

TAMRALIPTA CO-OPERATIVE SPINNING MILLS LTD

TENDER DOCUMENT

**Procurement of Dyed PV yarn for production of Uniform Cloth Material (Suiting) for the
School Students of the State of West Bengal**

E-Procurement Tender Document

Address for communication:

**Managing Director
Tamralipta Co-operative Spinning Mills Ltd.
Kamalalaya Centre, 4th Floor, Room No. 403, 156A, Lenin Sarani
Kolkata – 700 013**

E-Mail: tcsmc@gmail.com

NOTICE INVITING e-TENDER

e-NIT No.: CO/ESTT-TLP/T/Q/NIT 05(e)/22-23 Dated: 12/07/2022

The Tamralipta Co-operative Spinning Mills Ltd. has been mandated by MSME & T Deptt., Government of West Bengal to procure **dyed Polyester & Viscose (PV) blended yarn** of Blend ratio P:V as 65:35 in Navy blue colour (as per sample) for production of Uniform Cloth Material (Suiting) for the school students of the State of West Bengal by local power loom weavers. The Managing Director, Tamralipta Co-Operative Spinning Mills Ltd hereby invites tender in two cover system (Technical and Financial Bid) for supply of **dyed Polyester & Viscose (PV) blended yarn** through e-procurement portal of Government of West Bengal (www.wbtenders.gov.in) from manufacturer /authorized Distributors/Authorized Dealers, Bonafide Suppliers, Consortium of suppliers having tie-up with mills. Documents related to tie-up should be submitted as per given format.

Schedule of important dates in the e-Tender:

Sl. No.	Activity	Date & Time
1.	Date of Uploading (Publishing) of N.I.T. Documents (Online)	12/07//2022 at 06.00 PM
2.	Documents Download Start Date & Time (Online)	12/07/2022 at 06.00 PM
3.	Pre-bid Meeting Date & Time (Online)	18/07/2022 at 03.00 PM
4.	Join Zoom Meeting for Pre-bid (Online)	Meeting ID: 832 4715 6155 Pass code: pf7NZn
5.	Bid Submission Start Date & Time (Online)	12/07/2022 at 06.30 PM
6.	Submission of Sample End Date & Time	03/08/2022 at 06.00 PM
7.	Documents Download End Date & Time (Online)	03/08/2022 at 06.00 PM
8.	Bid Submission End Date & Time (Online)	03/08/2022 at 06.00 PM
9.	Technical Bid Opening Date & Time (Online)	06/08/2022 at 12.00 PM
10.	Financial Bid Opening Date & Time (Online)	To be notified later on.
11.	Venue of Opening of Tenders & Address for Communication	Office of the Managing Director, Tamralipta Co-operative Spinning Mills Ltd., Kamalalaya Centre, 4 th Floor, Room No.403, 156A, Lenin Sarani, Kolkata – 700 013

NOTICE INVITING e-TENDER

e-NIT No.: CO/ESTT-TLP/T/Q/NIT 05(e)/22-23

1. The Managing Director, Tamralipta Co-operative Spinning Mills Ltd hereby invites online bids in two cover system (Technical and Financial Bid) for “Uniform Cloth Material (Suiting) for the students studying in schools of the State of West Bengal”.

The complete tender will comprise of the Technical Bid and the Financial Bid. Any bidder who intends to participate shall submit Technical & Financial Bid through ‘e-tendering’ in the e-procurement portal www.wbtenders.gov.in

2. Bidders are advised to note the pre-qualification criteria specified in the NIT to qualify for award of the contract. Bidders are advised to examine this bid document carefully before submitting their bids in response to the Notice Inviting Tender. Submission of bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. Tender documents may be downloaded from www.wbtenders.gov.in. The bidders will be required to register themselves with ‘<https://wbtenders.gov.in>’ to participate in the bidding process and also get necessary digital signature certificates.
4. The bids are invited for the Items Sl. No. 1 & 2 in para 5 for which this tender is being floated. The complete tender will comprise of the Technical Bid and the Financial Bid. Bidder shall submit only one Technical Bid through ‘e-tendering’ while the Financial Bid in the form of the Bill of Quantities (BOQ) given in the e-tendering portal will have to be submitted separately.

5. List of List of Items:

Sl. No.	Name of Work	Estimated Quantity in MT	Earnest Money Deposit (EMD)	Minimum Annual Turnover Required	Period of Completion of Work
1.	Procurement of 20s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality Staple Fibre	1600	Rs. 2,08,000,00/- (Two Crore Eight Lakh	Rs.500 crore (Five hundred crore)	240 days
2.	Procurement of 2/40s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality Staple Fibre	1700			

6. Earnest Money Deposit (EMD):

The intending bidder shall deposit an amount of Rs. 2,08,000,00/- (Two Crore Eight Lakh only) as Earnest Money Deposit (EMD) i.e 2% of the approximate tender value

Login by bidder:

1) A bidder desirous of taking part in e-tender floated by the State Government shall login to the e-Procurement portal of the Government of West Bengal www.wbtenders.gov.in using his/her login ID and password by using their valid DSC.

2) He/she will select the tender to bid and initiate payment of pre-defined EMD fixed for that tender by selecting from either of the following payments modes:

a) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;

b) RTGS/NEFT in case of off-line payment through bidder's bank accounts in any Bank approved by RBI in India.

EMD payment procedure:

1) Payment by Net Banking out of any listed bank through ICICI Bank Payment Gateway:

k) On selection of Net Banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to electronically transact the EMD.

l) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

m) Bidder will receive a confirmation message on registered mobile phone regarding success/failure of the transaction.

n) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch

of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD against unique codes for identification of the tendering authority.

o) If the transaction is failure, the bidder will again try for payment by going back to the first step.

2) Payment through RTGS/NEFT:

- a) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- b) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own designated Bank account.
- c) Once payment is made, the bank would provide an "UTR remittance number" for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- d) If verification is successful, the fund get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD.
- e) Hereafter, the bidder will go to e-Procurement portal for final submission of his/her e-bid within pre-assigned last date of submission of e-tender.
- f) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's bank account.

Note: EMD made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line final bid submission. Thus, the bidder is to take precaution in case of RTGS/NEFT transfers, so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

Refund/Settlement Process for EMD:

- a) After decrypting/admitting of all e-bids, the preliminary technical bid evaluation (TBO) summary sheet would be published in the Portal after two working days, and there after at least after four working days, the Final technical evaluation (TBE) summary sheet would be published in the Portal with simultaneously electronic processing in the e-Procurement portal by the tender inviting authority done so that status of the all bids as qualified or disqualified; based on the Final Bid Evaluation Sheet (FBE) is made available to all bidders along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- b) On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the EMD on-line transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.

c) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 will be refunded, through an automated e-process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority.

d) As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer to Government Receipt under Public Accounts of the State through GRIPS where under the security deposit will also be collected in connection with the work.

e) All refunds will be made mandatorily to the Bank account from which the payment of EMD was initiated. EMD of the successful bidder will be converted into Security Deposit.

f) If the e-tender is cancelled, then the EMD would be reverted to the original bidder's bank account automatically after such cancellation order is processed online by the Tender Inviting Authority.

g) TIA reserves the right to forfeit the EMD electronically in case of breach/violation of tender rules and payable at Kolkata at the time of submission of tender as an Earnest Money. The original Demand Draft against EMD (scan copy of which should be uploaded) should be submitted physically to the office of the Managing Director, Tamralipta Co-operative Spinning Mills Ltd. in a sealed cover with an application on or before Technical Bid Opening date. This clause is applicable for all categories of applicants except those who are exempted as per prevailing Government Order.

h) Forfeiture of EMD: If any bidder fails to supply to Tamralipta Co-operative Spinning Mills Ltd at quoted/accepted rate at quantity claimed/accepted or violates any other condition of the contract, their EMD may be forfeited.

7. Intending bidders may download the bidding documents from the website <https://wbtenders.gov.in> and appropriate Earnest Money Deposit (EMD) of an amount as mentioned in Sl. 5 of this NIT by intending bidder online.
8. The Selected Bidder in respect of the tendered quantity shall have to complete the supply of entire quantity at such locations, manner and as per specifications within 240 days from the date of Notification of Award/Work Order by Tamralipta Co-operative Spinning Mills Ltd.
9. Eligibility criteria for participation:
 - (i) The bidders shall have to meet the minimum eligibility criteria in respect of all of the following:

- (a) Financial Capacity
- (b) Technical Capability comprising of production capacity
- (c) Experience/Credentials

(ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria as mentioned in (a), (b) and (c) above. If any document submitted by a bidder is found at any stage to be fabricated or false or untrue in any material respect, the bid of the bidder will be rejected outright without any prejudice to any right of the Tamralipta Co-operative Spinning Mills Ltd including forfeiture of the EMD.

(iii) Financial Capacity requirement: A bidder shall have average annual turnover as mentioned in Para – 5 (Page No. 3) during the last 3 (three) financial years (i.e. 2018 – 19, 2019 – 20, 2020 - 21)

(iv) Technical Capacity requirements are as follows:

- (a) Manufacturers / authorized Distributor / authorized Agent / bonafide supplier / Consortium of suppliers having tie-up with manufacturer (i.e. Mills) should submit valid documents and manufacturer must have an annual turnover of at least Rs.500 Crore (Rupees Five hundred Crore) for the last 3(three) consecutive financial years and must have minimum production capacity of 900 MT of manmade fibre spun yarn per month.
- (b) The bidder must have Copy of valid License / IEM / SIA certificate / UDYAM Registration revealing the manufacturing activities of the respective mills in one or different location under same GST & PAN
- (c) The bidder should have minimum production capacity of 10800 MT per annum and produce certificates issued by Ministry of Textiles / Ministry of commerce and Industries (like SIA.), Govt. of India/ Any Relevant Document Issued by
Concerned State Govt.
- (d) The bidder should produce Letter of Authority from the manufacturer, if the Bidder happens to be a Supplier as authorized Agent/ bonafide dealers / authorized distributor/consortium.
- (e) In case of bidder's tie-up with mills, documents pertaining to turnover, net worth, GST, PAN, ITR, supply capacity, past credential will have to be submitted both for the Agent/Dealer and the Mill. Evaluation will be done on both set of documents.
- (f) The bidder should submit copy of GSTR 3B for last three quarters. The GSTR 3B for last three quarter is also essential for the mills with whom the bidder has a tie-up agreement.

- (g) Bidder or in case of any partnership firm, any one of the partners should not be insolvent, bankrupt or being wound up, their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and should not be the subject of legal proceedings.
- (h) **Technical eligibility:** The bidder whether as manufacturer or Tie-up agreement with the manufacturer should have plant capacity with minimum one lakh spindles of new generation machineries and have sufficient in-house or tie-up capacity of manufacturing double yarn through TFO for the supplying this tender quantity.

The bidder and the mill with whom the bidder is tied up with agreement should have in-house SQC (Statistical Quality Control) department well equipped with new generation textile yarn testing instruments for determining the quality of yarn produced by their mill following proper calibration method as per standard testing norm. A list of testing machineries of their in-house testing laboratory (SQC) should be submitted in the format (Annexure-IV).

- (i) All varieties of yarn should be suitable for working satisfactorily in Hi-tech & High Speed Rapier/Airjet Loom or any other shuttle less loom.
- (j) A bidder must produce records satisfactorily evidencing:
 - (i) Manufacture / supply of Dyed Polyester and Viscose blended yarn during each of the last 3 (three) financial years (i.e. 2018 – 19, 2019 – 20, 2020 - 21)
 - (ii) In case of manufacturer, production capacity i.e. yarn manufacturing @ 900MT per month should be provided with valid documents.
 - (iii) The bidder should have executed similar nature of work in any one year during the past three years for which he is bidding. Minimum 40% of the similar required quantity of goods like similar yarn needs to be supplied satisfactorily to the Government / Quasi Government / Public sector under taking companies / Publicly Listed Companies / Private Companies. Copy of purchase orders and satisfactory delivery certificates must be enclosed.
 - (iv) The bidder should have positive net worth in each of the last 3(three) financial years ending March 2021.

10. L1 bidder will be awarded to supply the entire tendered quantity. If he fails to supply as per quality and delivery schedule mentioned in the tender, the tendering authority has sole discretionary capacity to distribute the rest of the quantity to other bidders at L1 rate. Suppliers willing to supply at L1 rate will be given order based on their production capacity, financial strength, experience in supply and **the entire order may be distributed amongst more than one supplier at L1 rate. The purchaser reserves the right for distributing the order between eligible bidders at L1 rate.**
11. In case of tie-up with mills, yarn manufacturing capacity total of 30 MT Per day during each of the last 3 (three) financial years(i.e. 2018 – 19, 2019 – 20, 2020 - 21) shall be considered in respect of tied-up mills.
12. The Supplier shall be entirely responsible for all taxes (except applicable GST), license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
13. Apart from the rates, the Financial Bid should include all taxes, loading, unloading & transportation covering all cost and risk upto designated site of delivery except applicable GST.
14. Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in this NIT. Bids valid for a shorter period shall be rejected as non-responsive.
15. The Bidder should manufacture and supply the aforesaid varieties of yarn to be used for manufacturing school uniform (suiting) with standard parameter/specification as specified in this document (Annexure – I) .
16. The yarn should be manufactured from 100% virgin quality fibre. Yarn manufactured out of recycled fiber will not be accepted. If found in testing any use or mix-up of recycled fibres in the supplied yarn, penal clause will be imposed and payment will be held up until the said quantities are replaced.
17. The bidders should be capable to start supply within 25/30 days from the date of receipt of the order.
18. The bidder must supply samples of yarn, four numbers small cones of each variety containing 200 grams yarn directly to this office before seven days of opening of Technical Bids for quality assessment.
19. Bidder who will not supply the sample before the Technical Bid Opening date their offer may not be accepted and their financial bids may not be opened on the date of opening of financial bid as their bid may not be technically qualified.

20. Coloured yarn or cloth sample will be provided by Tamralipta co-operative Spinning Mills Ltd and the bidder have to match the colour shade in accordance with that and should produce sample of that matched colour shade yarn at the Office of Tamralipta Co-operative Spinning Mills Ltd. Kamalalaya Centre Building, 4th Floor, Room No. 403, 156A, Lenin Sarani, Kolkata – 700 013 before supplying in bulk quantity. The yarn sample to be submitted with test report on mentioned parameters (as per Annexure- I) before seven days of opening of the technical bid. Product's samples should be accepted according to the specifications fixed by Tamralipta Co-Operative Spinning Mills Ltd as specified in the specification sheet on the basis of testing report from third party NABL accredited LAB which is acceptable to the bidder also. The bidders whose sample is not passed in quality test will be technically disqualified.
21. A copy of test report from NABL accredited Lab should be produced by the supplier with the dispatch documents on delivery of every lot.
22. The Bidder should be recognized and having technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation and the personnel to perform the supply contract.
23. Deviation as per tolerance provided in the specification sheet (Annexure-I) will be admissible. 1% penalty for deviation on any parameters beyond the tolerance limit will be levied for deviation upto 5% and supply lots with deviation on any parameter beyond 5% will be summarily rejected and will have to be replaced by the supplier at their own cost within 30 days.
24. Quoted Rate should be the basic price per kg inclusive of transportation covering all cost and risk at the point of delivery within West Bengal upto receiving points of Tantuja godown at Santipur (Dist – Nadia), Kalna, Purbasthali (Dist– Barddhaman), Sukchar (North 24 Parganas), Kolkata within the stipulated period of time as mentioned in the delivery schedule in this bidding document (Annexure – II).
25. GST as applicable to be paid extra on basic price.

Additional Instructions to Bidders

The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required in this tender document or a tender not substantially responsive to this tender document will be categorically rejected.

1. Clarification of Tender documents:

A prospective bidder requiring any clarification of the tender documents may notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for tenders.

The purchaser shall respond in writing and upload the clarifications on the e-procurement portal for all the queries received before the time of queries as mentioned in data sheet.

2. Amendment of Tender Documents:

At any time prior to the last date for submission of tenders, the purchaser may, for any reason, whether at **its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal**. No individual communication will be made in this regard by the purchaser.

In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the last date for the submission of tenders and issue corrigendum on e-procurement portal.

Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on the e-procurement portal. Addenda will be binding on the bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. It will be the bidder's responsibility to check the e-procurement portal for any amendment/addenda on the bidding documents, before submitting the bid. All amendments and addenda will be treated as part of Tender Document.

PREPARATION OF TENDERS

1. **Language of Tender:**

The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be written in English.

2. **Tender Form:**

The bidder shall complete the tender form and the price schedule, furnished in the tender documents, indicating the goods to be delivered, country of origin, quantity and prices.

3. **Tender Prices:**

The bidder shall indicate the Basic price per kg of Dyed Polyester & Viscose blended yarn in navy blue colour material and total tender price of entire quantity on the price schedule that shall be inclusive of transportation of the goods, warranty requirements and quality charges.

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

The price should be quoted only in BOQ which will be opened during financial bid opening. In no way price should be declared in technical bid documents and if found so the bid of the responsible bidder will be rejected.

4. **Tender Currency:** Prices shall be quoted in Indian Rupees (INR) only.

5. **Period of Validity of Tenders:** Tenders shall remain valid for **180 days** after the deadline for submission of tenders prescribed by the Purchaser.

6. **Format and Signing of Tender:** Eligible bidder shall upload all the documents required for this bid, in e-procurement portal and submit and sign using digital key.

7. **SUBMISSION OF TENDERS**

a. **Submission of Tenders:** All bidders should submit their tenders through e-procurement portal only. Telex, Cable or facsimile tenders will be rejected.

b. **Deadline for Submission of Tenders:** Tenders must be uploaded and signed **not later than the time and date specified in the Data Sheet**. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

c. The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the last date as extended.

d. **Modification and withdrawal of Tenders:** The Bidder may modify or withdraw its tender after the tender submission, for any number of times before the last date for the submission of bids with no extra cost on the e-procurement portal.

e. No tender may be modified subsequent to the last date for submission of tenders.

- f. No tender is allowed for withdrawal in the interval between the last date for submission of tenders and the expiration of the period of tender validity specified by the Bidder on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Bidder's forfeiture of its earnest money deposit

8. TENDER OPENING AND EVALUATION OF TENDERS

- a. **Opening of Tenders by the Purchaser:** The Purchaser will open all technical bids submitted through e-procurement portal in the presence of Bidder's representatives who choose to attend, on the date and time specified in the Data Sheet at the Office of Tamralipta Co-operative Spinning Mills Ltd. Kamalalaya Centre Building, 4th Floor, Room No. 403, 156A, Lenin Sarani, Kolkata – 700 013.
- b. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- c. The Bidder's names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

9. Preliminary Examination

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of Liability, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10. Evaluation and Comparison of Tenders

Tender Committee will evaluate and compare the tenders which have been determined to be substantially responsive. No tender will be considered if the complete requirements are not included in the bid documents.

AWARD OF CONTRACT

1. Qualification criteria:

- 1.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive tender meets the criteria and is qualified to perform the contract satisfactorily.
- 1.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.3 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

2. Award Criteria

L1 bidder will be awarded to supply the entire tendered quantity. If he fails to supply as per quality and delivery schedule mentioned in the tender, the tendering authority has sole discretionary capacity to distribute the rest of the quantity to other bidders at L1 rate. Suppliers willing to supply at L1 rate will be given order based on their production capacity, financial strength, experience in supply and **the entire order may be distributed amongst more than one supplier at L1 rate. The purchaser reserves the right for distributing the order between eligible bidders at L1 rate.**

3. Purchaser's right to vary quantities at time of Award

Work order will be issued in part for restricted quantity and after satisfactory completion of the part order next part order will be issued.

The Purchaser reserves the right at the time of contract award to **increase or decrease by up to 25 percent of the quantity of yarn** originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

4. Purchaser's Right to accept any Tender and to reject any or all Tenders

The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected bidders.

5. Notification of Award

- a) Prior to the expiration of the period of tender validity, the Purchaser will notify the successful bidder in writing by registered post or e-mail, that its tender has been accepted.
- b) The notification of award will constitute the formation of the contract.

6. Performance Security

Within 07 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 3% of the contract value according to the memo no 796 –F(Y) dated 25.02.2022, Finance Department, Govt. of West Bengal, valid up to 90 days after the date of completion of performance obligations.

- i) Failure of the successful Bidder to comply with the requirement of the criteria shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new tenders.

7. Corrupt and fraudulent practices

The Government requires the bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government defines for the purpose of this provision, the terms set forth as follows:

- i) “corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the act of public official in the procurement process or in the contract execution;
- ii) “Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice among the bidders (prior to or after tender submission) designed to an established prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; and
- iii) “Obstructive practice” means deliberately destroying, falsifying, altering or concealing or making false statements during bidding process or during the execution of project in order to materially impede the department into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from bidding or execution of any services to the Department.
- iv) Will reject a proposal for an award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices or obstructive practice in competing for contract in question
- v) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if at any other time determines that the firm has engaged in corrupt or fraudulent practices or obstructive practice in competing for, or in executing a Government financed contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, Warranty Services, Preventive Maintenance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section;
- (f) "SCC" means the Special Conditions of Contract;
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC;
- (h) "The Purchaser's country" is the country named in SCC;
- (i) "The Supplier" means the firm supplying the Goods and Services under this Contract;
- (j) "The Government" means the Government of West Bengal State;
- (k) "The Project Site", where applicable, means the place or places named in SCC;
- (l) "Day" means calendar day
- (m) "Lot" means total number of Dyed Polyester & Viscose blended yarn supplied to each delivery point, an administrative unit of the state.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Standards

- 3.1 The Goods delivered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.

4 Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary, for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information, except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by certified chartered accountants.

5 Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6 Performance Security

- 6.1 Within 07 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 3% of the Contract Value, valid up to 90 days after the date of completion of performance obligations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser.

7 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications.

- 7.2 The inspections and tests may be conducted on the premises to be decided by the purchaser, at times/occasions to be decided by the purchaser
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8 Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The weight of each cone package should be 1.2 - 1.5 kg with tolerance of +/- 50 gm between packages. All cone package should contain the cone slip mentioning name of manufacturing unit, lot no, count, date. Cone bag weight should be 50-60 kg.

The produced yarn should be wound up on new paper cone maintaining proper machining and compact packaging so that no slough-off of yarn occurs during unwinding at high speed. Use of old or used paper cones will not be accepted. Cone protector should be inserted in every cone before packing so that no damages can occur during handling & transportation.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified by the Purchaser.

9 Delivery of Goods, Service and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser on day-to-day basis as per the delivery schedule (Annexure – II). Delivery date will be considered the date on which the delivery of yarn is made at the receiving end on day to day basis. Monthly quota of delivery quantity to be completed as per daily requirement, haphazard delivery not maintaining the day schedule will not be accepted. A copy of test report from inhouse Lab in respect of yarn quality should be produced with the dispatch documents on delivery of every lot.

10 Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage, incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 100% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

11 Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within West Bengal, defined as Project site, transport to such place of destination in West Bengal including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be borne by the Supplier.

Transportation to be upto the receiving points of Tantuja godown at Santipur (Dist – Nadia), Kalna, Purbasthali (Dist–Barddhaman), Sukchar (North 24 Parganas), Kolkata within the stipulated period of time as mentioned in the delivery schedule in this bidding document (Annexure – II).

12 Warranty

- 12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. Suppliers warranty will be valid for at least 06 (six) months.
- 12.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty
- 12.3 “Upon receipt of such notice, the Supplier, within the period specified in SCC, replace the defective goods thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced goods thereafter.
- 12.4 The Purchaser may ask supplier to re-supply the entire lot of defected sample at the sole cost of the supplier when the yarn has been distributed to the weavers. Such re-supply should be completed within 30 days.
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 (thirty) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

13 Payment: Payment shall be released within 45(forty five) working days from the date of submission of bill on receipt of materials and duly inspected and tested from NABL accredited lab by a third party conforming strictly to the specifications laid down in the bid documents

and as per approved sample. Payment shall be released on the basis of deviation from tolerance limit of any parameter as mentioned in Annexure- I. Payment will be made in Indian Rupees.

14 Prices: Prices payable to the Supplier as stated in the contract shall be firm during the performance of the contract.

15 Change Orders:

15.1 The Purchaser may at any time, by written order given to the Supplier make changes within the General Scope of the Contract in any one or more of the following:

- a. Specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. The method of shipping or packing;
- c. The place of delivery; and/or
- d. The Services to be provided by the Supplier.

16 Contract Amendments:

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

17 Assignments

The supplier shall not assign, in whole or in part, its obligations to perform under the contracts, to any other party or person except with the purchaser's prior consent.

18 Subcontracts: No Sub-contracting shall be allowed.

19 Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

19.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.

20 Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price penalties, in case of delay in the supply of the goods, a Liquidated Damages of 0.5% per week of the cost of delayed material up to maximum deduction of 10% of the cost of delayed supply material. Once the maximum reached the purchaser may consider termination of the contract.

21 Termination

- 21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser
 - b. If the supplier fails to perform any other obligation(s) under the Contract.
 - c. Has abandoned or repudiated the Contract;
 - d. Has without valid reason failed to commence work on the System promptly;
 - e. Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
 - f. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices or obstructing practices in competing for or in executing the Contract.
- 21.2 In the event the Purchaser terminates the Contract in whole or in part, such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

22 Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purposes of this, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser

in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24 Termination for Convenience

- 24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

25 Settlement of Disputes

- 25.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 25.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this shall be finally settled by arbitration in Kolkata, W.B. only. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 25.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure, specified in the SCC.

25.5 Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
- b. The Purchaser shall pay the Supplier any monies due the Supplier.
- c. At any time the supplier aggrieved by any order passed by the purchaser, should file his grievances with the purchaser within 30 days from the date of the order passed, no grievance will be accepted after the due period.

26 Limitation of Liability

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement, pursuant to.

- a. The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27 Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

28 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

29 Notices

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing and confirmed in writing to the other Party's address

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30 Taxes

30.1 The Supplier shall be entirely responsible for all taxes, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

31 **Debarment/Black listing**

The Managing Director, Tamralipta Co-operative Spinning Mills Ltd reserves the right to black-list or debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts, which may be awarded to the bidder/supplier pursuant to the tender provided however, that the Managing Director, Tamralipta Co-operative Spinning Mills Ltd shall be obliged to allow an opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed. Any such order of black-listing/debarment that may be passed by Managing Director, Tamralipta Co-operative Spinning Mills Ltd shall be without prejudice to other rights of actions available to the Tamralipta Co-operative Spinning Mills Ltd against the bidder/supplier under the tender terms & conditions.

SPECIAL CONDITIONS OF THE CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding number of the General Conditions is indicated in parentheses.

1 Definitions (GCC 1)

- a. The purchaser is Managing Director, Tamralipta Co-operative Spinning Mills Ltd, Kolkata – 700 013
- b. The Supplier is <To be filled at the time of Contract signature>
- c. The Project Site is – ‘Procurement of Dye PV yarn for manufacturing of Uniform cloth material to Pre-primary to 8th std boys and Pre-primary to 8th std girl students studying in Govt.& Govt. aided schools of different districts of West Bengal.

2 Inspection and Tests (GCC 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a. The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will be followed for inspection and testing of goods. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier’s inspection report and manufacturer’s warranty certificate; the purchaser will test the equipment after the supply to the final destination.
- b. The first party may arrange for Pre-delivery Inspection of the Dyed PV yarn material at its own expenses. The second party shall organize for necessary arrangement for smooth testing which involves visit of technical panel or officers appointed by Purchaser to the Manufacturing unit at the time of production where the goods stocked and draw sample of yarn at random.
- c. In the event of specification failing to pass the pre delivery inspection a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test failing which the purchaser reserves the right to get the acceptance test, failing which the purchaser reserves the rights to get the material replaced by the supplier at no extra cost to the material.
- d. Only after the acceptance of the purchaser, based on Pre-delivery inspection approval will be provided for the supply of the material.
- e. Once the supply has been completed by the second party at blocks Post delivery test will be conducted by the agency identified by the purchaser for which one random sample of each type of yarn in each block which here after called as a lot, and will be transported to the

third party testing agency. Any deviation from the required specification within the acceptable range will be penalized appropriately. For any deviation beyond the acceptable range, the entire lot will be rejected and the goods will have to be replaced with 30 days.

- f. The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% or the duration of test period shall be considered as satisfactory.
- g. In the event of the PV Dyed yarn failing to pass the acceptance test, the supplier shall replace the material that passes the acceptance test within two weeks at no extra cost to purchaser.

3 Delivery and Documents (GCC 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four copies of the Supplier's invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of goods from the consignee(s);
- (iii) Four copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report
- (vii) Stock certificate duly signed by designated officer.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Settlement of Disputes

The dispute settlement mechanism to be applied pursuant to GCC 26.2.2 shall be as follows:

- (a) In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The Sole Arbitrator should be appointed by the Department of MSME & T, Govt. of West Bengal.
- (b) Arbitration proceedings shall be held at Kolkata, West Bengal, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

5 Notices (GCC 30)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Managing Director, Tamralipta Co-operative Spinning Mills Ltd. Kamalalaya Centre Building, 4th Floor, Room No. 403, 156A, Lenin Sarani, Kolkata – 700 013.

Supplier: (To be filled in at the time of Contract signature)

.....

.....

.....

6 Progress of Supply

Supplier shall regularly intimate, on periodical intervals (not more than weekly basis), the progress of production and supplying in writing, to the Purchaser after supply/release order is issued, as under

- (a) Quantity offered for inspection and date;
- (b) Quantity accepted/rejected by inspecting agency and date;
- (c) Quantity dispatched/delivered to consignees and date;
- (d) Quantity where incidental services have been satisfactorily completed with date;
- (e) Quantity where rectification /repair /replacement effected/completed on receipt of any communication from consignee/ purchaser with date;
- (f) Date of completion of entire contract including incidental services if any; and
- (g) Date of receipt of entire payment under the contract(in case of stage wise inspection, details required may also be specified)

7 Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

8 Supplier's Obligations

- i. The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- ii. The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- iii. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.
- v. Supplier shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

9 Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

TENDER FORM

From,

To
The Managing Director,
Office of the Managing Director, 4th Floor at Kamalalaya Centre Building
Room No. 403
156 A, Lenin Sarani
Kolkata - 700 013

Sir,

Having examined the Tender Documents including Addenda
....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer
to supply the required item as envisaged in the tender document no. regarding
the Procurement of Dyed Polyester & Viscose blended yarn in 65:35 P:V blend ratio suitable to be used for
School uniform cloth material for supplying to Government schools of West Bengal during in accordance with
said tender documents and the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified
in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to security deposit amount
for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period as specified in the tender document and it shall
remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and
your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will
strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per the tender documents.

Dated this day of..... 20

(signature)

(SCAN AND UPLOAD)

TECHNICAL BID

S.No	Details required	Uploaded/ not uploaded
1	Details of the Firm/Company	
2	Annual Turnover and Net worth	
3	Performance details	
4	Declaration on Blacklisting	
5	Copy of Certificate of registration issued under the Companies Act/Partnership Act and any other relevant Act by the competent authority	
6	ISO certificate issued by the competent authority/agency	
	<ul style="list-style-type: none">• Valid Factory license issued by appropriate authority or license• IEM certificate• SIA certificate• UDYAM Registration	
8	Audited Profit and loss statements and Balance sheet and Receipts and payments Balances for the Last 3 consecutive Financial Years	
9	Certificate issued by the competent authority for the minimum installed production capacity of the Firm/Organization	
10	Documents including work orders and satisfactory completion certificates for the previous supplies made	
11	Copy of the PAN card of both Lead bidder and Partner	
12	GST Registration certificate of lead bidder and partner	
13	Income Tax returns filed in the past 3 financial years	
14	List of facilities established for quality check.	
15	List of employees in valid technical position	
16	Pollution Control Certificate issued by competent authority	
17	Sample test reports.	
18	Mention the EMD amount paid (Amount in Rupees)	

Note: The Enclosures related to S.No. 1 to 18 must be self-attested and uploaded.

Seal and signature of the Bidder

(SCAN AND UPLOAD)

Form T-1

Description	Details to be filled by the Bidder
Name of the Company/firm	
Nature of the Company/firm Government / Public / Private / Partnership	
Year of Establishment and details of registration	
Regd. Office Postal Address with Phone & Fax Number	
Contact person with Phone, Mobile Number & e-mail address	
GST Regn. No.	

Seal and signature of the Bidder

(SCAN AND UPLOAD)

Form T-2
Statement of Annual Turnover and Net worth

Financial Year	2019 – 20	2020 – 21	2021 - 22
Annual Turnover inCrores			
Net worth of the Company/Firm			
Average AnnualTurnover in Crores			

Chartered Accountant

Seal and signature of the Bidder

Note:

Mandatory Supporting Documents: (a) Auditor Certified financial statements for the last 3 (three) financial years; Enclose the Balance Sheets

(SCAN AND UPLOAD)

Form T3

Proforma for Performance Statement of the last 3 (three) years for the supply of Yarns

Name of the Company/Firm/Organization:

.....

Orders placed by (Full address of Purchaser)	Order No and Date (Attach copy of the order)	Description of goods ordered	Quantity of Goods in meters	Value of Order	Date of Completion of delivery of goods As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7	8
2018 – 19							
2019 – 20							
2020 – 21							

Supplies of 2021-22 will also be considered.

Signature and Seal of the Bidder:

(SCAN AND UPLOAD)

Form T-4

DECLARATION

Format for Self Declaration on Black Listing

(Company Letterhead)

To,

[Date]

**Managing Director,
Office of the Managing Director, 4th Floor at Kamalalaya Centre Building
Room No. 403
156 A, Lenin Sarani
Kolkata - 700 013**

Sir,

In response to the e-NIT No. _____ dated _____ for quoting as an Director of M/s << Bidder>> , I / We hereby declare that our Company / Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding as on Bid Submission date by **any State/Central Govt. or PSU or Local bodies** due to, breach of general or specific instructions, corrupt /fraudulent or any other un ethical business practices or due to Non-performance / unsatisfactory performance.

Yours faithfully,

Authorized Signatory _____
Name _____
Designation _____
Company name _____

(SCAN AND UPLOAD)

CONTRACT FORM

THIS AGREEMENT made the day of....., 20... between..... (Name of purchaser) of..... (Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary services viz..... (Brief Description of Services) and has accepted a tender by the Supplier for the supply of those services in the sum of..... (Contract Price in Words and Figures) (Herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
 - (g) Any Amendments/addenda issued to this tender
 - (h) Pre bid meeting proceeding
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and satisfactory services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and satisfactory services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the items which shall be supplied/provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SUPPLY	UNIT PRICE	TOTAL PRICE	Delivery terms

Total value:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said(For the Supplier)

in the presence of:.....

ANNEXURE –III

**FORMATE OF THE BANK GUARANTEE
FOR RELEASE OF SECURITY DEPOSIT**

To

(Name and address of purchaser)

WHEREAS _____ << Name and address of Supplier >> hereinafter called “the Contractor” has undertaken in pursuance of contract No. _____

Dated _____ to execute _____ (Name of Contract and brief description of Work) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for release of “SECURITY DEPOSIT” for compliance with his obligation in accordance with the Contract;

AND WHEREAS we (Indicate the name of the Bank and branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we (Indicate the name of the Bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor up to a total of Rs.(amount of guarantee).....(in words), we undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limit of(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the Bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the Bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the Bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the Bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This guarantee shall be valid upto..... It comes into force with immediate effect and shall remain in force and valid for a period of Defects Liability Period/Security period plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs._____ (Rs,_____) and unless a claim in writing is lodged with us within the valid period, i.e upto of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed on this day of20..... at.....

SIGNED SEALED AND DELIVERED
For and on behalf of the Bank:

(Signature)

(Name)

(Designation)

(Code no.)

(Address)

Note: i) The Bank Guarantee should contain the name, designation and code no of the officer(s) signing the guarantee.

ii) The address, telephone number and details of Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE - I

TECHNICAL SPECIFICATIONS OF DYED PV YARN FOR SUITING

Counts, specification and quality parameters for PV (65:35) Dyed Cone yarn:

Description of yarn required	Resultant count (ISO 2060-1994)	Min CSP (ISO 2060 - 1994)	Count Variation (ISO 2060-1994)	Strength CV (ISO 2060-1994)	Blend variation (IS 3416 Part-1: 1988)	U% (ISO 16549-2004)	Total Imp (Within)	Hairiness	Colour fastness			Purpose of use	Quantity
									Washing fastness (ISO 105 C06 1997)	Light fastness (AATCC 16-3.5)	Rubbing fastness (ISO 105 X 12 1995)		
20s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality staple fibre	20	4100	±3%	3 -3.5%	±3%	10	70	5-6	4.0 & above	4.0 & above	4.0 & above	For Weft of Suiting	1600 MT
2/40s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality staple fibre	20	4400	±3%	3 -3.5%	±3%	9	55	5-6	4.0 & above	4.0 & above	4.0 & above	For Warp of Suiting	1700 MT

N.B

- Dye to be used: Disperse & Reactive
- No Hazardous Chemicals/Dyes should be used.

ANNEXURE - II

Delivery Schedule :

Description of PV Dope dyed spun yarn	Quantity to be procure in MT	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023
20s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality staple fibre	1600	11 MT per day or 330MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	4 MT per day or 120MT in the month	3 MT per day or 90MT in the month
2/40s PV Dyed navy blue colour spun yarn with blend ratio 65:35 using virgin quality staple fibre	1700	11 MT per day or 330MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	7 MT per day or 210 MT in the month	4 MT per day or 120MT in the month	4 MT per day or 120MT in the month

N.B : 1.Each delivery of both the yarn to be proportionate in each truck load i.e. 50:50 by the weight of both quality.

2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser on day-to-day basis as per the delivery schedule. Delivery date will be considered the date on which the delivery of yarn is made at the receiving end on day to day basis. A copy of test report from NABL accredited Lab in respect of yarn quality should be produced with the dispatch documents on delivery of every lot.

Monthly quota of delivery quantity to be completed as per daily requirement, haphazard delivery not maintaining the day schedule will not be accepted.

3. Full delivery to be completed within 30th April, 2023.

ANNEXURE - IV

SQC LABORATORY TESTING EQUIPMENT :

Description of Equipment	Make & year	Year of installation	Method of calibration followed