

Name of Bidder:

Address of Bidder:

Name of the work: "Supply and Installation of the steel / wooden furniture at The WB National University of Juridical Sciences, Dr. Ambedkar Bhavan, 12, LB Block, Sector III, Salt Lake City Kolkata – 700098"

Sl. No.	Description	Unit	Quantity	Rate (Rs.) including GST	Amount (Rs.) including GST
1	Three Seater Lobby Bench Made from round tubular frame 1.2mm thick 19mm Dia. Bottom Frame 40mm Dia., 1.2mm thick with perforated half rounded metal back and seat, duly powder coated in black. Back covered with cushion upholstered with fabric (navy blue colour) and seat provided with ply and cushion covering upholstered with fabric affixed to seat with screws. Note: This item includes supply, fitting – fixing etc. complete with all materials to complete the job including transportation.	Nos	20		
2	Single Seater Lobby Bench Made from round tubular frame 1.2mm thick 19mm Dia. Bottom Frame 40mm Dia., 1.2mm thick with perforated half rounded metal back and seat, duly powder coated in black. Back covered with cushion upholstered with fabric (navy blue colour) and seat provided with ply and cushion covering upholstered with fabric affixed to seat with screws. Note: This item includes supply, fitting – fixing etc. complete with all materials to complete the job including transportation.	Nos	10		
3	Table Desk 3 Seater Size:42"Lx12"Dx30"H 25mm thick BSL Pre Laminated Particle Board in approved shade with 2mm PVC lipping Frame : Made of MS Tubular pipe of 25mmx25mmx1.2mm thick with under shelf made room CR Sheet 1.2mm bending for back support and edges lipped. At bottom MS Patty Channel for bolting on to the ground shall be provided. Fame to be duly Powder Coated in Black. Note: This item includes supply, fitting – fixing etc. complete with all materials to complete the job including transportation.	Nos.	20		
4	Table Desk Single Seater Size:24"Lx12"Dx30"H 25mm thick BSL Pre Laminated Particle Board in approved shade with 2mm PVC lipping Frame : Made of MS Tubular pipe of 25mm x25mmx1.2mm thick with under shelf made room CR Sheet 1.2mm bending for back support and edges lipped. At bottom MS Patty Channel for bolting on to the ground shall be provided. Fame to be duly Powder Coated in Black. Note: This item includes supply, fitting – fixing etc. complete with all materials to complete the job including transportation.	Nos.	10		
Total Amount					

(Signature & seal of Bidder)



BRITANNIA ENGINEERING LIMITED

A Govt. Company under Public Works Dept., Govt. of West Bengal
CIN: U74210WB1986SGC040511

Memo No: 0743/BEL(P)/04/TENDER -MEMO/2022-23

Date: -04/04/2022

NOTICE INVITING QUOTATION

N.I.Q Reference No.0742/BEL(P)/04/TENDER/2022-2023 dated 01.04.2022 of The Executive Engineer, Britannia Engineering Limited

The Executive Engineer, Britannia Engineering Limited invites offers in sealed envelopes (**two sealed envelopes**) for the work mentioned in the table below.

Sl. No	Name of the work	Quantity (Number)	Initial Earnest Money	Price of other tender documents	Period of Completion	Name of the Concerned Office	Eligibility of Contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Supply and Installation of the steel / wooden furniture at The WB National University of Juridical Sciences Dr. Ambedkar Bhavan 12, LB Block, Sector III, Salt Lake City Kolkata – 700098 (details mentioned in annexure)	As per BOQ	2% of Estimated Cost (Rs.7434/-) in favour of Britannia Engineering Limited Kolkata by Demand Draft.	Rs.1500.00 to be deposited by the successful bidder only. (2 x Rs.750/-) (cost of other tender documents excluding cost of printed tender forms)	30 (Thirty) days	Britannia Engineering Limited	Bonafide Agency having eligibility, qualification and experience for manufacturing, Supplying & installation of the steel/ wooden furniture. Note: (1) Please refer eligibility criteria at Sl. No.2, qualification and credential/ experience criteria at Sl. No. 21 of this N.I.Q (2) All Forms/ Affidavit/ Undertakings in Section B must be duly filled-up and signed by bidders and uploaded as non statutory documents. Bidders may be disqualified if such Forms/ Affidavit/Undertakings are not properly submitted online.

1. The Bidder has to make payment of pre-defined Earnest Money against the work as mentioned in the list of Works for which they applied, in the following payment mode :-

By Demand Draft drawn on any scheduled Bank and payable to Britannia Engineering Limited and payable at Kolkata.

2. Eligibility criteria for participation in the tender:

Documents to be submitted in a sealed envelope mentioning the name of the work as per table in page -1 of this NIQ and name of the Bidder. To be eligible to be considered a bidder should have eligibility as per this clause of NIQ and Qualification as per clause 21 of this NIQ.

Bidders should submit the following documents in a sealed cover:

(i) Valid Income Tax Return Acknowledgement Receipt for the Assessment Years 2021-22, 2020-21 and 2019-20 is to be submitted. UP-to-date Professional Tax (Deposit Challan), valid Trade License, Pan Card, GST Registration Certificate.

(ii) In case of Proprietorship and Partnership Firms and Company, Tax Audited Report in 3CD Form is to be furnished along with Balance Sheet & Profit and Loss A/c for the previous 3 (three) Financial Years, i.e., 2020-21, 2019-20 and 2018-19. [Non-Statutory Documents]

(iii) Bidder should have own furniture manufacturing work shop. BEL may inspect the workshop at any stage of the bidding process prior to issue of work order.

(iv) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non statutory Documents]

3. No mobilization/ secured advance will be allowed. Price adjustment and / or escalation shall not be allowed during the period of contract.

4. In connection with the work, Arbitration will not be allowed. The Clause No. 25 of 2911 (ii) as amended vide Finance Department Memo No. 5696 dated 1st October, 2019 may be perused.

5. Bids shall remain valid for a period of not less than 120 (One hundred Twenty) days from the date of opening of Bid. Bid valid for a shorter period shall be rejected by the Executive Engineer, Britannia Engineering Limited, as non-responsive. If the bidder withdraws the bid during the period of bid validity the earnest money as Deposited will be forfeited forthwith without assigning any reason thereof.

6. All Bidders are requested to be present before the Executive Engineer, Britannia Engineering Limited, during opening of the bid. The Executive Engineer, Britannia Engineering Limited, may call open Bid/Seal Bid after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will be present during opening of bid, or from any Bidder who will absent at the opening of Bid. No informal bidder will be entertained in the Bid further.

7. (a) Earnest Money:

i) Initial EMD to be submitted inside the sealed cover in the form of Demand Draft drawn on any scheduled bank authorized to conduct Govt. business in West Bengal. Amount of initial Earnest Money has been mentioned in the relevant column of the Table in Page-1 which must be deposited by the bidder at the time of participation in the NIQ. Balance EMD (if any), in the shape of Demand Draft issued by the bank which is authorized to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time to time and any other Bank which has been authorized by the State Government, drawn in favour of Britannia Engineering Limited, as mentioned in the Table in Page-1 of this NIQ,

constituting 2% of the tendered amount shall be required to be deposited by the L1 Bidder before formal agreement. Initial Earnest Money mentioned in Table in Page-1 of this NIQ is to be submitted in the form of a Demand Draft. Only the successful Bidder will be required to deposit cost of other Tender Documents through Demand Draft before executing formal agreement.

(b) Security Deposit:

(i) A total of 3% of the quoted amount (2% EMD converted to S.D. + Balance 1%) has to be deposited by the successful bidder in the form of Demand Draft before signing of formal agreement. The Demand Draft shall be in favor of Britannia Engineering Limited and payable at Kolkata.

(ii) After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

8. The Bidder, at his own cost, responsibility and risk is encouraged to visit and examine the site of works and its surroundings along with representatives of Britannia Engineering Limited positively, and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work, as mentioned in the Notice inviting e-Tender, before submitting offer with full satisfaction. The cost of visiting the site, etc., shall be at bidder's own expense. Interested bidder is required to contact with the concerned Manager (Special Projects) (6290389959) & Executive Engineer (9330407460) prior to such visit to site.

9. Prior to delivery of the furniture, the selected bidder should at their own cost and responsibility, make necessary arrangement for a visit of the work shop/ Showroom by a representative of WBNUJS and Britannia Engineering Limited to get themselves fully satisfied that the furniture fulfill the requirement of WBNUJS.

10. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids no cost of bidding documents shall be reimbursed by BEL. The Executive Engineer, Britannia Engineering Limited, reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.

11. Prospective bidders should carefully read the special terms and conditions enclosed herewith before submitting offer with full satisfaction. Prospective bidders are advised to note carefully the minimum qualification criteria before tendering the bids.

12. Conditional/Incomplete tender will not be accepted under any circumstances.

13. **The rates and prices quoted by the Bidder shall be including all taxes.** The Bidder shall carefully peruse the special Terms and Conditions enclosed with this NIQ before quoting rate.

14. Contractor shall have to comply with the provisions of (a) the Contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) Minimum Wages Act. 1948 and the notifications thereof or any other laws relating thereto and the rules made and order issued there under from time to time. The bidder must have registrations like GSTIN, PAN.

15. Payment Terms:

i) 100% of the amount payable as per the contract on satisfactory completion of work. No running account bill payment shall be made. Tax Invoice in quadruplicate along with challan shall be submitted by the Bidder after successful completion of work. Tax Invoice shall be submitted enclosing therewith receipt copy of challan signed by the authorized official of WBNUJS containing a certificate from the said official that the "goods have been received in good condition by the WBNUJS as per work order and work/supply has been completed satisfactorily".

ii) The total security Deposit @ 3% (EMD 2% + Balance 1%) shall be released after expiry of Defect Liability Period of 1 (one) year from the date of supply of the furniture and completion of work unless the same is forfeited in terms of the contract. The Security Deposit of the work shall be refundable to the Bidder in the manner provided under:

For the work with **One year Defect Liability Period:**

100% of the Security Deposit shall be refunded to the bidder on expiry of **One year** from the actual date of completion of the work

16. In case of ascertaining authority of intending bidders at any stage of tender process or execution of work, necessary registered irrevocable power of attorney is to be produced as and when asked for by the Tender Inviting & Accepting Authority/ Engineer-In-Charge.

17. During the scrutiny, if it comes to the notice of tender inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, that bidder would not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Executive Engineer, Britannia Engineering Limited, reserves the right to cancel the NIQ due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.

18. Important information Date & Time schedule:-

Sl. No	Particulars	Date
1	Date of issue of NIQ Documents	To be downloaded from www.wsf-ltd.co.in
2	Bid Submission start date	08.04.2022 from 11.00 a.m
3	Bid submission closing date	18.04.2022 upto 12.00 p.m
4	Bid opening date	(in case the day is declared a holiday, the bid will be opened on the next working day at the same time and place.

19. LOCATION OF CRITICAL EVENT BID:

Bid opening:- Britannia Engineering Limited, 4th Floor, New Building Complex of PWD, V.I.P. Road, Baguiati, Kolkata – 700059

20. If any discrepancy arises between two similar clauses on different notification, the clause as stated in latter notification will supersede former one in following sequence.

- a. Form No. 2911 (ii) as amended vide Finance Department Memo No.5696-F(Y) dated 01/10/2019.
- b. NIQ
- c. Special terms & conditions.

21. Qualification criteria: - The tender inviting & Accepting Authority will determine the eligibility of each bidder. The bidders shall also have to meet the minimum qualification criteria as follows:

a) A bidder should have a minimum turnover of Rs.10,00,000.00/- (Rupees Ten Lakh Only) during each of the three previous financial year 2020-21, 2019-20 or 2018-19 (the Section-B forms should be properly and completely filled up). 3CD Forms should be submitted inside the scaled cover containing eligibility documents.

b) Experience:

Bidder should have the experience of manufacturing, Supplying & installation of similar types of furniture for 5 (five) years prior to date of issue of this NIQ. Copies of work order and proof of payment against such work order may be submitted inside the sealed cover containing eligibility documents.

c) Credential:

The intending bidders should submit credential of at least one similar work in Educational Institution during the previous five years from the date of issue of this NIQ as specified in the Govt. Order No.04-A/PW/O/10C-02/14 Dt. 18.03.2015 of PWD Accounts Branch, Nabanna (Copy enclosed with this NIQ).

22. The eligibility of a bidder will be ascertained on the basis of the signed documents submitted in support of the eligibility and Qualification criteria minimum criteria. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/bidders will be out rightly rejected at any stage without any prejudice. The documents in respect of eligibility and qualification shall be submitted in a sealed envelope mentioning the name of work, marked non-statutory documents and the name of the bidder.

23. (a) The sealed envelope containing the documents in respect of eligibility and qualification criteria of the bidders shall be opened first to determine eligibility of a bidder. The BOQ enclosed with this NIQ shall be filled up and submitted in a separate sealed envelope. The rate including Tax and amount including Tax shall be filled up by bidders and submitted in a separate sealed envelope maintaining the name of the work and name of the bidder.

(b) The BOQ so prepared and filled up shall be submitted in a separate sealed envelope. The envelope should be marked "Financial Proposal" and should contain the name of the Bidder and the name of the work mentioned in page 1 of this NIQ.

(c) The scaled envelope containing the BOQ (Financial Proposal) shall be opened only in respect of those bidders who are eligible and qualified for the work.

24. Before issuance of WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest bidder if necessary. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false in that case work order will not be issued in favour of the said bidder under any circumstances and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof. A formal contract In W.B. form No. 2911 shall have to be signed by the successful bidder within 7(seven) days of issue of the work order. Bidders are advised to download a copy of W.B. Form No. 2911 from Public Works Dept., West Bengal, website and peruse the same.

25. Tax Invoice need to be issued by the successful bidder for raising claim under the contract showing separately the tax charged in accordance with the provision of GST Act, 2017.

26. Bidders may be debarred under circumstances mentioned in P.W.D Memo No. 547-W(C)/1M-387/15 dated 16/11/2015.

27. Special Terms and Conditions are enclosed with the NIQ. Bidders should peruse the complete NIQ and its enclosures before quoting their offer.

28. Penal Action:

During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice of tender inviting authority that the credential or any other papers are incorrect/manufactured/fabricated, that bid will be

considered as non-responsive and out rightly rejected & the firm/company shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Security Deposit. Action will also be taken as per provision of G.O No-547-W(C)/1M-387/15 dated 16/11/2015 of the Jt. Sec, PWD.

29. Tender Evaluation Committee (TEC)

Evaluation Committee constituted in accordance with Order of the component authority of Britannia Engineering Limited will function as bid Evaluation Committee for selection of technically qualified contractors.

30. Opening of Technical Proposal:

Sealed envelopes containing proposal will be opened by the Executive Engineer, Britannia Engineering Limited or his authorized representative electronically from the website using their Digital Signature Certificate (DSC) for evaluation by the Tender Evaluation Committee.

31. Intending Bidders may remain present if they so desire.

32. During evaluation the committee may summon a bidder and seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

33. Proposal:

(i) The financial proposal should contain the Bill of Quantities (BOQ) in one sealed envelope. The bidder is to quote the rate in the space marked for quoting rate on the BOQ.

(ii) Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded copies, it may be treated as submission of false documents by the bidder and the matter may be referred to the appropriate authority for prosecution as per relevant IT Act. Action for suspension and debarment may be initiated as per P.W.D. Memo No: 547-W(C)/1M-387/15 dated 16/11/2015. During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice of tender inviting authority that the credential or any other papers are incorrect/manufactured/fabricated, that bid will be considered as non-responsive and out rightly rejected & the firm/company shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Security Deposit. Action will also be taken as per provision of G.O No-547-W(C)/1M-387/15 dated 16/11/2015 of the Jt Sec, PWD.

(iii) Rejection of Bid:

The Executive Engineer, Britannia Engineering Limited reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Executive Engineer, Britannia Engineering Limited shall not be under any obligation to inform the affected Bidder or Bidders of the ground for such action.

(iv) Award of Contract:

The Bidder whose Bid is accepted will be notified by the Tender Inviting & Accepting Authority through a Work Order sent by e-mail. A formal Agreement will have to be signed by the successful bidder in W.B. Form No. 2911(ii) which incorporate all the general terms and conditions of the contract between the Tender inviting Authority and the successful bidder. All the tender documents, including NIQ, special Terms and Conditions & B.O.Q. will be deemed to be a part of the contract. After receipt of Work Order, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost for other tender documents and Security Deposit through Demand Draft in favour of Britannia Engineering Limited, Kolkata, within the time limit to be mentioned in the Work Order. The signing of the contract is to be completed within 07 (seven) days of issue of the work order.

35. The procedure for settlement of disputes shall be guided by the provision "Dispute Resolution" mentioned in the Special Terms and Conditions enclosed with this NIQ.
36. Suspension and debarment as per P.W.D. Memo No: 547-W(C)/1M-387/15 dated 16/11/2015 shall be applicable in cases falling under the clauses mentioned in the said Memo.
37. Bidders should carefully go through the Special Terms and Conditions enclosed with the Notice Inviting Quotation (N.I.Q.) before quoting rate.
38. The L1 offer shall be assessed on grand total basis in terms of the amount quoted in the BOQ.
39. Corrigendum if any will be published in the website www.wsf-ltd.co.in
40. Copy of this NIQ along with special terms & conditions, BOQ etc. may be down loaded from website www.wsf-ltd.co.in
41. The general terms & conditions i.e. West Bengal form no. 2911(II) may be downloaded from the PWD website wbpwd.gov.in


S. KARMAKAR
Executive Engineer
Westinghouse Saxby Farmer Ltd.
Executive Engineer
Britannia Engineering Limited

SECTION –B
AFFIDAVIT – “Y”
N.I.Q Reference No.:

(To be furnished in Non-Judicial Stamp paper of appropriate value duly notarized)

I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

The under-signed also hereby certifies that neither our firm M/s. _____ nor any of the constituent partner had been debarred to participate in tender during the last 5(five) years prior to the date of this NIQ.

The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed to be essential and/or as requested by the Tender Inviting Authority or the Department to verify this statement.

The under-signed understands that further qualifying information may be requested and I agree to furnish any such information at the request of the Tender Inviting Authority.

Certified that I have applied in the tender in the capacity of Individual/as a partner of a firm & I have not applied severally for the same job.

Certified that our Firm, M/s have not failed to execute any work or no work was terminated under any sub-rule of Clause-3 of Tender Form No.2911 or terminated under any clause of standard bidding document by the Engineer-in-charge during the last three years.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm and Seal

Date _____

Section B
Form V (Self declaration)

N.I.Q Reference No.:

Name of the Firm:

Name and designation of the person submitting the bid:

FORM FOR CREDENTIALS OF SIMILAR NATURE OF WORK DURING 5 YEARS PRIOR TO DATE OF
ISSUE OF NOTICE INVITING QUOTATION

Sl. no.	Work order No.	Name of organization	Work Description	Value of work in INR	Date/ Year of commencement of work as per work order;	Date/ Year of Completion of the work	Financial liability to incurred for the said work during the period of contract /work order
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Place:

Date:

Section B
Form - X

N.I.Q Reference No.:

Name of the Firm:

Name and designation of the person submitting the bid:

FORM FOR FINANCIAL CAPACITY

Description	Financial Year		
	2020-21	2019-20	2018-19
Annual Turnover			
Turnover from Indian Operations			
Net Worth			
Current Assets			
Current Liabilities			
Profit Before Taxes			
Profit After Taxes			

Place:

Date:

Signature of Authorized signatory:

Name of the Authorized signatory:

Name of the Firm:

Designation of the Authorized signatory:

Seal of the Bidder:

Section-B
Form - Z

1. Name of the Firm:
2. Name and designation of the person submitting the Bid:
3. Address of the firm:
4. Telephone Numbers with STD Code:
5. Facsimile Numbers with STD Code:
6. Mobile Number of the person submitting the bid:
7. e-Mail id of the person submitting the bid:
8. Registration and incorporation particulars of the firm:
 - Date of incorporation:
 - Date of Registration:
 - Registration Number:
9. Name of Directors:
10. Firm's Bank, its address and Account Number:
 - Name of the bank and branch with address:
 - IFS Code:
 - MICR Code:
 - Account Number:
11. Permanent Income Tax Account Number and Income Tax Circle:
12. GST Registration Number:
13. Turnover from Indian Operations during the last three financial years:
 - 2020-21:
 - 2019-20:
 - 2018-19:

(Please upload 3CD Form for Financial Years 2020-21, 2019-20, 2018-19)

14. List of employees:

Name of bidder	Name of employee	Designation	Total number of employees employed as on the date of submission of bid	Remarks

Signature of Authorized signatory:

Name of the Authorized signatory:

Name of the Firm:

Designation of the Authorized signatory:

Seal of the Bidder:

Section-B
N.I.Q Reference No.:
UNDERTAKING BY BIDDER

I/We, the undersigned certify that I have gone through the terms and conditions mentioned in the Tender Document and undertake to comply with them.

The rates quoted by me/us shall be valid and binding upon me for the entire period of contract.

I/We give the rights to the competent authority of BEL to forfeit the Earnest Money and Security deposited or to be deposited by me/us in case of breach of conditions of the Tender/Contract.

I/We hereby undertake to provide the services as per the directions given in the NIQ Documents.

I/We hereby declare that the information / documents provided by me / us are true and authentic and in case at any stage it is found that the information given by me / us are incorrect or false, Executive Engineer, BEL shall have the absolute right to take any action against me/us as deemed fit, without any prior intimation to me/us.

Place:

Date:

Signature of Authorized signatory:

Name of the Authorized signatory:

Name of the Firm:

Designation of the Authorized signatory:

Seal of the Bidder:

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The Quantity mentioned in the BOQ may vary as per decision of WBNUJS or BEL in this regard during execution of the contract. In case the quantities vary, the measurement of items delivered shall be as per the rate in the BOQ for the item and the actual quantity supplied by the bidder.
2. The successful bidder has to submit a sketch of individual class rooms, office rooms etc, along with the lay out plan for of the furniture to be supplied and arranged in such rooms. This General Arrangement Drawing for each room shall have to be submitted by the bidder within 07(seven) days of issue of an intimation by BEL to such successful bidder. For inspection of such rooms, a bidder has to visit WBNUJS during working hours with the representative of BEL, namely Sri. Subhananda Karmakar, Executive Engineer. The layout plan/General Arrangement Drawing (Computer Aided Drawing) will have to submitted within 7 (seven) days of intimation by BEL to the successful bidder. The said layout plan/General Arrangement Drawing shall have to be approved by BEL and WBNUJS and thereafter work order shall be issued and work shall be started.
3. The work shall be completed by the successful bidder within 30 days reckoned from the date of Commencement of work mentioned in the work order issued by BEL.
4. The supply of items and quantities as per work order shall be deemed to have been done when a certificate to the effect that “materials have been received by WBNUJS as per work order and the work/supply has been satisfactorily completed”, is provided by authorized representative of WBNUJS and countersigned by Sri. Goutam Dasgupta, Project Manager (Special Project) & Sri. Subhananda Karmakar, Executive Engineer.
5. The successful bidder has to supply and thereafter arrange, fit, re-work and do all such work required for fitting-fixing the furniture in the class rooms, office rooms etc. under the supervision of concerned officials of BEL & WBNUJS. All such work shall be at bidders own expense.
6. If any item supplied by the bidder or any work done by the bidder is unsatisfactory as per opinion of the Client i.e. WBNUJS or BEL, the same shall have to be replaced and/or rectified at bidder’s own cost. Therefore, the bidder shall ensure quality in respect of supply & workmanship and shall also arrange prior inspection of the materials by WBNUJS before supply.
7. Payment to bidder under their contract is contingent upon receipt of fund from the WBNUJS and satisfactory completion of work by the bidder. The bidder shall also have to liaise with the authorized concerned for disbursement of fund to BEL, including BEL’s service charge payable by WBNUJS.
8. The bidder shall be responsible for any kind of injury or death of his workmen. BEL will not bear any cost in respect of any kind of compensation whatsoever that may be payable to such workmen in case of such an event.
9. The bidder shall ensure that the workmen are adequately masked with proper sanitization. The work will have to be executed by maintaining COVID protocols as laid down by the Govt. of West Bengal from time to time.
10. Labour Cess @1.0% shall be deducted from the bills of the bidder. TDS for IT & GST shall also be deducted from the bills. Tax Invoice to be submitted to BEL by the Bidder. Tax Invoice shall be submitted to the Executive Engineer, BEL in quadruplicate showing separately the amount chargeable to CGST and SGST.
11. The general Terms and Conditions shall be those mentioned in West Bengal Form no.- 2911 (ii).
12. The contractor shall abide by and comply with all the relevant laws and statutory requirements.
13. Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
14. All liabilities arising out of accident or death while on duty shall be borne by the contractor, as per relevant law in force and as applicable.

15. Adequate supervision will have to be executed for correct performance of the said supply of furniture in accordance with the prevailing agreement between the two parties.
16. All necessary reports warranty documents and other information will be supplied immediately during the time of supply of the furniture.
17. Bidder and his staff shall take proper and reasonable precautions of assets both movable and immovable to protect from loss, destruction, waste or misuse in the areas of responsibility given to them by WBNUJS and shall not knowingly lend to any person or company any of the effects of the WBNUJS under its control.
18. That in the event of any loss occasioned to the Client, as a result of any lapse on the part of the bidder which will be established after an enquiry conducted by BEL, the said loss can be claimed from the bidder up to the value of the loss. The decision of BEL will be final and binding on the bidder.
19. BEL shall have the right, to have any person removed who is considered to be inappropriate for the work and similarly bidder shall have the right to change his staff with prior permission of BEL.
20. The bidder shall be responsible to maintain all property and equipment of BEL/WBNUJS entrusted to it.
21. Any defective articles, items, materials should be removed from the site immediately and replaced at bidder's own cost.
22. 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. BEL shall have right to have any person removed in case of complaints or if the person is not performing the job satisfactorily or otherwise. The bidder shall have to arrange for suitable replacement in all such cases.
23. The bidder will have to report to the official, controlling the WBNUJS's security office and such designated official of BEL in advance of the commencement of the supply/ delivery of the furniture and for collecting necessary documents/instructions and to complete all other required formalities as shall be required for the supplying the furniture and completion of the work.
24. The payment will be made after the completion in all respect of the work and based on the actual quantity of items supplied by the bidder and based on the documentary proof jointly signed by the representative of the BEL & representative of WBNUJS and the bidder. No other claim on whatever account shall be entertained by the Department.
25. Any damage or loss caused by Bidder's persons in whatever form would be recovered from the bidder's bill.
26. The defect liability period (DLP) shall be 1 year from the date of supply and completion of work. In case of any defect in quality of supply, the same shall be replaced or repaired at bidder's own cost. BEL reserves the right to forfeit the Security Deposit in such cases.
27. The contractor shall ensure that its personnel shall not at any time, without the consent of the BEL in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the WBNUJS/ BEL and shall not disclose any information about the affairs of WBNUJS/ BEL. This clause does not apply to the information which becomes public knowledge.
28. No mobilization/ secured advance will be allowed.
29. Bidder shall have to make his own arrangement for installation of furniture, storing of furniture/materials, labour shed, laboratory etc. at bidder's own cost and responsibility, if necessary.

30. The bidder shall have to 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.
31. 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 BEL 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.
32. The contract period is 45 days from the date of the commencement as mentioned in the work order.
33. During the course of contract, if any bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to BEL, BEL shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee/Security Deposit.
34. If any money in respect of this contract shall, as a 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 BEL, such money shall be deemed to be payable by the bidder to BEL within seven days, if the fault is found to be from the bidder's end. BEL shall be entitled to recover the amount from the bidder by deduction from any amount payable due to the bidder or from the Performance Security/Security Deposit.
35. The contractor shall indemnify and hold BEL 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.
36. If as a result of post payment audit any over-payment is detected in respect of any work done by the bidder or alleged to have been done by the bidder under the contract, it shall be recovered by BEL from any amount under any of contract, including this contract, that is payable to the bidder.
37. If any underpayment is discovered, the amount shall be duly paid to the bidder by BEL.
38. The bidder shall provide the copies of relevant records pertaining to their contract or otherwise even after the contract is over whenever required by BEL.

39. Obligation of the Bidder:

The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder 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 bidder in respect thereof, which may arise.

40. Dispute Resolution

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

(b) There shall be no provision for Arbitration.

41. 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.

42. Clause-7 of WB Form No. 2911 shall not be applicable to this contract in respect of running A/C bill payment. Certificate of satisfactory completion of work should be obtained by the bidder from WBNUJS/ authorized officer of WBNUJS.
43. Clause-8 of WB Form No. 2911 shall not be applicable to this contract in respect of running A/C payment.
44. The "Engineer in charge" under this contract shall mean the Executive Engineer, BEL.
45. The GST payable by the bidder should be evidenced through GST document to the satisfaction of Finance Wing of BEL. Otherwise the amount payable in respect of GST may be forfeited from the Security Deposit of the bidder.
46. Tax Invoice shall be submitted in quadruplicate to the Executive Engineer, BEL, showing separately the amount chargeable to CGST and SGST.
47. In case any penalty is imposed by the WBNUJS or any amount is deducted for whatever reason by WBNUJS from the fund payable to BEL, the same shall be deducted from the Bidder's bill or from any other amount due to the bidder.
48. Lowest bid will be considered on grand total basis.
49. Service Charge payable to BEL by WBNUJS may be withheld by BEL before making payment to bidder against bidder's Tax Invoice. The said amount shall be paid to bidder by BEL after receipt of the service charge from WBNUJS. No interest for delayed payment can be claimed by the bidder in case of any delay in payment.

Section-B
N.I.Q Reference No.:
Power of Attorney for authorized Signatory
(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project.

We hereby agree to ratify all acts, deeds and thing lawfully done by our said attorney pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

To be executed by the Bidder.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, where required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder in behalf of the Bidder.

Signature of Authorized signatory (POA):

Name of the Authorized signatory:

Name of the Firm:

Designation of the Authorized signatory:

Seal of the Bidder: