

विश्वभारती
VISVA-BHARATI
বিশ্বভারতী



ESTATE OFFICE

Memo no: Estate/ BB/266/2021-22

Date: 08/12/2021

To
The Mukherjee Light Decorator
Prop. Madhab Mukherjee
Bhubandanga, Bolpur
Birbhum, 731204
Ph: 9851863964



Sub: - Acceptance cum work order for operation and maintenance of all MEP (Mechanical, Electrical & Plumbing) SERVICES (which includes HVAC, Addressable Fire Alarm System, CCTV System, UPS, Solar Panel, Electrical wire network, light & sound system of Auditorium, electronic apparatus etc.) as well as general upkeep & maintenance of building and the walled complex of the Bangladesh Bhavana, Visva-Bharati, Santiniketan, 731235.

Ref: -

- Tender notice (NIT) no Estate/B.Bhavana/384/20-21 dated 12-02-2021 in <https://mhrd.euniwizarde.com> portal & your quotation dated 04-03-2021 to the portal
- Our provisional Work Order no Estate.B Bhavana.240.2021-22 dated 17-11-2021

In continuance to our earlier letter dated 17-11-2021, this is to inform you that your quoted rate amounting to **Rs 1,35,000.00 (Rupees one lakh thirty-five thousand only) per month excluding GST** for operation and maintenance of all MEP (Mechanical, Electrical & Plumbing) SERVICES (which includes HVAC, Addressable Fire Alarm System, CCTV System, UPS, Solar Panel, Electrical wire network, light & sound system of Auditorium, electronic apparatus etc.) as well as general upkeep & maintenance of building and the walled complex of the Bangladesh Bhavana, Visva-Bharati, Santiniketan, 731235, has been accepted by Visva Bharati and the work mentioned in the said NIT dated 12-02-2021 has been awarded in your favour for a period of **three years from 18-11-2021**.

You are required to deposit an amount of Rupees five lakh only to the Accounts Officer / Joint Registrar (Accounts), Visva Bharati as **Security Deposit** within **five working days from the date of issue of this letter, failing which this work order shall be treated as cancelled**. Security Deposit (without interest) will be refunded after successful completion of the tenure of contract and full / satisfactory observance of terms and conditions. Estate Office has already handed over Bangladesh Bhavana to you on 17-11-2021. You are also required to sign an agreement containing the detailed scope of work as well as terms and conditions (as mentioned below) on a non-judicial stamp paper of Rs.50.00 (purchased in the name of Registrar, Visva Bharati) within ten working days from the date of issue of this memo.

DETAILED SCOPE OF WORKS

- General upkeep, maintenance & operation of Bangladesh Bhavana including management of tourist visiting Bangladesh Bhavana as per University guide lines. The Contractor will also arrange for opening of all facilities of Bangladesh Bhavana like Museum, Cafeteria, Library, Auditorium, Seminar Hall etc. daily as well as before function / programme and closing of the same, switching

Joint Registrar
Estate Office

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P-1/4

off all power panels, switch boards etc after completion of function / programme in Bangladesh Bhavana.

2. Cleaning / sweeping / mopping of all floors, staircases, stage floors and outer premises twice in a week and also as and when required by using harpic, phenyl, floor cleaners, mop, broomstick etc.
3. Housekeeping of Bangladesh Bhavana campus including cleaning of garbage, paper, plastic, waste materials etc from the entire premises and disposal of the same to nearby dumping area. The contractor shall also clean or remove garbage, weeds, grass etc from the entire complex time to time during the contract period to keep the place clean and tidy. The place needs to be free from garbage etc at all times and at the end of the tenure also. The contractor shall supply adequate number of disposable vats inside and outside of the Auditorium. The licensee may request the University to provide a few concrete vats for outer areas.
4. Temporary arrangement of stage light set, pedestal fan, patch panel, dimmers, line terminals, wiring, fuse, change-over etc including check-up of electrical line in all plug socket required for stage show / function and replacement of the same as and when required or as per instruction of Estate Office.
5. Repairing / replacement of all electrical fitting-fixture of the whole premises for its defect except due to earthquake, natural calamity, lightning, surge and other reasons beyond the control of the agency.
6. Cleaning of dust from fan, light and fittings etc frequently.
7. Checking the performance of different fittings and fixtures regularly and rectification of defects, if any.
8. Checking of all switches, power BDB and control switches in different accessories for their proper function and rectification of defects / replacement as required during checking.
9. Replacement/rectification of the main, sub-main and distribution wiring.
10. Replacement of defective lamps, tube lights, chokes, starter etc. as and when required.
11. Replacement of fuse /defective lamps of the outdoor light fittings / compound lightings.
12. Periodical visit of the site by the supervisor of the firm not less than three weeks and as and when necessary.
13. Keeping close watch of the overall condition of electrical system and performance of different accessories and submission of report of EIC.
14. All materials viz. lamps, switches, plugs, fuse, wires and other electrical accessories will be supplied by the agency. Stock Register is to be maintained for accounting of the same and should be checked by the respective Junior Engineer.
15. All panel boards, PBDB & BDB with control switches have to be painted with approved paint including supply of paint as and when required.
16. The contractor should gather the signature of user departments after completion of each repair and replacement job. The contractor should return the damaged materials with a statement to the respective department.
17. If any defect arises in the WBSEDCL part or in case of power failure, the contractor will arrange for call to the WBSEDCL Customer Care Centre and also pursue WBSEDCL local office for early restoration of power.
18. Periodical check-up and maintenance of all sound system, wiring, microphone, cordless microphone including repair / replacement of the same as and when required.
19. Maintenance of inverter & battery required for uninterrupted power supply for the audio system and emergency exit signs on doors.
20. Operation and control of Air conditioning units / plants (HVAC) and water pump on daily basis and as and when required.
21. Operation & maintenance of Solar panel.
22. Maintenance as well as cleanliness of the garden of Bangladesh Bhavana compound including watering of plants, cutting of grass, branches, disposal of dry leaves /branches etc. In case the University provide additional plants for gardening purpose, the agency should plant and maintain the same.
23. For internal power supply failure, the contractor shall make urgent contact with Engineering (Electrical) Department / Estate Office for restoration.



WORK ORDER DOC

Joint Registrar
Estate Office
Visva-Bharati

P-2/4

24. Temporary arrangement of stage light set, pedestal fan, patch panel, dimmers, line terminals, wiring, fuse, change-over etc including check-up of electrical line in all plug socket required for stage show / function / seminar at Auditorium & Seminar hall and replacement of the same as and when required or as per instruction of Visva Bharati.
25. Operation of sound system at Seminar hall & Auditorium. Operation & control of LED TV display and CCTV for security reasons.
26. Operation & maintenance of all illumination system of entire campus of Bangladesh Bhavana.
27. Operation & control of fire detection panel during any untoward incident. Operation of fire hose and fire extinguishers as and when necessary during emergency. The contractor shall arrange for monthly fire mock drill for operational preparedness for emergency.
28. General housekeeping and maintenance of toilets of the whole complex on daily basis and also before and after each and every function / festival / seminar / conference by means of bleaching powder, phenyl, odonil etc as and when required.
29. The contract is inclusive of all type of taxes, and Govt fees.
30. The contract is inclusive of supply of manpower, raw materials, tools & plants etc.
31. The University shall not be responsible for any type of damage of electrical items due to theft or otherwise, mishandling of manpower during the tenure. However, the contractor shall not be responsible for damage due to earthquake, natural calamity, lightning, surge and other reasons beyond the control of the agency.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The tenure of this contract will be three years, which will end on 17th November 2024. No extension of time thereafter will be granted under any circumstances. The monthly charges payable to the contractor will be fixed for the entire period of this contract.
2. The contractor shall execute the works entrusted on him on single proprietorship basis. Partnership or collaboration will not be allowed. He shall not transfer or assign works to any other person or body. Any violation of these conditions will lead to termination of this contract. The contractor will not get any right to appeal or arbitration in case of such termination, notwithstanding anything contained in this regard in the subsequent clauses.
3. The contractor shall maintain a duty roster / attendance register daily for his workers / technicians etc to be kept in the Security room of the Bangladesh Bhavana for security reasons.
4. The contractor shall maintain a register for replacement and maintenance of different consumable / repairable items authenticated by Watch & Ward / Security Guard. He has to submit the copy of the same to the office of the Bangladesh Bhavana / Estate Office.
5. The contractor shall raise bills showing GST after successful completion of work in every month.
6. The bills submitted by the contractor should be inclusive of @ 1% labour welfare cess. This cess will be deducted from the contractor's running or final bills.
7. The contractor shall execute a formal agreement on requisite stamp paper as stated above for execution of the contract. In the event of his failure to execute the contract within the specified time, this Work Order shall be treated as cancelled.
8. While executing the work the contractor should follow strictly the scope of works given. No deviation / alteration in this matter will be entertained and in case there is any deviation/ alteration, a penal amount, as decided by the Joint Registrar (Estate) will be deducted from the final bill.
9. Either party may terminate the contract with one month's notice. However, on the event of breach of contract by the contractor or if the contractor fails to deliver the services satisfactorily, University has the right to terminate the contract with fifteen day's notice. Decision from the University in this respect is final and binding.
10. The contractor shall be solely responsible for compliance of all State / Central Acts / Rules regarding minimum wages to labour / technician etc, contract labour and payment of all taxes/ GST / duties local or otherwise.
11. Judicial Jurisdiction: Bolpur / Suri Court and the Calcutta High Court.



WORK-ORDER DOC

299
Joint Registrar
Estate Office
Visva-Bharati

8/12/24

P-3/4

12. Any dispute arising out of the contract shall be subject to the arbitration of a three member arbitration committee comprising one representative of Visva-Bharati, one representative of the contractor and a senior lawyer practising at Bolpur Court to be mutually accepted by both parties. No matter referred to and /or ending before the arbitration committee shall be subject to any suit or proceeding at any Court of law.

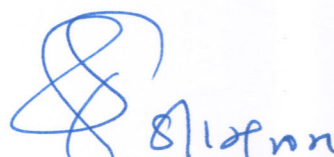
If you agree to the above terms & conditions, kindly return a signed copy of this memo within 03 days of receipt of this memo as a token of your acceptance.

Thanking you

Sd/-
Joint Registrar (Estate)
Vsva-Bharati

Copy to :

1. Director, Rabindra Bhavana
2. Principal, Sangit Bhavana
3. Chief Co-ordinator, Bangladesh Bhavana
4. Finance Officer
5. Registrar
6. Librarian
7. Joint Registrar & C.S. to Upacharya
8. University Engineer
9. Joint Registrar (Accounts): for information & necessary action.
10. Deputy Registrar (Admin)
11. Internal Audit Officer
12. Faculty-in-charge Security
13. Faculty-in-charge Public Relations
14. Assistant Engineer (Electrical)
15. In-charge Computer Centre:- with request to kindly upload the Work Order in the University's website
16. SO, Cash Section: with request to receive security deposit as stated.


Joint Registrar (Estate)
Vsva-Bharati

