

Bid Document
For
Execution of Works
Related to
Maintenance and Development of Garden
At
Milan Mela

Issued by:
West Bengal Trade Promotion Organisation
3 JBS Haldane Avenue, Kolkata – 700046
www.wbtpo.in

WEST BENGAL TRADE PROMOTION ORGANIZATION

E-Quotations are invited from reputed Companies having experiences in the field of Gardening works and who would be capable of undertaking the following jobs in Milan Mela :

a. Development and Maintenance of Garden

Interested parties may download further details from WBTPPO websites www.wbidc.in and www.wbtpo.com on and after **09.09.15**

The total Tender Document can be downloaded from the e-procurement portal www.wbtenders.gov.in/www.wbidc.com from **09.09.15**

The Companies having experience of executing similar jobs and having sound financial credentials may submit their offers after visiting the work site and as per details provided in Tender Document within **23.09.15** before 2:00 PM. The bids are to be submitted through online to <http://wbtenders.gov.in> .

By Order
Chief Executive Officer
WBTPPO

SECTION I		
WEST BENGAL TRADE PROMOTION ORGANISATION		
TENDER REF NO. : NIT no. WBTPO/T/ Garden/147/2015-16		
List of Important Dates of Bids		
Name of Work	Maintenance of Garden of Milan Mela Complex including supply of manpower, different plants and gardening items /materials.	
Duration od Contract	12 Months (1 year)	
Date of issue of Notice Inviting Tender	09.09.15	
Tender Document Download	Website	http://www.wbtpo.in http://www.wbidc.com , http://www.wbtenders.gov.in
	Download Period	09.09.15 on 6 pm to 16.09.15 upto 1 pm
Bid Submission	Start Date	11.09.15 from 12 pm
	Last Date	23.09.15
	Time	2:00 PM
	Place	Electronic Submission through wbtenders.gov.in
Bid Opening	Date of Opening	24.09.15
	Time of Opening	12:00 PM
	Place	WBTPO Milan Mela 3 JBS Haldane Avenue, Kolkata - 700046
Bid Validity	Last Date	90 days from the last date of bid submission
Officer Inviting Bids	Designation	CEO

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WEST BENGAL TRADE PROMOTION ORGANISATION

MILAN MELA

3, J B S Haldane Avenue
KOLKATA 700 046, PHONE: 033-22517513

Section-A

Memo no. WBTPPO/T/ Garden/147/2015-16

Date : 09.09.15

West Bengal Trade Promotion Organisation (WBTPPO) invites sealed item rate tenders from renowned and eligible Contractors for undertaking the following work (Submission of Bid through online)		
Place	Milan Mela, West Bengal	
Name of Work	Maintenance of Garden of Milan Mela Complex including supply of manpower, different plants and gardening items /materials	
Estimated cost of Construction	Rs. 715548/- (exclusive of Service Tax)	
Bid Security / Earnest Money	Rs. 10000/- (Rupees Ten Thousand only) through Demand Draft / Banker' Cheque payable to West Bengal Trade Promotion Organisation at Kolkata. The said Demand Draft / Bankers' Cheque should be submitted to the office of WBTPPO on or before the last date of submission of bid. However, the scan copy of DD / Bankers Cheque should be uploaded at the time of submission of bid through e-tender. The EMD of the unsuccessful bidder / bidders will be refunded after placement of Work Order. Note: EMD must remain valid for a period of 3 (Three) months.	
Site Visit	The contractor must satisfy himself and shall be deemed to have satisfied himself by local inspection of the site.	
Duration of Contract	12 Months (1 year)	
Tender Document Download	Website	http://www.wbtenders.gov.in
	Download Period	09.09.15 on 6 pm to 16.09.15 upto 1 pm
Bid Submission	Start Date	11.09.15 from 12 pm
	Last Date	23.09.15
	Time	2:00 PM
	Place	Electronic Submission through wbtenders.gov.in

Taxation	Taxes on materials and / or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBTPO will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBTPO
Name of concerned Organisation	West Bengal Trade Promotion Organisation
Eligibility of Bidder (Tech)	Experienced in Gardening works as mentioned in Cl. 7 of Section B
Communication	The CEO, WBTPO, MILAN MELA 3.JBS HALDANE AVENUE, KOLKATA-700046
Contacts	Phone No: 033-22517513 , Mr. Shyamal Kumar Majumder

Section B

General Instructions to the Bidders

1. Definitions

- The Company shall mean West Bengal Trade Promotion Organization (WBTPPO)
- The Contractor / Agency shall mean the party in whose favor the Work Order will be issued.
- SP means Service Provider

2. Background

To promote infrastructure support for holding fairs & exhibitions in Kolkata, Milan Mela, the permanent Trade Fair Complex near Science City on EM By- pass has been promoted by WBTPPO, a joint venture between WBIDC and KMC. A large number of fairs are being held in each year in Milan Mela Complex. There are green areas & few green pockets in this complex. This Expression of interest is invited from the Service Provider who can provide manpower for maintaining the existing greeneries and developing the green area in a effective manner for beautification purpose.

3. In the event of e-filling, intending bidder may download the tender documents from the website: www.wbtenders.gov.in/www.wbidc.com directly with the help of Digital Signature Certificate and earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of the West Bengal Trade Promotion Organization and also to be documented through e-filling. The original part of online submission of EMD should be submitted physically to the office of the WBTPPO under sealed cover before the date and time of opening of technical bid.

4. Both **Technical bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website www.wbtenders.gov.in/ www.wbidc.com. The Tenders are to be submitted through online to the website stated above in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

5. The Technical Bid and Financial Bid should be submitted online by 23.09.15 up to 2-00 p.m.

6. The **FINANCIAL OFFER** of the prospective Bidders will be considered only if the **TECHNICAL Documents** of the Bidders found qualified by the Chief Executive Officer, WBTPPO. The decision of the Chief Executive Officer, WBTPPO will be final and absolute in this respect. The list of Qualified Bidders will be displayed both in the website and also in the Notice Board of the office of Chief Executive Officer, WBTPPO and at Milan Mela on the scheduled date and time.

7. Eligibility criteria for participation in the tender

l) The prospective bidders should have satisfactorily completed during the last 5 (five) years at least one of the following industrial units, parks, PSUs, Govt Departments etc.

- a. Three similar completed works each valuing not less than the amount equal to 40% of the estimated cost. or

- b. Two similar completed works each valuing not less than the amount equal to 50% of the estimated cost. or
- c. One similar completed work valuing not less than the amount equal to 80% of the estimated cost.

II) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

N.B. :- Estimated amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate, similar nature of work.

iii. The agency who have been delisted or debarred by any government department shall not be eligible in any way.

iv. The prospective bidders shall have in their full time engagement of experienced personnel.

v. Valid upto date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate/ Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]

vi. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)

vii. The available Bid capacity (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the estimated amount put to quotation.

viii. In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)

ix. The prospective bidders should own/lease/arrange the required plant and machinery. Conclusive proof of machinery in working condition shall have to be submitted. (Non-Statutory documents).

x. Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents).

xi. Declaration regarding Structure and Organisation duly signed by the applicant to be submitted along with application.

xiii. Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

xiv. The Prospective bidder shall not have any pending litigation.

8. Payment Terms:

Payment shall be made within 21 days from the date of receipt of invoice in duplicate correct in all aspect as per full satisfaction of the authority supported with time / attendance sheet duly certified by WBTPPO's representative / details of statutory deduction challans on monthly basis.

(Note: Detailed Break up of Man-power salary disbursement, detailed break up for the items /Tools & Tackles provided for Gardening items shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBTPPO may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non performance as specified in the penalty clause 4.8)

9. Conditional bid or bid with clause of price variation will be rejected.

10. Mobilization of the manpower and resources should be made within 7 days from the of intimation.

11. Bids shall remain valid for a period not less than 90 (Ninety) days after the dead line date for Financial Bid submission. Bid valid for a shorter period shall be rejected.

12. Important Information:

A. DATE AND TIME SCHEDULE :

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.Q. Documents (online) (Publishing Date)	09.09.2015
2	Documents download start date (Online)	09.09.2015 at 6 P.M.
3	Documents download end date (Online)	16.09.2015 upto 1 P.M.
4	Bid Submission Start Date (On line)	11.09.15 at 12 P.M.
5	Bid Submission closing (On line)	23.09.2015 at 2 P.M.
6	Last Date of submission of original copies for the cost of Quotation Documents and Earnest Money Deposit (Off line)	23.09.2015 at 2 P.M.
7	Bid opening date for Technical & Financial Proposals (Online & Offline)	24.09.2015 at 12 P.M.

N.B. : In case of any non-scheduled holiday / bandh / strike on any of the date of opening the next working day will be treated as schedule date for the purpose.

B. LOCATION

Bid Submission	WBTPPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 ON OR BEFORE 2 PM, 23.09.2015.
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Bid Opening	WBTPPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 BY 12 PM, 24.09.2015
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13. Discipline:

SP shall maintain strict discipline and good order among its employees and shall abide by and confirm to all instructions by contractor and company governing security operations. Should company feel for just cause that the conduct of any contractor personnel is detrimental to WBTPPO's interest, WBTPPO shall ask the contractor in writing to remove such person(s) from the site immediately.

SP shall furnish at its sole expense and under its exclusive responsibility competent service personnel having technical qualification in requisite trade. The entire persons engaged should be experienced and able to communicate effectively.

SP shall be solely responsible throughout the tenure of this contract to provide all requirements of its personnel including medical attention, vacation and time off allowance and any other benefits which may be due to such employees under any law and otherwise. Company shall have no responsibility or liability whatsoever in this regards.

SP shall be solely responsible for strict compliance for meeting statutory requirements of labour laws connected with employment and proper record of its personnel. All personnel deployed at Milan Mela Complex shall be properly insured.

SP service personnel posted shall wear proper uniform and shoes and shall have badge for proper identification. Contractor shall provide these items as well as other materials like tool kit etc. to SP's service personnel to perform their duties.

WBTPPO at its own discretion reserves the right to remove any of contractors, OM personnel whose performance and conduct is not satisfactory.

Any matter regarding movement of machinery parts or the equipment as a whole shall be recorded properly in a separate permanent register. The time of entry and exit for such material supported by a chalan also to be recorded.

Any loss of material, equipment for the infrastructure facility shall be to the account of the SP and the cost of lost items / materials shall be recovered from SP's monthly bill.

14. Bank Guarantee:

Contractor shall furnish to WBTPPO at the time the contractor executes this Work Order, a Bank Guarantee in form satisfactory to WBTPPO, for 10% of the Work Order value. The Guarantee shall include the faithful and diligent performance of all the undertakings, obligations and liabilities of contractor or any authorized sub-contractor arising hereunder and further guarantee WBTPPO against loss by reason of breach or default in the performance of any obligation by the contractor or such sub-contractor. No alteration, pre-payment, delay, change, amendment, extension

or addition which may be made or agreed to between contractor and WBTPO and no forbearance on the part of WBTPO shall operate to relieve any guarantor from liability of such guarantee, and notice to the guarantor of any of the same is expressly waived.

It is intended that the guarantee to be furnished to WBTPO by contractor hereunder and the insurance to be carried by contractor shall protect WBTPO and the other members of the WBTPO Group against any and all liability on liquidated and unpaid claims ; provided, however, that in case any claims are outstanding any contractor and are not acknowledged as covered by contractor's insurance carrier, WBTPO at its option, may retain the money due to contractor for the work, a sufficient amount to indemnify it against loss by reason of such claims; provided further that if WBTPO pays contractor all sums of money due to it hereunder, the guarantee furnished by Contractor to WBTPO shall continue in full force and effect and protect WBTPO strictly in accordance with its terms, notwithstanding such payments by WBTPO to contractor.

The Guarantee shall be valid from the effective date until 3 (three) months after completion date in force and effect and protect WBTPO strictly in accordance with its terms.

The performance Bank Guarantees shall be issued to WBTPO through an advising bank located in Kolkata, India, which may be a branch office of the issuing bank, or if the bank does not have branch office in Kolkata, India, then through any scheduled Indian Bank approved for this purpose by WBTPO. Bidders shall ensure that the Bank Guarantee carries the reference of this tender number. The Bank Guarantee issued from Indian Banks shall be on non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899, and as amended to-date. The name and designation of the officers executing the bank guarantee are to be shown in the bank guarantee and each page of it should be signed / initiated by the executants. Evidence of the authority of the signing officers (e.g. power of attorney) is to be submitted.

No interest would be paid on the Performance Security Deposit.

15. **Earnest Money:** Rs 10,000.00 only in the shape of Demand Draft/Manager's Cheque drawn in favor of the West Bengal Trade Promotion Organisation within the Bid Submission Date scan copy of which to be uploaded along with online submission and original to be given with offline submission of documents. The Earnest Money Deposit should be deposited physically in a sealed envelope with a attachment of a covering letter within the Bid Submission Date.
16. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Quotation, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by WBTPO. The Chief Executive Officer reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.

17. Refund of EMD: The Earnest Money of all the unsuccessful Bidder deposited along with the Bids will be refunded on receipt of application from Bidders.

18. Conditional/ Incomplete tender will not be accepted.

19. Price Bid: The intending Bidders are required to quote the service charge on line only as per Price Schedule (Annexure-I)

The figures indicated in the Price Schedule (Annexure-I) will remain firm for 1 year from the date of issue of the Work Order. No escalation whatsoever shall be allowed unless otherwise stated in Work Order or subsequent amendment to the Work order. The offered rates shall be exclusive of applicable taxes.

The bidder shall only quote service charge in percentage of the annual total of Manpower cost, supply of Housekeeping material and rental charge on supply of tools and tackles.

20. Bidders shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

21. During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, then the bidder's offer will be out rightly rejected without any prejudice.

The C E O, WBTPO reserves to right to cancel the N.I.Q. due to unavoidable circumstances and no claim in this respect will be entertained.

22. Before issuance of the WORK ORDER, the quotation inviting authority may verify the credential and other documents of the lowest Bidder, if found necessary. After verification if it is found that the documents submitted by the lowest Bidder is either manufactured or false in that case work order will not be issued in favour of the said Bidder under any circumstances.

23. Detailed scope of work discussed in Section-D.

BY ORDER
Chief Executive Officer, WBTPO

Copy forwarded for information and wide circulation through Notice Board to:

1. WBIDC
2. WBTPO

BY ORDER
Chief Executive Officer, WBTPO

SECTION - C

INSTRUCTION TO BIDDERS

1. General guidance for e-Tendering

Instructions/ Guidelines for quotations for electronic submission of the quotations online have been annexed for assisting the Bidders to participate in e-Quotation.

2. Registration of Contractor

Any contractor willing to take part in the process of e-Quotation will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal for e-tender of West Bengal Govt.) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

4. The contractor can search & download NIQ & Quotation Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Quotation Documents.

5. Participation in more than one work

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

A prospective bidder (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the list of schemes.

6. Submission of Quotation.

The quotation is to be submitted through online in the websites in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain complete Technical and Commercial details including an unpriced copy of Financial Proposal. If the price is mentioned by mistake or deliberately in the techno Commercial Bid, the said bid shall be liable for disqualification. The Technical Proposal shall contain complete information (except price) using the Standard Technical Proposal Forms as detailed hereunder in two cover folders duly signed wherever applicable. After providing the necessary information / signatures, scan copies of the same will be uploaded in the e-tender portal.

A-1. Statutory Documents:

- **NIQ(Properly upload the same Digitally Signed).**
- **Scan Copy of EMD**
- **Tender Document: FORM-I to FORM-VI and AFFIDAVIT- 'Y'.**

A-2. Non statutory / Technical Documents:

- i. Professional Tax (PT) deposit receipt challan for the financial year 2014-15, Pan Card, IT, Saral for the Assessment year 2014-15.
- ii. Registration Certificate under Companies Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last three years (year just preceding the current Financial Year will be considered as year – I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) by laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.- Opt.(S). (if applicable)
- vii. List of Technical staff along with structure & organization.
- viii. Credential for completion of nature of work under the authority of State/ Central Govt. statutory bodies under State/Central Govt. constituted under the statute of the State/ State Govt. / Renowned Organization having executed the nature and volume of work as detailed under cl.no. 7 of Section B shall be uploaded. Scanned copy of Original Credential Certificate shall be uploaded.
- ix. Details of Litigation History if any.

Note:- Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

B. Financial proposal

i. Price Schedule.

The contractor is to quote the amount in INR online through computer in the space marked for quoting their serial number wise price . Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor. A format of the Price Schedule is attached at Annexure-I. **Refer: FORMAT OF PRICE BID SCHEDULE**

C. Tender evaluation authority:

- i. Tender will be evaluated by the Tender Committee.

ii. Opening & evaluation of Bid:-

Bank Draft of Earnest Money Deposit shall be checked thoroughly.

- iii. **Opening of Technical proposal:** - Technical proposals will be opened by the Tender Committee electronically from the web site stated using their Digital Signature Certificate.

- iv. Intending tenderers may remain present if they so desire.

- v. Cover(folder) statutory documents should be open first & if found in order, cover(Folder) for non statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

- vi. Decrypted (transformed in to readable formats) documents of the non statutory cover

will be downloaded & handed over to the tender evaluation committee.

vii. Uploading of summary list of technically qualified Bidders.

viii. Pursuant to scrutiny & decision of the evaluation committee the summary list of eligible Bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

ix. While evaluation the committee may summon of the Bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

x. Techno-Commercial Evaluation:

After opening the bids, the bid document submitted by each bidder will be examined. Any bid which does not meet the eligibility criteria set forth in the tender document will be rejected. To assist the evaluation of technical plan of bids WBTPO may, at its discretion, ask a bidder for clarifications. The requests for clarifications and response shall be in writing. WBTPO will evaluate and compare all technically and commercially acceptable bids on the basis of price format to be prepared on the basis of 'Manpower Requirement' as mentioned in Section-C. To facilitate evaluation and comparison of bids, bidders are requested to state their bid price in accordance with the price format of the tender document. The basis of award shall be the techno financial evaluation carried by the Evaluation Committee.

Bidders shall set the prices / rates in firm figures and without any qualification. Each figure shall be repeated in words and in the event of any discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount.

APPENDIX-1

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to Upload the Technical Documents.

Sl. No.	Category Name	Sub Category	Details
A.	CERTIFICATES	CERTIFICATES	VAT &S TAX REGISTRATION CERTIFICATE & ACNOWLEDGEMENT 2. PAN 3. P TAX (CHALLN) (2014-15) 4. LATEST IT RECEIPT 5. IT-Saral for Assessment Year 2014-15
B.	COMPANY DETAILS	COMPANY DETAILS 1	1. PROPRIORSHIP FIRM (TRDE LICENCE) 2. PARTNERSHIP FIRM (PARTERNERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE/MOA, TRADE LICENCE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNOY
C.	CREDENTIAL	CREDENTIAL	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER 2. ENLISTMENT COPY ISSUE BY DEPARTMENT

Sl. No.	Category Name	Sub Category	Details
D.	FINANCIAL (INFO)	WORK IN HAND	1. AUTHENTICATED
	2014-2015	P/L AND BALANCE SHEET	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2013-2014	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT)
	2012-2013	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT)
E.	MAN POWER	TECHNICAL PERSONNEL	LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIQ)
G.	OTHERS		Pending litigation History (If any). Other than any documents stated earlier (if necessary).

NOTE: All documentary evidences are to be submitted offline as mentioned in the tender document Offline submission of documents

Offline submission of documents

The offline documents to be provided in following manner:

(i) Envelope –I :

Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Bankers Cheque in favour of “West Bengal Trade Promotion Organization” payable at Kolkata along with the covering letter must be submitted in the office of WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 **Before 2.00 PM of 23.09.2015** in a sealed envelope marked as “EMD for Gardening Services at Milan Mela”.

(ii) Envelope-II:

Copies of document as submitted online in folder A-1. (Statutory document) and all copies of document as submitted in folder A-2 (non Statutory document) shall be submitted in the office of WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 before 23.09.2015 by 2 pm. as replica hard copies which would be same and true in all respect with that of online submitted document in a sealed envelope marked as “Documents for Gardening Services at Milan Mela”.

(If any dissimilarity / ambiguity found between offline submitted document and online submitted document, the online submitted document shall prevail.)

7. Penalty for suppression / distortion of facts

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Bid Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tenders on e-Quotation platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the authority may take appropriate legal action against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

8. AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority through acceptance letter. The notification of award will constitute the formation of the Contract.

9. QUOTATION FOUND TO HAVE SUBMITTED UNDER FALSE NAME :

When a Contractor, whose quotation has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled and his Security Deposit will be forfeited.

SECTION — D

Scope of work

1.

WBTPO invites sealed tender from reputed Service Provider (SP) for overall development and maintenance of garden of the permanent trade fair complex i.e. Milan Mela. The scope of work of the SP will primarily involve -

- a) The service provider shall appoint a full time person as a Head Gardener and 5 nos gardener for gardening activities.
- b) Service Provider shall ensure that all personnel get minimum wages as per the Minimum Wages notification of Department of Labor, Govt of West Bengal .SP shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI, Bonus, & or all other applicable statutory payments under laws of land. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.
- c) Maintenance and development of Lawns , Gardens , Flower Beds , Potted Plants , Trees Bushes, Grass Beds
- b) Maintenance and development of all the ornamentals and other plants in the campus gardens.
- c) Maintenance and multiplication of pot plants including supply of relevant material.
- d) Weeding, trimming ,cutting of unwanted branches ,plant growth and cleaning of garden areas.
- e) Additional area garden development and maintenance as and when required, within the premise.
- f) Maintenance of all indoor plants.
- g) The service provider shall not only maintain the existing garden area but also develop and maintain additional area, within the premises, as per the requirement / direction / instruction or the authority concerned
- h) Beautification of the garden area is one of the important aspects and hence it has to be kept neat, tidy and clean.
- i) All supply the materials such as soil, manure, fertilizers, pesticides, chemicals etc. shall be provided by the service provider.
- j) All garden equipments and tools required shall also be made available by the service provider.
- k) The Service Provider is required to follow provisions of Workmen Compensation Act, 1923 and Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1936 as amended from time to time and other rules which are applicable to carry business of Security Services. WBTPO shall not be liable for any liability arising out of violation of any statutory compliance.

2. Tools to be Provided by OM Service Provider:

3. **Personnel**

- a) 1 no Head Gardener having minimum 10 years experience in gardening, garden designing, monitoring at various large establishments.
- b) 5 nos of gardener having experience in gardening works.

4. Remuneration:

You shall ensure that all personnel get minimum wages as per the Minimum Wages notification of Department of Labor, Govt of West Bengal. WBTP0 shall pay as per the notification rate from time to time. Payment to S.P. will be subject to statutory deductions e.g. TDS. SP will not be paid for holiday, leave and absentees of the workers .

SECTION — E

Terms and conditions

1. General :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as stated in earlier sections.

2. Payment Terms:

Payment shall be made within 21-days from the date of receipt of invoice in duplicate, correct in all respect supported with time / attendance sheet duly certified by WBTPO's representative on monthly basis.

(Note: Detailed Break up of Man-power salary disbursement, detailed break up for the items /Tools & Tackles provided for necessary Gardening items shall be indicated in the invoice along with supported documents like P.F. Challan, E.S.I. Challan, Bills, Cash Memo, etc. WBTPO may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non performance as specified in the penalty clause 4.8)

3. Duration of Contract :

This Work Order will be in force for a period of 12 (Twelve) months and may be renewed based on performance of contractor's service and after mutually agreed terms and conditions for another 1 (one) year.

4. Indemnity:

OM shall undertake to keep WBTPO indemnified against any and all claims, costs, expenses, damages and liabilities of any nature whatsoever arising from or pertaining to the performance of this Work Order.

5. Termination :

The Work Order/Contract may be terminated on occurrence of any one or all of the following contingency:-

(a) On the expiry of the Work Order/Contract period without any prior notice.

Or

(b) If the Contractor fails to commence the work within the stipulated period, the Work Order/Contract will be terminated without any notice and the security deposited shall stand forfeited.

Or

(c) In case the services rendered by the Contractor are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months notice and the PBG shall stand forfeited.

Or

(d) Breach and violations of the terms and conditions of the Work Order/Contract by the Contractor by giving 1 months notice the PBG shall stand forfeited.

Or

(e) On any undue demand by the contractor which is ultra vires Work Order/Contract.

Or

(f) In case the Contractor is not interested to continue then the contractor shall give minimum 1 month notice. If the contractor fails to give the requisite notice then the PBG shall be forfeited in proportion to the period falling short of the specified notice period.

6. Jurisdiction :

High Court, Kolkata, shall have jurisdiction for any dispute concerning the Work Order.

7. Extra Condition :

WBTPO has the right to assign this Work Order to any other company at any stage of execution and the SP shall not have any objection to the said assignment of this Work Order.

8. Penalty:

Any non performance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and forfeit the Performance Bank Guarantee.

Amount of Penalty i.r.o following lapses are stated as under:

- i. Non supply of uniform per person per month-Rs.100/- per person per month or part thereof
- ii. Negligence in supply of tools / manicure / pesticide -Rs.100/- per month or part thereof.

9. FORCE MAJEURE

If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBTPO may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBTPO, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

10. BREACH OF TERMS AND CONDITIONS:

In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBTPO in that event and the performance bank guarantee shall also stand forfeited.

11. OTHER TERMS AND CONDITIONS

- (i) SP shall deal with and resolve each and every dispute which shall arise between the employees supplied by SP on its own account. In case the workers / employees take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the SP shall settle the same within two working days on its own account and responsibility. WBTPO shall not be responsible for any such acts caused as such.
- (i) Any disputes arising between the WBTPO workers / employees and the SP workers / employees will be settled by the WBTPO Management and in this issue the decision of the WBTPO Management will be held to be final and binding.
- (ii) In case WBTPO is unsatisfied with the performance of any of the employees / workers supplied by the SP, the said employee / worker shall be terminated by SP with immediate effect in the next two working days and the dues / payments / arrears or any other reimbursements by whatever name be it called, shall be taken care of by SP on his own account with written intimation / information supplied to PO. In the case of any further delay in carrying out the said action on behalf of SP the said worker / employee shall be treated as outsider to WBTPO.
- (iii) The employees of SP providing the services shall always remain employees of SP for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of SP will not be considered the employees of WBTPO under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBTPO. SP shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBTPO for any purpose whatsoever, and that WBTPO shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.

- (iv) In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBTPPO Units / Milan Mela Units, leading to death or disablement (both temporary and permanent) of the workers / employees of SP, WBTPPO will not be responsible and liable for any accidents etc. arising to death and / or disablement (both temporary and permanent) of the workers / employees of SP and the same will be settled taken care of by SP on its own account.
- (v) SP alone (and not WBTPPO) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBTPPO for any loss or damage that may arise to WBTPPO for the non performance of the obligations with regard to all or any statutory compliance to be carried out by SP. For further payments of Bonuses, Gratuity if payable or any other contribution required under any law of land related to the deployed manpower or insurance premiums for workmen compensation, personal accident or employment injury or any, other payments, by whatever name called, statutory or otherwise in any manner whatsoever shall be the responsibility of SP. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of SP, WBTPPO shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBTPPO's property, its business operations and services.
- (vi) SP shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. SP will also be responsible of payment of all benefits to all persons employed by them under this contract.
- (vii) In the event SP chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBTPPO, SP shall, take the prior consent of WBTPPO before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.
- (viii) SP shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units
- (ix) SP shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The SP shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.
- (x) Any dispute or difference arising between the parties hereto regarding the, meaning or effect or obligation of the Parties hereto under this Tender or any para thereof or matter or thing herein contained or as to the rights and liabilities of the Parties hereto shall be referred to arbitration in accordance with the provisions of the arbitration and conciliation Act, 1996, or any statutory modifications or reenactment for the time being in force : The reference shall be to a single arbitrator to be appointed jointly accepted by the parties, the venue for the arbitration shall be Kolkata.
- (xi) WBTPPO reserves the right to accept or reject any or all tenders without assigning any reasons thereof and is not bound to award work to the lowest Bidder.

12. Additional Condition

Any of the additional terms and conditions agreed upon between the Employer and Contractor shall also form a part of this tender document.

PRE-QUALIFICATION APPLICATION

To
The CEO, WBTPO

Ref:- Quotation for.....
..... (Name of work).....
.....

[N.I.Q. No. _____]

Dear Sir,
Having examined the pre-qualification documents (N.I.Q. & Volume-I), I /we hereby submit all the necessary information and relevant documents for evaluation.
The application is made by me / us on behalf ofIn the capacity..... duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

- (a) Employer can amend the scope & value of the contract bid under this project.
- (b) Employer reserves the right to reject any application without assigning any reason;

Date :-

Signature of applicant including title and capacity in which application is made.

DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein along with the drawing attached.

My/Our Bid is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Quotation to complete the proposed contract. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the authority.

I/We also agree to procure tools and other material, at my/our cost required for the contract.

Signature of Bidder
Postal address of the Bidder

Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda.
2. We undertake to commence the contract on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Bid you receive.
5. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

ORGANISATION DETAILS

A. 1. Name of Applicant (Firm) :
Office Address :
Telephone No. :
Mobile No. : Fax
No. :

A. 2. Office Address
Telephone No. :
Mobile No. : Fax
No. :

A. 3. Name and address of Bankers. :

A. 4. Attach an organisation chart showing :
structure of the company with names of
Key personnel and technical staff with
Bio-data.

FORM-V

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST THREE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY/ REPUTED ORGANISATION UP TO AVALUE AS STATED IN THE QUALIFICATION CRITERIA IN SECTION A)

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of Start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

Note : a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

(c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tendered must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.

(d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

(e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

FORM-VI

DETAILS OF BIDDER:

Affix duly
Attested P.P.
Size recent
photograph of
the prospective
bidder.

1. Names, address of firm/Agency/ _____
Company and Telephone _____
Numbers. _____

2. Registration No. _____

3. Name, Designation, Address _____
and Telephone No. of _____
authorized person. _____

4. Please specify as to whether _____
Tenderer is sole proprietor/ _____
Partnership firm/Private or Limited _____
Company.

5. Name,Address and _____
Telephone No. of Directors/partners _____

6. Copy of PAN card issued by
Income Tax Department and _____
Copy of previous Financial
Year's Income Tax Return.

7. Provident Fund Account No. _____

8. ESI Code Number _____

9. License number under _____
Contract Labour (R&A)
Act1970, of the employer for
whom the Security Agency is
currently undertaking the work.

10. Details of Earnest

Money deposit: _____

(a) Amount: _____

(b) Demand Draft/ Pay Order /
Banker Cheque No. _____

(c) Date of issue: _____

(d) Name of issuing Bank: _____

11. Any other information: _____

12. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of the bidder)
Name and Address
(With seal)**

**(To be furnished in Non-judicial Stamp paper
of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _____
_____ nor any of constituent partner had been debarred to participate in tender by any Govt. Department during the last 5 (five) years prior to the date of this NIQ.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by WBTPPO to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of WBTPPO.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Signed by an authorised officer of the firm

Title of the Officer

Name of Firm with Seal

Date

FORMAT OF PRICE SCHEDULE

Price Bid Schedule				
Sl	Manpower Category	No. of Person	* Total Annual per person in Rs.	Annual total in Rs.
A	Un-skilled - Gardener	5	102523.32	512616.6
	Skilled - Sr. Gardener	1	123330.96	123330.96
	Cost of Manpower			635947.56
B	Estimated cost of material & tools			60000
C	Estimated cost of Lawnmower machine in a year (Rs. 800/- per month for 10 times mowing the green land)			9600
D	Supply of Earth (as per prevailing PWD Rate) in a year			10000
E	Total Estimated Cost			715547.56
F	Say			715548
G	Add: Service Charge as% of (D)			
Total (F+G) in Rs.				

* The amount indicated includes annual wages, PF, ESI and Bonus as per Statutory norms taking into consideration of the existing applicable Rates against PF, ESI and Bonus components.

OMSP will be liable to pay Minimum Wages as applicable from time to time to its employees but no claim due to such variation of Minimum Wage will be entertained by WBTPO during the contract period.

However any financial implication due to revision (increase/decrease) of Rates against PF, ESI & Bonus components shall be compensated / adjusted by WBTPO accordingly.

ANNEXURE-II

FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

THIS DEED OF GUARANTEE executed on this day of at by (Name of the bank) having its Head / Registered Office at Hereinafter referred to as "The Guarantor" which expression shall unless it is repugnant to the subject or context thereof include successor and assigns

In favour of

West Bengal Trade Promotion Organisation, having their office at 3, JBS Haldane Avenue, Kolkata – 700 046 (hereinafter referred "WBTPO" which express shall unless repugnant to the context thereof, include its successors and assigns.)

WHEREAS

- A. By a Contract Agreement/Work Order dated to be entered into between West Bengal Trade Promotion Organisation (WBTPO) and, a company incorporated under the Companies Act, 1956 having its registered office at hereinafter called "the Company" has been granted the contract for
- B. In term of the Contract Agreement/ Work Order , the Company is required to furnish to WBTPO an unconditional and irrevocable Bank Guarantee for an amount which is equivalent to 10% of the contract price.
- C. At the request of the Company, the guarantor has agreed to provide guarantee for due and punctual performance / discharge by the Company of its obligations under the Agreement/ Work Order .

NOW THEREFORE THIS DEEDS WITNESSETH AS FOLLOW :

1. The Guarantor hereby guarantees the due and punctual performance by the company of all its responsibilities and obligations under the Agreement/ Work Order during the engagement period.
2. The Guarantor shall without demur, pay to WBTPO sums not exceeding in aggregate Rs.....(Rupees.....) only within five (5) days of receipt of a written demand from WBTPO stating that the Company has failed to comply with and fulfill its performance obligations under the Agreement/ Work Order . The Guarantor shall have no obligation to go in to veracity of any demand so made by WBTPO and shall pay the amount specified in the demand of WBTPO notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other persons.
3. In order to give effect to this Guarantee, WBTPO shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement /Work Order or other documents or by extension of time for performance granted by the company or postponement / non exercise / delayed exercise of any of its

rights by WBTPPO or any indulgence shown by WBTPPO to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by WBTPPO or any indulgence shown by WBTPPO, provided nothing contained herein shall enhance the Guarantor's obligation hereunder.

- 4. This Guarantee shall be irrevocable and shall remain in full force upto (date), which is 12 months from date of execution of this deed.
- 5. This guarantee shall not be affected by any change in the constitution or winding up of the company / the guarantor or any absorption, merger or amalgamation of the Company / the Guarantor with any other person.
- 6. Notwithstanding what is stated above, the liability of the guaranteeing bank will not exceed Rs.....(Rs.....) only and any claim in respect of the above has to be made at the bank on or before
- 7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this guarantee pursuant to the power granted under

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED BY Bank by the hand of Shri..... its