



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

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. WBEIDC/WML/eEOT/19-20/0004 Dated 26/2/2020

SUB: SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE AT VIDYASAGAR UNIVERSITY MIDNAPORE.

The Dy Manager (Commercial)) on behalf of West Bengal Electronics Industry Development Corporation limited –WML Division, invites e-tender for the work detailed in table below. (Submission of Bid through **online**)

Interested bidders who are having sufficient experience & credentials on Construction of A/V Studio within West Bengal, 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
SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE AT VIDYASAGAR UNIVERSITY MIDNAPORE.	500/- + 18% GST (in the form of DD duly pledged in favour of West Bengal Electronics Industry Development Corporation limited – WML Division)	7500/- (in the form of DD duly pledged in favour of West Bengal Electronics Industry Development Corporation limited – WML Division)	05.03.2020, 12.00 Hrs	07.03.2020, 12.00 Hrs
Bid Opening Venue	West Bengal Electronics Industry Development Corporation limited – WML Division, (A Govt. of West Bengal Undertaking) P - 1 Taratala Road, Kolkata 700 088			
Tender No WBEIDC/WML/eEOT/19-20/0004 Dated 26/2/2020	SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE			

1) Tender Details:

1.1) In the event of e-filing, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary **cost of tender documents (tender fees)** may be remitted through Demand Draft issued from any Scheduled Bank in favor of “West Bengal Electronics Industry Development Corporation limited – WML Division”, payable at Kolkata and also to be documented through e-filing. **Cost of Earnest Money (EMD)** may be remitted through Demand Draft issued from any Scheduled Bank in favor of “West Bengal Electronics Industry Development Corporation limited –WML Division”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees, Earnest Money Deposit (EMD), should be submitted physically to our Accounts Department, “West Bengal Electronics Industry Development Corporation limited –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.

1.2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>.

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

1.4) 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. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The list of Technically Qualified Bidders will be displayed on <https://wbtenders.gov.in> website.

1.5) Bid covering letter must be addressed to the Deputy Manager (Purchase), West Bengal Electronics Industry Development Corporation limited – WML Division, P1 Taratala Road, Kolkata – 700 088.

1.6) For technical queries regarding the tender document, please contact Mr Joy Sen, Dy Manager through e-mail: joy.wml2018@gmail.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.

2. Background:

SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE AT VIDYASAGAR UNIVERSITY MIDNAPORE

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3. Date and Time Schedule:

Sr. No.	Particulars	Date & Time Schedule
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	26.02.2020
2	Documents download/sale start date (Online)	26.02.2020
4	Pre Bid Queries at WML Office (Off Line / email)	29.02.2020, 12.00 Hrs
5	Corrigendum, if any will be published (On Line)	29.02.2020, 15.00 Hrs
6	Bid submission start date (On line)	29.02.2020, 16.00 Hrs
7	Last Date of submission of original copies for cost of Tender Documents and Earnest Money Deposit (Off line)	05.3.2020, 12.00 Hrs
8	Bid Submission closing (On line)	05.3.2020, 12.00 Hrs
9	Bid opening date for Technical Proposals (Online)	07.3.2020, 12.00 Hrs
10	Date of uploading list for Technically Qualified Bidder (online)	07.3.2020, 15.00 Hrs
11	Date for opening of Financial Proposal (Online)	09.3.2020, 16.00 Hrs

Section A

Eligibility criteria for participation in the tender:-

1) Type of the Bidder:

The Bidder must have requisite experience in the same field over a minimum period of 3 years.

<Statutory>

2) Experience on the related job area:

The bidder should have executed one single order of "SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE", having min. order value of Rs. 5.0 Lakhs (Rupees Five Lakhs Only) in last three financial year(s) at any Govt. Department / Quasi Govt. Dept/ Board / PSU etc. or similar organizations in the last three financial years.

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

<Statutory>

3) Un-priced Bill Of Quantities

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

<Statutory>

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 25 Lacs** in each year or above. (Copy of Audited Balance Sheets / Profit & Loss Accounts duly certified is required as proof.)

<Non-Statutory>

5) Aggregate Annual Turnover:

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Aggregate Turnover for the last three financial years (FY 2016-17, FY 2017-18, and FY 2018-19) should be **Rs 1.00 Crores** or above. (Copy of Audited Balance Sheets /Profit & Loss Accounts duly certified is required as proof.)

<Non-Statutory>

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.

<Non-Statutory>

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.

<Non-Statutory>

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.

<Non-Statutory>

9) No Part bid is allowed

The bidder shall have to quote for all the item(s) mentioned in the tender document. No part bid is accepted. Otherwise the bid will be treated as cancelled.

<Non-Statutory>

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) Professional Tax (PT) deposit receipt challan for the financial year 2014 -15, 2015 -16. FY16-17.
- (f) Copy of Registration Certificate for Provident Fund along with Return submission document.
- (g) Copy of Registration Certificate for ESI along with Return submission document.
- (h) Copy of valid Trade License.
- (i) In case of partnership firm, partnership agreement has to be uploaded.

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

<Non-Statutory>

11) Office / Service Center location

Bidder must have registered office within West Bengal. This is mandatory, as the selected bidder shall have to provide warranty service support as mentioned in the tender document.

<Non-Statutory>

12) Manpower Resource deployment

Bidder shall have to provide / upload complete Bio-data (name, qualifications, number of years of experience etc.) of all Technical Manpower resources that will be deputed for the work and available for support during the warranty period.

<Statutory>

13) 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.

<Non-Statutory>

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14) 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.

<Statutory>

15) Bid Form

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

<Statutory>

16) Tender Document

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

<Statutory>

17) ISO Certification

If Bidder is an ISO Certified Company, then the relevant Certificate is to be uploaded.

<Non-Statutory>

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SECTION – B
INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

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

(1) 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://wbtender.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

(2) 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. DSC is given as a USB e-Token.

(3) Search & Document:

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

(4) Participation in more than one work:

A prospective bidder shall be allowed to participate in the tender, either in the capacity of individual or as a partner of a firm. If found that any single bidder has participated in multiple ways, then all applications of that bidder may be summarily rejected.

(5) Exemption under NSIC

Bidders who are registered with National Small Scale Industrial Corporation i.e. NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted from payment of bid security (EMD Money) 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 and documented through e filling, and hard copy of the Certificate is also to be submitted with a covering letter, otherwise the Bid will be treated as cancelled. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- only as per existing policy.

(6) Submission of Tenders:

Tenders are to be submitted through online to the website 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).

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SECTION – C

General Terms & Condition

General Terms & Conditions

The Bidder is advised to visit and inspect the sites at his own cost and shall be responsible to secure all necessary information, which may be required for completing the Tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the Bidder in connection with the preparation of his Tender shall be borne by them and WML Division will not accept any liability whatsoever in this regard.

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, WBEIDC – 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 WBEIDC – WML Division. WBEIDC – 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 WBEIDC – 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.

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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, WBEIDC – 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.

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 WBEIDC – WML DIVISION 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).

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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

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 & WBEIDC – WML DIVISION 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

The Bidder is to quote the rate online through computer in the space marked for quoting rate in the Price Bid. Only downloaded copies of the documents are to be uploaded virus scanned & Digitally Signed by the Bidder.

No deviation in any form in the Price Bid sheet is acceptable.

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

The selected party may be asked to supply / replace the said item at the same rate at different places, within this price validity period, which they are bound to accept.

WML reserves the right to increase or decrease the quantity requirement 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) Opening of Technical Proposal:

Technical proposals will be opened electronically from the website using Digital Signature Certificate (DSC). Authorized representative of the intending bidder may remain present during bid opening time, if they so desire, shall have to submit Authorization letter in the company letterhead declaring the name of person, who wants to be present during bid opening time.

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20) 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.

Summary list of technically qualified bidders will be uploaded online.

If there be any objection regarding pre qualifying the Agency that should be lodged on line to WBEIDC – WML DIVISION within 2 (two) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by WBEIDC – WML DIVISION.

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

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 WBEIDC – WML DIVISION 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.

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23) Forfeiture of Earnest Money

The EMD may be forfeited either in full or in part, at the discretion of WBEIDC – WML DIVISION, 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.
- d. The successful Bidder fails to accept Work Order or not signing the Contract Agreement in time as per prefixed terms and conditions.

The decision of WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION reserves the full right to take action as may be deemed fit.

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

WBEIDC – WML DIVISION 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.

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

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

WBEIDC – WML DIVISION 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.

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25) Work Termination for default:

WBEIDC – WML DIVISION 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 **90 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:

Midnapore

(3) Completion Schedule:

Selected bidder shall have to complete the entire scope of work **within 4 Weeks' time** from the date of issuance of PO / LOI.

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(4) Scope of Work:

S/No	Description	HSN/SAC Code	Qty	Unit
	Community Radio Studio-16'x 13'x8'			
1	Acoustic treatment on the walls Providing and fixing framework of good quality wood/ Steel GI section of size 50mm x 37.5mm at 600mm x 600mm cross section or similar. The frame shall fix to wall isolating it from the main building structure by special barrier systems. For low frequency treatment shall be comprised with 12-16mm composite commercial ply termite treated as a facing materials 50mm+ thick 78-kg/ cu-meter density thermal acoustic highly fire proof insulations with resin bonded Original Rockwool supported with GI mesh as absorbing material fixed with wooden frame. For control the reverberation time of complete bandwidth of sound for studio, providing & fixing of 50 mm thick. Resin bonded. Fiberglass wool of density 78kg/m3 with G-I mesh and thin fabric for holding the glass wool of framework or similar conforming to the following . Wall acoustics final finish by solid thick acoustic clad fabric 'Class-O'. For maintaining the mid & high frequency reverberation under controlled artifacts non-anechoic. Measure complying to RT of 750ms-1s at 250 Hz, 500 Hz, 1 KHz, 2 KHz conforming to NC 15-20 noise level with REW, Smart RT or EASE.		618	Sq.Ft
2	Acoustic treatment of the ceiling (False Ceiling) Ceiling especially acoustically treated for attenuated internal noise. Ceiling acoustical treatment reduces the vertical frequency bounce for ceiling acoustics. Ceiling treatment shall be comprised with 12mm-20mm thick with an NRC of .9 acoustics sections, fixed on GI section 2'x 2' framework. Ceiling finish by Acoustic Fabric / Acoustic Tiles or Premium FR Acoustic BO Fabric trimmed finished.		231	Sq.Ft
3	Treatment of floor Audio Studio compliant floor finished 4mm acoustic isolation membrane 1100KG/M3 will be fixed on floating floor providing a sound reduction of approx. 19dB, supports a low maintenance cleaning regime that is both environmentally friendly and cost effective.		231	Sq.Ft
4	Sound Proof Doors comprised of solid foundation grid filled with heavy insulation acoustic absorption cavity, flushed with airtight acoustic door seal and premium acoustic gasket. Auditorium acoustics door 8' x 4' or customized as per site with door frame with customized dimensions, door made of solid wooden frame with fill of high density acoustic wool cavity, neoprene, finished by mica/veneer, door edges covered by MS strip nickel electroplated and magnetic gasket for better sound isolation. Fittings are to be Included. It should have an STC of 35-40		64	Sq.Ft
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5	Observation Window:1 with multi layered premium clear glass (AIS, SG, GPIL like, acoustically treated) and STC of 35, consisting of sealed cavity, acoustic seal, vibration treated frame and moisture controlled cavity with high performance isolation index.		48	Sq.Ft
6	Observation Window:2 with multi layered premium clear glass (AIS or like, acoustically treated) and STC of 35, consisting of sealed cavity, acoustic seal, vibration treated frame and moisture controlled cavity with high performance isolation index.		48	Sq.Ft
7	Lumenaries: Studio COB aesthetics lights		15	Pieces
8	Concealed wiring for studio flame and fire proof		1	Lot
9	Studio Furniture : Customized modular Talk Show Desk with metal/wood frame acoustically damped, 25mm molded Acoustic Marine MDF top with precut slots for mounting accessories like Mic, Headphone Preamp mounting for equipment, VGA stands, CPU Holders, cable managers,: Approx. Size 5 x 3 Ft		1	Lot
10	Control Room Furniture : Customized modular Prod Control Desk with metal frame, 25mm molded Acoustic Marine MDF top with precut slots for mounting control panels etc, Mixer Control,Transmitter 19" rack mounts for RF accessories like Desktop mounting for equipment, VGA stands, CPU Holders, cable managers,: Approx. Size 5 x 3 Ft		1	Lot
11	Studio Mesh Chairs : BASE: PC base With nylon castor.Gaslift:120mm gaslift. Upholstery: fabric seat with mesh back.Mechanism: single Locking Push Back,PP arm rest		6	Pieces

(6) 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.

(7) Security Deposit

Successful bidder will have to submit a Performance Bank Guarantee (PBG) in favour of WBEIDC – 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 WBEIDC –

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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

(8) Payment Authority

Payment Sanctioning Authority: D.G.M (Dev), West Bengal Electronics Industry Development Corporation limited – WML Division.

(9) Payment Terms

Invoice, PBG, Job completion certificate and other commercial document is to be submitted at the office of West Bengal Electronics Industry Development Corporation limited – 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.

(10) 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, WBEIDC – 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 WBEIDC – WML DIVISION will be recovered from the earnest money deposited / PBG / Invoice submitted by the vendor (as applicable).

(11) Reporting:

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

(12) 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.

(13) 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 - E

Tender Participation

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

Statutory Cover containing the following documents:

1> Prequalification doc:

- Pre-qualification Application (Bid Form) details in Section-B, Form – I.
- Structure & Organization details as per Section-B, Form – II.
- Experience Profile as per Section-B, Form – III.
- Purchase order copies and work completion report from customers in the relevant area.
- Demand Draft towards cost of tender documents issued from any Scheduled Bank in favor of “West Bengal Electronics Industry Development Corporation limited – WML Division”, payable at Kolkata.
- Demand Draft towards Earnest Money (EMD) from any Scheduled Bank in favor of “West Bengal Electronics Industry Development Corporation limited – WML Division”, payable at Kolkata.

2> Technical Doc:

- Point – to – point compliance on specification is to be submitted, in case of any deviation in spec., same is to be highlighted in your compliance statement.
- Un-priced B.O.Q. (complete with manufacturer’s name for the quoted item, corresponding HSN / SAC Code, and GST rate) is to be submitted / uploaded in company letterhead strictly in our format.

3> TENDER DOCUMENT

- Upload the Tender Document Digitally Signed (Do not fill the details)

Non-statutory Cover containing the following documents:

- GST Registration Certificate of the Company
- PAN Card, GST Registration & return submission document.
- Trade License.
- If Bidder is an ISO Certified Company, then the relevant Certificate is to be uploaded.
- Audited Balance Sheet & Profit & Loss A/c. for the three years 2015 – 16, 16 - 17, and 2017 – 18.
- Professional Tax (PT) deposit receipt challan for the financial year 2015 -16, 2016 -17 & 2017 -18, IT Return for the year 2016 – 17, 2017 - 18, and year 2018 – 19.

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- Registration Certificate under Company Act, Certificate of Incorporation.
- Registered Deed of partnership Firm, Article of Association & Memorandum.
- Registration Certificate for Provident Fund along with Return submission document.
- Registration Certificate for ESI along with Return submission document.
- Power of Attorney.
- Self Declaration on non-BAN Certificate, Office / Service centre locations, and other details as per Tender terms.
- N.B.: Failure of submission of any of the above mentioned documents (as stated) will render the bidder(s) liable to be rejected.

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SECTION – F
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)

West Bengal Electronics Industry Development Corporation limited – 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 "SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE" as per the Tender No. **Tender no: WBEIDC/WML/eEOT/19-20/0004 dated 26.2.2020.**

We agree to abide by this bid for a period of **90 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 WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION 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 – G
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 :

Number of technical staff to be
involved in Fire Protection
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 – H
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 – I**Price Bid Format (Un-Priced BOQ)**

Tender Inviting Authority: West Bengal Electronics Industry Development Corporation limited – WML Division

Name of work: “SUPPLY AND ERECTION OF STUDIO ACOUSTICS INCLUDING LIGHTING & STUDIO AND CONTROL ROOM FURNITURE”

Contract No: **WBEIDC/WML/eEOT/19-20/0004 dated 26.2.2020**

(Please refer the actual format as uploaded)

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SECTION – J**FORM - IV****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 – K
FORM - V

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Chairman, WBEIDC – WML DIVISION (hereinafter called 'WBEIDC') 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 WBEIDC – WML DIVISION an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION 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 contractor(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 WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) of WBEIDC – WML DIVISION 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 FORTEEN 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 WBEIDC – WML DIVISION that the WBEIDC – WML DIVISION 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 WBEIDC – WML DIVISION 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

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the said Contractor(s) or for any forbearance, act or omission on the part of the WBEIDC – WML DIVISION or any indulgence by the WBEIDC – WML DIVISION to the said Contractor(s) or by any such matter or 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).

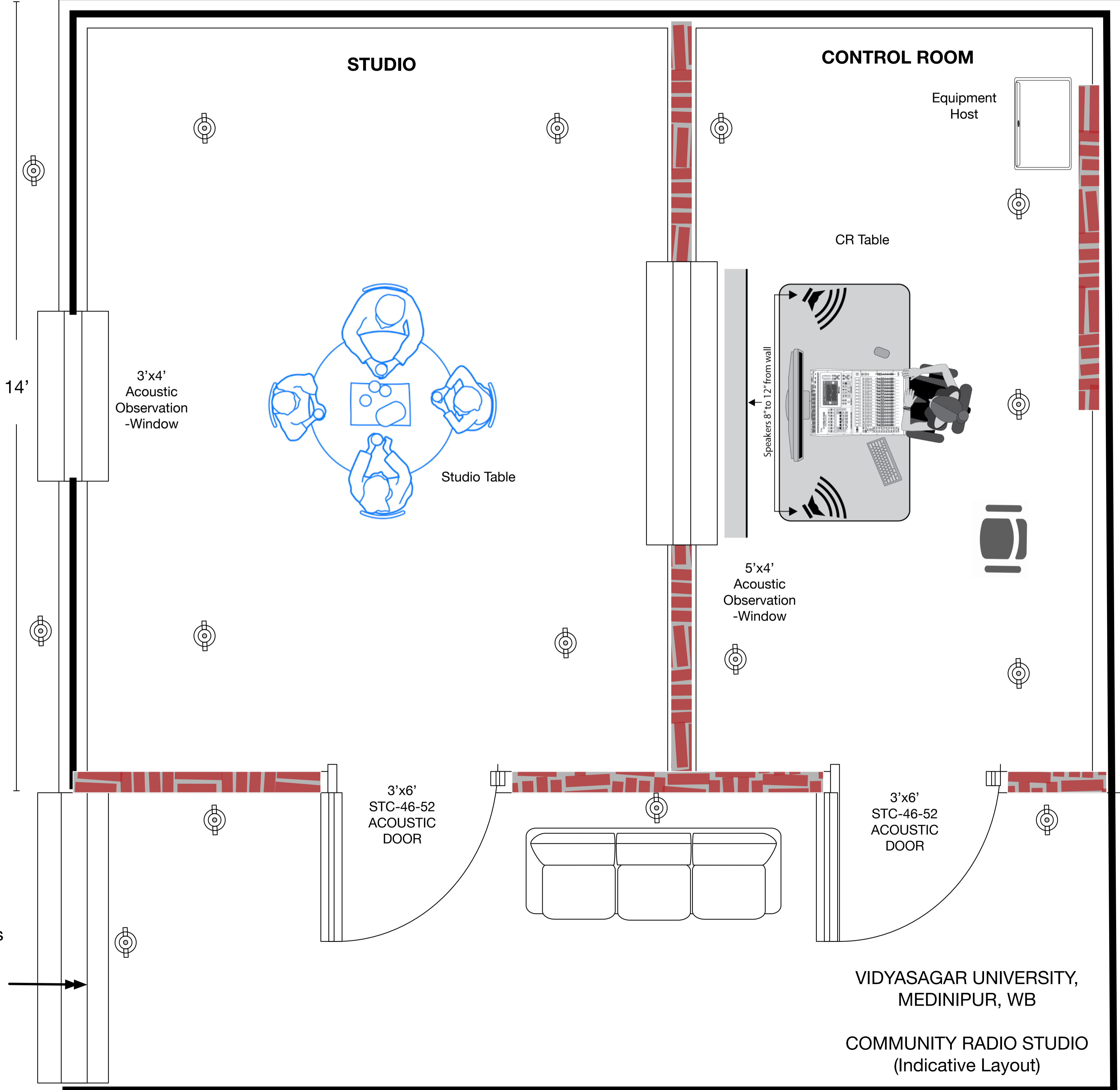
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBEIDC – WML DIVISION in writing.

Dated the _____ day of _____

for _____
(Indicate the name of bank)

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19'



STUDIO

CONTROL ROOM

Equipment Host

CR Table

3'x4' Acoustic Observation -Window

Studio Table

5'x4' Acoustic Observation -Window

3'x6' STC-46-52 ACOUSTIC DOOR

3'x6' STC-46-52 ACOUSTIC DOOR

Speakers 8" to 12" from wall

14'

22'

Existing Stairs Entry

VIDYASAGAR UNIVERSITY, MEDINIPUR, WB

COMMUNITY RADIO STUDIO (Indicative Layout)