West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise) Common Service Cell: 8th floor, 'B'- Block, Vidyut Bhavan: Bidhannagar: Kolkata-700091,



WBSEDCL

e-TENDER NOTICE

(LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

Comprehensive Annual Maintenance Contract of Neon signage installed at the roof of Vidyut Bhawan, salt Lake, and Kolkata under WBSEDCL.

Press Tender Notification no: WBSEDCL/CSC/Neon signage/E-Tender/2349. Dated: 20.02.2024.

Tender ID: 2024_WBSED_670399

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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 jurisdiction WBSEDCL in the state of 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 into Comprehensive Annual Maintenance Contract of Neon signage installed at the roof of Vidyut Bhavan, salt Lake, Kolkata under WBSEDCL, for a period of 2(two)years.

Estimated cost of Work:- 2.83 Lakhs (approx) including GST

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 :	Comprehensive Annual Maintenance Contract of Neon signage installed at the roof of Vidyut Bhavan, salt Lake, Kolkata under WBSEDCL, for a period of 2(two)years.(3 rd call)
Estimated project Cost:	Rs 2.83 Lakhs (Including GST)
Amount of Bid Guarantee to be deposited:	Rs. 7,075/ to be paid online (NEFT/RTGS)
Publishing date and time :	28.02.2024 at 12.00 Hrs
Document Download Start Date and Time:	28.02.2024 at 12.00 Hrs
Seek Clarification Start date and time:	28.02.2024 at 12.00hrs
Inspection date and Time	From 01.03.2024 at 12.00 hr. to 06.03.2024 at 16.00 hrs.
Seek Clarification End date and time:	06.03.2024 at 14.00hrs
Pre-Bid meeting	11.03.2024 at 11.30 Hrs at Common Service Cell, WBSEDCL
Bid Submission Start date and Time :	15.03.2024 at 11.00 Hrs
Bid Submission End date and time	27.03.2024 at 15.00 Hrs
Date of opening of Techno- Commercial Bid and Time and place:	01.04.2024 at 15.00 Hrs
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://wbtenders.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: I INSTRUCTION TO BIDDER (IB)

IB.1. West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites through electronic tendering (e-tendering) for Neon signage installed at the roof of Vidyut Bhavan, salt Lake, Kolkata under WBSEDCL, for a period of 2(two)years as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document. Instructions/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering.

IB.2. Invitation for the Bids:

IB.2.1. Tender is invited by the Additional General Manager(HR&A), Common Service Cell, 8th Floor, "B'-Block, Vidyut Bhavan, WBSEDCL, Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering).

IB.2.2. 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, Safe script, 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.

IB.2.3. Intending bidders desirous of participating in the tender are to log on to the website https://wbtenders.gov.in for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. This is the only mode of collection of tender documents.

IB.2.4. Tenders are to be submitted online and intending bidders are to download the tender documents / Forms / Annexure from the website stated above, directly with the help of the e-Token provided.

IB.3. Eligible Bidders:

IB.3.1. <u>Profile of the Agency</u>

- i) Trade License
- ii) PAN Card
- iii) GST Registration Certificate & GST return certificate for last two years.
- iv) Certificate of Incorporation/ Certificate of Commencement in case of

Private/Public Limited Company registered under Companies Act and Deed of Partnership in case of Partnership firm

v) Professional tax registration certificate and current enrollment challan (if applicable)

vi) Documents related to Service Centre and Corporate office at Kolkata.

IB.3.2. Financial and Workability status of the Agency

i) Copy of l.T. Return for the last three Financial years 2020-21, 2021-21 & 2022-2023.

- ii) Average Annual Turnover of more than 20 lakhs for last 3 Financial Year i.e. 2020-21, 2021-21 & 2022-2023, from organization's business. 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.
- IB.3.3. The bidder should not have been blacklisted from any Govt. organization across India on and from the year of 2016 onwards and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the bidder is found to be false, the order issued in favour of the vendor shall be cancelled and consequently the contract will be terminated alongwith forfeiture of the Performance Bank Guarantee (PBG).

IB.3.4. Credential of the Agency:-

- i) The bidder should have working experience with AMC in financial year i.e. 2020-21, 2021-22 & 2022-2023 and should have executed AMC order / orders & successful completion/ on-going AMC of Govt. or any Govt. Undertaking Organization for minimum last three years. The bidder should submit the documentary proof of such orders received.
- **IB.4.** Tender fee: Tender fee not applicable

IB.5. Earnest money Deposit (EMD):

The Earnest Money Deposit (EMD) being 2.5% of estimated project cost should be deposited by 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 from. At the time of opening Technical Bid, if any dispute found in application of a participant and subsequently the application is declared as disqualified, the EMD will be refunded to the participant by online mode through e-tendering website automatically adopting 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 EMD has been submitted in the 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 deposited Earnest Money may be forfeited.

IB.6. Formation of cartel & penal measures: This will be guided by the purchase policy of WBSEDCL available in Company's website www.wbsedcl.in.

IB.7. Conflict of Interest:

- **IB.7.1.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time; cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- **IB.7.2.** Any Bidder will be found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- **IB.7.3.** Any Bidder will be found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.
- **IB.7.4.** If any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidders will be found to be in conflict of interest.

IB.8. Key Dates: The schedule of Dates for e-Tendering.

Sl No.	Action	Date & time
1.	Publishing Date	28.02.2024 at 12.00 hrs.
2.	Document Download start date	28.02.2024 at 12.00 Hrs.
3.	Start Date of Receiving Pre-Bid Clarification	28.02.2024 at 12.00 Hrs
4.	Last date of Receiving Pre-Bid Clarification	06.03.2024 at 14.00 Hrs.
5.	Date of Pre-bid Meeting in presence of Bidder's representative	11.03.2024 at 11.30. Hrs. at the Office of the Addl. General Manager (HR&A), Common Service Cell, 8 th Floor, "B", Block, Salt Lake City, Kol-91.
6.	Bid submission Start date	15.03.2024 at 11.00 Hrs.
7.	Bid submission End date	27.03.2024 at 15.00 Hrs.
8.	Techno Commercial Bid opening date	01.04.2024 at 15.00 Hrs.
9.	Financial Bid opening date	Date & Time intimated latter on.

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

- **IB.9. Pre-Bid Discussion:** Pre- bid discussion will be held at WBSEDCL as per schedule indicated in "Key Dates Clause" above to clarify the queries, if any, from the bidders in respect of tender. Non-attendance at the pre- bid discussion will not be a cause for disqualification of the bidders.
- IB.10. Clarification of Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the AGM (HR&A), CS Cell, in written form within the date as mentioned in IB.8. of 'Key date' clause. Such query received from bidders prior to pre- bid discussion shall only be discussed in the pre- bid meeting. No other query except the written submitted ones will be clarified during pre- bid discussion.
- IB.11. Amendment / Addenda of Bidding Documents:
 - **IB.11.1.** At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.
 - IB.11.2. The amendment will be notified in writing in the e-tendering website (https://wbtenders.gov.in) and in WBSEDCL's website (https://www.wbsedcl.in) to all prospective bidders who have purchased the Bidding Documents.
 - **IB.11.3.** In case of any amendment, WBSEDCL may at its discretion, extend the deadline for the submission of bids, which will be notified in website of WBSEDCL.
 - IB.11.4. 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.
- **IB.12. Language of the Bid:** All correspondences between the bidder and WBSEDCL shall be written in English Language only.
- IB.13. Submission of Tender: If there is any deficiency found in the submitted/uploaded documents as stipulated in the following clauses, the tender will summarily be rejected.

IB.13.1. General process of submission:

Tenders are to be submitted online through the website https://wbtenders.gov.in. Bidders are required to upload all the tender documents/forms/Annexures along with other documents, filled in strictly as per formats 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 Bidder shall carefully go through the documents and prepare /download the required documents/forms/Annexures and upload the scanned documents /filled in forms/Annexures in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid along with the Price Additional General Manager (HR&A), CS Cell

Bid sheet of Bill of Quantity (BOQ) duly filled in the rates of items in the designated Cell after downloading the same.

Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.13.2. Technical Proposal:

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

IB.13.2.1. Statutory Cover

- A. Contents of "Drafts" folder
 - i. EMD: To be deposited online through e-tendering portal.
- B. Contents of "Annexure" folder
 - i. Bid Proposal: Annexure-I
- C. Techno commercial Bid document: Annexure-IV
- D. Contents of "NIT" folder
 - i. Tender Document: Signed Copy
 - ii. Addenda/Corrigendum: Signed copy if published.

Only downloaded copies of the relevant documents are to be uploaded, and digitally signed by the bidder.

IB.13.2.2. Non-Statutory Cover (My Document)

- A. Company Details: Copy of the following document:
 - i. Certificate of incorporation for Pvt. Ltd Company/Certificate for commencement of business and certificate of incorporation in case of Public Ltd. Companies.

For other entities:

- Partnership Firm : Copy of Partnership deed and if possible Registration Certificate from Registrar of Firms
- LLP(Limited Liabilities Partnership) : Registration/Certificate of incorporation under 2008 Act.
- ii. PAN Card and Trade License from Local Authority.
- iii. GST registration certificate & GST return certificate for last two years.
- IB.13.3. Financial Proposal: Bill of Quantities (BOQ):

The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file.

- **IB.13.4.Submission of documents of Earnest Money:** EMD is to be deposited online through e-tendering portal.
- **IB.14. Validity of Tender:** The offer against tender shall remain valid for a minimum period of 180 (one hundred eighty) days from the next day of opening of Technical proposal of the tender. However, WBSEDCL may, on the merit of case,

request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

IB.15. Opening and evaluation of tender:

IB.15.1. Technical Proposal:

IB.15.1.1. Technical proposals for those bidders whose original copies of EMD have been received will only be opened.

IB.15.1.2. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

IB.15.1.3. During evaluation, the Tender Inviting Authority may call the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if sought information/documents are not produced within the stipulated time frame, their proposals will be liable for rejection.

IB.15.2. Financial Proposal:

IB.15.2.1. Financial proposals of the bidders, who are technocommercially eligible, will only be opened. Date of opening of financial bid will be intimated to such qualified bidders through web portal.

IB.15.2.2. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.

IB.15.2.3. 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.

IB.15.2.4. For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.15.2.5. Final evaluation of any bidder will be made on the basis of quoted basic prices and quoted tax components against total quantity.

IB.15.2.6. WBSEDCL may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

IB.16. Price:

- **IB.16.1.** Price offer shall be submitted as unit price of each item and in the prescribed format only.
- **IB.16.2.** No deviation in any form in the Price Bid Sheet of BOQ is acceptable.
- **IB.16.3.** The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price in respect of rise or fall in cost of maintenance Charge.

IB.16.4. The bidder should quote unit price of all items as per BOQ in INR. Otherwise his bid will be treated as cancelled.

IB.17. Taxes, Duties and other levies: The rate quoted should be inclusive of all taxes except GST. GST will be paid over and above the quoted price at applicable rate.

- **IB.18. Statutory Obligations:** Statutory obligations including laws applicable are to be complied.
- **IB.19. Insurance:** The Contractor at his own cost shall arrange, secure and maintain all insurance as may be pertinent to the Work and obligatory in terms of law to protect his interest and interests of WBSEDCL against all perils. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The Contractor shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
- **IB.20. Right to reject Bids**: WBSEDCL 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 such action.
- **IB.21. Issue of 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(L1), provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard. Qualification in the bid is summarily being rejected.
- **IB.22. Acceptance of LOA:** The successful bidder shall submit written unconditional acceptance of LOA within 7 (seven) days from date of issue of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.
- **IB.23. Disqualification of Vendors:** Adverse report / remark on AMC against the order from any officials/authority of WBSEDCL may disqualify the candidature of the vendor at any point of time.
- **IB.24. Communication:** The successful bidder, for communicating with WBSEDCL, for this job may use the following modes.

FAX- (033) 2359-1924. Telephone – (033) 23197525, 23345828.

SECTION: II Scope of Work [SW]

SW.1. Bidders should be capable to provide the following services to keep the entire system operational for entire AMC period. However, on urgency, Service engineers have to attain the office of the undersigned on any holiday or Sunday. Service Engineers have to sustain at C.S. Cell, Vidyut Bhavan, during office hours of any working day.

1. Description of Work:-

a) Periodic inspection of the system once in a week with necessary preventive maintenance measures to avoid disorder of the system.

b) Attending breakdown calls within 24 hrs of receiving complaints and taking

necessary remedial measures to restore the system.

c) Replacement or repair of step up transformers (rating 230V / 15000V, cycle-50, Make-Electro Bright/ Canon India) with all materials as and when required including cost thereof.

d) Adjustment of timer as and when required.

e) Replacement or repair of switches, timer, flusher etc. of approved quality as and when required.

f) Any replacement of spares/items shall be of same or superior quality and should

be approved by the Controlling Officer.

- g) The work will be executed as per the enclosed schedule of work together with the General conditions of contract & specification for civil work and of electrical work
- h) Repair, maintain or replace the 900 pcs 15 m.m Neon Tubes, 70 pcs 230V,15KV,50Hz Neon transformers(Electro Brite / Canon) make as and when required.
- i) Using 8 m.m H.T silicon fireproof wire.
- Your Operator should report to the electrical maintenance cell as per the program me schedule to be intimated to your office over telephone or messenger as and when required.
 - i. Whether a defective item or component is to be replaced or repaired shall be at the sole direction of the Service Provider. In Case of replacement of parts, the defective parts remove from the system will become the property WBSEDCL and to be returned to the office of the undersigned.
 - ii. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover breakdown of services or spares, arising out of damages caused by fire, theft, riots, accident, earthquakes, storm and other natural calamities.
 - iii. The AMC Contractor will keep a record of the Machine failure including the nature of failure, date and time of booking the complaint, date and time of

attending the call and date & time of restoration of System in call sheet that will be duly signed by user accordingly.

- iv. Response and rectification time: It shall be attend within 24 (twenty four) hours and shall rectify the fault at the earliest but not later than (two) working days from the date of inspection. Promptness to rectify/ attend will be considered for performance assessment. In case of any urgency the call shall be attend as per direction of the user. In case of damage of any major fault, same to be rectified within 7 days from the date of inspection
- v. The company reserves right to terminate the contract at any time during contract period of 2 years by serving 1(one) month notice, as a penal measure, if the performance of AMC Contractor appears to WBSEDCL as not satisfactory.

The system shall be handed over to the Company in good working condition at the time of expiry of Contract period.

Additional General Manager (HR&A), CS Cell

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SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1. The vendor will ensure *supply and delivery of necessary spares* required for the equipments as per under the brand of OEM.
- GCC.1.2. The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.2. Force Majeure:

- GCC.2.1. The vendor shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.
- GCC.2.2. WBSEDCL will not be responsible for any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.
- GCC.3. Cancellation/Termination of Order:_WBSEDCL shall have the right to cancel/terminate the LOA for the following causes
 - GCC.3.1 Non-acceptance of LOA as per "Acceptance" clause.
 - GCC.3.2. Non-submission of Performance BG within time.
 - GCC.3.3 If failed to maintain the terms & conditions of LOA.
 - GCC.3.4. Agreement: A mutual agreement (as per format attached with this order) will be signed between WBSEDCL and you Agency/Company on ₹100 non-judicial stamp paper which should be completed by the Agency/Company within 30(thirty) days from the date of placement of this order. The Additional General Manager (HR&A), Common Services Cell will sign the agreement on behalf of WBSEDCL.

GCC.4. <u>Performance Guarantee:</u>

GCC.4.1. As contract security, the successful bidder shall furnish a performance Guarantee in the form of Bank Demand Draft in favour of "West Bengal State Electricity Distribution Company Limited" or Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Scheduled Bank in Kolkata, India, as per format enclosed (ANNEXURE-V). The BG shall be submitted to the AGM (HR&A), CS Cell, 8th Floor, 'B' Block, Vidyut Bhawan, WBSEDCL. Performance BG, being10% of Contract Value to be submitted within one month from the date of issue of LOA. Validity of BG will be 2 years 3

months from the date of submission of BG. Performance Guarantee will carry no interest. The claim period will be ninety days after expiry of contract.

Additional BG of 10% of the total contract value will be levied in case of excessive lower quoted price as per norms of WBSEDCL

GCC.5. <u>Arbitration & Legal Jurisdiction:</u>

- GCC.5.1 During execution of this contract, if any dispute arises between the parties it is to be settled amicably between WBSEDCL and the concerned bidder.
- GCC.5.2 If disputes between parties could not be settled amicably between the parties, either party may seek legal recourse before any competent court within the jurisdiction of High court, Calcutta.

GCCC.6. <u>Call registration and complain:</u>

- GCC.6.1. In case of failure of any item as per scope of work, the concerned officer will inform the same to the contractor over telephone or by fax or e-mail / letter. Systematic registration of all calls should be maintained at the contractor's end to record the calls. Each and every call shall be acknowledged with a unique docket number. This docket number shall be used for further reference.
- GCC.6.2. In addition, any change in telephone numbers, Fax number, e-mail / postal address from existing ones shall be provided, as back up arrangement for booking calls.
- GCC6.3. Completion of call shall be certified by the officer/staff of the user. This will be used to work out the down time for LD calculation. During submission of bill, performance certificate with duly signed by officer/staff, must be attached along with the bill.

GCC.7. Response & Down time:

- GCC.7.1. The maximum response time for attending complaint i.e. time required by the service engineer to report after a request call is made shall not exceed 24 hours including Sunday and Holiday if necessary.
- GCC.7.2. The day on which the call is registered will not be counted for down time calculations. Down Time calculation will be started from Zero hours of following date. The Maximum acceptable downtime will be 48 hours.

GCC.8. Recording of Maintenance Work:

- GCC.8.1 WBSEDCL will keep record of machines failure including the nature of failure, date and time of booking complaint as well as when the system was put back into the service and the total down time. You will record all the above-mentioned particulars for un-scheduled on call and corrective remedial maintenance service as well as particulars for scheduled preventive maintenance services against your engineers' visit, prepare report and get it jointly signed by both your service engineers as well as user Officer of WBSEDCL.
- GCC.8.2 If the maintenance or repair works involve shifting of any equipment from one place to other place, then any loss for damage arising out of dismantling /loading /unloading/transporting shall be borne by you.
- GCC.9. Liquidated damage: The timely completion of breakdown as per "
 Response & Down Time" Clause is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period. However, the ordering authority may at its discretion waive this condition with imposition of liquidated damage indicated herein below:
 - of the system within schedule downtime as indicated in "Scope of Work" clause, WBSEDCL may recover from the vendor @½% (half percent) amount of AMC order value per 3 (three) days or part thereof as Liquidated Damage. The maximum value of LD would be 2.5% (two and half percent) of AMC value for that month(s). In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of AMC for engagement of third party will be deducted from outstanding bill / Performance BG/DD lying / to be lying with WBSEDCL.
 - GCC.10. Steps to be taken to avoid any damages of WBSEDCL installation:

 Vendor shall see that no damages are caused to any parts or equipments associated with this Neon signage. If any damage is caused to or suffered in general to WBSEDCL Equipment or any property or by the consequences of the acts of unlawful omission of the contractor, its employees and workmen or other person connected with it, necessary repairs of replacements shall be effected by WBSEDCL at the risk and cost of the contractor.

The expenses shall be recovered from the money due and payable to the Contractor or by other appropriate processes.

- GCC.11. Liability for Accident: If any accident occurs during the time of the execution of the work by the vendor agency, all related cost thereto is to be borne by the vendor only.
- GCC.12. Default Risk: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fails to complete the job, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Agency.
- GCC.13. Contract Period: Bidder shall maintain the system for a period of two (2) years from the date of acceptance of the LOA by them. The same may be extended for further one (1) year on satisfactory performance.
- GCC.14. <u>Submission of bills for payment</u>: All the bills in triplicate with relevant papers, documents are to be submitted to the CS Cell.

GCC.15. Terms of Payment:

GCC.15.1. Payment will be released monthly after providing AMC service for the particular month on pro-rata basis. Bill to be submitted in triplicate after completion of a month and bill should be submitted supported with performance certificates duly signed by the officer/staff.

GCC.15.2 Paying Authority: Manager (F&A), Establishment-Corporate, Vidyut Bhawan, WBSEDCL.

Enclosure:

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1.	Annexure-I:	Format of Bid Proposal.
2.	Annexure-II	Letter of Bid submission.
	Annexure- III:	BOQ: Price Bid Format.
	Annexure-IV Annexure-V:	Techno commercial bit proposal. Mandate form by vendor for RTGS/NEFT payments
7.	Annexure-VI: Annexure-VII: Annexure- VIII	Proforma for contract agreement. Proforma for Bank Guarntee. Declaration of Additional Security Deposit

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

Annexure-I

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

	Common Service Vidyut Bha	e Cell: , 8 th Floor: B B van: Kolkata 700091	lock
Tender	Notice No: WBSEDCL/CSC/Neon	Sign/	Dated:
	BII	O PROPOSAL	
	From:		
]	Bidder's Name and Address	i	
	Contact person	: "	
	Designation	:	
	Telephone No (L/L & mobile)	:	
	Fax	:	
	Tender Reference	:	
Cook	The Additional General Manager (ECOMMON Service Cell West Bengal State Electricity Distr 8th Floor, Block'B', Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-70009l.	ibution Company Limit	ted, aintenance Contract of Neon
Sub.:	ge of Vidyut Bhavan roof top unde	er WBSEDCL, for a per	riod of 2(two)years,
Signag	Dear Sir,		, , , , , , , , , , , , , , , , , , , ,
		ents of the subject bic	l and examined in details the d, do hereby propose to execute Document.
2.	period of 180 (one hun technical bids (Cover-1). are in accordance with yo 2.2. We confirm that levies applicable on boug items and confirm that shall be to our account.	dred eighty) days from the further declare the further declare the first our bid prices included the first out components, it is any such taxes, dutie	materials, equipments and other same same same same same same same same
3.	Cost of Bid: We h	ave enclosed DD a payable at Koll	s cost of bid in favour o kata of vide DI

4.	BID GUARANTEE: We have enclosed a Bid Guarantee in favour ofof
	Rspayable at Kolkata ofvide Nodateddated
5.	Format of undertaking - We have enclosed format of undertaking as per annexure -I.
6.	DEVIATIONS:
	We declare that contract shall be executed strictly in accordance with the specifications and documents.
7	. 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.
8	3. CONTRACT PERFORMANCE GUARANTEE :
	We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 10% of contract value in the form of Bank Guarantee 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.
	Datedthisday of2024
	Thanking you, we remain, Yours faithfully,
	Date
	Place (Signature)
	(Printed Name)
	(Designation)
	(Common Seal)
	Business Address:
	Name & Address of Authorized Signatory

Annexure-II

Format of Letter for submission of Bid

LETTER HEAD OF BIDDER

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-70009l. Sub: Letter for submission of Bid for the work
Ref: 1. NIT No.WBSEDCL/CSC/NEON SIGN/ dated:
2. Tender Id No
L. Tolluoi Tarret
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 and cost of bid, 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

Common Service Cell, 8th Floor 'B' Block Vidyut Bhavan, Kolkata-91

(NOT TO BE QUOTED, PLEASE REFER BOQ AS PER TERMS OF NIT) **Gross Total** Taxes as Unit Rate Unit Qty Type applicable (Rs) Description of Items (Rs) (Rs) Comprehensive Annual Maintenance Contract of Neon Signage of Vidyut Bhavan roof top under WBSEDCL, for a period No of 2(two)years, As per Comprehensive Annual Maintenance Contract of Neon Signage of Vidyut Bhavan roof top under WBSEDCL, for No a period of 2(two)years, Gross Total of Rs. NET VALUE Rs

NOTE: * Rates and Amount shall be quoted exclusive of taxes. Please indicate applicable taxes in the taxes column only

GRAND TOTAL:	

Note: Evaluation of the financial bids shall be based on Grand Total Amount quoted by the bidder.

To be filled up by the contractor:

- 1. 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.
- 2. Applicable GST should be mentioned (in percentage form)

It is mandatory to quote for each item separately. Non-quotation of any individual item(s) would make the bid non-responsive. However, any bidder who will not mention installation charges separately, the rates of furniture shall be considered as inclusive of installation charges and L1 rate shall be determined considering the rate quoted

Additional General Manager (HR&A), CS Cell

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Annexure-IV

Format for Techno-Commercial Bid

Techno-commercial Requirement for Invitation to Bid for Comprehensive annual service maintenance contract of Neon signage installed at the roof of Vidyut Bhawan, Salt Lake, under WBSEDCL, for a period of 2(two) years.

	N.I.T.No. WBSEDCL/CSC/AC AMC/	dated:
	Name of firm	:
	Address	
	a) Corporate Office/ Business at West Bengal	:
	b) Head Office	:
	Contact Details:	
	a) Telephone Number	:
	b) Fax number	:
	c) Email address	:
	d) Mobile number	:
	e) Website URL (if any)	:
ļ.	Trade License no:	:
5.	PAN No:	:
5	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 Corporate office within West Bengal / firms and/ or Sole Proprietorship, having principal place of business in West Bengal in the form of above documents	:

			Sı	ibmitted (Yes/ No)
1	T Return for Financial Year 2020-21, 2021-22 & 2022-23	r	2020-21	2021-22	2022-23
4	2021-22 & 2022-23	:			
	. 1			In Rupees	
	Average Annual Turnover for Financial		2020-21	2021-22	2022-23
	Year 2020-21, 2021-22 & 2022-23	:	2020 21		
I	Declaration on Non-judicial stamp paper regarding not been Blacklisted/ Holiday	:			1
	Self declaration regarding list of Machineries of OEM in non-judicial stamp paper	:			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	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.)
		:			
6.	Whether the firm had been removed from approved list of suppliers from any organization?	:	Yes/No (if yes,	give details)	
7.	Whether the firm is demoted to a lower class of suppliers at any organization?	:	Yes/No (if yes,	give details)	
8.	Whether the firm is having business banned/ suspended by any government department in the past?	:	Yes/No (if yes	, give details)	
19.	Whether the firm is convicted by a court of		Yes/No (if yes	, give details)	
20	Whether business activities of the firm have been suspended and they are subject to		Yes/No (if yes	, give details)	
21	Whether the firm was disqualified pursual to administrative suspension or dishursement by any Department?	nt		s, give details)	
22	- 1 listed with OTHER		: Yes/No (if yes	s, give details)	
100000	3. Filled up Annexures.&. Acknowledgement	of	:		TR&A), CS Cell

	NIT					
24.	Filled up Annexure-(ALL)					
25.	Filled up Vendor Mandate Form	:				
26.	Details of Earnest money					
	Number	:				
	Date					
	Amount					
	Issuing Bank	:				
	Branch name	- :	12			
	Whose favour	Contific			1-2	

Certificate

- 01. I/we certify that I/we have read the Rule of WBSEDCL and am/are prepared to abide by them as amended form 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 should be uploaded in online system and same should be submitted to the Office the Additional General Manager (HR&A), Common Service Cell, WBSEDCL at 8th floor B block of Vidyut Bhavan at Block-DJ, Sector-II, Bidhannagar, Kolkata-700091.

Annexure-V

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

		(10 22 1
	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: P.A.N. NO. (MANDATORY):
	8.	GST REGISTRATION NO:
	9.	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:
	vi	i) BANK'S MICR CODE:
	vi	ii) BANK'S IFS CODE:
	10	0. 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.]
		CDAI
		SIGNATURE OF BANK OFFICIAL WITH SEAL

Annexure-VI

PROFORMA OF CONTRACT AGREEMENT (To be executed on a Rs. 100/- Non judicial Stamp Paper) The AGREEMENT MADE thisday ofin the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a company incorporated under Companies Act 1956 having its registered Office at "Vidyut Bhavan", Block-DJ, Sector-II, Bidhannagar, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART. AND hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART. tender vide Tender Notice invited WHEREAS the Company for hereto) (annexed AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide no. dt the Techno-commercial part of which was custody of the Company at present). AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with clarification(s), the Company accepted the said tender submitted by the Contractor and placed Letter of Award no. NOW THERFORE, The Company and the Contractor agree as follows: work the undertake to agrees Contractor "....." (Including maintenance work during defect liability period of 2years from the completion of work) as per Letter of Award/Order no. dt referred to above. 2. The Company agrees to pay the contractor as per the Letter of Award no dt Referred to above. 3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata. IN WITNESS WHEREOF the parties have hereunder affixed their signature, on the day, the month and year written as above.

Additional General Manager (HR&A), CS Cell

SIGNED, SEALED AND DELIVERED

Contractor	Company
Witness	Witness
Witness	Witness

Annexure VII

Performa of Bank Guarantee for Contract Performance (To be stamped in accordance with Stamp Act)

	Bank Guarantee No
	Date :
Ref No	
То	
The West Bengal State Electricity Distribution Cor	npany Ltd.,
Vidyut Bhavan, Salt Lake,	
DJ Block, Sector-II,	
Kolkata -700 09I (India).	
Tromata 100 = 1 (
Dear Sirs,	
	Distribution Company Ltd. (hereinafter referred to
administrators and assigns having awarded to	M/s(hereinafter referred to as the
its Registered/Head Office at	M/s with with with thereinafter referred to as the with w
'Contractor') which expression shall unless repug	Contract by issue of Letter of Award
successors, administrators, executors and ass	for
No dated valued at	aying agreed to provide a Contract Performance
(Scope of Contract) and the Contractor i	or the faithful performance under the entire Contract
Guarantee of Rupees	Name and Address) having its Head Office
to . vveherei	nafter referred to as the 'Bank') which expression
ataball upless repugnant to the context or mea	Name and Address) having its Head Office nafter referred to as the `Bank') which expression ining thereof include its successors, administrators, undertake to pay, on demand any and all moneys
executors and assigns do hereby guarantee and	undertake to pay, on demand any and all moneys
payable by the Contract to the extent of	as aforesaid at any time upto
(day/month/year) without any demur, reservation	on, contest recourse or protest and or without any
reference to the Contractor. Any such demand	made by on the Bank shall be conclusive and
binding notwithstanding any difference between	and the Contractor or any guarantee from
time to time extend the time for performance	of the Contractor by the Contractor., shall have the
fullest liberty, without affecting this guarantee to	postpone from time to time the exercise of any
powers vested in them or of any right which the	ey might have against the Contractor and to exercise
the same at any time and any manner, and e	thetwoon and the Contractor or any other course of
covenants, contained or implied in the Contract	half not be released of its obligations under this
remedy or security available to . The Balik s	eference to the matters aforesaid or any of them or
presents by any exercise by of its liberty with the	nission on the part of or any other indulgence shown
by reason or any other acts of offission of com-	which under the law would but for this provisions have
by or by any other matter of thing whatsoever	Willow Grades
the effect of relieving the Bank.	be entitled to enforce this guarantee against the
The Bank also agrees that at its option shall be a principal debtor in the first instan	ce without proceeding against the Contractor and
notwithstanding any security or other guaran	ntee that may have in relation to the contractor's
liabilities	. U
Notwithstanding anything contained herein ab	ove our liability under this guarantee is restricted
to and shall remain in force t	ipto and including and shall be greated by
extended from time to time	for such period, as may be desired by
M/s.	to whose benair this guarantee has been given
All rights of under this guarantee shall be forf	to whose behalf this guarantee has been given. eited and the Bank shall be relieved and discharged arce a claim under this guarantee against the Bank
within six months from the above mentioned da	2024 at
within six months from the above mentioned day Dated thisday of	

Witness:	
(Signature)	(Signature)
(Name)	(Name)
(Official address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No	Date

Annexure-VIII

File No.POW-13099/3/2018-SECTION(POWER)-Dopt. of POWER

	(in words). We undertake to pay you, upon your first
written demand and	d without cavil of argument, a sum within the limits of (amount of quarantee) as afores

(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

(indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

(indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

(indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

(indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto...... It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee, Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto......of this guarantee all our liabilities under this guarantee shall cease to exist. dayof

Signed and sealed this2021..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

,1

File No.POW-13099/3/2018-SECTION(POWER)-Dept. of POWER

512021

(Designation) (Code Number) (Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Additional General Manager (HR&A), CS Cell

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