

West Bengal Transport Corporation Limited

(Formerly known as The Calcutta Tramways Company (1978) Limited)

(A Government of West Bengal Undertaking)

12, R. N. Mukherjee Road, Kolkata-700001.

Notice Inviting Tender

Ref:- e-Tender No. – WBTC/JMD/NIT-308/2019-20

Memo. No. **WBTC/JMD/NIT-308/2019-20 (2nd Call)**

Dated: 20.11.2019.

Notice Inviting e-Tender No. **WBTC/JMD/NIT-308/2019-20(2nd Call)** of Joint Managing Director WBTC, invites e-tender for the work detailed in the table below. **(Submission of Bid through online)**

List of Scheme:

Sl. No	Name of the work (1)	Reserve Price for 3 (three) years (Rs.) (2)	Earnest Money (Rs.) (3)	Price of Technical & Financial Bid documents and other annexures (Rs.) (4)	Period of Completion (5)	Name of the Concerned Officer (6)	Eligibility of Contractor (7)
1.	ADVERTISEMENT RIGHT ON 50 OLD TRAM CARS & 22 INNOVATIVE TRAMCARS (OUTSIDE BODY PANELS ONLY)	For 50 Old Trams Rs.2.25 Crore. For 22 Innovative Trams Rs.1.35 Crore	10,00,000/- (Ten lakhs Only) amount to be submitted Online from RBI enlisted Bank in favour of West Bengal Transport corporation Limited payable at Kolkata.	Nil	Nil	Jt. Managing Director, W.B. T.C.	1) Bonafide, resourceful contractor having experience of completion of similar type of jobs. 2) Intending tenderers must be financially sound and have their own infrastructure required for the job.

- 1) In the event of e-filing, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money may be deposited Online in favour of the **of WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401** and also to be documented through e-filing. **The RTGS/NEFT/Bank Transfer(in case of same bank & branch) receipt copy of the EMD is to be uploaded in the Technical Bid. In this connection, it is clearly to be noted that Waive of Earnest Money Deposit for SSI / MSME certificate holders will not be entertained under any circumstances. So all the participating tenderer have to deposit Earnest Money.**
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
- 3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 6
- 4) The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee' formed by the authority of WBTC The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2018-2019, Pan Card, GST Registration Certificate, Small Scale Industry enlisted Certificate, wherever applicable, are to be accompanied with the Technical Bid Documents.

[Non-statutory documents]

The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name alongwith applicant's name in such enclosure will be entertained.

[Non-statutory documents]

The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted. (Ref. Section – B, Form – III)

[Non-statutory documents]

Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.

Bid shall remain valid for a period not less than 180 (*one hundred eighty*) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

5) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	20.11.2019
2	Documents download/sell start date (Online)	20.11.2019 at 4.00 P.M
3	Documents download/sell end date (Online)	-----
4	Pre bid meeting to be held at Office of the Managing Director,	-----
5	Bid submission start date (On line)	20.11.2019 at 4.00 P.M
6	Bid Submission closing (On line)	11.12.2019 at 12 noon
7	Last Date of submission of original copies, the Earnest Money Deposit (Off line)	11.12.2019 at 12 noon
8	Bid opening date for Technical Proposals (Online)	13.12.2019 at 12 noon
9	Date of uploading list for Technically Qualified Bidder(online)	-----
10	Date of uploading the final list of Technically Qualified Bidder(online) after disposal of appeals, if any.	-----
11	Date for opening of Financial Proposal (Online)	To be decided after successful opening of technical bid

- 6) Earnest Money: The amount of Earnest Money of Rs.10 lakhs to be deposited Online in favour of the **WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401** against the work as per the NIT. **The RTGS/NEFT/Bank Transfer(in case of same bank & branch) receipt copy of the EMD is to be uploaded in the Technical Bid. In this connection, it is clearly to be noted that Waive of Earnest Money Deposit for SSI / MSME certificate holders will not be entertained under any circumstances. So all the participating tenderer have to deposit Earnest Money.**
- 7) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The tender accepting authority of WBTC reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
- 8) Refund of EMD: The Earnest Money of all the unsuccessful tenderers deposited in favour of WBTC will be refunded after finalization of the Tender on receipt of application from tenderers.
- 9) **Conditional / Incomplete/Counter clause tender will not be accepted under any circumstances.**

 Seal and Signature of the Tenderer

 Joint Managing Director
WBTC

WEST BENGAL TRANSPORT LIMITED
(A Government of West Bengal Undertaking)
12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

TENDER NO.: WBTC/JMD/NIT-308/2019-20(2nd Call)

ADVERTISEMENT RIGHT ON 50 OLD & 22 INNOVATIVE TRAM CARS (OUTSIDE BODY PANELS ONLY)

E-Tenders are invited from experienced, reputed resourceful and bonafide Advertising Firms for appointment as **Sole Concessionaire** to the Company for Advertisement- right on Outside Body and Roof Panels of Tramcars **for a period of 3 (three) years.**

Tender No.	I t e m	Reserved Rate for 3 years
WBTC/JMD/NIT 308/2019-20(2 nd Call)	50 Old & 22 innovative Tram Cars (Outside Body Panels and Roof Panels)	For 50 Old Trams Rs.2.25 Crore. (For 3 Years) For 22 Innovative Trams Rs.1.35 Crore (For 3 Years)

1. Reserved Rates have been fixed for total **3 years.**
2. Lump sum rates shall be quoted **separately** for Old & Innovative Tramcars for **3 years.**
3. Tenderers are required to deposit any **Earnest Money of Rs.10 Lakh** Online in favour of the **WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401.** The RTGS/NEFT/Bank Transfer(in case of same bank & branch) receipt copy of the EMD is to be uploaded in the Technical Bid. In this connection, it is clearly to be noted that Waive of Earnest Money Deposit for SSI / MSME certificate holders will not be entertained under any circumstances. So all the participating tenderer have to deposit Earnest Money.
4. The Company reserves the right to negotiate or to accept or reject all / any Tender fully or partly or divide the rights of advertisement on Tram.
5. **No counter clause shall be considered / accepted** and it will be considered as non-compliance of the terms of Tender.

Award of the Bid is at the sole discretion of the Company.

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ADVERTISEMENT RIGHT ON 50 OLD & 22 INNOVATIVE TRAM CARS (OUTSIDE BODY PANELS ONLY)

Tender No: WBTC/JMD/NIT-308/2019-20(2nd Call)

1. You are hereby invited to **offer your rate in lump sum for 3 years** the above Tender subject to fulfillment of minimum qualifications as stipulated in the guidelines for submission of Tender, attached hereto.
2. The Tender should remain valid for acceptance by the Company for a period of 6 (six) months from the date of opening.
3. The successful Tenderer shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules made there under.

The Company reserves the right to negotiate with all or to accept or reject all / any Tender fully or partly or to divide the rights of advertisement amongst Tenderers separately / exclusively without assigning any reason whatsoever. Award of the Bid is at the sole discretion of the Company.

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ADVERTISEMENT RIGHT ON 50 OLD & 22 INNOVATIVE TRAM CARS (OUTSIDE BODY PANELS ONLY)

Tender No: WBTC/JMD/NIT-308/2019-20(2nd Call)

1. E-Tenders are invited the experienced, reputed resourceful and bonafide Advertising Firms for appointment as a **Sole Concessionaire** to this Company for Advertisement Right on Tram Cars for a period of **three years** from the date of execution of the relevant contract.
2. Advertisement on Tram Car could be displayed only by painting/pasting of picture, vinyl/photographs (*subject to painting on the whole outside surface around the body of the Tram cars on each pasting and after defacing the Advertisement therefrom*) on both side panel (Top & Bottom), – Bottom Panel 24'-9" X 3'-3" – 2 pcs., 14'-0" X 3'-3" – 2 pcs., 6'-9" X 3'-3" – 2 pcs., Top Panel – 24'-9" X 1'-3" – 4 pcs. And rear side of Driver door panel- 5' X 3' =1 pc. . The advertisement will not be allowed on tapper portion of front coach and also back side of front coach and front side of Rear Coach (intermediate panel) and the area of tapper portion of rear coach of back side. The exterior surfaces of the Tram car as detailed above will be allowed for painting of advertisement with compatible **acceptable colour**.
3. ***Only one Lump sum Rate separately for 50 Old and 22 Innovative Tram cars (exclusive of all Taxes) shall be offered for 3 year i.e,***
 - (i) **For 50 Old Tram Cars = Quoted Rate for 3 years is Rs.....**
 - (ii) **For 22 Innovative Tram Cars = Quoted Rate for 3 years is Rs.....**
4. The Tenderer shall submit his Tender in such manner as stated above within the period specified in the Tender Notice.
5. The Tenderer must furnish **Banker's confirmation letter and credentials in support of last 3 (three) year's business,**
6. Tenderer should furnish valid **clearance Certificate from Income Tax along with a copy of PAN.** He should also furnish copy of a **GST Registration Certificate along with Trade Licence.**
7. The contract period shall start after 30 days from the expiry of the date of Letter of Award. There shall not be any further extension of the days.

8. **No Counter Clause** shall be considered/ accepted. It will be treated as non-performance of the Contract.
9. The Tenderer should furnish the details of his Organization indicating its constitution, i.e. whether it is a Sole Proprietorship Firm or a Partnership Firm/LLP or Company etc. and furnishes the same with addresses of Partners / Directors. The intended changes in the statue/status during the continuance of the work shall have to be informed to the Company before effecting such changes. If the name of a person appears more than once in offers against Tenders under different style, i.e. Proprietor in once Tender and Partner in another Tender, etc. all such offers would be liable to be cancelled even if any or such offers might have been the highest.
10. The Company **reserves the right to negotiate or to accept or reject** all/any Tenders fully or partly or divides the work of advertisement on Tram cars between two or more Tenderers separately/exclusively without assigning any reason whatsoever.
11. Selected Tenderer will be required to deposit a sum equivalent to **20 % (twenty percent) of the Total Contract Value for 3 years in advance as Security Money prior to execution of formal Agreement and commencement of contract, either by Pay Order/ Bank draft or furnish of Bank Guarantee on any Nationalized Bank in Kolkata.**
12. The **Earnest Money will be forfeited** if the successful Tenderer withdraws his Tender and/or fails to deposit the requisite amount of Rental & Security Money & and/or to execute a Formal Contract within the specified period in the manner stated hereafter.
13. The Earnest Money/Security Money as deposited will carry no interest and the Company will have the full liberty to resort to encash any draft deposited on account of Earnest Money/Security Deposit. Security Money will be refundable (subject to successful performance of contract) after expiry of 3 (three) months from the date of expiry of the Contract, subject to adjustment, if any, in respect of the dues payable to the Company whatsoever in any manner.
14. After full payment of the Security Deposit as stated above and payment of **Half-yearly** display charges for Advertisement-rights in advance and other Taxes, in full, as applicable the successful Tenderer will have to enter into a formal Agreement with the Company within 10 (ten) days from the communication of the acceptance of the offer.
15. The whole contract is to be executed in the most approved substantial and workman like manner in all respects in accordance with the conditions of the contract.
16. The concessionaire **shall not assign or transfer** the contract or any part thereof in any manner..

17. All matters of advertisement should be placed before the Company for approval. The Joint Managing Director or his authorized representative of the Company shall have the right to reject any 'matter' without assigning any reasons whatsoever.
18. Installation, erection and *paintings (subject to approval from Depot Authority)* shall have to be done by the Advertising Firms and all related cost and expenses shall have to borne by the Advertising Firm.
19. No defacement of advertisement from the bodies of the Tramcars will be allowed until it is properly oil painted after that. In addition, the successful Tenderer shall take care so that Tramcar does not get shabby looking while plying on road in the City.
20. The Municipal Taxes/ Penalties leviable by the virtue of any Sections of the KMC Act, in force shall be borne by the Advertising Firm in full, the Company will not be held responsible for default in payment by them. Further, **GST and any other Taxes** by whatever nomenclature if any, payable and/or applicable under any Act, in force shall be borne solely by the Advertising Firm in addition to the principal contractual amount payable to the Company.
21. Painting and fitting in/on Tram cars shall have to be done between 12 midnight and 4 a.m. inside different Depot premises and/or at such time as may be decided by the Company hereinafter.
22. **The Company does not bind itself to accept the highest bidder or any Tender and reserves to itself the right to negotiate with Tenderers or to accept or reject any or all the Tenders, either in whole or in part without assigning any reasons for doing so. Award of the Bid, of course is at the sole discretion of the Company.**
23. The Tender should remain valid for acceptance by the Company for a period of 6 (six) months from the date of opening of the Tender. The validity period may be extended by mutual consent which is absolutely at the discretion of the Company and the Tenderer shall not cancel or withdraw the Tender during the extended period of validity.
24. The Joint Managing Director, Works Manager or their authorized representative of the Company shall have the power to refuse any display of advertisement which in his opinion may be considered obscene or political in character or of a generally unsuitable character.
25. Passport size photographs of the workers of the Advertising Firm should be forwarded to Works Manager for issuing the entry passes for the purpose.
26. The total amount tendered for should be accepted in respect of a particular year has to be paid in equal 2 installments payable within the 1st week of commencement of each **half-year in advance** failing which the Company without prejudice to its other rights, reserves the right to terminate the contract giving **14 days' Notice** in writing and refuse to display any advertisement brought for the purpose.
27. Tram cars may remain temporarily out of service for repair or for such other reasons like temporary closure due to civic road repair, that beyond the control of WBTC. No claim will be entertained for rebate/adjustment of Rental for non-display of advertisement if a car remains out of service. The Company may replace some other Tram car, if necessary for display of advertisement provided the Company may deem it fit and proper. Advertisement-right on Tramcars does not necessarily mean to outshut all the Tramcars from the Depot at a time on road. Tramcars are parked in the Depot sometimes for their routine maintenance, over-hauling or sometimes for their extensive repair/renovation and also in case of massive accidents or occurrence of any unforeseen events or for other reasons which cannot be ascertained beforehand. The Advertising Firm shall not also object or claim compensation/rebate if the Company withdraws the Tram services from an existing route either temporarily or permanently or reorganize / rationalize the same.

28. For avoidance of doubt and disputes it is specifically stated that Tram cars plying in public streets and open to hazards common to all and the Company will have no liability if the advertisement on Tram car suffers defacement/soiling/or damage in any manner whatsoever by acts beyond the control of the Company and no claim for compensation in this connection will be entertained by the Company.
29. The Advertising Firm shall at all times indemnify the Company against all claims which may be made in respect of the work/contract for infringement of any right protected by Patent Registration of Design or Trade Mark or in respect of any injury or death caused to any Labour/Worker employed by the Advertising Firm or to any other person by fall of any fittings or parts of the hoardings, sign-board etc. of advertisement and/or by any manner whatsoever.
30. If the Advertising Firm contravenes any of the terms and conditions of the contract, the same shall be liable for immediate termination and the Company will be empowered to claim **Liquidated Damage at the rate of 10 %** of the Contract amount for the remaining period of the Contract which will be recovered from the Security Deposit and can claim separately for the balance if the amount of Security Deposit is insufficient after recover of the same, without prejudice to other rights and remedy the Company may be found entitled to under the Law and Equity.
31. In the event of any dispute or difference arising between the two parties hereto as to the construction or execution of the Contract or the respective rights and liabilities of the parties, such disputes or difference shall be adjudicated in the Court of Law of the competent jurisdiction in Kolkata.
32. The Contract is generally meant for three years, commencing from the date of execution of the Contract but the Company may, at any time giving three months' Notice in writing / or less than 3 months if the Company may deem to fit it and proper to terminate the Contract in the public interest and / or for the interest of the Company or in the change of Policy of the Govt. or issuance of any Govt. Order in this regard or contravention of any terms and conditions by the Advertising Firm. The Advertising Firm/ Agency will have no right to object to the same or demand any compensation or demurrage for such premature termination of the Contract by the Company.
33. After expiry of the Contract period or the period of Termination Notice for cessation of the Contract (in any manner whatsoever), the Advertising Firm shall have to deface and deface of Advertisement from the body of Tramcars and remove all the sign-boards, fixtures and materials from the allotted spaces within 14 days failing which this Company shall be at liberty to deface the same forthwith without giving any further Notice and the cost for defacement and demurrage charges shall be recovered from the Security Deposit of the Advertising Firm/ Agency or can claim separately if the amount of Security Deposit is insufficient after recovery of the same..
34. Incomplete Tender or Tenders submitted with qualifying conditions and variance with the terms and conditions of the Tender *ibid* are liable to be rejected.
35. The Tenderer shall have no right to issue addendum, to clarify amend, supplement or delete any of the conditions, Clause or items stated therein.
36. In case of **Tie** (i.e., same rates quoted by two or more Tenderers) in quotations, the decision to accept or reject any / all of the quotations shall be reserved with the Company and the Company shall have the right to negotiate or invite Fresh offer from the Tenderers.
37. Intending Tenderer(s) may obtain any clarifications in detail at their best satisfaction before submission of Tender which implies that the Tenderer(s) has obtained all the required clarifications and that he has agreed to all general terms and conditions herein specified.
38. Only one Tender is to be submitted by one Tenderer.

39. The engagement of labour during execution of work should generally to be in accordance with the Labour Laws, in force, of the Government.
40. Any loss / damage caused to the property of the Company during execution of work within the contract period, the same has to be made good by the Tenderer as per assessment of the Company.
41. **No piecemeal / on account payment of rental/ security deposit shall be allowed.** The Contract shall be liable to be cancelled if total half-yearly rental in advance are not paid in time.
42. *The Tenderer must obtain for himself at his own responsibility and at his own expense all the information, at his best satisfaction which may be necessary for the purpose of making a Tender and for entering into a Contract and all matters appertaining thereto.*
43. **No counter clause shall be considered / accepted** and it will be considered as non-compliance of terms of Tender.
44. The Company will have the full liberty to resort to encash the Earnest Money and Security Deposit against any amount payable to the Company.
45. **The Company reserves the right to negotiate with Tenderers or to accept or reject all / any Tender without assigning any reason whatsoever.**