

NOTICE INVITING E-TENDER

**FOR PROCUREMENT OF GREY 26^S AND 30^S (Ne) 100% COTTON OPEN END YARN IN CONE FORM
FOR HANDLOOM WEAVERS IN THE STATE OF WEST BENGAL**

TENDER INVITING AUTHORITY

**THE WEST BENGAL STATE HANDLOOM WEAVERS' CO-OPERATIVE SOCIETY LTD.
TANTUJA BHAVAN, 18/4, BLOCK-DD, SECTOR- I, SALT LAKE CITY, KOLKATA - 700 064.**

NOTICE INVITING e-TENDER**e-NIT No.: WBTANTUJA/BNA/MD/05(e)/2026-27****INVITATION OF BIDS**

1. The West Bengal State Handloom Weavers' Co-Operative Society Ltd. (Tantuja) invites e-tenders in two parts (Technical Bid & Financial Bid) from Manufacturers/ Authorized Distributor/ Authorized Agent/Bonafide Supplier/ Consortium of suppliers having tie-up with manufacturer (i.e. Mills) for procurement of grey 26^s and 30^s (Ne) 100% cotton open end yarn in cone form for handloom weavers in the State of West Bengal. Item wise quantity requirement is placed at Annexure-A.
2. Bidders are advised to examine this bid document carefully before submitting their bids in response to the Notice Inviting Tender. Submission of bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. For e-filing, intending bidder will have to download the tender documents, terms and conditions etc. from the website <http://wbtenders.gov.in>.
4. Bidders should have Digital Signature Certificate (DSC) to participate in the bidding process. Bidders who have no DSC may apply for it for online e-tendering in the prescribed form for centralized e-tendering at the website [<http://nicca.nic.in>] or may contact NIC office.
5. The Technical Bid [Bid-A] and the Financial Bid [Bid-B] should be submitted as per the bid submission timeline.

6. IMPORTANT DATES & INFORMATION:

Sl. No.	Particulars	Date & Time
1.	Date of Publishing of Tender Documents	24.07.2026 at 11:00 AM
2.	Document Download / Sale Start Date	24.07.2026 from 11:00 AM
3.	Bid Submission Start Date	24.07.2026 from 11:00 AM
4.	Pre-Bid Meeting (Online Zoom Meeting)	03.08.2026 at 12:00 Noon Meeting ID:83246747858 Passcode: 635572
5.	Document Download / Sale End Date	08.08.2026 up to 04:00 PM
6.	Bid Submission End Date / Time	08.08.2026 up to 04:00 PM
7.	Date and time of opening Technical Bid	10.08.2026 at 04:00 PM
8.	Date and time of opening Financial Bid	To be notified later.

7. The Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd. reserves the right to change the above schedule in case of any exigencies. No objection raised by any Bidder in this respect will be entertained.
8. The Managing Director, The West Bengal State Handloom Weavers' Co-operative Society Ltd. reserves the right to cancel the Tender/ a part of the tender due to unavoidable circumstances and no claim in this respect will be entertained.
9. All communications related to this Notice Inviting Tender shall be addressed to:
The Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd.
Address: Tantuja Bhavan, 18/4 Block-DD, Sector-I, Salt Lake City, Kolkata-700064, Phone Number: (033) 2337-0421; E-mail: tantujasarees@gmail.com

Section-I: Instructions to Bidders (ITB)

1: GENERAL

1.1. Scope of Bid

The West Bengal State Handloom Weavers' Cooperative Society Ltd. hereinafter referred to as '**Tender Inviting Authority**' issues these Bidding Documents for procurement of grey 26s and 30s (Ne) 100% cotton open end yarn in cone form for handloom weavers in the State of West Bengal as specified in Section II.

2: CONTENTS OF DOCUMENTS

2.1: Contents of Documents

The documents consist of the Sections indicated below:

Section I. Instructions to Bidders (ITB)

Section II. Schedule of Requirements

Section III. Bid submission Forms

3: PREPARATION OF BIDS

3.1. Credentials and Pre-qualifications of the Bidder

- a) The bidder should produce Letter of Authority from the manufacturer, if the Bidder happens to be a Supplier as authorized Agent/Bonafide dealers/ Authorized distributor/ Consortium.
- b) The responding Bidder should be registered under relevant statutes of India.
- c) Bidder or in case of any partnership firm, any one of the partners should not be insolvent, bankrupt or being wound up, their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and should not be the subject of legal proceedings.
- d) The bidder should have an annual turnover of at least Rs. 9,00,000/- (Rupees Nine Lakh Only) for the last 3(three) consecutive financial years.
- e) The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
- f) The bidder should have in its name valid 15 Digit Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017.
- g) The bidder should not have been blacklisted by any Central / State Government / Public Sector Undertaking. An undertaking in this regard should be submitted by the bidder; otherwise, the bid shall be summarily rejected.
- h) The intending Manufacturer / Authorized Distributor / Authorized Agent / Bona fide Supplier / Consortium shall possess a minimum of three (3) years' experience in the manufacturing and/or supply of yarn pertaining to the handloom and textile sectors.

3.2. Tender Pre-Requisites

- i) **EMD:** Necessary earnest money deposit of Rs. 90,000/- (Rupees Ninety Thousand Only) may be remitted online through e-procurement system as per Memo no. 3975-F(Y) dated: 28.07.2016 by selecting from either of the following payment modes:
- a) **Net banking** (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway. On selection of net banking as the payment mode, the bidder will be redirected to the webpage of ICICI Bank Payment Gateway (along with a string containing a Unique ID) from which the Bank through which the transaction is intended will have to be selected. The bidder will then receive a confirmation message confirming success of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account to the State Government maintained at the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the transaction fails, the bidder will have to try for payment again by going back to the first step.
- b) **RTGS/NEFT-** In case of offline payment through bank account in any bank: On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled Challan and the details required to process RTGS/NEFT transaction. The bidder will have to print the Challan and use the pre-filled information to make RTGS/NEFT payment using their Bank account. Once payment is made, the bidder will have to come back to the e-procurement portal after expiry of a reasonable time (T+2days) to enable the NEFT/RTGS process to complete, in order to confirm the payment and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the payment verification is unsuccessful, the amount will be returned to the bidder's account. The bidder will have to try again for payment by going back to the first step.
- c) **For RTGS/NEFT**, the bidders are requested to process the uploading of the bid document well in advance, and sufficiently prior to closing of the bid of the particular group to avoid the risk of transaction failure.
- d) **Refund of EMD:** After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be automatically refunded to the unsuccessful bidder(s) in the same route to the account from where the transaction was processed within a reasonable time.
- e) **Forfeiture of EMD:** If any bidder fails to supply to Tantuja at the quoted/accepted rate and quantity claimed/accepted or violates any other condition of the contract, their EMD may be forfeited.
- f) **Exemption of EMD:** An MSE textile manufacturing unit of the state of West Bengal, participating in the tender will be exempted from payment of any EMD. The bidder will be required to fulfill all of the eligibility criteria in respect of financial capacity as per the Turnover criteria prescribed for SSI/ MSME units under the Micro, Small and Medium Enterprises Development Act, 2006 read

with Gazette Notification No. 1532 dated 1st June, 2020 of the concerned Ministry of Govt. of India and Technical Capability comprising of production capacity and Experience/Credentials as detailed in this e-NIT. Bidders in this category shall have to submit both Technical and Financial Bid. In the technical evaluation stage, if any bidder under the MSE category is found to have falsified the documents supportive of its eligibility as an MSE unit, its bid will be summarily rejected, without opening Financial Bid.

- ii) The receipt of submission of EMD (Online) has to be uploaded in EMD folder.
- iii) Scanned original Trade License, PAN Card, valid 15 Digit Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017, Professional Tax paid Challan / Clearance certificate, EMD Exemption Certificate, if applicable.
- iv) In no case, Affidavit of any Statutory / non-statutory documents will be accepted.
- v) In case the Bidder is exempted from Goods and Services Tax under GST Act 2017 or if they enjoy the benefit of deferment, they must upload documentary evidence to that effect in non-statutory cover in place of Goods and Services Tax under GST Act 2017.
- vi) All Technical Forms duly filled in and signed and affixed with the seal of the bidder are to be documented on line.
- vii) The Notice Inviting Tender along with the addendum and corrigendum shall form part and parcel of the tender documents.
- viii) The '**Tender Inviting Authority**' may verify the credential and other documents of the lowest bidder with the original, if found necessary at any time. After verification, if it is found that such documents submitted by the bidder are not genuine, work order will not be issued in favour of the bidder under any circumstances and will follow the forfeiture of earnest money.

4. SUBMISSION OF BIDS

A. General process of submission

- i) For e-Filling, intending bidder may download the tender document from the website:
- ii) <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate.
- iii) Technical Bid and Financial Bid both shall be submitted online concurrently duly digitally signed in the Website [https:// wbtenders.gov.in](https://wbtenders.gov.in) as per time schedule.
- iv) The documents submitted by the bidders should be properly indexed and self-attested with seal.
- v) Bids are to be submitted through online in two folders - one in Technical Bid and the other is Financial Bid before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats). No hard copy of Bids will be accepted.

B. Technical Bid

The Technical Bid should contain signed and scanned copies of the following in two covers (folders).

a) Statutory Cover containing the following documents:

- i) Notice Inviting Tender (NIT)
- ii) Undertaking for not Barred / Delisted / Black Listed
- iii) Form TECH-1: Bid Submission Form
- iv) Form TECH-2: Bidder Information
- v) Form TECH-3: Performance Statement (for a period of last three years)

b) Cover containing Other Important Documents (Non-Statutory Cover)

- i) Documents regarding claim of exemption from depositing Earnest Money, if applicable.
- ii) Self-attested copy of Trade License certificate.
- iii) Authenticated copy of Partnership deed in case of Partnership Firm and Memorandum of Association & Articles of Association in case of Company.
- iv) Self-attested copy of valid 15 Digit Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017 related to sales.
- v) Self-attested copy of PAN Card of the Organization and / or Chief Executive Officer / Principal Officer of the Bidder.
- vi) Self-attested copy of documents regarding payment of Goods and Services Tax under GST Act 2017, Income Tax, Professional Tax, and Excise Duty (if applicable) of latest financial year.
- vii) Copy of Audited Balance Sheet for last 3 years, Copy of Bankers certificate and Annual Turnover for last 3 years.
- viii) Power of Attorney (For Partnership Firm/ Private Limited Company)
- ix) Registration Certificate under Company Act (if applicable)
- x) SSI registration certificate / UDYAM (if applicable)
- xi) Documents regarding Central Excise Duty (if applicable)
- xii) Documents pertaining to Pollution Clearance.
- xiii) Copy of Income Tax Return for Last 3 Years

Sl. No.	Category Name	Sub Category Description	Details
1	Certificates	Certificates	1. Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017. 2. PAN 3. IT Return of latest financial year 4. P. Tax (Challan)
2	Company Details	Company Details - I	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Society Registration Copy

			4. Power of attorney etc. 5. Registration Certificate under Company Act 6. SSI registration (if applicable)
3	Financial		1. Audited Balance Sheet for last 3 years 2. Annual Turnover and Bankers certificate
4	Additional Information		1. Documents regarding Central Excise Duty (if applicable)

c) Financial Bid

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the rate (final destination basis inclusive of all demands) online in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the specified documents, which must be virus-scanned and digitally signed by the bidder, are to be uploaded.
- iii) The bidder shall quote only in Indian Rupees.
- iv) Rate should be quoted in Rate/Kgs. inclusive of all incidental charges including delivery to the place as mentioned in NIT, loading, unloading, insurance, etc. if any.**
- v) Abnormally low rate quoted by the bidder in the offer with some mala fide intention will not be accepted, if detected.
- vi) Under no circumstances enhancement of rate whatsoever will be accepted after closing of online bid submission, whatever be the reasons given thereafter.
- vii) Hypothetical and conditional rate will not be entertained.

d) Deadline for Submission of Bids

- i) Bids must be submitted by the Bidder not later than the date and time set out in "Invitation of Bid."
- ii) In the event of delay / non-availability / garbled printout / inconvenience in getting access to the website for downloading tender documents, the Tender Inviting Authority will not be held responsible.

e) Bid Validity

- i) Bid shall remain valid for a period not less than one year from the last date of submission of Financial Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- ii) No escalation and/ or price adjustment will be allowed under any circumstances. The agreement signed with the successful bidder/s may be extended up to reasonable time on the same terms and conditions and by mutual consent between the bidder and the Tender Inviting Authority
- iii) Any addendum / corrigendum / extension of validity period will be notified at <https://wbenders.gov.in/nicgep/app> and in the website i.e. www.westbengalhandloom.org.

f) OPENING AND EVALUATION OF BIDS

i) Opening and evaluation of Technical Bid

- a) Technical bids will be opened by the Tender Committee on the scheduled date and time as mentioned in this notice. Intending bidders may remain present if they so desire.
- b) Cover (folder) statutory documents would be opened first and if found in order and correct, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory and / or non-statutory documents the bid will summarily be rejected.
- c) The decision of the Tender Committee constituted for this purpose will be final and binding on all concerned and no challenge against such decision will be entertained.
- d) Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Tender Committee.
- e) Uploading of summary list of technically qualified bidders.

NB: During evaluation, the Tender Inviting Authority may summon the bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their bids will be liable for rejection.

ii) Opening and evaluation of Financial Bid

- a) Financial proposals of bidders declared technically eligible by the Tender Committee will be opened electronically from the web portal on the prescribed date and time.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) The Bidder, whose Bid has been accepted, will be notified by the Tender Inviting Authority through acceptance letter / Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Agreement.
- d) The Agreement will incorporate all necessary documents e.g. NIT, all corrigendum, special terms and conditions, specification of works, different filled up forms, BOQ. and the same will be constituted between the Tender Inviting Authority and the successful Bidder.

5. AWARD OF CONTRACT

Execution of Agreement

- a) **L1 bidder will be awarded to supply the entire tendered quantity.** In case of failure of the L1 bidder to execute the contract, the Tender Inviting Authority reserves the right to make counter offer to the L2 bidder for supply of the tendered yarn at L1 rate, and in case the L2 bidder fails, to offer to the L3 bidder at L1 rate and so on.
- b) The Successful Bidder shall execute an agreement with the Tender Inviting Authority within fifteen (15) days from the date of issuance of the Letter of Contract.

- c) Prior to the expiration of the bid validity period, the Tender Inviting Authority will enter into an agreement with the Bidder whose bid has been determined to be substantially responsive and financially viable.

6. TERMS OF PAYMENT

- a) Any request for advance payment will not be entertained.
- b) Tax Invoice against is to be sent in TRIPLICATE and should invariably be submitted along with receipted Challan duly signed with office seal.
- c) Payment against satisfactory delivery may be released within 45 (forty-five) working days from the date of submission of bill on receipt of materials and duly inspected and tested from NABL accredited lab by a third party conforming strictly to the specifications laid down in the bid documents and as per approved sample.
- d) However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. In no circumstances, delivery schedule should be affected and/ or linked with the payment of outstanding bills. The payment of bills shall be withheld in case of violation of any tender terms and conditions.
- e) Considering the volume of supply, payment may be released in instalments.
- f) Income Tax, GST and other Taxes as applicable will be deducted.

7. Performance Security

- a. Within 07 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Value, valid up to 90 days after the date of completion of performance obligations. The Performance Security and EMD will not bear any interest.
- b. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser.

8. Confidentiality of Contract Information and Purchaser's Audit Rights

- a) The Supplier shall not disclose the Contract, or any of its provisions, specifications, plans, drawings, patterns, samples, or related information provided by or on behalf of the Purchaser, to any third party, without obtaining the Purchaser's prior written consent — except to personnel engaged by the Supplier for executing the Contract. Any such disclosure to employees shall be made on a confidential basis and limited strictly to what is necessary for Contract performance.

- b) 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.
- c) 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.
- d) The Supplier shall allow the Purchaser to inspect its accounts and records pertaining to the performance of the Contract, and shall permit such records to be audited by certified/chartered accountants appointed by the Purchaser.

9. Inspection and Tests:

- a) The inspection of the Goods shall be carried out to verify compliance with the technical specifications attached to the Contract. The Supplier shall only dispatch the Goods to the ultimate consignee after completing successful internal inspection and testing. Each shipment must be accompanied by the Supplier's internal inspection report, a test certificate from a laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or recognized by the Central/State Government, and the manufacturer's warranty certificate.
- b) In the event that the Goods fail to pass the pre-delivery inspection, the Supplier shall be granted a period not exceeding fifteen (15) days to rectify the defects and clear the acceptance test. If the Supplier fails to rectify the defects within this stipulated timeframe, the Purchaser reserves the absolute right to reject the material. The Supplier shall then replace the rejected material at no additional cost to the Purchaser.
- c) The acceptance test shall be conducted at the final destination by the Purchaser, its appointed consultant, or any other entity nominated at the Purchaser's sole discretion. No additional charges or fees shall be payable by the Purchaser for the conduct of these acceptance tests. The Supplier shall maintain detailed logs of all test results and must provide these logs, along with all necessary supporting documentation, to establish the successful completion of the specified tests to the entire satisfaction of the Purchaser.
- d) Formal approval for the supply and dispatch of the material shall be granted by the Purchaser only after the Goods have successfully cleared the pre-delivery inspection requirements.
- e) Upon completion of the delivery, a formal post-delivery inspection shall be conducted by the Purchaser. Any minor deviation from the required technical specifications that falls within the contractually defined acceptable range shall be subject to penalties as per the agreed terms of the Contract. Any deviation exceeding the acceptable range shall result in the outright rejection of the entire lot. The Supplier shall, at its own cost and expense, replace the rejected Goods within fifteen (15) days from the date of rejection notice.

10. Standards

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.

11. Packing

- a) Net weight of each cone should be 850-900 grams. These cones must be packed in paper cartons. Each finished carton must maintain a gross weight of approximately 50 kgs. upon delivery.
- b) 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.
- c) 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.

12. Progress of Supply

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

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

13. Delivery of Goods, Service and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser on day-to-day basis as per the delivery schedule. Delivery date will be considered the date on which the delivery of yarn is made at the receiving end on day-to-day basis. Haphazard

delivery not adhering to the daily schedule will not be accepted. A copy of test report of yarn quality from a laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or recognized by a Central/State Government should be produced with the dispatch documents on delivery of every lot.

14. Delivery and Documents:

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email full details of the shipment including contract number, 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:

- a) Four copies of the Supplier's invoice showing contract number, goods' description, quantity, unit price, total amount;
- b) Acknowledgment of goods from the consignee(s);
- c) Four copies of packing list identifying the contents of each item;
- d) Insurance Certificate;
- e) Manufacturer's/Supplier's warranty certificate;
- f) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report
- g) 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.

15. 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.

16. Transportation

Where the Supplier is required under the Contract to transport the goods to a specified place of destination within West Bengal, defined as delivery site, transport to such place of destination in West Bengal including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be borne by the Supplier. Transportation to be up to the receiving points of Tantuja godown at Basirhat Paikpara VILL + PO –Paikpara DIST- North 24 Parganas.

17. Warranty

- a) The Supplier warrants that the Goods supplied under this Contract are new and unused (100% Virgin Cotton Open End Yarn). The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from 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 place of final destination. Suppliers warranty will be valid for at least 06 (six) months.
- b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty 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.
- c) The Purchaser may ask supplier to re-supply the entire lot of defected goods at the sole cost of the supplier when the yarn has been distributed to the weavers. Such re-supply should be completed within 15 days.
- d) If the Supplier, having been notified, fails to remedy the defect(s) within 15 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.

18. Prices

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

19. Change Orders:

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.

20. Contract Amendments:

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

21. 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.

22. Subcontracts:

No Sub-contracting shall be allowed.

23. Delays in the Supplier's Performance

- a) 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.
- b) 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.
- c) A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.

24. Liquidated Damages

If the Supplier fails to deliver any or all of the yarn items 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.

25. Termination

- i) 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) If the supplier has abandoned or repudiated the Contract;
 - d) If the supplier fails to commence supply promptly without valid reason;

- e) If the supplier 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.
- ii) 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.

26. 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.

27. Termination for Convenience

- a) 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.
- b) The goods that are complete and ready for shipment within 15 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:
 - i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) 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.

28. Settlement of Disputes

- a) 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.
- b) 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.
- c) 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 Calcutta High Court,

W.B. only. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

- d) Arbitration proceedings shall be conducted in accordance with the rules of procedure, specified in the SCC.
- e) Notwithstanding any reference to arbitration herein,
- i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
- ii) At any time, the supplier aggrieved by any order passed by the purchaser, should file their grievances with the purchaser within 15 days from the date of the order passed, no grievance will be accepted after the due period.

29. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement, the following shall apply:

- 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.

30. 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.

31. Applicable Law

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

32. Notices

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.

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

33. Taxes

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

34. Debarment/Black listing

The Managing Director, West Bengal State Handloom Weavers' Cooperative Society Ltd. reserves the right to blacklist or debar any bidder/supplier for any act of omission, commission, or fraud committed during the bidding process or contract execution. However, the Managing Director is obligated to provide the concerned bidder/supplier an opportunity to be heard before passing any debarment order. Any such action shall be without prejudice to any other rights, remedies, or legal actions available to the Society under the terms and conditions of this tender.

35. Address for Notices:

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

Purchaser: Tantuja Bhavan, Block-DD, Plot-18/4, Sector-I, **Salt Lake** City, Kolkata-700064

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

36. Supplier Integrity

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

37. Supplier's Obligations

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

38. Rights Of Tender Inviting Authority

The Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd. reserves the following rights:

- a) To accept / reject the offers received and / or to call for any additional information / clarification, or modify / cancel the bidding process, if so required, without assigning any reasons whatsoever.

- b) To cancel / terminate the agreement any time without assigning any reason or failing to supply yarns within stipulated time or non-compliance of quality by the supplier or any reason as deemed fit.
- c) Not to bind itself to accept the lowest rate and reserves the full right to negotiate with the L1 bidder in order to achieve the best compatible and commercially viable rate.
- d) To reject any or all or part of tender without assigning any reason thereof and it will not under any obligations / circumstances, give any clarification to the agencies whose bids are rejected / not selected.

39. Patent Rights

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

40. PENAL MEASURE

- a) The earnest money deposit [EMD] furnished by a bidder will be liable to be forfeited, if the bidder withdraws tender at any stage during the tenure of tender or fails / refuses to enter into written agreement once the rate for any / all items(s) is / are accepted within the time specified when requested to do so by the Tender Inviting Authority and / or refuses to deposit security money. Such bidders will also be liable to be blacklisted for 3 (three) years.
- b) The security money deposit furnished by a bidder is liable to be forfeited along with cancellation of work order / agreement without prejudice in the event of failure / refusal to maintain the delivery schedule and/or non-observance of terms and conditions of tender and / or contracted specification and/or quality / quantity.
- c) Submission of false or fabricated documents by any bidder for participating in the tender, if proved later on, shall render the bidder liable to be blacklisted for 3 (three) years.

41. Force Majeure

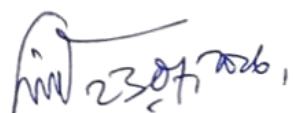
- a) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes 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.

- c) 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.

42. Other Terms and Conditions

- a) The intending Manufacturers/Authorized Distributor/Authorized Agent/Bonafide Supplier/ Consortium should have at least 3 years of experience in manufacturing and or supply of 100% cotton yarn in handloom & textile areas. Relevant documents i.e. Work Order, Date of Establishment; Completion Certificate, etc. should be furnished in Technical Bid.
- b) Conditional tenders and tenders not accompanied with the documents as mentioned above shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
- c) No negotiation/enquiry/subsequent representation regarding rate/quantity/quality or otherwise will be entertained after closing of online submission of bid.
- d) When a bidder submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, terms and conditions of this tender. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point.
- e) All notice intended to be served on the bidder will be deemed to have been duly served, if sent under certificate of posting or Speed post or e-mail to the address mentioned in the tender or by any other process permissible under civil law.
- f) All instructions given either in the tender notice, tender and / order form is binding on the bidder and are part of terms and conditions.
- g) Quoted rate will be inclusive of entire cost of manufacturing open end yarn and all other expenses, ex-factory, as the case may be, but excluding GST as per BOQ of e-tender.
- h) The West Bengal State Handloom Weavers' Cooperative Society Ltd (Tantuja) reserves the right to seek clarification before accepting any offer/tender.
- i) The work specified under this tender notice may increase or decrease up to 25%, as per discretion of tender inviting authority


Managing Director, Tantuja

Section-II: Schedule of Requirements

Sl. No.	Type of Yarn	Count (Ne)	Hank/Cone Form	Grey (Undyed)/ Dyed	Required Quantity (kg)	CSP
1.	100 % Cotton Open End Yarn	26 ^s	Cone	GREY	4200	>1450
2.	100 % Cotton Open End Yarn	30 ^s	Cone	GREY	8340	>1450

❖ **ESTIMATED VALUE OF THE TENDERED WORK IS RS. 30,00,000/- [Approx.]**

Place of Delivery:

Basirhat Paikpara, Vill+Po - Paikpara, Dist- North 24 Pargana

UNDERTAKING

FOR NOT BARRED/DELISTED/BLACK LISTED

Tender Reference No.

To,

The Managing Director

The West Bengal State Handloom Weavers' Cooperative Society Ltd. Address:

TANTUJA BHAWAN, 18/4 Block-DD, Sector-I, Salt Lake City, Kolkata-700064

I / We, M/S.....

(Address).....

do hereby submit undertakings

1. That we have not been Barred / Delisted / Blacklisted by Union or State Governments/ Any Government Undertakings of this Country during the last three years for supply of the materials included in the Tender as referred above.
2. That we shall be responsible if any falsification is found in this statement during the course of the supply by us, related to this Tender and the Purchaser will have the right to withdraw the supply Order and /or cancel the agreement of the said materials.
3. That we shall intimate immediately if we are Barred / Delisted / Blacklisted within the period of supply of the said materials and the Purchaser will have the right to withdraw the supply order and /or cancel the Agreements.

Authorized Seal and Signatory

Section III. Bid submission Forms

Form TECH-1: Technical Bid Submission Form

(To be furnished in the Company's Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

[Location,
Date]

To,
The Managing Director
The West Bengal State Handloom Weavers' Cooperative Society Ltd.
TANTUJA BHAWAN, 18/4 Block-DD, Sector-I, Salt Lake City, Kolkata-700064

Sub: SUPPLY OF GREY 26^S AND 30^S (NE) 100% COTTON OPEN END YARN IN CONE FORM FOR HANDLOOM SECTOR.

Ref: NIT No. =====

Dear Sir:

1. With reference to your NIT under reference, I am / we are submitting our Proposal, which includes this Technical Bid and a Financial Bid for the items tendered for as per your specification, terms and conditions.
2. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions laid down in the NIT, the particulars available therein, and the details given in the specification/description. In default thereof, I/We agree to forfeit and pay to the Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd. or their successor in office, the penalties/sums of money that may be imposed, along with the Earnest Money deposited herewith or any other money deposited by me/us or from the bills payable to me/us for the supplies to be made.
3. I / We also agree that the decision of the Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd. in all matters in respect of this tender will be final and binding on me / us subject to the modifications resulting from Contract negotiations.
4. I / We also agree to execute on being called upon to enter into a formal agreement embodying the terms and conditions contained herein and / or on usual terms and conditions and on default on my / our doing so, the Earnest Money deposited by me / us will be liable to be forfeited.
5. I / We hereby declare that all the information and statements made in this bid are true and that any misinterpretation contained in it may lead to our disqualification.
6. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Information of Bidder

Sl. No	Item	Description
1	Name of the Bidder	Attach scanned copy of relevant certificate of incorporation / registration in Non- Statutory Cover.
2	Address of the Bidders 1. Head Office 2. Branch Office	
3	E- mail address	
4	Telephone No. (S)	
5	Fax No.	
6	Type of Firm (Public Ltd Co. / Private Ltd. Co. / Partnership Firm / Authorized Distributor / Authorized Dealer	Attach scanned copy of relevant document in Non- Statutory Cover.
7	Trade License	Attach scanned copy Valid Trade License in Non- Statutory Cover.
8	P. Tax Registration	Attach scanned copy of P. Tax Registration and deposit receipt Challan for the year 2025-2026 in Non-Statutory Cover.
9	Permanent Account No. (PAN)	Attach scanned copy of PAN in Non-Statutory Cover.
10	Income Tax	Attach scanned copy of Income Tax returns for 3 financial years in Non-Statutory Cover.
11	Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017	Attach scanned copy of Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017 in Non-Statutory Cover.
12	Financial Strength	Attach scanned copy of Audit report from CA for last 3 financial years in Non-Statutory Cover.

Signature and Seal of the Bidder

Form TECH-3: Performance Statement

PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST THREE YEARS)

NIT No.

Date of opening:

Name of the Bidder:

Order placed by (Full Address of Purchaser)	Order No. and Date*	Work Description and quantity of Yarn Supplied	Value of order	Date of completion of Work Order		Remarks, if any
				As per contract / Supply order	Actual	

*The bidder may be required to produce copy of Work Order and / or Payment Certificate, if required afterwards.

Signature and seal of the Bidder

ANNEXURE-A
REQUIREMENT & TECHNICAL SPECIFICATIONS OF YARN

Sl. No.	Type of Yarn	Count (Ne) (Tolerance $\pm 3\%$)	Count CV%	Hank/Cone Form	Grey (Undyed)/ Dyed	Required Quantity (kg)	CSP
1.	100 % Cotton Open End Yarn	26 ^s	Max 1.5%	Cone	Grey (Undyed)	4200	>1450
2.	100 % Cotton Open End Yarn	30 ^s	Max 1.5%	Cone	Grey (Undyed)	8340	>1450

Other Quality Parameters:

The evenness, Imperfection Index (IPI), Twist Per Inch (TPI), and Hairiness of the supplied yarn shall conform to Uster Statistics (latest edition) benchmark for 26^s and 30^s (Ne) 100 % Cotton Open End Yarn so as to ensure trouble-free performance on the loom.