



West Bengal  
Industrial Development  
Corporation

**Request for Quotation for**

**Supplying Godrej make Chairs in different categories at the office building  
of West Bengal Industrial Development Corporation Limited**

**at**

**“PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata- 700017**

**PROMOTED BY**

**WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.**

**“PROTITI”**

**23, Abanindranath Tagore Sarani,**

**Kolkata - 700017**

**QUOTATION REFERENCE NO: SPLWORK/1(2021-22)/Q1**

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**QUOTATION DOCUMENT**

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**December, 2021**

**WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**

Sealed e-quotations are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership **either 'Godrej' or authorized dealer of 'Godrej'** having capacity to provide the required number of **Godrej make Chairs** in different categories at the office building of **West Bengal Industrial Development Corporation Limited, at "PROTITI", 23, Abanindranath Thakur Sarani, Kolkata – 700017**, through **e-quotationing**.

Last date for submission/receipt of quotation(s) is **30.12.2021** at **17:00** Hrs. and technical bid will be opened by the Tender Committee through online process, on stipulated date and time that is mentioned in the quotation document, in the Office of **,West Bengal Industrial Development Corporation Limited**. In case, any holiday on the day of opening, technical bid of the quotations will be opened on the next working day at the same time, as scheduled. The quotations received after the above said scheduled date and time will not be considered. No quotation by FAX or by any other means except e- quotation will be entertained.

Managing Director  
West Bengal Industrial Development  
Corporation Limited

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# **SECTION - 1**

## **LIST OF IMPORTANT DATES**

### **NOTICE INVITING e-QUOTATION (NIQ)**

**Quotation Reference No: SPLWORK/1(2021-22)/Q1**

#### **List of Important Dates of Bids**

1. Name of work : **Supplying Godrej make Chairs in different categories at the office building of West Bengal Industrial Development Corporation Limited.**
2. Time of Completion : **30 Days.**
3. Date of issue of Notice Inviting Bid : **22/12/2021**
4. The total Bid Document can be downloaded from the e-procurement portal [www.wbtenders.gov.in](http://www.wbtenders.gov.in) from **23/ 12/ 2021**
5. Time and Date of Pre-Bid Meeting/ Enquiry : **27/12/2021 at WBIDC office i.e. "PROTITI", 23, Abanindranath Thakur Sarani,Kolkata – 700017, at 15-00 hours.**
6. Contact Details : **Debarshi Roy- 7980733172,**
7. Bid uploading start Date : **27/12/2021 at 16-00 hours**
8. Last Date for Submission of Bid(s) : **30/12/2021 at 17-00 hours.**  
(As per server clock).
9. Time and Date for opening Technical Bid/Bids : **31/12/2021 at 12-00 hours**  
(as per server clock).

Place: WBIDCL Office at 23, Abanindranath Thakur Sarani (Camac Street), Kolkata-700017.

10. Time, Date and Place of opening Financial Bids : Will be intimated later to the technically qualified bidder(s)
11. Last date of Bid validity : **120 (one twenty) Days** from the last date of bid submission.

## NOTICE INVITING e-QUOTATION

Sealed e- quotations are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani, Kolkata – 700 017.

for the following work:-

1.	<b>Name of work</b>	<b>Supplying Godrej make Chairs in different categories at the office building of West Bengal Industrial Development Corporation Limited. Quotation Reference No. SPLWORK/1(2021-22)/Q1</b>
2.	<b>Location of work</b>	<b>WBIDC office i.e. "PROTITI", 23, Abanindranath Thakur Sarani,Kolkata – 700017.</b>
3.	<b>Time of Completion</b>	30 (Thirty) days.
4.	<b>Contract Period</b>	1 (One) Year.
5.	<b>Earnest Money</b>	<b>₹ 12,000/- (Rupees Twelve thousand)</b> to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-quotation. The bid stands cancelled in its entirety if the <b>EMD</b> is not provided.
6.	<b>Availability of Bid Documents</b>	Bid documents will be available w.e.f. <b>23/12/2021</b> from the e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> .
7.	<b>Site Visit</b>	<b>Bidders are advised to visit the site before submission of bid.</b>
8.	<b>Pre-Bid Meeting/ Enquiry:</b>	<b>27/12/2021 at WBIDC office i.e. "PROTITI", 23, Abanindranath Thakur Sarani,Kolkata – 700017, 15-00 hours.</b>
9.	<b>Bid uploading Start Date</b>	<b>27/12/2021 at 16-00 hours</b>
10.	<b>Last date of Submission of bid</b>	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before <b>30/12/2021 at 17-00 Hrs. (as per server clock).</b>
11.	<b>Procedure for submission of bid</b>	Bidders are requested to submit their quotations through e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> . If required, the bidders may be requested to submit the hard/original copy of the technical bid at the time of verification of the documents
12.	<b>Date, time and venue of opening of Technical Bid</b>	<b>31/12/2021 at Time: 12-00 hours (as per server clock).</b> Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
13.	<b>Date and Time of Opening of Financial Bid</b>	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
14.	<b>Validity of the bid</b>	<b>120 (one twenty) days</b> from the date of submission of quotation. If any bidder/ quotationer withdraws his bid/ quotation before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited

15.	<b>Taxation</b>	Taxes on materials and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBIDC will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.
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**NOTE : Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the quotations received without assigning any reason thereof.**

# SECTION 2

## INSTRUCTIONS TO BIDDERS

### **1. GENERAL:-**

1.1 The present quotation is being invited for supplying the required number of Godrej make Chairs in different categories at the office building of **West Bengal Industrial Development Corporation Limited**.

### **2. ELIGIBLE BIDDERS:-**

2.1 All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of ₹ 5 (five) Lakh during the last three financial years in the books of accounts.

2.2 The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of West Bengal or any other State Government or Public Sector Banks or Local Bodies/Municipalities preceding three years as follows:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

2.3 **The agency/ firm should be 'Godrej' or authorized dealer of 'Godrej'.**

### **3. QUALIFICATION OF THE BIDDERS:-**

3.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2

- (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the quotation.



3.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the quotation price will not include any such amount. If **WBIDCL** subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

#### **4. ONE BID PER BIDDER:-**

Each bidder shall submit only one quotation either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID:-**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the quotation process.

#### **6. VISIT TO DEPARTMENT:-**

The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the quotation documents.

#### **7. QUOTATION DOCUMENTS:-**

##### **7.1 Contents of Quotation Documents.**

7.1.1 The Quotation Invitation Document has been prepared for the purpose of inviting quotation for Supplying Godrej make Chairs in different categories. The Quotation document comprises of:

- (a) Notice of Invitation of Quotation.
- (b) Terms and Conditions.
- (c) Form of bid (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) Check list for Technical Evaluation (Annexure-III)
- (f) Undertaking (Annexure-IV)
- (g) Form of Bank Guarantee for Performance Security (Annexure-V)
- (h) Form of Agreement (Annexure-VI)
- (i) Price Bid (Annexure-VII)

7.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Quotation document. Failure to furnish all information required by the Quotation

document or submission of a quotation not substantially responsive to the Quotation document in every respect will be at the bidder's risk and may result in rejection of his bid.

- 7.1.3 The bidder shall not make any condition or cause to be made any alteration, erasure or obliteration to the text of the Quotation document.

## **7.2 CLARIFICATION OF QUOTATION DOCUMENT**

7.2.1 The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of **WBIDCL**.

7.2.2 In case the bidder has any doubt about the meaning of anything contained in the Quotation document, he shall seek clarification from the Office of **WBIDCL** before submitting his bid at pre-bid meeting. All communications between the bidder and the Department shall be carried out through e-mail.

7.2.3. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the quotation document issued by the Office of **WBIDCL**, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

## **8. PREPARATION OF BIDS**

### **8.1 Language**

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **8.2 Documents Comprising the Bid**

Quotation document issued for the purposes of quotationing as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1 The bidder shall, on or before the date given in the Notice Invitation to Quotation, submit his bid through online e-tender portal.

8.2.2 One copy of the Quotation document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of ₹ **12 (twelve) Thousand** only through online e-tender portal and bid validity period is 120 days.

8.2.4 The bid shall be submitted online.

8.2.5 The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2.(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of 'Godrej' office furniture.

### **8.3. BID PRICES:-**

8.3.1 Bidder shall quote their rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Quotation price covers contractor's all obligations mentioned in or to be reasonably inferred from the Quotation document in respect of the supply at **WBIDCL**. This includes all the liabilities of the contractor such as cost of supply mobilisation, all kinds of taxes etc. which should be clearly stated by the contractor.

- 8.3.2 The rates and prices quoted by the Bidder shall be **excluding of GST**. GST will be paid separately.
- 8.3.3 The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 8.3.4 Conditional bids/offers will be summarily rejected.

#### **8.4. FORM OF BID:-**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

#### **8.5. Currencies of Bid and Payment:-**

- 8.5.1 The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

#### **8.6. Duration of Contract:-**

The contract may be valid initially for one year and the Department reserves the right to curtail or to extend the validity of contract. Warranty by the manufacturer also be taken into account.

#### **8.7. BID SECURITY:-**

- 8.7.1 The contractor shall deposit Bid Security @ 3(three) per cent of the contract value in the form of an Account Payee DD, Fixed Deposit Receipt from a Nationalised bank, or Bank Guarantee from a Nationalised bank in an acceptable form in favour of **M.D., WBIDCL** along with the Quotation document within 15(fifteen) days of issuance of the "Letter of Acceptance".
- 8.7.2 Any Quotation not accompanied by EMD shall be rejected.
- 8.7.3 Bid security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.
- 8.7.4 EMD shall be forfeited if the bidder withdraws his bid during the period of Quotation validity.
- 8.7.5 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

#### **8.8. Format and Signing of Bid:-**

- 8.8.1 The bidder shall submit one copy of the Quotation document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the quotation by the bidder.
- 8.8.2 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. **All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.**

8.8.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.

## **9. Submission of Bids:-**

9.1.1 The bidder shall submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover and all these two sealed covers are to be put in e-tender portal.

9.1.2 The sealed cover of Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of ₹ **12(twelve) Thousand**, through online, and necessary proof should be uploaded.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of **GST** Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
- (g) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- (h) Duly filled and signed Annexures.

9.1.3 The quotation shall remain valid and open for acceptance for a period of 120 days from the last date of submission of quotation.

## **9.2 Late and Delayed Quotations:-**

9.2.1 Bids must be submitted through online not later than the date and time stipulated in the NIQ. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department shall be abided by the Bidder.

9.2.2 Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered.

## **10.**

### **10.1 Bid Opening and Evaluation:-**

10.1.1 The authorized representatives of the Department will open the Prequalification/ Technical Bids.

10.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3 Conditional bids will also be summarily rejected.

10.1.4 Financial bids of only the technically qualified bidders will be opened.

### **10.2 Right to accept any Bid and to reject any or all Bids:-**

10.2.1 **WBIDCL**, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the quotationing process.

10.2.2 **WBIDCL**, may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/ Institutions/ Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3 **WBIDCL**, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

## **11.**

### **11.1 Award of Contract:-**

11.1.1 **WBIDCL**, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2 **WBIDCL**, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-VI within a period of 15 days from the date of issue of Letter of Offer.

11.1.4 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Acceptance" for an amount of ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a Nationalized bank in an acceptable form (Annexure-V) in favour of **M.D., WBIDCL**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

## **SECTION 3**

### **TERMS AND CONDITIONS OF THE CONTRACT**

- 1** The contractor shall abide by and comply with all the relevant laws and statutory requirements.
- 2** Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- 3** All liabilities arising out of accident or death while on duty shall be borne by the contractor, as per relevant law is in force and as applicable.
- 4** Adequate supervision will be provided to ensure correct performance of the said supply of chairs in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 5** All necessary reports warranty documents and other information will be supplied immediately during the time of supply of the chairs to the Department.
- 6** Contractor and its staff shall take proper and reasonable precautions of assets both movable and immovable to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 7** That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
- 8** The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior permission to the Department.
- 9** The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
- 10** Under certain circumstances, settlement of monthly bill raised by the vendor, might take more than usual time.
- 11** Any defective articles, items, materials should be removed from the site immediately.
- 12** The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors/Attendants and should project an image of utmost discipline. The Department shall have right to have any person moved in case of visitor/staff complaints

or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

- 13 The contractor will have to report to the official, controlling the Department's security office in advance of the commencement of the supply/ delivery of the chairs and for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.
- 14 The payment would be made after the completion of the work in all respect based on the actual articles supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
- 15 Any damage or loss caused by contractor's persons to the Department in whatever from would be recovered from the contractor.
- 16 (a) In case any public complaint is received attributable to misconduct/ misbehavior of contractor's personnel, a penalty or ₹ 1,000/- (one thousand) for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.  
(b) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
  - i) 20% of cost of order/agreement per week, up to four weeks delays.
  - ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s), and then from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of quotation and his earnest money/security deposit may also be forfeited, if so warranted.
- 17 The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
- 18 Any **No mobilization/ secured advance** will be allowed. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility, if necessary.
- 19 **Force Majeure**  
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the

other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

- 20** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 21** "NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 22** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
- 23** The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
- 24** During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 25** If any money regarding this contract shall, as the result of any instructions from the Government authorities or claim or application made under any of the Government laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days, if the fault found from the contractor's end by the authority of this office. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 26** The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 27** If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the quotation, it shall be recovered by the Department from the agency.
- 28** If any underpayment is discovered, the amount shall be duly paid to the agency by the Department.



**29** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

**30 OBLIGATION OF THE CONTRACTOR:**

a. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**31 Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred Managing Director, WBIDC whose decision shall be final and binding on all the parties.

(b) There shall be no provision of Arbitration.

**32 JURISDICTION OF COURT**

The courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**33** Competent authority of WBIDCL, Kolkata may increase or decrease the nos. of chairs any time in the contract period. Contractor should abide by the same and have to perform the necessary arrangements that the competent authority of WBIDCL have asked for.

# **SECTION 4**

ANNEXURE-I

## **FORM OF BID**

**1. Names, address of firm/Agency and Telephone numbers :**

**2. Registration No. of the Firm/ Agency :**

**3. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with :**

**4. Please specify as to whether Quotationer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified :**

**5. Copy of PAN card issued by Income Tax Department and Copy of preceding 3(three) Financial Year's Income Tax Return :**  
(Upload the specified documents and mention "Documents attached")

**6. GST Registration Number :**  
(Upload the specified documents and mention "Documents attached")

**9. Details of EMD deposited :**  
(Upload the specified document of payment proof and mention the amount and "Document attached")

**10. Any other information :**

**11. Declaration by the bidder:**

**This is to certify that I/We before signing this quotation have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.**

**(Signature of the bidder)  
Name and Address  
(with seal)**

**SCOPE OF WORK OF THE CONTRACTOR**

The present quotation is being invited for supplying the required number of Godrej make Chairs in different categories at the office building of **West Bengal Industrial Development Corporation Limited**.

<b>Sl. No.</b>	<b>Category</b>	<b>Quantity (Nos.)</b>
1	'Godrej' Ace full back chair	6
2	'Godrej' Motion high back chair	20
3	'Godrej' Beat visitor chair (fabric)	30
	<b>Total</b>	<b>56</b>

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SUPPLYING GODREJ MAKE CHAIRS IN DIFFERENT CATEGORIES**

Sl. No.	Documents asked for	YES/ NO
1	Proof of deposited Bid Security (EMD) of ₹ (Rupees in words) for online payment	
2	Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, consortium etc. name designation, address and office telephone numbers of Directors/Partners and partnership deed also.	
3	Undertaking on a Stamp paper of ₹ 100/- (Rupees one hundred only) as per format prescribed in Annexure- IV).	
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the preceding 3(three) financial years.	
5	Self-attested copy of GST Registration No.	
6	Self-attested copy of valid Registration number of the firm/agency.	
11	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
12	Annual returns of preceding three years supported by audited balance sheet (clause 2.1 of NIT), duly signed by Chartered Accountant.	
13	Annual Turnover (in Lakhs)	
13	Proof of Authorization of 'Godrej' furniture dealership of the firm (Yes/No)	
14	Any other documents, if required.	

Seal and Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.

(ON A STAMP PAPER of Rs.100/-)

**UNDERTAKING**

To

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

(Designation and Name of the concerned Department)

Name of the firm/Agency-----

Name of the quotation----- Due date:-----

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in quotation document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of ----- between (Name of the Bank) (hereinafter called the "Bank") of the one part and -----(Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS ----- (Name of the Department) has awarded the contract for the work **"Supplying Godrej make Chairs in different categories at the office building of West Bengal Industrial Development Corporation Limited"**, contract for ₹ ----- (Rupees in figures and words) (hereinafter called the "contract") to M/s ----- (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹ -----(Amount in figures and words).
4. NOW WE the Undersigned ----- (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of -----(Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of ₹ -----(Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of -----months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will

extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the -----  
----- day of ----- (Month) ----- (year) being herewith duly authorized.

For and on behalf of  
the ----- Bank.  
Signature of authorized Bank official

Name-----  
Designation-----  
I.D. No.-----  
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named -----  
----- in the presence of:

Witness-1.  
Signature -----  
Name -----  
Address -----

Witness-2.  
Signature -----  
Name -----  
Address -----

## FORM OF AGREEMENT

THIS AGREEMENT is made on the ----- day ----- (Month)----- (Year)  
 Between the ----- (Name and address of the Department)  
 (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to  
 the context be deemed to include his successors in office and assigns) of the one part AND -----  
 ----- (Name and address of the contractor) through Shri -----,  
 authorized representative (hereinafter called “the contractor” which expression shall, unless  
 excluded by or repugnant to the context, be deemed to include his successors, heirs, executors,  
 administrators, representatives and assigns) of the other part for providing required nos. of  
**Godrej make Chairs in different categories** as per Work Order No. ----- (No.  
 and date of the Work Order) to the ----- (Name of the Department).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Quotation;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department for providing required nos. of **Godrej make Chairs in different categories** w.e.f -----  
 -- as per the provisions of this Agreement and the quotation document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and quotation document, the contract price of ₹ ----- ( Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.



For and on behalf of the Contractor

For and on behalf of the Department

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

-----Name

-----Name

on behalf of the Contractor in  
the presence of:

on behalf of the Employer in  
the presence of:

Witness-----

Witness-----

Name

Name

Address

Address

Telephone No:

Telephone No:

**PRICE BID**

<b>Sl. No.</b>	<b>Category</b>	<b>Quantity (Nos.)</b>	<b>Price of Individual Item in every category excluding GST (₹)</b>	<b>Total Price of Items in every category excluding GST (₹)</b>
1	'Godrej' Ace full back chair	6	Has been provided in 'Financial Bid'	Has been provided in 'Financial Bid'
2	'Godrej' Motion high back chair	20	Has been provided in 'Financial Bid'	Has been provided in 'Financial Bid'
3	'Godrej' Beat visitor chair (fabric)	30	Has been provided in 'Financial Bid'	Has been provided in 'Financial Bid'
<b>Total (₹)</b>				Has been provided in 'Financial Bid'