



# WEST BENGAL BOARD OF SECONDARY EDUCATION

Nivedita Bhavan, DJ-8, Sector-2, Bidhannagar, Kolkata-700 091

## NOTICE INVITING e-TENDER

MEMO NO. : ADMIN/716

DATED : 27. 11. 2020

E-Tender Notice No: - WBBSE/D.S (Admin)/NIT-22/2020-21

DATE: 27/11/2020

The Deputy Secretary (Administration) on behalf of the West Bengal Board of Secondary Education invites e-Tender for the work detailed in the table below.

(Submission of Bid through **online**)

Sl. No	Name of work	Earnest Money	<i>Estimated Annual value</i>	Period of completion	Name of concerned Authority of Board	Eligibility of Bidder
		(In Rs.)	(In Rs.)			
1	Supply of HDPE of 19''x 29'' size with tie lock with lamination completely waterproof and durable	<b>30,000/- (Thirty Thousand)</b>	<b>15,00,000/- (Fifteen Lakhs only) Approx quantity- 65000 Pieces</b>	As per delivery schedule	Deputy Secretary (Administration ) WBBSE	As detailed in clause(1) titled "Eligibility criteria for participation in the tender"

\*E-Tender documents shall be made available only to the State Govt. E-Tender Portal, namely, <https://wbtenders.gov.in> free of cost.

Both **Technical Bid and Financial Bid** are to be submitted online correctly (in statutory cover & Non statutory cover) duly digitally signed in the website <https://wbtenders.gov.in>

The **FINANCIAL OFFER** of the prospective Tenderer will be considered only if the **TECHNICAL Bid** of the Tenderer found qualified by the Tender Committee. The decision of the Tender Committee will be final and absolute in this respect.

The prospective bidders must collect sample specimen from Store Section, 7th Floor of Nivedita Bhavan, DJ-8, sector-II, Salt Lake, Karunamoyee, Kolkata-700091 and submit the sample prepared in terms of specification as mentioned above under "Name of work" within 10.12.2020. The samples submitted by the bidder will be inspected by the Tender committee and the technical bid of only those bidders whose sample has been found satisfactory after inspection will be considered for opening. The decision of the Tender committee in this regard is final and binding upon the bidder and no claim whatsoever in this respect will be entertained. The bid submitted by a bidder who has not submitted the sample for inspection shall be treated as non responsive and shall be liable to be cancelled.

4. Earnest Money of Rs.30000.00 shall have to be submitted in the form of Bank Draft/Bankers Cheque in favour of "WBBSE FUND RBI KOLKATA A/C" payable at Kolkata along with Technical Bid without which the Bid will be rejected. The registered SSI/MSME units shall be exempted from payment of EMD. To claim the exemption necessary valid certificate of registration is required to be produced.

## **2. Minimum Eligibility criteria of the bidders for participation in the tender**

- (i) Bidder(s) should be an **Indian company/firm** engaged in **supply of Stationery and other items** in bulk in Kolkata and having its Office (head office/ regional/Branch Office) in Kolkata
- (ii) Have minimum **five years of experience** of supplying **Stationery and other Items** in bulk to the Departments/Ministries of the Central or State Government /PSUs/local Bodies (Copies of relevant **Purchase Orders along with satisfactory completion certificate** received from Govt. depts. / PSUs/local bodies during last five years should be enclosed)
- (d)
- (iii) Have minimum Turnover of **Rs. 20 lakhs** per year during each of the Financial Years 2016-17, 2017-18, 2018-19 (valid and certified proof has to be attached)  
**(Detail of experience must be furnished in prescribed format as given in Annexure-III)**

### **iv. Documents/Certificates**

Following documents/certificates are to be submitted in technical bid for establishing bidder's eligibility and qualification for considering his financial bid

- (a) Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.)
- (b) Copy of GST Registration Certificates;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Return filed for the Assessment years ( 2017-18,2018-19,2019-20)
- (e) Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for the financial years (2016-17, 2017-18, 2018-19)
- (f) Proof of experience in supplying stationary and other items in bulk to Government Departments/PSU/local bodies as per **Annexure-III** (Copies of relevant Purchase Orders along with successful completion certificate received from Govt. depts. / PSUs/Local Bodies during last Five(05) years should be enclosed)
- (g) Declaration regarding blacklisting or otherwise. (**Annexure-I**)
- (h) EMD in the form of Demand Draft/Banker's cheque for Rs.30,000/-
- (i) Copy of valid Trade License document
- (j) Duly filled, signed and stamped "Application-Technical bid" as per prescribed format given in **Annexure- IV**
- (l) Letter of Undertaking in **Annexure-II**
- (m) Bank Solvency Certificate (Original Copy) issued by bank on form no. II-B (40% Of the Tender value,i.e.@Rs.6 Lakhs only)

### **3.Date & Time schedule**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of NIT Documents(online) (Publishing Date)	27.11.2020 at 6.50 PM
2	Documents download start date (online)	27.11.2020 at 6.50 PM
3	Documents download end date (online)	11.12.2020 at 11.00 AM
4.	Bid submission start date(online)	27.11.2020 at 6.50 PM
6	<b>Bid submission closing (online)</b>	11.12.2020 at 11. 00AM
7	Bid opening date for Technical Proposal (online)	14.12.2020 at 11.30 AM
8	Date of uploading list of Technically Qualified Bidders (online)	To be notified accordingly
9	Date & place for opening financial proposal (online)	To be notified during uploading of technical evaluation & list of bidders (Online).

1. Any downloading from the website <https://wbtenders.gov.in> is at the sole risk and responsibility of the user. WBBSE will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.

2. Corrigendum/addendum to this tender, if any, will be uploaded in the website mentioned above. This may kindly be noted by the bidders/prospective bidders.

3. WBBSE reserves the right to reject any or all the tenders in part or in full without assigning the reasons thereof.

4. Unsigned bids, conditional bids and incomplete bids shall be liable for rejection.

5. The prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of a firm. If found to have applied severally in the Tender all his applications will be rejected without assigning any reason thereof.

## **4. TERMS AND CONDITIONS**

1. The EMD of the successful bidder will be returned after completion of contract. The performance security deposit of 8% of the bill value (excluding GST) will be deducted from each individual bill which will be retained for sixty (60) days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any.

2. EMD shall be collected as soft copy (scanned copies of the originals) for instruments (Bank draft) issued from *schedule commercial* Banks. The registered SSI/MSME Unit is exempted from payment of earnest money. To claim the exemption necessary valid certificate of registration is required to be produced.

3. Prospective applicants are advised to note carefully the eligibility criteria and list of documents/certificates to ensure that all the requirements are complied with before submitting the bids.

4. Conditional/ Incomplete quotation will not be accepted.

5. Any kind of canvassing with regard to the offered services, after submitting Tender will be treated as disqualification.

6. During the scrutiny, if it comes to the notice of the notice inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, that bidder would not be allowed to participate in the quotation and that application will be outright rejected without any prejudice.

7. In case if there be any objection regarding prequalifying the Agency that should be lodged to **within 2 days** from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Deputy Secretary(Admin), WBBSE, Nivedita Bhavan, Salt Lake. Kolkata-700091.

8. The D.S (Admin.), WBBSE, Nivedita Bhavan, Salt Lake on behalf of the Board reserves the right to cancel the e- Tender due to unavoidable circumstances or any technical reasons and no claim in this respect will be entertained.

9. Before issuance of the **WORK ORDER**, the notice inviting authority may verify the credential and other documents of the lowest tenderer if necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said tenderer under any circumstances.

10. The bidder(s) is/ are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in rejection of the bid.

11. At any time prior to the dead line for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on to website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) for the benefit of all the prospective bidders.

12. The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

13. Rates/Prices should be quoted FOR destination basis.

14. Rate/Prices must be quoted exactly in the format given in the BOQ. All the applicable columns of the BOQ

must be filled up otherwise the bid will be liable to be rejected.

15. A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.

16. The EMD may be forfeited if a bidder withdraws his bid during period of bid validity specified in the bid document

17. The bid shall remain **valid and open for acceptance for a period of 90 days from the date of opening of financial bid**. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

18. The contract shall initially be for a period of one year unless it is curtailed or terminated by the Board owing to deficiency of services, sub-standard quality of material supplied, breach of contract, reduction or cessation in supply of the material etc. without consent from the Board.

**19. The contract shall initially be for a period of one year but the contract may be extended for a further period of one year subject to maximum 3 years in totality at the sole discretion of the WBBSE/Board subject to mutually accepted terms and conditions.**

20. The WBBSE/Board reserves the right to accept or reject any tender or all the tenders without assigning any reason to the bidder.

#### **21. Force Majeure**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

#### **22. Termination for Default**

(a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part if (a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;

(b) the supplier fails to perform any other obligation(s) under the Contract; and

(c) The supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

(d) In the event the purchaser terminates the contract in whole or in part the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

#### **23. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the

competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **24. Set Off**

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or such other person(s) contracting through the purchaser.

The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Board

#### **25. Settlement of disputes**

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary, West Bengal Board of Secondary Education or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

#### **26. Verification of Documents and Certificates**

i) The bidder will verify the genuineness and correctness of all documents and certificates, including experience/ performance certificates, issued either by the bidder or any other firm/ associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

ii) If any document/ paper/ certificate submitted by the participant bidder, as required under tender document, is found to be false/ fabricated/ tampered/ manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then Performance Security deposit would be forfeited and the contract would be rescinded/ annulled and the Board would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

#### **27. Court Jurisdiction**

i) Any dispute arising out of the tender/bid document/ evaluation of bids/issue of Work order shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued i.e. Kolkata

ii) This Contract/Work order is subject to jurisdiction of Court at Kolkata only

#### **5. FINANCIAL**

i) The Technical bid should be accompanied with scanned copy of Demand Draft / Pay Order towards Earnest Money Deposit (EMD), of **Rs. 30,000/-** (Rupees -Thirty Thousand only) drawn in favour of "**WBBSE FUND, RBI KOLKATA ACCOUNT**", payable at "**Kolkata**" or valid certificate for claiming exemption of EMD as applicable failing which the tender shall be rejected out right.

ii) The EMD of the successful bidder will be returned after completion of contract. The performance security deposit of 8% of the bill value (excluding GST) will be deducted from each individual bill which will be retained for sixty (60) days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any.

PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

iii) In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit

of the agency will be liable to be forfeited by the Board besides annulment of the contract.

## **6. INSTRUCTION TO BIDDERS**

### **SECTION – A**

#### **1. General guidance for e-Tendering**

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been given below for assisting the contractors to participate in e-Tendering.

1. **Registration of Contractor**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to [www.wbtenders.gov.in](http://www.wbtenders.gov.in). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. **Digital Signature certificate (DSC)**

Each contractor having valid Digital Signature Certificate (DSC) for submission of tenders can have the necessary details after log-in to [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. **Participation in more than one capacity**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If a prospective bidder is found to have applied severally in a single job in different capacity all his applications will be rejected for that job.

5. **Submission of Tenders.**

Tenders are to be submitted through online to the website stated in Cl. 1, in statutory cover which consist of two folder at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & 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).

A. **Technical proposal**

The Technical proposal in 1<sup>st</sup> folder should contain scanned copies of the following documents.

**A-1. Technical proposal (In Statutory cover – Folder No – 1)**

**A1.1** 1<sup>st</sup> cover consist of following documents. (Technical file)

- i) **Scan Copy of Demand Draft/ bankers Cheque** towards earnest money (EMD) as prescribed in the NIT in favour of “**WBBSE FUND, RBI KOLKATA ACCOUNT**”, payable at “**Kolkata**”. For the Bidder claiming exemption from payment of earnest money the necessary valid registration certificate is to be produced.
- ii) Declaration regarding **Blacklisting** or Otherwise. (**Annexure-I**)
- iii) Letter of Undertaking in (**Annexure-II**)
- iv) **Proof of experience** in supplying to Government Departments/PSU as per (**Annexure-III**) (Copies of relevant **Purchase Orders** along with successful **Completion Certificate** received from Govt. depts. / PSUs/Local Bodies during last five years should be enclosed)
- v) Duly filled, signed and stamped “Application-Technical bid” as per Prescribed format given in (**Annexure- IV**)

**A.1.2 Financial proposal [in statutory cover folder no. 2 ]**

**The rate will be quoted in the B.O.Q. along with the name of the agency in a particular space provided in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under financial bid. Rate must be quoted strictly as per format in the BOQ and no space as provided in the BOQ shall be left blank otherwise the bid will be**

treated as incomplete and unresponsive and hence liable to be rejected.

**A-2. Non statutory cover**

Sl No.	Category	Details
1.	Certificates	i) Copy of Registration Certificate as per existing norms (indicating the legal status— company/partnership firm/proprietorship concern, etc.) ii) Copy of GST Registration Certificates iii) Copy of PAN Card iv) Copy of valid Trade License document
3.	Credentials	i) Copy of relevant <b>work orders</b> along with <b>Completion Certificate</b> in support of the detail experience as furnished in <b>Annexure-III</b>
4.	Financial Information	i) Copies of Income Tax Return filed for last three <b>Assessment years 2017-18, 2018-19, 2019-20</b> ii) Copies of Audited A/c Statements i.e. Balance sheet and Profit & Loss A/c for last three financial years (2016-17, 2017-18, 2018-19) iii) <b>Bank Solvency Certificate</b> (Original Copy) issued by bank on form no. II-B (40% Of the Tender value, i.e. @ Rs.6 Lakhs only)

**Note:- Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to be summarily rejected. All the forms as mentioned in the statutory cover (clause-A-1) are required to be furnished exactly in the prescribe format.**

**6. Bid opening**

The Tender committee shall open bids in presence of the bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening

**7. Technical Evaluation:**

The Tender Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

**8. Financial Evaluation**

The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the Tender Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.

Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- Where there is discrepancy between amounts in figures and in words, amount in words will prevail;
  - Incorrectly added totals will be corrected;
  - In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;
- If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

**9. Penalty for suppression / distortion of facts**

If any bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Secretary, WBBSE within



a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended from participating in the quotations on e-tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. WBBSE may take appropriate legal action against such defaulting bidder. The D.S(admin.), acting on behalf of WBBSE, reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the said Ds(Admin)'s action.

#### **10.Award of contract**

***The contract will be awarded to the L-1 bidder. If there are more than one L-1 bidder then the order will be distributed among all of them equally.***

#### **11.Right to accept / reject any or all Bids**

Notwithstanding anything contained in this bid document the Board reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

#### **12.Annulment of Award**

a) Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

b)Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

c)Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

#### **13.Liquidated damages**

***Should the supplier fails to supply within the period prescribed for delivery, the purchaser shall be entitled to recover @ 0.5% per week of delay subject to maximum of 5% of the value of the delayed supply.***

#### **14..Period of validity of bids**

The bids shall remain **valid for a period of 90 days** from the date of opening of the bids. A bid valid for a shorter period shall be rejected by the Board as non-responsive.

#### **15. Mode of Payment.**

16.1. Payment against Bill / Invoice supported by duly receipted and inspected challan shall be released through **NEFT only**.

16.2.No advance payment will be made in any case.

#### **17.Delivery**

***The timely delivery is the essence of the contract. In case the contractors fail to supply the required quantity within scheduled time as per delivery schedule, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for blacklisting the contractor will also be taken.***

***Any attempt on the part of the contractor to disrupt the delivery process on payment related issue will be seriously dealt with and appropriation will be taken.***

**18.Subcontracting of work**

***The contractor shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of the Board, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer. If at any stage it is found that the contract has been assigned or sublet without the prior permission of the Board, the order will be liable to be cancelled without prejudice to any other remedy available to the Board under this tender document***

**19.. For any query Bidders will be required to contact Deputy Secretary(Administration) Unit of WBBSE at Nivedita Bhavan, DJ-8, Sector-II, Saltlake, karunamoyee, Kolkata-700091**

**Sd/-  
Deputy Secretary (Administration)  
West Bengal Board of Secondary Education**

# DECLARATION & FORMAT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

Annexure-I

DECLARATION

From

M/s. ....

.....

.....

To

The DeputySecretary(Administration),  
West Bengal Board of Secondary Education,  
Nivedita Bhavan, DJ-8, Sector-II,  
Salt Lake, Kolkata-700091

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.
3. **I/We further undertake that none of the Proprietor/Partners/Directors of the firm** was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing. I/We further undertake to report to the West Bengal Board of Secondary Education immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. We undertake to enter into agreement as per prescribed format within one week of being called upon to do so on our own expenses and agreement will be binding on us.
6. I/We agree to abide by this Bid for a period of one year from the date fixed from opening and it shall remain binding upon us and may be accepted on any time before the expiration of that period.
7. I/We understand that:
  1. Until an agreement is signed and executed, this Bid together with your written acceptance of award shall constitute a binding contract between us.
  2. The Board is not bound to accept the lowest or any bid, you may receive
  3. The Board can amend the scope & value of the contract bid under this project.
  4. The Board reserves the right to reject any application without assigning any reason

Yours faithfully,

(Signature of the Tender)

Name:

Designation with Seal of the Firm:

Date:

**(To be typed On Non Judicial stamp paper)**

Annexure-II

**UNDERTAKING**

From

M/s. ....

.....

.....

To

To

The Deputy Secretary(Administration),  
West Bengal Board of Secondary Education,  
Nivedita Bhavan, DJ-8, Sector-II,  
Salt Lake, Kolkata-700091

Dear Sir,

This is to inform that I / we have submitted the samples of the items for which I/ we have quoted our rates. In case of the tender going in our favour, I/we agree to supply the items as per the samples submitted (in terms of Paper and Print quality/ colour/shade / Dimension/ size, etc.)

Yours faithfully,

(Signature of the Tender)

Name:

Designation with Seal of the Firm

Date:

(TO BE TYPED ON BIDDER'S LETTERHEAD)

**Annexure-III**

Ref: Quotation for .....(Name of work) in response to NIT  
No.....

**EXPERIENCE CERTIFICATION**

5 years of experience of supply of Stationery Articles to any Government /PSU/Local Bodies  
in West Bengal

<i>Detail of experience in similar type of contract</i>						
<b>Sl.</b>	<b>Year of work</b>	<b>Description of work undertaken</b>	<b>Name and address of the Agency that awarded the contract</b>	<b>Value of the work</b>	<b>Date of work order</b>	<b>Date of completion</b>
(a)	(b)	(c)	(d)	(e)	(f)	(g)

This is to certify that the information contained in table above is true and correct  
Copy of the work order along with the satisfactory completion from the Agency awarding  
the work order must be furnished in order to consider the eligibility.

Name of the Applicant :

Signature of the Applicant :

Date:

Seal of the Applicant:

(TO BE TYPED ON BIDDER'S LETTER HEAD)

Annexure-IV

**APPLICATION-TECHNICAL BID**

- 1 Name of the bidder:
- 2 Address of the bidder :
3. Contact Details of the bidder:
  - (a) Tel. No. with STD (O)..... (Fax)..... (R).....
  - (b) Mobile No..... (c)E-mail.....(d) Website.....
4. Name of Proprietor/Partners/Directors of the firm/agency:
6. Bidder's bank and its address and his current account number:
7. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)
8. CST/VAT/Excise Duty/TIN, etc. registration details (Pl. attach copies of the relevant Documents/Certificates)
- 9 Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder
10. Copies of Income Tax Returns filed for the last three years- attached/unattached
11. Annual turnover for the last three years  
(Audited a/c statements such as P&L a/c, balance sheets, etc for last three years should be attached)
12. Proof of experience in supplying the stationery and other items to PSUs/Govt. Depts (Copies of two Purchase Orders received from Govt. depts. / PSUs during each of the last three years should be enclosed)-  
Furnished/ Not furnished
13. Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs as given in **Annexure -I**  
Furnished/ Not furnished
14. Duly filled in authorization for attending bid opening  
**(Annexure- II)-** Furnished/ Not furnished
15. Undertaking as per Annexure-V  
Furnished/ Not furnished

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated.....

Name & Address of Firm.....

**Authorized Signature & Seal of the Firm**



**(To be typed On Non Judicial stamp paper)**  
**SUPPLY OF STATIONERY AND OTHER ITEMS TO WBBSE ON RATE CONTRACT BASIS**

Annexure-V

**SPECIMEN AGREEMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

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Agreement.

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between M/s. \_\_\_\_\_ herein referred to as the contractor carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part.

**West Bengal Board Of Secondary Education (WBBSE)**, acting through the **Secretary**, herein after referred to as the other part whereas the said contractor has agreed with the **West Bengal Board of Secondary Education (WBBSE)**, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply **the Stationery and other items i.e.** ..... as per the requirement as agreed to in their bid letter no. \_\_\_\_\_ dated \_\_\_\_\_ at the rates quoted by him/them. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.
2. The supply of **the Stationery and other items i.e.** ..... which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates for three more months with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty @ 0.5% of the value of the delayed supply with reference to the

*delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof subject to the maximum of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.*

4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Secretary, WBBSE** will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary,WBBSE or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Security Deposit is liable to be forfeited to the WBBSE without any prejudice to any other rights and remedies of WBBSE in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
8. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.
9. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the West Bengal Board of Secondary Education has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the  
Company/Firm

Signature:

Name :

Address :

**WITNESSES**

Signature of the authorized official of the  
WBBSE

Signature:

Name :

Address :