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West Bengal Electronics Industry Development Corporation Limited

WML Division

P-1, Taratala Road, Kolkata – 700 088

Phone : 033 2401-5602 / 7699 • Fax : 033 2401-4081 • e-mail: info.wml@webel-india.com

GSTIN No. 19AAACW2411Q1Z1

NOTICE INVITING TENDER


Notice Inviting Tender No. WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020

SUB: SUPPLY, ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE.

The Dy Manager (PURCHASE) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED – WML DIVISION LIMITED invites Tender for the work detailed in table below:- (Submission of through **offline** Only)

Interested bidders who are having sufficient experience & credentials on subject matter are eligible to participate.

Brief Description	Tender Document fee (Rs.) [Non-returnable]	Earnest Money Deposit (EMD) Rs. [Returnable]	Last date and time of bid submission	Date of opening of tender
<i>Supply, Erection and installation of Guyed Mast Tower at Vidyasagar University Midnapore</i>	500/- (in the form of DD duly pledged in favour of WBEIDC LTD – WML Division)	3,000/- (in the form of DD duly pledged in favour of WBEIDC LTD – WML Division)	2.03.2020, 11.00 Hrs	2.03.2020, 15.00 Hrs
Bid Opening Venue	WBEIDC LTD – WML Division, (A Govt. of West Bengal Undertaking) P - 1 Taratala Road, Kolkata 700 088			

Tender No WEBEL/WML/EOT/19- 20/0001 Dated 24/2/2020	ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE	 opportunities infinTe
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Guy Mast Tower at Vidyasagar University Campus in Medinipur

Webel requires 70ft guyed mast tower to be erected at the roof top of a house at Vidyasagar University Campus in Medinipur. The tower will carry 2 Bay omni-directional FM Antenna with splitter and cables. The life of tower would be 50 years and shall withstand against wind, rain and any normal natural calamities. Successful bidder should provide drawing before starting of work.

Specifications of Guyed Mast:

- a) Triangular Guy Mast with 32mm diameter Pipe of 3 Mtr. per section. Height will be 70ft from roof top
- b) 4 nos. of Foundation with size: 600mm.x 600mm. Foundation will be built by sand, cement and stone chips with 4 nos of anchor bolts.
- c) All pipes & sections should be hot dip galvanizing.
- d) Others materials related Guy Mast, viz. steel wire rope of size 6mm, turnbuckle, (D)shackle, thimble, bull dog grip, nut bolt with base plate.
- e) Erection of total tower
- f) Total painting (primer and synthetic enamel paints)
- g) Earthing & Lightning Arrestor with GI wire.

- h) Aviation Lamp with 3 core cable of required length (about 150 ft.)
- i) Vertical Axis of the tower should not tilt more than 1 Degree.
- j) Load bearing capacity: 30 kg or more.
- k) Wind speed for survive: 180KM/Hour.
- l) After erection of tower, 2 Bay antenna and feeder cable are to be installed. Necessary items are to be provided.

Guarantee of Tower:

Guarantee of tower should be given for five years from the date of handing over against deformations of the structure, un-stability, defect in paintings etc.

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Tender No
WEBEL/WML/EOT/19-
20/0001 Dated 24/2/2020

**ERECTION AND INSTALLATION OF
GUYED MAST AT VIDYASAGAR
UNIVERSITY, MIDNAPORE**

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1) Tender Details:

1) In the event of filling, intending bidder may download the tender documents from the website <https://www.webel.in> directly. Necessary **cost of tender documents (tender fees)** may be remitted through Demand Draft issued from any Scheduled Bank in favor of “WBEIDC LTD – WML Division”, payable at Kolkata and also to be documented through e-filling. **Cost of Earnest Money (EMD)** may be remitted through Demand Draft issued from any Scheduled Bank in favor of “WBEIDC LTD – WML Division”, payable at Kolkata.

The original Demand Draft against tender fees, Earnest Money Deposit (EMD), should be submitted physically to our Accounts Department, WBEIDC LTD – WML Division, P-1, Taratala Road, Kolkata – 700088, West Bengal under a sealed cover, along with the Xerox copy of Bid covering letter, before the last date of Tender submission. **Name of the firm, telephone number and name of the item** may be written on the reverse side of the Demand Draft.

If the bidder(s) are exempted from the payment of Earnest Money Deposit, then EMD Exemption Certificate is to be uploaded during on-line submission, and hard copy of that certificate is to be submitted before the last date of bid submission.

Submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in this Tender Document.

Price Bid / **FINANCIAL OFFER** of the prospective Bidder will be considered only if the **TECHNICAL BID** of the bidder is found qualified by the ‘Tender Evaluation Committee’ of WML Division. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect.

Bid covering letter must be addressed to the Deputy Manager (Purchase), WBEIDC LTD – WML Division, P1 Taratala Road, Kolkata – 700 088.

For technical queries regarding the tender document, please contact Mr Arup Ratan Bhattachariya, DGM(Dev) through e-mail: info.wml@webel-india.com, or call at our office no. 033 2401 5602 / 033 2401 7699 on or before the last date and time scheduled for pre- bid queries. No queries will be entertained after this time frame.

Quotation is to be submitted in two Bid format.

Part 1: Technical Bid, Part 2: Price Bid.

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2. Date and Time Schedule:

Sr. No.	Particulars	Date & Time Schedule
1	Date of uploading of N.I.T. & other Documents (Publishing Date)	24.02.2020
2	Documents download/sale start date	24.02.2020
3	Documents download/sale end date	2.03.2020 at 11.00 Hrs
4	Pre Bid Queries at WML-Division Office (Off Line / email)	26.02.2020, 12.00 Hrs
5	Last Date of submission of original copies for cost of Tender Documents and Earnest Money Deposit (Off line)	2.03.2020 at 11.00 Hrs
8	Bid Submission closing	2.03.2020 at 12.00 Hrs
9	Bid opening date for Technical Proposals	2.03.2020 at 15.00 Hrs
11	Date for opening of Financial Proposal	3.03.2020 at 12.00 Hrs

Section A

Eligibility criteria for participation in the tender:-

1) Type of the Bidder:

The Bidder should be a Manufacturer.

2) Experience on the related job area:

The bidder should have executed one single order of similar nature of jobs, having min. order value of Rs. 2.0 Lacs (Rupees Two Lacs Only) or executed two orders of similar nature of jobs, having min. order value of Rs. 1.50 Lacs (Rupees One Lacs Fifty Thousands Only) each in last financial year at any Govt. Department / Quasi Govt. Dept/ Board / PSU / Banks / Reputed Corporates etc. or similar organizations.

Relevant Purchase order copies along with Job Completion Certificate from the customer duly self-attested are to be submitted.

3) Un-priced Bill Of Quantities

Un-priced BOQ is to be submitted with Tender document in the company letterhead mentioning manufacturers name of the quoted model, HSN / SAC Code, and GST rate of the items quoted.

4) Minimum Annual Turnover Of the bidder for the last financial year

Turnover for the last 3 financial year (FY 2016-19) should be Rs 6.00 Lacs in each year or above. (Copy of Audited Balance Sheets / Profit & Loss Accounts duly certified is required as proof.)

5) Aggregate Annual Turnover:

Aggregate Turnover for the last three financial years (FY 2016-17, FY 2017-18, and FY 2018-19) should be Rs 15.00 Lacs or above. (Copy of Audited Balance Sheets /Profit & Loss Accounts duly certified is required as proof.)

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6) Company Profile & Article of Association

The bidder must submit detail profile of the company and Article of Association in the specified area of the job mentioned in the tender document.

7) Certificate of Incorporation

The bidder may either be a Sole Proprietorship firm / a partnership firm / a limited liability partnership / a company incorporated under the companies Act. 1956 / 2013 or a body incorporated under the applicable laws of its origin. Certificate of Incorporation is to be uploaded. In case of change in Company Name, bidder has to submit relevant documents in lieu of the change of name.

8) No consortium is allowed:

The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid. Declaration in this regard needs to be submitted.

9) Part bid is not allowed:

10) Other Company Documents

Following document must be submitted / uploaded with the Bid

- (a) Copy of valid PAN card,
- (b) Certificate of Incorporation under company's Act, 1956 if applicable.
- (c) GST Registration Certificate and corresponding return submission document.
- (d) Income Tax Return submission document for the FY 2015 - 16, FY 2016 - 17, and FY 2017-18 filed by the bidder and acknowledged by the Income Tax Department.
- (e) Copy of valid Trade License.
- (f) In case of partnership firm, partnership agreement has to be submitted.

All such certificates shall remain valid on the date of opening of Techno-Commercial bids

11) Banned by Govt. Organization

The Bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization banned the Bidder in the past, this fact must be clearly stated. If this declaration is not given, the bid may be treated as 'non-responsive' and in that case 'The Tender Committee' will have the right to decide accordingly.

12) EMD Money

The Bidder shall furnish Earnest Money Deposit (EMD) & Tender Cost as part of its Bid. Earnest money will be refunded to the unsuccessful bidders after receiving application from them on completion of tender process.

13) Bid Form

Bid Form duly filled and signed as per format, printed on Bidder's letterhead is to be submitted.

14) Tender Document

This Tender document (NIT) shall have to be submitted along with relevant document. This is required to show that the bidder has accepted all the terms and conditions mentioned in this tender document.

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SECTION – B

INSTRUCTION TO BIDDERS

GENERAL

Instruction to submit no. of parts in the bid

Interested Bidders are required to submit their proposals in 1 sealed envelope(s) as per the instructions given below.

2 . Preperation of Tender

Tender shall be submitted in accordance with the following instructions:

- i) Tenders 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 initiated in ink by the person or persons signing the tender.
- iii) Tenders 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) Tenders 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) Tenders 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.

3 . Instruction to mark the techno-commercial bid envelope

The firm shall seal and mark the Techno Commercial Bid in one envelope super scribed with words:- "Techno Commercial Bid for " ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE " "Tender no. WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020. This envelope will also contain the EMD and Tender Document Fees in a separate small envelope inside it.

4 . Instruction to mark the price bid envelope

The firm shall seal and mark the Price Bid in one envelope super-scribed with words:- "Price Bid for " ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE " "Tender no. WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020.

5 . Instruction to mark the both techno-commercial and price bid envelope

All the envelopes shall be sealed in a covering envelope super scribed with words Techno Commercial Bid & Price Bid for ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE " "Tender no. WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020. The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the Mr. Joy Sen, DM (Purchase) through post / speed post / Courier or dropped personally within the stipulated time. No other mode of delivery shall be accepted. WML will not be responsible for any postal delay. Late submission of Bid will not be accepted.

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6 . Exemption under NSIC

The bidders (small scale units) who are registered with National Small Scale Industries Corporation, i.e, NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted from payment of bid security up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. Registration other than NSIC & Under Single Point Registration Scheme) will not be entertained.

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SECTION – C

General Terms & Condition

General Terms & Conditions

1) Amendment of Invitation

WML Management team reserves the right to waive specific terms and conditions contained in this tender document. It shall be understood by the Bidders that the proposal is predicated upon acceptance of all terms and conditions contained in this tender, unless the Bidder has obtained such a waiver in writing, prior to submission of the proposal. Such waivers, if granted, will be granted to all prospective Bidders.

At any time one day prior to the deadline for submission of proposals, WML reserves the right to add / modify / delete any portion of this tender document or even cancel the NIT by issuance of Corrigenda / Addenda, which will be published on the website. All prospective bidders should keep track of any publication of such corrigenda / addenda. Such modification once published in website will be binding for all prospective Bidders and will form part of the bid documents (Technical Bid as well as Price Bid).

2) Extension of Proposals

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

3) Assignments

Assignment of the job to third party is not allowed without the consent of WML Division.

4) Rejection of BID

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

5) 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, and their submitted bid will not be considered for the forthcoming tenders also.

6) Clarification Regarding Tender Document

A prospective Bidder requiring any clarification about the tender document regarding qualification criteria, specifications, and scope of work or at any other points mentioned herein, may contact the person through e-mail / letter as mentioned above in e-NIT. It must be clarified during the pre-bid queries.

7) 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 treated as firm. Discrepancy in totaling or carry forward in the amount quoted by the Bidder shall be corrected.

8) Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this NIT / contract agreement, the said dispute or difference shall be referred to the sole arbitration of Unit Head, WML Division or in his absence, any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

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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 Unit Head 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 selected vendor will have no objection in any such appointment, so long as the arbitrator so appointed is an employee of Webel. 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.

9) Indemnification

Selected party shall have to give an undertaken to indemnify, hold harmless & defend WML, its affiliates and their respective employees, officers and directors against any claim by a third party including but not limited to damages, costs, legal expenses, wrong reports, expenses as a result of such claim, which arises out of or relate to any breach / violation / other obligation or ignorance of duty under applicable law, in each case whether or not caused by the negligence of WML and whether or not relevant claim has merit.

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 is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of nature, then WML may allow such additional time by extending the project execution time-frame as considered to be justified by the circumstances of the case and its decision taken by the competent authority is to be treated as final.

12) Formats and Signing of Proposals

The original proposal shall be signed by an authorized signatory 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 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.

Details of the enclosures, which are essential part of the Technical bid, should be page marked and mentioned in the forwarding letter in bidder's letterhead, along with relevant page no. to be searched for.

13) Period of Validity of Proposals

The quoted offer and/or rates must be valid for the minimum period as mentioned in the NIT document, from the date of opening the Techno-Commercial bids. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the qualified Bidder(s).

14) Non escalation of price:

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer / rate will remain unaltered till execution of the said work, irrespective of any reason including foreign exchange rate variation, or any other reason thereof.

15) Language of Proposal & Correspondence

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The proposal and all documents relating to the proposal (including brochures) supplied by the bidder should be in English language only, and all correspondence between the Bidder & WML will be in English language only.

16) Proposal Currency

Prices shall be quoted in **INR**, inclusive of packing- forwarding and freight charges etc. as stated in NIT document. Taxes and other Duties has to be shown separately If GST rate is applicable, it has to be mentioned).

17) Price

Price quoted should be firm, inclusive of packing, forwarding, Insurance and freight, loading / unloading expense as applicable, Installation charges including other miscellaneous accessories, Acceptance of entire system by the end users, with on-site warranty & maintenance support for one year.

No extra cost, other than that mentioned in Price Bid would be taken into account.

Percentage / specified amount of taxes & duties should be clearly mentioned.

18) Quantity or Place variation

WML reserves the right to increase or decrease the quantity requirement, delete any line item specified in the tender, depending upon the actual requirement at the time of processing the order. The selected bidder shall have to accept the revised quantity and execute accordingly.

19) Qualification criteria:

The Tender Inviting and Accepting Authority through "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- Financial Capacity
- Technical Capability.
- Experience / Credential

Eligibility of each bidder shall be determined based on the document uploaded against the said Tender. No Technical / Commercial clarifications generated from the vendors / bidders will be entertained after opening of the tender. However, Tender evaluation committee, at its discretion, may ask for hard copy of relevant document(s) / clarifications in respect of the claim submitted by the bidder, and may call for additional information in relation to the subject Tender. The bidder shall have to submit / furnish those document, as well as written clarifications required by the tender committee, within the timeframe mentioned in the raised query. Delay in providing information / clarification will not be entertained and the committee will presume that the Bidder has no such information / clarification to provide and shall evaluate the bid with the available information only / their proposals will be liable for rejection.

Financial offer shall be considered for those bidders only, who have been qualified during Technical evaluation.

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21) Penalty for suppression / distortion of facts

If there is any deficiency / discrepancy found in the submitted / uploaded bid document, then the corresponding bid will be treated as non-responsive and Tender Committee will have the right to decide accordingly.

If any bidder fails to produce the original hard copies of the documents like Purchase Order copies / 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 bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

All the documents to be submitted by the bidder along with their offer should not be manipulated and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged / tampered / manipulated in any way, the total responsibility lies with the bidder and WML reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.

22) Rejection of Bid(s)

Purchaser reserves the right to accept or reject any Bid, or withdraw the tender in full or part as the case may be without assigning the reasons thereof., and / or 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 Purchaser's action. No kind of disputes can be raised by the bidder(s) under any circumstances, at our office or elsewhere.

23) Forfeiture of Earnest Money

The EMD may be forfeited either in full or in part, at the discretion of WML, on account of one or more of the following reasons: -

- a. The Bidder withdraws their bid during the period of bid validity.
- b. The Bidder fails to co-operate in the bid evaluation process / in case of any false submission of document.
- c. If the Bidder violates any of the provisions of the terms and conditions of this tender / LOI / PO.

The decision of WML regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by Webel and/or Department of IT, Government of West Bengal.

24) Awarding of Contract

Before issuance of the order, the tender inviting authority may verify the credential and other documents of the lowest bidder. If at any point of time during procurement process or subsequently later on, it is detected that the document submitted by the lowest bidder is either contrived or false; in that case work order will not be issued in favour of the said bidder under any circumstances. The total responsibility lies with the bidder and WML reserves the full right to take action as may be deemed fit.

WML will award the contract to the successful Bidder whose bid has been valued as per Price and Other criteria.

WML reserves the right not to accept the Lowest Price bid without assigning any reason whatsoever and the Bidder will not challenge such decision in any forum whatsoever.

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WML also reserves the right to split and distribute the order amongst qualified / selected bidder(s) at the same rate and Terms & Condition.

WML reserves the right to drop any line item as per direction of the end customer.

WML reserves the right to negotiate with the successful Bidder (if require) at the time of award of contract.

Quantity may increase / decrease at the time of order placement or during execution further requirement may be added, and the selected bidder shall have to act accordingly. In case, quantity of requirement increases by a significant amount, selected bidder shall have to provide further discount on the entire quantity ordered for.

The Bidder, who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. After receipt of Letter of Acceptance, the successful bidder shall have to submit Performance Bank Guarantee of 5% Order value as mentioned in the LOI, issued from any Scheduled Bank. On receipt of PBG, PO will be issued to the party. 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.

25) Work Termination for default:

WML may without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder(s), terminate the purchase order in whole or part thereof:

- If the Bidder(s) fail to deliver any or all of the obligations within the time period specified in the LOI / PO.
- If the Bidder(s) fail to perform any other obligations under the contract.
- If their performance is not satisfactory by the end customer.
- If the delivered item(s) are not meeting requirement specification
- If the selected firm becomes bankrupt or insolvent, or blacklisted by any other organization during the contractual execution period, provided such termination will not prejudice or affect any right of action or remedy, which has accrued thereafter to the client.

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SECTION – D

SPECIAL TERMS AND CONDITIONS

(1) Bid validity period:

Bidder shall have to submit their offer with validity for a period of **180 days** from the date of opening the Price Bid. However, purchaser reserves the right for seeking extension of validity of their offered rates from the participated Bidder(s).

(2) Site Locations:

VIDYASAGAR UNIVERSITY, MIDNAPORE

(3) Completion Schedule:

Selected bidder shall have to complete the entire scope of work **within 3 Weeks' time** from the date of issuance of LOI / PO.

(4) Warranty and maintenance service support:

Selected bidder shall have to provide on-site warranty service support of the Installed system for a period of one year from the date of commissioning. Defective parts / system is to be repaired / replaced at free of cost during the contract period. Technical Support is also to be provided after installation-commissioning, as and when required by the concerned department.

Response time: 24 hours from the date of lodge of complaint. Selected bidder shall have to deploy competent work force to cope with the requirement for fulfilling the emergency service required at site, and attend calls at both working hours and non-working hours, as the situation demands. No extra payment shall be made for this case.

(5) Security Deposit

Successful bidder will have to submit a Performance Bank Guarantee (PBG) in favour of WBEIDC LTD – WML Division, from a Nationalized / Scheduled Bank within 14 days of issuance of LOI, amounting 5% total ordered value (as mentioned in LOI) in the format given in the tender document, for a validity period of 60 days more than the required warranty / contract period (to be considered from the date of final acceptance of the end customer) for all of the quoted items. Failure to submit the said PBG will result in termination of any claim of the Bidders and forfeiture of earnest money. The LOI placed on the Bidder will then automatically be canceled and the Bidder will be debarred from taking part in any tender of WML Division for the next two years from the date of LOI. In that case, above referred work shall be executed engaging alternate party, at the risk & cost of the selected bidder

(6) Payment Authority

Payment Sanctioning Authority: D.G.M (Dev), WBEIDC LTD –WML Division.

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(7) Payment Terms

Invoice, PBG, Job completion certificate and other commercial document is to be submitted at the office of WBEIDC LTD –WML Division, P1 Taratala Road, Kolkata – 700 088 along-with a covering letter. Payment will be released on back-to-back basis within one week time from the date of receipt of corresponding payment from the end customer.

Deduction of all statutory and necessary taxes will be made as per Government Rules prevailing at the time of payment.

(8) Liquidated Damage:

In the event of failure to meet the job completion beyond one weeks time from the scheduled date of work completion (as mentioned in the purchase order), liquidated damage may be imposed on the vendor(s) for sum equivalent to 0.5% of contract value for each week of delay or part thereof, subject to a ceiling of 5% of the contract value (including all taxes & duties and other charges). In the event of LD exceeds 5% of the order value, WML Division reserves the right to terminate the contract and get the job completed by engaging any other competent party. The difference of cost incurred by WML Division will be recovered from the earnest money deposited / PBG / Invoice submitted by the vendor (as applicable).

(9) Reporting:

Selected Bidder shall have to report to Sri Arup Ratan Bhattacharjee, DGM (DEV) for all purposes.

(10) Contractor’s liability for damage caused during installation work and imperfection noticed:

If during execution, selected party shall break, deface, or destroy any part of the building in which they may be working or any damage caused in water pipe / cable / electric, or telephone wires, or any Technical Equipment in the premises on which the work is being executed, the said contractor shall have to make it back in working condition at their own expenses, or otherwise the same amount shall be deducted from their claimed amount.

(11) Safety measure during execution:

The selected contractor shall arrange to dispatch of goods duly packed & insured against damage, loss, theft, shall have to deliver directly to the consignee under prior intimation for delivery at site by whichever mode of transport they may choose, to ensure safe delivery of goods at site. Unloading at site shall have to be done at the contractor’s expense. The consignee will provide only storage space .The contractor will provide his own security like locking etc. and store the material at his own risk till hand over of his work.

Selected party shall take insurance of the deployed manpower against any accident, death etc.

The contractor shall indemnify and hold harmless the purchaser against any claim in respect of injury to any person howsoever arising out of the work in the course of such installation.

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SECTION – H
BID FORM (FORM I)

(Bidders are requested to furnish the Bid Form in the Format given in this section, fill in the entire form and submit on their respective Letterheads)

Ref.No:(Mandatory)

Date: (Mandatory)

The Deputy General Manager (Dev)
WBEIDC LTD –WML Division
P1 Taratala Road,
Kolkata-700 088

Dear Sir,

Having examined the tender documents together with the corrigenda, subsequently issued, we, the undersigned, offer to undertake the job of "ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE " "Tender no. WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020.

We agree to abide by this bid for a period of **180 days** from the date fixed for Price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of this period.

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

We understand that WML reserves the right to accept in full or part and / or reject any or all the bids received or split the order within successful bidder(s) without any explanation to Bidders and its decision on the subject will be final and binding on Bidders. We also understand that WML is not bound to accept the lowest bid for placement of order.

We have given an EMD of Rs.----- (DD) dated _____ issued by -----) along with our Technical document.

We also abide to furnish Bank Guarantee of 5% of the job value as Performance Bank Guarantee.

Dated, thisday of (month), 20.....

Signature

.....
(In the capacity of)
Duly authorised to sign the bid for and on behalf of
(Name and Address of the Bidding Company)

(Affix Official Seal/Stamp)

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SECTION – I
FORM – II

STRUCTURE AND ORGANISATION

Name of Applicant / Company :

Office Address :

Office Phone, Fax No.

Official Mail -ID:

Concerned persons name,
Designation, Mail id

Telephone No. :


Name and Address of Bankers :

Service Center locations

Number of technical staff to be
involved in networking installation,
and maintenance work, with their
brief Bio-data on domain
expertise. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Signature of applicant with designation and Company Seal

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SECTION – J
FORM – III

EXPERIENCE PROFILE

Name of the Firm:


List of projects completed that are similar in nature to the works executed during the last 3 (three) years, i.e. (2016 -17), (2017 -18).and (2018 – 19).

Sr. No	Customer's Name	PO No. and Date	Value in Rs.	Date of Successful Completion of the job	Completion Certificate issued by Customer

Note:

- 1) Certificate from the Customers to be attached
- 2) Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature of applicant with designation and
Company Seal

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SECTION – K

Price Bid Format (Un-Priced BOQ)

Tender Inviting Authority: WBEIDC LTD – WML Division

Name of work: ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE "

Tender No: WEBEL/WML/EOT/19-20/0001 Dated 24/2/2020

(Please refer the actual format as uploaded)

SI	Item Description	Quantity	Units	Make/Model	HSN/SAC Code	HSN/SAC %
1	ERECTION AND INSTALLATION OF GUYED MAST AT VIDYASAGAR UNIVERSITY, MIDNAPORE	01	Job			

1. Mention MAKE & MODEL No. , HSN / SAC CODE against each Item quoted in un-priced BOQ.

2. Upload signed & sealed copy of bidder's un-priced BOQ as per exact format, as uploaded in Price BOQ.

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SECTION – M
FORM - II

SELF-DECLARATION – NO BLACKLISTING
{to be filled by the bidder in bidder letter head}

To,
{Tendering Authority},
_____,

In response to the Tender/ NIT Ref. No. _____ dated _____ for -----
-----{Project Title}, as an Owner/ Partner/ Director of
_____, I/ We hereby declare that presently our Company/ firm
_____, at the time of bidding, is having unblemished record and is not declared ineligible
for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State/
Semi-Government/ or other Govt. subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/
our security may be forfeited in full and our bid, to the extent accepted, may be canceled.

Thanking you,
Name of the Bidder: -
Authorised Signatory: -

Seal of the Organization:

Date:

Place:

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SECTION – N
FORM - III

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Managing Director, WBEIDC LTD - WML Division (hereinafter called 'WML') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the WML an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WML by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WML by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WML in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the WML any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the WML under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) of WML certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FOURTEEN MONTHS (as specified in the tender no _____) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the WML that the WML shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WML against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WML or any indulgence by the WML to the said Contractor(s) or by any such matter or

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thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.


6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WML in writing.

Dated the _____ day of _____

for _____
(Indicate the name of bank)

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