



OFFICE OF THE DISTRICT MANAGER
WEST BENGAL STATE SEED CORPORATION LIMITED
(A Govt. of West Bengal Company)

Naren Villa, Station, Road, Jalpaiguri -735101, Phone no. 03561-221725

Memo No. 192 /2017-18/WBSSC/JAL

Date: 06/09/2017

NOTICE INVITING TENDER

NIT No. 01/2017-18/WBSSC/JAL

Date: 14/09/2017

Sub: Inviting Tenders for engagement of Security Agency for providing security services in the WBSSC Ltd., Jalpaiguri Office Premises and WBSSC Ltd., Maynaguri Godown Complex.

Marked & Sealed Tenders are invited from reputed registered firms/Security Agency/ contractors, for providing security guards for one year contract. Tender period generally fixed for one year from the date of issue of work order and it may be extended for further period, If the both party willing to continue said contract considering satisfactory services by the service providing agency. The firm eligible to quote the tender shall have minimum five year experience in similar type of work and annual turnover not less than Rs. 50,00,000/- during last 3 years. Firms must be registered with PF, ESI and labour license authorities.

Contractor shall provide experienced person as per requirement & approval of the Managing Director, WBSSCL. during contract period. All persons engaged shall be paid at the rates as per minimum wages as notified by Govt. of West Bengal and as per approval of Managing Director, WBSSCL., Kolkata-13.

Tenderer shall quote GST charge on percentage basis on cost per month. The tender form can be purchased on deposition of Rs.1000/- (non-refundable) through Demand Draft, from the office of West Bengal State Seed Corporation Limited, Jalpaiguri on and from 15/09/2017 to 11/10/2017. Tender must be submitted by 2:00 pm on 12/10/2017 through Regd. post or dropping in tender box which shall be opened on the same day at 2:30 pm in the West Bengal State Seed Corporation Limited, Jalpaiguri office.

Firms/ Agency/ contractors applying for tender form shall enclose self attested valid copy of company profile, PAN No., GST Certificate, ESI, PF registrations, work experience and list of works in hand with the certificate from client for satisfactory execution of work with application, Form EMD of Rs. 7,000/- (seven thousand) in form of D.D. in favour of West Bengal State Seed Corporation Limited, Jalpaiguri, shall be enclosed with quoted tender.

Cost of tender document Rs.1000/- to be paid in the form of D.D. in favour of West Bengal State Seed Corporation Limited, Payable at Jalpaiguri.

Last date for receipt of tender: 12.10.2017 upto 02:00 pm

Tender opening date: 12.10.2017 at 02:30 pm

The detail information is available with website www.jalpaiguri.gov.in/www.wbsscl.com & notice board of this office.

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Officer In-Charge

**West Bengal State Seed Corporation Limited
 Jalpaiguri.**

Memo No.: 192/1(8)/WBSSC/JAL

Dated: 14.09.2017

Copy forwarded for favour of kind information and wide circulation to:-

1. The Managing Director, WBSSCL, Kol-13.
2. The Regional Manager, WBSSCL, Jalpaiguri Range, Jalpaiguri.
3. The District Magistrate, Jalpaiguri.
4. The Deputy Director of Agriculture (Admin), Jalpaiguri.
5. The Assistant Director of Agriculture (Marketing), Jalpaiguri.
6. The District Cultural & Information Officer, Jalpaiguri.
7. The District Informatic Officer (NIC), Jalpaiguri.
8. The Post Master, Head Post office, Jalpaiguri.
9. Notice Board of this Office.

**Officer In-Charge
 West Bengal State Seed Corporation Limited
 Jalpaiguri.**



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IMPORTANT INFORMATION RELATED TO TENDER

1	Purpose of WBSSC Ltd., Jalpaiguri	Engagement of Agency for providing security service in the WBSSC Ltd., Jalpaiguri Office Premises and WBSSC Ltd., Maynaguri Godown Complex
2	Date of issue of tender form	15/09/2017 to 11/10/2017
3	Purchase cost of tender form	Rs.1000.00 (One thousand) only.
4	Earnest Money Deposit	Rs.7000.00 (Seven thousand) only.
5	Cost of Tender form & EMD Pay through	Demand Draft from Nationalize Bank.
6	Last date for submission of tender with time	12/10/2017, 2:00 PM
7	Address for submission of Tender	Officer In-Charge, West Bengal State Seed Corporation Limited, Naren Villa, Station Road, Jalpaiguri – 735101.

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INSTRUCTIONS FOR BIDDERS

A. Eligibility Criteria:

- I. Tenderer must have a valid (as on bid submission date) license for security services as stipulated under the Private Security Agencies (Regulation) Act, 2005 and as amended/revised for the past three years.
- II. Tenderer must have achieved minimum annual turnover of Rs. 50 lakh during latest three completed financial years and should be profit making entity.
- III. Intending firm should be registered with Income Tax and GST departments;
- IV. Firm should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance of applicable and relevant labour laws.
- V. The agency or any of its partners /directors etc should not have been black listed/ debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities or in violation of the Private Security Agencies (Regulation) Act, 2005. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract.
- VI. Tenderer must have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.

B. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following valid documents along with application for issuing tender form:

- a) Self Attested copy of Registered Lease Deed
- b) Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
- c) Self-attested copy of valid license for security services of the Private Security Agencies (Regulation) Act, 2005 of the last three years.
- d) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- e) Self-attested copy of valid Licence Engage in the Business of Private Security Agency issued from West Bengal Home Department.



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- f) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- g) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- h) EMD of required amount as specified in this tender document.
- i) Income Tax clearance certificate or IT returnee submitted copy of last financial year.
- j) Self-attested copy of GST registration certificate for Security Agency, Employee Provident Fund (EPF) and PAN card.
- k) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given above.
- l) Declaration for not having been blacklisted by any State Government or by Government of India as per the given format of this tender document.

C. Preparation and Submission of Bids:

- I. Tenders are to be processed as per two bid system i.e.- Technical Bid and Financial Bid.
- II. All entries in the tender form should be legible and filled clearly.
- III. The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- IV. All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- V. Technical Bid should contain all the documents required and cost of tender form as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, Details of Staff available with the Agency.
- VI. Financial Bid should only contain the Price Schedule duly filled as per format given along with EMD as specified in relevant paras. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- VII. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages applicable in which case the bid shall be rejected.
- VIII. Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as "Tender for Security Services at West Bengal State Seed Corporation Ltd., Jalpaiguri.



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- IX. Sealed Tenders should be addressed and submitted along with EMD as specified in mused and sealed cover to the Officer In-Charge, West Bengal State Seed Corporation Ltd., Naren Villa, Station Road, Jalpaiguri, West Bengal, PIN – 735101, latest by 21.09.2017 within 02:00 PM either through Regd. Post or dropping in tender box.

D. Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 10% of the total value of the contract in the form of Bank Draft from any Nationalize Bank drawn in favour of **West Bengal State Seed Corporation Ltd., Jalpaiguri** covering the period of contract. In case, the contract is further extended beyond the initial period, the Security Money will have to be accordingly extended/renewed by the successful Security service provider.

- I. The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that; his tender has been accepted.
- II. If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

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TERMS AND CONDITIONS

1. The contract of Tender period generally fixed for one year from the date of issue of work order and it may be extended for further period. If the both party willing to continue said contract considering satisfactory services by the service providing agency it is curtailed or terminated by WBSSC Ltd., owing to deficiency of service, sub-standard quality of Security deployed, breach of contract, etc. Non-compliance with any relevant labour laws, or change in requirements of the WBSSC Ltd. or for any other reasons as stipulated in the contract to be entered into with successful bidder.
2. The contract shall automatically expire after one year from the date of issue of work order, unless extended further by the mutual consent of contracting agency and WBSSC Ltd., Jalpaiguri.
3. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and WBSSC Ltd., Jalpaiguri.
4. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of WBSSC Ltd., Jalpaiguri.
5. The WBSSC Ltd., Jalpaiguri. at present, has requirement of **4 nos. of Security Guards** (2 nos. at office purpose and 2 nos. for godown complex) for 16 hrs. service for the period from 6.00 PM to 10.30 AM/day . The requirement of the WBSSC Ltd., Jalpaiguri may further increase or decrease marginally, during the period of initial contract also and the successful bidder, awarded the contract, would have to provide additional Security staff, if required on the same terms and conditions.
6. The WBSSC Ltd., Jalpaiguri reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Security Service Provider.
7. The security agency shall employ about 10% manpower from the category of Ex-Servicemen not above the age of 50 years. The security agency shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment. The security agency shall not employ any person below the age of 18 yrs. and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
8. The security personnel deployed shall be the employees of the security agency at all times and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.



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9. The agency shall engage only such guards, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff. The agency shall submit copies of the discharge books of ex-servicemen to WBSSC Ltd., Jalpaiguri, before their deployment.
10. The agency at all times should indemnify WBSSC Ltd., Jalpaiguri, against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured all the time.
11. The contractor shall have his own establishment / set up / mechanism / training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-servicemen / Ex-Para Military Forces/ Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
12. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within contract period. No extra liability on this account will be borne by WBSSC Ltd., Jalpaiguri.
13. The eight hours shift generally will be from 06:00 pm. to 200 pm., 2:00 pm. to 10:00 am. But the timings of the shift are changeable and shall be fixed by WBSSC Ltd., Jalpaiguri from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
14. The personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by WBSSC Ltd.
15. The guards engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which invites compensation of Rs.500/- on each occasions and habitual offenders in this regard shall not be allowed to be deployed.
16. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/ Visitors/ Attendants and should project an image of utmost discipline. The agency shall have right to have any person moved in case of staff complaints or as decided by representative of the WBSSC Ltd. if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
17. The Security Service Provider should commence the security services within 07 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.
18. Intending Authority reserves the right to vary/alter/amend the eligibility criteria for the security Service Provider at any time, in its discretion, before the last date of submission of proposals.



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Compensation

- a. In case any of agency's deployed under the contract is (are) absent, compensation equal to double the wages of number of guards absent on that particular day shall be payable to WBSSC Ltd., Jalpaiguri and the same shall be deducted from the agency's bills.
 - b. In case any of agency's guards deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and compensation of double the wages shall be payable to WBSSC Ltd., Jalpaiguri.
 - c. In case any public complaint is received attributable to misconduct/misbehavior of agency's guards, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the agency's bill. Further the agency shall forthwith take steps for replacement of such guard.
1. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
 2. The agency will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
 3. It shall be responsibility of the agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in WBSSC Ltd., Jalpaiguri & Maynaguri Godown invariably wear ID card during office hours.
 4. The agency shall replace within twenty four hours any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the Security supplied by the agency, upon receiving written notice from the Authority. Notwithstanding the above, the Authority shall have the right to ask to change /replace the personnel at any point of time without assigning any reason.
 5. Authority (WBSSC Ltd.) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the agency.
 6. The agency shall be responsible for any damages done to the property of the Authority by the personnel so deployed. WBSSC Ltd. will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.
 7. The agency's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.



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8. The Security staff deployed by agency in the WBSSC Ltd. shall not claim any benefit, compensation, absorption or regularization of their services in the WBSSC Ltd. either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to WBSSC Ltd., Jalpaiguri. In the event of any litigation on the status of the deployed persons, WBSSC Ltd. shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, the WBSSC Ltd. is made a party to such dispute, the agency shall take all steps to protect the interest of WBSSC Ltd. and the agency shall reimburse the expenditure that would have been borne by WBSSC Ltd. to defend itself, if so required.
9. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
10. The agency shall be solely responsible for making payment directly to the deployed Security by 7th of each month.
11. The security personnel deployed by the agency shall work under overall supervision & direction of the agency and shall be guided by the Officer In-Charge WBSSC Ltd., Jalpaiguri. to the extent required.
12. The agency will properly maintain muster roll of the person employed/engaged in connection with the work at the Office premises of the WBSSC Ltd., Jalpaiguri & WBSSC Ltd., Godown Complex Maynaguri.
13. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified for actual shifts manned/operated by the personnel deployed by the agency and submit the same to Officer In-Charge, WBSSC Ltd., Jalpaiguri. by 3rd of the succeeding month.
14. The agency will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by WBSSC Ltd., Jalpaiguri to the agency due to contingencies, payment of wages to the deployed personnel by agency should not be linked with receiving of payment from WBSSC Ltd., Jalpaiguri and shall be independent of the same.
15. The agency will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - a. In order to ensure that such workers get their entitled wages by 7th of the succeeding month, the following schedule will be adhered to:
 - i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the agency in first week of following month.
 - iii. The agency must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month, agency will not be given any relaxation in this matter.



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- b. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
- Wages of workers were credited to their bank accounts on (date).
 - ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - He is complying with all statutory labour Laws including Minimum Wage Act.
- c. The agency should submit the bill in accordance with the above time schedule.
16. The entire financial liability in respect of security services deployed in WBSSCL., Jalpaiguri shall be that of the agency and WBSSCL., Jalpaiguri will in no way be liable for the same.
17. For all intents and purposes, the agency shall be the "Employer" within the meaning of different labour Legislations in respect of security personnel deployed by it, There shall be no claim by such deployed persons of any employment in WBSSCL., Jalpaiguri. The persons deployed by the agency in the WBSSCL., Jalpaiguri shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against WBSSCL., Jalpaiguri.
18. The agency shall be solely responsible for the redressal of grievances if any of its staff deployed in WBSSCL., Jalpaiguri. The WBSSCL., Jalpaiguri shall, in no way, be responsible for settlement of such issues whatsoever.
19. The WBSSCL., Jalpaiguri shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by agency in the course of their performing the functions/duties or for payment towards any compensation.
20. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
21. The agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
22. The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in WBSSCL., Jalpaiguri. The WBSSCL., Jalpaiguri shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.



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23. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to WBSSCL., Jalpaiguri to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
24. The agency shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to WBSSCL., Jalpaiguri or any other authority under Law.
25. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by WBSSCL., Jalpaiguri.
26. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the WBSSCL., Jalpaiguri is put to any loss / obligation, monetary or otherwise, the WBSSCL., Jalpaiguri will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
27. The agency shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in WBSSCL., Jalpaiguri, which shall be a condition precedent for payment of its bills.
28. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the WBSSCL., Jalpaiguri besides, annulment of the contract and other legal resource.
29. The successful bidder who is awarded the contract by WBSSCL., Jalpaiguri will retain all the documentary proof/papers deposited with the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by WBSSCL., Jalpaiguri, failing which a penalty of Rs.100/- per day shall be deducted from the monthly bill of the agency.
30. The WBSSCL., Jalpaiguri reserves the right to withdraw / relax any of the terms and condition mentioned above to overcome the problem encountered at a later stage for the smooth and timely provision of services.
31. Any delay or forbearance on the part of WBSSCL., Jalpaiguri or any waiver of its rights or condonation of any acts, on the part of WBSSCL., Jalpaiguri shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.
32. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.

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