

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)

Registered Office :

Bidyut Bhavan, Block – DJ
Sector – II, Bidhannagar
Kolkata – 700 091
CIN – U40109WB2007SGC113473



WBSEDCL

Website – www.wbsedcl.in

Regional Office - Jalpaiguri

SJDA Complex, Indira Colony
Jalpaiguri, Pin. – 735 121

NOTICE INVITING TENDER

NIT No.: RM/JRO/ADM-05/03 , Dated: 11.02.2022

Tender in two part for the under mentioned works are invited by the Regional Manager, Regional Office, Jalpaiguri through e-tendering from the eligible, bonafide, resourceful contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies Constituted under the statute of Central Govt. for under mentioned work as per specified terms, conditions and specifications.

Sl. No.	Name of the work	Estimated Amount (Rs.)	Completion Time	Earnest Money deposit(EMD) (Rs.)
1	Day to day maintenance of Jalpaiguri Inspection Bungalow, WBSEDCL including Catering Services under Jalpaiguri Division at Indira Colony, SJDA Complex, Jalpaiguri.	Rs. 11,01,480.00/-	365 days	Rs.22030.00/-

Table No:1. Description of Works:-

Sl No.	Description of Works
A.(i)	Day to day maintenance of Jalpaiguri I.B. including furniture, furnishing articles, bed covers, bed sheets, towels, linens, Curtains, Crockery etc. and the entire premises.
(ii)	Daily sweeping and cleaning of floors and surrounding area of I.B.
(iii)	Arrangement of prompt Attendant' service for the visitors.
(iv)	Washing, Cleaning and ironing of all bed sheets, bed covers and other lines etc.
(v)	Maintenance of I.B. Register and collection of charges from the visitors staying at the I.B., as per Company's rate to be fixed from time to time and deposit the same to the cash section of Jalpaiguri Division at least once in an every fortnight.
(vi)	Guarding of the I.B.
(vii)	Gardening including proper floriculture in all the seasons.
B.	Day to day Catering services to Visitors as per enclosed rate chart of Foods & Beverages.

Table No: 2. Personnel to be deployed:

Personnel	Category	Nos	Monthly Minimum Rate of Wages as per Notification No:20/700/Stat/2RW/26/2016/LCS/JLC dt.31.01.2022.	Considering Monthly Minimum Rates of Wages considering weekly off-day & National Holidays (per month)	Monthly Amount (Rs.)
Supervisor	Highly Skilled	1	11852.00	13670.00	13670.00
Cook	Skilled	1	10775.00	12428.00	12428.00
Asst. Cook	Semi Skilled	1	9795.00	11297.00	11297.00
Attendant	Un-Skilled	2	8904.00	10270.00	20540.00
Sweeper	Un-Skilled	1	8904.00	10270.00	10270.00
Sub-Total:					Rs. 68205.00
+ Contractors' estimated profit & over head @ _10_% of 'Table No: 2'. + Bonus @ 8.33% on 'Table No: 2' + Provident Fund @ 13 % on 'Table No: 2' + E.S.I./Premium on Mediclaim Policy @ 3.25% on 'Table No: 2'					Rs.23585.00
Monthly Total Amount(Rs.) :					Rs. 91790.00
The total amounts comes for the 12 months:					Rs. 1101480.00

Table No: 3. Additional Reimbursements to be paid extra on submission of relevant bills

BMS

Category	Item		Expenditure (Rs.)
Consumables & Misc. (Monthly)	Sweeping & Cleaning		1000.00
	Washing		1200.00
	Phenyl, Naphthalene, Toilet air freshner, Room fresheners, Mosquito repellent, Liquid Hand-wash, Bathing Soap etc.		1000.00
	Misc.		800.00
Total involvement for 12 months-			48000.00
Uniforms (yearly)	Cook	Apron- 2nos.	500.00
	Asst. Cook	Apron- 2nos.	500.00
	Attendant (2Nos.)	2 sets of shirt (Light Blue) & Pant (Black), One pair Black Shoe & One Sweater	4000.00
	Sweeper	2 sets of shirt & Pant (Khaki colour), One pair Black Shoe & One Sweater	1000.00
Total involvement for 12 months-			6000.00
Total involvement of reimbursements for 12 months			54000.00

GENERAL INSTRUCTIONS & TERMS AND CONDITIONS:

- The Contractor shall be responsible for:
 - Keeping the rooms, floors, toilets (including the common toilets), etc., in a neat and tidy condition at all times of the day;
 - Undertaking special cleaning as and when required on the eve of special occasions;
 - 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.
 - 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 daily. Beds to be made daily.
 - Proper up-keeping of all furniture, utensils and equipments in the guesthouse.
 - Cleaning of overhead tanks once in every quarter in the Guest house.

- g) Supplying toilet papers, soaps, bathroom freshener, naphthalene balls etc. in every room all the time at their own cost.
 - h) Supplying mosquito repellent machines fitted with liquid (All Out/Mortein/Good-Night etc.) in every room of the I.B at their own cost.
 - i) Spraying room fresheners in VIP lounge and rooms at the time of special occasions/ meetings at their own cost.
 - j) Providing room service to the guests.
 - k) Arranging laundry service for the guests/visitors, if required.
 - l) Providing catering service to the guests/visitors as per standard rate chart of food and beverage items for tea, breakfast, lunch, dinner etc. as per demand of guests/visitors.
 - m) Maintenance of all crockery/utensils, refrigerators, microwave ovens by washing/cleaning at their own cost.
2. The Contractor will ensure proper maintenance of all linen items washing with detergent powder and drying at their own cost 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.
 3. The Contractor shall have to bear the cost of any loss or damage of any article/equipment belonging to the I.B. on demand, and shall have to maintain a stock register of the articles/equipments at his own arrangement and cost.
 4. Replacement/repairing of electrical equipments such as ceiling fan, air conditioner, inverter, tube lights, geyser, etc. of the Bungalow will be done at Company's cost on the basis of survey report. However, tit bit maintenance of electrical fittings, wiring, water pipelines etc. are to be done by the agency at their own cost. 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, inverter, tower bolts, locks and keys of the cupboard/ almirah etc. of the room as also room air conditioners, televisions, wall clocks, remote controls etc. in the Guest House , 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.
 5. The catering service as above shall include cooking, serving of foods and beverages to the visitors. The agency will take the cost of the food items from the boarders/visitors as per attached list against proper cash memo. The successful Contractor shall ensure that all catering arrangement is prepared from the Guest House premises. The foodstuff must consist of fine quality of rice, fresh quality of local fish, meat & vegetables. Preparation of foodstuff should be made from groundnut oil/sunflower oil/mustard oil of good quality and with reputed brand spices.
 6. Fresh supply of all kinds of articles, either additionally or in replacement due to normal wear and tear, shall however be made at Company's cost on proper justification.
 7. The Company shall provide free water supply, electricity, for running the Guest House smoothly. Fuel cost for cooking is to be borne by the contractor.
 8. 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 / WBSIEDCL authority in-charge/ authorized representative, immediately.
 9. Gardening is to be done with flowers in all seasons.
 10. The successful contractor/agency shall have to deposit the charges as collected under **Table No:1 Sl.No-A(v)** as in the N.I.T to the Asst. Manager /Manager(F&A), Jalpaiguri Division, with a detailed statement and I.B. Register, duly authorized by Officer-in-charge/Nodal Officer of the Bungalow failing which the monthly bill to the contractor will not be released.

For this purpose, the Contractor shall have to engage an educated Supervisor (HS Pass) to prepare the statement as per following format:

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

11. 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 workers. 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, action may be initiated against the agency.
12. Initially the rate contract may be placed for 12(twelve) months with the successful bidder and may likely to continue for a further period of six month, if necessary subject to satisfactory performance. If any poor or ill-performance of the Contractor is observed, the Company will have every right to deduct necessary amount from the bill and may withdraw the order at his cost and responsibility. In the event of unsatisfactory performance or breach of terms & condition by the successful Contractor the contract will be terminated by serving one-month's notice.
13. Controlling Officer: Divisional Manager, Jalpaiguri Division.
14. Nodal Officer: Assistant Manager / Manager (HR&A), Jalpaiguri Division, will act as Nodal Officer for the said job and he/she will certify regarding compliance of statutory obligation.
15. Paying Authority: Monthly payment of Maintenance and Catering Service will be made by RTGS/NEFT mode by the Asstt. Manager/Manager (F&A), Jalpaiguri Division, against monthly bill, duly certified by the controlling officer and on deposition of collected I.B. charges from the Visitors.
16. For maintaining the services effectively and satisfactorily the following minimum personnel shall have to be deployed by the Contractor:-

Personnel to be deployed	Nos.
Supervisor	1
Cook	1
Helper-Cum-Cook	1
Room Attendant	2
Sweeper	1

Personnel should be engaged strictly following existing Labour Act for rendering the maintenance and catering service at Jalpaiguri Guest House/ I.B. The violation of the same may attract penal action from Labour Dept. Govt. of W.B.

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.

17. Workmen's Compensation for accident or injury to any workman: WBSEDCL shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges & expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen be engaged by the contractor is to be made by him.
18. The bidder should quote rate in percentage basis. The rate should be firm and inclusive of all taxes (excluding GST) & incidental charges, salary of Supervisor and other personnel to be engaged by the Contractor, cost of fuel, etc.

19. Wages of the workmen shall have to be disbursed as per minimum wages act revised from time to time and published by the Labour Department, Government of West Bengal and necessary wages Register for this purpose shall have to be maintained by the Contractor.
20. During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rule made there under, regulations, notifications and bye laws of the State and Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Some of the major labour laws that are applicable to the construction industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the Employer shall have the right to deduct any money due to the contractor. The Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor in no case shall be treated as the employees of the Employer at any point of time. Some major labour laws applicable to the establishments engaged in building and other construction work:

- Workmen Compensation Act 1923
- Payment of Gratuity Act 1972
- Employees PF and Miscellaneous provision Act 1952
- Maternity Benefit Act 1951
- Contract Labour (Regulation & Abolition Act) 1970
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Equal Remuneration Act 1979
- Payment of Bonus Act 1965
- Industrial Disputes Act 1947
- Industrial Employment(Standing Orders Act) 1946
- Trade Unions Act 1926
- Child Labour (Prohibition & Regulation) Act 1986
- Inter-State Migrant workmen's (Regulation of employment & Conditions of Service) Act 1979.
- The Building and other Construction workers (Regulations of Employment and conditions of Service) Act 1996 and the Cess Act of 1996.
- Factories Act 1948

21. The bidder is to follow "Instruction To Bidders" section for procedure involving e-tendering.
22. **FORFEITURE OF EARNEST MONEY/ BID GUARANTEE:**
Earnest money/Bid guarantee shall be forfeited in case of following:
1. If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
 2. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid. In case of successful bidder, if the Bidder fails:
 - To accept LOI/Order unconditionally and sign contract
 - To furnish the contract performance bond wherever applicable.
23. **Refund of Earnest Money:** The earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order. Bidders shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money for

the unsuccessful bidders shall be released on submission of original receipt duly pre-receipted along with an application.

24. Correctness and sufficiency of rates quoted in the tender: The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. Necessary for the proper completion and maintenance of the work.
25. 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:
"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
"Fraudulent Practice " means misrepresentation of facts in order to influence 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. WBSEDCL shall
 - 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.
 - 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.
26. Tender incorporating the extraneous conditions shall not be accepted. Tender received late, unsealed, over- writing without attestation and/ or without Earnest Money will not be accepted.
27. DELETED.
28. DELETED
29. DELETED.
30. All categories of prospective Bidder shall have to submit the following alongwith the bidding document:-

Sl. No.	Category Name	Details
A.	CERTIFICATES	1. Goods and Service Tax Registration number. 2. PAN 3. Last three years IT Return. 4. Trade License 5. Up-to-date Professional Tax payment Certificate (PTPC) 6. The successful bidder should possess relevant food license / should submit a declaration of providing relevant food license within 3 months of accepting the order. 7. PF & ESI

31. Conditional / Incomplete tender will not be accepted under any circumstances.
32. DELETED.
33. No mobilization advance and secured advance will be allowed.
34. The offer shall remain valid for a minimum of 120 days from the next day of opening of the financial bid. Bidders are is no way allowed to get any escalation of price against this contract.
35. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

36. 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 (Enclosed Format).
37. The successful Contractor will have to execute an agreement with the W.B.S.E.D.C.L. on a Non-Judicial Stamp Paper of Rs.100/- for the said contract (Enclosed Format).
38. The successful Contractor and the workmen engaged shall not indulge in any improper activities, which are not directly or indirectly related with contract job.
39. Any evidence of unfair trade practice including over charging, price fixing, cartel etc. as defined in various status, will automatically disqualify the bidders.
40. Any bidder against whom FIR/Complaint is lodged with Police shall not be eligible to participate in the bidding process.
41. All liability arising out of dispute of workmen or accident or any other incident whatsoever shall rest upon the Contractor. The Company will not bear any liability in case of occurrence of any such events.

42. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	11.02.2022 at 16.00 hrs
2.	Documents download/sell start date (Online)	11.02.2022 at 17:00 hrs
3.	Bid submission start date (Online)	11.02.2022 at 17:00 hrs
5.	Documents download End Date. (Online)	21.02.2022 at 11:00 hrs
6.	Bid Submission closing date (Online)	21.02.2022 at 11:00 hrs
7.	Technical Bid opening date (Online)	23.02.2022 at 11:00 hrs
8.	Date of uploading list for Technically Qualified Bidder(online)	To be intimated later
9.	Financial Bid opening Date (Online)	To be intimated later

43. 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.
44. GOODS & SERVICES TAX (GST) : GST at prevailing rate will be paid extra.
45. LEGAL JURISDICTION :- If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata.
46. FORCE MAJEURE :- The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.
47. **26. MANNER OF EXECUTION OF CONTRACT :** The successful bidder has to submit acceptance/written acknowledgement of the LOI / Order within **10 (Ten) days** from the date of issue of the Letter of Intent / Order.

**Office of the Regional Manger,
Jalpaiguri Region,
W.B.S.E.D.C.L.
SJDA Complex, Indira Colony,
Jalpaiguri, Pin-735121.**

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**Office of the Regional Manger,
Jalpaiguri Region,
W.B.S.E.D.C.L.
SJDA Complex, Indira Colony,
Jalpaiguri, Pin-735121.**

Enclose:-

1. Proforma for Contract Agreement.
2. Specimen Copy Indemnity Bond.


Regional Manager
Jalpaiguri Region, WBSEDCL

Proforma 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 (A
Government of West Bengal Enterprise) having its head office at Vidyut Bhaban, Block-DJ, Sector-II,
Kolkata-700091 hereinafter referred as ' 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 --

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 WBSEDCL invited tenders vide Tender Notice No -----
-----dated----- (annexed hereto) for
-----of -----

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a
tender vide no -----dated ----- (annexed hereto).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with
clarification(s), if any, the WBSEDCL accepted the said tender submitted by the contractor and
placed order no ----- dated ----- (annexed hereto).

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

- 1. The Contractor agrees to undertake the work of -----**
-----as
per order no ----- dated ----- referred to
above.
- 2. The WBSEDCL agrees to pay the Contractor as per order no -----**
----- dated ----- referred to above.

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

Contractor

1)-----

Witness

2)-----

WBSEDCL

1)-----

Witness

2)-----

Witness

Witness

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

SPECIMEN COPY OF INDEMNITY BOND

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this..... Day of2019. I/We having Registered Office / residing at

(hereinafter called 'OBLIGOR / OBLIGATOR' 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 / 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 – 700 091 (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.C. 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 witnesses that 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. 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.

2. 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 not 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 herein above 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 OBLIGOR/OBLIGATOR is/ are aware and accept that for 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.

Deponent

Witness:

1.....

2.....

INSTRUCTION TO BIDDERS

SECTION - A

1. General guidance for e-Tendering:

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

2. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. 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 Clause 2 above. DSC is given as a USB e-Token.

4. Downloading of Tender documents :

The contractor can search & download N.I.T. & Tender Document(s) 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.

5. Participation in more than one work :

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders:

General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time , one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC).The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non readable formats).

A. Technical proposal

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

A-1. Statutory Cover Containing three covers (folders)-(a) Tender Documents (b) Bid Guarantee & (c) Annexure/Declarations.

(a) **Tender Documents** containing Downloaded and uploaded copies (Digitally Signed)of the following:-

- i. Notice Inviting E-Tender.
- ii. Instruction To Bidders

(b) Bid Guarantee containing-

- I. EMD to be submitted via online payment mode /scanned copy of

- Bank
- II. Guarantee (as applicable) towards Earnest Money Deposit (EMD) as mentioned in clause no. A-5 under Sl. No. (06), Section-A of ITB.

A-2. Non statutory cover containing

- I. Goods and Service Tax Registration number, PAN, Last three years IT Return, Trade License, Up-to-date Professional Tax payment Certificate (PTPC), the successful bidder should possess relevant food license / should submit a declaration of providing relevant food license within 3 months of accepting the order.
- III. Registration Certificate under Company Act (If any).
- IV. Registered Deed of partnership Firm.
- V. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- VI. Credential of similar nature of work.

'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 (Statutory documents).

A 3. Validity of bid: Bid shall remain valid for a period of 120 (one hundred and twenty) days from the date of opening of price bid or revised priced bid, if any. Prior to the expiry of the original validity period, WBSEDCL may request the bidders for a suitable extension of the validity of the bids.

A 4. Cost of tender documents: NIL. The cost of tender documents i.e. tender fees is being abolished vide O.O. No. 1994 Dated 19.05.2021 of the Director(HR), WBSEDCL.

A 5. Earnest Money Deposit (EMD): The bidder shall deposit the requisite earnest money via online payment mode or in the form of Bank Guarantee on any schedule commercial bank in the annexed format and the same should be documented and scan copy of the aforesaid documents is to be uploaded. EMD collected via online mode will be settled automatically from e-tendering portal maintained by National Informatics Centre (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC Portal. However, for successful bidder the Earnest Money will be converted into Initial Security Deposit. No interest shall be paid by WBSEDCL on EMD.

Following points shall be followed:

- a. A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login Id and password.
- b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - i) Net banking through Payment Gateway.
 - ii) RTGS/NEFT payment: On selection of RTGS/NEFT as the payment mode, the web 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 again login to the web portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed as per the existing banking system.
 - iii) Submission of the EMD through Bank Guarantee: For submission of EMD in the form of Bank Guarantee, the bidder will have to opt for EMD exemption in e-tender web portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of

BG shall be submitted at the Office of the Regional Manager, Jalpaiguri.

- c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.
- 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 refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - 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.
- f. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

A6. DELETED.

A 7. Bid submission: Bid shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that Case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subjected to the new deadline as extended. All the corrigendum should also be uploaded while submitting the bid.

A 8. Bid withdrawal/modification: The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/ withdrawal is received by WBSEDCL prior to the deadline of bid submission.

Modification/withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

A. Technical Proposal

- i. Opening of Technical proposal: - Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (folder) statutory documents will be opened first & 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 be summarily rejected
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.
- v. Uploading of summary list of technically qualified tenderers:
 - a) Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
 - b) While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

B. Financial proposal

- i) The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (Percentage Excess/ Less/ At par (0.00%)) online in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. RESPONSIBILITY OF BIDDERS

- a. 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.
- b. 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.
- c. 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.
- d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. 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.

8. 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.

9. 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 Regional Manager, Jalpaiguri Regional Office, WBSEDCL, Dist.: Jalpaiguri within the date specified for this purpose.

10. BID PRICES

- a. The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- b. 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 this contract.
- c. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/Cess & all other incidentals payable as per statute. Goods and Services Tax shall be paid extra as per statute

11. BID GUARANTEE

The bid should be accompanied by the requisite earnest money as bid guarantee. Thus Bid Guarantee/Earnest Money Deposit (EMD) should be remitted separately through either online mode or in the form of Bank Guarantee on any schedule commercial bank in the annexed format and the same should be documented and scan copy of the aforesaid documents is to be uploaded through said website. EMD collected via online mode will be settled automatically from e-tendering portal maintained by National Informatics Centre (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders

directly from NIC Portal. However, for successful bidder the Earnest Money will be converted into Security Deposit. EMD Exemption shall be allowed only for submission the same in the form of Bank Fuarantee only. Earnest money if submitted in the form of "Bank Guarantee" (if applicable) on any schedule commercial bank in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" should be in the format provided along with tender documents and validity of the same be 05(five) calendar months with a claim period up to 03(three) months from the date of opening of bid.

12.PROCESS TO BE CONFIDENTIAL

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.

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.TIME SCHEDULE

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

14. EVALUATION AND COMPARISON OF BIDS

On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

Evaluation of bid will include and will take into account :

Cost of construction/erection including taxes & duties etc.

The owner shall evaluate and compare only the bids determined to be substantially responsive.

The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.

Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

15. TAXES, DUTIES AND OTHER LEVIES

a. 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 purchaser 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 the purchaser.

b. All other taxes/duties/levies/Cess payable (excluding service tax) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.

16. 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.

17. 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.

18. CORRUPT OR FRAUDULENT PRACTISE

WBSIEDCL 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:

"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

"Fraudulent Practice " means misrepresentation of facts in order to influence a procurement process or 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.

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.

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.

19. 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 WBSIEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSIEDCL. 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.

20. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

21. 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 uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.

The Employer 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 action.

22. AWARD OF CONTRACT

The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award.

The notification of award will constitute the formation of the Contract.

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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 N.I.T. & B.O.Q. will be the part of the contract documents.

23. AMENDMENT OF BIDDING DOCUMENTS

a. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

b. Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non- pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.


Manager (HR&A)

Jalpaiguri Regional Office
WBSEDCL


Regional Manager
Regional Office, Jalpaiguri
WBSEDCL