

Request for Proposal
for
Supply of Uniform Fabric Material: Suiting and Shirting for Civic Volunteers &
Home Guard under Kolkata Police to the empanelled Power Loom Units.

BY
The Managing Director, Tantuja
The West Bengal State Handloom Weavers' Co-Operative Society Ltd.
Tantuja Bhavan, No. 18/4, Block - DD, Sector - 1, Salt Lake City
Kolkata - 700 064.

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NOTICE INVITING e-TENDER**e-NIT No.: WBTANTUJA/BNA/MD/01(e)/2025-26****Section I**

The Managing Director, Tantuja hereby invites Request for Proposal for supply of of Uniform Fabric for Civic Volunteer & Home Guard under Kolkata Police, from Powerloom Units of West Bengal, with RPM 350 and above. Throughout the scope of this tender, the term “Powerloom Unit” will imply those units in the state of West Bengal, who are currently engaged in weaving and supply of School Uniform Cloth Material, in agreement with The West Bengal State Handloom Weavers’ Co-Operative Society Ltd (Tantuja).

The RFP will comprise of the Technical Part and Financial Part. Any bidder who intends to participate shall submit bid under this RFP through thee-procurement portal of Govt. of West Bengal (<https://wbtenders.gov.in/nicgep/app>). RFP documents may be downloaded from <https://wbtenders.gov.in/nicgep/app>. 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.

Schedule of important dates of this RFP:

| Sl. No. | Activity | Date & Time |
|----------------|--|--|
| 1. | Date of uploading (publishing) of RFP documents (online) | 25.04.2025 at 11:00 AM |
| 2. | Documents download start date & time (online) | 25.04.2025 from 11:00 AM |
| 3. | Pre-bid meeting date & time (online) | 08.05.2025 from 12:00 PM |
| 4. | Join zoom meeting for pre-bid (online) | Meeting ID: 863 4739 0331 Passcode: 597594 |
| 5. | Bid submission start date & time (online) | 25.04.2025 from 11:00 AM |
| 6. | Submission of sample end date & time | 14.05.2025 up to 04:00 PM |
| 7. | Documents download end date & time (online) | 14.05.2025 up to 04:00 PM |
| 8. | Bid submission end date & time (online) | 14.05.2025 up to 04:00 PM |
| 9. | Technical bid opening date & time (online) | 14.05.2025 at 05:00 PM |
| 10. | Financial bid opening date & time (online) | To be notified later. |
| 11. | Venue of opening of tenders & address for communication | Office of the Managing Director, Tantuja, 1 st Floor at Tantuja Bhavan, Block DD, No. 18/4, Sector I, Salt Lake City, Bidhannagar, Kolkata - 700 064. |

Table 1: List of Items, EMD, and Total Quantity Reserved for Allotment

| Sl. No. | Item | Quantity | EMD |
|---------|---|---------------|--|
| 1. | Fabric for Khaki Poly Viscose Half Shirt and Khaki Polyester Viscose Trousers | 13,000 meters | Rs. 1,00,000/- (Rupees One Lakh Only) |
| 2. | Fabric for Polyester Viscose Shirt (Light Blue) | 20,000 meters | |
| 3. | Fabric for Polyester Viscose Trouser (Deep Blue) | 10,500 meters | |

Important Terms and Conditions:

1. The RFP is invited from power loom units who are currently engaged in weaving and supply of School Uniform Cloth Material, with loom speed 350 and above.
2. Bidders are to submit separate bid for each item. Successful bidders have to deliver the finished fabric to specified warehouses of Tantuja as specified in this RFP.
3. Quoted rate will include all taxes (except applicable GST), license fees, road permits, transport charges, logistic charges, loading/unloading charges etc., incurred until delivery of the contracted Goods to Tantuja
4. Delivery of each item should be completed within 45 (forty five) days from the date of issue of Supply Order
5. Every truckload of Fabric delivered by the selected power loom unit shall carry single Batch Number and unique power loom unit code.
6. In case it is found that the L1bidder's production capacity is not commensurate with the requirement, the tender inviting authority reserves the right to negotiate with the L2 bidder at L1 quoted rate for supply of the requirement, at any ratio as appropriate or for distribution of total requirement of fabric among the technically qualified bidders for supply of fabric, in the interest of public.
7. A committee constituted by the Department of MSME&T, Govt. of West Bengal, drawing experts from the Department and from the Directorate of Textiles, will be in overall charge of technical evaluation of bidders. The decision of this Committee will be final and binding in all aspects of the RFP.
8. Packaging instructions: Selected Power Loom Units will supply fabric in batches of 100 meters or in multiples of hundred. Each batch will bear unique Consignment Number and Vendor Code. The format of consignment number and vendor code will be intimated to the supplier at the time of issue of Work Order.
9. Selected Powerloom Units will have to purchase yarn for manufacturing of specified fabric directly from state-owned spinning mills. In case the state-owned spinning mills fail to supply the required yarn, the Powerloom Units may procure the same from the open market. The prevalent market rate of yarn will be intimated by the concerned spinning mills at the time of supply.
10. Such powerloom units desirous of obtaining orders must submit a notarized affidavit in this regard stating that they agree to supply Fabric Material as per approved specification (refer to annexure 1) at discovered L1 rate.
11. Applicant powerloom unit should submit sample of uniform cloth on or before opening of technical bids, each sample not less than 03.00 meters fabric. The samples must be sealed and signed by the applicant. Submitted sample will be tested by Tantuja and deviation beyond acceptable parameters (refer to technical specification attached) will lead to rejection of the application.

12. Technical Specification of Fabric: Refer to Annexure 1.
13. Details of machinery, clearly evidencing loom speed should be submitted in the format given below:

Table 2.

| Sl. No. | Details |
|---------|---|
| 1. | Total no. of looms <i>(Please specify exact functional numbers)</i> |
| 2. | Speed of looms <i>(Please specify in terms of RPM)</i> |
| 3. | Total per day production capacity <i>(Please specify in meters)</i> |

14. UDYAM registration must be submitted.
15. The selected Powerloom Units will have to complete supply of entire quantity at such locations, manner and as per specifications 45 days from the date of issuance of the Notification of Award / Work Order by Tantuja.
16. Daily production capacity should be clearly and satisfactorily evidenced by submission of details of machinery.
17. The powerloom unit should not have been blacklisted by any State Government /Central Government / or any State / Central PSU / Autonomous bodies. Notarized affidavit in this regard should be submitted.
18. Valid documentary proof of GST registration number, PAN, Trade License
19. The bidder should submit ITR details of last 3 (three) financial years ending with 31.03.2023
20. At the time of supply, a maximum deviation of 5% from specified parameters may be admissible. 1% penalty for deviation parameters may be levied for deviation beyond 5% and up to 10%. Penalty levied may be a maximum of 5% of the supply value of the concerned lot. Lots with deviation beyond 10% will be summarily rejected and will have to be replaced by the supplier at their own cost.
21. No Sub-contracting shall be allowed.
22. The Supplier shall be entirely responsible for all taxes, license fees, road permits, transport charges, logistic charges, loading/unloading charges etc., incurred until delivery of the contracted Goods to Tantuja.
23. Delivery Schedule: Total 45 days to complete the production and supply from the date of issue of work order.
24. List of Delivery Points: TantujaBhawan

Table 3.

| Sl. No. | District |
|---------|--|
| 1. | Sukhchar, Dist.: North24Parganas |
| 2. | Tantuja Bhawan, Salt Lake, Kolkata - 700 064 |

25. Third Party Checking of materials will be conducted at above receiving points. If a lot fails to pass the testing, it has to be replaced by the supplier at his own cost.

Section II

Application Procedure

1) Registration of Bidder

Bidders willing to take part in the process of participating in the RFP will have to be enrolled & registered with the Government e-Procurement system through logging into the website www.wbtenders.gov.in and to click on the link for e-tendering site as given on the web portal.

2) Digital Signature Certificate (DSC)

Each participant, for submission of tender, is required to obtain a Class-III Digital Signature Certificate (DSC) from the approved service provider of the National Information Centre (NIC) on payment of requisite amount, the details of which are available at the Website.

3) Downloading

Bidders can download Notice Inviting e-Tender (NIT) & Tender Documents by logging into the website mentioned above using the Digital Signature Certificate. **This is the only mode of collection of Tender Documents.**

4) Deposition Of Earnest Money & Security Deposit

Prospective bidders shall have to deposit an **Earnest Money of Rs. One Lakh only** failing which the tender shall be summarily rejected.

This EMD challan shall form an essential document to be submitted with the tender. The deposited Earnest Money will not carry any interest. The EMD will be refunded automatically to the unsuccessful bidders from the system itself. EMD will be forfeited if selected bidder fails to deposit Security Deposit within stipulated period or fails to accept the Letter of Intent. EMD may also be forfeited if a bidder withdraws its bid during the period of Bid Validity or if a bidder breaches the terms and conditions of this EOI.

5) Submission of Tender

- a. All documents should be uploaded with digital signature in all pages. This is mandatory for considering any offer as valid.
- b. Tenders are to be submitted online in the website in the specified folders – one for Technical Details & the other for Financial Bid, before the prescribed date & time using the Digital Signature Certificate (DSC).
- c. The tenders of those who do not qualify the eligibility criteria shall be rejected at any time during detailed scrutiny and evaluation stage, to be done later on.
- d. Tender form downloaded in the name of the prospective bidder /firm alone should be used, otherwise it will be rejected.

6) Quotation of Rate

- a. The bidder must while quoting rate duly fill, sign and upload the BOQ, in the system, for each of their bids, in respect of each of the e-Tender(s) it participates in. The rate shall include all sorts of taxes (except GST) and levies, if any.
- b. The financial rate of the bidder is to be submitted online only, in the stipulated format of BOQ. Mention of rate anywhere else in the tender document shall make it liable to be rejected.
- c. The Financial bids of only the Technically Qualified Bidders shall be opened.

7) Pre Bid Meeting

Prospective bidders in the tender may attend a Pre-Bid Meeting which will be held on 08.05.2025 from 12:00 Noon.

No queries will be entertained after the pre bid meeting.

Section III
Eligibility Criteria

1) **Technical qualifications:** A bidder shall be technically qualified if he fulfills the following criteria:

Table 4.

| Sl. No. | Technical criteria | Documentary evidence to be uploaded |
|---------|---|--|
| 1. | The bidder must be a Powerloom Unit in the state of West Bengal, who are currently engaged in weaving and supply of School Uniform Cloth Material, in agreement with The West Bengal State Handloom Weavers' Co-Operative Society Ltd. (Tantuja). | Copy of agreement with Tantuja |
| 2. | Loom speed must be 350 RPM and above | Details of Machinery, Daily Production Capacity and Loom Speed as specified in the format vide Table 2 of this RFP |
| 3. | The bidder shall have valid GST registration. | Self-attested copy of Certificate of registration under GST Act as applicable is to be submitted |
| 4. | The bidder should have valid PAN | Self-attested copy of PAN |
| 5. | The bidder should not have been blacklisted by any State Government /Central Government / or any State / Central PSU / Autonomous bodies. Notarized affidavit in this regard should be submitted. | Notarized affidavit in this regard |
| 6. | Bank Details | Updated Bank Pass Book/ A cancelled cheque drawn on the bank showing clearly the name of the Firm/ Organization/ Company, address, Bank Name & its Branch, Bank A/c number, IFSC Code, contact numbers of the concerned Bank |
| 7. | EMD | The interested bidder needs to submit an EMD of Rs. 1.00 Lakh (Rupees one lakh only) for each fabric item applied. The EMD of every unsuccessful bid shall be refunded after finalisation of the entire process |
| 8. | CA certified copy of audited Profit & Loss Accounts/Income & Expenditure Statement and Balance Sheet of last three financial years ending with 31.03.2023. Copy of CA certified statement for business turnover in related line of business, if applicable, also to be submitted. | |
| 9. | Copy of self-attested Trade License to be submitted | |
| 10. | The Bidder should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of the power loom unit | |

2) Other Terms & Conditions

- a.** The successful bidder upon receipt of communication regarding acceptance of bid by the tender inviting authority shall have to submit performance security in shape of Bank Guarantee for an amount equivalent to 2% of the basic order value, in favour of The West Bengal State Handloom Weavers' Cooperative Society Ltd., drawn on any scheduled Banks payable at Kolkata. **The Performance Security will not carry any interest.**
- b.** The lowest valid bid once approved by the Tender Committee will be declared as successful L1 bidder and the same will be communicated to the successful bidder. However, the Tender Committee/Tender Inviting Authority reserves the right, without giving any reason, to accept or to reject all or any bid including the lowest bid.

Section IV

Evaluation, Selection and Award of Contract

I. Technical Evaluation

- i. The Tender Inviting Authority shall open, evaluate and compare the Technical Proposals that have been determined to be substantially responsive during the preliminary scrutiny.
- ii. The Tender Inviting Authority shall review the Technical Proposal in terms of the Eligibility Criteria and the Documents to be submitted in support of the bid. To assist in the scrutiny, evaluation and comparison of the bids, the Tender Inviting Authority may, at its discretion, ask any of the bidders for clarification on their bid on any of the points mentioned therein and the same may be sent through e-mail. No change in the prices or substance of the bid shall be sought, offered, or permitted.
- iii. The Tender Inviting Authority may also summon any of the bidders to seek additional information and documentation as well as the original hard copies of any of the documents uploaded by the bidder on the Portal, for purposes of verification. In the event the bidder does not submit such information and/ or documents within the stipulated time, their bids may be rejected.
- iv. A team of technical experts, drawing from the Directorate of Textiles, Govt. of West Bengal, will conduct a physical inspection to ascertain the loom speed, number of looms and daily production capacity of the unit. During such inspection, any deviation observed from the requirement as specified in this RFP, will lead to rejection of the technical bid.

II. Selection of the Bidder and Award of Contract

- i. Financial bids of only the technically qualified bidders shall be opened. Names of technically qualified bidders will be notified through the e tender portal which the bidders may see through their own User IDs.
- ii. Identification of bidder with lowest Financial Proposal (“L1”) will be determined as per the criteria below:
- iii. The bidder who has submitted the lowest Financial Proposal as per the format provided in this RFP shall be termed as the L1 bidder;
- iv. A confirmation on the Financial Proposal will be sought from the L1 bidder; If L1 bidder fails to accept the Financial Proposal along with terms and conditions, the bid will be treated as cancelled and EMD of the L1 bidder will be forfeited;
- v. In the event of tie-bid, the Tender Inviting Authority will adopt procedure as detailed vide FD Memorandum No. 2320-F(Y), dated 7.06.2022

III. Award of Contract

Criteria for Award of Contract

Technically qualified Powerloom Units will be awarded contract based on their respective daily production capacity. The Tender Committee constituted by the Department of MSME&T, Govt. of West Bengal, drawing experts from the Department and from the Directorate of Textiles, will be in overall charge of technical evaluation of bidders.

- 1) Award of Contract will be issued to eligible powerloom units at L1 rate discovered through financial bid opening
- 2) Eligible powerloom units willing to supply at approved L1 rate will be given order based on their production capacity and the entire order may be distributed amongst more than one supplier at L1 rate.

The distribution of the quantity will be as per following:

- i. The L1 bidder will be awarded 35% of the quantity put to this RFP, or quantity in commensuration with the L1 bidder's production capacity, whichever quantity is less
- ii. The L2 bidder, willing to supply at L1 rate, will be awarded 25% of the quantity put to this RFP, or quantity in commensuration with the L2 bidder's production capacity, whichever quantity is less
- iii. The L3 bidder, willing to supply at L1 rate, will be awarded 20% of the quantity put to this RFP, or quantity in commensuration with the L3 bidder's production capacity, whichever quantity is less
- iv. Balance quantity will be awarded equally among the remaining qualified bidders who are willing to supply at L1 rate.
- v. After allocating quantity in above manner, any balance quantity will be offered to the L1 bidder, for supply at L1 rate
- vi. In case any unit awarded with Work Order fails to complete supply within the stipulated delivery schedule, such undelivered quantity will be offered to the L1 bidder for supply at L1 rate.
- vii. For any unsubscribed quantity after above allocation, the Tender Inviting Authority may invite fresh tender/RFP

The purchaser reserves the right for distributing the order between eligible bidders at L1 rate.

IV. Signing of Contract

Within seven days after receipt of the PBG from the selected bidder, the Tender Inviting Authority or his authorised Officer shall enter into the contract.

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

The Purchaser reserves the right to increase or decrease by upto 25 percent of the quantity of fabric, within the specified supply time, i.e. 120 days, without any change in unit price or other terms and conditions.

Upon receipt of the Modification of Quantity Intimation by the Purchaser relating to an increase/decrease in the Quantity of Fabric to be supplied, the Contract with the Power loom Unit shall be deemed to have been modified to the extent of increase/reduction of quantity of Fabric. Further, in the event of abovementioned increase/reduction of quantity, the Payment that the power loom unit is entitled to receive shall also be proportionately adjusted

VI. Failure to Agree with the Terms and Conditions of the RFP / Contract

The failure on part of the bidder/ selected power loom unit to agree and comply with the terms and conditions of the RFP/Contract/ Order shall constitute sufficient grounds for the rejection of the bidder's proposal or cancellation of the Work Order to the selected bidder or termination of the Contract executed, as the case may be and in such an event the Purchaser shall be entitled to forfeit the EMD or PBG, as may be applicable.

VII. Validity of Offer

The offer shall remain valid initially for TWO years. However, it may be extended if deemed necessary by the relevant authority

VIII. Mode of Submission & Method of Selection of Proposal:

The proposals shall address all the requirements of this RFP and must be submitted in the English language.

IX. Other considerations:

The selected power loom unit shall also ensure that each consignment of fabric conforms to the specifications specified in this RFP.

X. Supplier's warranty will be valid for at least 06 (six) months.

XI. Payment Terms: Payment may be made, subject to acceptance of respective goods as per Test Report of Third-Party Checking Agency and receipt of payment in favour of Tantuja from Kolkata Police.

XII. Deviation of 5% from specified parameters may be admissible. 1% penalty for deviation on parameters may be levied for deviation beyond 5% and up to 10%. Penalty levied may be a maximum of 5% of the supply value of the concerned lot. Lots with deviation beyond 10% will be summarily rejected and will have to be replaced by the supplier at their own cost

Section V
General Instructions to Bidders

1) **Corrupt Practices**

- a. The West Bengal State Handloom Weavers' Cooperative Society Ltd. (Tantuja) requires bidders to observe the highest standard of ethics during the bidding process and during the Term and Renewal(s), as may be applicable; and
- b. The West Bengal State Handloom Weavers' Cooperative Society Ltd may, if it determines that a bidder has, directly or through an agent, affiliate or associate has engaged in corrupt, fraudulent, coercive or restrictive practices in competing for, or in executing the Contract with The West Bengal State Handloom Weavers' Cooperative Society Ltd:
 - i. reject the bidder's proposal; and/ or
 - ii. declare the bidder indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the Government of West Bengal and any of its directorates and undertakings; and/ or
 - iii. cancel or terminate the Contract.

2) **Anti-Collusion**

- a. The West Bengal State Handloom Weavers' Cooperative Society Ltd reserves the right at its discretion to report suspected collusive or anti-competitive conduct by bidders to the appropriate regulatory authority and to provide the authority with all relevant information in relation to the same; and
- b. The bidder warrants that the bid has been prepared and submitted without any consultation, communication, contract, arrangement or understanding with any competitor regarding:
 - i. Prices;
 - ii. Methods, factors or formulas used to calculate prices;
 - iii. The intention or decision to submit, or not submit a bid;
 - iv. The submission of a bid that is non-conforming; and
 - v. The terms of the bid.

3) **Conflict of Interest**

The West Bengal State Handloom Weavers' Cooperative Society Ltd considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, and that such conflict of interest may contribute to or constitute a prohibited practice by the The West Bengal State Handloom Weavers' Cooperative Society Ltd, which requires that bidding power loom unit(s) under contracts with the The West Bengal State Handloom Weavers' Cooperative Society Ltd, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of the bidding process. Consequently, all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a. they have promoters/ controlling shareholders/ partners/ designated partners/ proprietors/ management in common;
- b. they receive or have received any direct or indirect subsidy or financial grant or financial assistance from any of them;
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of The West Bengal State Handloom Weavers' Cooperative Society Ltd regarding this bidding process.

4) **Amendment of RFP**

At any time prior to the last date of submission of bids, The West Bengal State Handloom Weavers' Cooperative Society Ltd for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by way of an amendment or addition. Such modification shall be deemed to form an integral part of the RFP. Any such communication shall be posted on the Portal and bidders are requested to visit the Portal for updates.

- 5) The contract will be governed by the laws of India for the time being in force and shall be subjected to the exclusive Jurisdiction of the Courts of Kolkata only.
- 6) That all legal proceeding arising out of this Tender document shall be subjected to the exclusive jurisdiction of the Courts at Kolkata only.
- 7) That in the event of any dispute or difference of opinion or difficulty arising out this Tender document regarding any stipulation therein or in respect of any matter relating thereto, the same shall be settled between the parties amicably failing which either party will be at liberty to refer the matter to the competent court of law within the jurisdiction of Kolkata for proper adjudication of the matter.
- 8) In case any interpretation and/or clarification of any clause and/or clauses of this Tender document are required to be made, interpretation given by the Tender Committee shall be final and binding upon the parties.
- 9) In case of any dispute and difference arising by and between the parties the same shall be referred to Arbitration which will be subject to the jurisdiction of the Courts at Kolkata only.
- 10) Arbitrations- Save and except the specific provisions contained herein above, all disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided in the contract) shall be referred to the sole arbitration of any person, who is mutually agreed upon as the Sole Arbitrator, by both the Purchaser and the Supplier.

- 11) It is not binding on the part of The West Bengal State Handloom Weavers' Cooperative Society Ltd to accept the lowest tender or any tender and it reserves the right to reject or accept all or any tender fully or partly, without assigning any reason thereof.
- 12) The firms/ companies/ Power Loom Units who have been blacklisted or a process of blacklisting is pending against them, are debarred from participating in the tender process even if they happen to deposit Earnest Money.
- 13) Conditional Tenders shall not be accepted and will be summarily rejected.
- 14) The decision of the Tender Committee, after evaluation of the documentary evidences the eligibility of bidder shall be final.
- 15) The Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd reserves the right to reject any/all tender without assigning any reason thereof and the same should not be questioned, whatsoever.
- 16) Either party shall give to other party immediate information of any change of address and/or contact numbers within 48 (forty eight) hours of any such changes.
- 17) Any notice to be served by either party on the other, on the other, shall be send by email.
- 18) The failure by either party to enforce at any time any one or more of the terms and conditions shall not be deemed to be a waiver of the said terms and conditions and either party shall have the right at any time during the term to subsequently enforce all or any of the said terms and conditions.

Section VI
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 uniform cloth material supplied to each delivery point, an administrative unit of the state education structure.

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. A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

b. A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of 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 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

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, as specified in this RFP, 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.

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 atleast 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 cloth has been distributed to the students. 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

13.1 Payment shall be made in Indian Rupees.

13.2 Payment may be made, subject to acceptance of respective goods as per Test Report of Third-Party Checking Agency **and receipt of payment in favour of Tantuja from Kolkata Police.**

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

20.1 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, its 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, Tantuja 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, Tantuja 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, Tantuja shall be without prejudice to other rights of actions available to the Tantuja against the bidder/supplier under the tender terms & conditions.

SECTION VII
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

- a. The purchaser is Managing Director, Tantuja, Kolkata – 700 064
- b. The Supplier is <To be filled at the time of Contract signature>
- c. The Project Site is – ‘Procurement of Uniform cloth material for Civic Volunteer & Home Guard under Kolkata Police’

2 Inspection and Tests

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 uniform 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 one sample as per standard sampling procedure. Each sample drawn shall measure not less than 3 meters and each sample will contain P.V. uniform cloth material
- 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 cloth in each block which here after called as a lot, and will be transported to the thirdparty 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 within 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.
- g. In the event of the uniform cloth material 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

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by 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.

Managing Director

Annexure 1: Technical Specification of Fabric (Suiting and Shirting)

A. Shirting Fabric

- 1. Yarn:**
 - a. Warp Yarn : 2/40^SNe. PV yarn (65:35)
 - b. Weft Yarn : 1/40^SNe. PV yarn (65:35)

- 2. Threads/inch:**
 - a. Warp/inch, EPI : 60
 - b. Weft/inch, PPI : 52

- 3. Dimension of fabric**
 - a. Width : 44inch Finished
 - b. Border Width : 1 inch (0.5" + 0.5")

- 4. GSM** : 140

$$\text{Weight of Warp} = \frac{01 \times 43 \times 60 \times 106 \times 105 \times 1.0936 \times 453.6}{840 \times 20 \times 100 \times 100} = 84.79\text{gm}$$

$$\text{Weight of Weft} = \frac{01 \times 46 \times 52 \times 106 \times 103 \times 1.0936 \times 453.6}{840 \times 40 \times 100 \times 100} = 38.56\text{gm}$$

$$\text{Weight of Border} = \frac{01 \times 01 \times 60 \times 106 \times 105 \times 1.0936 \times 453.6}{840 \times 20 \times 100 \times 100} = 1.97\text{gm}$$

B. Suiting Fabric

- 1. Yarn:**
 - c. Warp Yarn : 2/30^S Ne. PV yarn (70:30)
 - d. Weft Yarn : 2/30^SNe. PV yarn (70:30)

- 2. Threads/inch:**
 - a. Warp/inch, EPI : 60
 - b. Weft/inch, PPI : 56

- 3. Dimension of fabric**
 - a. Width : 56 inch Finished
 - b. Border Width : 1 inch (0.5" + 0.5")

- 4. GSM** : 230

$$\text{Weight of Warp} = \frac{01 \times 55 \times 60 \times 106 \times 105 \times 1.0936 \times 453.6}{840 \times 20 \times 100 \times 100} = 144.60\text{gm}$$

$$\text{Weight of Weft} = \frac{01 \times 59 \times 56 \times 106 \times 103 \times 1.0936 \times 453.6}{840 \times 15 \times 100 \times 100} = 142.02 \text{ gm}$$

$$\text{Weight of Border} = \frac{01 \times 01 \times 60 \times 106 \times 105 \times 1.0936 \times 453.6}{840 \times 20 \times 100 \times 100} = 2.62 \text{ gm}$$