(A Govt. of West Bengal Undertaking)

**DG Block, Sector-II** 

Website: www.wbtdcl.com

No.849/WBTDCL-WBTDCL-11012(17)/9/2018-GM(WBTDCL) Date: - 07.08.2019

#### NOTICE INVITING e-TENDER Notice Inviting e-Tender No.29 //WBTDCL OF 2019-20 (Operations)

#### TENDER FORM

#### NOTICE INVITING e-TENDER FOR FURNITURE AT BATABARI TOURIST COMPLEX OF WBTDCL

e-Tender is invited by Managing Director, West Bengal Tourism Development Corporation Limited from the reputed bonafide financially sound manufacturer/establishment/contractor/dealers having sufficient experience in execution of the following works for supply and installation of FURNITURE at BATABARI TC of WBTDCL

Details are as follows

The Tender document along with terms and conditions can be downloaded from the website www.wbtdcl.com & www.wbtenders.gov.in

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents (online) (Publishing Date)	08.08.2019, 17:30 hrs
2	Documents download/sell start date (Online)	08.08.2019, 17:30 hrs
3	Documents download/sell end date (Online)	30.08.2019, 17:30Hrs
4	Bid submission start date (On line)	08.08.2019, 17:30 hrs
5	Bid Submission closing (On line)	30.08.2019, 17:30Hrs
6	Bid opening date for Technical Proposals (Online)	02.09.2019, 11:00 Hrs

The Management reserves the right to reject any or all applications without assigning any reason thereof.

<u>Sd/-</u> Managing Director, WBTDC Ltd.

Last Date for Submission:

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Website: www.wbtdcl.com Time :

To The Managing Director, WBTDC, Saltlake,Kolkata

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 tender documents: -

- 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. I/we agree to execute an agreement in format prescribed on my/our selection as successful tenderer and Draft Agreement duly signed by me/us as token of having read and understood the comments (enclosed as Annexure-III).
- d. Financial Bid (Annexure IV)to be quoted in the scheduled BOQ
- e. Annexure V Price schedule
- f. All the above will form the part of Agreement.

2. My / our tender is valid for a period of 6 (six) months 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 tender is permitted due to any reason. In case, I/ we withdraw this tender before this period or delay in delivering the equipment within the stipulated period, the Earnest Money Deposit and bills for already completed job shall stand forfeited.

3. I/we agree to engage qualified and trained staff fully conversant with the job and shall bear their salaries, wages and perks incidental expense including medical expense, if any. I/we will also adhere to Labour Laws, Social Legislation or any law as required under the Laws of the Land.

4. I/we agree to abide by all the terms and conditions as contained in the Tender Documents as well as in 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 WBTDC is final and Management is not bound to accept the lowest or any other tender it may receive. Expenses incurred by the Tenderer in presenting or submitting this Tender or preparation etc will not be reimbursed / refunded in the event of rejection.

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5. I/we agree to allow the authorized representatives/officers of WBTDC to inspect my/our establishment and workshop unit before acceptance of tender.

6. I/we agree that the tenderer has to make a presentation regarding the supply and installation of the equipments to a Committee constituted by Managing Director, WBTDC before opening the Financial Bid.

7. I/we understand that the work to be executed as per the standards and specifications laid down by WBTDC in tender document 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 Institute 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

### e-TENDER FOR FURNITURE AT BATABARI TOURIST COMPLEX OF WBTDCL

(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 Firm (Company)	:	
		Permanent Address	:	
		Registered Office (if any)	:	
		Telephone No. (Office/Factory) (Residence)	:	
3.		Address of Factory/Manufacturing/Dealer unit :		
4.		Status of Tenderer (Whether Sole Proprietor/HUF Business/ Partnership/Limited Company	:	
5.		Status of the Signatory of this Tender in case of HUF Business/ Partnership/Limited Company	:	
6.		Names and Address of the Bankers	:	
7.		Details of licenses a. Trade License b.GST (Photocopies to be enclosed)	••••••	
8.		Past Experience in the Trade (A brief/certificates to be enclosed)		:
9.		Particulars of Income Tax, last		

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:

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Assessment with Permanent Account	
Number (photocopy to be enclosed)	:

- 10. Particulars of Earnest Money Deposit
- 11. Particulars of payments towards the cost of tender documents, if downloaded from website

#### SIGNATURE OF THE TENDERER

SEAL

#### <u>NOTE :</u>

- 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 Annexures as mentioned in Terms and Conditions to form part of technical Bid.

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Annexure II

#### **GENERAL TERMS AND CONDITIONS**

#### APPLICATION:

- 1. As the tender is through e- tender site, there is no cost of documents.
- 2. Each tender shall be accompanied by a Demand draft covering the amount of Earnest Money (EMD) of 2% of the Total estimated Amount(as in BOQ) 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.
  - c. Earnest money will be treated as Security Deposit for the successful bidder and would be refunded to the successful bidder after executing the total order. Bidders exempted of Tender Fee/EMD, if selected, will deposit equivalent amount of EMD as Security Deposit within 7(Seven) days of announcement of the job award, on receipt of which, WO would be issued to the concerned party. The Security Deposit would be refunded after the final Bill settlement or Warranty period whichever is later, in case there is no deduction/penalty as would be deemed fit by Authority.

## d.

#### PRE- BID MEETING:

3. The intended supplier should be present at the office for a pre-bid meet as per scheduled date for any query whatsoever w.r.t the published Tender.

#### ELIGIBILITY CRITERIA:

- 4. The intended supplier should have experience of performing similar nature of works for atleast 3(Three) years, with experience of performing similar nature of works, with State/Central Govt departments and/or Corporations/PSUs and reputed Public/Private organizations specialized in star category Hotels and having average annual turnover of last 2 financial years being Rs 1.50 Crores and over (Certified proof to be attached).
- 5. The prospective bidder should have an establishment/work shop/manufacturing unit in West Bengal, preferably in or around Kolkata &/or Siliguri

#### **EXEMPTION:**

6. Exemption of Tender fee & EMD will only be given to MSME/NSIC registered bidders.

#### SUBMISSION:

7. As per scheduled date mentioned in the NIT Page 1.

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- 8. Every Tenderer should give separate rate for the materials as specified in the Annexure IV. The rates would be based on the Estimated Total amount as mentioned in BOQ and inclusive of procurement/manufacturing, delivery, fitting, installation. Applicable Taxes would be extra.
- 9. 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.
- 10. The latest Income Tax assessment order and the Income Tax Return will accompany each Quotation.
- 11. Quote should be all inclusive of production, supply, installation etc. 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.

#### SELECTION:

- 12. Quotations received after stipulated time and period for any reason will not be entertained in any circumstance.
- 13. The Financial bid of only those Tenderers would be opened who qualify in Technical Bid.
- 14. 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.
- 15. 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.
- 16. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of WBTDC, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

#### SUPPLY/PENALTY/MISCELLANEOUS:

- 17. 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.
- 18. The quantity mentioned in the tender are indicative and may vary as per actual requirement.
- 19. 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, if asked by Management.

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- 20. 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.
- 21. 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 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 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

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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.

22. 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.

#### PAYMENT

- 23. The Corporation shall pay for such approved material as shall be supplied by the supplier and accepted by the said committee/officers (in this case, the concerned TL Manager, Engineer, Architect/Contractor associated with a particular TL and/or any Authority designated by WBTDC for the purpose) 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.
- 24. Duly certified Bills along with proper challan & WO for a particular TL may be submitted at WBTDC HO after successful completion of work. No advance payment will be entertained. Bidders working for multiple Tourist Lodges may submit Bills in aforesaid format on completion of work for each Tourist Lodge individually.

#### VALIDITY:

25. 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

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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.

#### ADMIN ISSUES/CONFLICT/JURISDICTION:

- 26.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.
- 27. 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 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.
- 28. 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.
- 29. 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.
- 30. 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<sup>'</sup> 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.

SIGNATURE OF THE TENDERER SEAL

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#### Annexure III

#### DRAFT AGREEMENT

THIS AGREEMENT made this	day	of	Two Thousand
	between		
	(herein cal	led the supplier) v	which term shall,
unless excluded by or its repugnan	t to the context, be deemed t	o include his heirs,	, representations,
successors and assignees having its	s office at	of the one part	and West Bengal
Tourism development Corporation	Ltd, DG Block, Sector-II, Saltl	ake, Kolkata herei	n after called the
Purchaser (which term shall unless	s excluded by/or repugnant to	the context, be d	eemed to include
its Chairman, Managing director, (	Officers or any of them specif	ied by the Managir	ng director in this
behalf, & shall also include its suce	cessors and assignee of the oth	ner party.	

Whereas the Institute wishes to purchase <u>------</u> for which tenders were invited and where as the Supplier has submitted the tender which has been accepted by the Purchaser.

This agreement witnesses as under:-

- 1. That the supply of equipment will be completed within 30 days after executing of this agreement. WBTDC reserves the right to terminate the contract at any time and without arising any reason by giving to the contractor/supplier Three days notice in writing or its intention to do so and the contractor shall not be entitled for any compensation by the reasons of such termination.
- 2. That in case of, the equipments are not supplied by the suppliers/contractors, WBTDC may purchase/procure the material from the open market or other schedule contractors. In that case, the additional cost of the equipment will be deducted from the supplier/contractor from the earnest money or any other dues from the Institute. If the additional amount is more than the earnest money deposit, then the contractor should liable to pay the difference amount to the Institute. The entire cost and risk will born by the supplier/contractor.
- 3. That Earnest money will be treated as Security Deposit for the successful bidder and would be refunded to the successful bidder after executing the total order. Bidders exempted of Tender Fee/EMD, if selected, will deposit equivalent amount of EMD as Security Deposit within 7(Seven) days of announcement of the job award, on receipt of which, WO would be issued to the concerned party. The Security Deposit would be refunded after the final Bill settlement or Warranty period whichever is later, in case there is no deduction/penalty as would be deemed fit by Authority.

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- 4. That the supplier shall provide, furnish and deliver the supplies at the premises of Concerned Tourist lodge within the specific time frame of this contract, unless it is terminated earlier. The nature of the equipment and description specified in the tender form hereto shall be taken as a part of this contract including **General Terms & Conditions** as annexed II.
- 5. That in case the equipment or any part found not as per specification and thereof has been rejected, WBTDC 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 equipment being rejected or not being supplied as aforesaid, WBTDC shall be at liberty to purchase the same at the cost and expenses of the supplier and the supplier shall on demand, pay to the institute 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 WBTDC on account of such purchases, shall be deducted from the security/running bills.
- 6. That the supplies must be accompanied with proper dated challans/advices mentioning therein separately, the quantity of ordered and quantity supplied in respect of each item.
- 7. That in the event of failure on the part of the 'Supplier' to supply the equipment, in accordance with the specification notified and the conditions entered herein, the Institute shall have the right to make alternative arrangement at the cost and risk of the supplier. The supplier shall reimburse the extra cost to WBTDC and in case of his failure to do so WBTDC shall have the right to recover the amount from the security deposit of the supplier of any dues owed to WBTDC by the supplier. It should be clearly understood that WBTDC's right and the supplier's obligation for compensation is not limited to the extent of security deposit and/or the dues owed and WBTDC 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 WBTDC. WBTDC 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. That in case of breach of any of the conditions stipulated herein WBTDC shall be at liberty to terminate the contract without prejudice to the right of WBTDC to claim damages on account of breaches thereof in the same manner as stated above.
- 9. That 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 WBTDC 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 department under the institute, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.
- 10. That 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 WBTDC.

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- 11. 11. That the bills for the supplies as aforesaid may be preferred by supplier on WBTDC after the supply and successful installation/commissioning of the equipments, accessories and all other materials and proven performance proper execution of the supply. The bills should be made on proper printed bill with serial numbered and in no case on the letterheads. The bills should be submitted along with duplicate challans having signature of concerned Institute authorities. Upon receiving the bill WBTDC will process the bill for payment subject to satisfactory certificate from the competent authority.
- 12. That the supplier/contractor shall furnish a warranty in the format enclosed on Stamp Paper or on plain paper of Rs.100/-.
- 13. That any over payment of the Supplier's bills for the supplies made 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. WBTDC shall have the right to recover the overcharges, from the security deposit as well.
- 14. That WBTDC 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 WBTDC 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 tender has been approved.
- 15. That the latest Income Tax assessment order and the Income Tax Clearance Certificate will accompany each tender. In case the Income of the supplier is not taxable, an affidavit to this effect may be attached to the tender.
- 16. That the Security Deposit shall be refundable after due performance of the agreement or audit of accounts whichever is later.
- 17. That TDS (Income Tax) would be deducted from the gross value of the bills as per rules.
- 18. That in the event of a dispute arising between the supplier and WBTDC during the currency of the contract or after the conclusion thereof, the same shall be referred to the Sole Arbitration of the Chairman, WBTDC 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 WBTDC or that in course of his dealing with official matter he has expressed any opinion on this subject.
- 19. Subject to clause 27 above, Courts at Kolkata alone will have the jurisdiction.

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

# West Bengal tourism Development Corporation Limited (A Govt. of West Bengal Undertaking) DG Block, Sector-II Website: www.wbtdcl.com IN PRESENCE OF Signed and delivered by the above named contractor/supplier 1. 2. IN WITENESS OF Signed and delivered by **Managing Director**

#### Note:

1.

2.

- 1. 'WBTDC' means 'West Bengal Tourism development Corporation Ltd
- 2. 'Supplier' means the successful tenderer to whom the contract is awarded.
- 3. 'Contractor' means the successful tenderer to whom the contract is awarded.
- 4. 'Officer' means the officer named by the Principal/Secretary of the Institute to receive and inspect the supplies.
- 5. 'Chairman' means the Chairman of Board of Governors of the Institute/Society.

Signature of Tenderer with seal

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### WARRANTY FORM

The contractor/seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause ...... Hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of ...... days/months from the date of delivery of the said goods/stores/articles, if during the aforesaid period of ...... days/months the said goods/stores/articles by discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc., shall apply. The contractor/seller shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by the purchaser otherwise the contractor/seller shall pay to the Purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

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INSTRUCTION TO BIDDERS

#### General guidance for e-Tendering:

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

• Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to http://wbtenders.gov.in The contractor is to click on the link for e-Tendering site as given on the web portal.

• Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. Above. DSC is given as a USB e-Token.

- The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. Using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- Participation in more than one work

A prospective bidder shall be allowed to participate in the 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.

• Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

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Website: www.wbtdcl.com

#### Technical Proposal:

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

#### (a). Statutory Cover Containing the following Primary documents:

- Pre-qualification Application
- N.I.Q. (download properly and upload the same digitally Signed). The rate will be quoted in the B.O.Q. as per Price Schedule (Annexure V) will be encrypted in the B.O.Q. under Financial Bid.
- NIT with Special terms & conditions and specification of works.

#### (b). Statutory Cover Containing the following Secondary documents:

- i. Professional Tax (P.T.) deposit receipt challan for the financial year 2017-18/18-19, Pan Card, IT, Saral for the Assessment year 2017-18/18-19, GST No.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm / Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm / Private Limited Company, if any).
- v. Statutory audit report or Tax Audited Report in 3 CD/ 3 CA form along with Balance Sheet & Profit & Loss A/c. for the last 3 (*three*) years (year just preceding the current Financial Year will be considered as year - I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.
- vii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill of this N.I.T. (if relevant with particular tender)
- viii. List of Technical staffs along with structure & organization
- ix. Financial Statement.
- x. Company Credentials Work orders/Certificates/Completion Certificate/any other credential document, issued to the bidder in the letterhead/sealed documents by the appointing company /Government Departments/ PSUs at different point of his business tenure.

Sd/-Managing Director WBTDC Ltd.