



भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित

National Co-operative Consumers'
Federation of India Ltd.

27, मिर्जा गालिब स्ट्रीट, (चौथी मंजिल), कोलकाता - 700 010, 27, Mirza Ghalib Street, (4th Floor), Kolkata - 700 010

दूरभाष/Phone : 2252-2041, 2252-1030, फैक्स / FAX : 2252-0472

ई-मेल / E-mail : nccfkolkata@gmail.com

NCCF:KOL:RELIEF:2020-21/108

Dated : 17-02-2021

SUB. :- E-TENDER NOTICE FOR PROCUREMENT OF CLOTHING MATERIALS (DHUTI, LUNGI) FOR F.Y. 2021-22, 2022-23 AND 2023-24 TO DIRECTORATE OF DISASTER MANAGEMENT, GOVT. OF W.B., TRAN BHAVAN, KOLKATA

NCCF, Kolkata branch Intends to participate in the e-Tender Notice floated by Directorate of Disaster Management, Govt. of W.B. for procurement of the above mentioned items for F.Y. 2021-22, 2022-23 and 2023-24 within the stipulated time period i.e. 5th March, 2021 at 12.30 PM.

Interested enlisted, sound and well experienced Supplier(s) of NCCF are requested to contact with Kolkata Branch immediately alongwith Credential / Work Completion Certificate of such items for supply of the same on behalf of NCCF within 01.03.2021 (upto 06.00 pm).

Quotation (in Letter head) to be submitted to this Office in Sealed Envelope :-

Sl. No.	Relief Article	Approximate Quantity for 2021-22	Approximate Quantity for 2022-23	Approximate Quantity for 2023-24	Rate to be quoted (excluding GST)
01	DHUTI	627000 PCS.	658000 PCS.	707000 PCS.	-
02	LUNGI	440000 PCS.	462000 PCS.	497000 PCS.	-

- The quantity may increase upto 50% as per requirement.
- Detailed Specification is enclosed in 'NIT' of Directorate of Disaster Management, Govt. of W.B. is enclosed.
- EMD of Rs. 2,00,000/- and Performance Security for an amount of 6% of the Financial Bid Value of the 1st F.Y. 2021-22 to be submitted before execution of the Agreement.
- Rate is to be quoted for the above mentioned items EXCLUSIVE GST.
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Other terms and conditions are as per terms of the Deptt. (Directorate of Disaster Management, Govt. of W.B.)
- NCCF, Kolkata may accept/ reject the offer without any reason whatsoever.

(B.B. Singh)

Branch Manager

NCCF : KOLKATA

(Mob. 09883176918)

Encl. : NIT of Directorate of Disaster Management, Govt. of West Bengal.

**Government of West Bengal
Department of Disaster Management
&
Civil Defence**

***e-Tender
Notice***

**For Clothing Materials (Dhuti, Lungi)
For Financial Years
2021-22, 2022-23 & 2023-24**

Synopsis of Tender

- 1. Tender Notice - For publication in leading daily newspaper.**
- 2. Terms & Conditions of tender.**
- 3. Tender articles & Quantity (Annexure "A").**
- 4. Specification & Fabric Construction (Annexure "B").**
- 5. Technical Bid Form (Annexure "C").**
- 6. Performance Security Bank Guarantee (Annexure "D")**
- 7. Proforma for performance statement (Annexure "E")**
- 8. Manufacturer's authorization form (Annexure "F")**

**Government of West Bengal
Directorate of Disaster Management
TRAN BHAVAN
87A,S.N.Banerjee Road, Kolkata-700014.**

For publication : Notice inviting e-Tender No.- 3/2021-22

(Ref. No. WBDDM/DIRECTORATE/NIT- 3/2021-22)

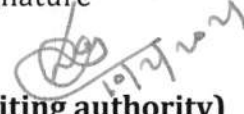
No. 100 /DDM/NIT/DHUTI-LUNGI

Dated 10.02.2021.

e-tenders in 2(Two) parts are hereby invited from bona-fide manufacturers/suppliers of clothing materials and also from approved Government Organizations and SSI units for supply of clothing materials as listed in BOQ for the year 2021-22, 2022-23 and 2023-24.

- 1. The tender process should be of two parts - Technical bid & Financial bid.**
- 2. For tender details please visit website <http://wbtenders.gov.in>**

Signature



**(Tender inviting authority)
Director of Disaster Management
Government of West Bengal**

Preface

The Department of Disaster Management and Civil Defence erstwhile Department of Disasater Management under Government of West Bengal procures different clothing items viz. dhuti, saree, lungi, woollen blankets & Bed Sheet costing about Rs. 45 crore in a year for distribution among calamity-affected and indigent persons through the District/Local Administration. The Hon'ble Members of West Bengal Legislative Assembly have also been given an earmarked quantum for distribution of clothing among calamity-affected and indigent persons.

Every year, the Department of Disaster Management and Civil Defence issues orders to purchase the above-mentioned materials through e-tender process as introduced by the Government of West Bengal. *In order to ensure quality in supply and transparency in procurement, e-tender is now invited for procurement of clothing items viz. **Dhuti and Lungi for three Financial Year i.e. for 2021-22, 2022-23 and 2023-24.***

Tender Information:

1. In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of digital signature certificate (Scan copy is to be submitted).
2. The e-tender in two parts i.e. Technical bid and Financial bid both will be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per tender time schedule mentioned in the tender documents. The documents submitted by the bidders should be properly indexed and digitally signed.
3. Both Technical document and Financial bid are to be submitted in technical(Statutory & Non-Statutory folders) and Financial folder concurrently and digitally signed in the website <http://wbtenders.gov.in>
4. The technical document and financial bid will have to be submitted as per table mentioned below :

Sl. No.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online)	10.02.2021
2.	Documents download start date (Online)	10.02.2021 at 5:00 P.M.
3.	Documents download end date (Online)	05.03.2021 at 12:30 P.M.
4.	Date of Pre Bid Meeting with the intending bidders	18.02.2021 at 12:30 P.M. Tran Bhavan,87A, S.N.Banerjee Rd.,Kol-14
5.	Bid submission start date (On line)	10.02.2021 at 6:00 P.M.
6.	Bid Submission closing date (On line)	05.03.2021 at 12:30 P.M.
7.	Bid opening date & Place for Technical Proposals (Online)	08.03.2021 at 12:00 Noon Tran Bhavan,87A, S.N.Banerjee Rd.,Kol-14
8.	Last Date of submission of hard copy if any relevant document(s) among the uploaded documents is found illegible and requisitioned by tender inviting authority.	To be notified later
9.	Date of uploading final list for Technically Qualified Bidders after disposal of appeals (online)	To be notified later
10.	Date & Place for opening of Financial Proposal (Online)	To be notified later
11.	Date of uploading of list of bidders along with the approved rate	To be notified later

THE DEPARTMENT OF DISASTER MANAGEMENT AND CIVIL DEFENCE, WB RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCY AFTER PUTTING UP A NOTICE IN THE WEBSITE <http://wbtenders.gov.in> AND IN LEADING DAILY NEWSPAPERS .

5. The Financial offer of the prospective tenderer will be considered only if the technical document (Statutory & Non-statutory) of the tenderer is found qualified by the **Directorate Level Tender & Procurement Committee (DLTPC)**. The decision of the DLTPC (as formed by the Department of Disaster Management and Civil Defence) will be final in this respect.

Terms & Conditions of Tender:

The tenderer should carefully read the terms & conditions before submission of tender.

I. Pre-qualification criteria:

1. The tenderer should have manufacturing facility to produce the clothing quantity mentioned in Annexure "A". The bidders may claim exemption from having own manufacturing facility but in that event bidder shall be required to provide details of all of such outsourced manufacturers along with Annexure 'F' from whom these materials will be procured.
2. EMD exemption admissible as per Notification No.10500-F dtd.19.11.2004 read with G.O No.4245-F(Y) dtd.28.05.2013 of Finance Department, Govt of West Bengal.
3. All registered SSI units of the State of West Bengal and all Industrial Undertakings/Organisations in the large /medium sector owned /managed by the State Govt. (West Bengal) will be given price preference as per Rule 47A sub rule 1 and 2 of Notification No.10500-F dtd.19.11.2004 of Finance Department (Audit Branch).
4. The bidders should have to furnish credentials of annual turnover with regard to production and financial capacity for atleast 1 (one) financial year out of preceding 5 (five) financial years i.e. F.Y. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 (Provisional) (Performance statement in Annexure "E" alongwith Performance Certificate with respective supply orders received from Government Organisation or Government Undertakings while supply orders from private agencies will be subjected to scrutiny. Annexure "E" should be signed by both the authorities as mentioned in the prescribed proforma, failing which the bid application is liable to be rejected. Audited balance sheet prepared and verified by the Chartered Accountant for five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 (Provisional) and I.T. return for preceding three consecutive financial years i.e. F.Y. 2016-17, 2017-18, 2018-19 & 2019-20 desirable i.e. Assessment Years 2017-18, 2018-19, 2019-20 & 2020-21 desirable should be submitted). The annual turnover of tendered items of this NIT for any Financial Year out of last Five Financial Years i.e. for F.Y. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 should exceed at least 1 (One) Crore to bid either for individual item or both items of this NIT.
5. The manufacturing units should have manufacturing license, Pollution Control certificate, GST registration, valid PAN and all such certification/clearance/ registration as per statute.
6. Registered partnership Deed (for Partnership Firm only) alongwith Power of Attorney to be submitted with the Bid.
7. **Certificate to the effect that the bidder has not been black-listed or enlisted in the defaulters list. Agencies enlisted in default list are not allowed to participate in the tender.**
8. Any related Act/Rule/Regulation/Government Order etc. which comes into effect during the Financial Year will take effect as per law.

II. Materials to be supplied: Dhuti, Lungi.

III. Approximate quantity given in Annexure "A" attached.

IV. Specification as given in Annexure "B" enclosed.

V. Sample: Test Report from **any Testing Agency having accreditation alongwith sample** will be required from the L₁ bidder after selection of L₁ bidder for each item. Supply order will be awarded after getting passed report for testing of requisite specifications as per tender document.

VI. Packing & Marking: Supplies shall have to be made in uniform bales / bundles as mentioned below. Each bale / bundle should contain the following legible indications:

- a. Name of the Supplying Unit.
- b. Name of the Relief article.
- c. Bale No. & Quantity.
- d. Each bundle of each bale should be covered with transparent poly sheet of thickness more **than 50 microns**. The bales should be covered with good quality plastic/polyethylene, preferably white in colour, in such a manner so that materials are protected from moisture, water, pests etc..

- e. Quantity of relief articles to be contained in the bales / bundles are as follows :
- Dhuti : Each bale consisting of 200 pcs. (25 pcs. in each bundle).
 - Lungi : Each bale consisting of 200 pcs. (25 pcs. in each bundle).
- f. *The bales should be marked prominently with the word "Relief Materials-F.Y.-2021-22" / "Relief Materials-F.Y.-2022-23" / "Relief Materials-F.Y.-2023-24" [Financial Year to be marked for the supply of that particular financial year].*
- g. The Challan No & Date alongwith lot No. should be marked with Permanent ink on each bale.
- h. Each item should be stamped with organisation's Name and Financial Year by permanent ink on the inner side of the item.
- Please Note:** Bulk production must commence within 15(fifteen) days from the date of issue of supply order by the Directorate of Disaster Management, West Bengal.

VII. Terms of supply / delivery :

1. The supply of articles shall start within 30(Thirty) days (from the date of receiving of supply order) in accordance with the weekly / fortnightly supply programme to be sent to this office before 15(Fifteen) days from the date fixed for supply.
2. The schedule for supply of materials would be as follows until and unless revised by subsequent communication :-

Phase One for the Financial Year 2021-22

<i>Within one month of receiving supply order</i>	<i>25% of ordered quantity for the Financial Year 2021-22</i>
<i>Within two months of receiving supply order</i>	<i>50% of ordered quantity for the Financial Year 2021-22</i>
<i>Within three months of receiving supply order</i>	<i>75% of ordered quantity for the Financial Year 2021-22</i>
<i>Within four months of receiving supply order</i>	<i>90% of ordered quantity for the Financial Year 2021-22</i>
<i>Within five months of receiving supply order</i>	<i>100% of ordered quantity for the Financial Year 2021-22</i>

Phase Two for the Financial Year 2022-23

<i>Within one month of receiving supply order</i>	<i>25% of ordered quantity for the Financial Year 2022-23</i>
<i>Within two months of receiving supply order</i>	<i>50% of ordered quantity for the Financial Year 2022-23</i>
<i>Within three months of receiving supply order</i>	<i>75% of ordered quantity for the Financial Year 2022-23</i>
<i>Within four months of receiving supply order</i>	<i>90% of ordered quantity for the Financial Year 2022-23</i>
<i>Within five months of receiving supply order</i>	<i>100% of ordered quantity for the Financial Year 2022-23</i>

Phase Three for the Financial Year 2023-24

<i>Within one month of receiving supply order</i>	<i>25% of ordered quantity for the Financial Year 2023-24</i>
<i>Within two months of receiving supply order</i>	<i>50% of ordered quantity for the Financial Year 2023-24</i>
<i>Within three months of</i>	<i>75% of ordered quantity for the Financial Year 2023-24</i>

<i>receiving supply order</i>	
<i>Within four months of receiving supply order</i>	<i>90% of ordered quantity for the Financial Year 2023-24</i>
<i>Within five months of receiving supply order</i>	<i>100% of ordered quantity for the Financial Year 2023-24</i>

3. *The supply of articles shall be made to Government Relief Stores at Kolkata or **any other place as decided by the authority.***
4. *Relief articles must reach the Government Relief stores, within 12 Noon of the scheduled date of delivery finalised in discussion with the Superintendent, GRS, failing which special permission from the higher authority i.e. Director of Disaster Management, West Bengal must be obtained for acceptance of the consignment.*
5. *The quantity shown in the tender (Annexure "A") is the approximate quantity to be purchased for the years mentioned above. However, in case of exigency, the authority reserves the right to place an order for additional quantity upto 50% of the amount put to tender for each of the articles for each year.*
6. *Supply of each financial year to be completed within the date as noted in the schedule above respectively; failing which, except valid reason, provisions mentioned under clause XIX will be invoked and the contract will automatically revoked.*
7. **Advance sample comprising of minimum four varieties of a particular relief article should be submitted to the office of the Director of Disaster Management well before supply of the same.**
8. **Supply Plan of each article should be submitted to the office of the Director of Disaster Management well before starting of supply of the same.**
9. **Supply order shall be issued separately for each Financial Year. Subsequent supply order i.e. next supply order will be issued on satisfactory supply of Relief Materials in the preceding Financial Year.**
10. **If any item(s) become obsolete or if Government decides to make any alteration/modification/rejection to any item(s) at any time even after making contract; the authority reserves every right to revoke such item(s) at any time during the validity of the tender period. No claim in the form of damamage/compensation etc. will be entertained for such revocation.**

VIII. Inspection & Tests:

1. The inspection / Checking of articles / Random sampling will be done by the third party organisation as may be decided by the Department of Disaster Management and Civil Defence, W.B. from time to time.
2. The decision of the third party will be final as to the specification / fabric construction of the articles and on the basis of the checking & testing report the materials shall be accepted or rejected.
3. In case of any grievance or dispute regarding the findings of the third party (related to laboratory testing and not pertaining to workmanship defect identified through visual checking), further testing may be taken up by another testing organisation as to be decided by the Department of Disaster Management and Civil Defence. The expenditure incurred for such re-testing shall have to be borne by the concerned supplying agency..
4. Testing of materials will be done in 2(Two) ways:- a) Visual Inspection b) Laboratory Testing.
5. Mandatory presence of authorised representative from each of the supplying organisations should be ensured whose credentials need to be sent to this Directorate after award of supply order. The list of such authorised persons/officials representing the successful

awardees/suppliers during inspection and/or delivery must be submitted to this office before commencement of supply with their specimen signature.

6. Please note that the specifications of materials are given in Annexure "B"
7. Any appeal arising out of decision taken by the third party as referred to in the Clause No. (2) above; must be preferred with the Department of Disaster Management and Civil Defence, West Bengal.
8. Each of the supplying organisations must submit a tentative production plan comprising production unit details, their capacity and type of production in tandem with clause VII(2) herein before, as that any authorised official from the Department of Disaster Management and Civil Defence or Directorate of Disaster Management may visit the same during production with or without intimation.

IX. Sampling Plan :

A. Sampling Plan & testing method :

- a. For Dhuti, Lungi
- b. No. of bales to be randomly drawn :
 - (i) 4 out of 5 – 20 bales supplied.
 - (ii) 6 out of 21- 40 bales supplied.
 - (iii) 8 out of 41-60 bales supplied.
 - (iv) 10 out of more than 60 bales supplied.
- c. 1 bundle to be randomly drawn from each bale.
- d. 1 pc. of materials to be randomly drawn from each bundle for testing of Length, Breadth, Threads/ inch, GSM, Composition, Wash Fastness (not for Dhuti), Shrinkage of Dhuti as per annexure "B"
- e. 2% of the population or 50 nos. whichever is less, is to be visually inspected for identification of defective pieces. **Each lot delivered should contain at least 5000 pcs. of relief materials or as decided by the authority as and when required.**

B. Criteria for conformity :

- (i) All the test specimens must meet all the specified values.
- (ii) **Out of visually inspected specimens**, defective specimens upto 6% is allowed.
Absence of major defects: holes, tear, manufacturing defects .
- (iii) **Out of samples collected for testing (physical & chemical), defective specimens upto 30% is allowed.**
- (iv) **If 30% of the number of samples collected be a decimal fraction, then the number of defective sample allowed will be the next whole number. For example, if 8 samples are collected for testing (physical & chemical), then 30% is 2.4; but in this case the defective samples allowed will be the next whole number i.e. 3.**

- C. In case any inspected consignment of a particular item(s) fails to conform to the specification, fabric construction & measurement, of the item, the consignment shall be rejected. Failure to supply the materials in conformity with the specification for 3(three) times will lead to the blacklisting of the supplying agency for 5(Five) years. The Government may, in such cases in addition to recovering any loss sustained, terminate the Contract/Agreement on 7 (seven) days notice.

X. Rejection, Retention of rejected articles and release thereof:

1. Defects are of two types a) **Workmanship Defects** and b) **Manufacturing Defects.**
2. **All qualified suppliers/vendors/agencies have to submit necessary undertaking that the rejected products/materials will be kept in the separate custody under the control of this Department.**
3. **Workmanship defective articles to be released as soon as possible after receipt of claim.**

4. **Manufacturing defective articles will be released after completion of supply as per order for avoiding recycling of rejected product/materials.**

XI. Effect of Non-performance of contract:

If the supplier fails to supply as per schedule given in clause VII or fails to supply as per specification in three or more consecutive instances for a specific item then the authority reserves the right to cancel the supply order *for the current Financial Year as well as entitlement of supply for subsequent Financial Year(s) fully or partly of the said supplier and/or invoke Bank Guarantee in lieu of Performance Security or as decided by the authority as deemed fit.*

XII. Price :

1. ***The Basic Price (exclusive of all taxes) to be quoted by a bidder should be firm and fixed leaving no scope of variation in future. Tax would be admissible as per applicable rule. Bidder should not mention their bid value in any place of NIT or otherwise except in BOQ. The rate will be valid for three years from the date of execution of Agreement/Contract.***
2. The Department of Disaster Management & Civil Defence also reserves the right to select one or more organisations and award work order for whole or part of its requirement even if the L1 bidder does not express their inability to supply considering the need of exigency and situation arises. The Department of Disaster Management & Civil Defence reserves its rights to seek clarification before accepting any offer/tender. The Department of Disaster Management & Civil Defence reserves its right to make counter-offers to other bidders for accepting the L - 1 rate and to conclude parallel contracts with them. The L2 bidder may be requested to do the work at the L1 rate. In case of refusal by the L2 bidder, the L3 bidder may be approached at the L1 rate and so on.

Please note: During 'Pre-bid meeting' the intending bidders are requested to give their views to the contents of the Notice Inviting Tender.

XIII. Technical bid :

The technical bids would be opened in the first instance, at the prescribed time & date and the same will be scrutinised and evaluated. Thereafter, in the second stage, the financial bids of only the technically qualified offers (as decided in the first stage above) are to be opened for further scrutiny, evaluation, ranking and placement of supply order.

Conditional/incomplete Tender will not be accepted.

During scrutiny, if it comes to the notice of Tender Inviting Authority at any point of time that the credential or any other papers found incorrect/manufactured/fabricated/temperad /forged, that tenderer will not be allowed to participate in the Tender and that Tender will be rejected without any prejudice with forfeiture of EMD and the tendering authority reserves the right to take legal action as deems fit and debarment/suspension/blacklisting of supplier shall be made.

The tenderers are instructed to submit following documents in photocopies with the technical bid form given in Annexure "C" failing which bid application shall be held liable for cancellation.

- i) Attested copy of I.T. return for preceding three consecutive financial years i.e. F.Y. 2016-17, 2017-18 & 2018-19 i.e. Assesment Years 2017-18, 2018-19 & 2019-20 should be submitted along with valid PAN Card of the firm / unit etc.
- ii) GST registration Certificate.
- iii) Return of GST for the F.Y. 2019-20, failing which bid application shall be held liable for cancellation.
- iv) Order of exemption of EMD by the **Finance Department of Govt of West Bengal.**
- v) Currently valid Trade license.
- vi) S.S.I. Registration (Udyog-Aadhaar which supports that the agency is a Small or Micro Scale Enterprise Unit) as per notification of Ministry of Small Scale Industries/Ministry of Micro, Small & Medium Enterprises of Govt. of India.

- vii) The bidders should have to furnish credentials of annual turnover with regard to production and financial capacity for atleast 1 (one) financial year out of preceding 5 (five) financial years i.e. F.Y. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 (Provisional) (Performance statement in Annexure "E" alongwith Performance Certificate with respective supply orders received from Government Organisation or Government Undertakings while supply orders from private agencies will be subjected to scrutiny. Annexure "E" should be signed by both the authorities as mentioned in the prescribed proforma, failing which the bid application is liable to be rejected. Audited balance sheet prepared and verified by the Chartered Accountant for five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 (Provisional) and I.T. return for preceding three consecutive financial years i.e. F.Y. 2016-17, 2017-18, 2018-19 & 2019-20 desirable i.e. Assessment Years 2017-18, 2018-19, 2019-20 & 2020-21 desirable should be submitted). The annual turnover of tendered items of this NIT for any Financial Year out of last Five Financial Years i.e. for F.Y. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 should exceed at least 1 (One) Crore to bid either for individual item or both items of this NIT.
- viii) Affidavit for not being black listed by any Government / Private institution in Non-judicial stamp.
- ix) Manufacturers' authorisation letter in Annexure "F" alongwith list of all outsourcing manufacturers. **(for Bidders who have no manufacturing unit of their own).**

XIV. Financial Bid :

- i) Single rate shall be quoted for each item of clothing in BOQ only in accordance with the specification, fabric construction and measurement (Annexure "B") .
- ii) Rate may be quoted for single or multiple items.
- iii) Rate must be quoted both in words and figures
- iv) Any request for enhancement of rate after submission/ finalisation of tender or within the period of supply will summarily be rejected.
- v) ***The basic rate should be inclusive of Transportation and other charges & duties but exclusive of tax.***

XV. Earnest Money Deposit (EMD) :

Earnest money amounting to Rs.2.00 Lakh (Rupees: Two lakh) only to be deposited at the time of bidding through State Govt. e-Procurement portal only (<http://wbtenders.gov.in>) by Internet Banking or NEFT/RTGS as per Memorandum vide No. 3975-F(Y) dtd.28.07.2016, otherwise it will not be considered.

In case of non-submission of the Performance security and / or non-signing of contract by the L1 bidder, the EMD will be forfeited by the Government.

The successful bidder will be eligible to withdraw the EMD after submission of Performance Security in the form of Bank Guarantee.

The EMD of L2 and other bidders will be retained till the submission of Performance Security by the L1 bidder. In case, the L1 bidder fails to sign the Agreement or comply with the terms and Conditions of the Agreement, the Government reserves the right to offer the supplies to the L2 bidder or other bidders, in order of their bid value or call fresh tender as decided by the Department of Disaster Management and Civil Defence.

XVI. Forfeiture of EMD:-

1. If a tenderer withdraws his tender or any part of it during the period of validity of tender.
2. Fails to deposit the Performance Security or fails to execute Agreement.

XVII. Performance Security:

The L1 selected bidder will have to submit a Performance Security (Except those organisations who have been exempted by the Finance Department, Govt. of West Bengal) for an amount of 6% of the Financial Bid Value of the first financial year i.e. of 2019-20 before execution of the Agreement. The same shall be valid upto 31st October, 2024 on completion of the entire supply of the tals

Financial Year. Any liquidated damages on the part of successful bidder for non-compliance of the terms of the contract in any form shall be adjusted against the Performance Security in the manner given at Clause XIX and Clause XX below. In case of any instance of breach of contract by the successful bidder, the Government holds the right to forfeit the entire Performance Security. The Form for submission of Performance Security is enclosed as **Annexure "D"**.

XVIII. Period of validity of tender :

The accepted rates of items shall remain valid upto a period of 3(three) year from the date of execution of first contract/Agreement.

XIX. Execution of Agreement : -

- i) After finalization of tender and Performance security the successful tenderers will be required to execute at their own cost a duly signed Non-Judicial stamped agreement paper in the prescribed format within 7(Seven) days regulating the terms & Conditions of supply.
- ii) **Terms of payment** – Payment will be made within three months from the date of submission of complete bills in all respects. **No interest will be paid in case of any delay of payment.**
- iii) **Submission of Bills :**
 - a. **The front page of the bill shall have to be clearly typed with bold letters as "Relief Materials-F.Y.-2019-20"/ Relief Materials-F.Y.-2020-21"/ Relief Materials-F.Y.-2021-22"[Financial Year to be marked for the supply of that particular financial year].**
 - b. The Tender No. & date, Supply order no. & date should be clearly noted in each copy of bill.
 - c. Applicable Taxes, if any should be clearly indicated in each copy of bill.
 - d. Bills, in triplicate, supported by receipted delivery challans must be submitted to this Office immediately after each instalment of supply as per given delivery schedule given at clause VII above for payment in due course.
 - e. The bill and challan should be signed by the authorised signatories of the organisation to be intimated by the awardee organisation with specimen signature before starting of supply.
- iv) The Tender Committee reserves every right to accept or cancel any part or all tender without assigning any reason thereof and go for fresh tender.
- v) The Government reserves the right to vary the quantities of the supply order to be given to the L1 bidder. In case of emergency and adhoc requirement, or if found on inspection of the manufacturing facility of the L1 bidder that he may not be able to supply the quantity in time, the L2 bidder may be requested to supply the materials at the L1 rate. In case of refusal by the L2 bidder, the L3 bidder may be approached to supply at the L1 rate and so on.
- vi) In order to ensure timely supply of material, the Govt. reserves the right to divide the quantity between 2 or more successful bidders in case of them giving same rate and in case of L2 and other bidders offering to supply at the lowest (L1) rates subject to assessment of their capacity in emergent situation.

XX. Liquidated damages:

After commencement of supply if the vendor fails to complete in full all deliveries and its components or fails to complete the implementation within the stipulated period as per schedule provided by the agency and agreed upon by the authority, the vendor shall pay to the purchaser liquidated damages @ 0.5% of the value of the undelivered items for each completed weeks of delay up to the maximum of 10% of the value of the undelivered items. Thereafter, the buyer will have the right to terminate the supply order. In case of such delay beyond ten weeks, the buyer will have the option to explore the market at the vendor's risk and cost. The matter of Liquidated Damages and

the mode and method of such risk purchases will be at the total discretion of the authority of this Department.

XXI. Method of payment of liquidated damages:

The amount charged as liquidated damages shall be deducted by the buyer from the amount due for payment to the supplier. If the amount of liquidated damages exceeds the payment due to the supplier, the supplier shall within 30(Thirty) days make payment to the buyer in full and final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payment due to the supplier.

XXII. Imposition of penalty:

- A) Fine of Rs. 500000.00 (Rupees Five Lakh) will be imposed per month for delay in supply as per supply order.
- B) Forfeiture of the entire EMD will be imposed for initial delay (failing of commencement of Delivery within 15 (fifteen) days as per schedule provided by the agency and agreed upon by the authority).
- C) Delay to be considered with reason and justification upto maximum three months.
- D) After that, supply order to be terminated/ cancelled
- E) Then remaining order of supply to be rationally distributed amongst participating and willing bidder at L1 rate, with the concurrence of Finance Department.
- F) For repeated delays the TIA reserves the right to consider blacklisting of the selected bidder.

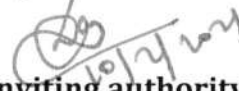
XXIII. Jurisdiction Clause:

For litigation or legal issues if any, has to be settled at Calcutta jurisdiction only.

XXIV. Arbitration Clause:

The Special Secretary, Department of Disaster Management & Civil Defence will act as arbitrator if any dispute arises.

Signature



(Tender inviting authority)
Director of Disaster Management
Government of West Bengal

Submission of Tenders:

All tenders must be submitted online by **12.30** p.m. on **05.03.2021**. Tenders will be opened as per schedule mentioned in **“Tender Information”**.

1. “BID A”:

One folder for “Essential Requirements of the Tendering Firm for participation” shall contain all papers related to the essential requirements of the Tenderer for participation in the tender viz.

Pre-qualification doc:**Statutory documents**

1.	<i>NIT (properly uploaded and digitally signed)</i>	
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Non statutory documents/my documents:

Sl.No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES		
		A1. CERTIFICATES	SELF ATTESTED COPY OF I.T. RETURN ALONG WITH COPY OF PAN CARD OF THE FIRM/UNIT, GST REGISTRATION NO. TRADE LICENSE / S.S.I./MSME REGISTRATION (UDYOG AADHAAR), POLLUTION CERTIFICATE, COPY OF EXEMPTION FROM VAT/SECURITY DEPOSIT/EMD
B	COMPANY DETAILS		
		B1. COMPANY DETAILS 1	COMPANY NAME & ADDRESS, PARTNERSHIP /PROPRIETOR/ LIMITED , CO-OPERATIVE SOCIETY BYLAW,MOA, TRADE LICENCE, COMPANY REGISTRATION CERTIFICATE
C	CREDENTIAL		
		C1. CREDENTIAL1	Affidavit for not being black listed by any Government / Private institution in Non-judicial stamp
		C2. CREDENTIAL2	PERFORMANCE STATEMENT IN ANNEXURE “E”
E	FINANCIAL INFO		
		E1. FINANCIAL INFO 1	AUDITED ANNUAL ACCOUNTS 2015-16
		E2. FINANCIAL INFO 2	AUDITED ANNUAL ACCOUNTS 2016-17
		E3. FINANCIAL INFO 3	AUDITED ANNUAL ACCOUNTS 2017-18
		E4. FINANCIAL INFO 4	AUDITED ANNUAL ACCOUNTS 2018-19
		E5. FINANCIAL INFO 5	AUDITED OR PROVISIONAL ANNUAL ACCOUNTS 2019-20
G	DECLARATION 1		I.T. return for preceding three consecutive financial years out of last five financial years i.e. F.Y. 2014-15, 2015-16, 2016-17, 2017-18, 2018-19 i.e. Assessment Years 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 along with valid PAN Card of the firm / unit etc.
	DECLARATION 2		Return of GST for the F.Y. 2019-20

2. BID "B":

DETAILS OF ITEM (SINGLE FILE MULTIPLE PAGE SCANNED)

1.	LEGAL DECLARATION FOR ACCEPTANCE OF TERMS AND CONDITIONS OF NIT (Annexure "C")
2.	Manufacturer's Authorisation certificate as per Annexure "F"
3.	Performance Statement in Annexure "E"

3. "BID C":

Another folder as "Financial Bid" shall contain the financial bids **(BOQ)** with the base rate for each item inclusive of transportation, freight charges and exclusive of GST (wherever applicable) to be quoted .

Annexure 'A'

Tender Articles & Quantity

Sl. No.	Name of the Relief article	Approximate Quantity		
		2021-22	2022-23 (increased by 5% than previous year)	2023-24 (increased by 7.5% than previous year)
1	Dhuti*	627000	658000	707000
2	Lungi*	440000	462000	497000

*** The quantity may increase upto 50% as per requirement. .

Annexure "B"

Testing Specification for clothing in Laboratory

Item	Length & Breadth (m)	Yarn Count Warp X Weft	COMPOSITION (% of blend)	Thread / inch (Warp) X (Weft)	Average GSM (Min.-Max.)	Wash Fastness	Maximum Shrinkage allowed (on washing)	Design
Dhuti	4.5 X 1.10 L : As marked B : (-) 2% tol	60 Ne X 60 Ne Warp & Weft- cotton	Warp & Weft- Cotton	68(+5%, -2.5%) X 64 (+5%, -2.5%)	55 & above	Not Applicable	4% both Warp & Weft way as per Indian Standard (IS 748:1990)	Bleached, with coloured (except Red) border of width between 1.0-1.25 cm. Border should contain a monogram with words "বিশ্বায় ব্যবস্থাপন দপ্তর - পঞ্চাং সরকার ২০১৯-২০/ ২০২০-২১/২০২১-২২" as applicable
Lungi	2.25 X 1.25 L : As marked B : (-) 2% tol	40 Ne X 40 Ne	Warp & Weft- cotton	64(+5%, -2.5%)X 71 (+5%, -2.5%)	90 & above	4 & above	--	Multicoloured check & stripe.

Criterion for Conformity: Each test specimen must meet all the specified values

Annexure "C"
Tender Form
(Technical bid)

Tender Ref No..... Tender I.D. No.....

1. Name of the Bidder :
2. Address :
3. Full Contact details : Tel. No.:..... Fax No.....
e-mail

1. Name of the Authorised signatory
2. to sign Bid Documents :

3. Documents furnished (Put "✓"mark) :

- a. EMD. : Details
- b. Attested copy of I.T. Return along with PAN Card of the Firm / unit.
- c. GST Registration No. / Return of GST as per e-NIT/ Copy of exemption of EMD/ Performance Security.
- d. Trade License/ S.S.I. Registration (Udyog Aadhaar) as per notification of Ministry of Small Scale Industries/Ministry of Micro, Small and Medium Enterprises of Govt. of India
- e. Credentials for Annual Turnover alongwith Annexure 'E'.
- f. Affidavit for not being blacklisted by any Government / Private Institution in Non-judicial Stamp.
- g. Detailed list of outsourced manufacturers alongwith Manufacturers' authorisation form in Annexure 'F' (for bidders who claimed for exemption from having own manufacturing unit).

Declaration :

I, Sri..... on behalf of (Name of the Firm/ Unit) do hereby declare that I have carefully gone through the terms & Conditions and all the information furnished is true to the best of my knowledge. In case of any false declaration the tender will be liable to be cancelled.

Signature of the bidder

Annexure "D"

Performance Security

[Insert : No performance security shall be requested or the bank, as requested by the successful Bidder, shall fill in this form in accordance with the instruction indicated]

Date *[Insert date (as day, month and year) of Bid Submission]*

Bid No. & Title : *[Inset no. & Title of bidding process]*

Bank's Branch or Office : *[Insert complete name of guarantor]*

Beneficiary : ***[Director of Disaster Management, Government of West Bengal , 87A, S.N. Banerjee Road, Kolkata-700014]***

PERFORMANCE GUARANTEE NO. : *[Insert performance guarantee no.]*

We have been informed that *[insert complete name of supplier]* (herein after called "The supplier") has entered into contract no. *[insert no.]* dated *[insert day & month], [insert year]* with you, for the supply of *[Description of goods and related services]* (Herein after called "The Contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the *[insert no.]* day of *[insert month] [insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

[Signatures of authorized representatives of the Bank and the supplier]

[Remarks: The Performance Security shall be valid upto 31th October, 2024]

Annexure "E"

**PROFORMA FOR PERFORMANCE STATEMENT FOR LAST FIVE FINANCIAL YEARS
i.e. FROM 2014-15 TO 2018-19 [Ref: Clause XII (v)]**

Tender Ref No..... Tender I.D. No.....

Name of the bidder:

Accounting Year	Turnover as per Annual Accounts	Segment wise breakup		Total turnover of Clothing group of this NIT
	1	2	3	4
	Total Turnover (Rs.)	Dhuti (Rs.)	Lungi (Rs.)	Sum of column 2 & 3 (Rs.)
AUDITED ANNUAL ACCOUNTS 2017-18				
AUDITED ANNUAL ACCOUNTS 2018-19				
AUDITED/PROVISIONAL ANNUAL ACCOUNTS 2019-20				

**Countersigned by Chartered Accountant (Other than govt. organisation/undertaking) /
Authorised finance authority or Chartered Accountant
(In case of govt. organisation/undertaking)
[Signature, Seal with Full address]**

Signature and seal of the Bidder

Annexure "F"

MANUFACTURERS' AUTHORISATION FORM

(From the original clothing/garments/equipment manufacturer)

To
The Director of Disaster Management
Government of West Bengal

.....
.....

Bid Reference No.....

Sir/Madam,

We.....who are established and reputable manufacturers of(name and description of goods offered) having factories at.....(address of factory) do hereby authorise M/S.(name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Bid Ref. No.....

No company or firm or individual other than M/S.....are authorised to bid, and conclude the contract for the above goods manufactured by us, against this specific tender.

We hereby extend our full guarantee and warranty as per the bid document, the General conditions of contract and special conditions of contract for the goods and services offered for supply by the above firm against this tender.

Yours faithfully,

(Name)

(Name of manufacturer)

Note: This letter of authority should be on the letter head of the manufacturer with full address, phone no. Email, and website address, and should be signed by a person having competence and the power of attorney to legally bind the manufacturer. It should be included by the bidder in its bid.