

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR PROCUREMENT OF 185 NO FAREWELL GIFTS (SILVER MEMENTO) FOR RETIRED EMPLOYEES OF WBSETCL

NIT No. CORP (HR&A)/TENDER/2018-19/ 24 Dated: 08.12.18

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WBSETCL

OFFICE OF THE GENERAL MANAGER (HR&A)
WEST BENGAL STATE ELECTRICITY TRANSMISSION
COMPANY LIMITED
VIDYUT BHAVAN
8TH Floor, 'D' BLOCK
SALT LAKE CITY, KOLKATA - 700 091

- ❖ *These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.*

SECTION-A
NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited

(A Govt. of West Bengal Enterprise)

Office of the General Manager (HR&A)

CIN: U40101WB2007SGC113474

ABRIDGED NOTICE INVITING e-TENDER

**FOR PROCUREMENT OF 185NO OF FAREWELL GIFTS (SILVER MEMENTO) FOR
RETIRED EMPLOYEES OF WBSETCL**

NIT No. CORP (HR&A)/TENDER/2018/24 Dated: 08.12.18

West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL), is a successor entity of erstwhile West Bengal State Electricity Board owned by the Government of West Bengal and incorporated under the Companies Act, 1956 with registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata, West Bengal, Pin-700091. It has started its business of Electricity Transmission and Load Dispatch since 01.04.2007.

WBSETCL invites **e-Tender** in two bid system from registered, reputed and financially sound firms having requisite experience as mentioned in detailed Technical & Financial Qualifying Requirement for procurement of Farewell Gifts (Silver Memento) for the retired Employees of the Company as per details given in the tender document.

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in> or <https://etender.wb.nic.in>) and downloading the bidding documents from **08.12.18 (11:00 A.M)**. The bids shall be received up to **26.12.18 (12.00 Noon)** and will be opened on **28.12.18 (2:00 P.M.)**

Detailed NIT is also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders' information only.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN: U40101WB2007SGC113474

Office of the General Manager (HR & A)

Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

DETAILED NOTICE INVITING TENDER

NIT No. CORP (HR&A)/TENDER/2018/ 24

Dated: 08.12.2018

1. WBSETCL invites e-tender from eligible and qualified bidders for procurement of **Farewell Gifts (Silver Memento, 100Gram each)** for the retired Employees of the Company.
2. Detailed Specifications, Scope of Works and terms and conditions thereof are given in the bidding documents, which are available at the online e-tendering portal <https://wbtenders.gov.in/> or <https://etender.wb.nic.in> as per the following schedule:

SI. No.	Particulars	Date & Time
1	Bidding document No	Corp (HR&A)/Tender/2018/24 dated. 08.12.18
2	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	08.12.18 at 11:00A.M
3	Documents download start date (Online)	08.12.18 from 11:00A.M
4	Documents download end date (Online)	24.12.18 upto 05:00P.M
5	Start date for submission of pre-bid queries (if any)	08.12.18
6	Closing date for uploading of pre-bid queries (if any)	14.12.18 up to 02:00P.M
7	Pre-bid meeting to be held in the Conference Room, 9th Floor, B-Block, Bidyut Bhavan, Salt Lake, Kolkata-91	17.12.18 at 11:30A.M
8	Bid submission start date (Online)	19.12.18
9	Bid Submission closing (Online)	26.12.18 up to 12:00Noon
10	Last Date of submission of original copies for the cost of Bidding Documents and Earnest Money Deposit (Offline)	27.12.18 up to 03:00P.M
11	Last date of submission of the confirmatory hard copy of the techno-commercial Bid in sealed envelope.	27.12.18 up to 03:00P.M
12	Bid opening date for Technical Proposals (Online)	28.12.18 at 02:00P.M
13	Date for opening of Financial Proposal (Online)	To be notified later after techno-commercial evaluation
14	Cost of Bidding Document	Rs. 2360/- (Rupees Two Thousand three hundred sixty only)

3. The Bid Documents, downloaded from any other source and used for this purpose, will not be accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the EMD will be forfeited.

4. QUALIFYING REQUIREMENT OF THE BIDDERS:

The following shall be the qualifying requirement for selection of bidders at technical bid stage of the bidding process:

4.1 Technical Qualification:

1. The Bidder must be a registered Jeweller having a license from **Bureau of Indian Standards (BIS)**. Bidder must have an active agreement with **BIS for sale of Hallmarked Jewellery**.
2. The Bidder must be a registered firms under **Directorate of Legal Metrology, Govt. of West Bengal** and should able to submit the **“Verification Certificate or Certificate of Registration”** duly issued by the Controller of Legal Metrology, Govt. of West Bengal.
3. The Bidder must have experience to supply at least **in total 30(thirty) number** of Silver / Gold Mementos / Coins / Medals to any Government Organisations / Undertakings/ Banks /Financial Institutions / Sports Councils / Educational Institutions / big Public or Private Enterprises / Statutory Body(s) etc. **altogether** within the Financial Years **i.e from 2013-14, 2014-15, 2015-2016, 2016-2017 & 2017-2018 or within this FY starting from April’2018**. Purchase Order or Bill or Payment Receipt submitted with the documents will be considered for judgment of these criteria.
4. The bidder should have an established office and an established Show-room at **Kolkata**.
5. The Bidder/Bidding Firm must be registered with the Goods and Services Tax (GST).
6. The firm should have registered under The WB Shops & Establishment Act 1963 and should possess a valid Trade License.

4.2 Financial Qualification:

- a) **Liquid Asset [LA]** at the end of last financial year i.e for FY 2017-2018 shall not be less than **₹ 3,46,875.00** (Three Lakh forty six thousand eight hundred seventy five only) Liquid Asset shall be as per the last audited accounts available and / or evidence of access to or availability of credit facilities of equivalent amount.
- b) **Minimum Average Annual Turnover [MAAT]** (turnover from business activities only) for best **three (3) years** out of the last five **(5) financial years** i.e for 2013-14, 2014-15, 2015-2016, 2016-2017 & 2017-2018 for which the audited accounts are available shall not be less than **₹ 20,81,250.00** [Twenty lakh eighty one thousand two hundred fifty only].
- c) **Net Worth at the end of last financial year i.e 2017-18 shall be positive.**

5. COST OF BID DOCUMENT (Tender Fee):

The bidders will have to download the Bid Document from the sites mentioned in the Tender Document. The cost of bid document amounting **Rs 2,000/- (Rupees Two Thousand)** with **18% GST** i.e **Rs.2360/- (Two thousand three hundred sixty)** only has to be submitted through **Account Payee Demand Draft / Bankers' Cheque drawn in favour of WBSETCL, payable at Kolkata** along with the tender documents in a separate envelope. This is non-refundable. If the bid is received without the aforesaid tender fee, it would not be considered and would be rejected summarily. Late receipt of the tender fee i.e. after closure of online bidding time will also

disqualify the bidder and the bid will not be considered for evaluation. **Under any circumstances no exemption from submission of Cost of Tender Fees will be provided to any bidders.**

6. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD) of **Rs 13,875 /- (Rupees Thirteen thousand eight hundred seventy five only)** has to be submitted in the form of an **Account Payee Demand Draft / Bankers' Cheque drawn in favour of WBSETCL, payable at Kolkata** along with tender documents in a separate envelope. The scanned copy of the DD or Bankers' Cheque shall have to be uploaded. **Under any circumstances no exemption from submission of Cost of Tender Documents & EMD shall be provided to any bidders.**

7. Uploading of bidding documents shall not automatically contrast that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents submitted by the bidder. Bid documents are not transferrable.
8. The purpose of the pre-bid meeting will be to clarify the scope of work, and any issues regarding the bidding documents and the Technical Specifications, if raised at that stage by the bidders. WBSETCL shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the bidders during the pre-bid meeting or thereafter.
9. Pre-bid queries of the bidders may be uploaded in the stated website or forwarded through e-mail stated in the Tender Document or may be submitted in hard copy format at the Office of the General Manager (HR&A), Corporate HR & A Department, WBSETCL, 8th Floor, D-Block, Vidyut Bhavan, Saltlake, Kolkata-7000091.
10. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to complete the scope of work.
11. Bids submitted for part of the scope of work will not be considered eligible for evaluation.
12. WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.
13. Outsourcing / subletting of the whole or any part of the work at any stage of the Contract is strictly prohibited.
14. An Unregistered Partnership / Firm or Society shall not be eligible to apply.
15. The firms which have been blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc need not participate in the tender.

(END OF SECTION-A)

SECTION-B
INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

- 1.1 For the Bidding / Tender Document Purposes, West Bengal State Electricity Transmission Company Limited shall be referred to as 'WBSETCL' and the Bidder/Successful Bidder shall be referred to 'Contractor or Bidder or Party' or interchangeably.
- 1.2 The parties to the Bid shall be the Bidder and WBSETCL.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit a copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder if such need arises.
- 1.5 All Bidders are explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ any other requirements stipulated in the tender documents, are liable to be rejected.
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) to the General Manager (HR&A), WBSETCL, Corporate HR & A Deptt., 8th Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin -700091. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.7 The tender inviting authority may ask for original documents regarding fulfilment of qualifying requirement and any other matters from the prospective bidders. In case the prospective bidders are unable to provide such documents in original, then the bids of such bidders shall not be considered as valid and the same are liable to be cancelled.
- 1.8 **Cost of bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.9 The near relatives of the employees of WBSETCL are prohibited from participating in this bid. The near relatives for this purpose are defined as: (a) Members of a Hindu Undivided Family (b) Their husband or wife (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

2. PRE BID MEETING

- 2.1 Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. The pre-bid queries may be submitted by uploading to the e-tendering portal (<https://wbtenders.gov.in> or <https://etender.wb.nic.in>) or

may be mailed to wbssetclcorporatehra@gmail.com / projects.hq.wbssetcl@gmail.com or submitted directly at the Corporate HR & A Department, WBSETCL.

- 2.2 The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in schedule. The purpose of the meeting will be to clarify the exact scope of work and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Client shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
- 2.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
- 2.4 WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.
- 2.5 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1 At any time, but not later than ten (10) days prior to the deadline for submission of bids, WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.
- 3.2 The addendum/amendment, if any, will be uploaded in the e-tendering portal and all such addendums / amendments will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.
- 3.3 In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.
- 3.4 For the information of bidders, the addendum/ amendments shall be uploaded on the website of WBSETCL. The bidders may visit the website from time to time in their own interest.

4. EARNEST MONEY / BID SECURITY

- 4.1 The bidder shall furnish bid security along with a covering letter for an amount specified in the NIT, in the form of **Account Payee Demand Draft/ Banker's Cheque**, at its option, from any scheduled commercial bank drawn in favour of "WBSETCL" payable at **Kolkata** from any scheduled commercial bank favouring WBSETCL. The original Demand Draft / Pay Order against Bid Security should be submitted physically at the Office of the General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.
- 4.2 If the bid is received without the aforesaid EMD, it will not be considered and would be rejected summarily. Late receipt of the EMD i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.
- 4.3 No claim shall lie against WBSETCL in respect of erosion in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.

4.4 The Earnest Money Deposit may be forfeited:

- (i) If the bidder unilaterally withdraws / modifies part or whole of his/their bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:
 - a) fails to sign the contract in accordance with the terms of the tender document;
 - b) fails to furnish required Contract Performance Guarantee(CPG) in accordance with the terms of tender documents within the time frame specified by WBSETCL; or
 - c) fails or refuses to honour his quoted prices for the services or part thereof.
 - d) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

5. PREPARATION OF BIDS

5.1 Language: The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents and submitted along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. The documents comprising the Bid are:

- i. Technical Bid Submission Form (printed on the Company's letterhead of the bidder and duly signed by the authorized person).
- ii. Documents stated under clause no. 7.3.
- iii. Signed copies of the General Conditions of Contract and Special Conditions of Contract in Section C & D and the Schedule of Work in Section E as a token of acceptance of the same by the bidder
- iv. Earnest Money Deposit.

5.3 Financial Proposal / Price Bid: Bidder shall prepare the Financial Proposal in the Price Schedule as per Section F provided in the Tender Document and submit through e-Tender portal only in the BOQ.

6. PERIOD OF VALIDITY OF BIDS

6.1 Price Bid shall remain valid for **a period of 120 days from the date of opening of the Price Bid (Financial Bid)**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.

6.2 In exceptional circumstances, WBSETCL may solicit the bidder's consent for an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited.

Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

7. GUIDELINES FOR SUBMISSION OF THE BIDS:

7.1 Instructions/Guidelines for electronic submission of the bids are appended below for assisting the agencies to participate in e-Tendering.

(i) Registration of Firms:

Any Firms willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://etender.wb.nic.in> or <https://wbtenders.gov.in>. The Firms will have to click on the link for e-Tendering site as given on the web portal.

(ii) Digital Signature Certificate (DSC):

Each Firms 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 Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause (i) above. DSC is given as a USB e-Token.

(iii) Collection of Tender Documents:

The Firms can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause (i) above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

7.2 Bids are to be submitted online to the website stated in Clause 7.1(i) in two folders - **Technical Proposal & Financial Proposal** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed virus scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).

7.3 DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

To upload the documents click on 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 to the **My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No.	Category Name	Sub Category Description	Details
A	Certificates	Certificates	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN (iii) A self attested copy of the license of Bureau of Indian Standards (BIS) . (iv) A self attested copy of the certificate of registration of Goods and Services Tax (GST) (v) A self attested copy of active agreement with

			BIS. (vi) A self attested copy of the Verification Certificate or Registration Certificate duly issued by the Controller of Legal Metrology.
B	Company Details	Company Details 1	(i) Incorporation Certificate, Memorandum of Association / Articles of Association. (ii) Certificate of Registration
		Company Details 2	(i) Attested copy of Registration under Shop & Establishment Act / Trade License. (ii) The Power of Attorney / Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	Credential	Credential 1	Proof of performing similar nature of work & completion certificate which is applicable for eligibility in this tender (to meet the QR). List of work order/Letters of Award/Purchase Order / Payment receipt / bills references with execution status of similar purchases/ works in the past (must be indexed properly).
		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	Financial Info	Payment Certificate 1	Income Tax Returns for last 05 (Five) Assessment Years.
		P/L and Balance Sheet 2017-18	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)
		P/L and Balance Sheet 2016-17	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)
		P/L and Balance Sheet 2015-16	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)
		P/L and Balance Sheet 2014-15	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)
		P/L and Balance Sheet 2013-14	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)
		P/L and Balance Sheet 2012-13	Profit & Loss and Balance Sheet (with annexure and 3 CD Form in case of tax audit)

E	Basic Infrastructure	Proof of established Office & Showroom at Kolkata	Proof of having office & showroom at Kolkata need to be submitted.
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NOTE: BLACK & WHITE SCAN MULTIPAGE SCAN DPI MAX 200-185

7.4 FINANCIAL PROPOSAL / PRICE BID

- a. Only pdf copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Firms.
- b. Financial capacity of a bidder will be judged on the basis of information furnished in Section - 2 and Clause-7.3 above.
- c. The bidder shall submit its **price bid** in Indian Rupees and all payments under this contract will be made in **Indian Rupees**.
- d. The prices in the Price Bid shall be exclusive of Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time. Such Taxes and Cess, as applicable, will be paid extra or reimbursed along with the Bills.
- e. **The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.**

7.5 SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

- a. Bidders are required to submit one set of confirmatory copy of the uploaded Techno-commercial Bid along with the proof of fulfilment of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification"**.
- b. Bidders must submit the "Cost of Bidding document (original) & EMD (original)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as "Cost of Bidding Documents & Bid Security"**.
- c. The above two sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT number and Subject matter and must be submitted to **the General Manager (HR&A), Corporate HR&A Department, 8th.Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091** on or before the date as specified in the NIT.
- d. **Bidders are not required to submit any hard copy of the Price / Financial Bid.**
- e. Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy with the Confirmatory Techno-Commercial Bid.
- f. Failure of submission of any of the above mentioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.
- g. Please collect a proof of submission of these documents for future reference.

8. DEADLINE FOR SUBMISSION OF BIDS

- 8.1 Bids must be received by WBSETCL through the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).
- 8.2 WBSETCL may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.
- 8.3 In the event, the deadline for submission of bid is extended by WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid.
- 8.4 In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Client to forfeit his bid security.

9. BID OPENING

- 9.1 WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for WBSETCL or suspended for any involuntarily reasons, **the bids will be opened in the next working day of WBSETCL.**
- 9.2 The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end.
- 9.3 Cover (folder) for Statutory Documents will be opened first and 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 be summarily rejected.
- 9.4 Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.
- 9.5 The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.
- 9.6 In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

- 9.7 The list of eligible bidders will be considered and uploaded in the web portals.
- 9.8 In the event, WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, WBSETCL may either extend the bid or cancel the bidding process.

10. CLARIFICATION ON BIDS

- 10.1 During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification on any other matter related to its bid except to the extent in 10.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach WBSETCL within the time specified in the request for clarification issued by WBSETCL.
- 10.2 Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

11. TECHNICAL BID EVALUATION:

- 11.1 WBSETCL shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 11.2 The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences for being considered during technical evaluation.
- 11.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 9. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online. The responsiveness of the bid shall be judged by:
- (i) Receipt of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in support of proof of meeting the Qualifying Requirement.
 - (iv) Any other document(s), as may be required to support the responsiveness of the bidder as per the tender.
- 11.4 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, WBSETCL may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.
- 11.5 If a bidder does not provide clarifications of its bid within the date and time set in WBSETCL's request for clarification, its bid may be rejected.
- 11.6 WBSETCL also reserves the right to seek confirmation/clarification from the issuing Firms of the supporting documents submitted by the bidder as per clause 7.3 above. Any deviation/discrepancies in the submitted documents/information may disqualify the bidder.

12. FINANCIAL BID OPENING PROCEDURE

- 12.1** The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders or their authorized representatives, who choose to be present at the time of opening of tender.
- 12.2** Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.3** The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.
- 12.4** The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error(s) in the financial bid.

13. PROCEDURE OF EVALUATION OF BIDS

- 13.1** WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected. Bidders shall submit a filled-in proforma.
- 13.2** WBSETCL will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.
- 13.3** WBSETCL may ask any of the bidders to submit analysis to justify the rates quoted by them.
- 13.4** Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as WBSETCL deems necessary and appropriate.
- 13.5** The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and a result of this comparison, the lowest bid will be selected for placement of order. However, WBSETCL reserves the right not to accept the lowest bidder.
- 13.6** The evaluation of bid shall be done on the basis of "total quoted price for entire scope of service".

14. CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID

- 14.1** Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.
- 14.2** If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

14.3 The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

14.4 Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on 7 (Seven) days prior to the last date of submission of bids would be considered.

15. SELECTION OF THE SUCCESSFUL BIDDER:

The Work Order will be issued to the bidder quoted **L1 price** as per Price Schedule.

16. MISREPRESENTATION BY THE BIDDER

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the Client reserves the right to reject such bid and/or cancel the LoA, if issued.

17. FORMATION OF CARTEL & PENAL MEASURES

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization, etc. as defined in various statutes will automatically disqualify the bidders. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSETCL and penal measures as deemed fit would be imposed on such bidders.

18. RETURNING OF EARNEST MONEY DEPOSIT (EMD) / BID SECURITY.

18.1 The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within 15 (Fifteen) days of opening of the Financial Bids.

18.2 The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within 15 (Fifteen) days after placement of order to L1 bidder.

18.3 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender within 15 (Fifteen) days from the date of cancellation.

18.4 In all cases, the Earnest Money Deposit (EMD) will be returned upon receipt of application from the bidders.

18.5 The Earnest Money Deposit (EMD) of **L1 bidder** will be returned after payment of bill of supplied items or EMD may adjusted with CPG which is **10% of the order value deducted from the bill. EMD & CPG both are refundable.**

19. RIGHT OF ACCEPTANCE:

19.1 WBSETCL reserves the rights to accept or reject any bid partly or fully including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the competent authority of WBSETCL in this regard shall be final and binding.

19.2 WBSETCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.

19.3 In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be awarded the contract, the competent authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside Firms. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

(END OF SECTION-B)

SECTION-C

SCHEDULE OF WORKS / REQUIREMENTS

WBSETCL intends to procure **185(three hundred) nos. of Farewell Gifts in the form of SILVER MEMENTO** as per Specification stated below and design attached herewith for awarding the Gifts to its retired Employees.

1. SCOPE OF WORK:

Description of the items ;

1.1 The supplier will prepare a **Silver Memento** as per following description. The weight of the round portion of the memento made by **SILVER** will be **100gms** each.

1.2 The round portion made with **SILVER** need to be embodied in an **Aboniate stand** where provision of mentioning **“Retired Employees Name” & “Date of Retirement”** shall be required. The supplier shall be responsible for engraving the Name & Date as per List provided by WBSETCL authority. Overall mementos are fixed in good quality plastic box.

1.3 In all mementos WBSETCL logo need to be fixed by the supplier following **“EACHING” of metal process**. The logo in jpeg format will be supplied by WBSETCL on requisition by the supplier.

1.4 In total **185(three hundred) no.** of mementos shall be required by WBSETCL.

1.5 The purity of the Silver should be **99%**.

1.6 The weight of Silver portion of each memento will be **100Gms (+/- 0.5%)**.

1.7 The shape of Silver portion of the memento will be round.

1.8 Each mementos need to be Hallmarked from the **Bureau of Indian Standards (BIS) or its authorized agencies. The details of hallmarking centre need to be submitted with the bills for checking purpose.**

1.9 The supplier should submit **“Verification Certificate”** of the weight machine through which weight of the silver will be done duly issued by the Controller of Legal Metrology, Govt. of West Bengal. Weight shall be done after **Eaching of WBSETCL Logo on Silver portion of the memento & in presence of WBSETCL representatives.**

1.10 **For Cost of SILVER, rate of Silver will be considered as per rate published by “MMTC (Mines & Mineral Trading Corporation Ltd.)”** of the next second day of Purchase Order placed for example if the date of Purchase Order is **12th of any month** then the cost of silver will be considered of **14th of the same month**. For this MMTC website <http://mmtclimited.com> under **“Price of GOLD / SILVER Medallions / Jewellery”** will be considered.

1.11 The design of the mementos shall be as per design specified in the NIT under **“Design of the Memento” portion (ANNEXURE-A)**. The L1 bidder will have to produce or submit one model MEMENTO to GM(HR&A) before finalize all mementos. After, receiving approval mementos will be prepared by the Agency.

1.12 All the mementos are needed to be supplied as per delivery instruction provided by the GM(HR&A),WBSETCL.

1.13 The Firms shall not engage any sub-vendor for execution of the contract or sublet, transfer or assign the contract or any part thereof. In the event of the Firms contravening this condition the WBSETCL is entitled to terminate the contract at

the risk & cost of the Firms and the Firms shall be liable for any loss or damage which the Company may sustain in consequence or arising out of such replacing of the contract.

2. CONFIDENTIALITY

The Firms shall take all precautions not to disclose, divulge and/or disseminate to any third Firms any confidential information, proprietary information on WBSETCL's business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Agreements) and/or business of WBSETCL. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of WBSETCL's information.

(END OF SECTION-C)

SECTION-D

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 General

In this Contract including the schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

'Agreement'	The word " Agreement " and " Contract " has been used interchangeably.
'Firms' & 'Client'	The word " Firms " means the Successful Bidder, to whom the work for supplying 185nos. Of Silver Memento will be placed and the " Client " means WBSETCL.

2. LETTER OF AWARD

2.1 WBSETCL shall issue the LOA in duplicate of which the successful bidder(s) will return one copy to WBSETCL duly acknowledged, accepted and signed by the authorized signatory, within **10 (Ten) days of receipt** of the same.

2.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding on the bidder.

3. CONTRACT PERFORMANCE GUARANTEE (CPG)

3.1 **10% of the order value will be deducted from the bill as Contract Performance Guarantee (CPG) that will be released after expiry of 60(sixty) days against submission of representation along with bill in triplicate equivalent to deducted amount. Contract Performance Guarantee (CPG) may be adjusted with EMD of the L1 bidder.**

3.2 The CPG will be forfeited by order of the Competent Authority of WBSETCL in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, a portion of the said CPG, as may be considered by WBSETCL sufficient to cover any incorrect or excess payments made on the bills to the Firms, shall be retained until final settlement takes place.

3.3 If the Firms is called upon by the Competent Authority of WBSETCL to deposit CPG and the contractor fails to do so within the period specified, such failure shall constitute a breach of the contract and WBSETCL shall be entitled to make other arrangements at the risk, cost and expense of the Firms.

3.4 After due performance and completion of the contract in all respects, the CPG will be returned to the Firms without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to WBSETCL, which may have been issued to the Firms.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The Firms will also be required to execute an agreement with the General Manager (HR&A), WBSETCL in a non-judicial stamp paper amounting to **Rs.100/- (Rupees One Hundred only)** before execution of the work within the date specified in the Work Order.

4.2 WBSETCL shall prepare the draft Articles of Agreement incorporating all the terms of agreement between the two parties and send the same in duplicate to the Firms for their concurrence.

4.3 The Firms shall return the duly concurred copies of the draft Articles of Agreement within 02 (Two) days of receipt of the draft Articles of Agreement from WBSETCL, duly printed on the correct amount of stamp paper, duly adjudicated by the Registrar of Stamps where the contract is proposed to be executed.

4.4 The competent authority of WBSETCL shall sign the contract agreement and return a copy of the same to the Firms.

5. VALIDITY OF CONTRACT

The period of the contract will exclusively for this Purchase Order.

6. OBLIGATION OF WBSETCL

6.1 WBSETCL shall comply with and fulfill the recommendations (if any), if deemed necessary by WBSETCL, made in writing by the Firms in connection with the performance of the materials.

6.2 WBSETCL shall notify the Firms of any dishonest, wrongful or negligent acts or omissions of the Firms' employees or in connection with the supplied materials as soon as possible after being aware of them.

7. FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

7.1 "Force Majeure" shall mean any event beyond the control of WBSETCL or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Firms affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, lockout, epidemics, quarantine and plague, earthquake, fire, flood or cyclone, or other natural disaster.

7.2 As soon as reasonably practicable but not more than 48 (forty eight) hours following the date of commencement of any event of Force Majeure, an affected Firms shall notify to the other Firms of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure,
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.
- (v) The measures which the affected Firms has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

8. TERMINATION

8.1 This contract may be terminated by either Firms by giving written notice to the other, if the Firms is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach **within 15 (Fifteen) days of receiving notice of such breach**; or

- 8.2** The contract may be terminated forthwith by WBSETCL by giving written notice to the Firms, if:
- a. The supplier/ firms fails to comply with any of the terms of the Order
 - b. The supplier/ firms becomes bankrupt or goes into liquidation
 - c. The supplier / firms makes general assignment for the benefit of the creditors
 - d. Any receiver is appointed for the property owned by the Supplier.
- 8.3** The Competent Authority of WBSETCL may, at any time by serving notice in writing, summarily terminate the contract without compensation to the Firms in any of the following events, that is to say:
- (i) If the Firms being an individual or any partner of the Firms, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act, or
 - (ii) If the Firms being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or appoint a receiver or Manager on behalf of the lenders shall be appointed or circumstances shall have arisen which entitled the court or lenders to appoint a receiver or Manager.
 - (iii) If the Firms commits any breach of this contract not herein specifically proved for.
- 8.4** In the event of any termination of the contract for reason(s), stated above, the CPG, submitted by the Firms, may be invoked or CPG money may be forfeited either partly or wholly.

9. CORRUPT OR FRAUDULENT PRACTICES

- 9.1** WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the execution of the Order.
- 9.2** In pursuance of this policy, WBSETCL defines, for the purposes of this provision the terms set forth below as follows:
- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Order.
- “Fraudulent practice” means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of WBSETCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSETCL of the benefits of free and open competition.
- 9.3** WBSETCL will reject a bid or cancel the Purchase Order/ LoA if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order/ LoA has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.
- 9.4** WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of WBSETCL.

10. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 10.1** Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of

its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by WBSETCL in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be **Kolkata** and the decision of the arbitrator shall be final and binding on the parties.

10.2 Jurisdiction of Court: This contract is governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the Courts in **Kolkata**.

(END OF SECTION-D)

SECTION-E

SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract shall supplement the "Instructions to the Bidders".

1. INDEMNIFICATION

The Firms is solely liable to fully indemnify and keep WBSETCL indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against WBSETCL on account of acts of omission / commission attributable to the Firms and which are punishable under the provisions of any Law as amended / enacted from time to time. WBSETCL shall be vested with sole discretion to determine damages / loss suffered on account of the Firms and reserves the right to recover the dues payable from the CPG or pending bills of the Firms.

2. ADMINISTRATIVE SET-UP FOR EXECUTION OF THE CONTACT

2.1 Liaison Office: The Firms must have an office at a **KOLKATA** headed by a responsible person along with suitable manpower and with facilities of phone, mobile, E-Mail & Fax etc. This office need to address any query and correspondence made to the Firms from WBSETCL regarding execution of the works under the scope of the order. This office need to be made operational immediately after placement of the order and will operate during the entire contract period. The firm must have a showroom at **KOLKATA**.

2.2 The Firms shall furnish to the General Manager (HR&A), WBSETCL the name and telephone/mobile number of one or more representative(s) authorized by him/them to act on his/their behalf in day-to-day working of the contract. It shall be the duty of the representative(s) of the Firms to remain in touch with General Manager (HR&A) or his authorized representative to obtain information about the day-to-day requirements.

2.3 All communications concerning the various issues pertaining to the contract will be directed at the address of the client. Any oral communications will be considered unofficial and is not binding on WBSETCL. The Firms shall reply only on written instructions issued by the General Manager (HR&A) and/or any other officer so authorized and acting on his behalf only. Unauthorized contact with other WBSETCL officials may result in termination of contract.

2.4 Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by WBSETCL or the Firms, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.

2.5 Notice or any other action to be taken on behalf of WBSETCL may be issued/accepted by the General Manager (HR&A) or any other officer so authorized and acting on his behalf.

2.6 Controlling Officer: The General Manager(HR&A), WBSETCL will be the Controlling Office.

2.7 Paying Authority: The General Manager (F&A), WBSETCL will be the paying authority.

2.8 Nodal Officer: The General Manager(HR&A), WBSETCL may entrusted NODAL OFFICER subsequently through order.

3. LIQUIDATED DAMAGE (LD)

3.1 Supply and delivery (physical delivery of Materials at the place of delivery in accordance with the Delivery Instruction) of the Materials should be as per the delivery schedule. If the Materials

are not delivered within stipulated period as per delivery schedule, WBSETCL reserves the right to repudiate the Purchase Order. But the WBSETCL may, at his discretion, extend the delivery schedule subject to imposition of liquidated damages at half percent (0.5%) of the value of the Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Materials beyond the stipulated period. **Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.**

3.2 SET OFF: Any sum of money due to or payable to the Firms, including the CPG (returnable to the Firms) under this contract may be appropriated by WBSETCL and set off against any claim of WBSETCL for the payment of any sum of money arising out of or under any other contract made by the Firms with WBSETCL.

3.3 The decision of WBSETCL in regard to interpretation of the Terms & Conditions of the order and the Agreement shall be final and binding on the Firms.

4. BILL CLAIM AND PAYMENT PROCEDURE

4.1 The payments to the supplier for the performance of the Order will be made by the WBSETCL as per terms and conditions specified in the Purchase Order. The currency of bid and payment shall be Indian rupees and no foreign exchange variation will be permitted.

4.2 No payment **shall be made in advance** nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

4.3 The Firms shall raise Pre receipted Invoice in triplicate comprising of all component of work executed. **The payment will be made within 15(fifteen) days of submission of Bill to the Corporate HR&A Department.**

4.4 The bill should be raised after delivery of mementos at Corporate HR&A Department. The Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time, will be reimbursed along with the Bills.

4.5 The Paying Authority, however, reserves the right to call for proof of actual payment of GST to the concerned authorities. Whenever such information is sought for, the Firms shall give a satisfactory reply within seven days. Failure to give satisfactory reply shall result in withholding of future payment of GST to the firm.

4.6 WBSETCL shall be entitled to deduct in accordance with applicable law, Income Tax (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Firms, and the amount so deducted shall be deemed to be a payment made to the Firms.

(END OF SECTION-E)

SECTION-F
BID FORMS
TECHNICAL PROPOSAL SUBMISSION FORM
(LETTER OF BID)

Dated :

To
The General Manager (HR&A), WBSETCL
Corporate HR&A Deptt.,
8th Floor, D-Block,
Vidyut Bhavan, Sector-II,
Block-DJ, Kolkata,
West Bengal, Pin-700091

Ref: NIT No. **CORP (HR&A)/TENDER/2018-19/ 24** Dated: **08.12.18**

Dear Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
2. We also accept all the terms and conditions of this bidding document including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
3. If our bid is accepted, we commit to submit a performance security deposit in accordance with the Bidding Documents.
4. We will execute the work in conformity with the terms and conditions stated in the Bidding Documents.
5. The Government of India/Government of West Bengal or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure /lapses of serious nature.
6. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true.
7. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender and action as deemed fit may be taken against us like termination of our contract, forfeiture of all our dues including EMD or CPG, etc.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)
Full Name and Designation

(To be printed on Bidder's letterhead)
FORMAT FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL PROPOSAL

A. COMPANY PROFILE:

1.	Name of the Bidder	
	Has your firm changed its name any time? If so, when and the reason thereof?	
2.	Head Office / Registered office	
	Complete Postal Address of the Head Office / Registered office	
3.	Nature of the Firm (Sole Proprietorship / Partnership / LLP / Private Ltd. Co. / Public Ltd Co.).	
	Whether Govt. / Semi Govt. /Private	
4.	Name of the Proprietor(s) / Director(s) / Partner(s)	
5.	Complete Postal Address	
	Tel. /Mobile No(s)	
	Fax No(s)	
	E-mail	
6.	Complete Postal Address of the Local Office	
7.	Name & Designation of the Contact Person	
	Tel/Mobile No(s)	
	Fax No(s)	
	E-mail	
8.	Year of commencement of Business in the relevant field	
9.	Regd. No. under Shop & Estb. Act / trade license (If available)	
10.	Permanent Account No (PAN)	
11.	BIS Registration Number	
12.	Agreement with BIS for sailing Hallmarked Jewellery valid till	
13.	Legal Metrology registration valid till	
14.	Goods and Service Tax Registration No.	

Signature of Bidder

B. LIST OF PREVIOUS / PRESENT CLIENTS (Give the details since 01.04.2012 only)

Name of the Company/ Organization	Address	Nature (Govt. / Non Govt.)	Phone No(s)	Period (From - To)	No. of similar materials supplied	Credential Reference (please Index)

C. DETAILS OF ANNUAL TURN OVER OF LAST 5 FINANCIAL YEARS (UPTO 2016-17)

Financial Year	Gross Annual Turnover	Value of non-recurring items	Net Annual Turnover (without non-recurring items)
2013-2014			
2014-2015			
2015-2016			
2016-2017			
2017-2018			

Signature of Bidder

LETTER OF PRICE BID

To
The General Manager (HR&A), WBSETCL
Corporate HR&A Deptt., 8th Floor, D-Block,
Vidyut Bhavan, Sector-II, Block-DJ,
Kolkata, West Bengal, Pin-700091

Dear Sir,

I / We thoroughly examined and understood instructions to tenders, terms and conditions of contract, given in the invitation to tender and those contained in the general conditions of contract and its Annexure and agree to abide by them.

I/We, submit the Price Bid for procurement of farewell gifts (silver memento, 100gms) for retired employees of WBSETCL. Our price bid shall be valid for a period of 120 days from the date of opening of the price bid in accordance with the Bid Documents and may be extended, if required, at any time before the expiry of the period.

I / We hereby offer to work at the rates given Sl. No. 1 of the Price Bid which is for items /services mentioned in Section C, which will be firm and shall be binding upon me/us for the entire period of the contract.

I / We agree to furnish Cost of Bid document of (**details need to be furnished**) and EMD (**details need to be furnished**) as in the manner prescribed.

As required no documents are being enclosed with Price Bid.

Signature of Bidder with Seal
Name

Capacity to sign the Tender-----
Full postal Address-----

**PRICE SCHEDULE PRICE BID
(SUBMITTED THROUGH E-TENDER PORTAL ONLY)**

Name of Firm M/s. _____

Ref: NIT No. CORP (HR&A)/TENDER/2018-19/ 24 Dated: 08.12.18

PRICE SCHEDULE PRICE BID

Sl No	Particular	Rate of Silver	Making Charges ***	GST (%)
1	One Unit of Silver Memento of 100gms	As per MMTC Rate + GST as applicable (Not to be Quoted)		On making charges as applicable will be reimburse

*** Making Charges includes following;

- Making of Die
- Making of Silver Memento
- Cost of Aboniate
- Cost of Plastic Box
- Engraving Employees name & date of retirement
- Hallmarking Charges
- Measurement of Weight Charges
- Any other incidental charges
- Materials delivery charges
- **It is to be noted that in addition of making charges only Silver Price will be provided by WBSETCL.**

N.B: IN CASE THE BIDDER FURNISHES THE MAKING CHARGES ANYWHERE IN THE HARD COPY THEN THE BID OF THE BIDDER SHALL SUMMARILY BE REJECTED.

Affidavit regarding eligibility

(To be executed on non-judicial stamp paper)

I am the (title) and the duly authorized representative of(Name of the bidder) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I, solemnly, declare and confirm that neither I nor the above business nor any of its officers, directors, partners nor any of its employees:

- a) am / is / are debarred from participating in any public procurement by any Competent Authority as per law.
- b) am / is / are an insolvent or a bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors.
- c) has / have been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary.
- d) has / have not fulfilled obligation with regard to the payment of taxes, or other payment due in accordance with the laws India.

We further declare/undertake that

- 1. we shall bind ourselves to WBSETCL for providing manpower as per tender notice and to provide alternative in case absence of person already deployed.
- 2. we shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.
- 3. we shall be solely responsible for all the service matters of my/our employees regarding payment of wages, EPF, ESI (if applicable) and leave etc. and understand that I / We am/are bound to disburse the salary of the Security Personnel directly to their bank accounts through ECS.
- 4. we shall be responsible for all statutory liabilities under the Contract Labour (R & A) Act, the Payment of Wage Act, the Minimum Wage Act, the Employees Provident Fund and MP Act , the Employees' State Insurance Act, the Payment of Bonus Act, the Workmen's Compensation Act, etc.
- 5. we undertake that my/our firm has never remained a defaulter on account of deposition of EPF and ESI contributions.
- 6. we undertake that the decision of Competent Authority of WBSETCL with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter & Spirit.
- 7. In case of damage to any equipment /property due to delinquency/negligence of our employees, the cost of such damages will be borne by our Firms. The decision of WBSETCL in this regard

shall be final. In case of any lapse on my/our part or on the part of my/our staff, the WBSETCL authorities may cancel the contract and award the work to another Firms and the costs difference may be recovered from me/us and can forfeit the CPG.

8. we shall be bound by the communication of acceptance of the offer dispatched within specified time and we also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
9. the Bid Documents have been downloaded from <https://wbtenders.gov.in> or <http://etender.wb.nic.in>. We further certify that no content thereof has been altered/modified by us. In case of detection of any change in the contents of the Bid Documents at any stage, the bid will be liable to be rejected and the EMD will be forfeited.
10. the entries made in the tender appendix/schedules annexure attached with the Technical Bid are true and also that I/ We shall be bound by the Act of my duty.
11. the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulation of India.

Verified on thisday of of the year
..... That the particulars furnished above are true and correct to the nest of my
knowledge and belief and nothing in material have been concealed or misrepresented there from.

.....

(Authorized Representative and Affiant)

(The affidavit may be signed and attested in presence of a Magistrate/Notary)

Please note the following:

1. Please read the 'INSTRUCTIONS TO THE BIDDERS' at Section B of the NIT carefully before filling up the Documents.
2. Bids not following the procedures laid down in the NIT and/or not following the prescribed conditions would be summarily rejected.
3. **Tender Fee and Earnest Money Deposit** should be enclosed as prescribed.
4. If required, please attach separate sheet to include the information pertaining to Experience.
5. Submission of Notarized photocopies of the Performance / Experience Certificate and Letter of Awards / Orders from the past and present Client(s) **is Mandatory**.
6. Notarized photocopies of the Power of Attorney / Resolution by BOD of Company, as the case may be must be submitted.
7. Relevant portion of Balance Sheet and Profit & Loss Account of the Company / Firm showing turnover / copies of Work Orders for last 5 Financial Years - 2013-14, 2014-15, 2015-16,2016-17 and 2017-18 to be furnished as proof of Annual Turnover and QR.
8. Notarized photocopies in support of Sl. no. 3, 8 to 14 of the **Format for submission of information for evaluation of Technical Proposal**.
9. The tender document (**except Price Bid page**) shall be signed scanned and uploaded.
10. No changes should be made to any part of the Tender Documents.
11. The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.
12. Proof of having show room & office premises at **KOLKATA** should be submitted.
13. **It is to be noted that the LOGO of WBSETCL is exclusive property of WBSETCL. The bidders shall not use this LOGO any where instead of WBSETCL works. In case it is found that bidders issued this LOGO for other purpose the same will be considered as an legal offence and legal action will be initiated against the bidder as deemed fit in the eye of laws.**
14. **The DIE prepared for making silver memento is also the property of WBSETCL. The bidder should have returned the same to Corporate Store of WBSETCL after completion of this works.**

ANNEXURE-A
"DESIGN OF THE MEMENTO"

