TENDER FORM FOR

"Maintenance and Operation of Central Air-Conditioning Plant – 2 x 55 TR Blue Star Make"

A. NOTICE INVITING TENDER

Sealed bids for "Maintenance and Operation of Central Air-Conditioning Plant" at the campus of Satyendra Nath Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake Kolkata— 700098 are invited from qualified and experienced Agencies.

A.1. Qualification of the bidder

- (a) The bidder must have minimum 3 years of consistent experience in maintenance and operation of Central Air-Conditioning Plant with capacity of at least 2X55 TR in Govt/Semi Govt. /PSU/reputed private organization/educational institutes/university.
- (b) The average annual turnover of the bidder shall be minimum of Rs. 5, 00,000/- (Rupees 5 Lakh) per annum during the last three years.
- (c) The bidder should possess valid trade license registration and provide registration certificate with EPF, ESI, Service Tax, and Professional Tax.
- (d) The bidder must have provided at least 5 experienced personnel to an organisation and should submit document as per Clause E.1.30 of tender in last 3 (three) years.

A.2. Details of the bid documents

- Bid document can be downloaded from the Centre's official website www.bose.res.in
- b) All tenders shall be accompanied with an Earnest Money Deposit (EMD) of Rs.7, 200/- (Rupees Seven Thousand Two Hundred only) payable in the form of Demand Draft/ Bankers Cheque in favour of "S. N. Bose National Centre for Basic Sciences, Kolkata 700 098".
- c) The validity of the tender will be 90 (ninety) days from the last date of submission of bid.

Sd/-

Campus Engineer Cum Estate Officer

B. INSTRUCTION TO BIDDER

B.1 Submission of Bid

- B.1.1. The bid in original form only and duly signed on all pages shall be submitted by the bidder.
- B.1.2. Bidder is advised to submit the bid strictly in accordance with the terms and conditions and specifications contained in the bid document and not to mention any deviation or condition. Centre reserves the right to reject any bid at any stage containing deviations to the terms, conditions and requirements stipulated in the bid document.
- B.1.3. Bid shall be submitted in two parts: Part I Technical Bid and Part II Price Bid. Part-I and Part-II shall be separately sealed and superscripted with the words 'Part I: Technical Bid' and 'Part II: Price Bid', whichever is applicable. Both the parts shall be put in one single sealed envelope and shall be super scribed with the words on the top of the envelop "Tender for Maintenance and Operation of Central Air-Conditioning Plant." The full name, postal address and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

PART – I: Technical Bid shall contain the following with proper reference and index:

- a. Earnest Money Deposit (EMD)
- b. Acceptance of confirmation to the bid evaluation criteria i.e. blank bidding document duly signed and stamped on all pages by the authorised signatory thereby accepting all terms and conditions.
- c. Details of credential of similar nature of job for the last 3 (Three) years along with copy of work order, performance certificate/completion certificate from the present employers.
- d. Valid Electrical contractor Licence.
- f. Documents related to Trade License, IT PAN, Professional Tax Registration, Service Tax Registration, EPF and ESI registration.
- g. Financial statement for last 3 years (2009-2010, 2010-2011 and 2011-2012).
- h. Technical qualification/experience of operators and helper with supporting documents as stipulated under clause E.1.30
- i. Additional relevant documents, if any.
- j. Bidder should submit a list of no. of personnel registered under E.P.F. & E.S.I.

PART – II: Price Bid shall contain the Price Bid as per schedule of rates enclosed.

- B.1.4 The tender shall be dropped in the Tender Box kept at the ground floor at Main Building of the Centre. The due date of Tender Submission is 28.06.2013 up to 14.00 hours IST. Technical bid will be opened on same day at 15.30 hours IST in presence of authorised representative of bidders. Only technically qualified bidders will be invited to be present during opening of the price bid.
- B.1.5 Period of Contract: For a period of 12 months.

B. 2. BIDS

B.2.1. Signature on Bid(s)

- i. The bid must contain the name, address and place of business/office of the person or persons submitting the bid and must be signed and sealed by the bidder with his usual signature on every page of the BID. The names of all persons signing should also be typed or printed below their signatures.
- ii. Bid by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.
- iii. Bid by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- v. The bidder's name stated in the BID shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.

B.2.2 Correction in Bid

All changes / alteration / corrections in the Bid shall be signed with date in full by the person or persons signing the Bid. **No erasing and / or overwriting shall be allowed.**

B.3. Transfer of BID documents / BIDS

Transfer of bid document purchased by one bidder to another is not permissible. Similarly transfer of bid submitted by one bidder to another is also not permissible. No alteration of bid shall be permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited.

B.4. Earnest Money Deposit (EMD)

Each bid must accompany EMD in the form of Demand Draft/ Bankers Cheque of Rs. 7, 200/- (Rupees Seven Thousand Two Hundred only) issued by a Nationalized Bank in favour of **S. N. Bose National Centre for Basic Sciences** payable at Kolkata shall be submitted with the Part I-Technical BID. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

The EMD of un-successful bidders shall be refunded after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

B.5. Validity of BID

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Centre. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder's EMD shall be forfeited.

B.6. Right of Centre to accept or reject the BIDs

The right to accept the bid in full or in part shall rest with the Centre. However, the Centre reserves the right to reject any or all the bids at any stage received without assigning any reason whatsoever. The bids, in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. bids not meeting the bid evaluation criteria as stipulated in the document shall be summarily rejected.

B.7. Signing of the Contract

The successful bidder shall be required to execute a **Contract Agreement** on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the **Letter of acceptance of bid**. In the event of failure on the part of the successful bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of bid shall be considered as cancelled.

B.8 FORMAT FOR SUBMISSION OF BID:

To:

S.N. Bose National Centre for Basic Sciences, Block JD, Sector III, Salt Lake, Kolkata -700 098

Subject: BID for providing "Maintenance and Operation of Central Air-Conditioning Plant of the Centre "in the Campus of the Centre on contractual yearly/monthly basis.

- Having carefully examined all the BID Documents attached to your invitation to BID no. SNB/ENGG/TENDER/2013-2014/04 we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose Rs.7, 200/- herewith as Earnest Money Deposit in form of Demand Draft no. dated issued by in favour of S.N. Bose National Centre for Basic Sciences, Kolkata.
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance in without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the last date of submission of the BID and the period shall remain binding. We also understand that we shall not withdraw this BID during this period of 90 (Ninety) days and in the event of default the Centre shall have the right to forfeit the EMD.
- 5) Should this BID be accepted we hereby agree to abide by and fulfil all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the Centre is not bound to accept the lowest BID received, fully or in part thereof.
- 6) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Centre and Ourselves.
- 7) We hereby submit our offer and enclose "Schedule of Rates"

For and behalf of:
(Signature and Seal of the bidder)

C. DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- C.1 The 'CENTRE' shall mean S.N. Bose National Centre for Basic Sciences, with its premises located at JD Block, Sector III, Salt Lake, Kolkata 700 098 and shall include its authorized representatives, successors and assignees.
- C.2 The 'CONTRACTOR' shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Centre and includes the Contractor's legal representative, his successors and permitted assignees.
- C.3 The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Centre.
- C.4 The "BID/TENDER DOCUMENT" shall mean the documents issued by the Centre to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.
- C.5 The 'LETTER OF ACCEPTANCE OF BID' shall mean an official invitation from the bidder to the Centre to the effect that all terms & conditions have been accepted in accordance with the provisions contained therein.
- C.6 The 'WORK' shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR in accordance with the contract.
- C.7 The 'CONTRACT' shall mean the agreement between the Centre and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, Letter of Intent ,LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Centre.
- C.8 The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

D. SCOPE OF WORK:

- **D.1** The scope of work broadly comprises of operation and maintenance of 2X55 TR capacity Central AC plant consisting of the following major equipments:
 - a) 2 Nos. Reciprocating water chilling units each having capacity of 55 TR. with 75 HP motor each.
 - b) 3 Nos. 10 HP condenser water pump sets.
 - c) 3 Nos. 10 HP chilled water pump sets.
 - d) 2 Nos. induced draft cooling towers.
 - e) 3 Nos. Air handling units.
 - f) 1 No. water softening plant.
 - g) 2 Nos. 2 HP water softening pumps.
 - h) 2Nos. 55 TR capacity compressor.
 - i) Centralised Main Control Panel.

D.2 Routine Maintenance

- (a) Daily checks, service and maintenance operation of log book relating to parameters.
- (b) Checking of water level float valve operation in cooling tower and make up water tank.
- (c) To check all valves and rectify water leakage through pump glands by tightening the valves or removing gland packing.
- (d) To check & tighten various nuts and bolt which may turn loose during operation.
- (e) To charge & regenerate water softening plant from time to time, with salt, chemicals and reagents (please specify in the offer the name of the salt, chemicals and reagents for the purpose) which are to be arranged by the agency and record to be maintained by the agency in a Register as proof to be shown to the authorised representative of the Centre.
- (f) Checking of compressor oil, refrigerant gas and lubrication / grease of the bearing from time to time. Required materials are to be supplied by the Centre.
- (g) To identify all technical faults and rectification of the same.
- (h) Monitor electrical controls for ensuring satisfactory performance.
- (i) Inspection of softening plant along with compressor and accessories for ensuring satisfactory performance. Required materials, if any, shall be arranged by the Centre.

D.3 Quarterly checks & services:

(A register to be maintained as proof)

- a) Checking the refrigerating system to identify sources of leaks, if there are any, and quantity of lubricating oil.
- b) Checking the electrical controls and other sequence of operation.
- c) Checking alignment of compressor and motor, if warranted.
- d) Checking alignment of condenser, chilled water pump, cooling tower motor and gear.
- e) Checking of Air handling unit alignment & usual wear and tear of motor belts.

D.4 Monthly checking and servicing of the following items:-

(Register to be maintained by the agency as proof)

- a) A.H.U Air filters to be cleaned.
- b) Cooling coil and fins of A.H.U to be cleaned.
- c) A.H.U Blades to be cleaned.
- d) Mobil oil to be pushed in A.H.U shaft and accessories and application of grease/lubricants to the bearing of motor and glands of all pumps required material shall be supplied by the Centre.
- e) Nozzles, levers, fin of cooling towers to be cleaned to prevent formation of moss and algae etc.
- f) Mobil oil to be pushed in shaft/bearing of cooling tower and application of grease to the bearing of motor and fan blades.
- g) Main electrical control panel to be serviced.
- h) Control panel along with gauge panel to be serviced.
- i) Motor and accessories to be serviced. Required materials shall be supplied by the Centre.
- Softening plant along with compressor and accessories to be serviced. Required materials, if any, shall be arranged by the Centre.

D.5 General Checking:-

(Required materials shall be supplied by the Centre)

- a. Replacement of fuses in case of a blown out fuse, topping up of cal, greasing of motors.
- b. Checking of contract shoes and replacement thereof in case of pilling of electrical switchgears.
- c. Replacement of cartridge filler whenever necessary

D.6 Overhauling of complete AC plant and accessories:-

(Required materials shall be supplied by the Centre)

- a. Condenser and Chillier to be descaled.
- b. Oil stainer, piston, nozzle pin, ring, discharge rid, oil pump, heater, oil seal, O ring etc. to be serviced.
- c. All motor to be varnished.
- d. Main electrical control panel to be serviced.
- e. Control panel along with gauge to be serviced.
- f. A.H.U to be serviced.
- g. Dumper and duct with diffusers to be serviced.
- h. Cooling tower and accessories to be serviced.
- Softening plant along with compressor and accessories to be serviced.
- j. Any other part of the AC plant, not covered by the above, to be serviced also.
- k. Overhauling of complete AC plant and accessories shall be taken up as and when required with prior intimation to the Centre preferably in winter Season.

D.7 Condition of Operation and Preventive Maintenance Contract:

- a) Daily inspection relating to all the work, checking, servicing maintenance as well as daily maintenance of log books will be the responsibility of the contractor. The logbook for recording relevant technical parameters will be kept at site for 24 hours and should be easily available for the purpose of inspection by the authorised persons.
- e) The contractor will be responsible for the proper upkeep of all the equipments and accessories in operation, maintenance, servicing and its safety from no hazards.
- g) Arrangement of necessary tools, instruments and other necessary items for operation, maintenance and servicing work will be the sole responsibility of the contracting agency.

E. GENERAL CONDITIONS OF CONTRACT:

- E.1.1 The Contractor will be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Centre from time to time.
- E.1.2 The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for operation and maintenance of the Central AC plant.
- E.1.3 The Contractor should provide identity cards to its staff. Any change of staff, the owner should be informed in advance.
- E.1.4 In case the any material/property of the Centre are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform the Departmental Head of Concern Department. In such a case, the Contractor will be liable to replace the item at his own cost or the Centre shall have the right to recover the loss from the Contractor's monthly bill. The decision of the centre of the Centre in this matter will be final.
- E.1.5 The Centre premises are the property of the Centre and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the Centre decides that the Contractor should not be allowed to run the service, the Centre will be entitled to restrain the Contractor from entering the campus.
- E.1.6 Supply of total number of personnel for providing **Maintenance and Operation of Central Air-Conditioning Plant of the Centre** as mentioned here in under:

SI. No.	Name of the Post	Category	Nos. of Operator	Working Hours (Monday to Saturday)
1.	Operator	Skilled	01 No.	8.30 am to 4.30 pm (Monday to
				Saturday) Sunday-Holiday
2.	Operator	Semi	01 No.	10.30 am to 6.30 pm (Monday to
		Skilled		Saturday) Sunday-Holiday
3.	Helper	Un Skilled	01 No.	9.00 am to 5.30 pm (Monday to
				Saturday) Sunday-Holiday

- E.1.7 The Contractor shall comply with the Minimum Wages Rules set by the Ministry of Labour, Government of West Bengal, and in the tender application the categories of the labour to be engaged should be specified as viz. Skilled, Semi-skilled and Helper. The Contractor will make payment to his staff engaged in the Centre as per the minimum wages rates for these categories, as specified from time to time by the Regional Labour commissioner (State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
- E.1.8 The Contractor's staff shall not be treated as the Centre's staff for any purpose whatsoever. The Contractor shall be responsible for strict

compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Centre shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.

- E.1.9 The Contractor shall pay wages directly to the workman within 10th day of every month.
- E.1.10 The Contractor shall not appoint any Sub-Contractor for the work assigned to him.
- E.1.11 The Contractor shall make his own arrangements for transportation of his employees, if required.
 - a) The operation of plant will be from 8.30 AM to 6.30 PM for six days a week (Monday to Saturday). Prior notice would be given to the Contractor for operation on Sunday. No extra charge would be given for working on Sundays from the Centre.
 - b) Operation and maintenance work will be performed only by valid Licence holding Contractor/trained and experienced operators. The contractor should submit the full credentials of the operators before their engagement in the work of the Centre.
 - c) The contracting agency will arrange suitable working staff during all leave vacancy of normal working staff with intimation to the Centre. The credentials of newly deployed staff, failing which proportionate deduction of the quoted rates will be made by the Centre from the bill without any further reference. In this regard, a standby list shall be submitted to the Centre.
 - d) The Centre shall supply the consumable materials and spare parts. The contractor should intimate the Centre the essential and necessary spare parts during contract period in the offer so that it can be considered and procured in stores in the Centre for ready requirement.
 - e) All the matters related to labour welfare, labour accommodations, and payment of minimum wages as amended from time to time and proper register in this respect as required by law to the concerned labour officer shall be the responsibility of the contractor .Under any circumstances Centre shall not be involved for such liabilities.
 - f) The Centre reserves its right to terminate the contract by giving 1(One) Month notice in writing without assigning any reason whatsoever.

E.1.12 Payment Terms:

For the above work, the contractor will be paid as per the following terms and conditions.

- 1. Payment will be made on monthly basis at the end of every month for which proper bill has to be submitted by the Contractor to the Centre along with such report(s) for verification as mentioned in the above clauses.
- 2. All payment will be made by the Centre by A/C payee cheque, only after deducting Security Deposit (@5%) of monthly bill amount and any other taxes admissible by the Centre. Security deposit shall be returned back after successful completion of the contract.
- 3. Payment is to be made on the basis of actual man-days worked.
- 4. All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule thereof.
- 5. Payment will be made after ensuring that AMC service has been satisfactory during the period.

E.1.13 Payments of Security Deposit, Earnest Money & Final bill:

The above may be released only if it is accompanied by the proof of the following:

- (a) Having handed over the complete establishment including all materials and equipments of the Centre to the Campus engineer cum Estate Officer or his authorized representative, in good condition.
- (b) Having vacated the Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

E.1.14 SECURITY DEPOSIT

- a) Security deposit @ 5% of monthly bill amount will be recovered by the Centre from the bill of each month for the faithful and due performance of the contract by the Contractor in accordance with the terms and conditions specified in this contract. The security deposit will be returned to the Contractor without any interest after satisfactory completion of the contract. EMD shall be part of the Security Deposit.
- b) Forfeiting of Security Deposit: Security Deposit is liable to be forfeited and Credited to the Centre in the event of a breach of Contract by the Contractor.

E.1.15 TERMINATION

a) Notwithstanding anything contained hereinbefore to the contrary, the Centre shall have full power and authority to terminate this Agreement

without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the Centre. If the Contractor abandons his service for which he/she is committed to the Centre, all his/ her dues e.g. EMD, Security Deposit, etc. will be forfeited by the Centre.

- b) The Centre reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.
- c) On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its men and materials from the Centre and the Contractor shall have no right to claim any demurrage/compensation from the Centre for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.
- d) Payments of final bill will be released only if it is accompanied by the proof of the following:
 - f) Having handed over the complete establishment including all materials and equipments of the owner or his authorized representative, in good condition.
 - g) Having vacated the Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

E.1.17 PENALTY

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Centre shall make alternative arrangement to do it and the difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

E.1.18 REVISION OF RATE

Effect of revision of minimum wages as per circular of Office of the Labour Commissioner, Govt of West Bengal revised time to time may be considered against contractor's appeal supported by relevant documentary evidence, subject to approval of the Competent Authority of the Centre.

E.1.19 TAXES, DUTIES AND LEVIES

All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor.

E.1.20 PERIOD OF CONTRACT

Contract period of the above work is 12 (Twelve) calendar months from the date of issue of work order.

E.1.21 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- a) If and whenever any of the Contractor's employee shall in opinion of the owner, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Centre or its authorised representatives, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the Centre, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the Competent Authority.
- b) The Contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.
- c) All Contractors' personnel entering upon the Centre premises shall be properly identified by badges of a type acceptable to the Centre which must be worn by them at all times during duty hours.
- d) The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff engaged by him in the Centre to the Registrar at the time of commencement of the contract. Any replacement of staff by the Contractor should be immediately informed to the Registrar.

E.1.22 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

E.1.23 PAYMENT OF CONTRACTOR'S BILL

- a) Payment due to the Contractor shall be raised by the Contractor to the Centre within 10th day of every month. The Contractor's shall submit the bill to the Accounts Section duly verified by the Engineering Section. However, the final payment shall be made to the Contractor within 3 weeks of the submission of bill after completion of all the obligations under the contract.
- b) Payments of bill shall be released only if it is accompanied by the proof of the following:

- i. Certified Attendance Sheet:
- ii. Challan for deposit of ESI;
- iii. Challan for deposit of Provident Fund;
- iv. Receipted payment of wage sheet to employees for the preceding month.
- v. Deposit challan of service tax for each preceding month

E.1.24 Payments of Security Deposit, Earnest Money & Final bill:

The above may be released only if it is accompanied by the proof of the following:

- (a) Having handed over the complete establishment including all materials and equipments of the Centre to the Campus engineer cum Estate Officer or his authorized representative, in good condition.
- (b) Having vacated the Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

E.1.25 ACCIDENT OR INJURY TO WORKMEN

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

E.1.26 DAMAGE TO PROPERTY

The Contractor shall be responsible for making good to the satisfaction of the Campus Engineer cum Estate Officer any loss or any damage to all structures and properties within the entire Centre premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the Campus Engineer cum Estate Officer.

E.1.27 ARBITRATION

a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.

- b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- c) It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
- d) The venue of the arbitration shall be at KOLKATA.
- e) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make there under and for the time being in force shall apply to the arbitration proceedings under this clause.

E.1.28 JURISDICTION

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submits to the jurisdiction of the courts situated at Kolkata for the purpose of actions any proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

E.1.29 GENERAL RULES

Smoking and drinking within the entire area of SNBNCBS is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

E.1.30 EXPERIENCE OF WORKMEN

SI	Description of	Experience of workman				
No.	Workman					
1.	Skilled Operator	The skilled operator should have at least 10 years of experience in operation and maintenance of Central AC Plant of Similar type.				
2.	Semi Skilled	The Semi skilled operator should have at least				
	Operator	05 years of experience in operation and maintenance of Central AC Plant of similar type.				
3.	Helper	The skilled operator should have at least 03				
	·	years of experience in operation and maintenance of Central AC Plant of similar type.				

E.1.31 Site Familiarisation

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the tenderer and shall be at his own responsibility and risk.

E.1.32 Safety Clause

The contractor shall ensure necessary safety measures in compliance with standard norms and practices for operation and maintenance of AC Plant.

SCHEDULE-1

SCHEDULE OF MINIMUM WAGES

(As per latest Govt. circular w.e.f. 01.01.2013)

SI. No.	Description	Operator(Skilled)	Operator (Semi skilled)	(Operator Unskilled)
A	Minimum Wage for 26 days			
В	Employees State Insurance (ESI) [4.75%]			
С	Employees Provident Fund (EPF) [13.61%]			
D	Bonus [8.33%]			
Е	TOTAL			

Note: 1. This schedule is as per latest notification issued by the office of the Labour Commissioner, Government of West Bengal, regarding Minimum Wages. Relevant circular is to be attached by the bidder.

Note: 2. Non compliance of wage rate by the bidder as per latest notification is liable to cancellation as per terms & conditions clause B.6. of tender document.

PRICE SCHEDULE

SCHEDULE-2

SI. No.	Particulars of Cadres	No. of Operator per month	Rate as per Schedule-1 (Rs)	Amount (Rs)
		(1)	(2)	
1.	Operator(Skilled)	1		
2.	Operator (Semi skilled)	1		
3.	Operator (Unskilled)	1		
4.	SUB TOTAL, (1)+(2)+(3)			
5.	Service Charge	% on (4)		
6.	SUB TOTAL, (4)+(5)			
7.	Service Tax @12.36%			
	Total amount (6)+(7), per month			
	Grand Total per month			

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Signature of the Bidder with date and seal