



পুৰুলিয়া পাম্পড্ স্টোৱেজ প্ৰজেক্ট

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)

OFFICE OF THE PROJECT MANAGER
PURULIA PUMPED STORAGE PROJECT
VIDYUT BHAVAN (5TH FLOOR), BIDHANNAGAR, KOLKATA - 700 091, INDIA
PHONE 91-33-2359 1951, 033-2358 1533,
E-mail ppsphq@wbasedcl.in

TENDER DOCUMENT

TENDER FORM

NAME OF THE WORK: ENGAGEMENT OF AGENCY ON CONTRACT BASIS FOR UPKEEPING, MAINTENANCE AND RUNNING CATERING SERVICE OF THE P.P.S.P. GUEST HOUSE AND EXTENSION COUNTER AT PPSP TOWNSHIP AT BARRIYA AT PPSP SITE, BAGMUNDI, PURULIA.

TENDER NOTICE NO.: PM/PPSP/Tender/Guest House/NIT-05
Date: 28/04/2023

COST OF TENDER FORM: Nil.

Section-I	:	Notice inviting Tender (NIT)
Section-II	:	Instruction to Bidders (ITB)
Section-III	:	General Conditions of Contract (GCC)
Section-IV	:	Special Terms and conditions
Section-V	:	Bid-Sheet
Section-VI	:	Forms

ASorke
28.4.2023
Chief Engineer & Project Manager
Purulia Pumped Storage Project
WBSEDCL

TENDER NOTICE NO. PM/PPSP/Tender/Guest House/NIT-05 Date: 28/04/2023

NAME OF THE WORK: **ENGAGEMENT OF AGENCY ON CONTRACT BASIS FOR UPKEEPING, MAINTENANCE AND RUNNING CATERING SERVICE OF THE P.P.S.P NEW GUEST HOUSE AND EXTENSION COUNTER AT PPSP TOWNSHIP AT BARRIYA AT PPSP SITE, BAGMUNDI, PURULIA.**

Schedule of Dates for Tendering:

Sl. No.	Activity	Date & Time
1.	Bid Document collection start date, which will be published in the website of WBSEDCL www.wbsedcl.in	02/05/2023 at 11.00 Hrs
2.	Last date of Pre-bid query submission through official email i.e. ppsphq@wbsedcl.in	08/05/2023 at 11.00 Hrs
3.	Date of Pre-bid Meeting	11/05/2023 at 12.00 Hrs
4.	Bid submission start date	12/05/2023 at 11.00 Hrs
5.	Bid submission end date	19/05/2023 upto 14.00 Hrs
6.	Techno-commercial Bid opening date (Cover-I)	19/05/2023 at 15.00 Hrs
7.	Financial Bid opening date (Cover-II)	Will be intimated later on



SECTION - I

NOTICE INVITING TENDER (NIT)



SECTION -I:NOTICE INVITING TENDER

NOTICE INVITING TENDER

TENDER NOTICE NO. PM/PPSP/Tender/Guest House/NIT-05 Date: 28/04/2023

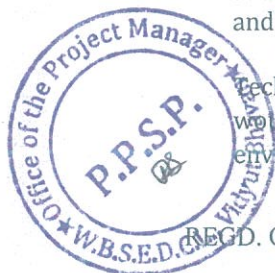
Sealed tenders are hereby invited by the WBSEDCL from bonafide, experienced, resourceful agencies of State / Central Govt., State / Central Govt. undertaking, Statutory bodies constituted under the statute of State / Central Govt. with their own seal superscribed by envelope with the name of the work, Tender Notice No. with date for the under mentioned work at P.P.S.P Site, Bagmundi, Purulia-723152.

NAME OF THE WORK	ENGAGEMENT OF AGENCY ON CONTRACT BASIS FOR UPKEEPING, MAINTENANCE AND RUNNING CATERING SERVICE OF THE P.P.S.P NEW GUEST HOUSE AND EXTENSION COUNTER AT PPSP TOWNSHIP AT BARRIYA AT PPSP SITE, BAGMUNDI, PURULIA.
PLACE OF CONTRACT	PPSP Site, Bagmundi, Purulia, West Bengal.
PERIOD OF CONTRACT	2 (Two) years.(Extendable for a further 01 (One) Year based on performance).
ELIGIBILITY CRITERIA	(A) Technical: i) Minimum 5 (Five) years' experience regarding housekeeping, upkeep, maintenance, and running catering service in guest houses of any Government / Semi-Government / PSU concern (both state and central). ii) Performance Certificate: Atleast for 01 year out of 05 years. (B) Financial: Minimum average annual turnover for last three FY.i.e 2019-20, 2020-21, 2021-22 shall be 30% of the estimated cost.
ESTIMATED AMOUNT	Rs4776131.00/- per annum (Excluding GST). GST will be paid extra as applicable.
EARNEST MONEY	Rs. 95523.00/- (which is @2% of Rs.4776131/-) in the form of Pay Order / Demand Draft in the name of West Bengal State Distribution Company Limited, issued from Scheduled Commercial Bank payable at Kolkata.
COLLECTION OF TENDER PAPER	Tender papers may be downloaded from the website of WBSEDCL (www.wbsedcl.in) or may be collected from the office of the Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, Vidyut Bhavan (5th Floor), "A Block", Bidhannagar, Kolkata - 700 091, West Bengal, India, against submission of request letter in letter head of the company for obtaining the same by the respective agencies.
CONTACT DETAILS	033-23197255/033-23591951
VALIDITY OF OFFER	180 Days from the date of Opening of Price Bid.
PLACE FOR SUBMISSION OF TENDER PAPER	Office of the Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, Vidyut Bhavan (5th Floor), "A Block", Bidhannagar, Kolkata - 700091, West Bengal, India

- A. Tender shall be of two parts bids, Part I: Techno Commercial Bid & Part II: Price Bid which are to be submitted in separate sealed cover. The Cover-I (1st Envelope) shall contain self-attested copies of experience certificate, performance certificate from the employer, self-attested photocopies of Final GST registration documents, PAN Card, Income Tax return (ITR) for the FY 2019-20, 2020-21 and 2021-22, EPF and ESIC registration certificate, valid food license issued by the Food Safety & Standard Authority of India and other credentials as required together with EMD amount and the Cover-II (2nd Envelope) shall contain the Price Bid in the matter. Name of the work, tender number and date and words "Cover I" and Techno Commercial Bid should be clearly written on the front side of the 1st Envelope (Cover-I). Name of work, tender number and date and words "Cover II" and Price Bid shall be clearly written on the front side of the 2nd Envelope (Cover-II). The above two cover shall be placed in a 3rd Envelope and shall be submitted in properly sealed condition super scribing Tender Notice Number and date, name of the work and number. of covers inside with mentioning tenderer's name and seal.

After opening of the Cover- I (1st envelope), the bidders who would be found to have fulfilled all the Techno Commercial eligibility criteria and would have all the required credentials as referred above, would be considered as Techno Commercially eligible bidders. Subsequent to that, the Cover-II (2nd envelope) containing the price bids will only be opened for the bidders who are found to be Techno

REGD. OFFICE: BIDYUT BHAVAN, BLOCK -DJ, SECTOR -II, BIDHANNAGAR, KOLKATA - 700 091,
CIN - U40109WB2007SGC113473 WEBSITE: www.wbsedcl.in



Commercially Eligible in the matter. Final Evaluation of tender / bids would be done on the basis of the percentage quoted on "A" at the price bid in the instant matter.

- B. The tender application under sealed cover shall have to be received by the undersigned up to 14.00 Hrs. of 19/05/2023 and will be opened on the same day at 15.00 Hrs. in presence of the attending tenderers or their authorized representatives.

The intending tenderers shall carry with them experience / performance certificate, self-attested photocopies final GST Certificate, PAN Card, Income Tax return (ITR) for the FY 2019-20, 2020-21 and 2021-22, EPF and ESIC registration certificate, valid food license issued by the Food Safety & Standard Authority of India and other credentials along with the originals (for verification). If any problem is found with the above mentioned documents, the particular tender application will not be considered for tendering process.

- C. The bidder at the bidder's own responsibility and risk may visit and examine the site of works and its surrounding 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.
- D. 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.
- E. Prospective applicant is advised to note carefully the minimum qualification criteria before tendering the bids.
- F. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
- G. Conditional/Incomplete tender will not be accepted under any circumstances.
- H. Tenders received after due date and time will not be considered under any circumstances.
- I. The applicable Goods & Service Tax will be paid extra as per GST Act 2017.

J. Communication Address:-

Office of the Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, Vidyut Bhavan, 5th Floor, "A Block", Bidhannagar, Kolkata - 700091, West Bengal, India
Phone no: 033-23591951/8900793302, e-mail ID: ppsphq@wbsecl.in

- K. The successful bidder shall have to submit Performance Security, Indemnity bond, execute Agreement in the prescribed format before commencement of work & also to submit authenticated valid documents regarding compliance of all applicable labour laws and the rules thereof during execution of the work.
- L. If the Office happens to be closed on the last date of receipt of application, issue of bid documents and/or on the date of receipt/opening of tender, the next working day (except Saturday) at the same time & venue shall be applicable for the said purpose.
- M. The WBSEDCL does not bind itself to accept the lowest bidder and reserve 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.
- N. The WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

As per
28/4/2023

Chief Engineer & Project Manager
Purulia Pumped Storage Project

Memo No. PM/PPSP/Tender/Guest House/28 (i-vi)
28/04/2023

Date:

Copy forwarded for kind information and necessary actions please to:-

1. The ACE & PSIC, PPSP Site.
2. The Superintending Engineer (E), PPSP H.Q, WBSEDCL.
3. The Manager (F&A), PPSP H.Q, WBSEDCL.
4. The Manager (HR&A), PPSP Site, WBSEDCL, Bagmundi, Purulia.
5. The Asst. Manager (F&A), PPSP Site, WBSEDCL, Bagmundi, Purulia.
6. Case File/Office Copy.

Chief Engineer & Project Manager
Purulia Pumped Storage Project

SECTION - II

INSTRUCTION TO BIDDERS (ITB)



SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL:

- i. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- ii. If the envelope is not sealed or marked as indicated, the WBSEDCL would not be responsible for the misplacement or premature opening of the tender. Sealed tender document as specified shall be submitted in specified tender box kept in the Project Office before due date and time of submission of tender. Tender submitted after due date and time will not be considered.
- iii. The tenderer will have to quote their percentage on "A" Strictly in the format furnished in the tender documents.
- iv. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- v. Revised purchase policy of the WBSEDCL will be applicable in respect of performance of the contract. Bidders are requested to go through the Revised Purchase Policy of WBSEDCL which is available on the website of the company at www.wbsedcl.in

B. RESPONSIBILITY OF BIDDERS:

- i. 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, specifications 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.
- v. The whole work included in the contract shall be carried out by the agency and shall not directly entrust and engage or indirectly transfer assign or sublet the contract or any part or share thereof or interest therein without the written consent of the Controlling Officer and no undertaking shall relieve the agency from the responsibility of the contract from active superintendence of the work. In case of breach, WBSEDCL shall be at liberty to serve notice and rescind the contract along with forfeiting of EMD, and may invoke the Bank guarantee/ Performance guarantee if required.

C. 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.

D. BID PRICES

- a. The bidder shall quote their profit percentage at the appropriate box on "A" in BID SHEET
- b. The quoted percentage should be firm. There will be no price variation during the pendency of the contract period or thereafter, except the revision of minimum wages as notified from time to time by The Joint Labour Commissioner, Govt of West Bengal. The profit percentage will also be effected on revision of minimum wages.

Provisions of GST shall be as per GST Act 2017.



EARNEST MONEY DEPOSIT(EMD)/ BID SECURITY

The Earnest Money amounting to Rs. 95523/- (Rupees Nity five thousand five hundred and twenty three only) shall have to be submitted in the form of Banker's Cheque/Demand Draft to be drawn in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Kolkata. In case, WBSEDCL cancel the Tender on its own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently, for which a request letter has to be initiated by the authorised tender applicant.

1. FORFEITURE OF EMD

EMD shall be forfeited, if

- a) The Bidder modifies/withdraws the Bid after Bid opening and during the period of Bid Validity and/or,
- b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
- c) The bidder has been found guilty of Formation of Cartel.
- d) The successful bidder fails within the specified time limit to Sign the Contract Agreement and/or,
- e) The successful bidder fails within the specified time limit to submit the Contract performance/Performance security.
- f) The successful bidder fails to submit unconditional Acceptance of LAO/ PO within the specified time limit.

2. PROCESS TO BE CONFIDENTIAL

- a) 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.
- b) 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.

3. TIME SCHEDULE

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

4. EVALUATION AND COMPARISON OF BIDS

- a) The bids shall be evaluated on the basis of the profit percentage quoted for the work covered under this bid document.
- b) 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.
- c) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation

5. STATUTORY TAXES

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. Provisions of GST will be applicable as per GST Act 2017.

6. 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.

7. LANGUAGE AND MEASURES

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions or any other writings be written in English language.

8. CORRUPT OR FRAUDULENT PRACTISE

WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the 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:



- a) "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
 - b) "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.
 - c) WBSEDCL 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.
 - d) 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.
9. **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. The percentage profit quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion of the work as discussed in the tender document.
10. **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. 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. will be the part of the contract documents.
11. **BID VALIDITY**
Bids shall remain valid for a period of 180(One hundred eighty) days from the opening of price Bid. In exceptional circumstances, prior to expiry of the original time limit, the WBSEDCL may request that the bidders may extend the period of validity for a specified additional period.
12. **DEVIATION :**
This tender is a 'No Deviation' tender.
13. **RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS**
The WBSEDCL reserves the right to reject any or all the offers without assigning any reason whatsoever.



ON NON JUDICIAL STAMP PAPER

ANNEXURE -A

UNDERTAKING BY THE BIDDER

I, _____, Partner/Legal Attorney/Accredited representative of
M/S _____, solemnly declare that:

1. We are submitting Tender for the Work _____ against
Tender Notice No _____ Dated _____
2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect 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 Tenderer

Dated _____



ON LETTER HEAD

ANNEXURE-B

LETTER OF BID

Dear Sir,

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

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us. We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated _____



ON LETTER HEAD

ANNEXURE-C

Dated: _____

DECLARATION BY THE TENDERER

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.

Signature of Tenderer

Postal address of the Tenderer



SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION- III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF TERMS:

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- i. The 'Company'/'Employer'/'Department/ Purchaser shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (WBSEDCL), having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata - 700091 and shall include its successors and assigns.
- ii. The 'Engineer-in-Charge' shall mean the Engineer designated by the Company for the purpose of this contract. He will authorize the Controlling Officer and Supervising Officer for carrying out the work.
- iii. 'Company's representative' shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect the work.
- iv. The 'Contractor' shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- v. 'General conditions' shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- vi. The term 'Services' shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- vii. Day' means a calendar day beginning and ending midnight.
- viii. 'Month'/'Calendar month' means not only the period from the first of particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- ix. 'Week' means seven consecutive calendar days.
- x. 'Writing' shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xi. Approval' shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified or otherwise.
- xii. 'Labourer' shall mean all categories of labour engaged by the Contractor, and his piece workers for work in connection with the execution of the worked covered. All these labourers will be deemed to be employed primarily by the Contractor.

2. NAME OF THE WORK

Engagement of Agency on Contract basis for Upkeeping, Maintenance and Running Catering Service of the P.P.S.P New Guest House and Extension Counter at PPSP Township at Barriya at PPSP Site, Bagmundi, Purulia.

3. CONTROLLING OFFICER'S DECISION

Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer.

4. COMMENCEMENT & COMPLETION TIME

The Contract will be for a period of 2(Two) years from the date of commencement, with a provision to extend the period for a further of 01 (One) year considering the satisfactory performance of the agency and if the Agency agrees to the extension of contract on same rate, terms & condition.

5. FORCE MAJEURE

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo.
- b) Rebellion, revolution, insurrection, military power and civil war.
- c) Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors.
- d) Earthquake, flood, cyclone and such other natural disaster affecting



Contractor's work.

WBSEDCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.

Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.

6. SCOPE OF WORK: The scope of work is defined in Section IV of the tender documents.
7. DEDUCTION ON ACCOUNT OF DEFICIENCY IN SERVICE: If the agency fails to provide satisfactory services as per specification of the contract due to paucity of man or incompetency or irregularity or negligence or any other reasons, then proportionate amount equivalent to the no. of man day or part thereof (Rate of man day will be determined on the basis of their respective category and rate of wages as shown in the entrusted agencies monthly acquaintance for labour payments) will be deducted from the monthly bill. The decision of the Controlling Officer is final and binding in respect of such situation.
Utensils and crockeries shall be provided by the WBSEDCL, against dated receipt of the materials and any loss same shall be adjusted from the security deposit due to loss/broken of utensils and crockeries.
8. TAXES AND GOVT. DUTIES: Income Tax and all other Taxes and Duties will be deducted from Agency's bills as per prevailing rates. GST shall be paid extra as per prevailing rate.
9. STATUTORY OBLIGATION RELATING TO CONTRACT LABOUR TO BE COMPLIED WITH DURING THE PENDENCY OF THE CONTRACT:
 - i) Basic Wages: The agency shall have to ensure the payment of basic wages to all the labourers /employees engaged for the contract. The basic wage must not be less than the rate of minimum wages as published by Labour Department, Govt. of West Bengal. The agency shall maintain the wage register. The monthly bills must be accompanied with the acquaintance roll (Wage Sheet) showing payment of wages within the 7th of every month.
The agency shall abide by the provisions made in the Contract Labour (R&A) Act, 1970 with the latest amendments thereon. Minimum wages shall be enhanced from time to time, as per Notification of Joint Labour Commissioner, Govt. of West Bengal. This enhanced rate of minimum wages has to be paid by the agency to their contract labors. Minimum wages and its statutory components will be reimbursed on submission of authenticated documents, as per notification of minimum wages from Labour Department, Govt. of West Bengal.

Minimum wages for 6(six) month's w.e.f. 01.01.2023 to 30.06.2023 as per Circular vide memo no: 123/ Stat/ 4RW/11/2022/LCS/JLC dated 27/12/2022 of Jt. Labour Commissioner, Govt. of West Bengal, are as follows

- i. Highly Skilled ₹ 13019.00 per month.
- ii. Skilled ₹ 11836.00 per month.
- iii. Semi-skilled ₹ 10759.00 per month.
- iv. Unskilled ₹ 9781.00 per month.

The above rate(s) will be revised as per notification of rate revision by the Office of Labour Commissioner, Govt. of West Bengal, from time to time.

Expenses for Purchase and maintenance of Uniform to be reimbursed, maximum @ ₹ 1000.00 per person or actual expenditure whichever is less, each year. However GST Tax invoice to be submitted for the same and certified by the Nodal and Controlling Officer.

- ii) Employees' Identification: The contractor shall submit his employees' identification to the Controlling Officer. For this purpose, submission of photo employment card in duplicate in Form XIV (prescribed format) under Rule-76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971 shall be done.

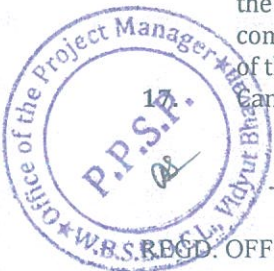
Labour License: The contractor has to furnish labour license, if applicable, issued by Labour Department in respect of the work as per Contract Labour (Regulation & Abolition) Act, 1970 and its amendments as applicable to the work. He has to abide by all other statutes and norms which are prevailing in the land.

Submission of P.F. Challan: Necessary formalities for maintaining Provident Fund related to engagement of labour for execution of the work shall have to be maintained by the agency. The



Company (WBSEDCL) will not take any responsibility for any payment or any liability not complied by the agency on account of labour. The agency shall have to submit the monthly EPF ECR with the Bill. All the PF deposition details should be in line with the acquaintance roll for payment of wages. The same will be verified by the verifying authority i.e., Assistant Manager / Manager (HR & A).

- v) ESIC : The agency shall comply with all the provisions of The ESIC Act 1948 and ESIC (General) Regulations 1950. ECR to be submitted along with the bills. All the ESI deposition details should be in line with the acquaintance roll for payment of wages.
- vi) Acquaintance Roll (Wage Sheet): The agency shall have to submit copy of Acquaintance Roll within 7th of every month, duly signed with date of acceptance of wages by each labour engaged by the agency along with containing the names of the contract laborers, no. of days worked and amount of P.F. subscription deducted along with monthly bills.
- vii) Payment of Bonus: Each contract laborer shall be paid Bonus as per Payment of Bonus Act-1965 & its applicable amendments thereof only as per the prevailing / current Circular or Order of WBSEDCL and authenticated document in this regard is to be submitted to the department.
- viii) Payment of Wages: The agency shall pay the wages preferably through bank accounts or in presence of the W.B.S.E.D.C.L representative, to witness and certify, at the time of payment of monthly wages within 7th of every month. Non-compliance of the same may attract administrative action as deemed fit by the Controlling Officer and will be acceptable by contractor till the order period ends.
- ix) Off Days: Each contract labour shall be given statutory off days as per relevant Act in the matter.
- x) Mandatory Submission Of Documents:-
- Labour license (issued by Labour Department), if applicable (ONCE)
 - Photo employment card in duplicate (issued by the contractor) (ONCE)
 - Monthly Wage Sheet or Bank Credit Statement / Acquaintance Roll (issued by the agency as per prescribed format containing dated receipt of each labour, paid within 7th of every month)
 - ESIC Registration Certificate (ONCE)
 - PF/ ESI Challan along with copy of ECR (in commensurate with monthly minimum wages & paid within 15th of every month).
 - Monthly attendance sheet.
 - Payment of bonus with dated receipt thereof.
 - Other statutory papers and documents as & when required as per Minimum wages Act, Contract Labour (R&A) Act, Payment of Bonus Act, EPF & MP Act, and Payment of wage Act.
10. Food License: - The contractor must possess valid food license issued by the Food Safety & Standard Authority of India.
11. Taxes and Govt. Duties: Statutory deductions will be deducted from Agency's bills as per provision of prevailing Act.
12. The authority will have the right to enforce any other rules/regulations in addition of the above.
13. W.B.S.E.D.C.L reserves the right to withdraw the LOA/ PO at its discretion as the case may be on issuance of one month's notice.
14. CONTRACT AGREEMENT:
The contractor shall have to execute a Contract Agreement in the prescribed format of WBSEDCL within 30 days from the date of placement of the order at your own cost.
15. LEGAL JURISDICTION:
If any dispute or difference arises pertaining to this contract / order or any other terms and conditions of the contract/ order including its execution, such dispute/ difference shall be subject to settlement under the jurisdiction of court at Kolkata.
16. RISK PURCHASE CLAUSE:
If the vendor fails to provide the services as per specification, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Agency.
Canvassing in connection with the tender is strictly prohibited.



18. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of his eligibility criteria. If any document submitted by a Bidder is either incorrect / manufactured / fabricated or false at any stage, his tender will be out rightly rejected and legal action will be taken against him.
19. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tenders without assigning any reasons whatsoever.
20. The WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
21. ISSUANCE AND DELIVERY OF MATERIALS: Utensils, cookeries, filters etc. will be supplied by the WBSEDCL as per requirement. It is the liability of the agency to keep the materials safe.
23. CONTROLLING OFFICER: The Addl. CE & Project-Site-In-Charge, PPSP Site is the Controlling Officer for this job. The agency will have to place the Visitors Register and other documents to the controlling officer or his/ her authorized representative for monthly check up. If the agency faces any difficulties in maintaining smooth work, the same has to be brought to the notice of the controlling officer immediately.
24. NODAL OFFICER: The Manager (HR&A), PPSP Site, WBSEDCL will be the Nodal Officer. All necessary compliance of labour laws prior to effecting monthly bills shall be verified & certified by the Nodal Officer.
25. PAYING OFFICER: The Asst. Manager (F&A), PPSP Site is the Paying Authority. Monthly bill is to be submitted in triplicate to the Controlling Officer for payment in due course. The monthly payment will be released subject to the conditions that monthly collection received from the visitors have duly been deposited in the accounts section of PPSP Site and after through checkup of all the documents.
26. OTHER CONDITION
 - a) The floors of the Guest Houses including the Extension counter at Barriya, must be cleaned with water and disinfectant like phenol, Dettol, Lizol etc. twice a week.
 - b) All the rooms of the Guest Houses including the Extension counter at Barriya are to be swept daily. At the time of sweeping, due care is to be taken for sweeping the carpeted floor (if any) as necessary.
 - c) All the furniture of the Guest Houses and the Extension counter at Barriya have to be dusted regularly.
 - d) Sanitation pipe of the rooms of the Guest Houses and the Extension counter at Barriya are to be checked regularly and to be cleaned whenever it would be necessary.
 - e) Water pipe line connected with the Guest Houses source is to be maintained properly to confirm uninterrupted water supply at the Guest House and the Extension counter at Barriya.
 - f) Bed sheets, pillow covers, towels are to be cleaned after each and every use of the occupant of the Guest Houses and the Extension counter at Barriya. Curtains should be washed to ensure proper sanitization.
 - g) The TV sets placed in rooms and in the lounge of the Guest Houses, are to be taken care of, including regular dusting.
 - h) Dining hall and furniture of the Guest Houses and the Extension counter at Barriya are to be cleaned properly so that they remain neat and clean all the time. Kitchen must be cleaned twice daily in the morning and evening to maintain proper hygiene, including disposal of garbage. The kitchen chimney shall have to be cleaned and maintained after every two months by engaging expert service provider for the overall maintenance of hygiene at the kitchen of such Guest Houses.
 - i) If performance of the Contractor is observed to be poor or unsatisfactory, the Company will have every right to deduct necessary amount from the monthly bills of the contractor in question and may withdraw / terminate the order by serving one month's notice.
 - j) Catering service of the Guest Houses is to be rendered to the occupants of the Guest Houses only and to those people authorized by the project authority/controlling officer.
 - k) Only fresh and good quality food items as required are to be served.
 - l) Quantity and quality of various food items should strictly conform to the specifications.
 - m) The Contractor may have to provide round the clock service, if the situation so demands.
27. MAINTENANCE OF REGISTERS: The agency shall have to maintain following registers properly:
 - i. Visitors' register :
 - a. At the time of boarding : All details i.e. name of visitor with full address, name of organization, place of posting, date and time of occupation, room no, number of beds occupied, A.C. or Non A.C. rooms, Rate per day, signature of boarder are to be entered properly in the visitors' register.
 - b. At the time of departure: Amount realized on account of bed charges including date and time of departure etc. with signature of the boarder are to be entered in the register. The



agency shall have to place the Visitors' register along with other documents, if any, to the controlling Officer or his authorized representative in the 1st week of the every month for verification and/or whenever directed by the controlling officer or his authorized representative.

- ii. Register for utensils: Maintenance of existing register is to be continued. 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.
- iii. Register for furniture & other materials: For recording details of furniture, bed sheet, towels, curtains, pillow covers, blankets, mattress, mosquito nets 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 consumables) is found lost during examination or during the contract period, the amount of the same will be realized from your monthly bill. The existing register may be continued for this purpose. 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.

28. **WORKING PERSONNEL:** - The Contractor must engage the following personnel for managing, cooking, attending to visitors and to look after their amenities at the Guest House and the Extension counter at Barriya.

Sl No.	Classification	Number of Workers
1.	Highly Skilled (Manager)	1
2.	Skilled (Receptionist)	1
3.	Skilled (Cook)	2
4.	Semi-skilled (Assistant Cook)	4
5.	Unskilled (Helper)	5
6.	Unskilled (Room Attendant)	7
7.	Unskilled (Sweeper)	4
8.	TOTAL	24

The Contractor will have to submit names and addresses of the workmen to be engaged for this job to the controlling officer. Only after obtaining consent of the project authority, he can engage those employees. The minimum wages are to be provided to them as per norms of the Govt. of W.B., No under aged personnel shall be engaged for rendering the maintenance and catering Service at the Guest House, and the Extension counter at Barriya, at PPSP Site, at Bagmundi, Purulia. The violation of the same shall attract penal action as per relevant Act. & the penalty has to be borne by the agency.

29. **SUPERVISION OF WORK:** - The contractor shall be solely responsible for the supervision and execution of the entire job to be performed day-to-day as per the contract and for satisfaction of the occupants of the Guest Houses. The contractor and the personnel engaged by him/ her shall receive and execute all the instructions given by the controlling officer or the officer authorized by him/ her.
30. **DISMISSAL OF WORKMEN:** The agency shall on the request of the Controlling officer immediately dismiss from work any person employed thereon by him, who may in the opinion of the Controlling Officer be unsuitable or incompetent or who may have indulged in any form of misconduct. Such discharge shall not be the basis of any claim for compensation or damages against the Controlling Officer or any other Officer or Employee. The agency shall take necessary steps as per the law in such situations.
31. **PRICE BID:-**
The bidders shall have to quote their profit percentage against "A" only. Offering prices against the "A" in the price bid referred above in the negative (-) by any bidder will liable the bid / offer to be cancelled.
32. The contractor shall have to provide and supply different food items as per the list mentioned in the Section - IV, only as per the approved rate as were mentioned against each item therein, during the period of contract.
33. If situation so arises in future, we may ask the entrusted / engaged agency in the instant matter to cater and provide additional manpower in the unskilled category only as per the approved rates of the labour department, Govt. of West Bengal as were fixed in the related classification of works in the matter, for the smooth and unhindered execution of the subject matter works, subject to maximum of 05 (Five) nos. during the visit of VVIPs with the written order of Controlling officer.
34. **COLLECTION OF CHARGES:** - The Contractor will have to collect necessary charges from the occupants for their stay at Guest Houses as per W.B.S.E.D.C.L's approved rate. He will have to deposit the collected amount to the F&A section of PPSP Site within the 7th of every month positively. In case of less recovery



or non-recovery of Guest House rents, the contractor would be responsible for submission of the short fall amount. The agency will have to collect the charges in respect of Guest House rents and food stuff supplied to the visitors or other authorized personnel at their own responsibility.

35. **FUEL AND ELECTRICITY:** - Electricity for domestic/fuel purposes will be supplied by the WBSEDCL free of cost, but in case of power failure the contractor must ensure to make arrangements for cooking gas at their own cost without fail. Replacement of electrical installations/fittings such as emergency lamp, geyser, electrical wiring, light fittings, bulbs, fluorescent tubes etc. of the Guest House shall be maintained by the Company at the Company's cost. All installations of the Guest House will remain in the agency's custody and they will remain responsible for security of those items. In case of any damage/defect, the same is to be intimated immediately to the controlling officer for further action.
36. **MAINTENANCE OF A WAGE REGISTER:-**
The agency shall maintain a wage register duly signed by the labourers/employees and witnessed by the Asst. Manager /Manager. (HR&A) or his/ her authorized representative of WBSEDCL.
37. **PERFORMANCE SECURITY / SECURITY DEPOSIT:** - The contractor within thirty (30) days of award of contract shall furnish at his own cost an unconditional, irrevocable Bank Guarantee from an Scheduled commercial Bank for an amount equal to Ten percent (10%) of the contract value for faithful and due fulfilment by the contractor of all obligations under the terms and conditions of the contract. The validity of the Bank Guarantee shall be upto 3(three) months after the expiry of the period of contract, with a claim period for another 6 (six) months and same may be extended from time to time, if required.
The form and content of the aforesaid guarantee shall be according to the Proforma enclosed herewith. The Guarantee shall be provided for payment there from of any damage to WBSEDCL for failure of the contractor to meet its obligation under the contract. The Bank Guarantee shall be returned when the entire obligation under the contract have been duly fulfilled.
In lieu of Performance Security/ Security Deposit, the contractor may deposit Ten percent (10%) of the contract amount in the form of Crossed Bank Draft issued by an Scheduled Commercial Bank drawn in favour of West Bengal State Electricity Distribution Company Limited, payable at "Matha", Bagmundi, Purulia.
Performance Bank Guarantee / Security Deposit shall be returned when the entire obligation under the contract have been duly fulfilled and on submission of a request letter thereof. No interest shall be paid on the Security deposit.
The security deposit should be furnished to the paying officer under intimation to Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL.
38. Joint venture / Consortium will not be allowed for participation in this instant Tender.
39. **INDEMNITY BOND:** the contractor (successful L1 bidder) shall have to produce Indemnity Bond as per the Proforma within stipulated time as mentioned in the PO to the Controlling Officer of the Work.
40. **LIMITATION OF LIABILITY:** except in case of criminal negligence or wilful misconduct,
a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the Party in the Contract, and
b) The aggregate liability of the contractor to the Employer, whether under the contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the bid document to the contract price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer'.

41. **WBSEDCL'S RIGHT TO TERMINATE CONTRACT & HOLIDAY LISTING**

If the contractor neglects, or fails to proceed with the job or fails to provide services as specified in tender document, the West Bengal State Electricity Distribution Company Limited shall have right to terminate the order after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days of such notice, to proceed with the job in the manner notified, West Bengal State Electricity Distribution Company Limited shall terminate the contract.

In that case, WBSEDCL shall take possession of the Guest Houses and engage other agency to complete the job. Extra cost, if incurred, to get the job done through other agency, will be realized from him from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against West Bengal State Electricity Distribution Company Limited for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.

The contractor may be subject to holiday listing as per company's policy.



42. RULES AND REGULATIONS

The Contractor shall abide provisions of the following acts & laws strictly:

- a) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable.
- c) Minimum wages to the workers will be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- d) Workmen's Compensation Act 1923.
- e) Contract Labour Regulation and Abolition Act 1970.



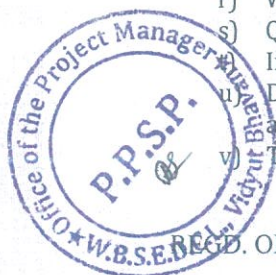
SECTION – IV

Special Terms and conditions



SECTION IV: SPECIAL TERMS AND CONDITIONS

1. Scope of work: The antecedents of the work force to be engaged by the agency must be checked for any Criminal or other proceeding being pending and shall be engaged only after being fully satisfied by the engaged work force. You have to provide services of one Manager (High Skilled Category) for supervising the entire job related to day-to-day upkeeping, housekeeping, maintenance, supervision and Catering Services at Guest House / Inspection Bungalow, two senior cook (skilled category), one cook (skilled category) and two assistant cook (semi-skilled category), three helpers (unskilled category) for cooking foods and assisting in cooking, serving food and allied works, seven no. room attendants (unskilled category) for attending the guests and visitors at different rooms of the Guest House, and one sweeper (unskilled category) for sweeping, swabbing, cleaning, washing and allied works. These persons will be responsible for the works mentioned hereunder :
 - a) Manager : He will be responsible for the entire job related to day-to-day upkeeping, housekeeping, maintenance, supervision and Catering Services at the Guest House / Inspection Bungalow, supervising the works of cook, helpers, room attendants, sweepers and other persons engaged for carrying out the works as specified. He will be responsible for maintaining various registers, collection of bed charges and food charges as per rate and manner specified, display of rate chart of food stuff and bed charges at appropriate places, care of property of WBSedCL, water supply, proper and interruption free service and all other services required for faithful execution of day-to-day maintenance, supervision, upkeepment and catering services at Guest House/ Inspection Bungalow and allied works.
 - b) Receptionist: Shall be minimum Higher Secondary pass and should Read, Write and Speak with fluency Bangali, Hindi and English languages. He will be responsible for attending calls, booking of accommodation, collection of charges and to supervise the requirements of the boarders as per instruction of the Manager.
 - c) Cooks and Assistant cooks: They will be responsible for day-to-day food processing in hygienic condition as and when required maintaining the quality and quantity of food items as per standard specified with utilization of crockery and utensils of the company with due care,
 - d) Helpers: They will help in cooking, serving the food, washing the utensils and crockeries, attending the guests, helping in room service etc.,
 - e) Room attendants: They will be responsible for attending the guests and visitors at different rooms of the Guest House, dusting the furniture and fixtures, keeping rooms in clean & tidy condition, regular opening of doors and windows for fresh air circulation when rooms are not in use., washing and drying up all bed materials in sunlight, cleaning of all rooms, staircase, veranda, kitchen and dining hall, common rooms etc.
 - f) Sweeper: They will be responsible for sweeping, swabbing, cleaning, washing and allied works at the Guest House and its surroundings.
 - g) Supervision of works: All rooms including common veranda, Dining hall, Kitchen, Drawing Rooms, Conference hall etc. are to be cleaned every day.
 - h) All rooms including common veranda, Dining hall, Kitchen, Drawing Rooms, Conference hall etc. are to be cleaned with Phenyl twice in a week.
 - i) All furniture are to be cleaned with dry cloth every day.
 - j) All bed materials viz Pillow, mattress, blankets, bedcovers etc are to be dried up in sunlight once in every month. Naphthalene balls are to be placed at the storing place of these materials.
 - k) Bed sheet, Pillow covers, towels etc. are to be cleaned & ironed properly after every use. Cost of Washing and Ironing are to be borne by the agency.
 - l) Refrigerators are to be handled with due care. Cleaning of the same is to be done in regular manner.
 - m) All toilets are to be cleaned regularly with disinfectants. Naphthalene balls are to be placed at every basin and other places where required.
 - n) Sanitation pipes of all bath rooms are to be cleaned properly.
 - o) Water supply lines connected to I.B. are to be maintained properly to avoid any interruption of water supply.
 - p) Floor of Dining hall and kitchen are to be kept neat and clean and should be washed regularly with phenyl/ detergent.
 - q) Curtains are to be washed once in a month.
 - r) Watering of the plants within I.B. premises are to be done twice in a day (morning & evening)
 - s) Quality and quantity of food items are to be maintained strictly as per standard.
If required, round the clock services are to be provided.
 - t) Drinking Water from Aqua guard/ safe drinking water is to be supplied by you to the employees as and when required. Aqua guard has been installed by WBSedCL.
 - u) TV sets are to be kept in clean condition and also covered when not in use.



- w) Day-to-day supply and distribution of food-stuff to the Boarders & officials of WBSEDCL are to be made as per prescribed rate of food-stuff.
- x) Bed charges and food-stuff charges are to be displayed appropriately in the I.B.
- y) Crockeries and utensils of the company shall have to be handled with due care.
- z) Supervision of the entire services/job are to be carried out by deploying personnel as specified in the tender document.
2. Accommodation at Guest House/ Inspection Bungalow: Only persons/officials authorized by the controlling officer or his authorized representative shall be allowed to stay in Guest House/ Inspection Bungalow. No other person shall be allowed to stay.
3. Collection of charges: The agency shall have to collect necessary boarding charges as per company's approved rate from the visitors/boarders for their stay at Guest House/ Inspection Bungalow. The collected amount of the particular month shall be deposited in 1st week of the following month to the Asstt. Manager (F&A), PPSP Site through controlling officer of the work. Charges for supply and distribution of foodstuff are to be collected by the agency as per prescribed rate of Foodstuff.
4. Accidents: The agency shall inform any incident of accident, fire, damage of property, during the course of carrying out work to the Controlling Officer immediately.
5. The agency shall follow all the protocol of COVID-19 as issued by the appropriate Govt. from time to time.
6. Fixed rate of foodstuff: The foodstuff to the boarders of Guest House/ Inspection Bungalow and officials of the WBSEDCL are to be provided at the following rates :

Sl. No.	Name of food items	Rates / Prices fixed and finalized (Rs.)
1	Tea per cup	5.00
2	Tea in pot (2 cups)	10.00
3	Coffee per cup	10.00
4	Coffee in pot (two cups)	20.00
5	Biscuit (Pkt) Good Day/Cream Cracker	MRP
6	Omelette (single)	10.00
7	Omelette (double)	20.00
8	Poach/boiled egg	10.00
9	Pakora (veg 8pc) per plate	20.00
10	Pakora (Chicken 8pc) per plate	50.00
11	BREAKFAST:-	
a.	Plain Parathas – 3 pcs./chapatti – 4 pcs, Veg. – 1 plates (150 gm.)	20.00
b.	Toast, butter/jelly – 4 pcs. Without omelette	10.00
c.	Veg Chowmin (big) – full plate	25.00
d.	Non-veg. Chowmin (Egg) – full plate	30.00
e.	Curd (100 gms.)	10.00
f.	Cake (Britannia)	MRP
g.	Singara (2 Pcs.)	10.00
h.	Seasonal Fruits	As per actual market price.
12	PURE VEGETARIAN MEAL:-	
a.	Luchi 8 Pcs. With aludum/Channa curry + Sweet 1 Pc	35.00
b.	Rice (100 gm., uncooked rice)/Chapati (8 pcs), Dal, Bhaji, 2 Veg. Curry, papad/salad, chutney/lemon.	35.00
13	NON-VEGETARIAN FULL MEAL:-	
a	Rice (100 gms, uncooked rice)/Chapati (8 pcs), Dal, 1 veg. Curry, salad/papad, chutney/lemon.	40.00
	(i) with one egg curry.	
	(ii) with one fish curry (75 gm.)	50.00
	(iii) with four pcs. Mutton curry (100 gm)	110.00
	(iv) with four pcs. Chicken curry (150 gm)	66.00
14	RATE FOR EXTRA MEALS:-	
a.	Paratha (each)	5.00
b.	Chapati (each)	2.00
c.	Dal (per bowl)	7.00

d.	Rice/per plate	6.00
15	SPECIAL DISH/ITEMS:-	
a.	Veg. fried rice (per plate)/Pulao + Chana Dal/Aludum	50.00
b.	Veg. fried rice (per plate)/Pulao + Chicken Kasha150 gm.	80.00
c.	Veg. fried rice (per plate)/Pulao + Chilli Chicken 150 gm.	80.00
d.	Sweet 1Pc	10.00
16	SPECIAL MENU FOR VIP MEAL (THALI SYSTEM):-	
a.	Basmati rice/chapatti with dal, one veg., one bhaji, Paneer, chutney, fried papad and salad wih sweet/curd	100.00
b.	-do- with mutton curry (100gm)	193.00
c.	-do- with 2 types fish curry	140.00
d.	-do- with chicken curry (150gm)	165.00
e.	Special tea (per cup)	8.00
f.	Pure milk coffee	15.00

- Timings:

Morning tea	: 6:30AM to 8:00AM.
Breakfast	: 7:30AM to 9:30AM
Lunch	: 12:30PM to 02:30 PM
Snacks&Tea	: 5:00 PM to 7:30 PM
Dinner	: 8:30 PM to 10:30 PM
- Cooking medium and spices –
 - Fresh and good quality mustard and refined oil available in the market may be used for cooking purpose.
 - Cookme/ Everest/ Sunrise/ MDH etc. brands of spices should be used for cooking purpose of veg. and non-veg. meals.
- Fuel: The agency has to arrange for commercial LPG for cooking purposes. Necessary arrangement including safety & security is to be provided.
- Hygiene & Cleanness: The agency should keep clean the Kitchen, dining table and dining area every time. Two times sweeping on floor of kitchen every day and Washing of Dining area every day is mandatory.



SECTION - V

Price Bid / Bid-Sheet



Section-V: BID-SHEET**PRICE BID**

I agree to abide by the terms and conditions in respect of the concerned work. Accordingly, I offer to quote my rate as hereunder:-

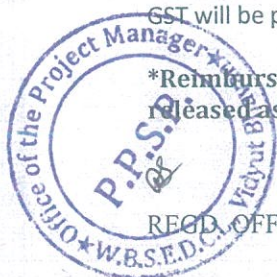
All rates are in INR

Category & Nos	No of Employee	Minimum Wages	Total wages considering Sunday and Holiday @4.6 days per month	
Manager (Highly Skilled)	1	13019	15016.44	
Receptionist (Skilled)	1	11836	13651.93	
Cook (Skilled)	2	11836	27303.87	
Asstt Cook (Semi-skilled)	4	10759	49638.78	
Helper (Unskilled)	5	9781	56408.23	
Room Attendant (Unskilled)	7	9781	78971.53	
Sweeper (Unskilled)	4	9781	45126.59	
Subtotal	24		286117	"A"
PF @ 13%			37195.26	on A
ESI/ Medclaim @3.25% as per Circular no. CLM/ 01 dated 13/07/2019			9298.81	on A
Bonus @ 8.33%			23833.58	on A
Manager's Allowance			1500.00	
Contractor's Profit per month in Percentage (%)			(To be filled by the Bidder)	on A
Reimbursement on actual of Monthly expenditure for Soap/ Detergent/ Phenyl/ Disinfectant/ Purchase of Mop/ Toiletries for all rooms/ washing of linen (Maximum)			20000	
Total Expenditure per Month (Except contractor's Profit) Approximately.			377945	
Total Expenditure per Year(Except contractor's Profit) Approximately.			4535340	
Uniform purchase & Maintenance allowance to be reimbursed @ Rs 1000/- per person per year.			24000	
Engagement of Extra manpower as per the minimum wages meant for Unskilled workers, for 24 days in a year @ 05 Nos. Maximum in any given day. (376*120) (Approx)			45120.00	
Total Cost Per Year (Except Contractor's Profit) Approximately.			4604460	

GST will be paid extra as applicable

*Reimbursement has been considered for estimation purpose, however actual payment will be released as per Tender condition.

REGD. OFFICE: BIDYUT BHAVAN, BLOCK -DJ, SECTOR -II, BIDHANNAGAR, KOLKATA - 700 091,
CIN - U40109WB2007SGC113473 WEBSITE:www.wbsedcl.in



SECTION - VI

SAMPLE FORMS

CONTENTS

Annexure	Description
Annexure-I	Contract Agreement Form
Annexure-II	Format of Indemnity Bond
Annexure-III	Format of Bank Gurantee towards Performance Security



Pro-forma for Contract Agreement
(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

ARTICLES OF AGREEMENT MADE this -----day of ----- in the year -----
-----between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY
LIMITED (WBSSEDCL), a statutory Body constituted by the Govt. of West Bengal having its head office at "Vidyut
Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred to 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 its
heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

WHEREAS the Company invited tender vide Tender Notice No -----
----- (annexed hereto) for "-----"

AND WHEREAS in pursuance of such invitation for tenders the contractor submitted a tender
vide no -----dated -----, Techno-commercial part 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 -----dt -----
----- referred to above.
2. The Company agrees to pay the Contractor as per as per Letter of Award no -----
-----dt ----- 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

Company

1) _____
Witness

1) _____
Witness

2) _____
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 thisDay 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

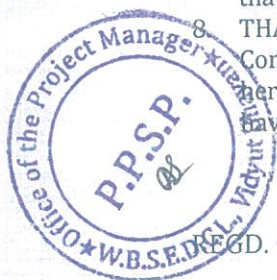
..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government Company within the meaning of sec.617 of the Company's Act, 1956 having registered office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

WHEREAS OBLIGOR/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 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/OBLIGORS is/are 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 during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. 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.
3. 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, 1948.
4. THAT the OBLIGOR/OBLIGORS further undertakes/undertake 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, 1948 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.
5. 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.
6. 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. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/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 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/OBLIGORS 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 OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, 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



REGD. OFFICE: BIDYUT BHAVAN, BLOCK -DJ, SECTOR -II, BIDHANNAGAR, KOLKATA - 700 091,

CIN - U40109WB2007SGC113473 WEBSITE: www.wbsedcl.in

bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.

9. 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.

SIGNED AND DELIVERED
BY THE OBLIGOR/OBLIGORS

.....
.....

Signature

WITNESS

1. Name, Designation
Signature

.....
.....

2. Name, Designation
Signature

.....
.....



FORMAT OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(To be furnished in a non- judicial Stamp Paper of appropriate value)

Ref. No.**Bank Guarantee No.**_____ **Date:**_____

To

The Chief Engineer & Project Manager

Purulia Pumped Storage Project

West Bengal State Electricity Distribution Company Limited (WBSEDCL)

(A Govt. of West Bengal Enterprise)

Vidyut Bhavan, A Block, 5th Floor

Sector II, Block DJ

Bidhannagar

Kolkata 700 091, India.

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd, (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(scope of work) for a Contract Price of (indicate the amount in words and figures) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract as per terms of the contract equivalent to Rs..... (indicate the amount in words and figures) being (10 %) (Ten Percent) of the said value of the Contract to the Owner, and the Contractor having approached us _____ (Bank) for furnishing such Bank Guarantee which was accepted by us.

We..... (Name & Address of Bank) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately, on demand any or all monies payable by the Contractor to the extent of Rs..... (indicate the amount in words and figures) as aforesaid at any time up to.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner may at any time within the validity and / or claimed period, as may extended from time to time, as mentioned in this guarantee enforce this guarantee by way of a letter calling upon us _____(Bank), to pay any amount limited to the amount cover under this guarantee enclosing a copy of this guarantee, and upon such enforcement, we _____(Bank) hereby agree and undertake to pay the Owner forthwith but in no case latter than fifteen (15) days from the date of issue of such letter of enforcement of the Owner of this guarantee, the amount limited to _____ (indicate the amount in figure and words) without any protest and without referring to M/s _____(Name of the Contractor) in whose instant the Bank Guarantee is executed.



The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (indicate the amount in words and figures) and it shall remain in force up to and including**(day/month/year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within or an action or suit to enforce the claim is filed against this Guarantee within including*(day/month/year) we shall be discharged from all liabilities thereafter.

Our payments hereunder shall be made to the Owner, free and clear of and without reduction by reasons of any and all present and future taxes, levies, charges of withholdings, whatsoever, imposed or collected with respect thereto.

All rights of the Owner under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless the Owner brings any action, to enforce a claim under this guarantee against the Bank within One Hundred and Eighty (180) days from the above mentioned date or from the extended date.

The Guarantee shall be governed by and construed in accordance with the law of India. In witness whereof, the Bank, through its authorised Officer, has set its hand and stamp on this ____ day of ____ 20__ at ____.

.....
(Signature of Witness)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney
No.....
Date.....

* Till 3 (Three) months after the validity of the Bank Guarantee.

** Claim period of 06 (six) months after validity of BG.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (Ten percent) of the Contract Price.
3. The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid up to three (3) month after the expiry of warranty/guarantee period. A period of Six (6) months should be added as claimed period from the last date of validity of the Bank Guarantee.
4. In case the Bank Guarantee is given by any bank situated outside West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary.
5. The Bank Guarantee shall be signed on all the pages by the authorized representatives of Bank.

