WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT TO ENGAGE AN AGENCY TOWARDS PROVIDING CATERING SERVICES INCLUDING SUPPLY OF FOOD & BEVERAGES AT THE STAFF TRAINING CENTRE, SILIGURI

NIT No. GM(HR&A)/TENDER/TPAS/2024/66 Dated:10.06.24

Section I –VI
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Conditions of Contract (GCC)
Special Condition of Contract (SCC)
Scope of Works
Annexure

WBSETCL

Office of the General Manager (HR&A), TP&AS,
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

***Ph No:* (033) 23197-670**
E-mail: wbsetcl.training@gmail.com
Website- www.wbsetcl.in

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.

Contents

Section I - NOTICE INVITING e-TENDER		4
SECTION - II: INSTRUCTION TO BIDDERS (ITB)		12
ITB.1.	Brief Scope of Work& other terms & conditions for services	12
ITB.2.	Process to be confidential	12
ITB.3.	Clarifications on bidding documents	12
ITB.4.	Cost of bidding	13
ITB.5.	Pre Bid meeting	13
ITB.6.	Amendment of bidding documents	13
ITB.7.	Right to split Order	14
ITB.8.	Language of the bid	14
ITB.9.	Documents constituting the bid	14
ITB.10.	Bid Prices	15
ITB.11.	Period of validity of bids	15
ITB.12.	Bid Security	16
ITB.13.	Submission of bids	16
ITB.14.	Submission of one set of Confirmatory Hard Copy	20
ITB.15.	Deadline for Submission of bids	23
ITB.16.	Withdrawal of bids	23
ITB.17.	Bid Opening	23
ITB.18.	Clarification on bids	24
ITB.19.	Correction of arithmetical errors in price bid	24
ITB.20.	Procedure of Evaluation of bids	25
ITB.21.	Letter of Award	25
ITB.22.	Signing of Contract Agreement	26
ITB.23.	Performance Security	26
ITB.24.	Variations	27
ITB.25.	Misrepresentation by the bidder	27
ITB.26.	Corrupt or Fraudulent Practices	27
ITB.27.	WBSETCL's right to accept any bid, and to reject any or all bids	28
SECTION - III: GENERAL CONDITION OF CONTRACT(GCC)		29
GCC.1.	Definitions	29
GCC.2.	Contract documents	30
GCC.3.	Order of precedence of the documents	30
GCC.4.	Contract Execution	31

GCC.5. Contract Price 31
GCC.6. Notices 31
GCC.7. Governing Law 32
GCC.8. Disputes 32
GCC.9. Terms and Procedure for Payment 33
GCC.10. Performance Guarantee 34
GCC.11. Taxes, Duties and Other Levies 34
GCC.13. WBSETCL's representative 35
GCC.14. Service Provider's representative 35
GCC.15. Commencement of Works and services 36
GCC.16. Limitation of Liability 36
GCC.17. Force Majeure 36
GCC.18. Variations 36
GCC.19. Termination 37
GCC.20. Assignment 38
Section IV SPECIAL CONDITIONS OF CONTRACT 39
Section V SCOPE OF WORK AND ADDITIONAL TERMS & CONDITIONS 38
Section VI Annexure 42

Section I - NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited

(A Govt. of West Bengal Enterprise)

Office of the General Manager (HR&A), TP&AS

CIN: U40101WB2007SGC113474

ABRIDGED NOTICE INVITING e-TENDER

Tender Document to Engage an Agency Towards Providing Catering Services Including Supply of Food & Beverages at The Staff Training Centre, Siliguri

NIT No: GM(HR&A)/TENDER/TPAS/2024/66 Dated:10.06.24

WBSETCL invites e-tender from the reputed, experienced and financially sound caterer / food supplier towards supply of **cocked food** as per specific menu to the participants undergoing training programme at **Staff Training Centre, Siliguri** located at **NJP 220kv Sub-station Complex, PO: Balaram Sahudangihat, Dist : Jalpaiguri, Pin: 735135** for the contract period of **two years** with a provision of **one year** further extension at the same rate, terms & conditions.

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal **https://wbtenders.gov.in** and thereby downloading the bidding documents from **10.06.2024 at 11:00 A.M** and shall be submitted up to **01.07.2024 at 03:00 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), TP&AS,
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D",
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091
Ph No: (033) 2319-7670; Fax: (033) 2334-2218
E-mail: wbsetcl.training@gmail.com
Website: www.wbsetcl.in

DETAILED NOTICE INVITING e-TENDER

Tender Document to Engage an Agency Towards Providing Catering Services Including Supply of Food & Beverages at The Staff Training Centre, Siliguri

NIT No: GM(HR&A)/TENDER/TPAS/2024/66 Dated:10.06.24

WBSETCL invites e-tender from the reputed, experienced and financially sound caterer / food supplier for utilisation of satisfactory services in regard to **engage an Agency Towards Providing Catering Services Including Supply of Food & Beverages at The Staff Training Centre, Siliguri** for the period of **two years** with provision of **one year** further extension at the same rate, terms & conditions.

1.0 Detailed Specifications, scope of Works & Services 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 www.wbsetcl.in** as per the following schedule:

Bidding document No	:	**GM(HR&A)/TENDER/TPAS/2024/66 Dated:10.06.24**
Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	:	**10.06.2024 (11: 00 AM)**
Documents download start date (Online)	:	**10.06.2024 (11: 00 AM)**
End date for request for clarifications to be sent to the address given in clause 7.0	:	**14.06.2024 (05:30 PM)**
Pre-bid meeting will be held on	:	**18.06.2024 at 02:30 P.M at Conference Room of WBSETCL, 9th Floor, B-Block, Vidyut Bhavan, Saltlake Karunamoyee, Kolkata-91**
Bid submission start date (On line)	:	**21.06.2024 (from 11:00 A.M)**
Last Date of submission of original copies i.e Bid Security	:	**02.07.2024 (up to 04:00 P.M)**

(As per Annex-3b), Original Power of Attorney & Affidavit regarding Eligibility (duly notarized) along with one (01) replica of the uploaded offer bid (except BOQ, Annex:2) as Hard Copy (off line). **(See ITB.14 page20)**		
Bid Submission closing (On line)	:	**01.07.2024 (up to 03:00 P.M)**
Opening of bid (Online) [Techno-commercial bid]	:	**03.07.2024 (at 03:00 P.M)**
Opening of Price bid (Online)	:	The bidders shall be informed of the date & time of the opening of the price bid at a later stage after techno-commercial evaluation
Cost of the Tender Document	:	Nil

In the event of e-filling, intending bidder may download the tender documents from the website http://wbtenders.gov.in directly with the help of Digital Signature Certificate. The original documents as required towards eligibility should be submitted physically to the Office of **The General Manager(HR&A),TP&AS, WBSETCL** under sealed cover on or before the scheduled date & time as specified above.

2.0 Uploading of bidding documents shall not automatically construe 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.

3.0 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.

4.0 All bids shall remain valid up to a minimum period of **one hundred and twenty (120) days** from the next day of **price bid opening date**.

All bids must be supported by EMD / Bid Security for an amount of Rs 3200.00 [Rupees Three thousand two hundred only].

EMD is to be submitted as per following guidelines:

A bidder desirous of taking part in a tender invited by Offices of WBSETCL shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in using his login Id and password.
The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

a. Net-banking through Payment Gateway.
b. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG along with requisite testimonials for proportional EMD in the EMD exemption document upload section.

EMD in the form of Bank Guarantee from any scheduled commercial bank favoring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of techno-commercial bid opening date with a further claim period of thirty (30) days. Bids shall be rejected by the WBSETCL; if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified above. For preparation of BG the Bank details of WBSETCL is given below.

NAME OF THE BANK	SBI
ADDRESS OF THE BANK	Industrial Finance Branch Kolkata, 4th & 5th Floor, Jeevan Deep Building,1, Middleton Street, Kolkata, West Bengal-700071
ACCOUNT NO	41456850307
IFS CODE	SBIN0001936

EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

General Instructions for Online Payment:

i. The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
ii. Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid in the form of BG.

iii. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

a. Refund/Settlement of EMD Amount:

i. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

ii. For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.

iii. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

iv. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547326/ 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

NB: It is stated herein that presently, Nodal Bank nominated by the Govt. of West Bengal is ICICI Bank Ltd. in the NIC Portal. However, the Bank may change based upon change of nomination by the Govt. of West Bengal from time to time.

13.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.

14.No request for transfer of any previous deposit of Earnest Money Depositor Contract Performance Guarantee (CPG) or adjustment against any pending bill held by WBSETCL in respect of any previous work shall be entertained.

15.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.

16.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 CPG in accordance with the terms of tender documents within the time frame specified by WBSETCL or

c) Fails or refuses to honor 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.

5.0 **Qualification Requirement for Bidders:**

5.1. Following shall be the qualification requirement:

Technical Qualifying Requirement:

a. The bidder must have a valid license / registration of ownership to operate catering services.

b. The Bidder has registration or license of Food Safety and Standards Authority of India (FSSAI) for catering / canteen services in West Bengal or of the Govt. of India.

c. The bidder must have experience of at least **two years** out of the **last five years** for providing catering services in various Training Institute / Canteen / I.B/Guest House/ Hostel etc. of Govt. Organization / PSU / Reputed MNC/ 3 Star Hotel etc.

Financial Qualifying Requirement:

i. Liquid Asset (L.A) : Rs.40,000/-(Forty thousand only). Bidder shall have Liquid Asset (L.A) and/ or evidence of access to or availability of credit facility of equivalent amount.

ii. Minimum Average Annual Turnover (MAAT) for best three (03) years out of the last five (05) financial years excluding non-recurring item should be **Rs.2,40,000/- (Two lakh forty thousand only).**

iii. Net Worth should be positive.

5.2. **The bidder shall upload**, as part of his techno-commercial bid, documents establishing the bidder's qualifications to execute the Order to the satisfaction of WBSETCL. All documents required to establish bidder's financial and technical qualification must be submitted as part of techno-commercial bid. In particular, the following documents need to be uploaded by the bidder:-

a. The bidder should upload copy of valid license/ registration to operate catering services. [**Applicability up to the extent of meeting Technical QR**].

b. The bidder should upload registration or licence of Food Safety and Standards Authority of India (FSSAI) for catering / canteen services in West Bengal or of the Central Government.

[**Applicability up to the extent of meeting Technical QR**]

c. Bidder should upload experience certificate of at least two years out of the last five years providing catering services in various I.B/ Bachelor hostel/ Training Institute of Govt organisation/ P.S.U / Reputed MNC/ 3 star hotel or any organisation of repute.[**Applicability up to the extent of meeting Technical QR**]

d. Audited Annual Accounts of the agency for the last five (5) years (in case of companies)

OR

IT Return duly acknowledged by the tax department for the last five (5) years (in case of bidders other than companies). [**Applicability up to the extent of meeting Financial QR**].

e. Self-declaration that the bidder should not have been debarred or blacklisted by any State or Central Govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any Arbitration/ similar process pending decision of debarring/ blacklisting, detailed information must be enclosed.

The Bidder who have been delisted or debarred or Blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.

f. Copies of Income tax/ PAN Card / GS T Registration Certificate.

g. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of Incorporation in India etc.

h. Documents to provide evidence that Registered Office/Branch office unit of the bidder is within Kolkata jurisdiction.

5.3. In addition to above, the bidder shall also be required to meet the eligibility conditions and upload a scanned & digitally signed copy of Power of Attorney in favour of Signatory of the Bid as per Annexure: 4 & an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section VI of the bidding documents.

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as per Annexure: 4, an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section VI of the bidding documents shall be submitted physically to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified above. Also, one (01) replica of the uploaded offer bid (except BOQ,) is to be submitted as Hard Copy in a separate cover to this office in the mentioned date & time specified above.***

5.4. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to complete the scope of work.

6.0 WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no bidder shall have any claim arising out of such action.

7.0 Address for seeking any clarifications on the bid documents:

The General Manager (HR&A), TP&AS, WBSETCL
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II : Kolkata : 700 091
***Ph No:* (033) 2319-7670; Fax: (033) 2334-2218;**
E-mail: wbsetcl.training@gmail.com
Website- www.wbsetcl.in

SECTION - II: INSTRUCTION TO BIDDERS (ITB)

ITB.1. Brief Scope of Work & other terms & conditions for services: The detailed scope of work is specified in Sec-V.

ITB.1.1. WBSETCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by WBSETCL. Verbal agreement or conversation with any employee of WBSETCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.1.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price, duration and execution of the project.

ITB.1.3. It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the scope of work has properly been investigated and considered while submitting the bid. Claims whatsoever, including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents, will not be entertained by WBSETCL. Neither any change in time schedule of Contract nor any financial adjustments arising therefore, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder, shall be permitted by WBSETCL.

ITB. 2. Process to be confidential

ITB.2.1. Subject to ITB.3, no bidder shall contact WBSETCL on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB.2.2. Any effort by a bidder to influence WBSETCL or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the Award of Contract, may results rejection of his bid.

ITB.3. Clarifications on bidding documents

ITB.3.1. A prospective bidder requiring any clarification on bidding documents may notify WBSETCL **in writing by post or fax or e-mail to the address mentioned in NIT, not later than the date and time specified in NIT.** WBSETCL will issue clarification(s) as he may think fit prior to the deadline/ extended deadline for submission of bids prescribed by WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of WBSETCL's response (including an

explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders.

ITB.3.2. Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

ITB.4. 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.

ITB.5. Pre-Bid meeting

ITB.5.1. The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location as specified in the NIT. 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. WBSETCL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.5.2. Any modification/amendment of the bidding documents shall be made by WBSETCL exclusively through the issue of an amendment.

ITB.5.3. 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.

ITB.5.4. 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. WBSETCL shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.5.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after WBSETCL has considered such amendments.

ITB.6. Amendment of bidding documents

ITB.6.1. 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.

ITB.6.2. The addendum/amendment will be uploaded in the e-tendering portal and all such amendments/addendums 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.

ITB.6.3. 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.

ITB.6.4. For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB.7. Right to split Order

The total Works and Services as per the scope of work/ service will be awarded to a single bidder based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation.

ITB.8. Language of the bid

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.

ITB.9. Documents constituting the bid

The bid to be uploaded duly digitally signed by the bidder which shall consist of the following documents:

a. Bid proposal as per Annexure: 1 of Section VI
b. Price Schedule as per Annexure:2 of Section VI
c. Forwarding letter for submission of Bid Security as per Annexure: 3a of Section VI
d. Bid Security, if in the form of Demand Draft.
e. A Power of Attorney, in original, as per Annexure: 4 of Section VI duly attested by a Notary Public, authorising that the person(s) signing the bid

has/have the authority to sign the bid and to make the bid binding upon the bidder.

f. Filled up form as per Annexure: 5A to 5C of Section VI to establish that the bidder meets the qualification requirements.
g. An Affidavit as per Annexure: 6 of Section VI affirming the eligibility of the bidder.
h. Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 6a of Section VI
i. GCC, SCC and Technical Specifications, duly signed by the authorized signatory of the bidder.

ITB.10. Bid Prices

ITB.10.1. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all materials and things necessary for the proper operation and maintenance of the Works and services.

ITB.10.2. All the prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder shall be firm during the entire period of Contract/LOA and not subject to variation on any account. The total price at the bottom of Price Schedule shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.11. Period of validity of bids

ITB.11.1. The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by WBSETCL.

ITB.11.2. In exceptional circumstances, WBSETCL may solicit the bidder's consent to 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 of ITB.12regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB.12. Bid Security

ITB.12.1. The bidder shall furnish bid security along with a covering letter, for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order / Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" OR "WBSETCL" payable at **Kolkata**. The original Demand Draft / Pay Order against Bid Security (As per Annexure-3a/b) should be submitted physically to the Office of The General Manager (HR&A), TP&AS, WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.

ITB.12.2. Any bid not accompanied with the bid security in adequate value and/or the forwarding letter as per Annexure: 3a of Section VI will be rejected by WBSETCL and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.12.3. The bid security shall be forfeited in the following circumstances:

a. If the successful bidder fails, within the specified time limit to accept the Purchase Order/ LoA unconditionally or, to furnish the Performance Guarantee, in accordance with wherever such guarantee is required to be furnished.
b. If the bidder withdraws its bid as a whole or in part as per ITB.16, during the period of bid validity specified by the bidder in its bid.
c. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
d. If the bidder does not extend the bid validity as required under ITB.15.3.1.

ITB.12.4. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid security or after the issue and acceptance of Purchase Order/ LoA by the successful bidder, whichever is earlier.

ITB.12.5. The bid security of the successful bidder will be adjusted towards security deposit as per ITB.10.ITB.10.1.

ITB.12.6. No interest shall accrue and be paid by WBSETCL on the bid security.

ITB.13. Submission of bids

ITB.13.1. Tender documents may be downloaded from website and submission of Technical-Commercial Bid and Price Bid will be done by uploading the same

in respective designated folder as per Time Schedule stated in Sl. No.2 of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website **https://wbtenders.gov.in /** or The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The virus scanned documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.13.2. The bid shall be duly digitally signed by the person duly authorized by the bidder. A scanned copy of Original power of attorney of the signatory of bid as per the format given in Annexure: 4 of Section V-A has to be uploaded by the bidder.

ITB.13.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

ITB.13.4. Bids may be uploaded within the scheduled time frame as mentioned in the Cl.No.2 of the Detailed NIT. WBSETCL shall not be responsible for any delay in submission of the bid in the online e-tendering portal.

ITB.13.5. Bids shall be submitted in the manner specified here under:

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Service Providers to participate in e-Tendering.

i. Registration of Bidder:

Any bidder 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://wbtenders.gov.in** the Service Provider is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each bidder 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 Web Site stated above. DSC is given as a USB e-Token.

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

iv. 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 found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal &the other is Price 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).

I. ***Techno-commercial Proposal***:

Techno-Commercial proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

A. **Technical Packet Cover**: Containing the following documents:

1. ***DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FEE/PREQUAL/TECHNICAL"COVER)***

1st Folder Name:->(Bid Proposal, Power of Attorney,* Affidavit*)

Documents:

a. Bid proposal as per **Annexure: 1** of Section VI

b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section VI duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder is to be uploaded. (*While the original Power of Attorney shall be submitted physically(offline) to the Office of The General Manager(HR&A),TP&AS, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

c. A scanned copy of Original notarized Affidavit as per **Annexure: 6** of Section VI affirming the eligibility of the bidder is to be uploaded. (*While the original Affidavit regarding Eligibility shall be submitted physically(offline) to 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).

2*nd* Folder Name:-> (EMD, Tender Fee and Forwarding Letter for Bid Security)

Documents:

a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section VI is to be uploaded. (*While the original Bid Security shall be submitted physically(offline) to 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*).

b. Forwarding letter for submission of Bid Security as per **Annexure: 3a** of Section VI to be uploaded.

c. A scanned copy of Tender Fees, in the form of Banker's Cheque/Pay Order/Demand Draft, shall be as per **Clause No. 2.0** of Detailed NIT is to be uploaded. (*While the original Tender Fee shall be submitted physically(offline) to 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*).

3rd Folder Name:>(Annexures)

Documents:

a. Filled up form as per **Annexure: 5A to 5C**of Section VI to establish that the bidder meets the qualification requirements

b. Filled up form furnishing information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per **Annexure: 6a** of Section VI

4th Folder Name:->(NIT, Technical Spec., Corrigendum [if any])

Documents:

a. NIT
b. Technical Specification
c. Corrigenda published (if any).

B. Other Important Document (OID) Cover: containing the following documents:

i. The bidder should upload copy of valid license/ registration to operate catering services. [**Applicability up to the extent of meeting Technical QR**].

j. The bidder should upload registration or licence of Food Safety and Standards Authority of India (FSSAI) for catering / canteen services in West Bengal or of the Central Government.
[**Applicability up to the extent of meeting Technical QR**]

k. Bidder should upload experience certificate of at least two years out of the last five years providing catering services in various I.B/ Bachelor hostel/ Training Institute of Govt organisation/ P.S.U / Reputed MNC/ 3 star hotel or any organisation of repute.[**Applicability up to the extent of meeting Technical QR**]

l. Audited Annual Accounts of the agency for the last five (5) years (in case of companies)

OR

IT Return duly acknowledged by the tax department for the last five (5) years (in case of bidders other than companies). [**Applicability up to the extent of meeting Financial QR**].

m. Self-declaration that the bidder should not have been debarred or blacklisted by any State or Central Govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any Arbitration/ similar process pending decision of debarring/ blacklisting, detailed information must be enclosed.
The Bidder who have been delisted or debarred or Blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.

n. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN Card / GS T Registration Certificate.

o. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of Incorporation in India etc.

p. Documents to provide evidence that Registered Office/Branch office unit of the bidder is within Kolkata jurisdiction.

q. The bidder should upload documents having valid Employee Provident Fund Registration Number.

r. The bidder should upload documents having valid ESIC Number.

s. The bidder should upload documents having valid Licence / Registration No. under the Contract Labour (R&A) Act, 1970.

N.B: Failure of submission of any of the above mentioned documents as stated under the head "**Technical Packet & Other Important Document Cover**" will render the tenderer liable to be rejected for both Technical Packet&Other Important Document Cover.

II. ***Price Proposal***: Price proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

1. DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FINANCIAL"COVER

FOLDER NAME:->(BOQ)

DOCUMENTS:

a. **BOQ**

THE ABOVE STATED OID /TECHNICAL DOCUMENTS

SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Other Important Document (OID)' to send the selected documents to OID 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 Description	Detail(s)
A.	Certificate(s)	Certificate(s)	**1.** GST Registration Certificate & Acknowledgement **2.** PAN **3.** P Tax (Challan) **4.** Latest IT Receipt **5.** IT-Saral
B.	Company Detail(s)	Company Detail	Proprietorship Firm (Trade Licence)/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License) etc. and Memorandum of Association and Articles of Association of the Company/Power of Attorney

C.	Credentia l	Credential - 1(Technical QR) Credential -2(other papers)	1. Experience certificated of at least 2 years out of last 5 years for similar nature of work done. 2. Satisfactory Performance Certificate for minimum period of two completed years within last 3 financial years is applicable for eligibility in this Tender.
D	Financial Info	Work in Hand	Documents in support of Annexure-5C of Section VI A.
		P/L and balance sheet 2016-2017	
		P/L and balance sheet 2015-2016	
		P/L and balance sheet 2014-2015	

ITB.14 SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

ITB.14.1. 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"**.

ITB.14.2. Bidders must submit the Proof of Deposition / submission of EMD (Online)/(Offline) together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as "Bid Security"**.

ITB.14.3. 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), TP&AS, 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.

ITB.14.4. Bidders are not required to submit any hard copy of the Price / Financial Bid.

ITB.14.5. 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.

ITB.14.6. Failure of submission of any of the above mentioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.

ITB.14.7. Please collect a proof of submission of these documents for future reference.

ITB.15. Deadline for Submission of bids

ITB.15.1. Bids must be received by WBSETCL at 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).

ITB.15.2. WBSETCL may, at his 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.

ITB.15.3. 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.

ITB.15.3.1. 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 WBSETCL to forfeit his bid security.

ITB.16. Withdrawal of bids

ITB.16.1. The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as perITB.15.3.1.If any withdrawal of bid is made by the bidder during the above period, it shall results in the forfeiture of the bid security.

ITB.17. Bid Opening

ITB.17.1. 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. The

bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end. 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 at the appointed time & date which shall be intimated / communicated to all the intending bidders.

ITB.17.2. 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.

ITB.17.3. 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.

ITB.17.4. 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.

ITB.17.5. 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.

ITB.18. Clarification on bids

ITB.18.1. 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 ITB.17.ITB.18.2. 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.

ITB.18.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB.19. Correction of arithmetical errors in price bid

ITB.19.1. 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.

ITB.19.2. If there is a discrepancy between the percentage of service charge quoted and the total quoted price for service, 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. **[AS APPLICABLE]**

ITB.19.3. 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. **[AS APPLICABLE]**

ITB.20. Procedure of Evaluation of bids

ITB.20.1. 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 as per Annexure: 9 of Section VI.

ITB.20.2. 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.

ITB.20.3. 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.

ITB.20.4. 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.

ITB.20.5. The evaluation of bid shall be done on the basis of ***"total quoted price for entire scope of service".***

ITB.21. Letter of Award

ITB.21.1. After approval of bid evaluation by WBSETCL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by fax in two (2) copies, that his bid

has been accepted. This letter (hereinafter and in the Conditions of Contract called `Letter of Award' or LoA) shall name the sum which WBSETCL will pay to the Service Provider in consideration of the execution & utilization of services for **Supply of Food & Beverages at the Staff Training Centre, Kalyani** as prescribed under the Contract.

ITB.21.2. Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB.21.3. The LoA will constitute the formation of the Contract.

ITB.22. Signing of Contract Agreement

ITB.22.1. WBSETCL will send the successful bidder the Contract Agreement (on judicial stamp paper of appropriate value) in three (3) copies incorporating all agreements between the parties duly signed by the authorised signatory of WBSETCL along with the LoA.

ITB.22.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return two (2) copies to WBSETCL and retain one (1) copy of the same.

ITB. 23. Performance Security

ITB.23.1. **The Service provider shall furnish an unconditional and irrevocable Performance Guarantee in favour of WBSETCL as per the format provided in Annexure: 7 of Section VI, towards performance guarantee of an amount of Rs.32,000/- (Thirty two thousand only) for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. Performance Guarantee shall normally be furnished as Demand Draft / Pay Order / Bank Guarantee issued by a scheduled commercial bank in India. The Performance security shall remain valid up to ninety (90) days after the one year contract period, with an additional claim period of ninety (90) days in case of mode of submission is BG.**

ITB.23.2. Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event WBSETCL may make the award to the next lowest evaluated bidder or call for new bids.

ITB.24. Variations

ITB.24.1. The Service Provider shall not modify the specification and specific services except under direction in writing by WBSETCL. WBSETCL shall have the right to amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Service Provider and the Service Provider shall carry out such variations.

ITB.25. 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, WBSETCL reserves the right to reject such bid and/or cancel the LoA, if issued.

ITB.26. Corrupt or Fraudulent Practices

ITB.26.1. WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the procurement and execution of the Order.

ITB.26.2. In pursuance of this policy, WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

a. "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.

b. "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.

ITB.26.3. 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.

ITB.26.4. WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of WBSETCL.

ITB.27. WBSETCL's right to accept any bid, and to reject any or all bids

WBSETCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Purchase Order/ LoA, without thereby incurring any liability to bidders.

SECTION - III: GENERAL CONDITION OF CONTRACT(GCC)

GCC.1. Definitions

The following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Contractor/ Service provider/Agency" means successful bidder for providing all services as per scope of works in this tender for **Supply of Food & Beverages at the Staff Training Centre, Kalyani.**

GCC.1.2. "Contract" means all the Contract Agreement(s) entered into between WBSETCL and the Service Provider. Service Provider/ Contractor together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall include all such documents be construed accordingly.

GCC.1.3. "Contract Price" means the sum total of contract price stated in all the Letter of Award(s) as payable to the Service Provider for execution of the entire Works and services under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s).

GCC.1.4. "Services" means preparing and serving of foods, upkeep and safety and security of the building/ materials/guests/transit officials of each room and shall include the totality of work and services by expression or implementation included within the said commencement, performance of the completion thereof.

GCC.1.5. "WBSETCL" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.6. "Performance Guarantee" means the security to be provided by the Contractor/ Service Provider in accordance with the due performance of the Contract.

GCC.1.7. "GCC" means the General Conditions of Contract hereof.

GCC.1.8. "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents.

GCC.1.9. "Officer in charge" means the officer, as designated by the Company and authorised to act for and on its behalf.

GCC.1.10. "Works" means and include all work or any part of the work thereof covered in the scope of the Contract, services as per Specifications, and completion, and putting into satisfactory service.

GCC.1.11. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.12. Periods

In these provisions "Day" means calendar day. However "Working day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.2. Contract documents

GCC.2.1. The following documents shall be deemed to form an integral part of the Contract

a. Instruction to Bidders
b. General Conditions of Contract, including any amendment/errata thereto
c. Special Conditions of Contract, including any amendment/errata thereto
d. Departmental estimated charges and scope of services
e. The bid submitted by the Service Provider including letters of clarification exchanged between the Service Provider and WBSETCL
f. Technical Specifications (including any amendment/errata thereto) in respect of materials/services to be supplied under this Contract
g. Letter of Intent, if issued by WBSETCL and its acceptance by the Service Provider/ Service provider.
h. Letter of Award placed by WBSETCL and its acceptance by the Service Provider/ Service provider.
i. Contract Agreement, if applicable

GCC.2.2. All Contract documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as specified in this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.3. Order of precedence of the documents

GCC.3.1. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be:

a. Contract Agreement and the Appendices thereto

b. Letter of Award including all documents referred to therein

c. Special Conditions of Contract

d. General Conditions of Contract

e. Departmental estimated charges & scope of services

f. Bid form, Price Schedules and Annexure submitted by the Contractor/ Service Provider.

GCC.4. Contract Execution

GCC.4.1. WBSETCL will issue the detailed Letter of Award incorporating commercial, technical and other allied terms and conditions.

GCC.4.2. If provided for in the LoA, within thirty (30) days from the issuance of the LoA, the Service Provider has to submit the Contract Agreement on non-judicial stamp paper of appropriate value (as per the draft form annexed) including all related documents and the same has to be signed by both the parties. The authorized representative of WBSETCL will sign the Contract on behalf of WBSETCL. Power of Attorney of the authorised representative of the Service Provider who will sign the Contract on behalf of the Service Provider is to be submitted before signing of the Contract Agreement.

GCC.5. Contract Price

GCC.5.1. The Contract Price shall be firm and shall remain fixed during the two years contract period with a provision of further extension of one year at the same rate, terms & conditions, except for variations in minimum wages as notified by the Govt. Of West Bengal time to time and also notified by the Service Provider in terms of GCC.18.Escalation in rates will not be permitted due to of the categories of labourer authorized by WBSETCL and for which additional payment will be due to the increase in taxes, duties etc. or due to any reasons during the period of contract as stipulated except as permissible underGCC.11.GCC.11.2.

GCC.6. Notices

GCC.6.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. All notices to be given under the Contract shall be in writing, and shall be sent either by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party.

GCC.6.2. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that

the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

GCC.6.3. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.6.4. Either party may change its address at which notices are to be received by giving ten (10) days' notice to other party in writing.

GCC.7. Governing Law

The Purchase Order/ LoA shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order/ LoA. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order/ LoA.

GCC.8. Disputes

GCC.8.1. If any dispute or difference of any kind whatsoever will arise between WBSETCL and the Service Provider in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After thirty (30) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.8.2. Adjudicator

GCC.8.2.1. An Adjudicator shall be appointed by the Appointing Authority as specified in the SCC. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. The decision of the Adjudicator shall become final and binding upon WBSETCL and the Service Provider. Any decision that has become final and binding shall be implemented by the parties forthwith. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between WBSETCL and the Service Provider.

GCC.8.2.2. If either WBSETCL or the Service Provider is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either WBSETCL or the Service Provider/ Service Provider may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.8.3. Arbitration

GCC.8.3.1. WBSETCL shall appoint a sole arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties hereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform his function, the mandate of the arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.8.3.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by WBSETCL and Service Provider. The arbitration shall be conducted at Kolkata.

GCC.8.3.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Service Provider shall continue to perform his obligations in accordance with WBSETCL's decision or instruction, and WBSETCL shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Service Provider.

GCC.9. Terms and Procedure for Payment

The payments to the Service Provider for the performance of the Order will be made by WBSETCL on monthly basis. All payments will be made after submission of monthly bills provided the bills are complete in order and duly authenticated by authorized representatives after satisfactory service. All statutory deductions of taxes like I.T etc; shall be recovered from the monthly payable amount. GST as applicable will be payable extra.

GCC.10. Performance Guarantee

GCC.10.1. As a security, the successful bidder, to whom the work will be awarded, shall be required to furnish an unconditional and irrevocable Performance guarantee in form of **Bank Guarantee / DD / Banker's Cheque** from a Public Sector Bank /Scheduled / Commercial Bank to be furnished within thirty (30) days from the date of placement of order of **Rs.32,000 /- (Thirty two thousand) only.** The Performance Security shall remain valid up to **ninety (90)** days after **the two years contract period**, with an additional claim period of **thirty (30) days in case submitted a Bank Guarantee**.

GCC.10.2. WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GCC.10.3. The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money.

The Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Bidder, pending before any court, tribunal or any other authority.

GCC.10.4. The Performance Guarantee shall be returned to the Bidder within ninety (90) days after receipt of request for release. However, no costs shall be paid for the Performance Guarantee by WBSETCL, irrespective of date of release.

GCC.11. Taxes, Duties and Other Levies

GCC.11.1. Except as otherwise specifically provided in the Contract, the Service Provider shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Service Provider's materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

GCC.11.2. The Service Provider shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, cess, levy or fee etc. which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

GCC.11.3. WBSETCL will bear liability on account of GST only.

GCC.13. WBSETCL's representative

GCC.13.1. WBSETCL shall appoint one person, designated as the Officer in charge as mentioned in the SCC, who shall carry out the functions and obligations of WBSETCL under the Contract.

GCC.13.2. WBSETCL may from time to time appoint any other person as the Controlling Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Service Provider without delay. WBSETCL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works and services. The Controlling Officer shall represent and act for WBSETCL at all times during the currency of the Contract.

GCC.13.3. Any decision, instruction or approval given by the Controlling Officer to the Service Provider shall have the same effect as though it had been given by WBSETCL.

GCC.13.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.13.5. The Controlling Officer may authorize his representative(s) as in-charge for the Works and services being provided. The Controlling Officer will also be the consignee officer for any supplies /services to be made under the Contract.

GCC.14. Service Provider's representative

GCC.14.1. The Service Provider shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Service Provider) for coordination with WBSETCL for the required Works and services. Any written order or instruction which the Controlling Officer or his duly authorised representative may give to the said representative of the Service Provider shall be deemed to have been given to the Service Provider.

GCC.14.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Service Provider for providing the required Works and services, who in his opinion is found to have mis-conducted himself or be incompetent or negligent and the Service Provider shall remove the person so objected to, upon receipt from the Controlling Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Service Provider's risk and expense.

GCC.15. Commencement of Works and Services

GCC.15.1. Initial Service Contract period may be considered to be of **24 (Twenty four) Months after LOA, with a provision of extension for further period of one year with same rate, terms & conditions on rendering satisfactory service by the Service provider.**

GCC.16. Limitation of Liability

GCC.16.1. Except in cases of gross negligence or wilful misconduct

GCC.16.2. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to WBSETCL; and

GCC.16.3. The aggregate liability of the Service Provider to WBSETCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify WBSETCL with respect to patent infringement.

GCC.17. Force Majeure

The Service Provider shall not be considered in default if delay in completion of Works and services occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes (other than Service Provider's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Majeure. A notification to this effect duly certified by statutory authorities shall be given by Service Provider to WBSETCL. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated as per GCC.17.GCC.19.4.

GCC.18. Variations

WBSETCL may by notice in writing, at any time before implementation of Works and services, instructs the Service Provider to alter, amend, omit, add to or otherwise vary any part of the Works and services. The Service Provider shall not vary or alter any of the Works and services, except under direction in writing by WBSETCL. Rates for all additional Works and services shall be arrived at on pro-rata basis from the existing Works and services in the contract.

GCC.19. Termination

GCC.19.1. Termination for Service Provider's default
WBSETCL, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Service Provider, terminate the Contract:

a. If the Service Provider neglects, or fails to commence the service, WBSETCL shall have the right to terminate the Contract after giving notice in writing to the Service Provider. If the Service Provider fails, after fourteen (14) days of such notice to proceed with the Works and services in the manner notified, WBSETCL shall terminate the Contract.

b. If the Service Provider, in the judgement of WBSETCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.19.2. Termination for bankruptcy

GCC.19.3. If the Service Provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Service Provider is a WBSETCL, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Service Provider takes or suffers any other analogous action in consequence of debt, WBSETCL will be at liberty:

a. To terminate the Contract forthwith by notice in writing to the Service Provider or to liquidator or receiver or to any person with whom the Contract may become vested.

b. to give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be determined by WBSETCL.

GCC.19.4. Termination for force majeure

GCC.19.5. Either party, upon thirty (30) days written notice to the other, shall have the right but not an obligation to terminate the Contract due to force majeure conditions, provided the force majeure conditions exists for a period exceeding three (3) months and the work cannot be resumed within a period of three (3) months from the date the force majeure condition cease to exist.

GCC.19.6. In the event of such termination of the Contract, payment to the Service Provider will be made as follows:

a. The Service Provider shall be paid for all Works and services delivered/ executed and for any other legitimate expenses due to him.

b. WBSETCL shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Service Provider exceeds the final amount due to him. In such cases, the security deposit/ contract performance security shall be adjusted against any excess payment made to the Service Provider. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Service Provider shall refund such excess amount within thirty (30) days after termination.

GCC.20. Assignment

The Service Provider shall not, without the express prior written consent of WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Order.

Section IV – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

SCC Item No	GCC Clause Ref, If any	Data
1	GCC.7	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2	GCC.8.2.1	Adjudicator's name will be intimated in due course, if necessary. [The Adjudicator shall be appointed by C&MD, WBSETCL as may be agreed between both the parties]
3	GCC 10	The contract performance guarantee will be provided by the Service Provider in the form of Bank Guarantee
4	N.A	The Controlling Officer will be GM (HR&A),TP&AS, WBSETCL, Bidyut Bhaban.
5	N.A	**In addition to the Service Charge only Food supply bill will be reimbursed as per approved rate as stated under Clause (j) of Section-V.**
6	N.A	**In case of tie-rate of Service Charge of more experienced Contractor / Service Provider shall be considered for L1 bidder.**
7.	N.A	**In future, WBSETCL authority may in their discretion offer the vendor for additional similar type of works with same rate, terms & conditions subject to consent of the Contractor.**

SECTION - V:

SCOPE OF WORK AND ADDITIONAL TERMS & CONDITIONS:

The Contractor/ Service Provider shall be responsible for performance of the following duties:

(a) They shall supply **Cooked Food in good Quality Packets** to all participants as per menu instructed from the Controlling Officer of the Staff Training Centre. The list of menu and approved price of the same is also stated below. **Under any circumstances WBSETCL will not provide any space which may use for Cooking of food purpose by the Contractor / Service Provider.**

(b) Contractor / Service Provider should be well mannered and well versed in cooking and preparation of food and serve Indian food/tea/snacks etc. to the participants. The charges of the Cooked Food shall be paid / reimbursed by WBSETCL as per approved rate of various items as mentioned below. In addition, only Service Charge will be paid by WBSETCL to the Contractor / Service provider for rendering the service of supplying cooked food.

(c) All eatables, soft drink, etc. shall be served only in the Dining Hall/Class Rooms. Used crockery, empty bottles etc. shall be collected back from the tables/rooms immediately.

(d) Sufficient stock of items such as consumable raw materials, packed and bottled items shall always be maintained so as to meet normal requirement and any immediate needs for the participants. The Contractor / Service Provider shall not be permitted to deny supply of any item for any reason whatsoever.

(e) Raw materials like tea, coffee and eatables like bread, butter jam etc. to be served to the participants shall be fresh and of good quality and manufactured by well-know manufactures.

(f) The eatables served by the Contractor/ Service Provider to the participants / guests shall be completely hygienic, free from any sort of adulteration and unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, fillies or non-usable liquid etc. Dishes containing such things shall be rejected. Any item found sub-standard or of poor quality shall be rejected.

(g) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor/ Service Provider shall be responsible for their hygienic fitness. Milk and

milk product, cheeses etc. shall be of good standard and should be prepared and served fresh.

(h) If any of the above mentioned items are found to be of substandard quality the same shall be rejected out rightly. An authorized representative of WBSETCL has the right to destroy such items on the spot without any compensation to the Contractor/ Service Provider whatsoever. WBSETCL reserves the right to reduce the prices or refuse the payment of such items already served/supplied.

(i) The used cups, saucers, tea pots, utensils are washed with good quality utensils cleaning agents. Used utensils/bowls are to be additionally washed in hot water.

(j) **APPROVED RATE OF THE ITEMS** :

Sl No.	Items	Category-A in Rs.	Category-B in Rs.
1.	**Breakfast (Per head / Per day)**	**50.00**	**50.00**
2.	**Lunch (per head / per day)**	**292.00**	**266.00**
3.	**Tea (Per Cup)**	**10.00**	**8.00**
4.	**Coffee (Per Cup)**	**12.00**	**10.00**
5.	**Assorted Biscuits (per piece)**	**3.00**	**3.00**
6.	**Packaged Drinking Water**	**20.00**	**20.00**
Total		**387.00**	**357.00**

Note: Category-A types items will applicable for Company's own employees whereas Category-B types of items will be for Contractors Labour's.

(k) **Detailed of approved menu of Category – A & B type Items:**

Lunch (Category A)		Lunch (Category B)	
Sl. No.	**Description Of the Item**	**Sl. No.**	**Description Of the Item**
1	Basmati Rice/ Fried Rice	1	Basmati Rice/ Fried Rice
2	Dal	2	Dal
3	Vegetable Fry	3	Vegetable Fry
4	Salad	4	Salad
5	Matar Paneer/ MalaiKofta/ Jhinge Aloo Posto / Sukto / Mixed Vegetables/ DhokarDalna	5	Matar Paneer/ MalaiKofta/ Vegetable Kofta / Sukto / Mixed Vegetables/ DhokarDalna
6	Bhetki Fish/ Parshey Macher Jhal/ Ruhi Kalia/ Pabda Fish / Tangra Fish	6	RuhiKalia/ KatlaKalia / Charaponar Jhol/Chicken Curry / Mutton Kasha
7	Chicken Butter Masala / Chicken Do Piaja / Prawn Curry/ Mutton Curry / Chicken Bengali Curry/ Mutton Kasha/ Chicken Rezala	7	Chutney
8	Chutney	8	Papad/ Raita
9	Papad/ Raita	9	Sweet
10	Sweet/ Fruit Salad / Sweet Curd/ Custard		---
N.B : Fish 100 gms, Chicken : 150 gms, Mutton : 100 gms.			

(l) **TIMINGS :**

a) Breakfast 10:00 AM to 10.15 AM
b) Tea 11.00 AM to 11.15 AM & 3.00PM to 3.30 PM or as per order
d) Lunch 01:30 PM to 2.00 PM
e) Coffee 04:00P.M to 4:30P.M

(m) As per Company's specification and above menu list under Category – A & Category-B breakfast & lunch of **minimum 20heads** need to be served at Campus of the Training Centre. In addition, Snacks / Tea / Coffee with or without Biscuits are to be served as per above timing (Clause. l)

(n) Normally, the training programme having each batch of **20heads to 30heads** are conducted for **1(one) or 2(two) days** in each month at Staff Training Centre, Siliguri.

(o) Besides the specified menu mentioned above, the Contractor/ Service Provider also has to provide special food item as per WBSETCL requisition as and when required, payment of which will be made on actual expenditure basis.

(p) The rates of catering services shall be fixed throughout the contract period. Any complaint on quality of food shall attract the penalty of Rs.1000.00 per occasion or as decided by the Officer-in-charge.

(q) **PERIODICITY OF CONTRACT**:

Initially the Contract Period shall be for the **period of 2 years from the date of commencement of contract / order** with a provision of further extension for **one year** at the same rates, terms & conditions, subject to satisfactory performance of the Contractor/ Service Provider.

The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimation in writing is given. Further, the Contractor/ Service Provider will not have any right either contractual or equitable to demand any fresh contract for another terms or to continue the same in the preference to any other intending party.

Notwithstanding anything contained in other clauses of the contract document, if at any time during the period of contract it is observed that the services are not being rendered to the entire satisfaction of the owner (WBSETCL), the owner will have right to terminate the contract after satisfying himself about the Contractor / Service Provider inability or unwillingness to render requisite services or for other reasons. The decision in this regard will be final and binding on the Contractor/ Service

Provider. Upon termination of the contract, the owner(WBSETCL) shall be entitled, at the risk and cost of the Contractor/ Service Provider, to carry on the services for the balance period of the contract as contemplated in the scope of work through an independent agency and to adjust any differential amount thus incurred from the contractor in addition to any other amounts, compensation and damage that the owner(WBSETCL) is entitled to in terms of the relevant clauses of this existing contract from the security deposit or any other amount due to the Contractor/ Service Provider.

The owner (WBSETCL) shall be entitled to inspect and or/test or through any of its representative or any independent agency the premises held by the Contractor/ Service Provider and raw materials and food stuff stored and served.

If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the owner (WBSETCL) or his authorized representative shall be final) the Contractor/ Service Provider shall not use such material.

(r) **Quoted Price:**

The quoted price for service charge for a period of **two years shall require to be mentioned in amount of INR and shall remain fixed throughout the contract period** and no escalation of the quoted price shall be affected whatsoever the reason might be, if not mentioned otherwise in the tender document.

(s) **PENALTY CLAUSES (Payment by Contractor/ Service Provider)** :

1. The Contractor/ Service Provider shall pay an amount of Rs.1000/- per day or as decided by the Officer-In-Charge for rendering any service which is considered as lacking in quality or not inconsonance with the quality standards of WBSETCL.
2. The Contractor/ Service Provider shall also be liable to make good the loss or damage caused to owner's (WBSETCL) premises, equipment, furniture etc.
3. In case of any non-conformity with the terms and conditions of the contract, like of example, delay in service within the specified time, nor serving or supplying anyone of the stipulated/specified items, deploying inadequate manpower which is likely to results in incomplete performance/inefficient performance of the assigned tasks for any omission or commission inconsistent with the terms/conditions of the contract, the Contractor / Service Provider shall pay an amount of Rs.1000/- or as decided by the Officer-In-Charge for every such occurrence/instance.

(t) **Selection of Bidder**:

1. The **L1 bidder** i.r.o this NIT will be considered to such bidder who shall found with lowest quoted rate under Service Charge Category. **In case of tie-rate of Service Charge among the bidder, more experienced Contractor / Service Provider / Bidder shall be considered as L1 bidder.** For this WBSETCL may asked to submit required document subsequently. Bidder shall have to the quote service charge at BOQ only. If it is found that bidder submitted BOQ in hard copy or quoted service charge at anywhere in the Tender Document, bid of such bidder will be treated as cancelled.

2. Decision of the Tender Committee towards selection of L1 bidder will be treated as final.

SPECIAL CONDITION :

a. In matter of dispute regarding quality of catering or any other matter related with these services the decision of the owner (WBSETCL) or his authorized representative will be final and binding.
b. The Contractor/ Service Provider shall not assign, sub-contract or sub-let the whole or any part of the work in any manner.

WORK ON EXIGENCIES

1. In case of exigencies, the Contractor/ Service Provider shall be required to arrange pantry service / catering services etc. beyond the aforesaid normal indicated hours in the premises.

2. The Contractor/ Service Provider will authorize (in his absence) in writing his SUPERVISOR for Signing on documents and also deal with Management to avoid any delay in smooth functioning of awarded work. Refuse or deny to receive any verbal or written communication will come into the purview of breach of contract.

TERMINATION OF CONTRACT:

WBSETCL may terminate the contract or part thereof at any time for any reason whatsoever by giving one month notice in written to the Contractor/ Service Provider.

ANNEXURE-2

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

Name of Firm
M/s._____

Ref: NIT No. GM(HR&A) / TENDER/TPAS/2024/66 Dated: 10.06.2024

PRICE SCHEDULE PRICE BID

Sl No	Particular	In Rupees Not in Percentage	GST (%)
1	Service Charge Per Head basis to serve the cooked food		

Note: a. In addition to the Service Charge only Food supply bill will be reimbursed as per approved rate as stated under Clause (j) of Section-V.

b. In case of tie-rate of Service Charge of more experienced Contractor / Service Provider shall be considered for L1 bidder.

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

ANNEXURE

SECTION VI

Annexure-I

1. Bid Proposal

To,

The General Manager(HR&A), TP&AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Sub: Proposal for service of …….. against NIT no. ……

Dear Sirs,

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do here by submit our bid for the subject NIT as per the following details:

1.	Name of bidder Office Address Tel.No.: Fax No.: E-mail: Factory Address Tel.No.: Fax No.: E-mail:	
2.	Address of Kolkata Office Name: Designation: Address: Tel.No.: Fax No.:	

	E-mail:	
3.	(i) GST Registration No	
4.	TAN No.: (a copy of certificate to be enclosed)	
8.	Category of Organization (SSI/Medium/Large Unit).	
9.	Particulars of Earnest Money submitted	
10.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT clause 5.0
11.	Whether bidder agrees to	
a	Terms and Procedure of Payment (GCC 9)	
b	Performance Guarantee (GCC 10)	

Date: (Signature).....
Place: (Printed Name).....
(Designation).....
(Seal).....

Annexure-3a

3a. Forwarding Letter for submission of Bid Security

(To be kept in envelope containing Bid Security)

Note: This is applicable only for single item tenders.

Date:
NIT No:
Bidder's Name and address

To
The General Manager(HR&A), TP&AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sir,

We are enclosing the following:

1. Account payee Demand draft / Bankers Cheque / Pay Order (No. ……[insert No.]……. dated …… [insert date]……..drawn on …….[insert name of the bank on which drawn]…… for …..[insert amount in Rs. and words]……., drawn in favor of"West Bengal State Electricity Transmission Company" payable at Kolkata towards Earnest Money Deposit.

   Or

   Bank Guarantee in the prescribed proforma from a scheduled commercial bank in India in favour of WBSETCL for Rs. ……[Insert value]……/-valid for a period of one hundred and eighty days (180) days from the bid opening date with a further claim period of thirty (30) days.

[*Strike out whichever is not applicable*].

2. The calculation for the Bid Security amount is as follows:
   - Bid Security required for total scope of supply (A) = Rs…… [Insert value as per bid document]……..
   - Total quantity of the scope of supply (B) = ……[Insert the quantity as per the bid document]……..
   - Quantity of the bid submitted (C) = ……[Insert the quantity for which bid is submitted]……..
   - Proportionate value of bid security = C x A/B……[Insert amount as per calculation]……

Enclosures:

1. …….
2. …….
3. …….

Thanking You,

……
(Signature of authorized signatory)
Name: ……..
Designation: ……..
Date: ……..
Place: ……..

Annexure-3b

3b. Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To
The General Manager(HR&A), TP&AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said tender for [Name of tender].....

As an unconditional and irrevocable bank guarantee against Bid Security for an amount of.....(*insert in words and figures)…… valid for.....(insert number of days).....days from .....(**).....is required to be submitted by the Bidder as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the .....[Name & address of the Bank] ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Limited (WBSETCL) the amount of .....(*insert in words and figures)..... without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.

All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within [thirty (30)] days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS	**SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**
……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note: 1. (*) The amount shall be as specified in the NIT.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person

(@)The bid security shall be valid for a period as specified in NIT.

3. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the guarantee

Annexure-4

Power of Attorney in favour of Signatory of the Bid

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ……[insert the name of the Bidder]……. a Company incorporated under the Companies Act, 1956 and having its registered office at ……[insert address]……. (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I …… [insert name of the person giving the power of attorney]…….presently holding the position of …….. (insert designation of the person giving the power of attorney)……in the company do hereby constitute, appoint and authorize Shri…… (insert name, designation and residential address of the person to whom the power of attorney is being given)…… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against NIT no. …….. floated by WBSETCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, ……..have executed these presents this the ……day of ……at ……...

…….

EXECUTANT

Designation..……...

Name of Company… …. … … … … … … … … … … … … …

…….

Specimen Signature of Attorney

Name……

Designation……..

Signature of the Attorney Attested

…….

EXECUTANT

Name……

Designation……

Office Seal……

Annexure 5A

Annexure-5A: Details for meeting financial qualification requirement

NIT No:

Bidder's Name and address

To

The General Manager(HR&A), TP&AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our average annual turnover during the preceding three financial years as on date of bid opening is not less than ……(insert the amount as per NIT)…….. In support of above, we are enclosing ……*[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, IT Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*…….. We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

Sl. No	**Financial Year**	**Amount in INR**
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Minimum Average Annual Turnover (turnover from business activities only) for best three (3) years out of the last five (5) financial years for which the audited accounts are available as on date of Bid Opening.	
5.	Net Worth as at the end of the financial year immediately preceding the date of bid opening	
6.	Liquid Asset as at the end of the financial year immediately preceding the date of bid opening	
7.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department]for the above mentioned financial years	Yes/No
8.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business.	Yes/No

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

...

(Seal).....

Annexure – 5B

Annexure-5B: Details for meeting technical qualification requirement

NIT No:

Bidder's Name & Address:

To
The General Manager(HR&A), TP&AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

To satisfy the requirements stipulated in Bidding Documents, we provide the following details.

List of similar orders for similar type and quantity of Goods/services (catering services) covered in the NIT No.....dated....., executed in last five (5)* years:

Sl. No	Owner/ Client	Customer status	Scope of works/ service	Order Value	Period of contract	Performance Certificate from client to be enclosed as specified in clause no 6.2 (e) of Tender document (Yes/ No)

**Bidders can choose to mention important assignments executed prior to 5 years*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.
- Relevant client certificates or any other documents to be furnished to justify the above data (including Purchase Orders and corresponding performance certificate, etc.)

Annexure – 5C

Present Order Book position

Bidder's Name & Address: To

WBSETCL Address

List of works under execution and their present status

Sl No	Owner/ Client	Scope of works/service	Order Value	Period of contract	Supporting documents in regard to providing service catering, hospitality services in guest houses/I/B/ Bachelor hostel/ Training Institute of Govt organization/ P.S.U / Reputed MNC/ 3 star hotel or any organisation of repute

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Annexure-6

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 affirm that neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees:

a) Is not debarred from participation in any public procurement by any Competent Authority as per law

b) Is not insolvent or is in receivership or is bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors

c) Have not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;

d) Have fulfilled obligations with regard to the payments of taxes, or other payments due in accordance with the laws India

Further, I also declare that 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 regulations of India.

Verified on this …… day 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)

Annexure-6a

Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

Annexure-7

Performance Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To
The General Manager(HR&A),
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with its Registered/ Head Office at …… ……(hereinafter referred to as the 'Bidder' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. valued at ……. for …….. (Scope of supply)…….. and the Bidder having agreed to provide a Performance Guarantee in terms of the provisions of the said Order for faithful and due fulfillment of all obligations under the Order equivalent to **Rs.1,19,584/-** to the WBSETCL.

We …….. (Name and Address) having its Head Office at ……#…….. hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all monies payable by the Bidder to the extent of ……[Rs…..]…….. as aforesaid at any time up to…….@.....(day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Bidder. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBSETCL and the Bidder or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable within claim period of ninety (90) days after the validity of this guarantee.

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the Bidder. WBSETCL shall have the fullest liberty without affecting in any

way this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between WBSETCL and the Bidder or any other course of remedy or security available to WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSETCL or any other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSETCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that WBSETCL may have in relation to the Bidder's liabilities.

Notwithstanding anything contained herein above liability under this guarantee is restricted to Rs…… and shall remain in force up to and including …… and shall be extended from time to time for such period, as may be desired by M/s. ……on whose behalf this guarantee has been given.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this guarantee against the Bank within ninety (90)days from the above mentioned date or from the extended date.

Dated this ……day of …….20 …… at …….

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….