

Government of West Bengal
Office of the
Deputy Director of Sericulture,
K. J. Sanyal Road, Malda 732 101
E-mail: malseri2@gmail.com

SET OF TENDER DOCUMENTS

Each set contains:-

- (1) Detailed E-Tender Notification along with specification.
- (2) Terms & Conditions for Submission of E-Tender.
- (3) Application form (Annexure-I).
- (4) Check List.
- (5) Format of Contractual Agreement.
- (6) B.O.Q. (Bill of Quantity)

LAST DATE FOR ONLINE SUBMISSION OF TENDER (BOTH TECHNICAL & FINANCIAL) 21/11/2022 (UP TO 3 PM)

LAST DATE FOR OFFLINE SUBMISSION OF SAMPLE OF THE OFFER ITEM(S) 17/11/2022 (UP TO 2PM)

Sd/-
Deputy Director of Sericulture
Malda

(2)
Government of West Bengal
Office of the
Deputy Director of Sericulture,
K. J. Sanyal Road, Malda 732 101
E-mail: malseri2@gmail.com

Memo No. 1476

Date- 11/11/2022

E-TENDER NOTIFICATION

Online bids are invited by the Deputy Director of Sericulture, Malda, Government of West Bengal from CSR & TI, CSB approved manufacturers/ authorized distributors (enclosed certificate) from North Bengal for the supply works detailed in table below. E-Tenders without any authenticate certificate of distributorship/dealership/manufacturing will solely be rejected before screening. Preference will be given to the agencies having credential certificate on same product with adequate knowledge of such items, during the year **2022-23**.

Sl. No.	Name of the Item	Quantity (Approx)	Rate	Time of Completion	Place of Supply	EMD
01	Mulberry Saplings (Variety – S-1635) (Specification – 4 Months mature sapling with good rooting and above 2 ft height.)	160000 Nos.	Rate to be quoted Including transportation	30 days from the date of issue of work order	Different Sericulture Units of Malda district	Rs. 5,000=00 [for Sl. No. 01 to 02]
02	Mulberry Saplings (Variety – S-1) (Specification – 4 Months mature sapling with good rooting and above 2 ft height.)	100000 Nos.	FOR destination & all other charges and taxes etc.			

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Detailed N.I.T. along with all particulars are obtainable from the website <http://www.wbtenders.gov.in> from **11/11/2022** & also be viewed from the Website <http://www.seriwb.gov.org>.

Online Receipt and Refund of EMD of e-Procurement through State Govt. E- Procurement Portal

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Offices / PSUs, Autonomous and Local Bodies, PRIs, etc. shall login to the e-procurement portal of the Government of West Bengal <https://wbtenders.gov.in> in using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD/Tender Fees for that tender by selecting from either of the following payment modes:
 - i) Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank Payment gateway;
 - ii) RTGS/NEFT in case of office payment through Bank Account in any Bank.

2. Payment Procedure:

- a) Payment by the Net Banking (any listed bank) through ICICI Bank payment Gateway.
 - i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway web page (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - ii) Bidder will make the payment after entering his Unique ID and Password of the Bank to process the transaction.
 - iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government /PSU/ Autonomous Body /PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v) If the transaction is failure the bidder will again try for payment by going back to the first step.

Payment through RTGS/NEFT

- i) 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.
- ii) The bidder will print the challan and used pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii) Once payment is made, the bidder will come back to the e procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, In order to verify, the payment made and continue the bidding process.
- iv) If verification is successful, the fund will get credited to the respective pooling account of the State Government / PSUs/ Autonomous Body/Local Body / PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v) Here after, the bidder will go to e-procurement portal for submission office bid.
- vi) But if the payment verification is unsuccessful the amount will be returned to the bidders account.

3. Refund/Settlement process:

- i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-procurement portal through web services.
- ii) 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 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 bid is uploaded to the e-procurement portal by the tender inviting authority.
- iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L-1 and L-2 bidders will be refunded, through an automated process, to the respective bidders bank accounts from which with 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. However, the L1 bidder should not be rejected till the LOI process is successful.
- iv) If the L1 bidder accepts the LOI and the same is processed electronically in the e-tender portal, EMD of the L2 bidder will be refunded through an automated process to his Bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information Awarded of contract (AOC) to the L1 bidder is uploaded to the e-procurement portal by the tender inviting authority.

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v) As soon as the L1 bidder awarded of contract (AOC) and the same is processed electronically in e-procurement portal.

a) EMD of the L1 bidder for tender of State Government Office will automatically gate transferred from the pooling account to the State Government deposit head "8443- 00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

b) EMD of the L1 bidder for tenders of the state PSUs/Autonomous Bodies/Local Bodies/ PRIs etc. will automatically gate transferred from the pooling account to their respective linked bank account along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi) The Bank will share the details of the GRN No. Generated on successful entry in GRIPS with the e-procurement portal for updation.

vii) Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidder will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through the GRIPS for government tender and to the respective link bank account for State PSUs/Autonomous Bodies/Local Bodies/PRIs etc. tenders.

viii) All refunds will be made mandatorily to the Bank Account from which the payment of EMD and Tender fees (if any) were initiated.

Each tender must be supported by (ONLY ORIGINAL DOCUMENT IS TO BE UPLOADED):-

a) Each tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to deposit Earnest Money Deposit (separately for each commodity as prescribed in the tender notification) as per guide line noted in the e-tender document or Document Showing EMD Exemption to be uploaded. E.M.D. in any other manner is not acceptable.

b) The Bidder should have Credentials job contract in State Govt. or its organization or PSU or ISO Certified companies and shall be supported by appropriate documentary proof.

c) Scanned ORIGINAL PAN Card.

d) Scanned ORIGINAL Trade License (valid up to 31.3.2023).

e) Scanned ORIGINAL GST Registration Certificate.

f) Scanned N.I.T. digitally signed will have to be uploaded as a token of acceptance.

g) Scanned copy of CHECK LIST.

No Tender will be accepted, if the same is not supported with all the above documents.

Hard copy of Statutory/Non-Statutory Document is NOT required to be submitted, save & except earnest money deposit/ document showing EMD exemption & literature of the quoted item.

The offered rate should be valid for Twelve months from the date of approval of rate by the Tendering Authority. But the period may be extended or curtailed at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement. The quantity of materials stated above is tentative & may vary.

Online submission of tender will start from 10.00 AM on 12/11/2022. The last date of submission of tender (Technical & Financial) is up to 2 pm on 21/11/2022. The technical bid will be opened on 23/11/2022 at 02.00 PM onwards. The date of opening of financial bid will be notified later on.

The bidder must abide by the enclosed terms & conditions as laid down by this Office.

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Terms & conditions for submission of e-tender against N.I.T. No. WB DOT(S)/DD/MALDA-05/2022-23

1. INSTRUCTION OF BIDDERS & ELIGIBILITY FOR QUOTING

In the event of e-filling, intending bidder may download the tender document free of cost from the Website: <http://wbttenders.gov.in> directly with the help of Digital Signature Certificate.

General guidance for e-Tendering: Instructions/guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

- (1) **Registration of bidders:** Any bidder willing to take part in the process of e-Tendering will have to register with the Govt. e-procurement system, through the Website: <http://wbttenders.gov.in> after obtaining DSC (Digital Signature Certificate).
- (2) **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the Govt. of India on payment of requisite amount.
- (3) **Tender Fees:** Tender documents may be downloaded free of cost.
- (4) **Scanning:** All statutory & non statutory documents should be scanned in grey scale & 150-200 dpi.

2. EARNEST MONEY DEPOSIT

- (1) **Each Tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to deposit Earnest Money Deposit (separately for each commodity as prescribed in the tender notification) as per guide line noted in the e-tender documents or Documents Showing EMD Exemption to be uploaded. EMD in any other manner is not acceptable.**
- (2) In no circumstance, cash, G.P. Note, Pass Book, Fixed/Term Deposit, Token of Bank, A/C. Payee Cheque will be accepted save & except those mentioned above at **2(1)** as Earnest Money Deposit.
- (3) The EMD shall not carry interest. This Directorate is not liable for deposition of excess of EMD.
- (4) Earnest money deposited before the date of issue of this NIT will not be accepted. Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.
- (5) The onus of proving that a bidder is exempted from depositing earnest money will be on them. Valid Exemption Certificate issued by competent authority for claiming exemption of Depositing Earnest Money [viz. EM (Part-II), Acknowledge thereof & Declaration of Product, Plant & Machinery Investment issued by DIC, Govt. of West Bengal or NSIC Certificate issued by Govt. of India].
- (6) Earnest Money will be released after finalization of tender and in the following cases:-
 - a. Tender documents which are not valid.
 - b. Sample(s) furnished by them is/are not acceptable.
 - c. Expiry of validity of rate contract subject to successful supply, installation & commissioning.
 - d. Since a panel of 2nd Lowest Rate(s) is/are to be maintained the Earnest Money Deposit(s) of such firm(s) will be retained up to 2 (Two) months from the date of approval of 1st Lowest Rate due to obvious reason. For such retention no interest shall be payable.
 - e. In other cases, it will be released in due course.

3. TENDER PRE-REQUISITES

- (1) Scanned original of **PAN, Trade License, GST Registration Certificate, Prof. Tax Paid Challan/Clearance Certificate (all valid up to 31.03.2023)** are to be uploaded in the e-tender portal.
- (2) Duly certified copy of English version of pre-requisites as in (1) is to be furnished.
- (3) In no case, affidavit of Trade License/GSTIN registration certificate will be accepted.
- (4) Original of Trade License/GSTIN registration certificate, Prof. Tax paid Challan/Clearance Certificate, Exemption Certificate or any other documents are required to be furnished when called for.
- (5) **This tender schedule is to be scanned & uploaded duly signed in all pages as a token of acceptance.**

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4. SUBMISSION OF TENDER

The tender is to be submitted in a two Bid System:-one Technical Bid & other Financial Bid. The documents will get encrypted (transformed into non readable formats).

A. TECHNICAL PROPOSAL: "BID-A": The Technical proposal should contain scanned copies of the following documents in two covers.

(1) STATUTORY COVER containing the following documents **(SINGLE FILM MULTI PAGE SCANNED)**

1	a. Earnest Money, Whether deposited if not b. Scanned original Exemption Certificate issued by the Component Authority claiming EMD exemption whether uploaded.
2	Check list in the prescribed format.
3	Application in the prescribed format given in Annexure I.
4	Copy of terms & conditions of NIT digitally signed.

(2) NON-STATUTORY COVER/MY SPACE containing of the following documents:

Sl. No.	Category	Sub Category Description
1	CERTIFICATES- All certificates are to be furnished in English Vernacular Affidavits are not Valid Scanned original copy	1. PAN Card of the authorized signatory. 2. GST Registration certificate.
2	COMPANY DETAILS Scanned original Copy	
3	CREDENTIAL Scanned original copy	1. Last 03 years Credentials of job works in State Govt. especially in Sericulture Directorate in the tendered item.

N.B.: ALL STATUTORY & NON-STATUTORY DOCUMENTS ARE REQUIRED TO BE FURNISHED IN ORIGINAL AS & WHEN ASKED FOR.

B. FINANCIAL COVER: BID- B:

BOQ:

- Uniform rate per commodity mentioned in the Catalogue including incidental charges i.e. Delivery Charges (F.O.R. destination), Cost of transportation, packing, insurance, loading & unloading charges and exclusive of GST, to be Offered in the bill of quantities (BOQ) for supply.
- Amount of GST (if leviable extra) to be Offered in separate column of Bill of Quantities (BOQ).
- Separate Unit packing, if offered against the specific unit packing of catalogue will not be considered & will be rejected.

5. RATE

(i) Technical bid proposals are to be documented in TECHNICAL COVER. Rate is to be offered in BOQ (Bill of Quantities) in FINANCIAL COVER. Disclosure of Rate anywhere other than BOQ will be a disqualification & *such tender will be rejected.* Name(s) of item(s) Offered in the BOQ should be mentioned in the Application Form.

(ii) The Offered rate should be inclusive of all charges viz. Excise Duty, Entry Tax, delivery (F.O.R. destination), packing & forwarding, loading, unloading, cost of transportation, insurance, etc. VAT should be offered separately wherever applicable.

(iii) Rates Offered which are not as per specification mentioned in the N.I.T. will not be accepted.

(iv) Rates should be offered in units mentioned in the N.I.T./Catalogue. Single Rate for each item should be offered for entire quantity. Tender with split rate & quantity will be rejected.

(v) Under no circumstances enhancement of rate whatsoever will be accepted after closing of Tender Box, whatever the reasons given thereafter save & except for any tax imposed by the Govt. Photocopy of Govt. Order in respect is to be submitted while claiming such increase. If there is no Excise Duty whatsoever, after submission of tender, it will not be allowed.

(vi) Abnormally low rate of any item(s) offered by a tendering firm in the offer with some malafide intention will not be accepted, if detected.

(vii) The authority does not guarantee purchase of invited quantity since it depends upon the actual requirement. Hence rate should be offered accordingly.

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6. VALIDITY

(i) **Rate Offered shall hold well for Twelve months from the date of approval of rate** by the Tendering Authority &/or any extended period, if situation arises & within the validity period, any further requirement other than tendered quantity must be supplied at the approved rate & refusal to supply will be dealt with as per Tender Rule.

(ii) The Validity period of rate may further be extended/ curtailed at the discretion of the undersigned/ Tender Committee at the time of finalization of tender or after expiry of the period of validity.

7. SAMPLE/LITERATURE (OFF-LINE)

i). Sample and/or Literature of the offered item(s) must be produced to the Deputy Director of Textiles, (Sericulture), Malda in the prescribed manner as described in Clause No.7

(ii) Sample must be produced at the office of the Deputy Director of Textiles, (Sericulture), Malda on or before, **the –17th November, 2022 before 2 pm** for physical verification only for Item no. 1 to Item No. 2 . Sample shall be submitted with a label showing (i) Name & Address; (ii) N.I.T. No. & (iii) item. In case of damage/breakage the Firm shall be submit another sample on demand.

iii. In case, sample/literature is approved, one set of such sample/literature shall have to be kept in sealed condition with this Office during the tenure of tender. Supply should be made according to the approved sample/literature. Only valid Bidder's sample will be examined. In case of unapproved sample, the same may be returned after due procedure. However, if samples are consumed during analysis those may not be returned.

iv. The sample will be sent for Physical Verification provided that tender/s of sample producing firm is valid in respect of submission of tender pre-requisites mentioned in Clause No.1 & 2 above.

v. Unapproved sample(s) will have to be taken back by the Bidder within one month from the date of submission of sample. The Authority/Govt. will not take any responsibility/liability for any loss/ damage for the samples beyond hat period.

vi. Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/any officer authorized by the undersigned.

vii. In the event of non-submission of sample/literature, it will be treated as unwillingness/inability to supply & such tender will not be considered.

8. AGREEMENT (OFF-LINE)

(i) The successful bidder will have to enter into a contractual agreement with the Govt. in the standard format embodying the tender terms & conditions in Non-Judicial Stamp Paper worth Rs.10/- (Rupees Ten) only followed by conquest paper.

9. SECURITY MONEY DEPOSIT(OFF-LINE)

(i) The Successful Bidder will have to deposit Security Money @ 3% (Three Percent) ad-valorem subject to maximum of Rs.30,000/- (Rupees Thirty Thousand) only in Term/Fixed Deposit Receipt on any Nationalized Bank in favor of the Deputy Director of Sericulture, Malda A/c. : _____(Name of the Bidder/Firm) within 7(seven) working days from the date of issue of order failing which the order will be cancelled along with forfeiture of Earnest Money Deposit kept at this office & no further correspondence will be entertained. Security Money should be deposited for each item separately. Partial Deposit/ adjustment with previous deposit(s) will not be accepted.

(ii)The Security Money Deposit may carry interest. The Authority is not liable for deposition of excess Security Money.

10. DATES & INFORMATION

SI No.	Activity	Date, Time & Venue
01	Date of Publishing of N.I.T. & other Documents (Online)	11/11/2022 after 5.30 pm
02	Starting Date of Downloading Documents (Online)	12/11/2022 after 10.00 am
03	Bid submission staring date (Online)	12/11/2022 after 10.00 am
04	Date of hosting of documents at departmental Website	12/11/2022 after 10.00 am
05	Date, time & venue of submission of sample of the Offered item.	At the office of the Deputy Director of Textiles, (Sericulture), Malda on or before, the –17th November, 2022 before 2 pm for physical verification only.
06	Pre Bid Meeting	17/11/2022 after 2 P.M
07	Closing date of downloading documents & on-line bid submission	21/11/2022 up to 12 pm
08	Bid opening date for Technical bid (Online)	23/11/2022 at 12 am onwards
09	Date of uploading list for Technically Qualified Bidder(Online)	25/11/2022 at 12.00 NOON
10	Date for opening of Financial bid (Online)	25/11/2022 at 1.00 PM
11	Date of uploading of list of Bidders along with the approved rate	To be notified later on.

Deputy Director of Sericulture, Malda, RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES AFTER PUTTING UP A NOTICE IN THE DEPARTMENTAL WEBSITE & NOTICE BOARD.

Sd/-

Deputy Director of Sericulture

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11. SUPPLY/DELIVERY

- (i) Work order/ Supply order will be issued subject to the availability of fund received from Govt. Delivery will be made strictly as per given schedule as printed in the order. The schedule may be revised (increased/decreased/temporarily postponed) by the receiving authority according to availability of fund received from Govt. at the time of supply and also under other unavoidable circumstances. 5 % (Five Percent) Less or Excess of the ordered quantity may be accepted.
- (ii) The requirement/quantity normally depends upon the actual requirement as per departmental need. The successful agency is required to supply any quantity at the accepted rate within the contracted period.
- (iii) The ordered item must be packed suitably to avoid transit loss & weathering to maintain quality. The supply must comport to the given specification in tender.
- (iv) Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide the requisite number of labor of weigh the materials in the respective store as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays & Govt. Holidays unless otherwise desired by the receiving authority.

12. PENAL MEASURE

- (i) The Earnest money deposit furnished by a firm will be liable to be forfeited in full (including excess amount of earnest money, if deposited), if the firm withdraws tender as a whole or part at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate is accepted within the time specified when requested to do so by this Directorate and/or refuses to deposit security money. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3(three) years.
- (ii) The security money deposit furnished by a firm is liable to forfeit in full (including excess amount of security money, if deposited) along with cancellation of order without prejudice in the event of failure/refusal to maintain the delivery schedule &/or non-observance of terms & conditions of tender &/or contracted specification &/or quality/quantity & terminate the contract as a whole or part.
- (iii) The price, at which the bidder sells the product of identical description to any other Govt. Directorate/Organization, etc., shall not exceed the Offered rate. If such incident of quoting higher rate comes to the notice, the authority reserves the right to initiate legal/penal action against such firms.
- (iv) In the event of failure of delivery schedule of consecutive two consignments, the supplier will be penalized by deducting 20% amount of security money from the outstanding bills & so on.
- (v) In case the delivery programme is not followed & the competent authority is compelled to procure the ordered articles from the open market at a higher rate than the accepted price in tender, in that case the excess cost incurred on the account will have to be borne by the firm which will deducted from their outstanding bill apart from forfeiture of Security Money in full. Besides, failure to maintain the delivery schedule/stoppage of supply may lead to termination of contract along with forfeiture of Security Money Deposit in full & such firms shall liable to be BLACK LISTED FOR 3 (THREE) YEARS.

13. PAYMENT

- (i) No advance payment (Part or full) will be entertained in any case. Payment will be made as per existing Govt. rules and subject to the availability of fund received from Govt.
- (ii) Tax Invoice against all supplies is/are to be sent in TRIPLICATE & should invariably be submitted at the time of delivery.
- (iii) Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. In no circumstances, delivery schedule should be affected & or linked with the payment of outstanding bills. The payment of bills shall be withheld, in case of violation of any tender terms & conditions.

14. MISCELLANEOUS

- (i) Earnest Money Deposit and/or sample etc. will not be accepted after stipulated date & time.
- (ii) Conditional tenders & tenders not accompanied with the documents as mentioned in Clause 2, 3 & 4 shall be summarily rejected without any reference made to the bidder & no correspondence will be entertained. No additional terms & conditions shall be put forth by the bidder and such offer(s) will not be taken into consideration.
- (iii) In the event of delay/non-availability/garbled printout/inconvenience in getting access to the website for uploading/downloading offer/tender documents, the authority will not be held responsible.
- (iv) In case of products with Brand name, the Tendering firm is required to mention the Brand Name against each item. In case, I.S.I. marked products, the Tendering firm shall have to produce License of manufacturing from B.I.S.
- (v) If the submission & opening of tender is not possible on the scheduled date & time due to any unavoidable circumstances, the same will be done on immediate next working day at the same time prescribed in the N.I.T. The bidder shall not be informed separately in this regard.
- (vi) If there be any objection regarding prequalifying the Agency that should be lodged to the Chairman of Tender Committee within 2 (two) days from the date of publication of list of qualified agencies & beyond that time schedule no objection will be entertained by the Tender Committee.
- (vii) No negotiation/subsequent representation regarding rate or otherwise will be entertained.
- (viii) No Import License, any sort of permit etc., in respect of any item will be provided from this Office and the tendering firm should rely on their own resources.

Sd/-

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- (ix) Latest guidelines pertaining to purchase of stores issued by the Govt. of West Bengal will be followed provided that there is no specific instruction of the Tender Committee in this regard.
- (x) The undersigned reserves the right to reject any or all of the tenders at any stage without assigning any reason thereof & will not be bound to accept lowest tender rate.
- (xi) Any dispute / difference arising out of this Tender will be referred to the sole arbitrator to be appointed by the undersigned and the same will be held at this Office. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996.
- (xii) When a Tendering Firm submits their tender in response to this N.I.T., they will be deemed to have understood fully the contents, the requirements, terms & conditions of this tender. No extra payment will be made on the pretext that the Tendering Firm did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a Contract between the parties.
- (xiii) Non-compliance to any terms & conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.
- (xiv) Date of opening the financial bid will be notified later on. No objection in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any bidder who will absent at the time of opening of financial bid. No informal bidder will be entertained in the bid further.
- (xv) During scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- (xvi) **HARD COPY OF STATUTORY/NON-STATUTORY DOCUMENT IS NOT REQUIRED TO BE SUBMITTED, SAVE & EXCEPT EARNEST MONEY DEPOSIT/DOCUMENT SHOWING EMD EXEMPTION & SAMPLE OF THE OFFERED ITEM.**
- (xvii) Award of Contract: The Bidder whose bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
- (xviii) The Tender Selection Committee reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- (xix) Both Technical Bid & Financial Bid are to be submitted concurrently duly digitally signed in the website <http://etender.wb.nic.in>.
- (xx) The financial offer of the intending bidder will be considered only if the Technical Bid of the bidder is found qualified by the 'Tender Committee' The decision of the 'Tender Committee' will be final & absolute in this respect. The list of Qualified Bidders will be displayed in the website.

Sd/-
Deputy Director of Sericulture
Malda

Annexure-I
Application Format

(To be furnished in the Company's Official Letter Head Pad with Reference Number, Date, full Address with contact no. Telephone No. FAX No., e-mail No., Website etc.)

Ref. No.

Date:

To

The

Deputy Director of Sericulture,
Malda

Sub: NIT for Sericulture Items, Malda

Sir,

With reference to your N.I.T. # No. _____, I am/We are furnishing my/our rates for the job work tendered for as per your specification, terms & conditions. Should this online tender be accepted, I/We hereby agree to abide by & fulfill all the terms & conditions laid down in the online N.I.T. and the particulars available in the online N.I.T. & the details given in the specification/ Description or in default thereof to forfeit & pay the Governor of the state of West Bengal, or his successor in office the penalties/sums/or of money that may be imposed by the Deputy Director of Textiles (Sericulture), Malda the earnest money deposited herewith or from other money deposited by me/us or from the bills that will be payable to me/us for the supplies to be made.

I/We also agree that the decision of the Deputy Director of Textiles (Sericulture), Malda in all matters in respect of this tender will be final & binding on me. I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited along with blacklisting of our firm for three years.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

**Information about Bidders
(To be furnished with the Tender)**

Sl. No.	Description	Particulars
01	Name of the Firm/bidder.	
02	a. Registered Address with PIN, Phone No., FAX, e-mail, website etc. b. Sole Owner/Partnership/Pvt. Ltd. /Limited Firm.	
03	Name of the Person authorized to enter into & execute Contractual Agreement.	
04	a. Earnest Money, whether deposited, if not b. Scanned original Exemption Certificate whether uploaded.	
05	Credentials of supplying the tendered item in State Govt. or its organization or PSU for last three years whether uploaded.	
06	Scanned Original PAN Card whether uploaded.	
07	Scanned Original GST Registration Certificate whether uploaded.	
08	Scanned Original Trade License whether uploaded.	
09	Scanned terms & conditions of tender digitally signed whether uploaded as a token of acceptance.	
10	Application form in Annexure-I whether filled in & uploaded	
11	Name(s) of items quoted whether mentioned in the Application form.	
12	Credentials for supplying the tendered item in Govt. sector or PSU or ISO Company whether scanned & uploaded.	

Signature of the Bidder with Date & Office Seal

The articles of agreement made this day of in the year of Two Thousand _____ between the Governor of the State of West Bengal hereinafter referred to as the "GOVERNOR" (which expression shall include here successors in office and assigns) of the One Part.

And M/s.

Hereinafter referred to as the "CONTRACTOR" (which expression shall unless excluded by repugnant to the contest be deemed to include his heirs executors administrators representatives and assigns) of the Other Part.

WHEREAS the contractor submitted an online tender to the Governor through the Deputy Director of Sericulture, Malda on the _____ day of _____ Two Thousand _____ for supply of goods and materials mentioned in the said online tender a copy whereof is annexed hereto and the Governor has accepted the said online tender so submitted by the Contractor on the _____ day of _____ Two Thousand _____.

AND WHEREAS the Contractor has agreed to execute a formal Agreement embodying the Terms & Conditions of the said tender and the other terms & conditions.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. That the Contractor agrees to supply the goods & materials as detailed in the online N.I.T #

No. _____ submitted by the Contractor to the Governor through the Deputy Director of Sericulture, Malda which has been duly accepted by the Governor on the _____ day of _____ Two Thousand _____ for consideration and on the terms & conditions mentioned in the said online tender.

2. That the Contractor shall duly and faithfully observe perform and fulfill the terms and conditions mentioned in the said online tender submitted by the Contractor and in default thereof the Governor shall have the right and be entitled to recover all damages suffered by the Governor and/or the Govt. of West Bengal and shall be entitled to forfeit the amount of the Security Deposit mentioned in the said online tender.

3. That all the terms & conditions and covenants on the part of the Contractor contained in the said online tender so submitted by the Contractor, shall be deemed to form and shall be treated as forming a part of this Agreement and the Contractor shall be bound to observe and fulfill the said terms & conditions and covenant on the part of the Contractor herein contained as if the same are specifically embodied herein.

4. Should any dispute and indifferences arises regarding anything concerning this Agreement of the said online tender of the construction of these presents of the said online tender or any of the terms and conditions and covenants therein contained the decision of the Deputy Director of Textiles (Sericulture), Malda therein shall be final and binding on the parties.

5. That the Contractor shall keep the Govt. of West Bengal saved harmless and indemnified against any loss or damage caused to or suffered by the Govt. of West Bengal by reason of any defect of the equipment of the materials used in the manufacture of the same as may be found or detected within the period of the guarantee as provided in the tender.

IN WITNESS WHEREOF the parties to these presents hereinto have set and subscribed their respective hands the day month and year first above written.

SIGNED & DELIVERED:

In the presence of:

1) Witness:

SIGNED on behalf of the Governor to the State of West Bengal

1) Witness:

Deputy Director of Sericulture
Malda