WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for Engagement of External Travel Agent for arrangement of accommodation, transportation of the Company's Officials performing official journey

NIT No. CORP(HR&A)/TENDER/TPAS/2023/64 Dated:17.01.2024

[OPEN TENDER]

Section I –V

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Office of the General Manager (HR&A),
Training, Planning & Allied Services
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-fl.wbsetcl@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.

NOTICE INVITING 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 TENDER

For

[Engagement of External Travel Agent for arrangement of accommodation, transportation of the Company's official performing official journey]

NIT No: CORP(HR&A)/TENDER/TPAS/2023/64 DATED: 17.01.2024

The General Manager(HR&A),TPAS, WBSETCL invites open tender from eligible and qualified bidder / Agency / travel agencies to engage them as external travel agent for arrangement of accommodation, transportation etc. of the Company's officials while performing official journey outside the state of West Bengal. The contract period is for **2(two) years**.

Interested bidder / agencies may obtain bidding documents from the tender section of the Company's website www.wbsetcl.in on and from **17.01.2024** to **08.02.2024**. **(last date)**

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-fl.wbsetcl@gmail.com

Website- www.wbsetcl.in

DETAILED NOTICE INVITING OPEN TENDER
For
[Engagement of External Travel Agent for arrangement of accommodation, transportation of the Company's official performing official journey]

NIT No: CORP(HR&A)/TENDER/TPAS/2023/64 DATED: 17.01.2024

IMPORTANT DATES

Bidding Document No :	**:**	**CORP(HR&A)/TENDER/TPAS/2023/64 Dt: 17.01.2024**
Date of uploading of N.I.T. & other Documents (Publishing Date)	:	17.01.2024 at 11:00 A.M
Documents download start date from Company's website www.wbsetcl.in	:	17.01.2024 at 11:00 A.M
Request for clarifications to be sent to the email address given in the NIT on & from	:	18.01.2024 at 11:00 A.M
Pre-bid meeting will be held at Conference Room, 9th Floor, B-Block, Vidyut Bhavan, Kolkata-91	:	**24.01.2024 at 11:00 A.M**
Bid submission start date (Off line)		25.01.2024 at 04:00 P.M
Last Date of submission of Techno Commercial Bid along with Price Bid & others documents such as Bid Security and others Hard Copies (off line).	:	08.02.2024 up to 04:00 P.M
Opening of Price bid	:	The bidder/Agency 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

INSTRUCTION TO THE BIDDERS

1. The Tender document duly filled in and signed on all pages is to be submitted in sealed cover to **the General Manager (HR&A), TP&AS, Corporate HR&A Department, West Bengal State Electricity Transmission Company Limited (WBSETCL), Bidyut Bhavan (8th Floor), Karunamoyee, Saltlake, Block -D, Kolkata 700091** on or before the last date for submission of tender as specified above.

2. The **1st sealed inner envelope** should contain **"Bid Security Deposit/EMD" in the form of Bank Draft / Pay Order** drawn in favour of **WBSETCL** payable at **Kolkata.** This envelope will be super-scribed with the words *"Cover-I & Bid Security Deposit "* with Tender Notice No and Bidders Name & Address written clearly on the front side of it.

3. The **2nd sealed inner envelope** should contain **"Techno-Commercial Bid and others documents towards proof of eligibility of the bidder".** The envelope will be super-scribed with the words *"Cover-II & Techno-Commercial Bid"* with Tender Notice No and Bidders Name & Address written clearly on the front side of it.

4. The **3rd sealed inner envelope** should contain **"Price Bid"** in prescribed format. The envelope will be super-scribed with the words: *"Cover-III & Price Bid"* with Tender Notice No and Bidders Name & Address written clearly on the front side of it.

5. All the above **three envelops** shall be placed in a **4th (fourth) sealed envelope** which shall be submitted properly super-scribed with the words **"Tender for engagement of external agency for arrangement of accommodation, transportation etc. for the officials of the Company performing official journey"** with Tender Notice No. and Bidder's name & Address written clearly on the front side of it.

6. **Conditional / Incomplete quotations are liable to be rejected.**

7. Bidders have to download Bid Documents from the Company's Website **www.wbsetcl.in** The comprehensive Tender Document will be available in the Company's Website for the intending bidder / agencies from **17.01.2024** only. **No Bid Document will be issued to any Bidder in person or by Post/Courier Service.**

8. **Bid Security / EMD:** An amount of **Rs.12,000/-(twelve thousand)** have to be paid as Bid Security / EMD i.r.o this NIT. The Bid Security / EMD should be paid in the form of **Bank Draft / Pay Order** drawn in favour of **WBSETCL** payable at **Kolkata.** Bid Security / EMD of unsuccessful bidders will be returned in due course. No interest will payable on earnest money. The offer will not be accepted for evaluation, if the Bid Security deposit / Earnest Money is not deposited with the offer. **However, bid security / EMD of the successful bidders will be returned after 6(six) months of placing of initial order.**

9. 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**.

QUALIFYING REQUIREMENT FOR BIDDER/AGENCY:

1.1. TECHNICAL QUALIFYING REQUIREMENT (TQR):

1. Bidder/ Agency should have a membership / accreditations from **Travel Agent Association of India (TAAI) or Travel Agent Federations of India (TAFI) or Indian Association of Tour Operators (IATO)**. Necessary certificates must be submitted along with application.
2. Bidder/ Agency should have served at least **1 Govt/PSU's/Reputed Private Company** for the completed **2 years within last 5 years** from the date of issuance of this tender notice in providing travel related services or act as authorized travel agent.
3. The Bidder/ Agency must have their own office within the jurisdiction of either **Kolkata or Saltlake or Howrah or South & North 24 Paraganas** area such as to carry out day to day functioning.

1.2 FINANCIAL QUALIFYING REQUIREMENT (FQR):

1. Liquid Assets (L.A) as per the last audited accounts available should be **Rs.1,50,000- [Rupees one lakh fifty thousand].** Bidder/ Agency shall have Liquid Asset (L.A) and / or evidence of access to or availability of credit facility of equivalent amount.
2. **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.9,00,000 [Rupees Nine lakhs only].**
3. Net Worth should be positive.

2. **The bidder/agency shall submit,** as part of his techno-commercial bid, documents establishing the bidder/agency's qualifications to execute the Order to the satisfaction of the WBSETCL. All documents required to establish bidder/agency'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/agency: -

   a. Copy of valid certificate towards membership / accreditations of **Travel Agent Association of India (TAAI) or Travel Agent Federations of India (TAFI) or Indian Association of Tour Operators (IATO)**. [**Applicability up to the extent of meeting Technical QR**].

   b. Copies of work order of few Major reputed organisations/Department of Government of India or Government of West Bengal/ Public Sector Undertakings / Statutory bodies/ MNC towards execution of similar types of works. [Applicability up to the extent of meeting Technical QR].

   c. Audited Annual Accounts of the company 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 bidder/Agency other than companies). [**Applicability up to the extent of meeting Financial QR**].

d. Self-declaration that the bidder/agency 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 / agency 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.

e. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.

f. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of incorporation in India etc.

g. Documents to provide evidence that Registered office/Service Centre of the bidder/agency is within Kolkata jurisdiction.

2.1. In addition to above, the bidder/agency shall also be required to meet the eligibility conditions and submit duly 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 V-A of the bidding documents.

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as per format, an Affidavit regarding Eligibility (duly notarized) as per format of the bidding documents shall 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.***

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

3. 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/agency shall have any claim arising out of such action.

4. Address for seeking any clarifications on the bid documents:

Office of The GM(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) **(033) 2319-7670; Fax: (033) 2334-2218;**

E-mail-fl.wbsetcl@gmail.com

Website- www.wbsetcl.in

SCOPE OF WORK & EVALUATION CRITERIA

The agency shall have to arrange hotel accommodation and local transportation for the officials of WBSETCL for their official journey throughout India and places as mentioned below:

Service Category	Service Specification
A. Reservation of single bedded hotel accommodation throughout India MAP Plan per night per person (Mode of meal should be decided as per choice of the officials)	i) Charges for Hotel accommodation for cities under **Category A**
	ii) Charges for Hotel accommodation for cities under **Category B**
	iii) Charges for Hotel accommodation for cities under **Category C**
	iv) Cancellation charges for each category if any
B. Providing **AC Innova Cars** with fuel and driver on disposal basis i.e airport pickup to airport drop off.	

Category of City	Name of Cities	Pre requisites
A	Hyderabad, Delhi, Ahmedabad, Bengaluru, Greater Mumbai, Pune, Chennai and Kolkata	Single bedded AC Deluxe / Executive rooms in reputed three star hotels having their own restaurants.
B	Vijayawada, Warangal, Greater Visakhapatanam, Guntur, Nellore, Guwahati, Patna, Chandigarh, Durg-Bhilai Nagar, Raipur, Rajkot, Jamnagar, Bhav Nagar, Vadodara, Surat, Faridabad, Gurgaon, Srinagar, Jammu, Jamshedpur, Dhanbad, Ranchi, Bokaro Steel City, Belgaum, Hubli-Dharwad, Mangalore, Mysore, Gulbarga, Khozikode, Kochi, Thiruvanthapuram, Trissur, Malappuram, Kannur, Kollam, Gwalior, Indore, Bhopal, Jabalpur, Ujjain, Amravati, Nagpur, Aurangabad, Nashik, Bhiwandi, Solapur, Klhapur, Vasai-Virar Cty, Malegaon, Nanded-Waghala, Sangli, Cuttack, Bhubaneswar, Raurkela, Amritsar, Jalandhar, Ludhiana, Puducherry, Bikaner, Jaipur, Jodhpur, Kota, Ajmer, Salem, Tirupur, Coimbatore, Trichurapalli, Madurai, Erode, Dehradun, Moradabad, Meerut, Ghaziabad,	Single bedded AC Deluxe / Executive rooms in reputed budget hotels having their own restaurants.

	Aligarh, Agra, Bareilly, Lucknow, Kanpur, Allahabad, Gorakhpur, Varanasi, Saharanpur, Noida, Firozabad, Jhansi ,Asansol, Siliguri, Durgapur, Alwar, Bhawadi, Goa, Baddi, Udaipur, Haridwar, Sonipat, Bhatinda, Satna, Vapi, Ahmednagar, Silvassa, Daman, Sitarganj, Kashipur, Sirsa, Yamunnagar, Jabli, Ambarnath, Pantnagar, Sriperumbudur, Pali, Akola, Secunderabad, Bharatpur, Kapada & Lonavala.	
C	The remaining cities and towns in various states or Union Territories (which are not covered under A or B Category)	Single bedded AC Deluxe / Executive rooms in reputed budget hotels having their own restaurants.

Evaluation of Tender:

i. Evaluation of Techno-Commercial bid will be done on the basis of the documents submitted by the agencies. After completion of the Techno-Commercial bid evaluation by the tender committee, names of the successful bidders shall be declared.

ii. Evaluation of Price Bid should be done on the basis of the rate quoted by the participating agencies for each section. If any bidder does not quote for any one of the price bid, the same will be disqualified instantly. After aggregation of all the rates, the lowest bid will be selected. Formula used for selection of L1 bidder is stated below:

L1 rate = [Rate of Category A(i+ii+iii+iv) + Rate of Category B (ALL)] Please see price schedule stated below.

iii. Only **one agency** will be selected as the bidder for placement of LOA. The agency selected will be assigned for both the work of booking of accommodation and also for booking of transport arrangement.

iv. Following points may please be noted:

- Inter-state Border Tax, Parking & Toll tax as per actual basis.
- Outstation usage minimum 300 kms per calendar day.
- Minimum local use 08HRS, 80Kms. Extra kilometer & hour both will be charged in all cities of India.

N.B: Requisition for arrangement of accommodation and vehicle will be sent to the selected agency through e-mail from Corp. F&L after receiving same from the respective department. After that agency have to book accommodation or vehicle as early as possible as per scope of work.

ITB. 1. Responsibility of bidder/agency

ITB.1.1. The WBSETCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder/agency or regarding information, interpretations or deductions the bidder/agency may derive from the data furnished by the WBSETCL. Verbal agreement or conversation with any employee of the 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 bidder/agencies 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 bidder/agencies 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 the Purchaser. 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/agency, shall be permitted by the Purchaser.

ITB. 2. Process to be confidential

ITB.2.1. Subject to ITB. 3, no bidder/agency shall contact the Purchaser 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/agency to influence the Purchaser or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

ITB. 3. Clarifications on bidding documents

ITB.3.1. A prospective bidder/agency requiring any clarification on bidding documents may notify the WBSETCL in writing by post or e-mail, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCL will issue clarification(s) as may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder/agencies proposal. Written copies of the 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 bidder/agencies.

ITB.3.2. Any queries sent by the bidder/agencies 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/agency shall not have to bear any costs associated with the preparation and submission of his/her 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/agency or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in schedule. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidder/agency. The Purchaser shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidder/agency.

ITB.5.2. Any modification/amendment of the bidding documents shall be made by the Purchaser 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 bidder/agency 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 bidder / agencies in writing by post or by e-mail and submitted before the pre-bid meeting by the date specified in the schedule. The Purchaser 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. Bidder/agencies shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser 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, the 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/agency 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/agency.

ITB.6.3. In order to afford prospective bidder/agencies' 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 bidder/agencies, the addendum/ amendments, if any, shall be uploaded on the website. The bidder/agencies may visit the website of WBSETCL from time to time in their own interest.

ITB. 7. Right to Split Order

The total Services as per the scope of work will be awarded to a single bidder/agency 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/agency and all correspondences and documents relating to the bid, exchanged between the bidder/agency and the WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder/agency 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 submitted duly signed by the authorized representatives of the bidder/agency which shall consist of the following documents:

a. Bid proposal as per format stated below.

b. Price Schedule as per format stated below.

c. Bid Security / EMD, in the form of Pay Order / Demand Draft.

d. A Power of Attorney, in original, as per format stated below 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/agency.

e. Filled up form as per establish that the bidder/agency meets the qualification requirements.

f. An Affidavit as per format stated below affirming the eligibility of the bidder/agency.

g. GCC, SCC and Technical Specifications, duly signed by the authorized signatory of the bidder/agency.

ITB. 10. Bid Prices

ITB.10.1. The bidder/agency 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/agency 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/agency 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/agency.

ITB.10.3. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder/agency shall not be considered during bid evaluation.

ITB.10.4. Quoted price shall be inclusive of all Taxes and Duties, as may be applicable.

ITB. 11. Period of validity of bids

ITB.11.1. The bids submitted by the bidder/agency 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 the WBSETCL.

ITB.11.2. In exceptional circumstances, WBSETCL may solicit the bidder/agency'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/agency may refuse the request without having his bid security forfeited. Bidder/agencies 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. 12 regarding 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/agency shall furnish bid security along with a covering letter, as per 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" payable at Kolkata. The original Demand Draft / Pay Order against Bid Security should be submitted physically to the Office of The General Manager (HR&A), TPAS, WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT above.

ITB.12.2. Any bid not accompanied with the bid security in adequate value and/or the forwarding letter as per will be rejected by the WBSETCL and returned to the bidder/agency 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/agency 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/agency withdraws its bid as a whole or in part as per ITB. 15, during the period of bid validity specified by the bidder/agency in its bid.
c. If the bidder/agency deviates from any clarification/confirmation given by him subsequent to submission of his bid.
d. If the bidder/agency does not extend the bid validity as required under ITB.14.4.

ITB.12.4. Bid security of the unsuccessful bidder/agencies 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/agency, whichever is earlier.

ITB.12.5. The bid security of the successful bidder/agency will be adjusted towards security deposit as per 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. **Bid should be submitted as per instruction stated under Clause 1 to Clause 5 of this NIT under Instructions to the Bidders.**

ITB.13.2. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

ITB.13.3. Bids may be submitted within the scheduled time frame as mentioned above of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid.

ITB. 14. Deadline for Submission of bids

ITB.14.1. Bids must be received by WBSETCL in the address specified in NIT not 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 the 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.14.2. The WBSETCL may, at his discretion, under intimation to the bidder/agency 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 bidder/agency previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.14.3. In the event, the deadline for submission of bid is extended by the WBSETCL, the bidder/agencies 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.14.4. In the absence of a revised bid from any bidder/agency, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder/agency 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/agency shall entitle the Purchaser to forfeit his bid security.

ITB. 15. Withdrawal of bids

ITB.15.1. The bidder/agency 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 per ITB.14.4.If any withdrawal of bid is made by the bidder/agency during the above period, it shall result in the forfeiture of the bid security.

ITB. 16. Bid Opening

ITB.16.1. WBSETCL will open the techno-commercial bid & bid security folder first. After successful completion of evaluation of techno-commercial bids by the Tender Committee. The bidder/agencies 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 the 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 bidder/agencies.

ITB.16.2. 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 bidder/agencies.

ITB.16.3. The bidder/agencies 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 on the bid opening date.

ITB.16.4. **In the event, the WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, the WBSETCL may either extend the bid or cancel the bidding process.**

ITB. 17. Clarification on bids

ITB.17.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidder / agencies for any clarification on any other matter related to its bid except to the extent in ITB.17.2. The request for clarification required from the bidder / agency and the response thereto shall be in writing and shall be delivered by registered post / speed post / courier/ hand delivery under acknowledgement / email so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.

ITB.17.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder/agency.

ITB. 18. Correction of arithmetical errors in price bid

ITB.18.1. 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/agency. If the bidder/agency 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.18.2. If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

ITB.18.3. 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 the WBSETCL or the bid price quoted by the bidder/agency, whichever is lower, will be taken.

ITB.18.4. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder/agency. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

ITB. 19. Procedure of Evaluation of bids

ITB.19.1. The 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 bidder / agencies with any technical or commercial deviations may liable to be rejected. Bidder/ agencies shall submit all filled-in proforma as stated below.

ITB.19.2. The WBSETCL will determine to its satisfaction whether the selected bidder / agency 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.19.3. Wherever mentioned in the NIT, the evaluation will take into account the bidder / agency'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/agency's capability submitted by the bidder/agency, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.19.4. The final evaluated bid prices of all the bidder/agencies shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for placement of Order. However, the WBSETCL reserves the right not to accept the lowest bidder/agency.

ITB. 20. Letter of Award

ITB.20.1. After approval of bid evaluation by WBSETCL, the successful bidder/agency 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 / agency in writing by registered letter or by email 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 Bidder/Agency in consideration for as prescribed under the Contract.

ITB.20.2. Within ten (10) days of receipt of the LoA, the successful bidder/agency shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB.20.3. The LoA will constitute the formation of the Contract.

ITB. 21. Signing of Contract Agreement

ITB.21.1. WBSETCL will send the successful bidder / agency 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 the Purchaser along with the LoA.

ITB.21.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder/agency shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

ITB. 22. Performance Security

ITB.22.1. The Bidder/Agency shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL in the form of Bank Guarantee / Demand Draft / Pay Order as per the format (for BG only) provided, towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. Amount of Performance Guarantee is **Rs.1,20,000/- (One lakh twenty thousand) only** as may be specified in the LOA from a scheduled commercial bank in India, the Performance security shall remain valid up to ninety (90) days after the **two years** contract period, with an additional claim period of ninety (90) days.

ITB.22.2. Failure of the successful bidder/agency 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 the Purchaser may make the award to the next lowest evaluated bidder/agency or call for new bids.

ITB. 23. Variations

ITB.23.1. The Bidder/Agency shall not modify the specification and specific services except under direction in writing by the Purchaser. The Purchaser shall have the right to alter, amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Bidder/Agency and the Bidder/Agency shall carry out such variations.

ITB. 24. Misrepresentation by the bidder/agency

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

ITB. 25. Corrupt or Fraudulent Practices

ITB.25.1. The WBSETCL requires that the bidder/agencies to observe the highest standards of ethics during the procurement and execution of the Order.

ITB.25.2. In pursuance of this policy, the 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 the WBSETCL, and includes collusive practice among bidder/agencies (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the WBSETCL of the benefits of free and open competition.

ITB.25.3. WBSETCL will reject a bid or cancel the Purchase Order/ LoA if already placed, if it determines that the bidder/agency 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.25.4. 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 the WBSETCL.

ITB. 26. 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 bidder/agencies.

GENERAL CONDITION OF CONTRACT(GCC)

GCC.1. Definitions

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

GCC.1.1. "Commencement Date" means the date of Letter of Award (LoA) or any other date specified therein.

GCC.1.2. "Contract" means all the Contract Agreement(s) entered into between the Purchaser and the Bidder / Agency / Agency, 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 Bidder/Agency 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. "Bidder/Agency" means the successful bidder/agency and, in case of a joint venture bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.

GCC.1.5. "Purchaser" 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 Bidder/Agency/ Bidder/Agency 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/agency with his bid and forming a part of the Contract Documents.

GCC.1.9. "Site" means the place or places, where services are to be executed by the Bidder/Agency with the consent of the Purchaser, use in connection with the work/ services other than merely for the purposes of access.

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 Bidder/agencies
b. General Conditions of Contract, including any amendment/errata thereto
c. Special Conditions of Contract, including any amendment/errata thereto
d. The bid submitted by the Bidder/Agency/ Agency including letters of clarification exchanged between the Bidder/Agency/ Bidder/Agency and Purchaser
e. Technical Specifications (including any amendment/errata thereto) in respect of equipment/materials/Software/services to be supplied under this Contract
f. Letter of Intent, if issued by the Purchaser and its acceptance by the Bidder/Agency/ Bidder/Agency.
g. Letter of Award placed by the Purchaser and its acceptance by the Bidder/Agency/ Bidder/Agency.
h. 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. Technical Specifications

f. Bid form, Price Schedules and Annexure submitted by the Bidder/Agency/ Bidder/Agency.

GCC.4. Contract Execution

GCC.4.1. The Purchaser 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 Bidder/Agency 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 the Purchaser will sign the Contract on behalf of the Purchaser. Power of Attorney of the authorised representative of the Bidder / Agency / Bidder/Agency who will sign the Contract on behalf of the Bidder / Agency / Bidder/Agency is to be submitted before signing of the Contract Agreement.

GCC.5. Contract Price

The Contract Price shall be firm and shall remain fixed during the three years contract period, except for variations authorized by the Purchaser and for which additional payment will be due to the Bidder/Agency in terms of GCC.17. Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of contract as stipulated except as permissible under GCC.11.3.

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 the Purchaser and the Bidder/Agency 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 the Purchaser and the Bidder/Agency. 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 the Purchaser and the Bidder/Agency.

GCC.8.2.2. If either the Purchaser or the Bidder/Agency 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 the Purchaser or the Bidder/Agency 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. The Purchaser 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 the Purchaser and Bidder/Agency. The arbitration shall be conducted at Kolkata.

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

GCC.9. Terms and Procedure for Payment

GCC.9.1. Bills are to be submitted fortnightly to the General Manager (HR&A), TP&AS, 8th Floor, D Block, Vidyut Bhavan, WBSETCL, Kolkata-91. The payment will be credited to the bank account of the agencies through electronic mode (e- payment) or through account payee cheque normally within two weeks of receipt of the same after deducting the discount amount as per terms of the contract for which the successful agencies shall submit the details of bank accounts(s) on the prescribed format to be provided by WBSETCL subsequently. GST on the agency commission will be paid extra at the applicable rate subject to their mentioning GST Registration Number in the invoices. The agency will submit the bill/invoice in triplicate in which their GST Number and Tax will be separately indicated. No advance payment will be made in this score. Taxes and other duties will be paid extra. The currency of bid and payment shall be Indian rupee and no foreign exchange variation will be permitted except as provided in the Price Variation formula.

GCC.10. Performance Guarantee

GCC.10.1 As a security, the successful bidder/agency, to whom the work will be awarded, shall be required to furnish an unconditional and irrevocable Performance guarantee in form of Bank guarantee from a Public Sector Indian Bank / Scheduled Commercial Bank in the form to be furnished within thirty (30) days from the date of placement of order. The guarantee amount shall be **Rs.1,20,000/- (one lakh twenty thousand) only** from a scheduled commercial bank in India. The Performance security shall remain valid up to ninety (90) days after the three years contract period, with an additional claim period of ninety (90) days.

GCC.10.2. The 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/agency, pending before any court, tribunal or any other authority

GCC.10.4. The Performance Guarantee shall be returned to the Bidder/agency within ninety (90) days after receipt of request for release. However, no costs shall be paid for the Performance Guarantee by the 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 Bidder/Agency shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Bidder/Agency's materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

GCC.11.2. The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws e.g; IT/ WCT etc.

GCC.11.3. The Bidder/Agency 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.11.4. WBSETCL will bear liability on account of GST only.

GCC.12. Purchaser's representative

GCC.12.1. The Purchaser shall appoint one person, designated as the Controlling Officer as mentioned in the SCC, who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.12.2. The Purchaser 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 Bidder/Agency without delay. The Purchaser 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 the Purchaser at all times during the currency of the Contract.

GCC.12.3. Any decision, instruction or approval given by the Controlling Officer to the Bidder/Agency shall have the same effect as though it had been given by the Purchaser.

GCC.12.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.12.5. 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 to be made under the Contract.

GCC.13. Bidder/Agency's representative

GCC.13.1. The Bidder/Agency shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Bidder/Agency) 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 Bidder/Agency shall be deemed to have been given to the Bidder/Agency.

GCC.13.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Bidder/Agency 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 Bidder/Agency 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 Bidder/Agency's risk and expense.

GCC.14. Commencement of Works and services

GCC.14.1. Service Contract period may be considered to be for 36 (Thirty six) Months after issuance of LOA.

GCC.15. Limitation of Liability

Except in cases of gross negligence or wilful misconduct

GCC.15.1. 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 Bidder/Agency to pay liquidated damages to the Purchaser; and

GCC.15.2. The aggregate liability of the Bidder/Agency to the Purchaser, 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 Bidder/Agency to indemnify the Purchaser with respect to patent infringement.

GCC.16. Force Majeure

The Bidder/Agency 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 Bidder/Agency'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 Ma0eure. A notification to this effect duly certified by statutory authorities shall be given by Bidder/Agency to the Purchaser. 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.18.4.

GCC.17. Variations

The Purchaser may by notice in writing, at any time before implementation of Works and services, instruct the Bidder/Agency to alter, amend, omit, add to or otherwise vary any part of the Works and services. The Bidder/Agency shall not vary or alter any of the Works and services, except under direction in writing by the Purchaser. 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.18. Termination

GCC.18.1. Termination for Bidder/Agency's default

The Purchaser, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Bidder/Agency, terminate the Contract:

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

b. If the Bidder/Agency, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.18.2. Termination for bankruptcy

GCC.18.3. If the Bidder/Agency becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder/Agency is a corporation, 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 Bidder/Agency takes or suffers any other analogous action in consequence of debt, the Purchaser will be at liberty:

a. To terminate the Contract forthwith by notice in writing to the Bidder/Agency 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 the Purchaser

GCC.18.4. Termination for force majeure

GCC.18.4.1. 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.18.4.2. In the event of such termination of the Contract, payment to the Bidder/Agency will be made as follows:

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

b. The Purchaser shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Bidder/Agency 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 Bidder/Agency. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Bidder/Agency shall refund such excess amount within thirty (30) days after termination.

GCC.19. Assignment

The Bidder/Agency shall not, without the express prior written consent of the WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Bidder/Agency 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.

SPECIAL CONDITIONS OF CONTRACT

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

SCC Item No	GCC Clause Ref, If any	Description
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 CMD, WBSETCL as may be agreed between both the parties]
3	GCC 23.1	The contract performance guarantee will be provided by the Bidder/Agency in the form of Bank Guarantee
4	GCC.12.1	The Controlling Officer will be The GM (HR&A), TP&AS, WBSETCL, Vidyut Bhavan.

OTHERS TERMS & CONDITIONS:

1.	**Rate**	**Rate shall be quoted net and firm under various categories as mentioned under Price Bid as per detailed scope of work. Rates shall be quoted mentioning base price and taxes separately.**
2.	**How to execute work**	**The agency has to work as per instructions shall be issued time to time from the Corporate Facility & Logistic through e-mail or phone or any others authenticated mean of communication only.**
3.	**Period of Contract**	**Period of rate contract will be initially for 02(Two) years from the date of Placement of LOA. The contract may be extended for another 1(one) year with same terms & conditions, subject to satisfactory performance of the agency.**
4.	**Demonstration**	**Demonstration of the ordered article has to be made as and when required by the user department.**
5.	**System Service Support**	**Name, address and contact telephone no. of the person responsible for providing service or details of the authorized employee of the agency have to be informed to the Corp. F&L.**
6.	**Payment**	**100 % payment will be released by the WBSETCL to the agency on received of Bill from the agency within 15(fifteen) days of submission of bill. The bill shall have to be submitted before the General Manager(HR&A), TP&AS, WBSETCL only.**
7.	**Paying Officer**	**The Asstt. Manager (F&A), Estb. Corp., WBSETCL, Vidyut Bhavan, 9th floor, Block-C, Saltlake, Kol-91 or any others officer as mentioned in the work order.**
8.	**Consignee Officer**	**The Manager(HR&A), Corporate HR&A Department, WBSETCL Vidyut Bhavan, 8th floor, Block-D, Saltlake, Kol-91.**
9.	**Specification/ Configuration**	**Yours supplied article must be as per our order's specification/configuration. Third party testing of the supplied article may be conducted at Company's own cost. However, if it is found that the supplied materials are not as per Tender specifications, you have to bear the cost of re-testing.**
10.	**Price Sheet**	**Price to be quoted as per Price Schedule only.**
11.	**Penalty**	**In case the agency fails to book / provide room accommodation or vehicle as per WBSETCL requirement, the penalty will be 5(five) % of the bill amount which will be deducted from the next bill subject to approval of the competent authority. These conditions will come into force only where the agency is at**

		fault and not under unforeseen circumstances.
12.	**Database maintenance**	**The successful bidder must maintain a database of employees who have been allotted digital Signature Certificate along with the details of validity.**

PRICE BID

Category	Service Specification	Rent(for hotels) & Rate of Service Charges including any other incidental charges excluding GST in Rs.	Applicable GST
A. Reservation of single bedded hotel accommodation throughout India MAP Plan per night per person (Mode of meal should be decided as per choice of the officials)	i.Charges for Hotel accommodation for cities under Category A		
	ii.Charges for Hotel accommodation for cities under Category B		
	iii.Charges for Hotel accommodation for cities under Category C		
	iv.Cancellation charges for each category if any		
B. Providing AC Innova Cars with fuel and driver on disposal basis i.e airport pickup to airport drop off	i) Rate per KM		
	ii) Rate per Hour		
	iii) Rate per day (local)		
	iv) Rate per day (Outstation)		
	v) Night Halt Charges if any		
	vi) Driver allowance if any		
	vii) Cancellation charges, if any		
L1 Rate / Total			

L1 rate = [Rate of Category A(i+ii+iii+iv) + Rate of Category B (i+ii+iii+iv+v+vi+vii)]

Note: This price bid should be signed by the authorized representatives of the agency with official seal.

Relevant Forms:

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: Selection of External agency for engage as travel agent for booking of accommodation & arrangement of vehicle

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).....

POWER OF ATTORNEY

(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……

DETAILS FOR MEETING FINANCIAL QUALIFICATION REQUIREMENT

NIT No:
Bidder's Name and address

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,

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.	2014-15	
2.	2015-2016	
3.	2016-2017	
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).....

DETAILS FOR MEETING TECHNICAL QUALIFICATION REQUIREMENT

NIT No:

Bidder's Name & Address:

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

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 () 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.)

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)

FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No:
Dated:

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.120000/- only** 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.1,20,000]…….. 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)

VALIDITY OF BG AS MENTIONED IN THIS NIT

END OF DOCUMENTS