WEST BENGAL BOARD OF SECONDARY EDUCATION

Nivedita Bhavan, DJ-8, Sector-2, Karunamoyee, Saltlake, Kolkata-700091

NOTICE INVITING TENDER

TENDER NO.-Admin/178

DATED:-28.02.2018

Tender For Annual Rate Contract for Supply of Electrical Items at WEST BENGAL BOARD OF SECONDARY EDUCATION, SALT LAKE, KOLKATA (WBBSE)

(a) Last date for submission: 26.03.2018 up to 02:30 PM
(b) Date of opening of Technical Bid: 26.03.2018 at 03:00 PM
(c) The technically qualified bidders will be informed to be present at the time of Price-bid opening.

Sealed tenders are hereby invited in two bid system from manufacturers/suppliers for the work mentioned hereunder:-

Name of the Work: supply of electrical items on Annual rate contract basis; Estimated Annual value- Rs.4.50 Lakh
EMD: Rs. 10000.00

The detailed NIT and tender documents can be seen / downloaded from the website: www.wbbse.org. Duly filled tender documents shall be submitted to the Secretary, West Bengal Board of Secondary Education, Block-DJ-8, Sector-II, Nivedita Bhavan, Salt Lake, Kolkata-700091 by depositing in the drop box kept for the purpose in the above address. The Tender will be opened on appointed date and time at the above mentioned address in the presence of the bidders or their representatives who may like to be present.

Secretary reserves the right to accept or reject any or all applications or cancel the tender without assigning any reason.
ELLIGIBILITY CRITERIA

Following is the Eligibility Criteria for technical qualification of the bidder and consideration of the Financial bid for finalization of this Tender by the Tender Committee:

EXPERIENCE:

The bidder must have minimum three years of experience as on the date of tender of supplying Electrical items of Rs.4.00 lakhs or more on annual rate contract basis to Ministry/Department of Central or State Govt./ Central or state PSU/other local body. The details of experience are to be furnished as per format given in Annexure-I. Copies of relevant contract/agreement/order awarded to the bidder along with satisfactory completion certificate issued by the agency awarding the contract etc. is to be submitted with the technical bid as proof of experience as furnished in the annexure.

ANNUAL TURNOVER:

Average annual turnover should be Rs.15 lakh or more for last 3 financial years i.e. 2014-15, 2015-16, 2016-17. Audited Balance sheet and profit & loss a/c for last 3 years i.e. 2014-15, 2015-16 & 2016-17 to be submitted along with the technical bid.

STATUTORY REGISTRATIONS:

The bidder must have valid PAN No. and GST registration. Self attested copy of PAN Card and GST registration certificate is to be submitted with technical bid. Self attested copy of Income Tax return for last three financial years i.e.2014-15, 2015-16 & 2016-17 is to be submitted with the technical bid.

The bidder must have valid trade license. Self attested copy of the trade license is to be submitted with technical bid.
DETAILS OF NOTICE INVITING TENDER

1. Competitive sealed tenders are invited from reputed Agencies/ manufacturer/ suppliers of electrical items.

2. The tender documents can be seen/ downloaded from our website: www.wbbse.org.

3. An EMD of Rs. 10000.00 (Rupees- Ten thousand only) in the form of demand draft of a scheduled bank drawn in favour of "WBBSE Fund RBI Kolkata A/C" should be enclosed. Tenders received without EMD will be invalid and will be summarily rejected

4. The tenders will be in two-bid system. Cover-I shall be superscribed as "Technical Bid" and shall contain the following:-

   i) Earnest Money Deposit (EMD) of Rs.10,000/-.
   ii) Self attested copy of PAN Card
   iii) Self attested copy of GST registration certificate.
   iv) Self attested copy of Income Tax return for last three Assessment years i.e. 2015-16, 2016-17 & 2017-18
   v) Self attested copy of the trade license
   vi) Self attested copy of Audited Balance sheet and profit & loss a/c for last 3 years i.e. 2014-15, 2015-16 & 2016-17
   vii) The details of experience are to be furnished as per format given in Annexure-IV on letterhead. Copies of relevant contract/agreement/order awarded to the bidder along with satisfactory completion certificate issued by the agency awarding the contract etc. is to be submitted as proof of experience as furnished in the Annexure-IV

Viii) Tender Document, duly signed with seal of the firm on each page in token of acceptance of the terms and conditions of the Tender

ix) In case of partnership firms, a copy of the partnership agreement to be produced. The attested copy of the certificate of registration of firm, if any should also be enclosed along with the tender.

x) A notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that no case is pending with the police against the proprietor/firm/partner or the company (agency). Indications to be made about any convictions in the past against the company/firm/partner/proprietor. Also declare that proprietor/firm has never been blacklisted by any organisation.

xi) Undertaking as per Annexure-II on letter Head

5. Cover-II should be superscribed as "Financial Bid" and should contain only the quoted rates in the given format. Cover-II will be opened only if the tender committee is satisfied with the technical bid (Cover-I), which will be opened first.

6. Cover I and Cover II both should be placed in another sealed cover superscribed "Tender for Annual rate contract of electrical items (Tender No/Admin/178 dtd.28.02.2018)" and addressed to the the Secretary, West Bengal Board of Secondary Education, Block-DJ-8, Sector-II, Nivedita Bhavan, Salt Lake, Kolkata-700091
7. EMD will be returned to the tenderer if his/their tender is not accepted by the Board. The EMD paid by the successful tenderer shall be held by the Board as security for execution and fulfilment of the Contract. No interest shall be paid on this deposit. This security deposit shall be forfeited if he/they fail to comply with any of the conditions of the Contract.

8. Performance security- Successful tenderer will be required to submit Demand Draft for Rs. 40000/- in favour of "WBBSE Fund RBI Kolkata A/C" as security deposit. EMD already deposited by the successful Tenderer will be appropriated towards security deposit. Successful Tenderer will be required to execute the contract as per prescribed format furnished in Annexure-III.

9. Before submitting the tender, please go through complete tender document and General Terms and Conditions on which the work will be awarded and shall be executed by the successful tenderer.

10. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, Validity beyond 90 days from the date of opening shall be by mutual consent.

11. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders.

12. The bidders may please note that the Board will not entertain any correspondence or queries on the status of the offers received against this Bid package. After opening of bids, the same shall be scrutinized and finalized as per standing procedures of the Board.

13. The date of opening of cover-II (Financial-Bid) may be intimated separately to the tenderers whose technical bid would be found acceptable.

14. The Secretary, WBBSE, Kolkata reserves the right to accept or reject any or all tender bids without assigning any reasons whatsoever and his decision will be binding on all the parties.

15. The Successful tenderer shall not in any case assign the awarded contract in full or any part thereof to any third party.

16. A prospective tenderer shall be allowed to participate in the tender either in the capacity of individual or as a partner of a firm. If found to have applied severally in the tender, all his applications will be rejected, without assigning any reason thereof.

Deputy Secretary (Administration)
General Terms & Conditions

1. **PRICES:** The Prices quoted shall be fixed and firm on F.O.R. destination The prices should be quoted item wise separately as per Price-Bid.

2. **TAXES & DUTIES:**

2.1 Taxes as applicable at the time of supply will be paid extra. Present rate of Taxes is to be indicated in the offer. Variation in Tax rate will be applicable only up to the contractual delivery date.

2.2 Any other Govt. Levies payable by the Board, must be specifically indicated in the offer, in case if the taxes and duties are not indicated then it will be presumed that the same have been included in quoted rates. Payment, if applicable, will be made only on production of documentary evidence thereof.

3. **GST REGISTRATION:** Tenderer should have GST Registration number & copy of Registration should be enclosed.

4. **ESCALATION:** No escalation in rates will be given during the tenure of the Annual Rate Contract. However in case of increase in taxes, duties & other govt. levies then the same will be considered for payment subject to claim & production of documentary evidence.

5. **UNCONDITIONAL OFFER:** Your offer shall be unconditional as per tender terms & conditions.

6. **VALIDITY OF OFFER:** The price offers shall be valid for a minimum period of 90 days from the date of opening of the tender.

7. **SPECIFICATION OF ITEM:** Item quoted shall be as per the make, size, type mentioned in our Price Bid to this tender. Offers of other make shall not be considered.

8. **QUANTITY:** The quantities Indicated in the tender form represents the approximate requirements and may be increased/decreased during the currency of Annual Rate Contract. The quantity will be drawn from successful tenderers in parts as & when required from time to time. There is however, no contractual liability on the Board’s part to accept the quantities tendered in full during the currency of the contract.

9. **DELIVERY:** The quantity mentioned in Annual Rate Contract will be drawn from successful tenderer as and when required by us during currency of Annual Rate Contract. In the event of the items not being supplied as per our delivery schedule mentioned in the delivery note, penalty will be imposed as per penalty clause. In the extreme case of non supply, the delivery note will be cancelled & supplies will be obtained by the Board from alternative sources. The increase in price if any paid, will be recovered from the supplier.
10. **INSPECTION:** All supplies will be subject to inspection by the Board’s representative. Items rejected on inspection will have to be taken back personally by the supplier at their cost and replacements of all such rejected Items should be effected immediately by the supplier.

11. **PAYMENT TERMS:**

(a) The tenderer shall raise the bills in duplicate quoting the Rate contract no and date as well as corresponding delivery note no and date for the supplies made by you.

(b) The payment will be 100% on receipt & acceptance of materials.

12. **MAINTENANCE OF STOCK:** Successful tenderer shall maintain adequate stock of the material at all times during the validity period of Rate Contract for prompt delivery to the Board at short notice. Separate delivery notes will be placed as and when requirement arises. Material shall be supplied immediately after placement of delivery note irrespective of the volume of supply. The quantity mentioned in Annual Rate Contract (ARC) will be drawn from you during currency of ARC through separate delivery notes issued from time to time as and when requirement arises.

13. **PENALTY:** The Delivery Schedule being the essence of the Contract. The tenderer shall deliver the Items strictly as per delivery schedule mentioned in the delivery note. In case Items are not received by us within one week from contractual delivery date, then late delivery charges @0.5% per week subject to maximum 5% will be charged from tenderer.

14. **CANCELLATION OF CONTRACT:** If tenderer fails to supply Items as per delivery schedule more than three occasions, complete Rate Contract will be cancelled and Security deposit will be forfeited.

15. **RISK PURCHASE:** In case of failure to deliver the Items as per our specification & delivery date indicated in delivery note, the contract will be cancelled without any further notice. The Items will be procured from any available sources and difference in cost will be recovered from you.

16. **Contract Period:** The contract period of ARC shall be one year and Board reserves the right to extend the contract for further period at same rates & conditions on mutual consent.

17. **GUARANTEE/WARRANTY:** Guarantee of supplied electrical materials should be mentioned as per manufacturer schedule. Free replacement will be carried out by the tenderer for premature failure of items during the guarantee period.

18. **ARBITRATION:** Any dispute of difference under or arising out of or in respect of the agreement/ Rate Contract/Delivery note be referred to the Secretary, West Bengal Board of Secondary Education or his authorised representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be firm and binding on the tenderer and the Board. The arbitration shall be carried out as per Arbitration Act & Rule made there under as amended form time to time.

19. **JURISDICTION:** In case of any dispute, arising out of this tender shall be subject to the Jurisdiction of "The Courts in Kolkata".

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20. It must be noted that the rates quoted should be for the ISI approved items or must have the approval of some other recognized agency, national or international.

21. The successful bidder who will be awarded the Annual Rate Contract as per the terms of this tender shall be required to furnish a security deposit of Rs. 40,000 (Forty thousand Rupees only) at the time of signing the contract. Such security deposit will be submitted in the form of Demand Draft in favour of “WBBSE Fund RBI Kolkata A/C” within 15 days of the award of the Contract to such successful bidder. EMD amount Rs. 10,000/- (Ten thousand Rupees only) of such successful bidder can be adjusted against the security deposit. If the successful bidder fails to execute such contract with WBBSE or fails to furnish such security deposit within stipulated time, the competent authority of the Board will forfeit its EMD without any prior notification or communication in addition to any remedy that the Board (purchaser) may have under the law.

22. The successful bidder will have to enter into a formal, legally enforceable contract on Rs.100 non-judicial stamp paper with the WBBSE to abide by the quoted rates, Terms & condition of the Tender Document within fifteen days from the date of award of this tender in his favour and will be required to furnish a performance security as per the terms of the Tender Document. The EMD of successful bidder shall be adjusted with the required security deposit and shall be returned after contract period is over (subject to adjustment for the deduction/s and recoveries, if any).

23. Any request for the enhancement of contracted rates shall not be considered under any circumstances. It may be noted that no compromise on quality would be made and no firm will be permitted to change the specifications mentioned in the tender notice and if any firm submits the quotations with changed specification, their quotations will be rejected.

24. The Board reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the Board in this regard shall be final and binding on the firm.

25. If it comes to the notice of the Board that the information/ documents furnished by the bidder is incorrect or false or non-adherence to terms and conditions contained in this Tender, the EMD of such Firm shall be forfeited in total by the Board in addition to exercising other legal remedies.

26. Each page of Tender Document and all its annexure must be signed by the bidder and rates should be quoted against each column of the “List for Financial Bid” attached with Tender Document. The rates quoted would be valid for a period of one year or such extended period by mutual consent, as the case may be from the date of execution of the contract. No cutting or overwriting is allowed unless it is authenticated by full signatures.

27. Individual signing the tender or other documents connected with contract must specify the capacity in which such Tender Documents are signed as:

27.1. The “sole proprietor” of the concern or constituted attorney of such sole proprietor
27.2. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
27.3. The Director or a principal officer duly authorized by the board of Directors of the Company, if it is a company.

NOTES:

I. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm, if any should also be enclosed along with the tender.

II. In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

28. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, Board may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

I / We hereby accept the terms and Conditions given in the tender

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(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender
<table>
<thead>
<tr>
<th>Si. No</th>
<th>DESCRIPTION OF THE ITEMS</th>
<th>BRAND</th>
<th>APPROX ANNUAL QTY. REQUIRED</th>
<th>Unit Rate (in Rs.)</th>
<th>Taxes</th>
<th>Total Amount (in Rs.)</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>BULB 100 WT.</td>
<td>(PHILLIPS)</td>
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<td>P.L.LIGHT (13WT)</td>
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<td>P.L.CHoke (18WT)</td>
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<td>DESCRIPTION OF THE ITEMS</td>
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<td>APPROX ANNUAL QTY. REQUIRED</td>
<td>Unit Rate (in Rs.)</td>
<td>Taxes</td>
<td>Total Amount (in Rs.)</td>
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<td>ISOLATOR 60 AMP 440 volt</td>
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<td>Double Z Bearing 6201</td>
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<td>Havells</td>
<td>50 pcs</td>
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</table>

Signature and seal of the Tenderer

Full Name of Tenderer
ANEXTURE-I

Notice inviting tender no: Admin/178  Dt.:28.02.2018
TECHNICAL INFORMATION AND UNDERTAKING.
(Bidder may use separate sheet wherever required)

<table>
<thead>
<tr>
<th>S/No</th>
<th>Particulars</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Address of the tenderer with phone number, email, name and telephone/mobile</td>
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<td>2</td>
<td>Status of the tenderer:- (proprietorship/partnership/company/co-operative)</td>
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<td>3</td>
<td>Name, Address &amp; designation:- of the authorized person (Sole proprietor/partner /Director)</td>
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<td>4</td>
<td>Have you furnished the details of experience as per format given in Annexure-1 with Copies of relevant contract/agreement/order awarded to the bidder along with satisfactory completion certificate issued by the agency awarding the contract etc. as proof of experience as furnished in the annexure</td>
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<td>5</td>
<td>Have you attached copies of Income Tax returns of last 3 Assessment years</td>
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<tr>
<td>6</td>
<td>Have you attached copies of audited balance sheet and profit &amp; loss A/C for last three (3) years.</td>
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<td>7</td>
<td>PAN No. Have you attached PAN copy:</td>
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<tr>
<td>8</td>
<td>GST Registration Number. Have you attached copy of GST registration certificate</td>
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<tr>
<td>9</td>
<td>Have you attached Tender Document, duly signed with seal of the firm on each page in token of acceptance of the terms and conditions of the Tender</td>
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<td>10</td>
<td>Trade License No. Have you attached copy of the Trade License:</td>
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<td>11</td>
<td>Have you furnished a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.</td>
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<tr>
<td>S/No</td>
<td>Particulars</td>
<td>Yes/No</td>
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<td>12</td>
<td>Have you attached copy of the partnership agreement (in case of partnership firm) Have you attached copy of certificate of registration, if any</td>
<td></td>
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<tr>
<td>13</td>
<td>Details of the of bid security (EMD) of Rs.10000.00 DD No: Drawn On:(Name of Bank) Date: Payable at-</td>
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<tr>
<td>14</td>
<td><strong>Bank Details</strong></td>
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<td>Name of Bank</td>
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<td>Name of Branch with IFS Code</td>
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<td></td>
<td>A/C No.-</td>
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<td>Nature of A/C(SB/CD/CC/OD)-</td>
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<tr>
<td>15</td>
<td>Have you furnished the undertaking( as per Annexure –II) on letter Head</td>
<td></td>
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</tbody>
</table>

**Sign of bidder**

*(Dated Signature of the Bidder with stamp of firm)*

Note:

(I) In case of non-fulfillment of any of the above information/document(s), the Tender will be summarily rejected without giving any notice.

Date:

Place:
ANEXTURE-II

(On letterhead)

Notice inviting tender no: Admin/178  Dt: 28.02.2018

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Board immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

4. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)
Name:
Designation with Seal of the Firm:

(Signature of the witness)
Name
Address
AMTEXTURE-III

Notice inviting tender no: Admin/178 Dt.: 28.02.2018

TERMS & CONDITIONS OF THE CONTRACT
(Annexure to Tender Document)

THIS CONTRACT IS ENTERED BETWEEN:

____________________ (Name) of

____________________ (address), herein after called the

'Contractor/Supplier/firm' And

West Bengal board of Secondary Education through its Secretary, Nivedita Bhavan, DJ-8, Sector II, Saltlake, Kolkata-700091 hereinafter called the Board.

1. This Annual Rate Contract is for procurement of Electrical items as per the attached list at the corresponding agreed rates for the use of the Board. These items are generally purchased as per requirement from time to time. The terms and Conditions for the Submitting of the Tenders (to the extent relevant) are the part of this Contract and they are in addition to and not in derogation of this Contract.

2. If it comes to the notice of the Board that the information/documents furnished by the Contractor in its tender is incorrect or false or if the Contractor fails to fulfil its obligations under this Tender Document i.e., Non-adherence to terms and conditions contained in this Tender or failure to supply the items 3 times during the validity of the contract, it may result in blacklisting of firm for a period of not less than 3 years by the Board after due notice to the Contractor. In such event, the Contract will stand terminated automatically and the performance security of the Contractor shall be forfeited, in addition to resorting to all other legal remedies as per the discretion of the Board. (The cut-off date of delivery period shall be counted from the date of actual despatch of supply orders to date of receipt of supplies at destination.)

3. The supply of articles shall be subject to complete satisfaction and inspection by the designated officer of the Board and the decision of the Board shall be final as to the quality and quantity of the stores as given into the list and legally binding upon the Supplier and in case of any of the articles supplied not being found as per specification shall be liable to be rejected and to be replaced and any expenses or losses caused to the Board shall be borne by the supplier.

4. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.

5. The items/articles supplied will not be more than 3 months (Three months) old to adversely affect their performance. The acceptance of articles will be given only when the articles are found up to the specifications given into the list and free from all defects.

Sign of Bidder
6. The rejected items must be removed by the Contractor from the Board’s premises within 7 days from the date of the information about their rejection. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee during the course of inspection and before taking the charge of any such stores.

7. The Contractor must always be in a position to supply Electrical items mentioned in the list enclosed on short notice as and when needed.

8. All expenses and risk will be borne by the Contractor for delivering the Electrical items to the premises of the Board.

9. The Electrical items must be delivered in the Board’s premises within the scheduled delivery as mentioned in the delivery note.

10. The rates quoted shall remain same during rate contract period and no request for any increase in the rates shall be entertained.

11. The Contractor must ensure its or that of its representative’s availability and response during office hours over the contact number/s (including a mobile and a landline number/email) as provided for receiving the list of requisites for Electrical items so that it may be contacted immediately in case of urgency. The Contractor needs to remain in co-ordination with the Store in charge of the Board to ensure planning of the expected demands well in advance and its timely delivery.

12. The Contractor must not supply any substandard/duplicate/refilled items and if supplied, appropriate action such as imposition of penalty, claim for compensation for consequential losses/damages and cancellation of Contract as the Board may deem fit, will be taken against defaulting Contractor. Therefore, the items supplied must be of the BIS approval or carrying the approval of same other recognized national/international agency quality/branded items, from the original manufacturers and in accordance with the sample given in first stage by the Contractor. The Contractor will ensure replacement of the defective items within three days at its own cost.

13. The date and time for delivery stipulated in supply order must deemed to be the essence of the contract and if the Supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 5% of the value of the delayed goods under the contract. The competent authority of the Board may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited in addition to other legal consequences.

14. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged in addition to the cost of re-tender.
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15. In case the Contractor fails to make supplies within the delivery schedule and / or supplies sub-standard products rather than what agreed, in consequence of which the Board has to resort risk purchase, the purchaser (WBBSE) may recover from the Contractor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by Contractor into his bid as attached to this Contract. In case of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.

16. Subject to the terms of this Contract, the interest free security deposit shall be returned after contract period is over (after the adjustment for the deduction/s, if any).

17. The payment to the Contractor shall be released on submission of bill accompanied with duly received challan.

18. The Contractor shall, at all times, agree to indemnify and keep indemnified the Board against all losses, damages which may arise in respect of action/inactions of the Contractor or breach of any term of this Contract by the Contractor. All claims regarding indemnity shall survive the termination of the contract with the Contractor.

19. In case of insolvency/non-compliance/breach of any terms & conditions by the Contractor at any stage during the agreed term of the Contract, the Board will discontinue the contract immediately, by forfeiting the security deposit in addition to taking all legal actions including, but not limited to the claims for compensations against all direct and indirect costs/damages/losses/etc that the Board may incur due to the actions and inactions of the contractor causing premature termination of the Contract.

20. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the Rate Contracts/supply orders, the matter will be referred to the Secretary, West Bengal Board of Secondary Education or his authorised representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be firm and binding on the tenderer.

21. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the tender price will be higher than the controlled rate.

22. The Specification and quantity of the item needed is mentioned in the “list of items for Financial Bid” which is an approximate detail and is subject to increase/decrease at the discretion of the competent authority of the Board. The payment would be made for actual supply taken and no claim in this regard will be entertained.

Sign of Bidder
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23. The Contractor hereby guarantees that the stores, articles sold/supplied to WBBSE (purchaser) under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the Tender Document. The date of manufacturing of the items supplied will not be more than 3 (Three) months old. The contractor hereby further guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of delivery of the said goods/stores/articles to the purchaser or for such higher period as provided by the original manufacturer and notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period, the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of replacement thereof. In case of failure of the contractor to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

Sign of bidder
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24. This contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

25. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in WBBSE, Nivedita Bhavan, saltlake, Kolkata-91

Signature of the Contractor

Name:

Official Seal:

Date:

Address:

Land Line No:

Fax No:

Mobile No:

Email Id:

Signature of the Secretary, duly authorized by the WBBSE

Name:

Official Seal:

Date:

Address:

Signature of the Witness:

Name:

Date:

Address:

Signature of the Witness:

Name:

Date:

Address:
ANEXTURE-IV
(On letterhead)
Notice inviting tender no: Admin/178    Dt.: 28.02.2018
Details of experience
Name of the firm

<table>
<thead>
<tr>
<th>Annual rate contract/Agreement No &amp; Date</th>
<th>Name of the Agency awarding the rate contract</th>
<th>Value(Rupees in lakhs)</th>
<th>Date of Completion</th>
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Signature and seal of the Tenderer

Full Name of Tenderer