

**BISWA BANGLA MARKETING CORPORATION LIMITED**  
Karigari Bhawan, Room No 009, Ground Floor, Plot No B/7, Action Area – III,  
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Email – [info@biswabangla.in](mailto:info@biswabangla.in); CIN – U52100WB2014SGC204751

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BBMC/ADMIN/2023-2024/SB/002

Date: 7 November 2023

**TENDER NOTICE**

**N.I.T. No. BBMC/SCH-BAG/2023-24/NIT02(e)**

**NOTICE INVITING E-TENDERS/ BIDDING DOCUMENTS TO ASCERTAIN THE RATE OF SCHOOL BAGS FOR PROCUREMENT OF APPROXIMATELY 17,68,102 UNITS OF SCHOOL BAGS FOR STUDENTS STUDYING IN THE STATE OF WEST BENGAL**

## **SECTION – I**

1. Biswa Bangla Marketing Corporation Limited (BBMCL), having its registered office at Karigari Bhawan, Room No 009, Ground Floor, Plot No B/7, Action Area III, New Town, Rajarhat needs to ascertain **the rate for school bags** to procure approximately 17,68,102 units of school bag for students studying in schools under the control of School Education Department, Government of West Bengal. The school bags to be procured will be in sizes as specified by School Education Department, Government of West Bengal.
2. In terms thereof, BBMCL hereby invites Bids through e-tendering from eligible and qualified **bag manufacturers** to ascertain the **rate per unit** of school Bag for procurement of 17,68,102 units of school bags to be delivered at different locations across the State. The tender will comprise of the Technical Bid and the Financial Bid. Bidders shall submit the Technical Bid through ‘e-tendering’ and the Financial Bid in the form of the Bill of Quantities (BOQ) given in the e-tendering portal.
  - a) The bidder must be a Bag Manufacturing Company/Entity, limited by shares (Private or Public), proprietorship firm/partnership firm/partnership firm (LLP) registered under the appropriate laws of India.
  - b) It may be noted that the state government will provide a price preference of 15% to MSE (Micro and Small Enterprises) units as provided for in Finance Department (FD) Notification No. 6142-F(y) dated 10.10.2017 read with FD Notification no.10500-F dated 19.11.2004, as may be amended from time to time. The MSE units functioning within West Bengal will be given priority within the aforesaid price-preference. MSE units of West Bengal shall be offered upto 50% of the total supply order if they match the L1 rate discovered during the tender process.
  - c) The Price preference clause implies that if an MSE unit has quoted upto 15% higher than the L1 rate, then that MSE unit can be considered preferentially for placement of orders provided the unit agrees to supply at the L1 rate.
  - d) If and once a bidder avails of reservation under MSE Category (as per clause 2(b) above), it shall not be eligible for availing reservation under Promotional Category (as per clause 5 below), and vice versa.
3. Bidders shall have to meet the minimum eligibility criteria in respect of **Financial Capacity** as well as **Technical Capability** including Experience and Credentials. The eligibility of a Bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria. If any document submitted by a Bidder is found at any stage to be manufactured or false or untrue in any material respect, the bid of the Bidder will be rejected outright without any prejudice to any right of tender inviting authority including forfeiting the EMD/Bid Security or invoking the Performance Security.
4. The required technical and financial parameters shall be as follows.
  - a) The bidder must be a School Bag Manufacturing Company/Entity limited by shares (Private or Public), proprietorship firm/partnership firm/partnership firm (LLP) registered under the appropriate laws of India. Consortium of manufacturing units with proper valid agreement shall also be eligible. The consortium

agreement shall be as per the format provided in Annexure – II.

- b) **Annual Turnover in any of the last five (5) financial years: Rs. 25 Lakh**
  - c) Production capacity of at least **0.50 Lakh** units of School Bag per annum **as on the date of application**
  - d) Credential of supply to the tune of at least **0.10 Lakh** units of School Bag to any Government/Semi-Government/reputed private entity in any of the last five (5) Financial Years. Completion Certificate/ Self Declaration or Undertaking by an Authorised Person on the organisation's letterhead stating quantity and value of similar school bag supplied by the Bidder in any of the last five (5) Financial Years.
- 5 a) The micro and small school bag manufacturing units of West Bengal having proper set-up for manufacturing school bags, as specified, **shall be awarded upto 20% of the total quantity as PROMOTIONAL ORDER.**
- b) No minimum turnover credential and/or supply credential shall be mandatory for such units.
  - c) Such units desirous of obtaining promotional orders must compulsorily submit online application **after the L1 rate is finalised.**
  - d) The methodology of submitting online application as per point (c) above shall be intimated through appropriate advertisement once the L1 rate is fixed. During submission of application, the applying units shall have to submit the required details as appended in ANNEXURE III.
  - e) ANNEXURE III is only for the units applying to have promotional order (after the L1 rate is finalised). The participating bidders in the instant e-tender process are not required to submit the same.
  - f) The Departmental Tender Committee shall have the absolute right to award such promotional orders to such applying units only if they agree to supply at the L1 rate discovered in the eTenders. The willing units shall have to submit an affidavit in this regard stating that they agree to supply the school bags as per the approved specification at the L1 rate.
  - g) The Competent Authority shall have the right to make on-site inspection of such manufacturing units (interested in availing of the Promotional Orders) to verify the status of their plant and machineries, production capacity and production quality to the satisfaction of the Authority. The quantity to be awarded shall be solely dependent on production capacity and production quality as per the specification.
  - h) If the eligible units for promotional order together fail to supply the entire quantity reserved for promotional order, the shortfall of the promotional order quantity may be allocated to the L1 bidder and successively to L2, L3, L4 and so on bidders at L1 rate. The decision of the competent authority shall be final and binding.
  - i) The eligible units awarded with supply order shall have to execute the complete supply within 60 days from the date of issue of orders.

6. **Earnest Money/Bid Security shall be Rs. 5.00 lakh** deposited online by net banking through ICICI Bank payment Gateway. Bidder shall upload scanned copy towards proof for depositing the earnest money. EMD has to be submitted in terms of circular 3975, dated: 28.07.2016 of Finance Department, Government of West Bengal. The Earnest money/Bid security for registered SSI Units of the state of West Bengal shall be guided by para 47A(1) of Memo no. 10500-F dated: 19.11.2004, issued by the Finance Department (Audit Branch), Government of West Bengal.
7. The Selected Bidder/s in respect of awarded quantity of school bags shall have to complete supply of entire allocated quantity of school Bags at such locations, manner and tranches as specified in the General Conditions of Contract (GCC), upon the issue of the Award/Work Order. Such supply is to be made (unless otherwise directed) at specified locations at approx. 1000 Circle Level Resource Centers (CLRCs) in 341 Blocks and 129 Municipal Bodies all over the State of West Bengal. **AWARDED SUPPLY HAS TO BE COMPULSORILY COMPLETED WITHIN 60 DAYS FROM THE DATE OF ISSUE OF PURCHASE ORDER.**
8. The Technical Bid and Financial Bid duly digitally signed will have to be submitted simultaneously by uploading the same in the website <https://wbtenders.gov.in> in the prescribed manner. Technical Bid and Financial Bid must be submitted within the date and time stated in the NIT.
9. All documents submitted by Bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid(s), in respect of **number of school bags** for which a Bidder intends to submit its bids, duly digitally signed are to be submitted in the respective folders viz., technical (statutory & non- statutory) folder and financial folder simultaneously on the website <https://wbtenders.gov.in>
10. Financial Bid will be considered if and only if the Technical Bid (both statutory and non-statutory) of a Bidder is found qualified by the Tender Evaluation Committee formed by Department of MSME and Textiles, Government of West Bengal. The decision of the Tender Evaluation Committee will be final and absolute in this respect. The list of responsive/non-responsive technically qualified Bidders will be uploaded in the website on the scheduled date and time, unless otherwise changed.
11. Upon opening of the Financial Bids, the Bidder submitting the lowest rate (L1 bidder/ lowest bidder) will be determined. The rate offered by the L1 bidder will hereinafter be referred to as the L1 rate. Bidders willing to execute the supply at the L1 rate will be issued orders as per the following approach.
  - 30% of the total quantity will be allotted to the L1 Bidder at the L1 rate.
  - Then the MSE school bag manufacturing unit [within the 15% price preference and willing to execute at the L1 rate] whose rate is immediate closest to the L1 rate shall be considered as 'immediate second lowest bidder' and shall be awarded 20% of the total quantity.
  - Thereafter the MSE school bag manufacturing unit [within the 15% price preference and willing to execute at the L1 rate] whose rate is next immediate closest to the L1 rate shall be considered as the 'immediate third lowest bidder' and shall be awarded 15% of the total quantity.

- Thereafter the remaining quantity shall be divided equally among the remaining MSE school bag manufacturing units [within the 15% price preference and willing to execute at the L1 rate] subject to maximum of 10% of the total quantity for a single bidder subject to their production capacity.
- In case there are more than one L1 bidders, the quantity earmarked for the L1 bidder should be equally divided among the L1 bidders.
- After observing the above procedure, if some quantity still remains assigned , the same be offered to the L1 and then successively to L2, L3, L4 and so on bidders at L1 rate.

[ibid: If L2 bidder is not willing to supply matching the L1 rate then the L3 bidder shall be considered as immediate second lowest bidder and so on...]

12. Financial Bids to be quoted in the Bill of Quantity in respect of rate per unit of school bags quoted by the Bidder. The Bidders shall compulsorily quote for minimum 30% of the tendered quantity.
13. The rates quoted by the Bidder shall be deemed to include cost of packing of each school bag with cost of carrying and delivering to such locations in such batches as per the delivery programme to be fixed from time to time. The rate quoted shall be inclusive of applicable GST. Apart from the rates in the Financial Bid, nothing extra or additional, shall be payable.
14. A Bidder must supply at free of cost to the order issuing authority, 2 (two) school bags and three pieces of ½ sq. m of PVC coated fabric as sample within the prescribed date and time stated in Sl. 16 of this NIEt. The sample bags and three pieces of ½ sq. m of PVC coated fabric will be tested by Government/ BIS-approved NABL-accredited Laboratory against the specifications mentioned in (Schedule of Requirements) of this Bid Document. In the event, the sample of school bags does not match such specifications, the Bidder will be disqualified, and its Financial Bid will not be considered.
15. Bids are to remain valid for a period not less than **12 months** and may be extended thereafter for a maximum period of 3 months after the last date for bid submission as specified in this NIEt. Bids valid for a shorter period shall be rejected as non-responsive.

The quantity of bags required may increase or decrease by upto **25%** of the total quantity mentioned herein according to changes in requirement.

16. Important information date and time schedule:

| Sl. No. | Particulars                                | Date and Time          |
|---------|--|------------------------|
| 1.      | Publication of e-NIT (Bidding Documents)   | 07.11.2023 at 11.00 AM |
| 2.      | Pre-Bid Meeting                            | 10.11.2023 at 03.00 PM |
| 3.      | Start date and time of uploading Bids      | 07.11.2023 at 12.00 PM |
| 4.      | Last date and time of submitting samples   | 28.11.2023 at 10.00 AM |
| 5.      | Last date and time of uploading Bids       | 28.11.2023 at 11.00 AM |
| 6.      | Date and time of opening of Technical Bids | 28.11.2023 at 12.00 PM |

|     |  |                              |
|-----|--|------------------------------|
| 7.  | Start of Technical Bid Assessment                        | 28.11.2023                   |
| 8.  | Uploading list of responsive/non-responsive Bidders.     | To be notified subsequently  |
| 9.  | Financial Bid Opening                                    | To be notified subsequently  |
| 10. | Award of Contract  | To be notified subsequently  |
| 11. | Deposit of Performance Security and Signing of Agreement | To be notified subsequently  |
| 13  | Link for pre-bid meeting                                 | meet.google.com/qsn-hocm-ffg |

17. In the event, any of the specified dates as above being declared a holiday the event of the specified date will be taken up on the next working day at the same time. Authority however reserves its right to change any of the aforesaid date for any reason by uploading revised dates in the e-tender website.
18. All standards, technical specifications and codes of practice referred to shall be to the latest & updated Indian editions of the same, including all amendments and revisions there to.
19. BBMCL with the approval of the Departmental Tender Committee of the Department of MSME and Textiles, Government of West Bengal reserves the right to reject any or all Bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any Bidder forbidding.
20. The EMD/Bid Security of successful Bidders will be returned without any interest, on signing of contract in respect of such awarded quantity as determined by the authority on submission of Performance Security by the Selected Bidder.

In respect of bidders in Unreserved Category not meeting technical criteria the refund of the EMD shall happen immediately within T+2 days of hosting of technical assessment results in the e-Tender website following stipulations of FD Notification No. 3975-f(y) dated 28.07.2016.

EMD shall be returned to all the unsuccessful applicants post determination of award of the supply quantity.

21. In addition to the above, Bidders are advised to note carefully the instructions contained in the bid document before submitting bid.
22. Conditional/incomplete bids will not be accepted under any circumstances.
23. The Bidders shall have to comply with all relevant laws, regulations, practices and procedures of the Government of West Bengal in connection with tenders.
24. During tender evaluation or even during delivery as per order, if any record submitted by any Bidder is found to be incorrect, manufactured, fabricated, untrue or false the bid of such Bidder will be rejected and if Order has already been awarded, the Order will be cancelled, without any prejudice to any rights of Biswa Bangla Marketing Corporation Limited (BBMCL). In that case the Bid Security/EMD will be forfeited.
25. BBMCL reserves the right to cancel the bidding process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At anytime prior to

the deadline for submission of Bids and in case of extension of deadline for the submission of Bids up to bid opening, bid inviting authority may amend the Bidding Documents by issuing addenda/corrigenda.

**26. The EMD/ Bid Security will be forfeited in the following events: -**

- (a) If a Bidder withdraws bid during the period of bid validity specified by the Bidder.
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice.
  - (c) If it is found that any record submitted by any Bidder is incorrect, manufactured or fabricated, false and/or untrue.
  - (d) If the Bidder is declared disqualified on account of fraudulent/corrupt practices.
  - (e) If the selected Bidder fails to:
    - i) Sign the Contract in accordance with the term so bid document
    - ii) Furnish a Performance Security.
    - iii) If the Bidder is otherwise in breach of the terms of the Bidding Documents.
- 27.** Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a Bidder company of which he is an Authorised representative, such person shall, while uploading any bid for and on behalf of the Bidder company of which he is an Authorised representative, shall upload a copy of the Power of Attorney authorizing him to act on behalf of the Bidder.
- 28.** Bidders must submit all records, data and documents on which they wish to bank in support of their Technical Bid. Bidders will not be allowed to supplement data and documents submitted online, with additional data and documents during tender evaluation, except for those documents especially sought for by BBMCL / Departmental Tender Committee.
- 29.** Advance samples will be asked for from the awardees at post contract stage or samples will be taken any number of times, at the discretion of authority, from delivered materials for checking as to whether those conform to the specifications given. Sample school bags taken will be tested by Government/ BIS-approved NABL-accredited Laboratory on behalf of BBMCL against the specification mentioned. The Testing charges to be borne by the awardees. In the event, school bag do not match the specification mentioned the contract will be terminated with immediate effect along with forfeit of performance security.
- 30.** Payment for the supply of the awarded quantity of school bags shall be made only when BBMCL receives the same from its buyer/Government of West Bengal.
- 31.** During the supply process if any consignment is rejected by the buyer/School Education Department, Government of West Bengal either in part or full, at any point in time, on quality/other grounds, the entire consignment shall be cancelled and BBMCL shall not be liable for payment of any compensation. No further claim can be entertained in this regard.

## SECTION – II

### INSTRUCTIONS TO BIDDERS (ITB)

1. Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system, on <https://wbtenders.gov.in> Digital Signature Certificate (DSC)
2. Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://wbtenders.gov.in>. DSC is given as a USB e-token. The Bidder can search and download the e-NIT and Tender Documents electronically once it logs on to the website mentioned in Sl. No. 4 of the e-NIT. This is the only mode of collection of Bidding Documents.
3. The Bidders are also advised to upload relevant documents such as certificates and other required details etc. well in advance under the “My Documents” Tab at <https://wbtenders.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free upload of bid documents. There is no upper limit on the size of the file to be uploaded. However, the speed of upload is dependent on the memory available in the client’s system as well as the network bandwidth used. In order to reduce the file size, Bidders are advised to scan the documents in 75-100 DPI so that the optimal clarity is maintained.
4. BBMCL will not be responsible for any delay, or the difficulties faced during the submission of Bids online by the Bidders due to local connectivity or other issues.
5. Bidders, suppliers, contractors under contracts with BBMCL and/or the Govt. of West Bengal, are required to observe the highest standard of ethics during procurement and execution of such contracts.
  - (a) BBMCL shall reject a proposal to award a contract if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and
  - (b) BBMCL shall sanction a bidder/party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of this office if it at any time it is found that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract of BBMCL.
  - (c) BBMCL shall cancel or terminate a contract if it is found that a bidder/party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the awarded contract.
6. **Bidder shall have to furnish the following documents:**
  - (a) Copy of proof of electronic fund transfer towards EMD/Bid Security submitted in terms of Circular No. 3975 dated 28/07/2016 of Finance Department, Government of West Bengal.



- (b) Copy of Certificate of Incorporation and Memorandum of Articles of Association in case of Private / Public Ltd. Company or copy of partnership deed in case of Partnership firm or copy of Certificate of Incorporation and partnership deed in case of LLP/copy of proof of Proprietorship Firm. Copy of SSI registration certificate/MSME Registration/Udyog Aadhar in case of small manufacturing entities.
- (c) Copy of valid License under the Factories Act in case of manufacturers.
- (d) Copy of PAN Card.
- (e) Copy of GST Registration Certificate.
- (f) Copy of Trade Licence
- (g) Copy of Small Scale Industries Registration Certificate in case of SSI Unit only.
- (h) Copy of Income Tax Returns for the last 3 (three) financial years (2022-23, 2021-22, 2020-21).
- (i) Copy of GST Return for last 3 (three) financial years (2022-23, 2021-22, 2020-21).
- (j) Audited Balance Sheet for the last 3 (three) financial years (2022-23, 2021-22, 2020-21).
- (k) Annual Turnover during last 5 (five) financial years with CA certified statement which is to include the registration No. of the CA with UDIN. (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).
- (l) Completion Certificate stating quantity and value of similar school bag supplied by the Bidder in any of the last three 3 Financial Years (2020-21, 2021-22, 2022-23).
- (m) Certificate of a competent Chartered Accountant/ Engineer regarding Production Capacity per annum.
- (n) Statement of credential regarding bulk supply sale with CA certified statement which is to include the registration No. of the CA with UDIN.
- (o) Notarized Power of Attorney in favour of signatory of bid and accompanying documents.
- (p) Declaration by way of affidavit duly notarized that the Bidder has not been barred by the Government of India (GOI) or Govt. of West Bengal for participation and the same subsists on the day of submission of the bid.
- (q) Undertaking that the rate shall remain valid for a period of **12 months or any extension thereof made by authority.**
- (r) Declaration by way of affidavit duly notarized by the Bidder that the sample and subsequent delivery of the school bag shall be as per the specifications laid down in Schedule of Requirements and undertaking to obtain certificate from NABL Accredited Laboratory with regard to the quality of the school bag supplied being as per the specifications during the tenure of the Contract.
- (s) Declaration by way of affidavit by the bag manufacturer mentioning the complete location, address of the manufacturing unit. Also the average production of the said unit has to be compulsorily specified in the said affidavit.

## **7. Points regarding Specifications**

The Bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein may not be construed as defining a particular manufacturer's product.

The specifications are the minimum requirements for the products. The products offered must meet or exceed requirements mentioned in the technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the school bag industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable and shall be rejected.

The Bidder is expected to note and comply with all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

#### **8. Clarification of Bidding Documents, Pre-Bid Meeting**

A prospective Bidder requiring any clarification of the Bidding Documents shall communicate BBMCL in writing. The responses to bidders' queries shall be uploaded in the tender website. Should BBMCL deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so with the approval of tender committee of MSME & Textiles Department, Government of West Bengal.

Pre-bid meeting may be held online. The Bidder is requested to submit any questions in writing to reach this office at least 3 hours before the meeting. Questions/Issue raised verbally may not be possible to be addressed by the bid inviting authority.

Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, may be uploaded in the e- tender portal. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by bid inviting authority exclusively through the issue of an addendum/ corrigendum.

Non-participation at the pre-bid meeting will not be a cause for disqualification of a Bidder.

At any time prior to the deadline for submission of Bids and in case of the extension of deadline for the submission of Bids up to bid opening, BBMCL may amend the Bidding Documents by issuing addenda/corrigenda.

#### **9. Submission of Bid**

Bids are to be submitted online in two folders at a time, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time with Digital Signature Certificate (DSC). The documents are to be uploaded, scanned for viruses and duly signed digitally so that the documents will get encrypted (transformed into non readable formats).

In addition, the Bidders shall submit 2(two) sample copies of school bags and three pieces of ½ sq. m of PVC coated fabric at the designated box publicly displayed outside the office of BBMC.

Complete Bids (including Technical and Financial) must be uploaded in the e-tender website i.e. <https://wbtenders.gov.in> not later than the date as mentioned in the-NIT notice.

## **10. Bid Opening**

The Technical Bid will be opened online by the authority. The authority receiving tenders, or its authorized representative shall decrypt all Technical Bids submitted by the Bidders. The date and time for online opening of Financial Bid will be as specified in e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening.

BBMCL shall prepare a record of the opening of Technical Bids. A copy of the record shall be uploaded on the website <https://wbtenders.gov.in>

At the end of the evaluation of the Technical Bids, BBMCL will upload on the website <https://wbtenders.gov.in> the name of the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being technically qualified for opening of price bid, for further evaluation.

BBMCL shall there after conduct the opening of the Financial Bid of all Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified. All folders containing Financial Bids shall be opened one at a time and the follow in recorded:

- (a) The name of the Bidder;
- (b) The Financial Bid
- (c) Any other details as may be considered appropriate.

Only Financial Bids recorded during the opening of Financial Bids shall be considered for evaluation. No bid shall be rejected at the time of opening of Financial Bids except the Financial Bid is not in accordance with the Bidding Documents.

## **11. Confidentiality**

Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on award of contract is communicated to all Bidders.

Any attempt by a Bidder to influence the Corporation in the evaluation of the Bids or contract award decisions may result in the rejection of its bid.

## **12. Clarification of Bids**

To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the evaluating committee may, at its discretion, ask any Bidder for a clarification of its bid. Request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or, prices in the Financial Bid shall be sought, offered, or permitted. If a Bidder does not provide clarifications of its bid by the date and time set in request for clarification, its bid may be rejected.

**13.** The Bidders who meet the qualifying criteria shall be treated equally and all the technically qualified Bidders shall be at par while considering their Financial Bid.

**14.** The Bid evaluating Committee shall consider the Financial Bid of the Bidder in respect of the tender quantity for which the tender has been invited and the rate per unit of school bag. No other evaluation criteria or methodologies shall be permitted.

15. BBMCL with the approval of Departmental Tender Committee, reserves the right to accept or reject any bid, and/ or to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**16. Award Criteria**

Upon opening of the Financial Bids, the Bidder submitting the lowest rate (L1 bidder/ lowest bidder) will be determined. Bidders willing to execute the supply at the L1 rate will be issued orders as per the following approach.

30% of the total quantity will be allotted to the L1 Bidder at the L1 rate.

Then the MSE school bag manufacturing unit [within the 15% price preference and willing to execute at the L1 rate] whose rate is immediate closest to the L1 rate shall be considered as 'immediate second lowest bidder' and shall be awarded 20% of the total quantity.

Thereafter the MSE school bag manufacturing unit [within the 15% price preference and willing to execute at the L1 rate] whose rate is next immediate closest to the L1 rate shall be considered as the 'immediate third lowest bidder' and shall be awarded 15% of the total quantity.

Thereafter the remaining quantity shall be divided equally among the remaining MSE school bag manufacturing units [within the 15% price preference and willing to execute at the L1 rate] subject to maximum of 10% of the total quantity for a single bidder subject to their production capacity.

In case there are more than one L1 bidders, the quantity earmarked for the L1 bidder should be equally divided among the L1 bidders.

After observing the above procedure, if some quantity still remains assigned , the same be offered to the L1 and then successively to L2, L3, L4 and so on bidders at L1 rate.

[ibid: If L2 bidder is not willing to supply matching the L1 rate then the L3 bidder shall be considered as immediate second lowest bidder and so on...]

**17. Notification of Award**

The Selected Bidders whose bid has been accepted will be notified of the award prior to expiry of the bid validity period by uploading such information by e- mail or facsimile confirmed by registered letter provided that the MSME & Textiles Department approves such award. BBMCL may in its sole discretion, instead of awarding one contract to the Selected Bidder for the awarded quantity, award separate contracts to the Selected Bidder respect of each delivery point separately.

Until a formal contract is prepared and executed in respect of the awarded tender quantity or each delivery point, as the case may be, the Notification of Award shall constitute a notification of commencement of supply of bags, subject only to the furnishing of a Performance Security in accordance with the provisions of this e-NIT, whereupon the Contract shall come into force.

**18. Signing of Agreement**

Along with the Notification of Award, BBMCL shall send the Selected Bidder in respect of awarded tender quantity, the Form of Agreement either to be executed for such awarded tender quantity or point of delivery wise. Each page of the Agreement should be signed by order issuing authority and the Supplier's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be

clearly mentioned on each page of the Agreement before signing.

Upon receipt of the Form of Agreement, the Selected Bidder in respect of awarded tender quantity shall sign with date, separate contracts, for awarded tender quantity or for each of the delivery points and return it duly executed along with the Performance Security within seven working days from the receipt of the notification of award.

**19. Performance Security**

The Selected Bidder shall be required to furnish Performance Security amounting to 3% of the Contract Price for supply of entire products.

Failure of the Selected Bidder to submit the Performance Security or to sign the Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that case the contract may be awarded to the next lowest evaluated Bidder at L1 rate.

### SECTION -III

#### SCHEDULE OF REQUIREMENTS (SOR)

#### **1** FOREWORD

The designs for school bags prescribed in the Schedule of Requirements has been developed primarily for school going boys & girls.

#### **2** SCOPE

This standard prescribes the requirements, methods of sampling and tests for the school bags for boys and girls.

#### **3** TERMINOLOGY

For the purpose of this standard, the definition given in IS 2050: 1967 shall apply.

#### **4** REQUIREMENTS

| SL. NO.  | PROPERTY                     | UNIT | SPECIFICATION  |
|----------|------------------------------|------|--|
| <b>1</b> | <b><u>COLOUR</u></b>         |      |  |
| 1.1      | COLOUR OF THE BAG            |      | BLUE<br>(THE COLOUR/ SHADE AND TONE MUST MATCH WITH THAT OF THE APPROVED REFERENCE SAMPLE OF THE BAG THAT HAS BEEN KEPT ON PUBLIC DISPLAY AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION) |
| 1.2      | COLOUR OF THE FRONT POCKET   |      | BLUE<br>(THE COLOUR/ SHADE AND TONE MUST MATCH WITH THAT OF THE APPROVED REFERENCE SAMPLE OF THE BAG THAT HAS BEEN KEPT ON PUBLIC DISPLAY AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION) |
| 1.3      | COLOUR OF THE SHOULDER STRIP |      | BLUE<br>(THE COLOUR/ SHADE AND TONE MUST MATCH WITH THAT OF THE APPROVED REFERENCE SAMPLE OF THE BAG THAT HAS BEEN KEPT ON PUBLIC DISPLAY AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION) |

|      |  |    |  |
|------|--|----|--|
|      |  |    | CORPORATION)   |
| 1.4  | COLOUR OF THE ADJUSTABLE BELT            |    | BLACK  |
| 1.5  | COLOUR OF THE BEADINGS                   |    | BLACK  |
| 1.6  | COLOUR OF THE SHOULDER ADJUSTABLE BUCKLE |    | BLACK  |
| 1.7  | COLOUR OF THE WATER BOTTLE POCKET        |    | BLACK  |
| 1.8  | COLOUR OF THE ZIP                        |    | BLACK  |
| 1.9  | COLOUR OF RUNNER                         |    | STEEL  |
| 1.10 | COLOUR OF THE TOP HANDLE                 |    | BLUE<br><br>(THE COLOUR/ SHADE AND TONE MUST MATCH WITH THAT OF THE APPROVED REFERENCE SAMPLE OF THE BAG THAT HAS BEEN KEPT ON PUBLIC DISPLAY AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION) |
| 2    | <b><u>DIMENSIONS</u></b>                 |    |  |
| 2.1  | MAIN COMPARTMENT                         |    |  |
|      | LENGTH (MIN)                             | mm | 440  |
|      | BREADTH (MIN)                            | mm | 300 at lower end and 260 at upper end. Tapered at top with rounded corners.  |
|      | DEPTH (MIN) BORDER SIZE                  | mm | 150  |
| 2.2  | FRONT POCKET                             |    |  |
|      | LENGTH (TOP TO BOTTOM)                   | mm | 365  |
|      | BREADTH (RIGHT TO LEFT)                  | mm | 265  |

| SL. NO.  | PROPERTY                                  | UNIT | SPECIFICATION  |
|----------|---|------|--|
|          | DEPTH (MIN) BORDER SIZE (TAKEN FROM BASE) | mm   | 35   |
| 2.3      | SHOULDER STRAP                            |      |  |
|          | LENGTH (TOP TO BOTTOM)                    | mm   | 425  |
|          | BREADTH (RIGHT TO LEFT)                   | mm   | 55   |
|          | MATERIAL SPECIFICATION                    |      | Shoulder strap front side will be main polyester fabric and back side will be super fine heavy quality soft net. |
| 2.4      | WATER BOTTLE POCKET                       |      | On Both Side   |
|          | LENGTH                                    | mm   | 200  |
|          | BREADTH                                   | mm   | 180  |
|          | MATERIAL SPECIFICATION                    |      | Knitted Polyester Yarn super fine heavy quality  |
| <b>3</b> | <b><u>ZIP</u></b>                         |      |  |
| 3.1      | MAIN COMPARTMENT                          |      |  |
|          | LENGTH                                    | mm   | 500  |
|          | ZIP NO.                                   |      | 8 no.  |
| 3.2      | FRONT POCKET                              |      |  |
|          | LENGTH                                    | mm   | 450  |
|          | ZIP NO.                                   |      | 8 no.  |
| <b>4</b> | <b><u>RUNNER HANDLE</u></b>               |      |  |
|          | LENGTH                                    | mm   | 35   |



| SL. NO.  | PROPERTY                             | UNIT | SPECIFICATION  |
|----------|--------------------------------------|------|--|
|          | WIDTH                                | mm   | 10   |
| <b>5</b> | <b><u>TOP HANDLE</u></b>             |      |  |
|          | LENGTH                               | mm   | 150 min.   |
|          | WIDTH                                | mm   | 40 min.  |
| <b>6</b> | <b>ADJUSTABLE BELT</b>               |      |  |
|          | LENGTH                               | mm   | 500  |
|          | BREADTH                              | mm   | 25   |
|          | THICKNESS AND WEIGHT PER METER       | g    | Good quality of adequate strength.   |
| 7        | <b><u>POCKET ELASTIC</u></b>         |      | Good quality of adequate strength.   |
| 8        | <b><u>MATERIAL SPECIFICATION</u></b> |      |  |
| 8.1      | OUTER LAYER                          |      | Polyester Bag fabric, with PVC coated (300 x 300 diem)<br>GSM 400 ± 20             |
| 8.2      | CUSHION FOAM                         |      | XLPE (Cross linked expandable polyethylene foam) of 6 mm thickness                 |
| 8.3      | ZIP                                  |      | Polyethylene terephthalate (Pet.) 8no.<br>Zip 100 yards=1.8 kg                     |
| 8.4      | NET                                  |      | Knitted polyester fabric   |
| 8.5      | ADJUSTABLE BELT                      |      | Polypropylene knitted fiber of good quality, Approximate weight 12 ± 1 g per metre |
| 8.6      | SHOULDER ADJUSTABLE BUCKLE           |      | Polypropylene, should not break at 4kg f. minimum                                  |

| SL. NO. | PROPERTY         | UNIT       | SPECIFICATION   |
|---------|------------------|------------|---|
|         |                  |            | Impact  |
| 8.7     | THREAD           |            | Polyester spun yarn TKT 30  |
| 8.8     | MAIN FABRIC BODY | BS<br>WARP | 50 KGS  |
|         |                  | BS<br>WEFT | 30 KGS  |
|         |                  | TR<br>WARP | 4 KGS   |
|         |                  | TR<br>WEFT | 5 KGS   |
| 8.10    | TEST             | Drop Test  | Should not fail at 10 kg.   |
| 8.11    | NO. OF STITCHES  |            | 6-9 STITCHES PER 25MM OF STITCH LENGTH                                |
| 8.12    | LINING MATERIAL  |            | Weight of the lining material will be approximately 60 ± 5 GSM (190T) |

### Shape and Design

The bags shall be made to the pattern, shape and design as shown in the photographs or images which will be provided at the Pre-bid meeting and publicised on the websites <https://wbtenders.gov.in> and [www.biswabangla.in](http://www.biswabangla.in).

### MANUFACTURING, WORKMANSHIP AND FINISH

The school bag shall be made from three pieces of material, that is, front, back and gusset.

The front portion shall be such as to provide sufficient space for keeping lunchbox, pencil box, instrument box etc.

The bag shall be provided of all seams with plastic piping and self-material including the pocket, top edge and the sides as shown in the diagram.

The school bag shall be assembled 'lockstitch' or 'chainstitch' regulated to give 6 to 8 stitches per 25 mm. All ends shall be securely fastened, off and loose threads properly trimmed.

Two buckles with straps shall be provided in the bag for closure as shown in the diagram.

The bag shall be neatly finished with straight and parallel rows of stitching, where required.

The ends of buckles loops, side back and buckle straps shall be properly tacked with the rows of stitches as shown in the diagram.

Thread to be used: Spun polyester TKT30.

Adjustable strip be stitched along center bottom. Specification of bag shoulder not mentioned should be 300 X 300 diem. Both side polyester fabric, with PU/PVC coated and inside 6 mm foam.

Packing specification: 50 bags in one carton.

One sample bag can be inspected at the office of the Corporation at Karigari Bhawan, Room No 009, Ground Floor, Plot B/7, Action Area III, New Town, Rajarhat, Kolkata – 700160.

#### **TESTS:-**

**Drop Test** –The school bag shall be fully loaded with books or suitable materials weighing 10 kgs. After filling the specified weight, the bags shall be closed, fastened and hung on pegs at the wall with the help of the back strap. The distance between the floor and the peg shall be 1.0 meter in back strap. The bags shall then be suddenly dropped, and this operation shall be repeated ten times. During or after the test the stitches shall not open, the straps and buckles shall not give way or come off the stitched tacks.

**Snatch Test** –The school bag shall be securely fixed in an inverted position on a rigid support, leaving the strap free for applying the load. The strap shall be suitably harnessed to distribute the load applied over the entire middle portion. A load of 50 N (5 Kg) shall be applied suddenly to the strap for a period of 30 seconds. This operation shall be repeated 10times.

The weight may be applied either by means of spring balance or weight suitably placed on a stirrup. During or after the test, the strap shall not have snapped, loosened or come off the stitching.



**LOGO TO BE PRINTED ON THE SCHOOL BAG**

**IMPORTANT NOTE:** THE ABOVE PICTURE/ IMAGE MAY NOT REVEAL THE TRUE COLOURS/ SHADES AND THE EXACT TONE, AND ALSO THE LOOK AND FEEL OF THE REFERENCE SAMPLE OF THE BAG AS APPROVED BY THE COMPETENT AUTHORITY IN THE GOVERNMENT OF WEST BENGAL.

THE SAMPLES SUBMITTED BY THE BIDDERS ALONG WITH THE TECHNICAL BIDS, AND ALSO THE BAGS WHICH WILL BE FINALLY MANUFACTURED AND DELIVERED SHALL/ MUSTMATCH (INCLUDING THE COLOURS/ SHADES AND TONES OF THE FABRIC, THAT OF THE LOGO, ETC.) WITH THE **APPROVED REFERENCE SAMPLE OF THE BAG** THAT HAS BEEN **KEPT ON PUBLIC DISPLAY** AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION AT KARIGARI BHAWAN, ROOM NO. 009, B/7, ACTION AREA III, RAJARHAT, NEW TOWN, KOLKATA 700160.

**SWATCH** OF THE APPROVED REFERENCE SAMPLE OF **FABRIC** MAY BE COLLECTED FROM THE SAME OFFICE.



**FRONT VIEW**

**IMPORTANT NOTE:** THE ABOVE PICTURE/ IMAGE MAY NOT REVEAL THE TRUE COLOURS/ SHADES AND THE EXACT TONE, AND ALSO THE LOOK AND FEEL OF THE REFERENCE SAMPLE OF THE BAG AS APPROVED BY THE COMPETENT AUTHORITY IN THE GOVERNMENT OF WEST BENGAL.

THE SAMPLES SUBMITTED BY THE BIDDERS ALONG WITH THE TECHNICAL BIDS, AND ALSO THE BAGS WHICH WILL BE FINALLY MANUFACTURED AND DELIVERED SHALL/ MUSTMATCH (INCLUDING THE COLOURS/ SHADES AND TONES OF THE FABRIC, THAT OF THE LOGO, ETC.) WITH THE **APPROVED REFERENCE SAMPLE OF THE BAG** THAT HAS BEEN **KEPT ON PUBLIC DISPLAY** AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION AT KARIGARI BHAWAN, ROOM NO. 009, B/7, ACTION AREA III, RAJARHAT, NEW TOWN, KOLKATA 700160.

**SWATCH** OF THE APPROVED REFERENCE SAMPLE OF **FABRIC** MAY BE COLLECTED FROM THE SAME OFFICE.



**REAR VIEW**

**IMPORTANT NOTE:** THE ABOVE PICTURE/ IMAGE MAY NOT REVEAL THE TRUE COLOURS/ SHADES AND THE EXACT TONE, AND ALSO THE LOOK AND FEEL OF THE REFERENCE SAMPLE OF THE BAG AS APPROVED BY THE COMPETENT AUTHORITY IN THE GOVERNMENT OF WEST BENGAL.

THE SAMPLES SUBMITTED BY THE BIDDERS ALONG WITH THE TECHNICAL BIDS, AND ALSO THE BAGS WHICH WILL BE FINALLY MANUFACTURED AND DELIVERED SHALL/ MUSTMATCH (INCLUDING THE COLOURS/ SHADES AND TONES OF THE FABRIC, THAT OF THE LOGO, ETC.) WITH THE **APPROVED REFERENCE SAMPLE OF THE BAG** THAT HAS BEEN **KEPT ON PUBLIC DISPLAY** AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION AT KARIGARI BHAWAN, ROOM NO. 009, B/7, ACTION AREA III, RAJARHAT, NEW TOWN, KOLKATA 700160.

**SWATCH** OF THE APPROVED REFERENCE SAMPLE OF **FABRIC** MAY BE COLLECTED FROM THE SAME OFFICE.



**SIDE VIEW - 1**

**IMPORTANT NOTE:** THE ABOVE PICTURE/ IMAGE MAY NOT REVEAL THE TRUE COLOURS/ SHADES AND THE EXACT TONE, AND ALSO THE LOOK AND FEEL OF THE REFERENCE SAMPLE OF THE BAG AS APPROVED BY THE COMPETENT AUTHORITY IN THE GOVERNMENT OF WEST BENGAL.

THE SAMPLES SUBMITTED BY THE BIDDERS ALONG WITH THE TECHNICAL BIDS, AND ALSO THE BAGS WHICH WILL BE FINALLY MANUFACTURED AND DELIVERED SHALL/ MUSTMATCH (INCLUDING THE COLOURS/ SHADES AND TONES OF THE FABRIC, THAT OF THE LOGO, ETC.) WITH THE **APPROVED REFERENCE SAMPLE OF THE BAG** THAT HAS BEEN **KEPT ON PUBLIC DISPLAY** AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION AT KARIGARI BHAWAN, ROOM NO. 009, B/7, ACTION AREA III, RAJARHAT, NEW TOWN, KOLKATA 700160.

**SWATCH** OF THE APPROVED REFERENCE SAMPLE OF **FABRIC** MAY BE COLLECTED FROM THE SAME OFFICE.



**SIDE VIEW - 2**

**IMPORTANT NOTE:** THE ABOVE PICTURE/ IMAGE MAY NOT REVEAL THE TRUE COLOURS/SHADES AND THE EXACT TONE, AND ALSO THE LOOK AND FEEL OF THE REFERENCE SAMPLE OF THE BAG AS APPROVED BY THE COMPETENT AUTHORITY IN THE GOVERNMENT OF WEST BENGAL.

THE SAMPLES SUBMITTED BY THE BIDDERS ALONG WITH THE TECHNICAL BIDS, AND ALSO THE BAGS WHICH WILL BE FINALLY MANUFACTURED AND DELIVERED SHALL/ MUST MATCH (INCLUDING THE COLOURS/ SHADES AND TONES OF THE FABRIC, THAT OF THE LOGO, ETC.) WITH THE **APPROVED REFERENCE SAMPLE OF THE BAG** THAT HAS BEEN **KEPT ON PUBLIC DISPLAY** AT THE OFFICE OF BISWA BANGLA MARKETING CORPORATION AT KARIGARI BHAWAN, ROOM NO. 009, B/7, ACTION AREA III, RAJARHAT, NEW TOWN, KOLKATA 700160.

**SWATCH** OF THE APPROVED REFERENCE SAMPLE OF **FABRIC** MAY BE COLLECTED FROM THE SAME OFFICE.



**ANNEXURE – I**

**DELIVERY SCHEDULE**

| <b>Tranches</b> | <b>Period</b>  | <b>Minimum supply to be made</b>       |
|-----------------|--|--|
| 1st Tranche     | <b>To be delivered STRICTLY by 15 December 2023.</b> | 40% of the total Goods to be supplied  |
| 2nd Tranche     | <b>STRICTLY by 31 December 2023.</b>                 | 100% of the total Goods to be supplied |

Delivery of the entire Goods to be supplied in terms of this Agreement shall have to be completed within the period mentioned above provided that in case of imposition of any restriction, BBMCL may in its sole discretion decide not to distribute School Bags in terms of this Agreement during any period and inform the Supplier accordingly in writing. Upon withdrawal of such restriction, BBMCL shall inform the Supplier in writing to continue and/or re-commence supply of the Goods to be supplied. In such a situation, the delivery period shall be extended for the period when such restriction is in force.

**ANNEXURE - II**

**FORMAT FOR CONSORTIUM AGREEMENT**

THIS AGREEMENT is made the                    day of                    2023

**BETWEEN:**    *[INSERT NAME OF PARTY A]*, whose registered office is at *[insert address]*.

**AND**            *[INSERT NAME OF PARTY B]*, whose registered office is at *[insert address]*.

**AND**            *[INSERT NAME OF PARTY C]*, whose registered office is at *[insert address]*.

(hereinafter referred to individually as a "Party" and collectively as "the Parties")

**RECITALS**

**WHEREAS** the Parties wish to co-operate over *[insert details]*; supply of school bags in the state of West Bengal.

**AND WHEREAS** this Consortium Agreement sets out the relationship between the Parties and the organisation of the work.

**IT IS HEREBY AGREED AS FOLLOWS:-**

**1.        DEFINITIONS**

1.1        In this Agreement, the following terms shall have the following meanings:

"Consortium" means the Parties collectively.

              means the date when all Parties have signed this Agreement.

"Effective Date" .....

Project means the collaborative *[insert name of the project]* as described in Schedule

1. Supply of School Bags in the State of W.B.

"Steering Group" means the committee appointed to be responsible for managing the Project whose individual members are set out in Schedule.

1.2        Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

**2.        LEAD INSTITUTION**

The Parties hereto agree that the *[insert name institution]* will be the lead institution ("Lead Institution") and authorises it as their agent to sign agreements in their name and on their behalf in relation to the Project. The Lead Institution will open and maintain a dedicated bank account for the benefit of the Parties and the use of the Project. Without prejudice to its authority to contract on behalf of the Parties in relation to the Project, the Lead Institution agrees to take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Parties before signing agreements for the benefit of the Project and the other Parties.

**3.        PURPOSE OF THE CONSORTIUM**

The purpose of the Consortium is:

- supply of School Bags in the state of West Bengal and to set out the rights and obligations of the Parties;
- carry out the Project and to produce the Deliverables as described in Schedule 1.

**4.        COMMENCEMENT AND DURATION**

This Agreement shall commence on the Effective Date and shall continue until the completion of the Project on

*[insert Date]*.

The duration of this Agreement may be extended beyond *[insert Date]*, at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

**For unsuccessful Consortium-bidders, the Agreement may expire on selection of successful bidder.**

## **5. PROJECT MANAGEMENT**

### **5.1 STEERING GROUP**

The Parties shall establish, within thirty days after the Effective Date, a Steering Group which shall be composed of one duly authorised representative of each Party. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation. The composition of the Steering Group is set out in Schedule 2. The Steering Group shall appoint a Chair from amongst its members. There shall also be a Project Manager, who shall be Secretary to the Steering Group.

### **5.2 RESPONSIBILITIES OF THE STEERING GROUP**

#### **5.2.1 Project Oversight**

The Steering Group shall be responsible for the delivery of the project outcomes and to this end will keep the project plan, and progress towards meeting it, under review.

#### **5.2.2 Appointment of Project Manager**

The Steering Group shall be responsible for appointing a Project Manager. The Project Manager will have responsibility for the day to day management of the Project and will report to the Steering Group.

#### **5.2.3 Financial Management**

The Steering Group shall be responsible for the financial management of the Project, and will manage the Project in accordance with appropriate project management techniques. The Steering Group may choose to take advice from third parties as required.

#### **5.2.4 Division of Exploitation Income**

The Steering Group will decide the division of income derived from exploitation of the Deliverables. The sharing of revenue applies to those Parties remaining at the end of the Project. If a Party withdraws or is expelled prior to the completion of the Project their entitlement to a share in the income derived from commercial exploitation will be determined by the Steering Group and will take account of the proportion of the total Project undertaken by that Party.

#### **5.2.5 Indemnity:**

Lead member shall indemnify that in the event of withdrawal or removal (including Force Majeure) of other member(s); Project deliverables shall not be hampered in any way and the lead member will remain liable for any penal action as may be levied by the Tender Inviting Authority in case of non-performance.

### **5.3 RESPONSIBILITIES OF THE INDIVIDUAL MEMBERS OF THE STEERING GROUP**

In addition to the Steering Group's collective responsibility, individual members of the Steering Group will have specific responsibilities as determined by the Steering Group from time to time.

## **6 INVOICING/CLAIMS**

Where claimable costs and expenses (that is, approved by the Project Manager or Steering Group) are incurred, claims should be passed to the Project Manager as soon as they have been paid with supporting evidence of the expenditure attached. The Project Manager will be required to make financial reports to the Steering Group from time to time.

## **7. RESPONSIBILITIES OF THE PARTIES**

### **PERFORMANCE**

7.1 Each Party undertakes to each other Party to perform and fulfil on time the tasks assigned to it by the Steering Group and all other of its obligations under this Agreement.

7.2 Towards the Steering Group and the Project Manager, each Party hereby undertakes to supply promptly

to the Project Manager all such information or documents as the Project Manager and the Steering Group need to fulfil obligations pursuant to this Agreement.

7.3 Towards each other, each Party undertakes to:

7.3.1 Notify each of the other Parties as a Party becomes aware of any significant delay in performance;

7.3.2 Inform other Parties of relevant communications it receives from third parties in relation to the Project.

8. Consortium agreement shall be irrevocable till completion of the project.

## 9. CONFIDENTIALITY

9.1 Each Party hereby undertakes to the other Parties that it shall procure that its employees, agents and sub-contractors shall:

9.1.1 Keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the "Information");

## 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 If any doubt or difference or issue shall arise between the parties hereto touching and concerning the terms and conditions of this Agreement, then the same may be referred to Principal Secretary, Department of Micro, Small and Medium Enterprises and Textiles, Government of West Bengal. In case the matter remains unresolved even after that, the matter will be referred for Arbitration as per provisions of Arbitration and Conciliation Act 1996 as amended thereto and the decision of the Sole Arbitrator shall be final and binding upon the parties and the provision of the Arbitration and Conciliation Act 1996 shall apply to the reference.

## 11 SCHEDULES

The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

## 12. WAIVER

No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

## 13. SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

## 14. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest, Epidemic, nation wise or state wise lockdown and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

## 15. ASSIGNMENT

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any party without obtaining the prior written consent of the other parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

## 16. NOTICE

Any notice in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid

first class post, Special Delivery post, or facsimile (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be (or such other address, or facsimile number as may be notified in writing from time to time).

**SCHEDULE 1 – Project**

**SCHEDULE 2 - Composition of Steering Group [List]**

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**Signature (1<sup>st</sup> Party)**

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**Signature (2<sup>nd</sup> Party)**

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**Signature (3<sup>rd</sup> Party)**

In the presence of :

- 1.
- 2.

**Annexure-III**

**Application Format for supply of School Bags for School Education Department, Government of West Bengal**

| Sl. No. | Particulars  | Remarks                   |
|---------|--|---------------------------|
| 1.      | Name of the school bag manufacturing unit  |                           |
| 2.      | Complete address of the school bag manufacturing unit  |                           |
| 3.      | Date of Incorporation  |                           |
| 4.      | Registration No. of the SSI/MSME Unit  | Attach self attested copy |
| 5.      | PAN  | Attach self attested copy |
| 6.      | GST Registration No. (if applicable)   | Attach self attested copy |
| 7.      | Trade License Registration No.   | Attach self attested copy |
| 8.      | Profession Tax Registration No.  | Attach self attested copy |
| 9.      | Production Capacity per month  | Attach a self declaration |
| 10.     | Turnover of the last 5 financial years or from the date of establishment, whichever is later | Attach a self declaration |
| 11.     | Name, Address, and contact number of the Owner   |                           |
| 12.     | Name, address and contact number of the partners, if any                                     |                           |
| 13.     | Undertaking that the rate shall remain valid for a period of 12 months                       |                           |

I undertake that the above stated information is true to the best of my/our knowledge and in case of any false information I/we are liable to legal consequence and the order shall be cancelled.

I also understand that the decision on allotment of quantity under promotional orders is conditional to my meeting the quality standards in the sample to be supplied to BBMCL, and also on the verification by the competent authority of my production capacity and financial strength.

I also undertake to supply the quantity ordered at the L1 discovered rate which will be informed to me by the authority.

**Date:**

**Name & Full Signature and stamp of the Applicant(s)**

**# if the form is not complete in any respect, it shall be liable to be rejected.**

