

West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)



**E-tender for execution of AMC of
9(nine) nos. Kyocera make photocopier
machines at Vidyut Bhawan**

Notice No.- WBSEDCL/CSC/Photocopier/AMC /536
Dated-10.08.2021

COMMON SERVICE CELL
WBSEDCL

Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)

Common Services Cell
8th.Floor'B'Block
Vidyut Bhavan

Telephone No. 033-2334-5828
Tele Fax No. 033-2359-1924
Extension No.03323197810/239
Email Id- csbwbsedcl@gmail.com

NIT no.- WBSEDCL/CSC/Photocopier/AMC/536

Dated: 10.08.2021

West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL, a Govt. of West Bengal Enterprise is responsible to distribute uninterrupted and quality Power within the State of West Bengal within the jurisdiction WBSEDCL with a consumer base of approx 2.5 Cr.

WBSEDCL invites tenders through e-tendering process from the bonafide, experienced & resourceful agencies including Companies, having Corporate office / firms and/ or Sole Proprietorship, having principal place of business in Kolkata/ Hooghly/North 24 Parganas/ South 24 Parganas/Howrah, West Bengal with sound financial capability for entering in to Maintenance Contract of 9(nine) nos. Photocopier Machines installed at different offices of WBSEDCL at Vidyut Bhavan for a period of 2(two) years.

Estimated cost of Work:- 1.25 lakhs (approx)

Detailed terms & conditions, including detailed scope of work, may be had from the above office and also in the websites <https://wbtenders.gov.in> and www.wbsedcl.in

Name of the Work :	Repairing and Maintenance of 9(nine) nos. Photocopier Machines installed at different offices of WBSEDCL at Vidyut Bhavan for a period of 2(two) years.
Estimated project Cost :	Rs 1.25 lakhs
Amount of Bid Guarantee to be deposited :	Rs. 3125/- to be paid online (NEFT/RTGS)
Publishing date and time :	18.08.2021 at 12.00 Hrs
Document Download Start Date and Time :	18.08.2021 at 12.00 Hrs
Seek Clarification Start date and time:	18.08.2021 12.00hrs
Inspection date and Time	19.08.2021 and 23.08.2021 11.00hrs to 16.00 hrs
Seek Clarification End date and time:	24.08.2021 14.00hrs
Pre-Bid meeting	25.08.2021 at 11.30 Hrs at Common Service Cell, WBSEDCL
Bid Submission Start date and Time :	31.08.2021 at 11.00 Hrs
Bid Submission End date and time	06.09.2021 at 15.00 Hrs
Date of opening of Techno- Commercial Bid and Time and place :	08.09.2021 at 15.00 Hrs

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Common Service Cell, WBSEDCL

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CIN- U40109WB2007SGC113473 Website- www.wbsedcl.in

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Date and opening of Financial Bid :	Will be intimated later on to the Technically – Commercially Qualified bidders
Website for downloading Bid documents, corrigendum and addendum :	www.wbsedcl.in and https://wbtennders.gov.in
Validity of Bid :	180 (One hundred eighty) days from the date of opening of Techno Commercial Bid.

(U. Sarkar)
Additional General Manager (HR&A)
Common Service Cell,
WBSEDCL

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SECTION: 1 Scope of Work (SW)

SW.1 GENERAL DESCRIPTION:-

West Bengal State Electricity Distribution Co Ltd. hereinafter to be referred to as WBSEDCL invites offers from competent agencies for entering into the work of "Repairing and Maintenance of 9nos. Photocopier Machines installed at different offices of WBSEDCL".

SW.2 DETAILED SCOPE OF WORK:
Particulars of the Article

SL.	Model	Dept.	Page Consumption
1	TA-180	CMO	641
2	TA-180	SSC	1478
3	TA-180	CENTRAL COMML	1290
4	TA-180	CENTRAL COMML	1265
5	TA-180	CORP COMM	2510
6	TA-180	GM FA	123
7	TA-180	LEGAL (diversion from IA Cell)	3223
8	TA-180	RESIDENT AUDIT OFFICE	480
9	FS6025 MFP	CS	57
		Total Page Count	11067

SW.3 SCOPE OF CONTRACT:

- L. Scope of work :
- The service provider has to provide Full Service Support against Calls related to defect with the said photocopier machines by providing spare parts, if necessary,

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- with consumables.
- b. All the calls related to defect with the Photocopier machine will normally be lodged over Telephone /FAX/email and unique Call No against each call has to be provided.
 - c. Service Engineer shall have to attend each call within 24 (twenty four) hours from the time of lodging complaint.
 - d. Full support service shall have to be provided during working hours of WBSEDCL on all working days.
 - e. Maximum up time will be 6 (six) hours from the time of attending of each call.
 - f. A Service Report (in triplicate) mentioning date and time of call registration, call attend & date and time of rectification of the defect has to be prepared by the service provider. These will be signed by the authorized representative of the user end. One copy of the Call report shall be provided to user end as record and one copy to the office of the undersigned.
 - g. At least one mandatory inspection per machine per month is to be ensured except of normal service calls from the user end.
7. Spare parts & Consumables: It will be the responsibility of the service provider to make necessary arrangement for providing all original spare parts, Consumables under brand of Kyocera, OEM, if required, for making good the defect of the photocopier machine from the Principal Manufacturer during the validity period of the order.
8. Call register and Completion:
- i. All the maintenance calls will be registered over telephone mentioning Serial No. of the photocopier machine and the service provider has to acknowledge each call with a unique Call no. and that will be used for reference in case of requirement.
 - ii. Any change in communication address or telephone number should be informed within 2(two) working days to the undersigned and to the user end. The service provider would be responsible if delay in such information causes violation in service assurance.

SW.4 GUARANTEE/ WARRENTY:

The warranty/guarantee on spare parts and consumables will be as per OEM .

SW.5 MAINTENANCE:

The contractor shall maintain the Photocopier Machines in a first class and safe manner

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during defect liability period and any AMC period. Such maintenance shall be Comprehensive annual maintenance contract for the Photocopier machines.

SW.6 COMPLETION TIME:

As mentioned in Scope of Contract.

SW.7 Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However the controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work.

SECTION - 2 : INSTRUCTION TO THE BIDDER (ITB)

ITB.1 The Company shall mean the West Bengal State Electricity Distribution Company Limited, a Government Company incorporated under Companies Act 1956, having its Registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091

ITB.2 Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

ITB.2.1 Profile of the Agency

- i) Trade License
- ii) PAN Card
- iii) GST Registration Certificate. Documents in favor of updated GST payment or live GST have to be deposited by the vendors.
- iv) Professional tax registration certificate and current enrollment challan (if applicable)
- v) Documents related to Office within Kolkata/ Hooghly/North 24 Parganas/ South 24 Parganas/Howrah, West Bengal / firms and/ or Sole Proprietorship, having principal place of business in West Bengal in the form of above documents.

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vi) Copy of I.T. Return for the last three financial years 2017-18, 2018-19 & 2019-20.

vii) Average Annual Turnover of more than 3 (Three) lakhs for last 3 Financial Year i.e. 2017-18, 2018-19 & 2019-20. Audit Report for Companies Registered under Companies Act and for any other organization, other than companies, Annual Accounts along with Profit & loss A/c to be submitted duly certified by any Chartered Accountant has to be submitted.

viii) The Agencies should have not been Blacklisted/Holiday listed from any Govt. organization across India and should not have any premature termination of contract in WBSEDCL due to unsatisfactory performance or contractual violation in last three calendar years. An affidavit on Non-Judicial Stamp Paper in this regard shall be provided by the authorized signatory of the Agency. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the EMD/ Security Deposit.

ITB 2.2 Quality Measures for OEM

The bidder must submit valid certificate related to Authorized Service Provider / Channel Partner / Dealer of Kyocera, if the bidder is not OEM.

ITB 2.3 Credential of the Agency

Documents in support of credential: Experience of having successfully completed similar works i.e. AMC of Photocopier Machines in any central Govt. /State Govt. /PSU or any Large Pvt. Sector Unit during Calendar Year 2018 to last date of submission of bid should be following:

Copy of a Work Order and job completion.

ITB 2.4 Other requirements related to this Tendering Process

- i) Inspection of the Photocopier machines is mandatory.
- ii) Detailed Inspection Reports along with list detailed description of work and spares to be replaced / repaired before execution of AMC, if any.

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- iii) Filled up Annexure-I, II, III, IV, V, VI, VII & VIII and Acknowledgement of the Terms and conditions of the NIT by signing on every page of the NIT and Corrigendum/ Modifications (if issued).
- iv) Filled up Vendor Mandate Form of WBSEDCL as enclosed herewith
(Originals may have to be produced for verification, if required)

ITB.2.5. The Earnest Money Deposit (EMD) of Rs. 3125.00 (Rupees Three thousand one hundred twenty five only) should be deposited through online mode i.e. Net-banking/RTGS/NEFT through e-tendering website. Earnest Money deposited in any other form will not be accepted. **Details of online transaction should be mentioned properly in the prescribed format in Application form.** At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application declared as disqualified, the EMD will be refunded to the participant through online mode through e-tendering website automatically through an automated process by NIC portal on receipt of updated status of any bid (in case of EMD submitted online) or by WBSEDCL in due course (in case of submitted in form of Bank Guarantee).

**** If the offer is submitted without or inadequate Earnest Money or improper representation, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit may be forfeited.**

ITB.3 Responsibility of Bidders:

ITB.3.1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

ITB.3.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever,

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including those for financial adjustments to the contract, once awarded under these documents will not be entertained. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by, which are based on the lack of such clear information of its effect.

ITB.3.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding Documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

ITB.3.4 Formation of Cartel & other penal measure: - Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes will automatically disqualify the parties. Penal measures as deemed fit would be imposed on such tenderer. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.

ITB.3.5 The bid shall include all the information as per bid document.

ITB.3.6 The bidder shall have to bear all the costs associated with the preparation and submission of bid and the WBSEDCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB.3.7 Correctness and sufficiency of rates quoted in the tender: The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion

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and maintenance of the work.

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ITB.4 General Guideline for e-Tendering:

Instruction/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering:

ITB.4.1 Intending Bidders desires of participating in the tender are to log on to the website <http://wbtenders.gov.in> for the tender can be searched by typing in the search box of the website & will have to be enrolled & registered with the e-Procurement system.

ITB.4.2 Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. n Code Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

ITB.4.3 Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

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ITB.5 Key Dates:

Schedule of Dates for e-Tendering:

	Activity	Date & Time
1	Publishing Date	18.08.2021 12.00hrs
2	Document Download start date	18.08.2021 12.00hrs
3	Seek Clarification Start date and time:	18.08.2021 12.00hrs
4	Inspection date and time:	19.08.2021 and 23.08.2021 11.00hrs to 16.00hrs
5	Seek Clarification End date and time:	24.08.2021 14.00hrs
6	Date of Pre-bid Discussion in Presence of bidder's representative	25.08.2021 at 11.30 Hrs at Common Service Cell, WBSSEDCL
7	Bid submission start date	31.08.2021 at 11.00 Hrs
8	Bid submission end date	06.09.2021 at 15.00 Hrs
9	Technical Bid opening date	08.09.2021 at 15.00 Hrs
10	Financial Bid opening date	The date & time will be intimated after evaluation of Technical Proposal

N.B : If any "Strike" or "Holiday" or "LOCKDOWN", falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

ITB.6 Inspection of Photocopier Machines:

Inspection of Photocopier Machines should be made as per schedule indicated in "Key Dates Clause" and should obtain all necessary information that may be necessary for preparing the bid. Inspection of machines is mandatory and inspection report is to be submitted accordingly, excluding cost.

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ITB.7 Clarification of Bidding Documents/ Seek Clarification:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Additional General Manager (HR&A), Common Service Cell in written/ online as per schedule indicated in the "Key Dates Clause". Such query received from vendors prior to pre bid discussion shall only be discussed in the pre bid discussion. If any changes are decided in pre-bid meeting the same will be uploaded in the websites www.wbsedcl.in and <http://wbtenders.gov.in> and no other communication shall be made afterwards on the issues discussed in the pre bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

ITB.8 Pre Bid Discussion:

ITB.8.1 Pre bid discussion will be held at as per schedule indicated in "Key Dates Clause" above to clarify the queries, if any, from the vendors in respect of tender. Vendors may participate (maximum two persons from each vendor) in the said meeting for any such clarification. In case of any doubts/clarification on Technical specifications, terms & conditions of the tender the bidder can consult in pre-bid discussion before submitting the bid. Tit-bit change in specification, terms and conditions may be carried out in Pre-bid discussion. (Participants should produce proper authorization letter in the letter head of the organization.)

ITB.8.2 Non-attendance at the pre- bid discussion will not be a cause for disqualification of the bidder.

ITB.9 Amendment / Addenda of Bidding Documents:

At any time, prior to the deadline of submission of Bid, WBSSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments/ Corrigendum and

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the same will be uploaded in the website (<http://wbtenders.gov.in>) and www.wbsedcl.in only in due time i.e. not later than 5 (five) days prior to the deadline for submission of bids. Such addenda/corrigenda shall be binding on the bidders and shall have to be submitted as integral part of the bid. In order to afford prospective bidders reasonable time to take the addenda/corrigenda into account while preparing their bids, WBSSEDCL may, at its discretion, extend the deadline for bid submission. WBSSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

ITB.10 No Deviation Tender: - This is a no-deviation tender and no deviation proposal from the bidders shall be allowed. Bids shall be submitted strictly on the basis of the specification and terms & conditions of the instant bid document. Conditional/incomplete tenders shall be summarily rejected.

ITB.11 Language of the Bid:

The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and, shall be written in British English Language only.

ITB.12 Period of validity of Bid:

The bid shall remain valid for acceptance up to 180 (One hundred eighty) days from the date of opening of Techno-Commercial bid of the tender. Venders may be requested to extend Validity of their bid beyond 180 (One hundred eighty) days if required so, without any change in their offer. A bidder may refuse such request without forfeiting his bid security. Bidders agreeing to such request will neither be required nor be permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of the relevant clause regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

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ITB.13 Acceptance of tender:

- Bidders shall ensure that all the pre-requisites as mentioned in the Tender notice are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel that bid unilaterally without assigning any reason. Bidders may be intimated accordingly.
- Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection. Decision of WBSEDCL will be final and absolute/binding in this respect.
- Conditional / incomplete tender will not be accepted under any circumstances.
- Tender submitted after expiry of scheduled date and time shall not be considered.
- The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
- Any extraneous conditions will be treated as non-responsive.
- The Bids must be submitted in prescribed proforma only.
- The bidder should examine carefully all instructions, schedules terms & conditions, annexure, scope of work of the bidding document before submission of Bid.
- Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

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Email Id- csbwbsedcl@gmail.com

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ITB.14 Earnest Money Deposit:

ITB.14.1 All bids must be accompanied with “**Earnest Money Deposit**”. The bid shall be considered non responsive if the Bid Guarantee is not submitted along with the bid.

ITB.14.2 Earnest Money Deposit should be deposited through online mode i.e. Net-banking/RTGS/NEFT through e-tendering website. Earnest Money deposited in any other form will not be accepted. **Details of online transaction should be mentioned properly in the prescribed format in Application form.** At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application declared as disqualified, the EMD will be refunded to the participant through online mode through e-tendering website automatically through an automated process by NIC portal on receipt of updated status of any bid.

ITB.14.3 Please note that without submission of Earnest Money or inadequate submission of Earnest Money or Earnest Money deposited through other than online mode results in non-opening of Technical Bid.

ITB.14.4 At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application declared as disqualified, the EMD will be refunded to the participant through online mode through e-tendering website automatically through an automated process by NIC portal on receipt of updated status of any bid.

ITB.14.5 The EMD of the unsuccessful Bidder/ Bidders will be returned automatically through e-tender portal.

ITB.14.6 The “EMD”, of the successful Bidder/ Bidders, will be returned after acceptance of Performance Guarantee submitted by the successful bidder as per **Performance Guarantee Clause** of bid document.

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ITB.14.7 No Exemption is allowed on EMD.

ITB.14.8 No interest shall be payable on above Bid Guarantee.

ITB.14.9 **EMD/ Bid Guarantee shall be forfeited, if**

- a) The Bidder modifies/withdraws the Bid after Bid opening and during the period of Bid Validity or any extension thereon and/or,
- b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
- c) The bidder has been found guilty of Formation of Cartel.
- d) The successful bidder fails within the specified time limit to Sign the Contract Agreement and/or,
- e) The successful bidder fails within the specified time limit to submit the Contract performance/Performance security.
- f) The successful bidder fails to submit unconditional Acceptance of LOA within the specified time limit.

ITB.15. Mandatory Condition:

The bidder shall provide documentary evidence satisfactory & acceptable to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in the NIT.

ITB.16. Submission of Bid: Bids shall be submitted as under

ITB.16.1 Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other

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documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in **two folders - one is Technical Proposal and the other is Financial Proposal**. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

ITB.16.2 The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid.

ITB.16.3 The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

ITB.16.4 Technical Proposal:

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in following covers (folders).

i) Profile of the Agency: As per ITB.2.1

ii) Credential of the Agency: As per ITB 2.3

iii) Other requirements & Annexure: As per ITB 2.4

ITB.16.5 Financial Proposal :

The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder. The BOQ format is

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attached as pro-forma at **Annexure-V** for reference.

ITB.16.6 Bill of Quantities (BOQ) :

The bidder is to quote the Price online through computer in the space marked for quoting Price in the BOQ, following the guidelines as mentioned in 17.1 & 17.2

ITB.16.7 Manual bids shall not be accepted.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

ITB.16.8 Multiple Bids:

Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

ITB.17 Price:

ITB.17.1 Categorically mainly two types of rates to be quoted in the BOQ-

a) Cost for up keeping of the machines before execution of AMC: BOQ Sl. No.1 (1.01 to 1.09):

This is not the mandatory field to be quoted. After inspection of the machines if the bidders feel that before execution of the AMC, if any or all the machines are required to be repaired with replacement of spare parts to make ready the machines for execution of AMC, then such cost, if any, may

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be mentioned in the BOQ.

If not quoted for this field the bid will not be cancelled and will be considered that there will be no cost required to be paid to the bidders for this category.

b) Cost of AMC: BOQ Sl. No.2 or 3:

This is the mandatory field to be quoted, thus it is mandatory to quote for each and every items (2.01 – 2.09 or 3.01 – 3.09) under any one of the following category (i or ii). Non-quotation of rate for any items under this category will make the bid non-responsive. Without quotation of rates in this field will consider the bid as non-responsive and will automatically disqualify the bidder(s). The cost of AMC should be quoted in any of the either format-

i) Cost of AMC on Consumption Basis: BOQ Sl. No.2 (2.01 to 2.09)

1. In this category rate per page to be quoted by the bidder, which will be multiplied with the average consumption of pages as mentioned in **SW** and **BOQ** to calculate the cost of AMC.
2. If minimum monthly billing is mandatory to the bidder this rate to be quoted separately in the '**Minimum Monthly Rate**' column of BOQ.

ii) Cost of AMC on Consolidated Payment Basis: BOQ Sl. No.3 (3.01 to 3.09):

If the bidders want to quote rates for overall fixed charge basis then rates may be quoted under this category.

Bidders are requested to quote rates for any one of the above categories i.e. either (i)

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or (ii) [sl. no. 2 or 3 as per BOQ]

ITB.17.2 The Basic Rate should be quoted as cost of each unit, including all the levies / duties / cess / freight & all other incidentals payable as per statute, only excluding GST. Only Applicable GST, if any, should be mentioned (in percentage form) separately in the GST column of BOQ. If these details are not indicated, it will be assumed that the rate is inclusive of all the taxes and duties. Lowest rate will be evaluated on the basis of total evaluated rate i.e. Basic Rate plus applicable GST. No escalation of rate, if any, may be considered except in the event of any new taxes / levies making into force due to Govt. legislation / notification or by any of the Statutory body, the same will become applicable to the concerned party from the effective date, subject to approval of the competent authority of WBSEDCL. No advance payment will be made under any circumstances.

ITB.17.3 L1 bidder will be evaluated as per total rate. It is mandatory to quote for the items as instructed above. Non-quotation as per instruction would make the bid non-responsive.

ITB.17.4 The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute.

ITB.17.5 The bidder's quoted rate shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to WBSEDCL by the contractor. The quoted rate shall be deemed to include and cover the cost of all equipment, temporary work materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the

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contractor for execution of the work or any portion thereof.

ITB.17.6 No exemption or reduction of customs duties, excise duties, sales tax, tax on works contract, cess or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body) (except sanction fees levied by Municipal authority/WBF&ES/ Power Utility for issue of sanction in the name of WBSSEDCL, which are to be borne by WBSSEDCL) will be granted or obtained. All such expenses shall be deemed to be included in and covered in the contractor's quoted rate. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

ITB.17.7 **ABNORMAL RATES:** The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates are convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

ITB.17.8 **SUBMISSION OF DISCOUNT LETTER:** Any separately submitted discount letter on the financial price shall not be considered by WBSSEDCL and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

ITB.18 **Taxes, Duties and other levies:**

ITB.18.1 The bidder shall be solely responsible for the taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The Company shall not take any responsibility

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whatsoever regarding taxes under Income Tax Act, for the contractor or his personnel.

ITB.18.2 Quoted rate shall be inclusive of all the taxes & duties shall be payable by over & above the contracted rate on submission of documentary evidence, as per applicable rules & procedure. Only GST to be paid as extra.

ITB.19 Submission of original copies of documents:

If required, hard copy of documents to be submitted at this office.

ITB.19.1 Mode of Payment: Mode of Payment: EMD to be paid online as mentioned in previous clauses. Payment in any other form will not be accepted.

ITB.19.2 Place of submission: The original copies of documents, if required, shall be submitted in the following office:

Office of the Additional General Manager(HR&A)
Common Service Cell,
West Bengal State Electricity Distribution Company Limited,
8th Floor, B-Block of Vidyut Bhavan,
Block-DJ, Sector-II, Bidhannagar, Kolkata – 700091.

ITB.19.3 Time of submission:

Bids shall be submitted online within the stipulated deadline as mentioned in the NIT. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended

ITB.20 No price preference and exemption of EMD will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be

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considered with separate status.

ITB.21 Bid Withdrawal/Modification:

The bidder may modify or withdraw his bid after submission only within the deadline of bid submission allowed in e-tender portal. Modification/withdrawal of bid by any bidder after expiry of deadline of bid submission shall result into forfeiture of their earnest money.

ITB.22 Late Submission of Bid:

Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

ITB.23 Opening and evaluation of tender:

ITB.23.1. Opening of technical proposal:

Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

ITB.23.1.1 Technical proposals for those tenderers whose EMD has been received in the requisite format will only be evaluated. Proposals corresponding to which above has not been received, will not be opened and will stand rejected.

ITB.23.1.2 All bids found to be responsive as regards Clause **ITB.14** will be examined in respect of "Mandatory Condition" & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the "Mandatory Condition" and qualifying requirements will not be considered for technical evaluation.

ITB.23.1.3 The Technical evaluation of tender will be done based on uploaded

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relevant documents as per the list specified in the NIT. If the information furnished by the bidder in objective manner is not confirmed by the uploaded documents then the bidder may be out rightly rejected for price bid opening.

ITB.23.1.4 Techno-Commercial Evaluation: Only those techno commercial bids, qualifying the requirements of previous clause **ITB.23.1.2 & ITB.23.1.3** will be opened. Decrypted (transformed into readable formats) documents in the folder will be downloaded for the purpose of evaluation. These bids will be examined and assessed for the techno-commercial, performance and management capability of the bidder.

ITB.23.1.5 The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.

ITB.23.1.6 The bidder may be required to be asked for clarification of the products and services offered. Participants should produce proper authorization letter in the letter head of the organization

ITB.23.1.7 The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the e-tender portal. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers only.

ITB.23.2. Opening of financial proposal (Price Bids).

ITB.23.2.1 Financial bids for those tenderers whose technical bids as mentioned at ITB.23.1 have been found responsive will only be evaluated. Financial proposals corresponding to the Technical proposals which have been found non-responsive will not be opened and will stand rejected.

ITB.23.2.1 Financial proposals submitted by the tenderers in the prescribed **BOQ** and declared techno-commercially eligible, will be opened electronically by the

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Tender Inviting Authority from the e-tender portal stated above on the prescribed date.

ITB.23.2.2 No deviation in any form in the price-bid sheet is acceptable.

ITB.23.2.3 The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.

ITB.23.2.4 After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the tenderers to submit analysis of their quoted rate.

ITB.23.2.5 For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

ITB.23.3. Evaluation and Comparison of Bids (Price bids)

L1 bidder will be evaluated as per total rate. The following guidelines is to be followed while quoting of rates:

1. All vendors must quote for every item in Sl no.2 or Sl no.3 of BOQ non quotation will lead to disqualification.
2. If found necessary, rates may be quoted for any or all items as mentioned in under Sl no.1 of BOQ.
3. If rates are quoted for both Sl no. 2 and Sl no.3, lowest evaluated rate will be considered.
4. Total rate: BOQ Sl no 1(if available) + BOQ Sl no. 2 or 3

ITB.23.4 During evaluation of the bids, WBSEDCL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall

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be in writing and no change in price or substance of the bid shall be sought, offered or permitted

ITB.24. CORRECTION OF ARITHMETIC ERRORS:

ITB.24.1 Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis: -

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point (i) and (ii) above.

ITB.25 Issue of Letter of Award (LOA):

WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid i.e. L1 bidder, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

ITB.26 At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and will be out rightly rejected.

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Action will be taken as per stipulation of IT Rules in force.

ITB.27 Right to reject Bids:

W B S E D C L reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for such action.

ITB.28 Settlement of Disputes:

In case of any dispute arising out of the tendering procedure/ contract, the same shall normally be settled through meeting between and the contracting agency at the appropriate level. Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties. Any dispute beyond the purview of amicable settlement shall be referred to jurisdictional area of Hon'ble High Court Calcutta only

ITB.29 Communication:

The successful vendor, for communicating with, for this job may use the following modes:

FAX- (033) 2359-1924. Telephone – (033) 2334-5828, 23197810,
e-mail : csbwbsedcl@gmail.com

ITB.30 Reserve the Rights:

To take care of unexpected circumstances, WBSEDCL shall reserve the rights for the following:

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- ITB.30.1** Extend the closing date for submission of the bid proposals.
- ITB.30.2** Amend the bidding requirements at any time prior to the closing date, with the amendment being notified in the e-tender portal.
- ITB.30.3** Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- ITB.30.4** WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.
- ITB.30.5** WBSEDCL reserves the right to go to divisible contract/order, if necessary
- ITB.30.6** Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- ITB.30.7** Seek the advice of external consultants to assist WBSEDCL in the evaluation or review of proposals
- ITB.30.8** Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- ITB.30.9** There shall be no negotiations in general. Even in exceptional circumstances, negotiations may be carried out only with the lowest evaluated responsive bidder on mutual agreement basis between both the parties.
- ITB.30.10** WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

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(A Govt. of West Bengal Enterprise)

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NIT no.- WBSEDCL/CSC/Photocopier/AMC/536

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ITB.31 SIGNATURE OF BIDDER:

ITB.31.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature. Bids must be signed by the authorized representative of the organization.

ITB.31.2 The Bidder's name stated on the proposal shall be exact legal name of the firm.

ITB.31.3 Change of Nomenclature or Corporate structures of the Successful vendor is to be communicated with proper documents to the Ordering authority/ Controlling Officer well in advance for continuance of the contract.

ITB.32 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

ITB.33 Corrupt and Fraudulent Practices:

It is the WBSEDCL's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the WBSEDCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means misrepresentation of facts in order

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to influence a selection process or the execution of a contract to the detriment of the WBSEDCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the WBSEDCL of the benefits of free and open competition.

- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a WBSEDCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a WBSEDCL contract; and
- (e) will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- (f) will cancel the contract if at any stage it comes to know that the firm has any relation with any of the employees of the WBSEDCL.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the WBSEDCL

Bidders shall furnish information as described in the Bid document on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Bidders shall be aware of the provisions on fraud and corruption stated in the Contract

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under the clauses indicated in the bid document

- ITB.34** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection

SECTION: 3 General Conditions of Contracts [GCC]

GCC.1 Time Schedule:

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued. The entire activity as per scope of work shall be completed by the contractor within stipulated time as mentioned in the LOA.

GCC.2 Total Contract Period:

The period of contract will be of 2(two) years. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have completed on expiry of the defect liability period, subject to successful completion/ rectification of all defects as notified within defect liability period.

GCC.3 Acceptance of LOA:

The successful bidder shall submit written unconditional acceptance of LOA within 10 (ten) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

GCC.4 Sub-letting of Contract:

The Contractor shall not assign or sub-let the contract or any part thereof.

GCC.5 Performance Bond/Security Deposit:

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Upon placement of order, a Contract Performance Guarantee has to be furnished by the successful bidder in the form of Demand Draft from any Schedule Indian Bank amounting to 3% of the total contract price for faithful and due fulfillment of all obligation under the contract. This will be sustained with WBSEDCL till the defect liability period of the contract is covered subject to adjustment of damages/loss, if any. For any failure towards satisfactory performance on the part of the vendor, the Security Deposit will be liable to encashment and forfeiture.

- i) Performance Guarantee furnished in any other form will not be accepted.
- ii) Performance Guarantee will not carry any interest
- iii) The above Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the order.
- iv) If the volume of work needs to be increased, the value of the Performance Security will be increased proportionately.
- v) The Security Deposit shall provide for payment of any damage due to failure of the Contractor to meet his obligations under the Contract
- vi) The Contract Performance Guarantee is liable to be invoked on demand of WBSEDCL when any of the following conditions arises:
 - a) The Contractor is in breach of contract and fails to remedy the breach within 21 days after receiving written notice from WBSEDCL requiring him to do so. The notice shall state the intention to claim under the contract performance guarantee, the amount claimed and the nature of breach, or,
 - b) The Contractor has gone into liquidation or is bankrupt, or, Any other reason which may affect the contractual obligations of the contractor.
- vii) No interest shall be paid on the Security Deposit by WBSEDCL, irrespective of the date of release

An additional security deposit of 10(ten) % of the estimated cost have to be deposited if excessive lower rate is found as per norms of WBSEDCL.

GCC.6 Commencement and Completion of work:

The period of work will be as mentioned in the LOA. The work may have to be carried out within a running office, with least possible disturbance, sound, dust etc. to the employees. After completion of work the perfectly running/ working photocopier machines is to be shown to any official representatives of the concerned department.

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GCC.7 It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date / dates as per LOA or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work / materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

GCC.8 Maintenance service:

1. Free maintenance services including Kyocera make original spares and consumables shall be provided by the Contractor during the period of the contract.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for contractor's maintenance engineers to report to the installation place after a request call/telecall/ email is made or letter is written) shall not exceed the time as mentioned in **Scope of Work**.
3. The Contractor will accomplish preventive and breakdown maintenance activities to ensure that all work execute without defect or interruption for at least required up time.

GCC.9 Working Hours:

The normal working hours shall be strictly as approved by WBSEDCL i.e. during office hours on working days from 10am to 5:30pm. However, if the contractor intends to either work extra hours so as to complete the work within the stipulated time, then he may do so with prior permission of the WBSEDCL but without any extra payment to him on this account. No work shall be done on holidays without the specific sanction in writing of WBSEDCL.

GCC.10 Packing:

The spare parts and consumables which are required to be replaced shall be well packed under the brand name of Kyocera, the OEM. Description and quantity of products / parts inside the package should clearly be mentioned outside of the package as well as same should be mentioned in the Delivery Challan / Packing Notes.

Challans/ Packing Notes must be submitted to the Consignees (User-end) at the time of actual arrival of stores at destination, failing which the Contractor will be held

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responsible for any subsequent discrepancy between actual Receipt and the materials detailed in the Challan received later.

GCC.11 Contractor's Responsibilities:

The Contractor shall have the following responsibilities in carrying out the work:

- The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer of the work or his representative or User-end.
- Contractor shall indemnify WBSEDCL for loss suffered by the WBSEDCL on account of any act / omission / neglect of the Contractor's, workers, employees etc.
- The Contractor shall comply with all safety standards to the satisfaction of WBSEDCL.
- The Contractor shall ensure that all technicians engaged exercise all such skill, care and technical competence as represents a standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
- The Contractor shall not assign this Contract or any part of it; The WBSEDCL and Consultant reserves the right to review and approve each Sub—Contract for which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any services.
- The Contractor shall, on the instruction of WBSEDCL, immediately dismiss from the work any person employed thereon by him who may, in the opinion of WBSEDCL, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of WBSEDCL.
- The contractor shall not, at any time, do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the WBSEDCL. The Contractor shall at no stage allow any activities at site which are violation of law as applicable.

GCC.12 Material and Workmanship:

All the works shall be executed with the Kyocera make materials (spare parts & consumables) as specified and with the best workmanship and / or in the best manner to the satisfaction of the Company.

WBSEDCL shall not supply any material, tools & tackles etc., which shall have to be

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supplied by the Contractor for the entire job. The materials/items shall be of specified quality & make/brand (Kyocera make). Sample approval may have to be obtained from the Controlling Officer, if asked for, at the contractor's expenses.

GCC.13 Defective Materials:

If in the option of WBSEDCL, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, WBSEDCL shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him. If the Contractor fails to remove them within such time, the Controlling Officer may remove them anywhere at the Contractor's risk.

GCC.14 Contractor's staff at site:

The contractor shall provide at site his authorized representative for execution of the works. Such authorized agent or representative shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer/ User-end or his representative. The Controlling Officer reserves the right to ask the contractor to remove any of the contractor's workmen and replace with suitable substitute(s).

GCC.15 Making Good Defects:

The Contractor shall make good at his own cost and to the satisfaction of WBSEDCL all defects which may appear within the defect liability period. In case of the Contractor's failure, WBSEDCL may employ other agencies to make good such damages and expenses consequent thereon or incidental thereto shall be borne by the Contractor and such damages, loss and expenses shall be recoverable from the Contractor by WBSEDCL. In the event of the security/retention money being insufficient, WBSEDCL may recover the balance amount from any the Contractor's dues under WBSEDCL.

GCC.16 Care of works:

From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract/order. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any

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persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

GCC.17 Clearing site on completion:

On completion of the works the contractor shall clear away and remove from the site all surplus materials waste and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Company.

GCC.18 Variation, Omission, Addition & Alteration:

The Contractor shall not modify the scope of work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each machine shall remain firm till completion of contract.

The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price, without charging of unit price or other terms and conditions. Payment shall be made as per actual execution.

GCC.19 Liquidated Damage: If the contractor shall fail to perform the work within the time prescribed, following liquidated Damages are applicable:

Liquidated Damage for delay in delivery:- In case the Agency/Firm/ Organization does not complete the work according to the scope of work, he will be liable to pay 0.5% of the value of the total value of contract/order, as liquidated damages for delay of week or part thereof subject to maximum 2.5% of the total value of the contract/order along with other penalty as may decided by WBSEDCL, without prejudice to the right of the Company. The entire amount of L.D./ penalty shall be recovered from the Security Money / Outstanding Bill.

N.B:- Waiver of penalty- Ordering authority will have power to waive penalty on satisfactory ground.

GCC.20 Delays in the Contractor's performance:

1. Performance of the services shall be made by the Contractor in accordance with the time schedule specified by the Company in the specifications.

2. If at any time during performance of the Contract, the contractor should encounter conditions impeding timely services, the Contractor shall promptly notify the

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Controlling Officer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, WBSEDCL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages.

3. A delay by the Contractor in the performance of service obligations shall render the Contractor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by WBSEDCL without liquidated damages.

GCC.21 Extension of time:

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him is not due to his fault

WBSEDCL may allow extension of completion time without imposition of liquidated damage upon consideration of the contractor's written prayer, in case of the delay due to the following reasons:

- (a) Extra or additional work done as per advice of the Controlling Officer.
- (b) Suspension of work ordered in writing by WBSEDCL for no fault on the Contractor's part.
- (c) Delay in completion caused for no fault on the part of the Contractor.
- (d) Force Majeure.

In the event of any of the above cause(s), the contractor shall bring the same to the notice of the Controlling Officer, indicating his intention to make a claim for an extension of time, with supporting details. The contractor shall demonstrate, to the Controlling Officer's satisfaction, that they used their best endeavor to avoid or overcome such causes for delay.

GCC.22 GUARANTEE/ WARRANTY:

All the spare parts and consumables which are to be replaced by the contractor should be provided with minimum warranty as provided by the OEM, if applicable.

GCC.23 Defect Liability Period:

The term 'Defect Liability Period' shall mean completion of all tasks which are reported/

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recorded before completion of contract period of 2(two) years and as well as covering the warranty period of all the Spare Parts/ Consumables, if any, which are replaced. If any defect arises within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within the scheduled time. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. The time allowed by the Controlling Officer to the contractor to make good the defects shall be mandatory, failing which the loss or extra cost incurred by WBSEDCL for such delay/non-performance shall be deducted from the contractor's security money. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

GCC.24 Terms of Payment:

The invoices shall be correctly prepared for services per month in triplicate in the name of controlling officer and shall be submitted as under: -

Following documents shall be submitted along with the bills:

Bill/Invoice in triplicate, duly signed job-sheet from the user-end

Satisfactory completion certificate from the Use-end (if any).

GCC.25 Payment of Bills:

The mode of payment to be 100% on :

- a) Up-keeping cost of the machines, if any; after completion of work along with signed job completion report from the respective department.
- b) Actual page consumption or minimum monthly bill per month, whichever is higher, along with signed job completion report from the respective department.
- c) Consolidated bill per month, along with signed job completion report from the respective department.

GCC.26 Tax deduction:

All statutory deductions (viz. Income Tax, Work Contract Tax, Cess etc.) as per Govt. and statutory rules and TDS, shall be made from all the bills during the entire period of contract.

GCC.27 Mobilization Advance & Secured Advance:

No mobilization advance and/or secured advance shall be allowed for this contract.

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GCC.28 Completion of work:

Completion of the work means completion of the work in totality and acceptance/takeover of the same by the Company.

GCC.29 Termination of Contract:

The WBSEDCL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- a. if the Contractor fails to commence/deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the WBSEDCL or
- b. If the Contractor fails to perform any other obligation(s) under the Contract or
- c. If the Contractor, in the judgment of the WBSEDCL has engaged in corrupt or fraudulent practices in executing the Contract.

If the contractor fails, after 14(fourteen) days' of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract forthwith and take possession of the balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the company on that account. Any letter in writing by the controlling officer shall be treated as conclusive on behalf of the company. Extra cost, if incurred by WBSEDCL to get the unfinished work done through other agency, may be realized from the Contractor's pending bills and security money. If the contract is terminated as above, the Contractor shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that the Contractor may have collected or engaged or entered into on account of the work

In addition, such action by the company as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract.

GCC.30 Default Risk:

In the event the WBSEDCL terminated the contract in whole or in part, WBSEDCL may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Contractor shall be liable to the WBSEDCL for any excess costs for such similar goods or services. However, the Contractor shall

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continue performance of the contract to the extent not terminated.

GCC.31 Force Majeure:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Controlling Officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Company shall be at liberty to take over from the Contractor at a price to be fixed by WBSEDCL, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Company may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Company elect to retain.

WBSEDCL shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

GCC.32 Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was taken over by the company. Until the completed work is taken over by the Company, the Contractor shall also be liable and shall indemnify WBSEDCL for all injury to person (including contractor's workmen) or damage to property resulting from negligence of the

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CIN- U40109WB2007SGC113473 Website- www.wbsedcl.in

West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)

Common Services Cell
8th.Floor'B'Block
Vidyut Bhavan

Telephone No. 033-2334-5828
Tele Fax No. 033-2359-1924
Extension No.03323197810/239
Email Id- csbwbsedcl@gmail.com

NIT no.- WBSEDCL/CSC/Photocopier/AMC/536

Dated: 10.08.2021

Contractor or his workman or for defective workmanship etc.

GCC.33 Arbitration & Legal Jurisdiction:

During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and the Contractor to the extent possible on receipt of written appeal by the contractor. For any disputes or differences, if not resolved amicably, Civil Court in Kolkata or High Court Calcutta, may be approached by either party..

GCC.34 Notice:

Any "Notice" (except regular correspondences or daily instructions related to the site works) to the agency by WBSEDCL under terms of the contract shall be served by post/speed post/courier or registered mail or email or by hand at the contractor's office or site office and vice versa

GCC.35 Price variation:

The rate quoted by the bidder shall remain firm throughout the entire contract period including extended period, if any. No price variation shall be allowed for any reasons whatsoever.

GCC.36 Indemnity:

If any action is brought before a Court, Tribunal or any other Authority against WBSEDCL or an officer or Consultants (engaged by WBSEDCL for the Project) or representative of WBSEDCL, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's (if allowed to engage by WBSEDCL) in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep WBSEDCL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

GCC.37 WBSEDCL's Personnel:

User-End/ Consignee: Head of the Offices as mentioned in Scope of Work.

Controlling Officer: Additional General Manager (HR&A), Common Service Cell WBSEDCL.

Additional General Manager (HR&A)
Common Service Cell, WBSEDCL

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Dated: 10.08.2021

Paying Authority: Manager (F&A), Establishment Corporate, WBSEDCL.

GCC.38 Effecting Recoveries:

Any loss, arising due to non-fulfillment of this contract or another contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the agency from the WBSEDCL from this Contract as well as from other contracts.

GCC.39 Severability:

If any clauses of this NIT are held to be otherwise unenforceable, the remainder of the clause of NIT will still be applicable.

Additional General Manager (HR&A)
Common Service Cell, WBSEDCL

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Registered Office: Vidyut Bhavan, Block -DJ, Sector -II, Bidhannagar, Kolkata - 700091

CIN- U40109WB2007SGC113473 Website- www.wbsedcl.in

LIST OF ANNEXURES

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Annexure I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, _____, Partner/Legal Attorney/ Accredited Representative of M/S _____, solemnly declare that:

1. We are submitting Tender for the Work _____
Against Tender Notice No _____ dt _____
2. None of the Partners of our firm is relative of employee of _____ (Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated:

Format of Letter for submission of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To
The Additional General Manager(HR&A)
Common Service Cell
West Bengal State Electricity Distribution Company Limited,
8th Floor, Block'B', Vidyut Bhavan,
Block-DJ, Sector-II, Bidhannagar,
Kolkata- 700091.

Sub: Letter for submission of Bid for the work

.....

.....

Ref: 1. NIT No.dated.....

2. Tender Id No.

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Thanking you,

Yours faithfully,

.....
.....

Annexure-III

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

Common Service Cell: , 8th Floor: B Block

Vidyut Bhavan: Kolkata 700091

Tender Notice No:

Dated:

BID PROPOSAL

From :

Bidder's Name and Address :

Contact person :

Designation :

Telephone No. - (L/L & mobile) :

Fax :

Tender Reference :

To

The Additional General Manager (HR&A),

Common Service Cell

West Bengal State Electricity Distribution Company Limited,

8th Floor, Block'B', Vidyut Bhavan,

Block-DJ, Sector-II, Bidhannagar,

Kolkata- 700091.

Sub.: Invitation to bid for execution of AMC of 9(nine) nos. Kyocera make photocopier machines installed at different locations of Vidyut Bhawan, WBSEDCL

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

2. PRICES AND VALIDITY :

2.1. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the technical bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.

2.2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

3. BID GUARANTEE: Bid guarantee will be paid online as described in the NIT.

4. Format of undertaking - We have enclosed format of undertaking as per annexure –I.

5. DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents.

6. WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

7. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 3% of the estimated contract value in the form of DD/ PO in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance the same, as required, as to be informed time to time.

Dated.....this.....day of.....202

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory

Annexure-IV**Format for Techno-Commercial Bid**

Techno-commercial Requirement for execution of AMC of 9(nine) nos. Kyocera make photocopier machines installed at different locations of Vidyut Bhawan

N.I.T.No. WBSEDCL/CSC/Photocopier/AMC/e-Ten/

Dated:

1.	Name of firm	:	
2.	Address	:	
	a) Office/ Business at West Bengal	:	
	b) Head Office	:	
3.	Contact Details:	:	
	a) Telephone Number	:	
	b) Fax number	:	
	c) Email address	:	
	d) Mobile number	:	
	e) Website URL (if any)	:	
4.	Trade License no:	:	
5.	PAN No:	:	
6.	GST Registration No:	:	
7.	Certificate of Incorporation/ Certificate of Commencement in case of Private/Public Limited Company and Deed of Partnership in case of Partnership firm	:	
8.	Company Identification Number (if any)	:	
9.	Professional Tax Reg. no (if applicable):	:	
10.	Documents related to office within West Bengal / firms and/ or Sole Proprietorship, having principal place of business in Kolkata/ Hooghly/North 24 Parganas/ South 24 Parganas/Howrah in the form of above documents	:	

11.	IT Return for Financial Year 2017-18, 2018-19 & 2019-20	:	Submitted (Yes/ No)		
			2016-17	2017-18	2019-20
12.	Average Annual Turnover for Financial Year 2017-18, 2018-19 & 2019-20	:	In Rupees		
			2017-18	2018-19	2019-20
13.	Declaration on Non-judicial stamp paper regarding not been Blacklisted/ Holiday Listing or not have any premature termination of contract in WBSEDCL due to unsatisfactory performance or contractual violation.	:			
14.	Work experience details in support of execution of work with reference to Terms & Conditions	:	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion Certificate with date (indicating order reference no.)
		:			
		:			
		:			
15.	Whether the firm had been removed from approved list of suppliers from any organization?	:	Yes/No (if yes, give details)		
16.	Whether the firm is demoted to a lower class of suppliers at any organization?	:	Yes/No (if yes, give details)		
17.	Whether the firm is having business banned/ suspended by any government department in the past?	:	Yes/No (if yes, give details)		
18.	Whether the firm is convicted by a court of law?	:	Yes/No (if yes, give details)		
19.	Whether business activities of the firm have been suspended and they are subject to legal proceeding?	:	Yes/No (if yes, give details)		
20.	Whether the firm was disqualified pursuant to administrative suspension or disbursement by any Department?	:	Yes/No (if yes, give details)		
21.	Whether already enlisted with other department	:	Yes/No (if yes, give details)		
22.	Filled up Annexure- I,II, III, IV, V, VII, VIII	:			

	Acknowledgement of NIT		
23.	Filled up Vendor Mandate Form	:	
24.	Details of EMD:		Earnest Money
	Amount	:	
	Issuing Bank	:	
	Branch name	:	
	Whose favour	:	

Certificate

01. I/we certify that I/we have read the Rule of WBSEDCL and am/are prepared to abide by them as amended from time to time.
02. I/we certify that the information given in the Technical Bid is true to the best of my/our knowledge. I/we also understand that incase any information is found wrong. I/we am/are liable for cancellation of Bid and to be debarred for enlistment/ tendering process in future.

Signature(s) of the Applicant(s) with seal

Note: - The complete application form uploaded in online system

West Bengal State Electricity Distribution Company Limited
Common Service Cell, 8th Floor 'B' Block
Vidyut Bhavan, Kolkata-91

(NOT TO BE QUOTED, PLEASE REFER BOQ AS PER TERMS OF NIT)

Name of the
Bidder/ Bidding
Firm/ Company
:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, also the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	Minimum Rate	GST %	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	53	54	55
1	Up-keeping (Certifying)								
1.01	Machine-1	1.000	Nos				0.000	0.000	INR Zero Only
1.02	Machine-2	1.000	Nos				0.000		
1.03	Machine-3	1.000	Nos				0.000		
1.04	Machine-4	1.000	Nos				0.000		
1.05	Machine-5	1.000	Nos				0.000		
1.06	Machine-6	1.000	Nos				0.000	0.000	INR Zero Only
1.07	Machine-7	1.000	Nos				0.000	0.000	INR Zero Only
1.08	Machine-8	1.000	Nos				0.000	0.000	INR Zero Only
1.09	Machine-9	1.000	Nos				0.000	0.000	INR Zero Only
2	PMC Cost:								
2.01	Machine-1		pages				0.000	0.000	INR Zero Only
2.02	Machine-2		pages				0.000		
2.03	Machine-3		pages				0.000		
2.04	Machine-4		pages				0.000		
2.05	Machine-5		pages				0.000		
2.06	Machine-6		pages				0.000	0.000	INR Zero Only
2.07	Machine-7		pages				0.000	0.000	INR Zero Only
2.08	Machine-8		pages				0.000	0.000	INR Zero Only
2.09	Machine-9		pages				0.000	0.000	INR Zero Only
3	Consolidated Cost:								
3.01	Machine-1	1.000	Nos				0.000	0.000	INR Zero Only
3.02	Machine-2	1.000	Nos				0.000		
3.03	Machine-3	1.000	Nos				0.000		
3.04	Machine-4	1.000	Nos				0.000		
3.05	Machine-5	1.000	Nos				0.000		
3.06	Machine-6	1.000	Nos				0.000	0.000	INR Zero Only
3.07	Machine-7	1.000	Nos				0.000	0.000	INR Zero Only
3.08	Machine-8	1.000	Nos				0.000	0.000	INR Zero Only
3.09	Machine-9	1.000	Nos				0.000	0.000	INR Zero Only
Total in Figures							0.000	0.000	

To be filled up by the Bidder:

- The Green area is mandatory field. Bidders will have to quote in any one of the following:
 - Sl. No.2 of BOQ, which per page rate per machine excluding GST.
 - Sl. No.3 of BOQ, which is consolidated monthly payment per machine excluding GST.
- The red area is the optional field, which are :
 - In SL No.1 of BOQ, which is machine up-keeping cost, which is optional.
 - In SL No.2 of BOQ, monthly minimum cost.

Bidder may or may not prefer to quote in the optional field.
- Applicable GST to be mentioned (in percentage).

MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS
(TO BE FIELD IN BLOCK LETTER)

1. NAME OF THE VENDOR :
2. ERP VENDOR NO:
3. Vendor Type: Company / Partnership / Proprietorship / Self Help Grp / HUF/Others :
4. ADDRESS:.....
.....
5. TELEPHONE NO. & FAX NO:
6. MOBILE PHONE:.....
7. E-mail:
8. P.A.N. NO. (MANDATORY):

--	--	--	--	--	--	--	--	--	--

9. GST REGISTRATION NO:.....

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

- i) Name of Account Holder:.....
- ii) BANK NAME :
- iii) BRANCH NAME & ADDRESS :
- iv) BANK BRANCH TELEPHONE NO:
- v) Account type (whether SB or Current):.....
- vi) ACCOUNT NO:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

- vii) BANK'S MICR CODE:

--	--	--	--	--	--	--	--

- viii) BANK'S IFS CODE:

--	--	--	--	--	--	--	--	--	--	--

11. DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not Affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

N. B: [Where the cheque does not carry IFS Code an attestation from Bank attesting the IFS Code should be given.]

SIGNATURE OF BANK OFFICIAL WITH SEAL

Annexure-VII

Undertaking (to be submitted in non-judicial stamp paper)

I/we, hereby declare that original Spare parts and consumables of Kyocera make will be provided during entire contract period when required.

If, the spare parts/consumables are found other than the Kyocera make any time during delivery period of the materials, the Authority of WBSEDCL reserves the right to terminate my order / LOA and can take any penal measure against me and can forfeit my performance guarantee, bills lying with WBSEDCL. .

Yours faithfully,

Photocopier Machine inspection format

<u>Section Name</u>	<u>Machine Model</u>	<u>Machine Sl. No.</u>	<u>Description of Work (if required)</u>	<u>Name of Items/spares to repaired of replace (if any)</u>	<u>Qty.(if any)</u>	<u>HSN/SAC code of items/spares</u>