

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154



**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

**(A Government of West Bengal Enterprise)**

**NOTICE INVITING TENDER (NIT)**

**e-Procurement**

**NIT No: WBPDC/CORP/NIT/E1309/19-20, dtd. 25.02.2020**

For

**Providing House-keeping Services, Gardening and Facility Related Services under the supervision of the Agency by deploying various categories of personnel at the Corporate Office of WBPDC, Bidyut Unnayan Bhaban, Plot 3/C, LA- Block, Sector – III, Bidhannagar, Kolkata- 700 106**

**The West Bengal Power Development Corporation Limited**

**(A Government of West Bengal Enterprise)**

**Bidyut Unnayan Bhaban,**

**Plot No. 3/C LA-Block, Sector-III, Bidhannagar,**

**Kolkata-700 106**

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## Contents

BID INFORMATION SHEET .....	4
DISCLAIMER .....	5
INFORMATION TO THE BIDDERS .....	7
1. GENERAL GUIDANCE OF E-TENDERING .....	7
2. REGISTRATION OF BIDDERS .....	7
3. COLLECTION OF TENDER DOCUMENTS .....	7
4. TENDER FEE.....	7
5. PRE-BID DISCUSSION.....	7
6. EARNEST MONEY .....	7
7. SUBMISSION / UPLOADING OF TENDER DOCUMENTS .....	8
8. TECHNICAL PROPOSAL .....	9
8.1 Submission / Uploading of Statutory Documents .....	9
8.2 Submission / Upload of Non-Statutory Documents (To be submitted in Technical Cover) .....	9
9. FINANCIAL PROPOSAL .....	10
10. CONDITIONAL AND INCOMPLETE TENDER.....	10
11. QUALIFYING REQUIREMENT (QR) FOR PARTICIPATION IN E-TENDER .....	10
A. General Requirements:.....	10
B. Technical Requirements: .....	11
C. Financial Requirements:.....	11
D. Tender Processing Expense: .....	11
12. OPENING AND EVALUATION OF TENDER .....	12
12.1 Opening of Technical Proposal .....	12
12.2 Uploading of Summary List of Technically Qualified Bidders.....	12
12.3 Opening and evaluation of Financial Proposal .....	12
13. TRANSFERRING OF TENDER DOCUMENTS.....	13
14. LEGAL JURISDICTION .....	13
15. PAYING AUTHORITY.....	13
16. CONTROLLING OFFICER .....	13
17. CANCELLATION OF TENDER.....	13
18. EXTENSION OF TENDER: .....	13
19. ACCEPTANCE OF TENDER .....	13
20. VALIDITY OF TENDER .....	13
SCOPE OF WORK .....	14
1. SCOPE OF WORK FOR HOUSE-KEEPING AND OTHER ACTIVITIES:.....	14
2. SCOPE OF WORK FOR GARDENING: .....	15
3. PROVIDING INSTRUMENT/MACHINE FOR HOUSE-KEEPING JOB ON RENT:.....	15
SPECIAL TERMS AND COMMERCIAL TERMS & CONDITIONS.....	16
1. PRICE.....	16
2. RATES.....	16
3. PAYMENT.....	16

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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4.	WORKERS ESTIMATED VALUE PER MONTH.....	16
5.	PF CONTRIBUTION.....	17
6.	BILLING.....	17
7.	TAXES.....	17
8.	REQUIREMENT OF MANPOWER.....	17
9.	ELIGIBILITY CRITERIA OF THE DIFFERENT CATEGORY OF PERSONNEL .....	18
10.	DEPLOYMENT OF MANPOWER & DUTY HRS.....	18
11.	PAYMENT OF THE WORKERS .....	19
12.	PRICE ESCALATION & REIMBURSEMENT FOR WORKERS' WAGES AND BENEFITS .....	19
13.	WAGES & BENEFITS TO THE WORKERS TO BE DEPLOYED .....	20
14.	REIMBURSEMENT OF ESI PREMIUM .....	20
15.	SECURITY DEPOSIT.....	20
16.	PENALTY .....	20
17.	PERIOD OF CONTRACT .....	20
18.	BID VALIDITY.....	20
19.	AGREEMENT.....	21
20.	FAILURE OF UNDERTAKING THE JOB.....	21
21.	NON-COMPLIANCE.....	21
22.	REPORT .....	21
23.	SAFETY .....	21
24.	OBLIGATION OF AGENCY.....	21
	ANNEXURE-1 .....	25
	SAFETY PPE.....	25
	ANNEXURE-2 .....	26
	MANDATORY SAFETY CLAUSE .....	26
	ANNEXURE-3 .....	29
	SAFETY CLEARANCE CERTIFICATE .....	29
	ANNEXURE-X1.....	30
	DECLARATION.....	30
	ANNEXURE-I.....	31
	BIDDER INFORMATION SHEET .....	31
	ANNEXURE-A .....	33
	PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/BID GUARANTEE .....	33
	ANNEXURE-B.....	35
	PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE.....	35
	ANNEXURE – C .....	38
	PROMORMA FOR CONTRACT AGREEMENT .....	38

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

## BID INFORMATION SHEET

Aspect	Description of Aspect
<b>Title of the NIT</b>	: Providing House-keeping Services, Gardening and Facility Related Services under the supervision of the Agency by deploying various categories of personnel at the Corporate Office of WBPDCCL, Bidyut Unnayan Bhaban, Plot 3/C, LA- Block, Sector –III, Bidhannagar, Kolkata- 700 106.
<b>NIT NO. &amp; Date</b>	: WBPDCCL/CORP/NIT/E1309/19-20 Dtd:- 25/02/2020
<b>Publishing Date</b>	: <b>With in 28/02/2020 , 10:00 Hrs.</b>
<b>Document Download start date &amp; time</b>	From 28/02/2020 , 11: 00 Hrs.
<b>Pre-bid queries submission end date</b>	13/03/2020 up to 15 : 00 Hrs.
<b>Pre-Bid Meeting</b>	17/03/2020 at 11 : 00 Hrs
<b>Bid submission start date</b>	19/03/2020 from 11 : 00 Hrs
<b>Bid submission end date</b>	31/03/2020 up to 15 : 00 Hrs
<b>Tender Cost &amp; Earnest Money physical submission at Corporate office</b>	From 31/03/2020 to 02/04/2020 , 11 : 00 Hrs to 17 : 00 Hrs
<b>Technical Bid opening date</b>	<b>02/04/2020 at 15 : 05 Hrs</b>
<b>Uploading of Technical Bid Evaluation sheet</b>	To be notified through system generated message
<b>Financial Bid opening date</b>	To be notified through system generated message
<b>Uploading of Financial Bid evaluation sheet</b>	To be notified through system generated message
<b>Tender Cost</b>	Rs. 1180 (including 18% GST)(Rupees One Thousand One Hundred eighty only)
<b>Bid Security/ EMD</b>	: Rs.1,37,600/- (Rupees one Lakh thirty seven thousand six hundred only)
<b>Address of Communication</b>	: <b>The General Manager (M &amp; C),</b> The West Bengal Power Development Corporation Limited. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106 Telephone: 033 2339 3621, Email: <a href="mailto:sdebnath@wbpdcl.co.in">sdebnath@wbpdcl.co.in</a>
<b>Contact Person</b>	: Anup Jana, Sr Mgr(PS), M&C, Corporate office, WBPDCCL, Kolkata-700106 PH NO: 8336903944 / 033-23393610
<b>Date of Commencement :</b>	: From the date of issuance of Letter Of Award (LOA).
<b>Performance guarantee for execution of contract</b>	: Should be submitted within 15 days from the date of LOA. (BG Format Annexure: B)
<b>Payment Terms</b>	: As described in Clause no.3 under Special Terms and Conditions
<b>Security-cum-guarantee for contract performance</b>	: 5% of value of Letter of award for 1 year

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## DISCLAIMER

The information contained in this Notice Inviting Tender (the “NIT”) and/or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this NIT.

This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIT.

The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this NIT.

The issue of this NIT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the

# **THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## INFORMATION TO THE BIDDERS

Tender is hereby invited by the **General Manager (M&C), The West Bengal Power Development Corporation Limited** for the job of **providing House-keeping services, Gardening and Facility Related services under the supervision of the agency by deploying various categories of personnel at the Corporate Office of WBPDC, Bidyut Unnayan Bhaban, Plot 3/C, LA- Block, Sector –III, Bidhannagar, Kolkata- 700106**, from the resourceful, well experienced and financially sound Agencies/ Companies through electronic tendering (e-tendering).

### 1. GENERAL GUIDANCE OF E-TENDERING

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

### 2. REGISTRATION OF BIDDERS

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT ) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

### 3. COLLECTION OF TENDER DOCUMENTS

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

### 4. TENDER FEE

Bidders must furnish Demand Draft / Pay order of Rs. 1,000/- (cost of tender) plus 18% GST i.e., **Rs. 1180/- (Rs. One thousand one hundred eighty only)** from any scheduled bank authorized to do the business in India. Demand Draft / Pay Order will be in the name of “**The West Bengal Power Development Corporation Limited**” payable to Kolkata, as an amount towards tender fee to be submitted physically to the office of the GM (M&C) Corporate, WBPDC, Bidyut Unnayan Bhaban, 6th floor, 3/C LA- Block, Bidhannagar, Kolkata-700106. The scanned copy of the DD/Pay Order (Tender fee) is required to be uploaded in the technical cover along with the EMD. There is no exemption in Tender Fee.

### 5. PRE-BID DISCUSSION

A pre-bid discussion will be held at Bidyut Unnayan Bhaban, at the above address as per schedule date and time as specified in the Schedule of Dates provided, in order to provide any additional information or to furnish additional clarification, if any, needed on the Scope of work and NIT. The clarification(s) / decision (s) against point/query as would be given by WBPDC and such discussion shall form the integral part of this NIT & shall be binding on all the participating tenderers. The outcome of the Pre Bid discussions will be available with the GM (M&C) of the Corporation at the above address. The party has to submit the related queries within the specified date as mentioned in the date schedule.

### 6. EARNEST MONEY

Bidders must furnish the earnest money in the form of Demand Draft / Bank Guarantee (BG) of **Rs. 1,37,600 (Rupees one Lakh thirty seven thousand six hundred only)** from any scheduled bank authorized to do the business in India. Demand Draft / Bank Guarantee will be in the name of “**The West**

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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**Bengal Power Development Corporation Limited**”, payable to Kolkata. The Bank Guarantees (BG), if submitted, should remain valid for six months period after the date of opening of the Tender. EMD shall be submitted or copy of suitable certificate bearing exemption of EMD should be produced. Any tender without EMD will be summarily rejected. No tender will be entertained without Earnest Money, and no exemption of EMD will be allowed against submission of any document. No interest will be payable by the WBPDCCL on the above deposited Earnest Money. Earnest Money of the unsuccessful tenderers will be refunded on request to them within thirty days after finalization of the contract on the successful bidder. For return of EMD, the successful bidder will have to apply for the same to the ordering authority, WBPDCCL giving the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. WBPDCCL reserves the right of forfeiture of Earnest Money deposit in case the tenderer after opening of tender, withdraws, amends, impairs, derogates, or revokes his tender within the validity period or extension thereof. **Earnest Money deposited by the successful bidders will be released after deposition of ‘Security Deposit’. No interest will be payable by the Corporation on the above Earnest Money under any circumstances.** In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders.

## **N.B:**

- i) BG(in case, the EMD is deposited in the form of BG) will be as per attached prescribed format and validity of the BG will be for twelve months period from the date of opening of the Technical bid of Tender (step-1), with a claim period of further 90 days.
- ii) Any tender without submission of Tender Fee and EMD, shall be rejected.
- iii) For return of EMD of successful bidder, the party is to apply for the same to the ordering authority of WBPDCCL mentioning the reference of NIT No., date of tender, amount and date of Earnest money - all in a complete form.
- iv) WBPDCCL reserves the right of forfeiture of Earnest Money deposit in case the tenderer after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof. Earnest Money deposited by the successful bidders will be converted into initial security deposit. No interest will be payable by the Corporation on the above Earnest Money under any circumstances.

## **7. SUBMISSION / UPLOADING OF TENDER DOCUMENTS**

- 7.1 Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid documents. Bidders are required to upload all the necessary documents, as asked for in the tender, with signature and office seal in each page of the document, along with the other ANNEXURES, attached the tender, through the above website within the stipulated date and time as given in the NIT.
- 7.2 Bidders must submit/upload the Tenders in two covers i.e. (1) ‘Fee / PreQual / Technical’ & (2) ‘Financial’. Bidders must download tender specific documents (NIT/SBD, BOQ etc) from <https://wbtenders.gov.in> , prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.
- 7.3 Bidders need to fill up the rates of items in the BOQ, downloaded for the service, in the designated cell of the BOQ spreadsheet and upload the same in designated location of ‘Finance’ cover.
- 7.4 The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Intending bidders are requested to visit the Website regularly for any amendment / addendum / corrigendum/extension, if any, before last date of submission of bids & Bidders should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.



# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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7.5 Downloading the tender from Website will not be construed to mean that such Bidders are automatically considered qualified.

## 8. TECHNICAL PROPOSAL

The technical proposal to be submitted in Technical Cover and should contain scanned copies of the following in two covers (folders):

### 8.1 Submission / Uploading of Statutory Documents

[To be submitted in 'Fee / PreQual / Technical' COVER (1)]

The following documents in standard formats should be uploaded in Fee & Technical cover:

- I) Declaration (ANNEX-X1) as attached with NIT.
- II) Qualifying Requirements (QR) documents in support of Bidders' qualification (as per clause no. 12). Technical Offer /Technical Doc along with Technical compliance & BOQ sheet in unpriced format as mentioned.

**Note:** Tenders will be summarily rejected if any of the above items in the statutory cover is missing in the uploaded documents. All up loaded documents should be sealed and signed of the tenderer.

### 8.2 Submission / Upload of Non-Statutory Documents (To be submitted in Technical Cover)

Following documents are to be uploaded along with the Bid.

- i) Name of Contract Person, Postal Address, Contract No. & E-mail ID for Communication i.r.to this tender and Contract.
- ii) Valid Trade Licence no.
- iii) Company Details:
  - a) Valid Registered Deed for the Firm / Consortiums from Registrar of Assurances is to be submitted. Application for registration will not be considered. Any change in the constituents of the consortium/ firm should also be registered from the Registrar of Assurances prior to the date of application of tender otherwise his bid will be rejected.
  - b) Company registration certificate as per Company's act for Limited Company. Memorandum of articles for Limited Companies is to be submitted on demand.
  - c) Society Registration, Audit report, ARCS Certificate and Bye-Laws for Cooperative Societies.
- iv) Agency should not have been debarred/ blacklisted by any of the Government organization/Enterprise, Quasi Govt. organization / Autonomous body under any Government. Bidder should submit a "**Declaration**" in this regard. If any agency is debarred/blacklisted during the process of the bidding as above, his bid will be considered as invalid.
- v) The bidder will submit the "**Declaration of Labour licence**" that the labour licence for this job as per requirement, will be submitted.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## 9. FINANCIAL PROPOSAL

The financial proposal to be submitted in **Finance Cover** and should contain the following document in one cover. **Bill of Quantities (BOQ)**. The bidder should quote rate in the 5th, 6th, 7th, 8th line of the BOQ. In the 5th line, rate should be by number figure in the “Service charge” line (5th line, 1.05), and by the lumpsum figure in the other three lines (6th, 7th, 8th line) in the BOQ. Evaluation will be done as per total quoted value for one year, including tax, in the BOQ sheet.

## 10. CONDITIONAL AND INCOMPLETE TENDER

- i) Conditional and incomplete tenders are liable to rejection. Bidder must quote for all items mentioned in BOQ sheet (in 5th, 6th, 7th, 8th line) with all cells filled-up, must be submitted in Technical Bid. Non-submission of this sheet and or partial quoting/incomplete sheet will lead to rejection of the bid.
- ii) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.
- iii) The tenderer has to submit written clarification and information if any. Verbal clarification and information given by owner or his employees or representatives shall not be in any way binding on the owner.
- iv) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCCL shall bear no liability whatsoever on such expenses.
- v) The tender submitted by a bidder shall become the property of The WBPDCCL and The WBPDCCL shall have no obligation to return the same to the Bidder for any reason whatsoever.
- vi) Bidders are to keep track of all the Addendum / Corrigendum, if any, issued with a particular NIT merge the Addendum / Corrigendum with respective NIT. Tender submitted without the Addendum / Corrigendum, if any, may be rejected.
- vii) The bidder must comply with all the statutory requirements and must pay the applicable minimum wages, bonus etc. during the entire contract period and extension period(if any).
- viii) In case of offering / quoting unreasonable / vogue rates, the corporation as per its discretion, reserves the right to cancel / reject the bid of the particular bidder(s).
- ix) All the uploaded documents along with tender documents will have to be attested by the tenderer with their official seal and digitally signed.

## 11. QUALIFYING REQUIREMENT (QR) FOR PARTICIPATION IN E-TENDER

### A. General Requirements:

The bidder must submit valid copies of the of the followings:

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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- i) PAN card issued from Income Tax department.
- ii) Provident Fund A/C no. and PF code allotment letter from RO/ SRO.
- iii) Latest PF return cum challan.
- iv) GST registration number with GST registration certificate/GST Provisional registration certificate.
- v) PT Certificate & latest PT(Professional Tax) return cum challan.
- vi) IT return for last three Assessment Year.( 17-18, 18-19,19-20).
- vii) ESI code & latest ESIC deposition challan.

## B. Technical Requirements:

The bidder must have experience in providing Housekeeping Services, or Gardening and Hospitality or man power supply and having credentials either in a single completed contract (having at least 30 nos. of eligible workers) with executed job value amounting to **Rs. 55,01,255.00** (i.e. 80% of estimated cost) or above excluding taxes (for the execution period of maximum 12 months or less ), during last seven (07) years ending 31.12.2019.

Or

Two (02) nos. completed contracts (having at least 20 nos. of eligible workers in each order) with each executed job value amounting **Rs. 34,38,285.00** ( i.e. 50% of estimated cost ) or above excluding taxes (for the execution period of maximum 12 months or less ), during last seven (07) years ending 31.12.2019.

Or

Three (03) nos completed contracts(having at least 15 nos of eligible workers in each order) with each executed job value amounting to **Rs. 27,50,628.00** (i.e. 40% of estimated cost) or above excluding taxes (for the execution period of maximum 12 months or less ), during last seven (07) years ending 31.12.2019, directly under the Central or State Govt. Organization /Undertaking Autonomous bodies,

Reputed (as per discretion of tender evaluation authority) Industrial Houses incorporated under the Indian Companies' Act. Bidder shall submit order copies & satisfactory completion certificate from the End user in support of his credential. In absence of completion certificate , repeat order after completion date of earlier order from same establishment of same job will establish completion certificate of earlier job. The supporting documents w.r.t. the completed job value must be submitted by the party to ensure the job value of credentials.

## C. Financial Requirements:

- i) Audited Balance Sheet to satisfy that the **average financial net worth in last three financial years** (2016-2017, 2017-2018 & 2018-2019) of the intending party **should be positive**.  
The bidder must submit self attested copies of the document of three financial years ( 2016-2017 , 2017-2018 & 2018-2019) regarding this.
- ii) Audited Profit and loss A/C statement to satisfy that the **average annual financial Turn over** should be **Rs. 20 lakh excluding taxes in last three financial years** (2016-2017, 2017-2018 & 2018-2019).

## D. Tender Processing Expense:

All the cost and expenses incidental to the submission of the tender, cost of Technical Survey, discussions, conferences if any shall be to the account of the tenderer irrespective of whether the tender is accepted or not and the WBPDC shall bear no liability whatsoever on such cost and expenses incurred by participant.

## **12. OPENING AND EVALUATION OF TENDER**

### **12.1 Opening of Technical Proposal**

- i) Technical proposals will be opened by General Mgr.(M&C), WBPDCCL or his authorized representative electronically from the website stated in Clause 1, using their Digital Signature Certificate, on the date of opening as mentioned in the 'schedule of dates' in this tender. In case, if the schedule date of opening of the tender is declared as 'Holiday' in Corporate due to any reason, then tender opening will be done on the next working day.
- ii) Technical Cover (comprising of Statutory Documents and Non-statutory Documents) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iii) Decrypted (Transformed into readable formats) documents of the Statutory & Non-statutory Cover, will be downloaded, and handed over to the Tender Evaluation authority.
- iv) Technical Proposal will be evaluated depending upon submission of EMD and Tender fee, submission of PQR documents, OID (other important document) etc. While evaluation, the Committee may summon the bidders/Tenderers and seek clarification / information or may ask to submit additional documents in support of uploaded documents or original hard copy of any of the documents already uploaded or may ask to submit any other shortfall documents which are required for evaluation of tender and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- v) During technical evaluation process, if any tender is observed to be associated with any false statement/documents, that tender will be summarily rejected and EMD will be forfeited.
- vi) If any tenderer fails produce any original hard copies of the documents like completion certificate or any other important documents on demand of the tender evaluation committee within specified time frame or if any deviation is decided in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to appropriate authority for prosecution as per relevant IT act.
- vii) The corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or reject any or all the tenders or to split the whole work for entrusting the same to more than one agency / company.

### **12.2 Uploading of Summary List of Technically Qualified Bidders**

Pursuant to scrutiny and decision of the Technical Evaluation authority, the summary list of eligible bidders for which their Financial Proposals will be considered, will be uploaded in the web portals.

### **12.3 Opening and evaluation of Financial Proposal**

- i) Financial proposals of the technically eligible Bidders declared by the Tender Evaluation authority, will be opened electronically from the web portal. The qualified bidders may be informed on the opening of bid.
- ii) Financial evaluation of the tender will be done on the basis of lowest quoted value with tax in the price bid (BOQ).
- iii) After evaluation of Financial Proposal, by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted by the bidders against service, will be uploaded.
- iv) The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that Tenderer and to submit or produce any document in original for verification/clarification.
- v) Overall Lowest bidder will be first considered for placement of order and Tender Evaluation authority may ask the party to submit the price break up, if needed.
- vi) The WBPDCCL reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDCCL shall not be subject to raising of question by any bidder and The WBPDCCL shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCCL.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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vii) Notwithstanding anything stated above or elsewhere, The WBPDCCL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCCL.

## 13. TRANSFERRING OF TENDER DOCUMENTS

Tender document is not transferable and no bid would be accepted from any Company / Agency who has/ have not purchased tender document.

## 14. LEGAL JURISDICTION

Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.

## 15. PAYING AUTHORITY

The General Manager (F&A), Corporate, WBPDCCL.

## 16. CONTROLLING OFFICER

The General Manager (HR), WBPDCCL or his authorized representative.

## 17. CANCELLATION OF TENDER

The tender may be cancelled, as per discretion of WBPDCCL authority.

## 18. EXTENSION OF TENDER:

This tender may be extended depending on the number of adequate bidders or any other reason whatsoever as per discretion of the WBPDCCL authority.

## 19. ACCEPTANCE OF TENDER

Bidders must quote for all items mentioned in BOQ sheet. Bids with Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind itself to do so and reserves the right to **accept any tender or reject any or all tenders or cancel / withdraw the invitation of tender, without assigning any reason for such decision.** Such decision by the WBPDCCL shall not be subject to question by any tenderer and the WBPDCCL shall bear no liability consequent upon such decision. Further, after acceptance of the order, if the agency fails to execute the job within stipulated time the Earnest Money /Security deposit will be forfeited, without any reference. The Tender Accepting Authority also reserves the right to split the order with the same terms and condition, one or more bidders without assigning any reason whatsoever.

## 20. VALIDITY OF TENDER

The validity of tender will remain effective for 6 (six) months from the date of opening of Tender (Step-1).

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## SCOPE OF WORK

### 1. SCOPE OF WORK FOR HOUSE-KEEPING AND OTHER ACTIVITIES:

The Agency has to provide Housekeeping Services and other services in all the floors of Bidyut Unnayan Bhaban (i.e from Ground Floor to 7th Floor) as mentioned below and has to provide raw materials for the purpose of cleaning as per requirement and direction of the authorities **and the cost of which will be reimbursed at actual, against submission of Bill, without any profit/ service charges.**

- i) **Floor Cleaning:** ● Floor Cleaning, Sweeping and Mopping, cleaning of fire exit, stair case ● Floor Care ● Dusting ● Cleaning of all glass fixtures ● Dusting of wall panels ● Top Dusting ● Cleaning of all Electrical fittings and fixtures ● Cleaning of the Chandeliers ● Toilet Cleaning and touch up etc.
- ii) **Cleaning of Departments:** Dusting, cleaning of office table, computers, telephones, chairs, waiting rooms, brooming & mopping of floor and Fire Extinguisher, etc.
- iii) **Wall Cleaning:** ● Light dust will be removed with soft brush ● The upholstered wall runs a high risk of soil age and would require spot cleaning and shampooing at regular interval.
- iv) Cleaning of entire compound of the office building including the parking area & driver's room/ drivers rest rooms.
- v) **Ceiling Cleaning:** Dust & cobwebs will be cleared with wall broom & vacuum cleaner.
- vi) **Wood Paneling and Wood Work:** Wooden panels will be dusted. Doorjamb, window frames, cornices, edges and baseboards will be dusted daily.
- vii) **Toilet:** ● Consumables will be checked regularly ● Waste bins will be emptied. ● Partitions, towel boxes, light fixtures and any other horizontal surfaces will be dusted. ● Floors will be mopped. ● Restroom cleaner/disinfectant will be sprayed on, in and around all fixtures thoroughly saturating all fixture surfaces. ● Washbasins, WC, Bath tub will be scrubbed. ● Mirrors will be cleaned with glass cleaner.
- viii) **Windows & Doors:** ● Windows and doors will be cleaned daily with cleaning agents. ● Glass doors and partitions will be cleaned from inside in areas, which are not easily reachable.
- ix) Providing beverages and drinking water to the higher officials and to the guests at Corporate Office.
- x) **Front Office:** Front Office job includes reception, receiving and dispatch of letters and maintaining visitor's register and handling all inbound & outbound calls.
- xi) **Plumbing /Electrician:** Plumbing / electrician job includes all responsibilities in connection with day to day maintenance/repairing/replacement.
- xii) **Manager's / Supervisor's Responsibility:** Monitoring all activities of house-keeping personnel, gardening personnel and maintaining stock register of consumables (house-keeping materials, beverages materials etc), preparation of weekly roaster, arrangement of lunch/ Tiffin for the delegates and other activities as and when ordered by the management of the corporation.
- xiii) **Miscellaneous Services:** ● Hospitality Services including arranging from outside/ market & serving Working Lunch/ Tiffin for official meetings as per direction of authorized representative. ● Other services as and when required as per instruction of the authorized representative. ● Re-filling of empty water container of Tea Vending Machine and maintenance of the machine installed at the office premises.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## 2. SCOPE OF WORK FOR GARDENING:

The Garden/Lawn and beautification of office premises area and other services as mentioned below has to be done by the gardener. For providing these services, the agency has to offer lumpsum rate, which includes the rent of tools & tackles, cost of seeds/medicines, lawn mower/ cost of plant including profit/service charge but excluding cost of Gardener, since it will be paid separately. **Supply of seasonal flowers throughout the year in every month like marigold, Dahlia, Aster, Cosmos, Chrysanthemum (chandra-mallika), Phlox, Dianthus, Petunia, Rose, Geranium, Sunflower, Zinnia, Salvia, Mussaenda and any other season flower as per choice of the company at regular intervals at no extra cost to the Corporation.**

- i) Maintenance of lawn by uprooting weeds and foreign plants, grass cutting by lawn mower and repairing grass with approved variety of grass.
- ii) Cutting and cleaning of hedge if any as per direction of the authorized representative.
- iii) Preparation and maintenance of season flower beds including supply of saplings/plants, manureing, watering, application of pesticides as direction of authorized representative.
- iv) Proper watering of all the gardening areas throughout the year would come under the preview of this contract.
- v) Thorough weeding, forking, cleaning of garden area and manureing, if required.
- vi) Dressing and sloping of the area other than lawn area.
- vii) Requisite quantity of manureing, medicines and lawn mower, other necessary tools & tackles, good quality PVC pipes for watering, etc. shall have to be supplied by the contractor at its own cost.

## 3. PROVIDING INSTRUMENT/MACHINE FOR HOUSE-KEEPING JOB ON RENT:

The following instruments /machines **having manufacturing date not before 2017** have to be provided by the agency on **monthly rental basis**, which will be reimbursed by the Corporation.

- i) **Wet & Dry Vacuum Cleaner - 01.**
- ii) **Single Speed Scrubbing & Buffing Machine - 01.**

**In case of break down, fault in the above machines the agency has to provide replacement of the said machinery within 24 hours with no extra cost to the company.**

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## SPECIAL TERMS AND COMMERCIAL TERMS & CONDITIONS

### Obligation of the Corporation & Agency:

#### 1. PRICE

The willing bidder / party will quote on the service charge (at line No-5 of BOQ), by number form and by the lumpsum figure in other lines (item-6, 7, 8 of BOQ). At line-5 of BOQ, quoted service charge will be converted in the % form in the system, on the given value (as mentioned in the BOQ) for 12 months, as calculated which has been derived considering the following criteria:

- 1) workers' minimum wage rate as on 01.01.2020
- 2) 26 days working days (except Off days) and Including holidays.
- 3) Duty may be done on 13 Holidays (as mentioned later) in a year.
- 4) 5% HRA on the minimum wages.
- 5) 8.33% Bonus on the minimum wages (as per Bonus act).
- 6) Total QUOTED value will be calculated for 12 months in the BOQ of the system. Quoted service charge will be considering all criteria of the NIT documents.

#### 2. RATES

The rate of services shall remain firm during the entire contractual period and the extended period of contract (except wage escalation, if any). The agency shall not pay less than the minimum wages to the deployed house keeping personnel as notified by the Labour department, Govt. of W.B. for the employment under construction or maintenance of roads or in Building operations or in the employment of sweeping & cleaning category in the state of West Bengal as applicable from time to time during the entire contractual period and extension period(if any). However, **in case of escalation of wage rate** in connection with revision of minimum wages applicable to **Construction or Maintenance of roads or in Building Operations or Sweeping & Cleaning** as per the notification of Govt of West Bengal notification, if any, w.e.f 01.07.2020, will be borne by the agency itself initially and such additional amount over and above the composite amount shall be claimed by the agency with relevant notification to WBPDCCL for reimbursement subsequently. **But no Service Charge/Profit will be allowed on this increased / escalated amount.**

#### 3. PAYMENT

100% payment will be done against the submission of monthly bill in Triplicate duly signed and certified by your representative with in 30 days from the date of submission of bill. Billing for each month by 1st of the following month in respect of the previous month and accordingly the authority will settle the bill by 10th of the following month provided the Bill is found to be in order. Copies of wage sheet, attendance sheet, ESI deposition Challan along with individual monthly contribution sheet, ECR copy of PF deposition should be submitted with the monthly bills. Copy of Labour Licence should be submitted with the first monthly bill.

The monthly payment will be made on the basis of daily deployment on "No work No Pay" towards engagement in House-Keeping/ Gardening & other services against certified Bill through Account Payee Cheque only.

#### 4. WORKERS ESTIMATED VALUE PER MONTH

- 4.1 Income Tax or any other statutory recoveries, as applicable will be deducted from the monthly Bill of the Agency, as per statutory norms.



# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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4.2 The estimated value of different category of each worker per month(considering 26 working days in a month) is inclusive of the following components:

- Skilled : Rs 11,872.00 (excluding GST)
- Semiskilled: Rs 10,792.00 (excluding GST)
- Unskilled: Rs 9810.00 (excluding GST)

The above estimated amount has been derived comprising of the following items:

- Minimum wages under Construction or Maintenance of roads or in Building Operations or in the employment of Sweeping & cleaning category in the state of West Bengal notified by the Labour Department, Govt. of WB for zone-A as on 01.01.2020 for various categories as mentioned in NIT.**
- Total wages for 04 (Four) National Holidays, 04 nos. of Festival Holiday and 05 days sick leave(total 13 days, in a year).**
- Bonus (8.33% of wages).**
- HRA(5% of wages ).**
- As per above data, the total calculated value is Rs 44,36,168.00 as mentioned in BOQ, is the value of 39 workers(08 nos skilled, 04 nos semiskilled, 27 nos unskilled), for 12 months. The willing bidders/ parties will quote rate of service charge on this value, in line-5 of BOQ.**

## 5. PF CONTRIBUTION

The payment of Provident Fund Contribution (Employer's share & administrative charges), ESI (Employer's Share) will be reimbursed by WBPDCCL against submission of Bill with depository Challan in each month. The payment of Insurance premium, if any for the E.C. Policy under The Employees Compensation Act, 1923 will be reimbursed by WBPDCCL against submission of original receipt at actual. Taxes and duties if any shall be paid extra. **But no Service Charge/Profit will be allowed on this.**

## 6. BILLING

Monthly billing will be done as per actual attendance of the workers in each month, as certified by the controlling officer or his authorized representative. During the preparation of monthly bill, percentage (%) of service charge (which will be finalized before the placement of order) will be imposed on the following fixed three items only

- Total minimum wages (as on 01.01.2020), as per actual attendance including duty in Holidays (if any).
- Bonus(8.33% of minimum wages),
- HRA (5% of minimum wages). **No service charge will be allowed on the other items in the bill. No service charge will be allowed on O.T. charge (if any).**

All payment and billing will be done as per SOP in our SAP system.

## 7. TAXES

WBPDCCL will pay GST extra as per GST council and against SAC to the contracting agency against submission of valid documentary evidence from the tax receiving authority. Any changes in provision of GST including applicability of certain provisions which for the time being is deferred is deemed to be applicable.

## 8. REQUIREMENT OF MANPOWER

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

Requirement of manpower at “**Bidyut Unnayan Bhaban**” with detail category is given below:

Type of House-Keeping Personnel	Category	Covered under the minimum rates of wages in the employment of	No. of Personnel required
Facility Manager (Male).	Not less than Skilled category	Construction or Maintenance of roads or in Building Operations	01
Supervisor (Male).	Skilled		02
Lady Front Office Executive (Reception).	Skilled		02
Plumber	Skilled		02
Electrician	Skilled		01
Pantry Boy	Semi-skilled		04
Gardener	Unskilled		01
Cleaner.	Unskilled		Sweeping and Cleaning
<b>TOTAL</b>			<b>39</b>

However, the number of required personnel of different categories as mentioned above against requirement for the Corporate Office may increase/decrease subsequently, if required to the extent of  $\pm 25\%$ , with the consultation and taking permission of the controlling officer.

## 9. ELIGIBILITY CRITERIA OF THE DIFFERENT CATEGORY OF PERSONNEL

- All the required personnel of different categories except Manager, Supervisor, Plumber and Electrician to be deployed must be within the age limit of 35 years as on date of publication of NIT. However, in special case age relaxation may be given depending upon the discretion of the management.
- The Manager, Supervisor, Plumber and Electrician must be within age limit of 40 years as on date of publication of NIT. The Manager and the Supervisor should have minimum 05 years experience in Hospitality Services with proper knowledge of English language and thorough knowledge in statutory obligations. Plumber shall have plumbing certificate and Electrician shall have certificate of electrical competence.
- Lady Front Office Executive must have (schooling from) ICSE / CBSE background with proficiency in computer, within the age limit of 30 years as on date of publication of NIT and can speak fluently in English, Hindi & Bengali.

## 10. DEPLOYMENT OF MANPOWER & DUTY HRS

- 10.1 The Agency has to deploy the aforesaid personnel on daily basis in shifts at the **Bidyut Unnayan Bhaban** as per requirement of the Authority from Ground Floor to 7th Floor and other areas as per requirement. The working personnel will get the benefit of **04 days National Holidays** and **04 days Festival Holidays with full pay on the following occasions as noted below.**

### List of National Holidays:

- Independence Day.
- Birthday of Gandhiji.
- Republic Day.
- May Day.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## List of festival holidays:

- Durga Puja-Ashtami or Id-Ud-Joha.
- Durga Puja-Vijaya Dasami.
- Kali Puja.
- Bengali New Year's Day or Id-Ul-Fitre.

Further, the personnel may avail 05 days paid Leave with full pay in a period of 12 months on pro-rata basis on submission of necessary documents as required, if such leave is more than 02 days consecutive days.

## 10.2 Duty Hrs: General Shift:

- 8.00 hrs to 17.00 hrs including 01 hr Lunch/ Tiffin break(for all ,except Facility Manager).
- For Facility Manager: 10.00 hrs to 19.00 hrs including 01 hr Lunch/ Tiffin break.
- For Lady Front Office Executive: 09.30 hrs to 18.00 hrs including 00.30 hr Lunch/Tiffin break.
- O.T. HRS: Duty beyond the schedule duty hrs and working hrs in any Holidays (with in total 13 fixed holidays as mentioned above).

O.T per shift may be done as per requirement and as per discretion of the controlling department. In case, work is done in any Holiday, on emergency (as per requirement and as per discretion of the controlling department), benefits (if any) may be reimbursed by WBPDCCL, as per prevailing norms.

10.3 The allotment of duties of the personnel shall be fixed by the authority of the Corporate Office. However, it will be the right of the authority to alter the position of duty area from time to time as per requirement.

10.4 The Corporation reserves the right to reduce or increase the number of Personnel, at any point of time of any category at the sole discretion of the management with in the total manpower.

## 11. PAYMENT OF THE WORKERS

- The bidder / party will pay wages and other benefits as applicable to the aforesaid manpowers as per the existing norms of WBPDCCL or any other subsequent settlement duly approved by Jt. Labour Commissioner Govt. of West Bengal and accepted by WBPDCCL authority.
- Any increase in Pay / D.A. and related allowance arises with effect on or from 01.07.2020 because of any agreement / settlement duly approved by Jt. Labour Commissioner Govt. of West Bengal and accepted by WBPDCCL authority, reimbursement will be made as per rules.
- Until and unless approved by the competent authority of WBPDCCL, no change on Basic & DA should be done by the party, under any circumstances.

## 12. PRICE ESCALATION & REIMBURSEMENT FOR WORKERS' WAGES AND BENEFITS

The price escalation will be allowed as per existing norms, only on account of revision of wages & benefits owing to any agreement / settlement/ circular or notification of the labour department of Govt. of West Bengal and accepted by the competent authority of the WBPDCCL , as applicable on and from 01.07.2020.

The additional financial involvement for such increase / decrease including consequential change in wages, benefits and other fringe benefits with related allowance as admissible shall be reimbursed by WBPDCCL at actual and after being satisfied with supporting documents to the effect that you have made the payment to the worker. This financial reimbursement is applicable only for 39 nos workers as mentioned earlier.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## 13. WAGES & BENEFITS TO THE WORKERS TO BE DEPLOYED

Agency will make payment to their workers considering minimum wage of the different category of workers and as per other statutory norms of the WBPDCCL.

Wages, benefits, fringe benefits (if any) and other related allowance (as applicable) will be paid by WBPDCCL, against party's claim through bill, as per prevailing norms of WBPDCCL.

## 14. REIMBURSEMENT OF ESI PREMIUM

Employers' Contribution towards ESI @ 3.25% (Maximum) on total labour cost (minimum wages) will be reimbursed at actual on production of original Callahan, as per ESI rules and exiting norms of WBPDCCL.

## 15. SECURITY DEPOSIT

Security Deposit would be **5% of the order value for one year**. This Security amount is to be deposited within one month from the date of acceptance of order, to the office of the GM(M&C), WBPDCCL, Corporate office, Kolkata, physically either in the form of Demand Draft / Pay Order (to be drawn in favour of "**The West Bengal Power Development Corporation Limited**") and payable to Kolkata) or through Performance Bank Guarantee (as per prescribed format of WBPDCCL) to cover the statutory liabilities of the Agency & also to recover the damages caused to WBPDCCL/ penalty to be imposed by WBPDCCL under various clauses of Tender documents. This security amount will be released after the expiry of the contract on due certification of the controlling officer. However, no interest will be paid against this security money in any case. However, In case of successful bidder the **Earnest money amount of Rs 1,37,600/- (Rs One Lakh Thirty seven Thousand six hundred only)**, may be returned after the deposition of Security amount. In case of splitted contracts placed on same party or different party, separate security amount are to be deposited by the respective party on the 5% amount of each order value along with contract agreement.

## 16. PENALTY

- a) If the Agency fails to execute the work up to the total scheduled period of execution and even on the occasion of extension offer, if any, then a penalty @ 10% of the order value of the balance work up to a maximum limit of Rs 50,000/- shall be levied on the Agency concerned and the same has to be paid by the agency on demand by the WBPDCCL and in that event of failure the entire amount of Security Deposit as admissible shall be adjusted against penalty.
- b) In case of failure of proper maintenance of the garden throughout the year, plantation of seasonal flowers and on the event of failure to supply any of the items specified for gardening purpose (i.e seed, medicine, lawn mower, plants, sapling, seasonal flowers etc), **WBPDCCL reserve the right to impose penalty on the gardening service by forfeiting the full or part monthly cost towards gardening as per discretion of the management.**

## 17. PERIOD OF CONTRACT

The contract will be initially placed for a period of 12 (Twelve) months which may be extended for a further period of 06 (six) months with the same terms and condition at the sole discretion of the management depending upon satisfactory performance and conduct.

## 18. BID VALIDITY

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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The Bid will be valid for 06 (Six) months from the date of opening of the Technical bid of Tender (Step-1).

## 19. AGREEMENT

The Agency shall execute the agreement on Non-Judicial Stamp Paper of value Rs 100/- as per Proforma enclosed herewith within 30 (thirty) days from the date of acceptance of Work Order. Two copies in original should be submitted along with photocopies of NIT and Order copy. The attached documents should be signed and sealed on every page by the authorized signatory of the company/ agency.

## 20. FAILURE OF UNDERTAKING THE JOB

If the party fails to undertake the job as a whole, WBPDCCL will take necessary action against the party and any security deposit/EMD may be forfeited as per discretion of the WBPDCCL authority.

## 21. NON-COMPLIANCE

In case of failure to attend any assigned job on the part of contractor, the work may be got done by any other agency in the interest of the corporation. In case of any assigned job in the scope of the contract is to be done by any other agency due to non-compliance on your part within the contractual period, the cost of job incurred by WBPDCCL will be deducted from your total pending bill amount which are pending for payment to you from WBPDCCL or from the security deposit at the discretion of the WBPDCCL authority.

## 22. REPORT

- a) **Man Power:** The party has to document details of manpower engaged daily against each work & a summary thereon and submit to the controlling department.
- b) **Job report:** The party has to document the details work carried out & submit to the controlling department.
- c) **Progress Report:** The party has to report daily work progress to the Controlling department.

## 23. SAFETY

The agency shall take all safety measures during the work as per the safety rules as defined in "Safety Annexure" in consultation with the Controlling officer. The Agency will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.

The agency has to abide by Mandatory Safety Clauses enclosed herewith as Annexure- 2. In this regard, the safety PPEs (as per list given in -1) are to be provided to the workers by the agency at their own cost (as per need).

WBPDCCL in no way shall be responsible for safety of your workmen and for any untoward incident WBPDCCL will bear no responsibility.

**SAFETY CLEARANCE CERTIFICATE:** Successful bidder should have to take safety clearance certificate from Fire & Safety deptt. of WBPDCCL in prescribed format as per Annexure -3 of the tender document, after completion of job.

## 24. OBLIGATION OF AGENCY

- 24.1 The contractor/agency should not sublet the work to any other agencies in any cases.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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- 24.2 The personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the Corporation shall have no responsibility or liability, in this regard. The Personnel engaged shall always be on the Rolls of the Agency concerned. The tenderer should provide **Identical Uniform** (2 sets)/ to all Personnel at his cost and shall ensure that staffs employed by him are properly cleaned and neatly dressed and shall be disciplined and polite to the Corporation employees. Corporation shall not be liable or responsible for any other obligations and/or liabilities of any kind vis-à-vis the concerned contractor and the workers of the contractor. If, any working personnel is found without proper uniform penalty would be imposed on the agency as per discretion of the management.
- 24.3 The compliance of all Acts & Government Rules and Regulations regarding employment and working condition including various statutory facilities shall be responsibility of the agency. The agency will also be responsible for any fines for non-compliance of any such Acts & Rules and Regulations.
- 24.4 The personnel deployed by the Agency found associating himself with any activities against the interest of the Corporation and/or not complying fully with the standing orders/Rules & Regulations of the Corporation may be liable to be removed either on the order of the agency or on such directive made by the Competent authority of the Corporate Office if any for such violations.
- 24.5 The Agency is required to **obtain a Labour License** from the competent authority of the Labour Department, Government of West Bengal. The Agency shall be responsible for fulfilling the required strength as per order and maintain the same at all points of time. The Agency shall be paid for actual duties performed by the personnel deployed by the Agency.
- 24.6 Agency shall be liable for all payments to their employees for performance of duty and the company, in no events will be liable or responsible for any payment other than the payment stipulated in the contract.
- 24.7 The Agency shall undertake to disburse the monthly wages to their personnel in presence of the authorized representative of the WBPDC by 7th of every month, positively, irrespective of settlement of monthly bills by the Corporation. The Agency shall not pay less than the minimum wages to the Personnel engaged as notified by the Labour Department, Govt. of West Bengal which is applicable for the employees.
- 24.8 In case of any disputes regarding payment of wages and its rate etc. raised by any of the Personnel, so deployed by the Agency under this contract, the sole liability to settle the dispute shall vest with the Agency and if for any reason any extra payment of difference of wages etc. becomes payable to any individual the same will be borne by the Agency.
- 24.9 Agency shall provide Proper Identity Card to the working personnel. All the working personnel should display the card during duty hours.
- 24.10 The Agency shall not engage any person having bad/criminal record. During discharge of duty/leisure time the behavior with the Corporation employees should be polite & good and the personnel shall not indulge any unwanted dispute to disturb the I.R. situation of the Corporate Office.
- 24.11 The Agency shall submit to the authority a list of personnel engaged by it along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth and one copy of recent colour photo) at the beginning of the contract.
- 24.12 The Agency shall not change any personnel without prior permission of the concerned authority of the Corporate Office, though the Agency has to rotate its employees in every six months. However, the Agency may change its employees on transfer from this site to another site with approval of the authority.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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- 24.13 The Agency shall maintain regular Attendance Register of the personnel deployed at the Corporate which is to be provided to the Competent Authority as and when required.
- 24.14 The Agency shall deploy Personnel on the basis of 8 hours duty and their weekly Off & National Holidays shall be allowed to them. The Agency has to deploy the required number of personnel per day as per order throughout the period of contract, and in case of deployment of any personnel beyond 8 hrs normal duty he will be allowed extra wages as per law.
- 24.15 The Agency shall at his own cost, observe, perform and comply with the provisions of the following acts as and when applicable, during the execution of the contract period and rules/by laws framed there under including but not limiting to the following and shall maintain such registers and documents as required under the various statutes for production of the same before the Corporation and/or other statutory authorities prescribed on behalf as and when required. **Non-compliance of the provisions/stipulations of this Acts will render the Agency liable to payment of necessary compensation/ penalty as deemed fit by the Corporation.** The Corporation at its discretion may also terminate the contract in the event of non-compliance of the Acts as and when applicable.
- a) The Contract Labour (Regulation and Abolition) Act 1970.
  - b) The Payment of Wages Act 1936.
  - c) The Employees Provident Fund & Miscellaneous Provisions Act, 1952.
  - d) The Payment of Bonus Act 1965.
  - e) The Employees State Insurance Act 1948.
  - f) The West Bengal Shops and Establishment Act, 1963.
  - g) Any other Act or rules and statutory provisions which may be applicable to the agency from time to time.
- It will be the sole responsibility of the Agency to ensure all sorts of payment to his workers and submissions of returns in time as required by various Statutory Authorities concerned.
- 24.16 The Agency shall ensure that its personnel do not indulge in smoking or carry match boxes, lighter etc. in No Smoking Zone, if any of the office premises.
- 24.17 The replacement of personnel in case of sickness / leave / strike or otherwise shall be the responsibility of the Agency and for this no extra cost shall be paid by the Corporation.
- 24.18 If any Personnel found to be sleeping 'on duty' or found intoxicated while 'on duty' will also be deemed to be absence for the full man shift involve & for such activities he will be liable for disciplinary action by his employer.
- 24.19 In case of any loss due to negligence, carelessness, default or any omission or conduct on account of employees of the Agency, the same shall be made good by the Agency or its employees as per the Corporation's Rules. It will be assessed by joint inspection.
- 24.20 The Facility Manager will command the entire activities of the overall contingent with responsibility to discipline and turn out and the Manager/supervisor will supervise the task assigned by the Competent Authority of the Corporate Office from time to time.
- 24.21 Statutory Bonus: Calculation of bonus will be in line with the Payment of Bonus (Amendment) Act 2015 i.e. on minimum wages (on actual attendance) as fixed by State Govt. or Rs. 7000/-, whichever is higher, as payable to the respective category of personnel as notified by Govt. of WB on applicable zones. However, if any changes results due to judgement of Apex court or Appropriate Govt., the decision of the same are to be carried out

# **THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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24.22 Debaring / Blacklisting: Debaring / Blacklisting action may be adopted if such situation arises following existing norms and policy of WBPDC.



# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## ANNEXURE-1

### SAFETY PPE

Type of Hose-Keeping Personnel	Whether safety PPE is Required YES/ No	Types of Safety PPE required
Facility Manager (Male) / Supervisor (Male)	No	
Lady front office Executive (Reception)	No	
Plumber	Yes	1. Helmet 2. Safety Shoe 3. Hand Gloves 4. Leather Cotton
Electrician	Yes	i) Safety Goggles ii) Helmet / ISI hard hat iii) Non steel toed Safety shoe iv) Insulated hand Gloves v) Fire retarded cloth
Pantry Boy	No	
Gardener	Yes	Hand Gloves (leather)
Cleaner	Yes	Hand Gloves (Rubber)

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

## ANNEXURE-2

### MANDATORY SAFETY CLAUSE

#### SAFETY PROVISION RELATING TO CONTRACTOR:

1. The contractor shall be vigilant to ensure provisions of Factories Act, 1948 and other statutory provisions as applicable in respective Power Station/Project.
2. It shall be the responsibility of main contractor to ensure that all safety requirements are followed by the employee and staff of the sub-contractor.
3. The contractor employing two hundred employees or more, including contract worker, shall have a Safety Coordinator in order to ensure the implementation of safety requirement of the contract and a contractor with less number of employees, including contract workers, shall nominate one of his employees to act as Safety Coordinator who shall liaise with the Safety Officer on matter relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
4. The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatality and compensation arising out of such situation or incidents.
5. In case of any accident, the contractor shall immediately submit a statement of the same to the owner/head of the concerned Department and Safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition the contractor shall submit a monthly statement of the accident at the end of each month.
6. Contractor must ensure use of Personal Protective equipment by its workers in line of their allotted job.-
  - i. The personal protective equipment to be supplied by the contractor to their worker must be in line with IS/CE/or equipment approve standards before commencement of the work. The contractor should bid the price in line with this.
  - ii. PPE list against the kind of job is given below:-

PROTECTION OF JOB	APPROPRIATE PPE
1. Working at Height. (above 1.8 meter from immediate floor)	Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, leather/Cotton Hand gloves etc.
2. Chipping, Grinding, drilling, powered fasteners.	Goggles & Face Shield, Helmet, Safety Shoe, Leather/Cotton Hand gloves etc.
3. Chemical (Liquid & Solid) Handling, Degreasing, Spraying, Splashing.	Chemical Goggles, Safety Glasses, Face Shield, Nose guard, Helmet, , Safety Shoe, Rubber Hand gloves, Chemical suits etc.
4. Woodworking, Sweeping, Dusting.	Safety Glasses, Face Shield, Nose guard, Helmet, Safety Shoe, Leather/Cotton Hand Gloves etc.
5. Welding Job. Cutting, Brazing, Soldering, to avoid injury due to flashing.	Welding helmets /welding shields used over primary eye protection, Helmet, Safety Shoe, Leather/Cotton Hand Gloves etc.
6. Working at High Temperature.	Safety Goggles, Helmet, Safety Shoe, Heat Resistant Hand Gloves etc.
7. Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe ,Cut Resistant Hand Gloves etc.
8. Impact, operation of Overhead Crane	Safety Goggles, Helmet, Safety Shoe, Hand Gloves etc.
9. Electrical work	Safety Goggles, Helmet, Non steel toed Safety Shoe, Insulated Hand Gloves, Fire retardant clothing etc.
10. Chemical like particulates, gas, vapour fumes.	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.
11. Oxygen deficiency work (Confined space	Safety Goggles, Helmet, Safety Shoe, Supplied Air

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

job etc.)	Respirator (BA set) etc.
12. Fire fighting job and Rescue work.	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance suits. Leather /cotton hand gloves etc.
13. Working at Noisy Area.	Safety Goggles, Helmet, Safety Shoe • 85 dB to less than 100dB required Air Plugs. • 100dB or greater required Air Muffs

7. The contractor will ensure medical examination for its workers who are working at hazardous area before commencement of the work and once in every year by qualified medical doctor as per provision in the Factories Act, 1948 and W. B Factories rule and maintain a register for the same for inspection by Respective Department and Safety Department on demand.
8. The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have right to disallow the unsuitable worker (e.g. a vertigo patient can't be allotted a job at height). The contractor shall engage suitable nos of supervisors to ensure safety of all place of worker during execution of the work.
9. In case of injury, the contractor will send the injured person to hospital /Dispensary/First Aid centre with statement to head of the concerned department under whom he works as well as Safety Officer. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt. /Govt. registered Doctor and the said certificate will be submitted to the safety department and HR & A Department before resumption of work by the said injured worker .The contractor will maintain an arrangement at his own cost to administer first aid in case of minor injury to any working personnel.
10. The contractor must report about serious injury/fatality of his worker to the head of the concerned Dept. and Safety Officer immediately.
11. After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
12. Without prejudice to the right conferred by the clause as mentioned before for stoppage of work for violation of Fire & Safety requirement ,contractor should be liable for penalties mentioned below:-
  - i. Upto Rs. 5000/- DGM(Technical Cell)/Head Fire & Safety Dept/Head of the Dept. where work is being done for 1<sup>st</sup> violation of safety norm, non use of PPE like Safety Shoes, Hand Gloves ,Safety Helmet, Goggles etc as per work requirement of contractor and their worker.
  - ii. Fine upto Rs. 20,000/- on 2nd violation as mentioned in clause (i) above.
  - iii. Contractor shall be debarred for one(1) year/deregistered from taking up further contractual work in station/project from the date of issue of debarring/deregistering order on 3rd violation as mentioned in clause no.(i) above.
  - iv. Fine upto Rs.10,000/- for violation of non use of full body harness by contractor and contractor worker for working height job.
  - v. Fine upto Rs. 25,000/- (Min) to Rs. 50, 000/- (Max.) for serious injury caused by violation as mentioned in clause no. (i) to (iv).
  - vi. Independent of the above, contractor shall be fined Rs. 1,00,000/- (Rupees one lakh) or more and debarred /deregistered from taking up further contractual work in WBPDCCL from the date of issue of debarring /deregistering order in case any fatal accident occurs due to violation as mentioned clause (i) and (iv) above.
13. The "Safety Clearance Certificate" is mandatory as attached in "Safety"- Annexure for final clearance of payment.

## EQUIPMENT QUALITY:-

- a) Contractor shall provide good condition equipment for job.
- b) Equipment shall operate only by trained /competent and designated employee.
- c) Contractor shall provide relevant certifications of the equipment before putting in service.
- d) Electrical Maintenance or repair (Including minor) shall only be performed by approved competent person related to electrical work.

# **THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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- e) The contractor shall ensure periodic testing /Examination of equipment as well as safety tools and tackles used by them as per provision of The Factories Act, 1948 and The West Bengal Factories Rules, 1958 and maintain a register for the same for inspection by respective dept/ Fire & Safety Dept. on demand.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

## ANNEXURE-3

### SAFETY CLEARANCE CERTIFICATE

To  
The Safety Officer  
DGM (Technical Cell)  
\_\_\_\_\_Station/Project  
West Bengal Power Development Corporation Ltd.

Subject : Clearance regarding fulfillment of Safety requirement as per  
Annexure-“Safety”.

Name of Agency: \_\_\_\_\_

Work order: \_\_\_\_\_

Dear Sir,

With reference to the above may please confirm whether relevant safety requirement, terms and condition as mentioned **Annexure-“Safety”** attached with the work order has been fulfilled by us during the execution period or any accident occurred due to willful/non fulfillment of condition of safety rules in spite of caution letter by Fire and safety Department.

Party Signature with stamp: ---

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Remarks:

Officer	Signature with Name	Remark (if any)
Controlling officer(Dept.)		
Safety Officer / Sr. Manager(Tech. Cell) / Dy. General Manager(Tech. Cell)		

**ANNEXURE-X1**

**DECLARATION**

**DECLARATION BY BIDDER**

- A. I,----- on behalf of -----(name of the company /partnership firm)-----  
----- do hereby declare that I have gone through all the provisions of NIT  
No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents)  
and clearly understood the implications of all those provisions and submitting my / our bid adhering all the  
provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).
- B. I,\_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of  
the bidder) hereby declare that M/s. \_\_\_\_\_ (name of the bidder) is not blacklisted/  
debarred by any Government department/Public Sector Undertakings/ Other Government Agencies for  
which we have executed/undertaken the works/ services during the last \_\_\_\_\_ year(s).
- C. I, \_\_\_\_\_on behalf of M/s. \_\_\_\_\_ (name and address of the  
bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/  
supplied tender document and the tender document submitted by M/s. \_\_\_\_\_ (name of the  
bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my  
knowledge and in the event any of the above information at a later stage, is found to be false, by the  
Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole  
risk and cost.

Signature of Bidder / Authorised representative

Seal of the Company

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

## ANNEXURE-I

### BIDDER INFORMATION SHEET

(To be filled, signed and attached)

1.0	Proposal No. and Date	
2.0	Validity of offer from date of opening of bid	
3.0	Name and Communication Details	
3.1	Full legal name of Prime Bidder	
3.2	<b>Registered Office details</b>	
a)	Address	
b)	Contact Telephone Nos.	
c)	Email ID	
d)	Fax. Nos.	
e)	Person to be contacted	
3.3	<b>Kolkata office details</b>	
a)	Address	
b)	Contact Telephone Nos.	
c)	Email ID	
d)	Fax. Nos	
e)	Person to be contacted	
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)	
4.1	<b>Type of organization and its legal entity</b>	
a)	In case of individual: Give his full name, address, place and nature of business.	
b)	In case of partnership firm: Give the names of all the partners and their addresses.	
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.	
5.0	<b>Names of Responsible persons and their designation: (for handling all aspects of this tender/order)</b>	
	Person	Designation
	Based at	Telephone No./E-mail/Fax
a)		

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

b)				
c)				
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)			Enclosed/Not enclosed
8.0	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so			Yes/No
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
10.0	Product catalogues, leaflets etc. attached			Yes/No
11.0	Financial Details of the Bidder			
11.1	Name & address of Bankers			
11.2	GST Registration details			
11.3	PAN/TAN No.			
11.4	Annual turnover of Bidder For last three (3) Fiscal year 1) 2016– 17 2) 2017– 18 3) 2018– 19			
11.5	Enclosed Copies of Balance Sheets and Profit and Loss Account (duly audited certified public/chartered account) for the past 3 accounting (fiscal) years			

**Signature** : .....

**SEAL OF COMPANY**

**Name** : .....**Designation** : .....

\* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation



# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## ANNEXURE-A

### PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/BID GUARANTEE(EMD)

(To be stamped in accordance with Stamp Act)

Ref No.: \_\_\_\_\_

Date: \_\_\_\_\_

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhawan,

Plot No. - 3/C, Block - LA,

Sector – III, Salt Lake City,

Kolkata – 700 106.

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. \_\_\_\_\_ M/s. \_\_\_\_\_ having its Registered Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said Tender for \_\_\_\_\_.

As an irrevocable bank guarantee against bid guarantee for an amount of \* \_\_\_\_\_ valid for Two Hundred Seventy (270) days from \_\_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (Address of Bank) guarantee and undertake to pay immediately on demand by The West Bengal Power Development Corporation Limited the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to \*\* \_\_\_\_\_ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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All rights of The West Bengal Power Development Corporation Limited under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBPDCCL brings any suit or, section to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_ .

WITNESS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Note \* The amount shall be as indicated in the NIT.

\*\* This date should be initially for One Hundred and Eighty (180) days with additional claim period of 90 days and may be extended from time to time.

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## ANNEXURE-B

### PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: \_\_\_\_\_

Ref No. : \_\_\_\_\_ Date: \_\_\_\_\_

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhawan,

Plot No. - 3/C, Block - LA,

Sector – III, Salt Lake City,

Kolkata – 700 106

Dear Sirs,

In consideration of The West Bengal Power Development Corporation Limited (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor resulting in a "Contract" bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to \* \_\_\_\_\_ % (percent) of the said value of the Contract to the Purchaser. We, \_\_\_\_\_ (Name and address) 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 Purchaser, on demand any and all money payable by the Contract to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser 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

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser 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 and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser 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 Purchaser 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 that the Purchaser may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_ and shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period, as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

All rights of the Purchaser under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the Purchaser brings any suit or section, to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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(Name)

(Name)

---

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of \_\_\_\_\_

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

# THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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## ANNEXURE – C

### PROMORMA FOR CONTRACT AGREEMENT

THIS AGREEMENT made at this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity invited bids “<Tender Description> in WBPDCCL” and has accepted the Bid offered by the Bidder/Contractor for the same in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”). After due consideration, the procuring entity has decided to entrust to the contractor with the job/ work/ supply of “< specify the job/ work/ supply >”

FOR THE CONSIDERATION payable under this agreement, the contractor hereby agrees to complete the execution of job/ work/ supply in a satisfactory manner following scope of Work within the specified period.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (b) the Procuring Entity’s Notification (LoA) to the Contractor of Award of Contract;
  - (c) the Bid Forms(including Price Bid) submitted by the Contractor;
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) \_\_\_\_\_
  - (g) \_\_\_\_\_

This Contract shall prevail over all other Contract documents which are not covered under Clause 2 above. In the event of any discrepancy or inconsistency within the Contract documents referred under Clause 2, then the contract shall be governed by the documents in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to provide the goods and services / to execute works and to remedy defects therein in conformity with the provisions of the Contract in all respects.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services / execution of works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the applicable laws of the land of the Procuring Entity on the day, month and year indicated above.

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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Signed by \_\_\_\_\_ (for the Procuring Entity)

Signed by \_\_\_\_\_ (for the Contractor/ Lead Member)