



**TENDER DOCUMENT**

**SUPPLY OF FOOD AT VARIOUS TRAINING PROGRAMME ORGANIZED BY  
CYBER SECURITY CENTRE OF EXCELLENCE**

**TENDER NO. : WEBEL/EOT/COM/22-23/00037, Date: 08/09/2022**

**Due Date: 16/09/2022**

**TWO PART BID: 1) TECHNICAL BID 2) PRICE BID**

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION  
LIMITED**

**(A Govt. of West Bengal Undertaking)**

**Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Bidhannagar, Kolkata:-700091**

**TENDER NO. : WEBEL/EOT/COM/22-23/00037, Date: 08/09/2022**

THE G.M. (COMMERCIAL) ON BEHALF OF WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED INVITES SUPPLY OF FOOD AT RUNNING TRAINING PROGRAMME FOR POLICE PERSONNEL.

Brief description of work	TENDER Document Money (Rs) [Non Refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Last date and time of TENDER submission	Date of opening of TENDER
Supply of Food at running training Programme for Police Personnel	Rs. 500.00 (Submitted through Oline)	Rs. 3,000.00 (Submitted through Online)	16/09/2022 12:00 Hrs.	19/09/2022 15:00 Hrs
Bid Opening Venue Through online	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LTD. (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP&GP, Sector-V, Salt Lake, Bidhannagar Kolkata - 700091			

For any queries regarding this Tender please contact General Manager (WBEIDC), Email ID [puspal.ghosh@webel-india.com](mailto:puspal.ghosh@webel-india.com) and Advisor (SS&A), Mobile No. 9830164860 & mail ID [ambarish.saraswati@webel-india.com](mailto:ambarish.saraswati@webel-india.com) on or before 15.00 Hrs, 12/09/2022. No queries will be entertained after this time frame. If tender committee feels, suitable corrigendum will be hosted in our website before 13/09/2022 for the information of all prospective bidders.

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SECTION – F	THE CATERER/ FOOD SUPPLIER IS REQUIRED TO SERVE THE FOLLOWING ITEMS FOR 60 TO 100 HEADS PER DAY
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## SECTION-A: INSTRUCTIONS TO BIDDERS

### 1. Technical Bid submission with digitally signed

The TECHNICAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

### 2. Financial Bid submission with digitally signed

The FINANCIAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

### 3. Price Bid/Financial Offer only if technical bid is qualified

The price bid / financial offer of the tenderer / bidder will be considered only if the technical bid of the tenderer is found qualified by the Tender Evaluation Committee (TEC) of WBEIDC. The decision of the TEC will be final and absolute in this respect.

### 4. 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://etender.wb.nic.in> . The Bidder is to click on the link for e-Tendering site as given on the web portal.

### 5. 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 in Clause A.1. above. DSC is given as a USB e-Token.

### 6. Search and Download

The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

### 7. Submission of Tenders

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

## **8. Definition of Tender Evaluation Committee**

Tender Evaluation Committee constituted and will function as Evaluation Committee for selection of technically qualified bidders.

## **9. Opening & Evaluation of Tender**

If any Bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

## **10. Opening of Technical Proposal**

Technical proposals will be opened by the WBEIDC Tender Committee electronically from the website using their Digital Signature Certificate (DSC).

## **11. General Procedure**

(1) Cover (folder) for Statutory Documents (Ref. Sl. No. A.(v).(a)) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the bid will be treated as non-responsive and Tender Committee will have the right to decide accordingly.

(2) Decrypted (transformed into readable formats) documents of the non statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

(3) Summary list of technically qualified tenderers will be uploaded online.

(4) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

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

(6) Intending tenderers may remain present if they so desire.

## **12. Quoting rate in Price Bid**

The financial proposal should contain all items mentioned in the Price Bid. The Bidder is to quote the rate online through computer in the space marked for quoting rate in the Price Bid.

## **13. Digital Signature**

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Bidder. Financial capacity of a bidder will be judged on the basis of information furnished.

#### **14. Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

#### **15. Rejection of Bid**

WBEIDCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

#### **16. Award of Contract**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Intent, the successful bidder shall have to submit a PBG from a scheduled bank amounting to 3% of LOI value (format attached with this tender document).

#### **17. Additional Instruction**

The bidders are requested to submit the bank details along with the bid.

## SECTION – B: ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. The bidder should have executed single order similar nature of jobs, particularly in supply of Food, of Rs. 3,00,000.00, 02(two) orders similar nature of jobs, particularly in supply of Food, of Rs.1,50,000.00 or 03 (Three) orders similar nature of jobs, particularly in supply of Food, of Rs. ,1,00,000.00 or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council / large organization in last three financial years (2019-20, 2020-21 & 2021-22). Work Order copies / completion certificate from the customer duly self-attested are to be submitted, without which the bid will be treated as non-responsive and summarily rejected.
2. The bidder should have an Annual Turnover of Rs.9 lakhs or above in the last Financial Year 2021-22.
3. Valid PAN along with its IT return submission documents, Registration certificates for GST, Trade License, Food License, Fire License and Police License are to be enclosed with the bid.
4. The bidder should have at least one registered office in Kolkata, West Bengal. Supporting documents for existence of registered office has to be attached with the tender document.
5. Bid Form duly filled and signed as per format on the letterhead of the bidder.
6. Original tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.

In absence of any one of the above, the offer will be treated as non-responsive and in that case Tender Committee will have right to decide accordingly.

## SECTION – C: GENERAL TERMS AND CONDITIONS

### 1. Amendment of Invitation

At any time 3 days prior to the deadline for submission of proposals, WBEIDC reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidders who have been issued the TENDER document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

### 2. Clarification Regarding TENDER Document

A prospective Bidder requiring any clarification about the tender document and scope of work may contact the person through e-mail / letter as mentioned above in NIT.

### 3. Awarding of Contract

WBEIDC Ltd will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. WBEIDC reserves the right not to accept the Lowest Price bid with out assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever WBEIDC also reserves the right to split the order and / or drop any line item as per direction of the end customer. The successful bidder will have to give security deposit of 3% of total value of the LOI in the form of BANK GURANTEE for a period of 60 days+ the maximum warranty period among the items quoted. After receiving the PBG, firm P.O will be issued.

### 4. Amendment of Proposals

In order to afford prospective Bidder reasonable time to make amendment in their proposals, WBEIDC may, at its discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on WBEIDC.

### 5. Language of Proposal & Correspondence

The proposal submitted by the Bidder should be in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WBEIDC will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by fax / e-mail.



## 6. Proposal Currency

Prices will be quoted at the time of participation of tender in Indian Rupees, inclusive of all prevailing taxes, levies, duties, etc.

## 7. Period of Validity of Proposals

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 180 Days from the date of opening of the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

## 8. Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words / figures completely.

## 9. Assignments

Assignment of the job to third party is not allowed without the consent of WBEIDC Ltd

## 10. PBG SUBMISSION AFTER LOI

You are requested to convey your acceptance of this Letter of Intent and to submit the desired information at an early date and submit the required Bank Guarantee in the attached prescribed format within a period of 14 days from the date of placement of this Letter of Intent, failing which this Letter of Intent is likely to be treated as cancelled.

## 11. Rejection of BID

Any deviation from the given specification and make, will be treated as rejected.

## 12. Canvassing

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

## 13. Date & Time validity of the quotation

Any quotation submitted later than the date and time mentioned above will not be accepted

## 14. Discrepancies and Adjustment thereof

Discrepancy between description in words and figures, the rate, which corresponds to the words quoted by the bidder, shall be taken as correct. Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate, the unit rate shall be regarded as firm. Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

## 15. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Managing Director, WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Managing Director shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata only.

## 16. GTC-EMD-ONLINE PAYMENT

//The bidder shall pay an EMD of Rs. 3,000 through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal. //For detail payment procedure & guideline on the same bidders are advised to follow the same order. //You may find the GO by clicking the link <https://bit.ly/2zZ4i6e>

## 17. Force Majeure Condition

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

#### 18. Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words / figures completely.

#### 19. Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

#### 20. Insertion of Webel's GST in Vendor invoice

All bills/ invoices must be raised / submitted with proper GSTIN No. of WBEIDC Ltd (GSTIN No.- 19AAACW2411Q1Z1 ) for releasing payment.

#### 21. Late Proposals

Any proposal received by WBEIDC after the deadline for submission of proposals, as referred above shall not be accepted.

#### 22. Language of Proposal & Correspondence

The proposal submitted by the Bidder should be in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WBEIDC will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by e-mail.

23. Non escalation of Price

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

24. Non-eligibility of bid by Webel Group Company

No Webel group company allowed to bid in WBEIDC tenders, and bids will be summarily disqualified if received from any WEBEL group company.

25. Cancellation of PO

WBEIDC Ltd. reserves the right to cancel Purchase Order if the agreed delivery schedule is not adhered to by the supplier. Any loss arising out of such delay in the supply of the equipment / service, shall be on the supplier account.

26. Whom to report

Reporting: You have to report to MR.PUSPAL GHOSH, GM-WBEIDC for all purposes.

27. Deduction of Tax at Source

Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.

28. Additional Terms & Conditions

At the time accepting LOI, vendor is advised to check the GST percentage mentioned in the loi. In case of any change bidder must inform gm (commercial) in writing prior to issue of the purchase order. Once purchase order issued no subsequent request for change in GST percentage will be entertain

## SECTION – D: SPECIAL TERMS AND CONDITIONS

### 1. Interpretation of documents

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction / clarification or interpretation before 7 days of opening of the bid.

### 2. Payment Terms

Payment will be made on submission of bills along with the successful completion certificate FROM THE END CUSTOMER. Payment will be released within 30 days after submission of bills and on receipt of payment from customer.

### 3. Preparation of tender

Tender shall be submitted in accordance with the following instructions:

- i) Tender shall be submitted in the prescribed forms. All signatures shall be in longhand. Where there is conflict between the words and the figures, the figure shall govern.
- ii) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- iii) Tender shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, electronic, telegraphic or telephonic proposals for modifications will be acceptable.
- iv) Tender shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tender. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder.
- v) Tender subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- vi) Each and every page of the TENDER document must be signed with date and company seal by the bidder. This is required to show that the bidder had accepted all the terms and conditions mentioned in this tender document.

### 4. Withdrawal from Tender

Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

5. Opening of Tender

The Tender document shall be opened at the time set forth in the document.

6. Tax Registration Certificate

Bidders submitting a TENDER shall produce up to date PAN & GST registration as well as copy of latest returns submitted in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission

7. Acceptance of Tender

The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.

8. Withdrawal from Tender

If any bidder withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for his withdrawal, he/she shall be disqualified for participation in any tender of this organization for a minimum period of 2 (two) years.

9. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Managing Director, WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Managing Director shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata only.

## 10. Governing Laws

This TENDER Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

## 11. Force Majeure Condition

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

**SECTION – E: BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

Ref No : ( Mandatory)

Date : ( Mandatory)

To,  
The General Manager (Commercial)  
WBEIDC Ltd  
Webel Bhavan  
Block EP & GP, Sector-V  
Salt Lake Electronics Complex  
Kolkata-700091

Sir,

Having examined the Bid documents we, the undersigned, and offer to undertake the job of  
“\_\_\_\_\_” as per the TENDER No. -----  
----- Dated-----

We agree to abide by this bid for the period of 6 (six) months from the date for fixed for price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WBEIDC reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and its decision on the subject will be final and binding on Bidder. We also understand that WBEIDC is not bound to accept the L-1 bid for placement of order.

Signature

.....

(In capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name and Address of the Bidder)

(Affix Official Seal)



SECTION – F: The Caterer/ food supplier is required to serve the following items for 60 to 100 Heads per day (in single / multiple locations in an around Kolkata, North 24 Pg., South 24 Pg. and Howrah):

**ANNEXURE-1**

- A. Tea/Coffee: Tea/Coffee and Biscuit will be served everyday two times.
- B. Mineral Water: 20 liters Jar and 500 ml bottle as per requirement.
- C. Lunch : Menu

**Day 1:**

- a) Dehradun Rice
- b) Potato Fry
- c) Dal Fry
- d) Common vegetable curry
- e) Special vegetable curry for veg
- f) Chicken curry (150 grms)
- g) Chatni
- h) Papar
- i) Achar
- j) Sweet/Curd

**Day 2:**

- a) Dehradun Rice
- b) Potato Fry
- c) Dal Fry
- d) Common vegetable curry
- e) Special vegetable curry for veg
- f) Fish curry (150 grms)
- g) Chatni
- h) Papar
- i) Achar
- j) Sweet/Curd

**Day 3:**

- a) Mixed Salad
- b) Veg Fried Rice
- c) Chilli Chicken
- d) Chilli Paneer for veg
- e) Chatni
- f) Papar
- g) Achar
- Sweet/Curd or Ice cream

- D. Evening Snacks (Two Pieces):  
Samosa/ Vegetable Chop/ Egg Devil/ Fish finger

**Terms and conditions:**

Number of packs will be subject to confirmation of competent authority.

**SECTION – G UNPRICED BILL OF QUANTITY**



**TENDER NO. : WEBEL/EOT/COM/22-23/00037, Date: 08/09/2022**

<b>Sl No.</b>	<b>Items</b>	<b>Unit</b>	
1	Food As per Section -F	Per person per plate per day	<b>PRICE WILL BE QUOTED ONLINE ONLY</b>