. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL. GST will be paid extra as per prevailing rules.



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- 22. Additional Performance Security:** If the lowest bidder's bid is found to be within the range of -20% to -50% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 10% of the tendered amount and for the range of -50% to -80% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 20% of the tendered amount within 30 (Thirty) days from the date of issuance of P.O./ Order. The Additional Performance Security shall have validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.

*****END*****

General Conditions of Contract

1. Definition:

- 1.1. The Board/Purchaser/Owner/Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Head Office at Vidyut Bhawan, Block-DJ, Sector-II, Kolkata-700091.
- 1.2. The Controlling Officer: The Controlling Officer shall mean the Officer designated by the Company for the purpose of this contract. He/she may authorize any person of the office to supervise the job and also for verification of furniture, utensils and other materials of the Canteen. He/she is also to certify the bill and send the same to 'Paying Officer' for making payments.
- 1.3. The Contractor shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractors, executors, administrators, successors and permitted assignees.
- 1.4. Workmanship shall mean the method/manner in which the job whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- 1.5. The term services shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere. When the word "approved", "subject to approval", "as directed", "accepted", "permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of the Company.
- 1.6. "Month" shall mean calendar month.
- 1.7. The word "Site" shall mean the site of proposed work as detailed in the contract or any other place where the work is to be executed under the contract. "Week" shall mean seven consecutive calendar days
- 1.8. "Week" shall mean seven consecutive calendar days
- 1.9. "Day" shall mean a calendar day beginning & ending midnight

2. Earnest Money & Security Deposit:

- 2.1. The Earnest Money shall be forfeited in case
 - 2.1.1. If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
 - 2.1.2. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
 - 2.1.3. If the successful bidder fails to accept LOI/LOA unconditionally and sign contract.
- 2.2. The Earnest Money of the successful bidder shall be converted as security deposit @ 2.00% of the accepted rate and the balance amount if needed be deposited with the office to constitute 2.00% (Two Percent) of the accepted value of order within 7(seven) days of acceptance of order. 8% (Eight Percent) from consecutive bills will be retained to meet the 10% of the contractual value.

2.3 Refund of Security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this or any other contract on certification by the controlling officer of this work on written request by the contractor at least after 30 days of completion of work/release of final bill, whichever comes later.

3. **Execution of Indemnity Bond/ Agreement:** The successful bidder has to submit acceptance of the order within 10 (ten) days from the date of issue of the order and to execute Indemnity bond and an Agreement (in original and three photo copies for each) on a non-judicial stamp paper of Rs. 100/- each. The Agreement with the company with all related documents for satisfactory execution of work shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of work. The Indemnity bond and the Agreement are to be signed within 30 days from the date of acceptance of the order.

4. **Scope & Supervision of Work:**

4.1. **Instructions:** Contractor shall execute, complete and maintain the works as per direction of the Officer-in-Charge of the work or his/her representatives. Contractor will have to arrange prompt attendant service.

4.2. **Contractor's Staff at site:** The contractor shall provide at authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary) in his absence. The contractor and / or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions any instructions from the Controlling Officer or his/her representative. Mobile Phone contact number of the contractor and/or authorized representative should be submitted to the Controlling Officer.

4.3. **Removal of persons employed at site:** The Controlling 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 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 Controlling Officer.

4.4. **Protection of works:** The contractor shall in connection with the works maintain all lights, guards, fencing and watching when and where necessary for the safety and convenience of the users or others.

4.5. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and in case of any damage & loss of any article belonging to the Company's Canteen, the contractor shall bear the total cost. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damages or to cause injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

4.6. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by West Bengal State Electricity Distribution Company Limited in the execution on or near the site of any work not included in the contract.

4.7. **Persons to be employed:** The following type and number of persons need be employed for this work:

- a. One Caretaker (i.e. Skilled Worker)

- b. One Cook and One Assistant Cook/Helper (i.e. Semi skilled Workers)
- c. One Helper for sweeping/Cleaning (i.e. Unskilled Worker)

4.8. Other Conditions:

- 4.8.1. The day-to-day food processing is required to be in hygienic condition.
 - 4.8.2. Quality and quantity of food items should have to be maintained as per normal standard.
 - 4.8.3. The crockery and utensils that the company will supply have to be handled with care and wash in proper way (with/without hot water).
 - 4.8.4. All rooms related to Canteen including staircase is to be swept and cleaned every day. Floor and Staircase of Canteen are to be cleaned with Phenyl twice in a week.
 - 4.8.5. All Furniture is to be cleaned with wet/dry cloth every day.
 - 4.8.6. Toilet of Canteen is to be cleaned regularly with disinfectants. Naphthalene balls are to be placed at every basin and other places where required.
 - 4.8.7. Floor of the kitchen is to be cleaned with detergent powder on regular basis to keep it cleaned.
 - 4.8.8. Day to day serving of food to the employees attached to the Stage-I/II Power House under Jaldhaka Hydel Project & cleaning the dining table after completion of their meal.
 - 4.8.9. If required, round the clock service is to be performed.
- 4.9. Uniform of the worker:** You should supply the uniform with color specification and pattern approved by WBSEDCL. It would be noted by the contractor that in case any of the workers employed by you are found to be on duty without the uniform a penalty will be imposed suitably decided by WBSEDCL.
- 4.10. Supervision of work:** Successful Tenderer shall have to arrange required personnel for supervision of entire job and to manage day-to-day catering services. He has to submit names and address of the workmen to be engaged for the job to the controlling officer of the work.
- 4.11. Collection of Charges:** Successful tenderer shall have to collect necessary food charges as per Company's approved rate mentioned here in after from the authorized visitors/Employees of the WBSEDCL. The differences in rate are to be claimed from the department at the time of submitting the monthly bills duly certified by the controlling officer of the work.
- 4.12. Maintenance of Registers:** Contractor of Canteen/Supervising personnel of the contractor has to maintain the following registers properly:
- 4.12.1. **Register for Utensils:** Maintenance of existing Register is to be continued, if any or arrange fresh one. The lost or damaged items shall have to be indicated in the Register during verification. The same should be informed to the controlling officer immediately in writing.
 - 4.12.2. **Register for Furniture & Other Materials:** For recording details of furniture, covers, etc. The stock of furniture and fixtures is to be verified afresh and those are to be

entered in the Register with signature of the Controlling Officer. If any of the items (Other than consumable items) is found lost during the contract period, the amount of the same will be realized from his monthly bill. The existing Register may be continued for this purpose, if any. The lost or damaged items shall have also to be indicated in the Register during verification. The same should be informed to the controlling officer immediately in writing.

4.12.3. Canteen Hours & Distribution of Coupon:

a. Canteen has to be remained opened as per following time schedule:

- i. From 07:30 am to 09:30 am.
- ii. From 12:00 noon to 02:00 pm.
- iii. From 04:00 pm to 08:00 pm.

If the circumstances necessitates, the canteen may remain open until 9:30 PM

4.13. Foodstuff & Workmanship:

4.13.1. All the foodstuffs must consist of good quality of rice, flour, fresh quality of livestock, fruit & vegetables. Preparation of foodstuff should be made from approved quality of oil and spices. The following ingredients will be taken into consideration for preparation of meal.

a. Preparation of Veg/Non-Veg Meal for 100 (one hundred) Thalís.

- Uncooked Rice – 15 kg.
- Raw Veg – 15 kg.
- Dal – 04 kg.
- Egg – 200 pcs (2 pc/plate)
- Fish – 10kg. (100 g/pc)
- Chicken – 15 kg. (150 g /plate)
- Refined Oil/Mustard Oil – 03 kg. (for Non-Veg) / 02 kg. (for Veg)
- Spices – 500 g (for Non-Veg) – 400 g (for Veg)
- Bhaji (Papad/Potato) – 100 pcs / 10 kg. (for Veg)

4.13.2. Meal Schedule in a week:

- a. Veg Meal for 2(Two) days exclusively
- b. Non-Veg Meal with Egg (2 nos) for 2(Two) days exclusively
- c. Non-Veg Meal with Fish for 1(One) day exclusively
- d. Non-Veg Meal with Meat for 2 (Two) days in a week.

e. **Distribution of Snacks**

Day	Snacks
Sunday	6 pcs toast & butter
Monday	4 pcs Singara
Tuesday	1 plate wai-wai
Wednesday	1 plate Chowmein
Thursday	8 pcs momo
Friday	1 plate wai-wai
Saturday	6 pcs toast & butter

f. Preparation of different snacks, ingredients & quantity :

Sl no	Item	Ingredients	Quantity/100pcs
1	Roti/Luchi	Flour	2 kg
		Refined Soya Oil / Sunflower Oil	500 gms
		Dal	700 gm
		Spices	50 gm
2	Singara	Flour	1 kg
		Refined Soya Oil / Sunflower Oil	700 gms
		Potatao	2 Kg
		Spices(chilli dust/Jira dust)	50 gm

4.13.3. You must engage the best workmanship and/or in the best manner to the satisfaction of the Controlling Officer of the work. An advance amount of Rs. 10,000/- should always be retained with supervising personnel from your end to enable him to carry out his day to day disposal.

5. Fixed Rate of Foodstuff:

Sl.	Food Description	Unit	Payment by Employee	Subsidized by WBSEDCL	Total Rate
1.	Tea (Milk) of good quality (50ml)	Cup	₹3.00	₹3.00	₹6.00
2.	Snacks: (4 pcs Singara/ 8 pcs momo / 6 pcs toast & butter/ 1 plate magi/ 1 plate wai-wai	Plate	₹12.50	₹12.50	₹25.00
3.	Breakfast (5 pcs Roti(200 gm flour) - Sabji(150 gm) / Chana 75 gm/ Rajma 75 gm/ Aludam 150 gm/2 pcs egg	Plate	₹10.00	₹25.00	₹35.00
4.	Vegetarian Meal(Raw ingredients as 150g Rice/8 roties , Dal (uncooked 40gm), half pcs lemon , half pcs onion , Green chilli , Bhaji, Seasonal Sabji (60 gm), Chutney 20 gm	Meal	₹15.00	₹35.00	₹50.00
5.	<i>Non-Vegetarian Meal</i> (Raw ingredients as 150g Rice/8 roties , Dal (uncooked 40gm), half pcs lemon , half pcs onion , green chilli Bhaji, Chutney 20 gm				
	a) Egg (2 Nos.) Curry	Meal	₹15.00	₹45.00	₹60.00
	b) Fish (not less than 100g) Curry	Meal	₹15.00	₹60.00	₹75.00
	c) Chicken (not less than 150g) Curry	Meal	₹15.00	₹70.00	₹85.00

Note:

Estimated consumption of foodstuff for the contract period of 24 months is as following:

- Tea: 57600 Nos.
- Snacks: 14400 Nos.
- Breakfast: 14400 Nos.
- Veg Meal: 3840 Nos
- Non-veg Meal (Egg) : 3840 Nos

Sl.	Food Description	Unit	Payment by Employee	Subsidized by WBSEDCL	Total Rate
	- Non-veg Meal (Fish) : 2400 Nos - Non-veg Meal (Chicken) :3840 Nos				
Billing of the foodstuff charges will be made on actual consumption basis.					

6. **Labour License:** The Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible if applicable.
7. **Compliance of Labour Laws:** The contractor shall comply all statutory labour laws to protect the labours engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed) after placement of Letter of Intent/Award.
8. **Paying Authority:** The Manager (F&A), Jaldhaka Hydel Project, WBSEDCL shall be the paying authority. The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such over payment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such over payments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of over payment on demand.
9. **Company's Right to Terminate Contract:** If the contractor neglects to proceed with the work with due diligence, the company shall have right to terminate the LOI/LOA after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money of this or any other work with the company. If the contract is terminated as above, the contractor shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.
10. **Statutory Obligation:** You have to comply with Workmen's Compensation Act 1923 and all other statutory obligations like Employees Provident Funds & Miscellaneous Provision Act 1952, Employees State Insurance Act 1948, Child Labour (Prohibition and Regulation) Act 1986, Contract Labour (Regulation and Abolition) Act 1970, Equal Remuneration Act 1976, Factories Act 1948 (Welfare Provisions), Minimum Wages Act 1948, Payment of Wages Act 1936, Maternity Benefit Act 1961 & Rules, Payment of Bonus Act 1965, Industrial Disputes Act 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, The Inter-State Migrant Workmen. (Regulation Of Employment And. Conditions Of Service) Act, 1979 etc towards engagement of contract labours for the work and any deviation/non-compliances shall be liable for penal actions as per relevant Acts. It will be mandatory on your part to furnish to the Nodal Officer an additional copy of the following documents on each month for scrutiny/verification of compliances of different relevant statutory obligations of the department.
 - 10.1. **Copy of Photo Identity Card:** Each contract Labour shall have to be issued a Photo Employment Card as per format defined in West Bengal Contract Labour (Regulation &

Abolition) Rules, 1972 within 15 days of receipt of the copy of the order and duly deposit the same to the controlling officer & nodal officer. In case of failure to do so, may lead to stoppage of payment of your bills.

- 10.2. **Work Permit:** Before undertaking the work, the entrusted contractor shall have to obtain Work Permit from the department to be issued by controlling officer containing the list of contract laborers to be engaged for the work having requisite license/authorization to undertake such work.
- 10.3. **Employees' Provident Fund:** You will have to submit monthly, the copy of ECR, combined challan and RCS against deposition of EPF submitted to the P.F. Department containing the details of the contract laborers along with the monthly bill.
- 10.4. **Payment of Minimum Wages:** The contractor shall have to pay monthly wages to each and every contract labour so engaged for work, which should not be anyway less than the minimum wages as per the Notification of the Labour Department, Govt. of West Bengal. However in case if you don't pay the minimum wages the amount is to be recovered from your bill without any intimation whatsoever.
- 10.5. **Acquaintance Roll:** The entrusted contractor shall have to submit copy of Acquaintance Roll containing the names and details of the contract labours, no. of days worked, individual P.F. nos., amount of P.F. Subscription deducted, wages and O.T. paid with dated receipt thereof of the same against each contract labour along with the monthly bill.
- 10.6. **Witnessing of the payment of wages:** The contractor shall release the payment of wages in presence of the Nodal Officer of the work to witness, certify and verify subsequently at the time of submission of monthly bill.
- 10.7. **Payment of minimum Bonus:** Each contract labour shall be paid the minimum bonus as per the Payment of Bonus Act, 1965 and its amendments (once in a year) and authenticated document in regard to receipt thereof is to be submitted to the department.
- 10.8. **ESI:** You shall have to subscribe for ESI coverage to all workmen to be engaged in the work in ESI coverage area and necessary supporting documents shall have to be submitted to the Controlling Officer/Nodal Officer of the work for verification. In case of variation of strength of workmen during execution of work, ESI coverage for additional workmen engaged shall also have to be done and the same shall be submitted to the Controlling Officer of the work.
- 10.9. **Alternate Manpower:** In case the contract worker is absent on duty for any reason whatsoever, the agency shall have to make alternate arrangement as the work relates to essential services of supply of food & essentials for the visitors/Employees at Canteen. In case, the agency fails to provide substitute personnel, a penal amount of double rate of minimum wages per day will be deducted from the bill of the agency for applicable labour class.
- 10.10. In case of non-payment of wages of labourers within 7th day of every of month, WBSEDCL will take action in accordance with the relevant provision of prevailing Law and WBSEDCL may disburse the amount directly subject to recovery from bills and/ or security deposit of the agency together with a penalty of 10% of on the disbursed amount. In case such a situation arises for more than once during the contract period, WBSEDCL will take suitable administrative actions which may extend up to termination of contract and/ or black listing of establishment.

- 10.11. **Off Days:** Each Contract Labour shall have to be given statutory off days once in a week.
11. **Escalation:** The rate/rates quoted against the schedule of work shall remain firm during the continuance of the contract. No price escalation/reimbursement of any amount shall be entertained as the prospective hike in wages has already been considered.
12. **Income Tax:** Income Tax will be deducted as per I.T. Act.1961 from the each R/A bill/Final bill as per statutory obligation.
13. **GST:** TDS under GST will be applicable from each RA Bill/Final Bill.
14. **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 of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Siliguri court.
15. **Safety Rules:** Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. 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. All storage handling & use of flammable liquids shall be under strict supervision. First aid arrangements shall be maintained in a readily accessible place.
16. **Reporting of accident:** All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid at the work place and then the injured person be taken to the nearest hospital along with the "injured on work" form dully filled in quintuplicate. Fatal Accidents must be reported immediately to WBSEDCL as well as to the Police. Failure to observe the safety rules will make the contractor liable to penalty by way of termination of contract..
17. **Negligence of Duties:** In case of supply of sub-standard food and negligence of duties of any kind, penalty will be imposed as deemed fit by the Controlling Officer. Any violation / deviation shall be treated and dealt with, may penalty be equivalent to the quantum of shortfall / deficiency /deviation.
18. **Payment:** Payment will be released on monthly basis against bills submitted to the controlling officer along with authenticated documents regarding fulfilment of statutory labour laws, rules and regulations. The controlling officer will certify the bills along with tabular sheets of coupons and forward the same to paying authority for release of payment only after due certification towards compliance of statutory rules and regulations. Final bill will be released after submission of authenticated bonus payment document, other statutory obligations and verification of the same.
19. **Controlling Officer:** The Project Manager, Jaldhaka Hydel Project, WBSEDCL will be the Controlling Officer for this work.
20. **Supervising Officer:** The SE(E) / DE(E) & In-charge, Stage-I/ Stage-II Power House respectively under Jaldhaka Hydel Project WBSEDCL will be the supervising officer.
21. **Nodal Officer:** The Asstt Manager (HR&A), Jaldhaka Hydel Project WBSEDCL will be the nodal officer for the compliance of Labour Laws and statutory matters related to this work.
22. **Risk Purchase:** In the event of your failure to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, the Letter of Award

(L.O.A) may be terminated prematurely and the balance work may be got done through any other agency at your risk and cost.

23. **Force Majeure:** Force Majeure by reason of war, Act of God, Government or Parliamentary restrictions, state or municipal or regulation, riots civil commotion, delay in release of foreign exchange, fire, flood, accidents, hurricanes, epidemics, inability to obtain dock, strikes or other labour trouble, whatsoever beyond your control will have be justified accordingly by production of authenticated documents.

24. **Liquidated Damage:**

i. If the contractor fail to complete the work within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.143%) of the contract value of works for each calendar day of delay subjected to the Force Majeure.

ii. The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

iii. An extension of time without imposition of liquidated damage may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

-----End of GCC-----

Form-II - EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(To be given by banker of bidder) BANK CERTIFICATE

This is to certify that M/s(Full Name and Address)Who are submitting their Bid toagainst their tender specification vide Ref. No..... and date..... is our customer for the pastyears.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund-based limits including guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl.No.	Type of Facility	Sanctioned limit as on date	Utilization as on date.....

This letter is issued at the request of M/s.....

Sd/-

Name of Bank

Name of authorized Signatory.....

Designation.....

Phone No.....

Address.....

SEAL OF THE BANK

Form– III - STATEMENT OF SIMILAR TYPE OF WORKS EXECUTED DURING LAST 07 (SEVEN) YEARS.

Whether Completion/ Payment Certificate(s) submitted (Y/N)				
Date of commencement, scheduled completion & actual completion				
Executed value (Rs.)				
Financial year				
Name of Owner/ order issuing authority				
Order No. and date(s)				
Nature of the project to which the work is related				
Name of the work executed				
Sl. No.				

Remarks, if any:

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

(On Rs.100.00 Non-Judicial Notarized Stamp)

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 Tender for the Work against Tender Notice No _____ dt.....
2. None of the Partners of our firm is relative of employee of ----- WBSEDCL
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification in formation of this tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender 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 Dated _____

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for the work

.....

.....

.....

.....

Ref: 1. NIT No....dated...

2. Tender Id No.-

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the 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 Bidder

(LETTER HEAD OF BIDDER)

Dated:___

DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Bidder

Postal address of the Bidder

Annexure-V

(On the Bidder's Letterhead)

Declaration of not being blacklisted/Debarred/Put on Holiday list

Certified that our Company, M/sis not blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/ Government Authorities / State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidders Name:

Signature of the Tenderer:

Designation:

Seal of the Company

Date:

Annexure-VI

(On the Bidder's Letterhead)

**Self-declaration by Proprietor of the Bidding Company for not being blacklisted/Debarred/Put On
Holiday list**

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor /Managing Partner are blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Signature of the Proprietor:

Name

Designation:

Seal of the Company:

Date:

Annexure-VII

(On the Bidder's Letterhead)

Declaration regarding no litigation against WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

Bidder's Name:

Signature of the Tenderer :

Designation:

Seal of the Company

Date:

ANNEXURE-A

Pro-forma for Contract Agreement

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Articles of agreement made on this -----day of ----- in the year -----

-

-----between West Bengal State Electricity Distribution
Company Limited(WBSEDCL),A statutory Body constituted by the Govt. of West Bengal

having its head office at "Vidyut Bhaban" , Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred as the 'Company' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

hereinafter referred to as the '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.

WHEREAS the Company invited tenders vide Tender Notice No -----
----- (Annexed here to) for“ -----
----- “

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no -----dated ----- , technical bid of which was opened on and the Price-bid was opened on.....
(The tender offer is in custody of the Company at present)..

AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), the Company accepted the said tender submitted by the contractor and placed Letter of Award no

NOW, THEREFORE, the Company and the contractor agree as follows:

1. The Contractor agrees to undertake the work of--“-----

----- “

as per Letter of Award no _____ date _____
_____ referred to above.

2. The Company agrees to pay the Contractor as per Letter of Award no-----
_____ date _____ referred to above.

3. Both the Contractor and the Company agree that for the purpose of jurisdiction in the 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.

SIGNED, SEALED AND DELIVERED

Contractor

1) _____
Witness

2) _____
Witness

Company

1) _____
Witness

2) _____
Witness

SPECIMEN COPY OF INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this
Day of....., 20....I/We having Registered
Office/ residing at

.....(hereinafter called "OBLIGOR/OBLIGORS"
which expression shall mean and includes 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 favour
of the West Bengal

State Electricity Distribution Company Limited., a government Company
within the meaning of

sec.617 of the Indian Company's act having registered office at BidyutBhavan,
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/OBLIGORS has /have been awarded to execute
the job/works under letter
no.....Dated.....issued by the OBLIGEE after
having observing necessary formalities the details of which is
described in the schedule given here under 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.C.
Act) and /or other laws relating to the Labour Management and
Welfare.AND WHEREAS according to the condition of the contract
the OBLIGOR/OBLIGORS is under obligation to execute this
Indemnity Bond before the commencement of actual execution
and OBLIGOR/OBLIGORS is/are 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 WITNESS THAT I / We the OBLIGOR/OBLIGORS do
hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place
2. During the course of work undertaken by the OBLIGOR/OBLIGORS.
3. THAT the OBLIGOR/OBLIGORS 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.
4. THAT the OBLIGOR/OBLIGORS undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employees' State Insurance Act, 1948 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 not has/have insurance coverage within the meaning of Employees State Insurance Act.
5. THAT the OBLIGOR/OBLIGORS 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 OBLIGOR/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS 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/OBLIGORS.
7. THAT the OBLIGOR/OBLIGORS 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. Or any other laws for the time being in force.
8. 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/OBLIGORS has/have 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 herein above 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/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

9. THAT , if at any time due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned herein above, whether on failure of the OBLIGOR/OBLIGORS or for any other reason , the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS
10. THAT the OBLIGOR/OBLIGORS 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/OBLIGORS.

Signature WITNESS

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|---|-------------------|-------|
| 1 | Name, Designation | |
| | Signature | |
| 2 | Name, Designation | |
| | Signature | |