(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1<sup>st</sup> Floor), DG Block, Sector II, Salt lake, Kolkata- 700091 Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Memo No: -3921/WBTDC/XII-260 Date: - 18-12-2017

#### NOTICE INVITING e-QUOTATION No:-22/ WBTDCL OF 2017-18 (Operations) 2nd Call.

e-Quotation is invited by the Managing Director, West Bengal Tourism Development Corporation Limited (WBTDCL) from the reputed bonafide and financially sound manufacturers/ Dealers /suppliers having sufficient experience in execution of similar works.

Name of work & date of opening super scribed on the envelope is invited by the WBTDC Ltd. for the work "Supply of Bed room Linens and other items" from the Manufacturers / Authorized Dealers having at least 5 (five) years experience & credentials in successfully executing similar nature / value of works for various units of WBTDCL for other Central/ State Government/PSU's.

Intending Tenderers must apply in writing together with documentary evidence in support of their experience and competence to execute such type of supplies/materials supported by valid documents related to I.T. & Authorized Dealership License proof, GST, IT and Professional Tax, etc. In the event of e-filing, intending bidder may download the Tenderers documents from the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> & <a href="http://wbtenders.gov.in">www.wbtdcl.com</a> directly with the help of Digital Signature Certificate.

Sd/-MANAGING DIRECTOR WBTDC Ltd.

#### Date and Time Schedule:

| Sl. | Particulars  | Date & Time           |  |
|-----|--|-----------------------|--|
| No. |  |                       |  |
| 1   | Date of uploading of N.I.Q. Documents (online) (Publishing Date) | 18.12.2017-16.55 Hrs, |  |
| 2   | Documents download/sell start date (Online)                      | 18.12.2017-17.00 Hrs, |  |
| 3   | Documents download/sell end date (Online)                        | 25.12.2017-17.00 Hrs, |  |
| 4   | Bid submission start date (On line)                              | 18.12.2017-17.00 Hrs, |  |
| 5   | Bid Submission closing (On line)                                 | 25.12.2017-17.30 Hrs, |  |
| 6   | Bid opening date for Technical Proposals (Online)                | 28.12.2017-11.00 Hrs, |  |

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# QUOTATION FOR SUPPLY OF BED/BATHROOM LINENS AND OTHER ITEMS TO WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED UDAYACHAL TOURIST LODGE (1ST FLOOR), DG BLOCK, SECTOR II, SALT LAKE KOLKATA- 700091

#### (TO BE WRITTEN ON TENDERER'S LETTERHEAD)

Last Date for Submission : 09/12/2017.

To
The MANAGING DIRECTOR
WBTDCL
UDAYACHAL TOURIST LODGE (1ST FLOOR),
DG BLOCK, SECTOR II,
SALT LAKE, KOLKATA- 700091

Dear Sir,

- 1. I / we, the undersigned having gone through the Tender Documents, understood the requirements and having read all the terms and conditions therein, submit the following:
  - (a) Particulars of the tenderer/ TECHNICAL BID (Annexure-I)
  - (b) The information and instructions duly signed by me / us as token of having read and understood the terms and conditions. (enclosed as Annexure- II)
  - (c) Draft Agreement duly signed by me/us as token of having read and understood the comments (enclosed as Annexure-III).
- 2. My / our offer is valid for a period of 1 (one) year from the date of opening of Financial Bid. I/we are fully aware that no change in the rates or terms and conditions of the Quotation is permitted due to any reason. In case, I/ we withdraw this tender before this period or delay in delivering the materials within the stipulated period, the Earnest Money Deposit and bills for already completed job shall stand forfeited.
  - 3. I/we agree to abide by all the terms and conditions as contained in the Tender Documents as well as the Agreement. I/we have understood that the conditional tender will be liable for rejection. Further, I/we have understood that the decision of the Management of the Corporation is final and Management is not bound to accept the lowest or any other Quotation it may receive. Expenses incurred by the tenderer in presenting or submitting this Quotation or preparation etc will not be reimbursed / refunded in the event of rejection.
  - 4. I/we agree to allow the committee constituted by the Managing Director of Corporation to inspect my/our shop and manufacturing unit.

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- I/we agree that the tenderer has to make a presentation of sample of cloth/material to a Committee constituted by Managing Director of the Corporation before opening the Financial Bid.
- 6. I/we agree to accept the payment upon 'supply done satisfactorily' certificate from the competent authority of the Corporation/Lodge, where Bed room Linens and other items to be supplied by me/us.
- 7. I/we understand that the materials are to be supplied as per the standards laid down by the Corporation and should be befitting of a Corporation of high status and glamour and I/We agree to abide by all the terms & conditions and undertake to maintain the requisite standards in this regard.
- 8. I/we agree that the Corporation reserves the right to reject any or all tenders without assigning any reason thereof.

|        | Signature of Authorized Signatory |   |
|--------|-----------------------------------|---|
|        |                                   |   |
|        | Address:                          |   |
|        | Seal                              | : |
|        | Tele no(s)                        | : |
| Dated: |                                   |   |

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Annexure I

#### **Quotation for Supply of Bed room Linens and other items**

#### **TECHNICAL BID**

(PLEASE STRIKE OFF WHICHEVER IS NOT APPLICABLE)

| 1. | Name of the Tenderer  |   |
|----|---|---|
|    | Son / Wife / Daughter of Shri   | :                                       |
|    | Age /D.O.B  | :                                       |
| 2. | Name of the Establishment   | :                                       |
|    | Permanent Address   | :                                       |
|    | Registered Office (if any)  | :                                       |
|    | Telephone No. (Office/Shop/Mobile)<br>(Residence)   | :                                       |
| 3. | Business Address  | :                                       |
| 4. | Email id  | :                                       |
| 5. | Status of tenderer (Whether Sole<br>Proprietor/HUF Business/<br>Partnership/Limited Company                     | :                                       |
| 6. | Status of the Signatory of this tender in case of HUF Business/<br>Partnership/Limited Company                  | :                                       |
| 7. | Names and Address of the Bankers  | :                                       |
| 8. | Details of licenses a. Trade License b. Sales tax Registration c. GST Registration (Photocopies to be enclosed) | : |
| 9. | Past Experience in the Trade (A brief/certificates to be enclosed)  | :                                       |

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- 10. Particulars of Income Tax, last
  Assessment with Permanent Account
  Number (photocopy to be enclosed)
- 11. Particulars of Earnest Money Deposit
- 12. Particulars of cost of tender documents, if downloaded from website

SIGNATURE OF THE TENDERER

**SEAL** 

#### NOTE:

- a) In case of sole proprietary concern, the name of the proprietor, father's/husband's name, age, residential address and office & residence phone numbers are to be indicated.
- b) In case of Partnership Concern, the Attested Photostat copy of the Registered Partnership Deed is to be enclosed. The Partnership Deed should state specifically that a particular partner or partners are authorized to deal with any matter of Firm/Company. Certified Photocopy of the Income Tax assessment of the Partnership Firm as well as Individual Partners (for last 3 years) is to be enclosed.
- c) In the case of HUF Business, an Income Tax Registration Certificate is to be enclosed in addition to the above as per (b).
- d) In all cases, Income Tax Clearance Certificate of the applicant / tenderer (valid as on date of submission of tender) should be enclosed.
- e) This covering letter written on company's letterhead must be attached with the Annexure as mentioned in Terms and Conditions to form part of technical Bid.

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Annexure II

#### WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED

#### **TERMS AND CONDITIONS**

- 1. As the tender is through e- tender site, there is no cost of documents.
- 2. Each tender shall be accompanied by a <u>Demand draft</u> covering the amount of <u>Earnest Money</u> (EMD) of Rs. 25,000/- (Rs. Twenty five thousand) only, In the event of e-filling, intending bidder may download the tender documents from the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> directly with the help of Digital Signature Certificate. Necessary Earnest Money has to be deposited by the bidder through the following payment mode as per Memorandum of Finance Department vide No. 3975- F (Y) dated 28<sup>th</sup> July, 2016.
  - a. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
  - b. RTGS/ NEFT in case of offline payment through bank account in any bank.
- 3. In addition to the earnest money, 10% of the gross estimate would be deducted from the successful Tenderer during the time of payment of bill as Security Deposit. Earnest money and security deposit would be refunded to the successful Tenderer after executing the total order.
- 4. The quantities are and shall be deemed to be only approximate and will not be in any manner what so ever binding on the Corporation.
- 5. The Tenderer shall supply all the materials as per specification mentioned in this document and submit samples of material as specified in the annexure before opening of Financial Bid.
- 6. The supplier shall provide, furnish and deliver the supplies at the Corporation and/or lodges at different places in West Bengal during the period of this contract, unless it is terminated earlier. The nature of the material as submitted by the selected supplier and description specified in the Quotation form, hereto shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the Corporation at rates and prices agreed to within a period of one year from the date of opening of the financial bid..
- 7. a. The material shall be of the best quality and of the exact kind, quality and description as demanded and if at any stage these are found unsuitable/sub-standard shall be liable to be rejected by the Corporation. The Tenderer must physically submit samples of material at the WBTDC HO at the time of uploading the Quotation or subsequently when called for. The decision of the Corporation in this regard shall be final and binding on the Tenderer.
  - b. In case the material or any part thereof has been rejected, the Corporation shall not be required to assign or give any reason for such rejection and their decision shall be final. In case of any of the said material being rejected or not being supplied as aforesaid, the Corporation shall be at liberty to purchase the same at the cost and expenses of the supplier and the supplier shall on

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demand, pay to the Corporation all such extra costs, charges and expenses as shall or may be incurred or sustained in procuring the same and/or the extra amount spent by the Corporation on account of such purchases, shall be deducted from the security/running bills. In case of repeated defaults, the Corporation reserves the right to terminate the contract and the supplier shall have no right to any compensation or damages in this regard.

- c. As 100% inspection of the material is not possible or practicable at the time of supply, the supplier shall be responsible to accept back and replace all such material, which are on inspection/opening/checking/use found unsuitable or below the standards quality of the sample supplied and approved by the Corporation. In case of failure of the Supplier to do so, the Corporation shall have the right to reject the entire supply order.
- d. The quantities shown in the 'Schedule' are only estimated requirements. The Corporation reserves the right to increase/decrease the quantities. The Corporation also reserves the right to place orders for any item/items of the purchase order throughout the currency of the contract and the supplier shall not be entitled to claim any compensation or damage.
- e. The supplier shall maintain proper date wise record of all indents placed on them by the Corporation for effecting supplies. If telephonic indents are placed at any time, the supplier shall ensure that such telephonic orders are followed with written indents.
- f. The supplies must be accompanied by proper dated challans/advices mentioning therein separately, the quantity ordered and quantity supplied in respect of each item.
- g. In the event of failure on the part of the 'Supplier' to supply the material, in accordance with the conditions entered herein, the Corporation shall have the right to make alternative arrangement at the cost and risk of the supplier. The supplier shall reimburse the extra cost to the Corporation and in case of his failure to do so the Corporation shall have the right to recover the amount from the security deposit of the supplier any dues owed to the Corporation by the supplier. It should be clearly understood that the Corporation's right and the supplier's obligation for compensation is not limited to the extent of security deposit and/or the dues owed and the Corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and/or the dues available with the Corporation. The Corporation has a right to withhold the Security Deposit and appropriate the same if need be until the dues of the supplier are fully settled.
- 8. In case of breach of any of the conditions stipulated herein the Corporation shall be at liberty to terminate the contract without prejudice to the right of the Corporation to claim damages on account of breaches thereof in the same manner as at (8) above.
- 9. The supplier shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation in making the supplies hereby/contracted for, nor shall be the suppliers either directly or indirectly, give or promise to pay or give, or permitted to be given to any person or persons or in any

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department under the Corporation, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.

- 10. The supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the Management or performance thereof, without the written permission of the Corporation.
- 12. a )The bills for the supplies as aforesaid may be preferred by the supplier to the Corporation after supply of material to Corporation and/or Tourist Lodges. The bills should be supplied in the form of proper printed Tax Invoice, serially numbered and in no case on letterheads. The bills should be submitted along with duplicate challans having signature of concerned official/Manager as "Received". Upon receiving the bill Corporation will process the bill for payment on supplies already supplied subject to satisfactory certificate from the concerned official/Manager of Lodge.
  - b) No excess amount other than the quoted amount as per schedule will be admissible for payment. Only the Transportation cost in actual for individual Tourist Lodges, if any, may be reimbursed on production of actual voucher and/or certification
  - c) Any over payment of the Supplier's bills for the supplies supplied under these terms and conditions shall be recovered from the supplier's bills subsequently submitted for payment and if such over payments or any portion thereof or thereafter remitted by the supplier the amount so recovered will be refunded to the supplier. The Corporation shall have the right to recover the overcharges, from the security deposit as well.
- 13. The Corporation shall pay for such approved material as shall be supplied by the supplier and accepted by the said committee/officers for and on behalf of the Managing Director of the Corporation under or by virtue of these terms and conditions at the rates and prices which will be specified and contained in the Schedule after the Quotation has been approved.
- 14. The latest Income Tax assessment order and the Income Tax Return will accompany each Quotation.
- 15. Quotations from suppliers with sound financial standing and capacity will only be considered. No interest will be payable on Earnest Money/Security Deposit. Tenderer withdrawing before the announcement of successful Tenderer shall be liable to have his earnest money forfeited.
- An agreement (copy attached) is to be signed with the Corporation embodying all terms and conditions of the Quotation before the order are placed by the Corporation, after the receipt of acceptance letter from the Corporation. The cost of the stamp papers of appropriate value shall be borne by the supplier.
- 17 The Security Deposit shall be deposited within 5(Five) working days from the receipt of acceptance letter from the Corporation. This amount to the extent not

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appropriated by the Corporation in the manner aforesaid, shall be refundable after due execution of the contract in case of linen items. For items other than linen, the security deposit will be released after expiry of the warranty period or one year from the date of supply, whichever is earlier.

- 18. Maximum period for each Quotation that will hold well must be mentioned. The Quotation must hold good for **one year** after opening of the financial bid. In the event of the agreement being extended, the Management reserves the right to call upon the supplier to continue the supplies for a further period of one year in excess of the contracted period at the rates of the immediately preceding month, provided such an extension is supplied before next year's Quotations are accepted by the Corporation and communicated to the concerned supplier. Similarly, the Management reserves the right to defer the commencement of the supply period by three months.
- 19. Every Tenderer should give separate rate for the materials as specified in the Annexure IV. The rates would be inclusive of Sales Tax, GST or any other applicable Govt. taxes and incidental charges.
- 20. The Corporation reserves the right to accept whole or part of the Quotation. Corporation also reserves the right to split the Quotation and award the contract item wise.
- 21. Taxes and/or duties as may be applicable would be deducted from the gross value of the bills as per rules extant at the time of payment.
- 22. In the event of a dispute arising between the supplier and the Corporation during the currency of the contract or after the conclusion thereof, the same shall be referred to the Sole Arbitration of the Chairman, Board of Directors or the Officer appointed by him and his award shall be final and legally binding on both the parties and there will be no objection to this effect that the officer who has been appointed by the Chairman is an employee of the Corporation or that in course of his dealing with official matter he has expressed any opinion on this subject.
  - a) Subject to the above, COURTS in Kolkata alone will have the jurisdiction in this regard.
- 23. Quotations received after stipulated time and period for any reason will not be entertained in any circumstance.
- 24. The following terms used in the foregoing paragraphs shall have the meaning given against each:
  - a) Corporation' means WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED.
  - b) 'Supplier' means the successful Tenderer to whom the contract is awarded.
  - c) 'Officer' means the officer named by the MANAGING DIRECTOR of the Corporation to receive and inspect the supplies.
  - d) 'Chairman' means the Chairman of the Board of Directors of the Corporation.

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- 25. Rate per unit given on bid should be valid for 1 year from the date of opening of the financial bid.
- 26. Bed Linens and other items are required for various Tourist Lodges under WBTDCL. Actual Transportation charges for supplying bed linens of various Tourist lodges will be provided from WBTDCL HO /concerned tourist lodge on production of supporting vouchers. Successful bidders must submit bills in order to proceed with the transportation fees for supplying bed linens on various tourist Lodges under WBTDCL.
- 27. The quantity mentioned in the tender are indicative and may very as per actual requirement.

#### **SUMMARY OF SPECIFICATION OF MATERIAL**

| SI. No. | Name of the<br>Articles | Size  | Minimum Specification   | Brand  |
|---------|-------------------------|---|---|--|
| 1.      | Single Bed<br>Sheet     | 72" X 110 "   | WHITE Self Striped Cotton material. T.C.  | Bombay<br>Dyeing, Binny,                             |
| 2.      | Double Bed<br>Sheet     | 100" X 110"   | Minimum 250 Good finish, slight lustre, Non-creased fabric, free from stains. WB Tourism Logo to be stitched  | Mafatlal,<br>Raymond                                 |
| 3.      | Bath Towel              | 30" X 60"   | WHITE Cotton Min 450 GSM) for Bath  | Bombay   |
| 4.      | Hand Towel              | 16" X 26"   | Towel and 150 GSM for Hand towel. Absorbent, soft, gentle on the skin, lint- free. Turkish Towelling using pile weave ( Terry weave). The loops of the towels should be at least 1/8" high for good absorbency. The selvedge for towelling should be firmly woven and ¼ inch wide. WB Tourism Logo to be stitched | Dyeing,<br>Trident,<br>Jockey,<br>Mafatlal,<br>Binny |
| 5.      | Pillow Case             | 19" X 29" Or 21" X 31"  | WHITE Cotton T.C. Minimum 220; WB Tourism Logo to be stitched   |  |
| 6.      | Pillow                  | 18"x28" or 20"X30"  | WHITE CASING COTTON MATERIAL. FIBRE/POLYFILL, Min 250Gm   | Kurlon, Godrej<br>Sleepwell,                         |
| 7.      | Duvet                   | SINGLE – 53" X 78" (APPROX WEIGHT 1.5 KG) DOUBLE - 78" X 78" (APPROX WEIGHT 1.9-2.0 KG) | White, Poly MICRO FIBRE, MIN.250 GSM, SOFT POLYFILLING TOG 9-10.5.Minimum fabric thread count 210, with low air permeability. Fabric weight should be at least 3.5 oz/yd2   | Bombay<br>Dyeing, Binny,<br>Mafatlal,<br>Raymond     |
| 8.      | Duvet Cover             | SINGLE – 55" X 80" (APPROX WEIGHT 1.2 KG) DOUBLE - 80" X 82" (APPROX WEIGHT 1.9-2.0 KG) | White, Min 200 T.C. 60% COTTON + 40% SYNTHETIC,   |  |
| 9.      | Mattress Single         | 5"-6" Thickness<br>3ft X 6.5ft  | Multilayered Mattress<br>Support Layer: Choir:  | <u>Kurlon</u><br>, <u>Sleepwell</u> ,                |

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| 10. | Mattress<br>Double    | 5"-6" Thickness<br>6ft X 6.5ft | Comfort Layer: PU Foam Upholstery: With 1.2# min density. Hospitality quality polycotton for firm yet comfortable support. Min Warranty 5 years   | Duroflex, King Koil, Sleepzone, Springwel, Godrej, U- foam, Kurl on                                 |
|-----|-----------------------|--------------------------------|---|---|
| 11. | Mattress<br>Protector |                                | Top surface is made of Hypoallergenic cotton terry, noiseless, natural absorbent of moisture. Cotton lycra casing on all four sides which are elasticated to hold mattress perfectly.  100% Waterproof with Airflow Technology to allow air to circulate through the protector, but repels liquids. | Kurlon<br>,Sleepwell,<br>Duroflex, King<br>Koil,<br>Sleepzone,<br>Springwel,<br>Godrej, U-<br>foam, |

#### Signature of Tenderer with seal

Annexure III

#### **DRAFT AGREEMENT**

THIS AGREEMENT supplied this day of Two Thousand between (herein called the supplier) which term shall, unless excluded by or its repugnant to the context, be deemed to include his heirs, representations, successors and assignees) having its office at of the one part and the West Bengal Tourism Development Corporation Limited, Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Salt lake, Kolkata-700091, herein after called the Purchaser (which term shall unless excluded by/or repugnant to the context, be deemed to include its Managing Director, members of Board of Directors, Officers or any of them specified by the Chairman in this behalf, & shall also include its successors and assignee) of the other party. Whereas the Corporation wishes to purchase Bed room Linens and other items for its Lodges situated at different places of West Bengal for which Quotations were invited and where as the Supplier has submitted the Quotation which has been accepted by the Purchaser.

Now it is hereby agreed between the parties as follows: -

1. The supplier agrees commencement of supplies from the date of signing of the agreement and shall remain in force (unless terminated earlier as provided hereinafter) for the period up to one year. The Corporation also reserves the right to terminate the

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contract at any time and without assigning any reasons, by giving to the Supplier seven days notice in writing of its intention to do so and the Supplier shall not be entitled to any compensation by reasons of such earlier termination.

- The supplier agrees to be responsible for performing all or any of the services detailed in and arising out of the contract at all hours of the day & night without any additional remuneration or claim & without any demur when so directed by the purchaser or by any officer authorized in this behalf.
- 3. The purchaser reserves the right to place the contract for supply simultaneously or at anytime during this period with one or more suppliers. Mere mention of any articles or quantity does not by itself confer a right on the supplier and the supplier shall not have a claim to exclusively supply such an item.
- 4. The supplier agrees to provide, furnish and deliver at the premises of Corporation or at any place advised by Managing Director of Corporation during the period of this contract the articles of the nature and description specified in Schedule 'II' hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract, in such number quantity and specified quality as may from time to time be required for and on behalf of the Corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.
  - a) The articles shall be of the best quality, and of the exact kind, quality and description demanded and shall be liable to be rejected by the Company or any officer authorized by Managing Director on his behalf by the purchaser to inspect and reject goods supplied by the party, if any, item is not up to the required standards.
  - b) The supplier understood that in case, the said articles or any of them shall be so rejected, the said officer shall not be required to assign or give any reason for such rejection and the decision of the officer shall be final, conclusive and binding upon the purchaser. In case any of the said articles are rejected or not supplied on time as aforesaid, the Corporation shall be at liberty to procure the same or such other articles as may be required on that behalf, at the cost and expenses of the Supplier and the Supplier shall, upon demand pay to the Corporation all such costs and charges and expenses and interests as shall or may be incurred or sustained in procuring the same. The Corporation shall be at liberty to retain the said sums from the amount of any bills that may or shall become due to the supplier or the amount of Security Deposit submitted by the supplier for the due performance of this contract.

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- c) The Supplier agrees to maintain proper date-wise record of all indents placed on him by the Corporation for effecting supplies. If the Corporation places telephone indents at any time, the Supplier shall maintain similar record for the same. They shall ensure that such telephonic indents are followed by written indents at the earliest.
- d) Supplies must be accompanied by a proper and dated challan/advice mentioning there in separately the quantity ordered and quantity supplied in respect of each item.
- 5. No guarantee can be given by the Corporation as to the definite volume of supply which the Supplier will be required to supply at any time throughout the period of contract.
- 6. The Supplier agrees to deposit with the Purchaser an amount of 10% of total bill value as Security Deposit. In the event of the supplier committing any breach of the terms and conditions of the agreement, the purchaser may without prejudice the other rights and remedies are entitled to forfeit the security deposit or any part thereof. In such an event the supplier shall pay in the same manner such additional sum immediately as he may be called upon by the purchaser to pay so that the security deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration of earlier determination of the contract, the purchaser shall return the security deposit or part thereof which has not been forfeited as aforesaid to him, without interest.
- 7. The supplier understood that in case of breach of any of the conditions of this agreement and the terms and conditions of the contract, which shall form part of this agreement, the Corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the Corporation to claim damages on account of antecedent breaches thereof.
- 8. The Supplier agrees not to be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation in making the supplies hereby contracted for, nor shall the Supplier either directly give or promise to pay or give or permitted to be given to any person in any department under the Corporation, money or gratuity, fee or reward for any matter or thing in any way relating to the performance of the contract.
- 9. The Supplier agrees not to assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the Corporation.

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- The bills for the articles supplied as aforesaid may be preferred by the Supplier to the Corporation within a month from the date of actual delivery of the articles. Any other payment of the Supplier's bill for the material supplied under these terms and conditions shall be recovered from the Suppliers from his bills subsequently submitted for payment and if such overpayments or any portion thereof is thereafter remitted by the Supplier the Corporation shall have the right to recover the overcharges from the security deposit as well. The bills shall be supplied on proper printed Tax Invoice serially numbered and not on letterheads.
- 11. The Corporation agrees to pay or cause to be paid for approved articles as shall be supplied by the Supplier and accepted by the officer for on behalf of the Corporation under or by virtue of this agreement at the rates and prices for particulars specified and contained in the schedule 'II' hereto Annex IV. In case there is any rise of prices in the market, the Supplier will under no circumstances charge higher rates than the contracted rates. No excess amount other than the quoted amount as per schedule will be admissible for payment. Only the Transportation cost in actual for individual Tourist Lodges, if any, may be reimbursed on production of actual voucher and/or certification
- 12. The Supplier agrees that in the event of a dispute arising between the Supplier and Corporation during the currency of the contract or after the conclusion thereof, the same shall be referred to the sole Arbitration of the Chairman, Board of Directors of the Corporation or any Officer appointed by him and the decision given by him shall be final and legally binding on the parties and there will be no objection to this effect that the officer who has been appointed by the Chairman is an employee of the Corporation or that in course of his dealing with official matters he has expressed any opinion on this subject.
- 13. The Supplier agrees to supply the contracted items for three months in excess of contract year on the contract rates, if required by the above officer to do so.
- 14. The Supplier agrees to deposit the security amount within five working days of the receipt of acceptance letter from the Corporation. This amount shall be retained by the Corporation and shall be refundable to the extent not appropriated or adjusted by the Corporation in terms of this agreement, after successful performance of the contract.
- 16. The Supplier agrees that In the event of the contract being extended, the Management reserves the right to call upon the Suppliers to continue the supplies for another year in excess of the contracted period at the same rate, terms and condition. The Management reserves the right to defer this commencement of the supply period by three months.
- 17. The supplier understood that all documents in this Quotation including annexure I, II, III and IV will form part of this agreement.

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18. Rates received for bundled / multiple items wherein the rate of certain item/s are higher shall not qualify for consideration or acceptance even if the other item/s qualify for consideration/acceptance.

18. Subject to Clause 12, COURTS at Kolkata alone will have jurisdiction. Cost of stamp paper shall be borne by the Supplier.

IN WITNESS TO THIS parties above mentioned have signed the contract on the date and. year first stated above.

#### IN PRESENCE OF

1.

2.

Signed and delivered by the above named Supplier/supplier

#### IN WITNESS OF

1.

2.

Signed and delivered by

**Managing Director** 

WBTDCL