WEST BENGAL TEXT BOOK CORPORATION LIMITED
(A Govt. of West Bengal Undertaking)
11, B.T. Road, Kolkata – 700 056

E-TENDER BIDDING DOCUMENTS TO ASCERTAIN THE RATE OF SCHOOL BAGS PER UNIT

FOR

Procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal

Bid Reference No. WBTBCL-2017-08-0009 Date: 04-08-2017
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SECTION - I

NOTICE INVITING E-TENDER TO ASCERTAIN THE RATE OF SCHOOL BAGS PER UNIT FOR PROCUREMENT OF 60,00,000 (approx.) SCHOOL BAGS

WEST BENGAL TEXTBOOK CORPORATION LIMITED (A Government of West Bengal undertaking)  
11, B.T. Road, Kolkata - 700 056  
Phone No. 033-2564-7134, 7142  Fax No. 033-2564-8886  
Email ID – wbtbcl@yahoo.com

Bid Reference No. WBTBCL-2017-08-0009  
Date: 04-08-2017

1. West Bengal Text Book Corporation Limited (“WBTBC” or the “Corporation”), having its office at 11, B.T. Road, Kolkata – 700 056, West Bengal, has been mandated by the Department of School Education, Government of West Bengal to procure approximately 60,00,000 (Sixty Lakhs only) school bags for students studying in Classes V to VIII in Government/Government aided/Government sponsored schools including Madrasahs and Sishu Siksha Kendras (SSKs) in West Bengal. An approximate number of 60,00,000 (Sixty Lakhs only) school bags are proposed to be procured. The school bags to be procured by the Corporation will be of technical specifications as have been specified in Section - IV (Schedule of Requirements).

2. In terms thereof, WBTBC hereby invites bids through ‘e-tendering’ from eligible and qualified Indian manufacturers for “Procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal” at different locations across the State in single stage Bid. The tender will comprise of the Technical Bid and the Financial Bid. Bidders shall submit only the Technical Bid through 'e-tendering' while the Financial Bid in
the form of the Bill of Quantities (BoQ) given in the e-tendering portal will have to be submitted in respect of the entire quantity of the school bags (approximately 60,00,000 school bags).

3. Cost of Bidding Documents shall be Rs. 5,000/- (Rupees Five Thousand Only), which has to be paid by way of Demand Draft/ Pay Order issued by any scheduled bank in favour of “West Bengal Text Book Corporation Ltd.” payable at Kolkata. The original Demand Draft/ Pay Order is to be submitted physically at the office of the Corporation in a sealed cover within the prescribed date and time stated in Sl. 18 of this e-NIT. A scanned copy of the receipt issued by the Corporation against payment of cost of Bidding Documents shall have to be uploaded with other documents. Earnest Money / Bid Security, however, shall be Rs. 7,00,00,000/- (Rupees Seven Crores only) to be deposited in the manner described in Form – 10 of Section – III (Bidding Forms).

4. The Selected Bidder in respect of the awarded quantity of school bags shall have to complete supply of entire quantity of school bags at such locations, manner and tranches as specified in the General Conditions of Contract (GCC), upon the issue of the Notification of Award/ Work Order by the Corporation, unless otherwise extended by the Corporation in terms of the GCC. Such supply is to be made (unless otherwise directed) at specified locations at approximately 726 Circle Level Resource Centres (CLRCs) in 341 Blocks and 129 Municipal Bodies all over the State of West Bengal.

5. Intending bidders may download the Bidding Documents from the website https://wbtenders.gov.in and also the website of the Corporation, http://www.wbtextbookcorporation.com. Earnest Money Deposit (EMD)/ Bid Security of an amount of Rs. 7,00,00,000/- (Rupees Seven Crores only) is to be paid to the Corporation by way of a Demand Draft or a Pay Order
Payable at Kolkata or an irrevocable Bank Guarantee issued by any scheduled bank in favour of “West Bengal Text Book Corporation Limited”. A copy of the Demand Draft or Pay Order or Bank Guarantee is to be uploaded electronically along with the bid. The Bid Security, if submitted in the form of Bank Guarantee, is to remain valid for a period of not less than 180 days from the last date of submission of bids. The original instrument of EMD / Bid Security is to be submitted physically at the office of the Corporation in a sealed cover within the prescribed date and time stated in Sl. 18 of the e-NIT. The Corporation will not be responsible in any manner for late delivery or loss of the Demand Draft or Pay Order or Bank Guarantee if sent by post/courier.

6. The Technical Bid and Financial Bid(s) duly digitally signed will have to be submitted simultaneously by uploading the same in the website https://wbtenders.gov.in in the prescribed manner for the same. Technical Bid and Financial Bid(s) must be submitted within the date and time stated in Sl. 18 of the e-NIT.

7. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid(s), are to be duly digitally signed and submitted in the respective folders viz., technical (statutory and non-statutory) folder and financial folder simultaneously in the website https://wbtenders.gov.in.

8. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Purchase Committee. The decision of the Purchase Committee will be final and absolute in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded on the website and also published on the Notice Board at the office of the Corporation, on the scheduled date and time, unless otherwise changed.
9. Any company incorporated in India, registered Indian partnership firm (including limited liability partnership), or a consortium of such registered partnership firms, limited liability partnership and/or companies may participate in the bid. In the event the bidder is a consortium, the number of members of the consortium should not be more than 3 and the lead member of the consortium should be a manufacturer of school bags and has to be the manufacturer of the school bags or similar bags for last three years proposed to be supplied.

10. No change in the composition of the consortium is allowed subsequent to the submission of the bid, during the bidding process or if the consortium is awarded the Contract till completion of 1 year from the date of signing of the Contract or till the completion of the contract whichever is later without the approval of the Corporation.

11. Eligibility criteria for participation
   (i) Bidders shall have to meet the minimum eligibility criteria in respect of all of the following:
       (a) Financial Capacity
       (b) Technical Capability including Experience/ Credentials
   (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria as mentioned in (a) and (b) above. 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 the Corporation including to forfeit the EMD/ Bid Security, the Mobilisation Advance Bank Guarantee and/or invoke the Performance Security.
   (iii) Financial Capacity requirements are as follows: -
       (a) A bidder shall have a minimum annual turnover of Rs. 100 Crores in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016). In the event the bidder is a consortium, the lead member shall have a minimum annual turnover of Rs. 75 Crores and the other members shall together
have a minimum annual turnover of Rs. 25 Crores, in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016);

(b) A bidder shall have a minimum Net Worth of Rs. 5 Crores in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016). In the event the bidder is a consortium, the lead member shall have a minimum Net Worth of Rs. 3.75 Crores and the other members shall together have a minimum Net Worth of Rs. 1.25 Crores, in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016).

(iv) Technical Capacity requirements are as follows:

(a) The bidder shall be a company incorporated in India, registered Indian partnership firm (including limited liability partnership), or a consortium of such registered partnership firms, limited liability partnership and/or companies. In the event the bidder is a consortium, the number of members of the consortium should not be more than 3;

(b) The bidder, or in the event the bidder is a consortium, the lead member of the consortium, shall be a manufacturer of school bags or similar bags having its own manufacturing facilities in India registered under the Factories Act, 1948;

(c) A bidder, or in the event the bidder is a consortium, shall produce records satisfactorily evidencing:

(i) Production capacity for no of offered quantity of school bags or similar bags per annum (in the case the bidder is a consortium, this shall be required to be fulfilled by the lead member of consortium);

(ii) The bidder, or in the event the bidder is a consortium, lead member of the consortium, should have undertaken bulk supply/ sale by one
single order of a minimum value of Rs. 15 Crores or above to the Central or any State Government or Government Bodies in India, in any of the last 5 (five) years (2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017) as well at least one member as should have satisfactorily completed the warranty period of 12 months for any such bulk supply/sale;

(iii) Certificate from any NABL accredited agency with regards to the quality of the school bags supplied being as per the specifications laid down in Section – IV (Schedule of Requirements).

12. A bidder agrees as a condition of participation in the tender, that it may not be awarded a contract for not less than 25% of the total number of school bags sought to be procured, i.e. approx. 15,00,000 school bags and not more than 50% of the total number of school bags sought to be procured, i.e. approx. 30,00,000 school bags. Upon decryption of the price quotations, a table shall be prepared containing particulars of Financial Bids submitted.

13. Upon opening of the Financial Bids, the lowest bidder (L1) bidder will be declared as one of the Selected Bidders and its rate will be declared as the lowest rate. The Purchase Committee will be entitled to split the tender quantity amongst the Selected Bidders. An order equivalent to 50% of the tender quantity would be placed with the lowest bidder (L1) and an order equivalent to the remaining 50% of the tender quantity would be placed with the next two lowest bidders, i.e. L2 and L3, by offering 25% each of the tender quantity to such next lowest bidders, upon them agreeing to supply the school bags on the L1 rate with same specifications and quality.
14. If the L2 or the L3 bidder or both the L2 and L3 bidders do not agree to match the L1 rate, the Purchase Committee shall continue to call upon the L4, L5, L6 bidders and so on, till any qualified bidder matches the L1 rate. If at the end, no qualified bidder is willing or is available to match the L1 rate, then the Corporation may at its discretion, call for a fresh tender only with respect to remaining tender quantities, or split the balance quantity between L2/L3/L4 or such other Selected Bidder, at the L1 rate, if the Purchase Committee is of the opinion that having regard to production capacity, track record and other relevant factors, such of the Selected Bidders will be able to complete the supply within the scheduled time period. In the event no supplier agrees to match the L1 rate then the Purchase Committee if consider it deems fit having regard to the production capacity, track record and other relevant factors of L1 bidder, may ask the L1 bidder to supply the remaining quantity at its quoted rate.

15. Financial Bids to be quoted in the Bill of Quantities will be the rate per school bag quoted by the bidder. The rate quoted by the bidder shall be deemed to include cost of packing of each school bag in such material and manner as approved by the Corporation and supply to such locations and in such batches as per supply programme to be fixed by the Corporation from time to time. Apart from the mobilization advance paid in terms of the Agreement herein and the rates in the Financial Bid, nothing extra or additional, on any head or account including tax, cess, duty, octroi, levy or GST, both present or any new taxes, impositions or levies, or increases in rates or manner of computation thereof, shall be payable by the Corporation or the beneficiaries to whom such school bags will be distributed. To clarify, the rates quoted by the bidder shall be all inclusive and nothing on any head or amount shall be payable extra by the Corporation.
16. Along with the EMD/ Bid Security, a bidder must supply to the Corporation, free of cost, 3 (three) school bags conforming to standards and specifications as set out in Section - IV (Schedule of Requirements) within the prescribed date and time stated in Sl. 18 of this e-NIT. A receipt will be issued to the bidders against supply of such sample school bags, which receipt will have to be uploaded along with the bid. In the event, the sample school bags do not match such specifications, the bidder will be disqualified and its Financial Bid will not be considered.

17. Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in Sl. 18 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

18. Important Information Date & Time Schedule:

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<th>Date &amp; Time</th>
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<td>i.</td>
<td>Publication of e-NIT (Bidding Documents)</td>
<td>04-08-2017</td>
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<td>ii.</td>
<td>Pre - Bid Meeting: Venue – Bikash Bhavan (5th Floor), DF Block, Sector – I, Salt Lake, Kolkata-700 091</td>
<td>11-08-2017 at 14:00 hrs.</td>
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<td>Last date and time of submitting cost of Bidding Documents and sample school bags at the office of the Corporation</td>
<td>21-08-2017 upto 12:00 noon</td>
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<td>iv.</td>
<td>Last date and time of submitting EMD / Bid Security at the office of the Corporation</td>
<td>23-08- 2017 upto 14:00 hrs.</td>
</tr>
<tr>
<td>v.</td>
<td>Last date and time of uploading bids and submission of physical copy of all documents so uploaded at the office of the Corporation</td>
<td>26-08-2017 by 12:00 noon</td>
</tr>
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<td>vi.</td>
<td>Date and time of opening of Technical Bids at Bikash Bhavan, (5th floor), D F Block, Sector-5, Salt Lake</td>
<td>28-08-2017 at 14:00 hrs.</td>
</tr>
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<td>vii.</td>
<td>Technical Bid Evaluation</td>
<td>29-08-2017 at 14:00 hrs.</td>
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viii. Uploading list of responsive/ non-responsive bidders
To be informed later

ix. Financial Bid Opening and evaluation
To be informed later

x. Award of Contract
Within 3 days of receiving the approval form School Education Dept

xi. Submission of Performance Security and Mobilisation Advance Bank Guarantee and Signing of Agreement
Within 7 days of Award of Contract.

19. In the event, any of the specified dates as above being declared a holiday by the Government of West Bengal (GoWB) or if the office of the Corporation being closed on such date, the event of the specified date will be taken up on the next working day at the same time. The Corporation however reserves its right to change any of the aforesaid date for any reason by uploading revised dates in the website and displaying on the Notice Board of the Corporation.

20. All standards, technical specifications and codes of practice referred to shall be to the latest Indian editions of the same, including all amendments and revisions thereto.

21. The Corporation 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 for bidding.

22. The EMD/ Bid Security of unsuccessful bidders will be returned by the Corporation without any interest, within 7 days of signing of Contract in respect of such the awarded quantity as determined by the Purchase Committee, submission of Performance Security by the Selected Bidder or an application by the unsuccessful bidder for such refund. Where earnest money has been tendered by way of Bank Guarantee, such Bank Guarantee will be similarly returned to the unsuccessful bidders, duly discharged.
23. In addition to the above, bidders are advised to note carefully the instructions contained in the ‘Instructions to Bidders’ (ITB) and conditions in “General Conditions of Contract” and other documents as per ITB 6.1 before tendering bids.

24. Conditional/incomplete bids will not be accepted under any circumstances.

25. The bidders shall have to comply with all relevant laws, regulations, practices and procedures of the Government of West Bengal in connection with tenders.

26. During tender evaluation or even during performance of contract, 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 Contract has already been awarded, the Contract will be cancelled, without any prejudice to any rights of the Corporation. In that case the BID Security/EMD will be forfeited.

27. The Corporation 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 any time prior to the deadline for submission of bids and in case of extension of deadline for the submission of bids up to bid opening, the Corporation may amend the Bidding Documents by issuing addenda/corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the time for the submission of bids.

28. The EMD/ Bid Security will be forfeited in the following events:

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 17.2;
(b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice as specified in ITB 3.1;
(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 in terms of ITB 4.3;
(e) If the Selected Bidder fails to:
   i) sign the Contract in accordance with ITB 37.1;
   ii) furnish a Performance Security in accordance with ITB 38.1 or, a Mobilisation Advance Bank Guarantee in accordance with ITB 38.2; or
(f) If the bidder is otherwise in breach of the terms of the Bidding Documents.

29. 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 a Director, such person shall, while uploading any bid for and on behalf of the bidder company of which he is a Director, shall upload a copy of the Power of Attorney authorizing him to act on behalf of the bidder.

30. Bidders must submit only all records, data and documents on which they wish to 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 specially sought for by corporation.

31. In terms of the extant policy of Government of West Bengal for Micro, Small and Medium Enterprises, an amount not exceeding 5% of the total tender quantity may be awarded to Government approved organizations like West Bengal Handicrafts Development Corporation Limited (Manjusha), The West Bengal State Handicrafts Cooperative Society (Bangashree) and other similar organizations as well as SSI units, provided the SSI units have set up facilities for manufacturing in the State. Such purchase will be made by the
Corporation directly without participation in the Tender Process, at the L1 rate.

32. Sample school bags may be asked in advance from the Selected Bidders at post contract stage or sample may be taken from the delivered materials for checking by the Corporation, as to whether those samples conform to the specifications given.
SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

1.1 In connection with the Notice Inviting e-Tender for procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal, the West Bengal Text Book Corporation Limited, having its office at 11, B.T. Road, Kolkata – 700 056 (hereinafter referred to as “the Corporation”) issues the Bidding Documents, as mandated by the Department of School Education, Government of West Bengal, for the procurement of school bags as specified in Section - IV (Schedule of Requirements). The school bags to be procured by the Corporation will be of specifications as have been detailed in Section - IV (Schedule of Requirements). The name, identification and number of contracts of the National Competitive Bidding (NCB) are given below.

The tender is invited online and submission of tender will also be online as detailed in the e-NIT.

1.2 Throughout the Bidding Documents:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tender, bid/tender,
bidding/tendering, etc.) are synonymous.

(c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(d) "day" means calendar day.

2. General guidance for e-tendering

2.1 Registration of bidder

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 and also the website of the Corporation, http://www.wbtextbookcorporation.com. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jalasampad Bhavan, Salt Lake, Kolkata – 700 091.

2.2 Digital Signature Certificate (DSC)

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 Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 5 of the e-NIT.
This is the only mode of collection of Bidding Documents.

The bidders are also advised to upload relevant documents such as certificates, purchase order 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 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.

The Corporation 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.

3. Corrupt Practices 3.1

The Corporation requires that bidders, suppliers, contractors under contracts with the Corporation, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice”/“bribery” means the offering, giving receiving, or soliciting,
directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;

(ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;

(v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
(b) will 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

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the Corporation if it at any time determines 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 the Corporation.

(d) will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract with the Corporation.

(e) will normally require a contractor of the Corporation to allow the Corporation or any person that the Corporation may designate, to inspect or carry out audit of the contractor’s accounting records and financial statements in connection with the Contract.

4. Eligible Bidders

4.1 The prospective bidders shall have to meet the
following eligibility criteria:

(a) Any company incorporated in India, registered Indian partnership firm (including limited liability partnership), or a consortium of such registered partnership firms, limited liability partnership and/or companies may participate in the bid. In the event the bidder is a consortium, the number of members of the consortium should not be more than 3 and the lead member of the consortium should be a manufacturer of school bags and has to be the manufacturer of the school bags proposed to be supplied;

(b) No change in the composition of the consortium is allowed subsequent to the submission of the bid, during the bidding process, or if the consortium is awarded the Contract, till completion of 1 year from the date of signing of the Contract or till the completion of the contract whichever is later, without the approval of the Corporation;

(c) The bidder, or in the event the bidder is a consortium, the lead member of the consortium, shall be a manufacturer of school bags or similar bags having its own manufacturing facilities in India registered under the Factories Act, 1948;

(d) Production capacity for number of offered quantity of school bags or similar bags per annum (in the case the bidder is a consortium, this shall be required to be
fulfilled by the consortium);

(e) The bidder, or in the event the bidder is a consortium, lead member of the consortium, should have undertaken bulk supply/ sale by one single order of a minimum value of Rs. 15 Crores or above to the Central or any State Government or Government bodies in India, in any of the last 5 (five) years (2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017) as well as at least one member should have satisfactorily completed the warranty period of 12 months for any such bulk supply/ sale;

(f) Certificate from any NABL accredited agency with regards to the quality of the school bags supplied being as per the specifications laid down in Section – IV (Schedule of Requirements);

(g) A bidder shall have a minimum annual turnover of Rs. 100 Crores in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016). In the event the bidder is a consortium, the lead member shall have a minimum annual turnover of Rs. 75 Crores and the other members shall together have a minimum annual turnover of Rs. 25 Crores, in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016);

(h) A bidder shall have a minimum Net Worth of Rs. 5 Crores in each of the last 3 (three)
financial years (i.e. 2013-2014, 2014-2015 and 2015-2016). In the event the bidder is a consortium, the lead member shall have a minimum Net Worth of Rs. 3.75 Crores and the other members shall together have a minimum Net Worth of Rs. 1.25 Crores, in each of the last 3 (three) financial years (i.e. 2013-2014, 2014-2015 and 2015-2016).

4.2 In the event the bidder is a consortium, it has to comply with the following requirements, apart from the criteria laid down in ITB 4.1:

(a) The number of members of the consortium should not be more than 3.

(b) The members of the consortium shall enclose a Joint Bidding Agreement (the “Joint Bidding Agreement”) in the format given in Form - 11 of Section - III hereof which shall inter alia set forth the respective shares of the members of the consortium to contribute to the financial obligations of the consortium and shall nominate one of its members (who shall be principally liable for the proper manufacturing and supply obligations of the goods being procured; without however limiting the liability of all members for the performance of all obligations under the Agreement) as a lead member (acting through a named officer) to represent such consortium before the Corporation through a Power of Attorney
signed by all the members of the consortium as per the format given in Form – 4 of Section - III hereof.

4.3 A bidder shall have to furnish the following documents to meet the eligibility criteria:

(a) Copy of the receipt issued by the Corporation against delivery of sample school bags;

(b) Copy of receipt issued by the Corporation against payment of Cost of Bidding Documents;

(c) Copy of the Demand Draft/ Bank Guarantee towards EMD/ Bid Security;

(d) Copy of Certificate of Incorporation and Memorandum and Articles of Association (when the bidder is a company)/ copy of Partnership Deed (if the bidder is a partnership firm / limited liability partnership) [to be submitted by all the members of the bidding consortium];

(e) Copy of valid License under the Factories Act, 1948 [to be submitted by the bidder/ lead member of the bidding consortium];

(f) Copy of PAN Card [to be submitted by the bidder/ all the members of the bidding consortium];

(g) Copy of GST Certificate/ letter recording GST Identification Number [to be submitted by the bidder/ lead member of the bidding consortium];
(h) Copy of Income Tax Returns for the last 3 (three) financial years (2013-2014, 2014-2015 and 2015-2016) [to be submitted by the bidders/ all the members of the bidding consortium];

(i) Copy of VAT and Excise Return for financial year 2015-2016 [to be submitted by the bidder/ lead member of the bidding consortium];

(j) Audited Balance Sheet for the last 3 (three) financial years (2013-2014, 2014-2015 and 2015-2016) [to be submitted by the bidder/ all the members of the bidding consortium];

(k) Certificate of Annual Turnover during last 3 (three) financial years with CA certified statement which is to include the registration No. of the CA [to be submitted by the bidder/ all the members of the bidding consortium];

(l) Certificate of Net Worth during last 3 (three) financial years with CA certified statement which is to include the registration No. of the CA [to be submitted by the bidder/ all the members of the bidding consortium];

(m) Certificate of a competent governmental authority or Chartered Engineer of Production Capacity of school bags or similar bags per annum [to be submitted by the bidder/ lead member of the bidding consortium];

(n) Certificate of bulk supply/ annual sale by a
competent governmental authority;

(o) Notarised Power of Attorney in favour of signatory of bid and accompanying documents;

(p) In the event the bidder is a consortium, notarized Power of Attorney in favour of the lead member of the consortium as well as Joint Bidding Agreement signed by all the members of the consortium;

(q) Declaration by way of affidavit duly notarized that the bidder has not been barred by the Government of India (GoI) or GoWB for participation in any project and the same subsists on the day of submission of the bid;

(r) Undertaking that the rate shall remain valid for a period of 12 months;

(s) Declaration by way of affidavit duly notarized that the bidder that the sample and subsequent delivery of the school bags shall be as per the specifications laid down in Section - IV (Schedule of Requirements);

(t) Certificate from any NABL accredited agency with regards to the quality of the school bags manufactured being as per the specifications of the Contract.

4.4 The Corporation considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with
applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) they have controlling shareholders in common;
(b) they receive or have received any direct or indirect subsidy from any of them;
(c) they have the same legal representative for purposes of this bid;
(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of Corporation regarding this bidding process; or
(e) participation by a bidder (individually or as a member of consortium) in more than one bid will result in the disqualification of all bids in which such bidder is involved.

4.5 A bidder who is under a declaration of ineligibility
by the Corporation in accordance with ITB 3 or by any Department of Government of India or any State Government, at the date of the deadline for bid submission or thereafter during the process of evaluation, shall be disqualified provided such declaration of ineligibility and/or blacklisting has not been stayed and/or kept in abeyance and/or set aside by any competent court of law and/or by any other judicial authority.

5. Specifications

5.1 The bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein may not to 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 bag industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any
addenda/ corrigenda issued in accordance with ITB 8.

PART I   Bidding Procedures

Section - I  – Notice Inviting e-Tender (e-NIT)
Section - II – Instructions to Bidders (ITB)
Section - III – Bidding Forms (BDF)

PART II   Requirements

Section - IV – Schedule of Requirements (SOR)

PART III   Conditions of Contract and Contract Forms

Section - V  – General Conditions of Contract (GCC)
Section - VI – Contract Forms (COF)

6.2 The Corporation is not responsible for the completeness of the Bidding Documents and their addenda/ corrigenda, if they were not obtained directly from the source stated by the Corporation in the e-NIT.

6.3 The bidder is expected to examine 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.

7. Clarification of Bidding Documents, Pre-Bid Meeting

7.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an e-mail to the e-mail address at wbtbcl@yahoo.com or raise its queries during the pre-bid meeting if provided for
in accordance with ITB 7.4 and 7.5. The Corporation shall upload in the website hosting the Bidding Documents, its responses to bidders’ queries if deemed necessary. Should the Corporation deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.

7.2 The bidder’s designated representative is invited to attend a pre-bid meeting at Bikash Bhavan (5th Floor), DF Block, Sector – I, Salt Lake, Kolkata-700091 on 10-08-2017 at 14:00 hrs. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than one hour before the meeting.

7.4 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 i.e. https://wbtenders.gov.in within 7 (seven) days from the date of pre-bid meeting, if deemed necessary. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an
addendum/ corrigendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7.6 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, the Corporation may amend the Bidding Documents by issuing addenda.

8. Amendment of Bidding Documents/ Extension of deadlines

8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. https://wbtenders.gov.in.

8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Costs of Bidding

9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the
bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents comprising the Bid

11.1 Tenders are to be submitted online following the process mentioned in Sl. Nos. 5, 6, 7 and 8 of e-NIT in two folders at a time, in respect whereof bid is being submitted, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time duly signed with a valid Digital Signature Certificate (DSC). The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non-readable formats).

11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder:

**Statutory cover of Technical Bid containing:**

To be filled in FORM folder:

(i) Letter of Technical Bid as per format (duly filled up) given in Form-1 of Section - III (Bidding Forms)

(ii) Declaration by the bidder (duly filled in by the bidder), as per format given in Form – 2 of Section
- III (Bidding Forms)
(iii) Power of Attorney in favour of signatory of the bid (in case of single bidder), as per format given in Form – 3 of Section III (Bidding Forms)
(iv) Power of Attorney in favour of lead member of the bidding consortium as per format given in Form – 4 of Section – III (Bidding Forms)
(v) Bidder’s Information Sheet (duly filled in by the bidder), as per format given in Form – 5 of Section - III (Bidding Forms)
(vi) Undertaking of Conformity/ No Deviation and Rate Validity, as per format given in Form – 6 of Section - III (Bidding Forms)
(vii) Letter of Financial Bid, as per format given in Form – 7 of Section - III (Bidding Forms)
(viii) Joint Bidding Agreement, as per format given in Form - 11 of Section - III (Bidding Forms)

To be filled in DRAFT folder:
(i) Demand Draft/ Pay Order/ Bank Guarantee as in Form – 10 of Section – III (Bidding Forms) towards Earnest Money Deposit (EMD)/ Bid Security as prescribed in the e-NIT, drawn in favour of “West Bengal Text Book Corporation Limited”.
(ii) Copy of receipt issued by the Corporation against sample school bags.
(iii) Copy of receipt issued by the Corporation against payment of cost of Bidding Documents.
To be filled in e-NIT folder:
(i) Notice Inviting e-Tender (Section - I) and Instructions to Bidders (Section - II) (uploaded with digital signature).
(ii) General Conditions of Contract (Section - VI).
(iii) Schedule of Requirements (Section - V).

Non-statutory (My Documents) cover containing

To be filled in CERTIFICATE folder:
(a) Copy of valid License under the Factories Act, 1948.
(b) Copy of PAN Card.
(c) Copy of GST Certificate/ letter recording GST Identification Number.
(d) Financial Capacity of bidder, as per format given in Form – 8 of Section – IV (Bidding Forms)
(e) Certificate of manufacturing capacity of school bags or similar bags from statutory authorities/ Chartered Engineer
(f) Certificate of quality issued by a NABL accredited agency

To be filled in COMPANY DETAILS folder:
Copy of documents of incorporation i.e. Certificate of Incorporation and Memorandum and Articles of Association for companies and/ or Deed of Partnership for partnership firms/ limited liability partnerships
To be filled in FINANCIAL INFO folder:
(b) Copy of VAT and Excise Return for the financial year 2015-2016;
(c) Form - 9 of Section – III (Bidding Forms) with audited Balance Sheet for financial years 2013-2014, 2014-2015 and 2015-2016.

In case of failure to submit any of the above mentioned documents (for both statutory and non-statutory cover) in respective folders, the Corporation shall be entitled to summarily reject the bid.

11.3 The Financial Bid shall comprise the following documents in one cover (folder):

To be filled in BoQ folder:
Bill of Quantity (BoQ) in the specified form at i.e. the rate per school bag offered by the bidder.

N.B. – (1) The bidder is to quote the rate online in the space marked for quoting rate in the BoQ
(2) Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.
(3) Rate quoted in the BoQ will be applicable to all school bags to be supplied.

12. Letters of Bid, 12.1 The Letters of Technical Bid and Financial Bid and Schedules shall be prepared using the relevant forms
13. Bid Prices

13.1 The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.

13.2 The price to be quoted in the Financial Bid, in accordance with ITB 11.3, shall be the unit price of the school bags. The rate quoted by the bidder shall be deemed to include cost of packing of each school bag in such material and manner as approved by the Corporation and supply to such locations and in such batches as per supply programme to be fixed by the Corporation from time to time.

13.3 The price quoted by the bidder is not subject to any discount or adjustment.

13.4 All duties, taxes, and other levies payable by the Selected Bidder under the Contract, or for any, other cause, shall be considered to be included in the prices and the Financial Bid submitted by the bidder. The bid price quoted by the bidder shall be final and shall not be adjusted and/or increased for change in any duty / tax / other levies or outgoings. Apart from the mobilization advance paid in terms of the Agreement herein and the rates in the Financial Bid, nothing extra or furnished in Section - III (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
additional, on any head or account including tax, cess, duty, octroi, levy or GST, both present or any new taxes imposition, or levies or increase in rates or manner of computation thereof, shall be payable by the Corporation or the beneficiaries to whom such school bags will be distributed. To clarify, the rates quoted by the bidder shall be all inclusive and nothing on any head or amount shall be payable extra by the Corporation. However, the Corporation will assist (on a no recourse basis based on the Selected Bidder’s representations and in good faith thereof), the Selected Bidder/ Supplier to obtain any lawful exemptions from payments of Duties or Taxes on the school bags. The responsibility for obtaining any such exemptions from the competent authority will remain with the Selected Bidder and the Corporation shall no way be responsible for admissibility of the claims or eligibility of the Selected Bidder.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been submitted in any other currency.

15. Sample Product

15.1 To establish the conformity of the products, the bidder shall furnish as part of its bid, documentary evidence in the form of a certificate from a NABL
accredited agency that the school bags conform to 
the technical specifications and standards specified 
in Section – IV (Schedule of Requirements).

15.2 3 sample school bags are to be delivered by each 
bidder within the specified date against which a 
receipt will be issued by the Corporation.

15.3 The bidder shall upload along with scanned 
copy of its bid in the e-tender portal i.e. 
https://wbtenders.gov.in, the appropriate 
folders, as part of its bid, a scanned copy of such 
receipt.

15.4 Any bid not accompanied by receipt required in 
accordance with ITB 15.2, shall be rejected by the 
Corporation as non-responsive.

15.5 The school bags must comply with the 
specifications mentioned in Section - IV of the 
Bidding Documents. In the event, the school bags 
do not comply with such specifications, the bidder 
will be disqualified.

16. Documents 

16.1 To establish its qualifications to perform the 
Contract, the bidder shall provide the information 
requested in the corresponding information sheets 
included in Section - III (Bidding Forms).

17. Period of Validity of Bids 

17.1 Bids shall remain valid for a period of 180 days 
after the bid submission deadline date prescribed 
by the Corporation. A bid valid for a shorter 
period shall be rejected by the Corporation as non-
responsive.
17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested to be extended in accordance with ITB 18, the bid validity shall also be extended for a similar period. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1 The bidder shall upload along with scanned copy of its bid in the e-tender portal i.e. https://wbtenders.gov.in, the appropriate folders, as part of its bid, a scanned copy of payment of EMD/Bid Security of the amount as indicated in Sl. 5 of the e-NIT, the bidder is submitting a bid for.

18.2 The bid security shall be in the form of Demand Draft/ Pay Order/ Bank Guarantee from a scheduled bank in favour of “West Bengal Text Book Corporation Limited”. In the event, the Bid Security is in the form of a bank guarantee, such bank guarantee shall be provided as per the format given in Form - 10 of Section – III (Bidding Forms). The Bid Security shall be valid for 180 (one hundred and eighty) days beyond the original validity period of the bid, or beyond, if requested to be extended by the Corporation.
18.3 Any bid not accompanied by an enforceable and compliant bid security required in accordance with ITB 18.1, shall be rejected by the Corporation as non-responsive.

18.4 The Bid Security of unsuccessful bidders shall be refunded as promptly as possible upon the Selected Bidder's furnishing of the Performance Security pursuant to ITB 38.

18.5 The Bid Security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 17.2;

(b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice as specified in ITB 3.1;

(c) If it is found that any record submitted by any bidder is incorrect, manufactured or fabricated, false and/or untrue.

(d) During tender evaluation or even during performance of contract, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if Contract has already been awarded, the Contract will be cancelled, without any prejudice to any rights of the Corporation. In that case the BID Security /EMD will be forfeited.

(e) If the bidder is declared disqualified in terms of ITB 4.3;
If the Selected Bidder fails to:
   i) sign the Contract in accordance with ITB 37.1;
   ii) furnish a Performance Security in accordance with ITB 38.1 or, a Mobilisation Advance Bank Guarantee in accordance with ITB 38.2; or

If the bidder is otherwise in breach of the terms of the Bidding Documents.

19. Format and Signing of Bid

   The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. 29 of the e-NIT.

D. Submission and Opening of Bids

20. Submission of Tenders

   Tenders are to be submitted online as stated in Sl. Nos. 6, 7 and 8 of the e-NIT 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 one physical copy of all documents so uploaded, at the office of the Corporation, i.e. 11, B.T. Road, Kolkata – 700 056 before the bid submission date, to facilitate evaluation of the bids.
21. Deadline for Submission of Bids

21.1 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 e-NIT under Sl. 18.

21.2 The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Bid Opening

22.1 The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT under Sl. 18 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy it in any storage device such as a compact disc, pen drive or hard drive. The authority receiving tenders or his authorized representative will take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 18 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening.

22.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:

(a) the name of the bidder;
(b) the presence of a Bid Security, if required; and
(d) any other details as the Corporation may consider appropriate.

Only Technical Bids recorded at bid opening shall be considered for evaluation.


22.4 At the end of the evaluation of the Technical Bids, the Corporation will upload on the website https://wbtenders.gov.in, and also at http://www.wbtextbookcorporation.com 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 and considered for award of contract in terms of ITB 35.

22.5 The Corporation shall 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 in terms of ITB 27. All folders containing Financial Bids shall be opened one at a time and the following recorded:
(a) the name of the bidder;
(b) the Financial Bid; and
(c) any other details as the Corporation may consider 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 when the Financial Bid is not in accordance with the Bidding Documents.

E. Evaluation and Comparison of Bids

23. Confidentiality

23.1 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.

23.2 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.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Corporation may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Corporation shall not be considered. The Corporation’s 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.

24.2 If a bidder does not provide clarifications of its bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.

25. Deviations, Reservations, and Omissions

25.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

26. Preliminary Examination of Technical Bids

26.1 The Purchase Committee of the Corporation shall examine the Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected. The Corporation or its duly authorized representative shall at all reasonable time have access to the bidder’s premises and shall have the power to inspect and examine the quality and workmanship of the goods to be supplied. A pre-
delivery inspection shall also be carried out before
the dispatch of school bags by appropriate
committee of the corporation.

27. Responsiveness of Technical Bid

27.1 The Purchase Committee’s determination of a
bid's responsiveness is to be based on the contents
of the bid itself, as defined in ITB 11.

27.2 A substantially responsive Technical Bid is one
that meets the requirements of the Bidding
Documents without material deviation,
reservation, or omission. A material deviation,
reservation, or omission is one that,
(a) if accepted, would:
   (i) affect in any substantial way the
       scope, quality, or performance of the contract; or
   (ii) limit in any substantial way, inconsistent
        with the Bidding Documents, the
        Corporation's rights or the bidder's
        obligations under the proposed contract; or
(b) if rectified, would unfairly affect the
    competitive position of other bidders
    presenting substantially responsive bids.

27.3 The Purchase Committee of the Corporation shall
examine the technical aspects of the bid submitted
to confirm that all requirements of Section - IV
(Schedule of Requirements) have been met
without any material deviation or reservation.

27.4 If a bid is not substantially responsive to the
requirements of the Bidding Documents, it shall be
rejected by the Corporation and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

| 28. Non-conformities, Errors, and Omissions | 28.1 Provided that a bid is substantially responsive, the Corporation may waive any non-conformity in the bid that do not constitute a material deviation, reservation or omission. |
| 28.2 Provided that a Technical Bid is substantially responsive, the Corporation may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request may result in the rejection of its bid. |

| 29. Qualification of the Bidder | 29.1 The Purchase Committee of the Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents. |
| 29.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2. |
30. **Evaluation Criteria**

30.1 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. The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened and considered.

31. **Preliminary Examination of Financial Bids**

31.1 The Purchase Committee shall examine the Financial Bid to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.

32. **Evaluation of Financial Bids**

32.1 The Purchase Committee shall consider the Financial Bid of the bidder in respect of the tender quantity for which the tender has been invited. No other evaluation criteria or methodologies shall be permitted.

33. **Comparison of Bids**

33.1 All technically qualified bidders shall be at par.

33.2 The Corporation shall make a table of all the Financial Bids of technically qualified bidders.

33.3 A bidder agrees as a condition of participation in the tender, that it may not be awarded a contract for not less than 25% of the total number of school bags sought to be procured, i.e. approx. 15,00,000 school bags and not more than 50% of the total
number of school bags sought to be procured, i.e. approx. 30,00,000 school bags.

34. Corporation's right to accept any bid, and to reject any or all bids

34.1 The Corporation reserves the right to accept or reject any bid, and 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.

F. Award of Contract

35. Award Criteria

35.1 Upon opening of the Financial Bids, the lowest bidder (L1) bidder will be declared as one of the Selected Bidder’s and its rate will be declared as the lowest rate. The Purchase Committee will be entitled to split the tender quantity amongst the Selected Bidders. An order equivalent to 50% of the tender quantity would be placed with the lowest bidder (L1) and an order equivalent to the remaining 50% of the tender quantity would be placed with the next two lowest bidders, i.e. L2 and L3, by offering 25% each of the tender quantity to such next lowest bidders, upon them agreeing to supply the school bags on the L1 rate.

35.2 If the L2 or the L3 bidder or both the L2 and L3 bidders do not agree to match the L1 rate, the Purchase Committee shall continue to call upon the L4, L5, L6 bidders and so on, till any qualified
bidder matches the L1 rate. If at the end, no qualified bidder is willing or is available to match the L1 rate, then the Corporation may at its discretion, call for a fresh tender only with respect to remaining tender quantities, or split the balance quantity between L2/L3/L4 or such other Selected Bidder, at the L1 rate, if the Corporation is of the opinion that having regard to production capacity, track record and other relevant factors, such of the Selected Bidders will be able to complete the supply within the scheduled time period. In the event no supplier agrees to match the L1 rate, L1 bidder may be asked to supply the balance quantity.

36. Notification of Award

36.1 The Selected Bidders whose bids have been accepted will be notified of the award by the Corporation prior to expiry of the bid validity period by uploading such information in the e-tender portal and http://www.wbtextbookcorporation.com or by e-mail or facsimile confirmed by registered letter provided that the School Education Department approves such award. This letter (hereinafter and in the General Conditions of Contract called the “Letter of Acceptance/ Notification of Award / Work Order”) will state the sum that the Corporation will pay the Selected Bidder/Supplier in consideration of supply of the school bags by the Selected Bidder/Supplier as
prescribed by the contract (hereinafter and in the Agreement called the “Contract Price”).

36.2 The Corporation, may in its sole discretion, instead of awarding one contract to the Selected Bidder for the awarded tender quantity, award separate contracts to the Selected Bidder in respect of each delivery point separately.

36.3 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 school bags, subject only to the furnishing of a Performance Security and the Mobilisation Advance Bank Guarantee in accordance with the provisions of ITB 38.1 and ITB 38.2 respectively, whereupon the Agreement shall come into force.

37. Signing of Agreement 37.1 Along with the Notification of Award, the Corporation shall send the Selected Bidder in respect of the 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 the Corporation’s 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 the awarded tender quantity shall sign with date, the contract, for the awarded tender quantity or for each of the delivery points and return it to the Corporation duly executed along with the Performance Security and Mobilisation Advance Bank Guarantee in terms of ITB 38, within 7 working days from the receipt of the Notification of Award.

The Selected Bidder for the awarded tender quantity shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security form included in Section - VI (Contract Forms), or another form acceptable to the Corporation.

The Selected Bidder shall be required to furnish Performance Security amounting to 10% of the Contract Price for supply of entire products.

Alongwith the Performance Security, the Selected Bidder shall also furnish a Mobilisation Advance Bank Guarantee amounting to 10% of the Contract Price in accordance with the conditions of contract issued by any scheduled bank drawn in favour of “West Bengal Text Book Corporation Limited”, using for that purpose the Mobilisation Advance Bank Guarantee form included in Section - VI (Contract Forms), or another form acceptable to the Corporation. Such Bank Guarantee shall be valid for a period of 6 months after the issue of the
38.3 Failure of the Selected Bidder to submit the Performance Security or the Mobilisation Advance Bank Guarantee or to sign the Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Corporation may award the Contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined by the Corporation to be qualified to perform the Contract satisfactorily at the lowest rate (unless such Selected Bidder have already been awarded contract for 25%/50% of the tender quantity, in which case the offer has to be made to the next lowest evaluated bidder for the said tender quantity) or the Corporation, may, at its discretion go in for fresh tenders.
SECTION - III

BIDDING FORMS (BDF)

FORM-1

LETTER OF TECHNICAL BID IN FORM OF AFFIDAVIT

(To be furnished on non-judicial stamp-paper of appropriate value, duly notarised)

Date: ………………………………..

Bid Reference No. __________ dated __.07.2017

Name of Contract: Procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal

West Bengal Text Book Corporation Limited,
11, B. T. Road,
Kolkata – 700 056.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including addenda/ corrigenda issued in accordance with Instructions to Bidders (ITB).

(b) We offer to supply school bags as per quantity specified in our bid in conformity with the Bidding Documents.

(c) Our bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
(d) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

(e) We have been constituted in accordance with the laws of India and governed by them.

(f) We have our manufacturing facilities in India/ West Bengal (as applicable) and is duly registered under the Factories Act, 1948.

(g) We do not have any conflict of interest in accordance with ITB 4.3.

(h) We are participating as a bidder having satisfied the eligibility criteria in accordance with ITB 4.4.

(i) We, our affiliates or subsidiaries, have not been declared ineligible by the Corporation, any Department of the Government of India or any State Government or Government Undertaking, Corporations or Statutory Bodies.

(j) We agree to permit the Corporation or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them reviewed by auditors appointed by the Corporation.

(k) We understand that:
   (i) The tender inviting and accepting authority can amend the scope and value of the contract bid under this project.
   (ii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

(l) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection /claim will be raised by the bidder.

Enclo:
1. Statutory Documents
2. Non Statutory Documents
3. Forms & Annexure duly filled up, signed & notarized (where applicable)

Place: ____________________________

For............................(name of bidder)
(Signature)

.................................(name of authorized signatory)
.................................(designation)
FORM-2

DECLARATION BY THE BIDDER
(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

In relation to our bid submitted for procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal and in response to Bid Reference No. __________ dated __.07.2017, we hereby declare that:

a) We possess the necessary technical and financial resources and competence required by the Bidding Documents issued by the Corporation;

b) We have fulfilled our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Documents;

c) We are not insolvent, in receivership, bankrupt, under any insolvency resolution process or being wound up, nor are our affairs being administered by any court or a judicial officer, nor have our business activities been suspended and is not the subject of legal proceedings for any of the foregoing reasons;

d) We and our directors/ partners and officers (as applicable) have not been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of 3 (three) years preceding the commencement of this procurement process, or not have been otherwise disqualified or blacklisted pursuant to debarment proceedings by the Government of West Bengal or the Government of India for participation in any project which is in subsistence as on the date of submission of the bid;

e) We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.

Date: ________________
Place: ______________________

For ................. (name of bidder)
(Signature)

_________________________
(name of authorized signatory)
_________________________
(designation)
FORM-3

POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ……[insert the name of the bidder]………………. a company incorporated under the Companies Act, 1956/ a partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 and having its registered office/ office at ............ [insert address] ...........................(hereinafter referred to as the bidder) acting through .....[insert name of the person giving the Power of Attorney]........presently holding the position of .................... (insert designation of the person giving the Power of Attorney) having been authorized by the Board of Directors/ Partners of the bidder, inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize ............... (insert name, designation and residential address of the person to whom the Power of Attorney is being given)........... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against Bid Reference No. .......... dated ....07.2017 floated by the West Bengal Text Book Corporation Limited (“Corporation”). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Corporation in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.
We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

IN WITNESS WHEREOF WE, .................................., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ......... DAY OF ......................................, 2017.

For ......................................................

(Signature, name, designation and address)

Witnesses:
1. 
2. 

[Notarised]

Accepted ............................................

(Signature)

(Name, Title and Address of the Attorney)
FORM-4

POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

Whereas West Bengal Text Book Corporation Limited (the “Corporation”) has invited bids from interested parties for procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal (the “Project”).

Whereas, ………………., ………………., and ……………… (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Contract in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Contract, and

Whereas, it is necessary for the members of the Consortium to designate one of the members as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s …………………………………. having our registered office at …………………………………., M/s. …………………………………., having our registered office/ office at …………………………………., and M/s. …………………………………., having our registered office/ office at …………………………………., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s …………………………………., having its registered office/ office at …………………………………., (acting through Mr. [•], its [•], Mr. [•], its [•], jointly or severally), being one of the members of the
Consortium, as our Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney’). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is declared as the Selected Bidder, in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Contract, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Corporation and in all matters in connection with or relating to or arising out of the Consortium’s bid for the Contract and/ or upon award thereof till the Contract is executed with the Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .......... DAY OF 2017.

For ..............................................

(Signature)
Witnesses:
1.
2.

Executants

Notes:
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution or any other resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.
FORM-5

**BIDDER’S INFORMATION SHEET**
* (to be filled by the bidder)

To establish its qualifications to supply the school bags, the bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year of constitution</td>
<td></td>
</tr>
<tr>
<td>Address of registered</td>
<td></td>
</tr>
<tr>
<td>office/ office</td>
<td></td>
</tr>
<tr>
<td>Name of authorized</td>
<td></td>
</tr>
<tr>
<td>representative</td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>E-mail address(es)</td>
<td></td>
</tr>
<tr>
<td>Facsimile:</td>
<td></td>
</tr>
</tbody>
</table>

Attached are copies of the following documents:

- 1. Memorandum and Articles of Association/ Deed of Partnership

N.B. - If the bidder is a consortium, the above information and documents will be required to be submitted by all the members of the consortium.
FORM - 6

UNDEARTAKING OF CONFORMITY/ NON-DEVIATION AND RATE VALIDITY

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

In relation to our bid submitted to for procurement of in response to Bid Reference No. : ………. dated ………., we hereby declare that:

A) That the specifications of supply of school bags for students studying in Classes V to VIII in the State of West Bengal which we shall supply, if we are awarded the Contract, shall be in conformity with the minimum specifications of the Bidding Documents and that there shall be no deviations of any kind from the required specifications;

B) That the sample school bags supplied meet the specifications under Section - V (Schedule of Requirements) of the Bidding Documents;

C) That all the raw materials used in the school bags to be supplied shall be genuine and of good and durable quality and that no refurbished/ defective/ poor quality raw material is being used or shall be used;

D) That no adverse action has been taken against us by any of the organization(s) to whom we have supplied/sold school bags nor has any adverse report been obtained;

E) That if we are found not complying with the above at the time of delivery of the school bags or later or the same appears to be not meeting the specifications as provided in the Bidding Documents, we agree to take back
the school bags already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD and/or Performance Security for this bid or debar/blacklist us or take suitable action against us;

F) That the rate quoted by us shall remain valid for a period of 12 months from the date of award of the Contract;

G) That the rate quoted by us is inclusive of all the cost factors involved in the end-to-end implementation and execution of the Contract, to meet the desired standards set out in the Bidding Documents;

H) That we have thoroughly read the Bidding Documents and by affirming this affidavit, we hereby submit our token of acceptance to all the tender terms and conditions without any deviations.

Yours faithfully,

For……………………..(name of bidder)
(Signature)
………………………..(name of authorized signatory)
………………………..(designation)
LETTER OF FINANCIAL BID
{on bidder’s letterhead}

NOTE: DO NOT QUOTE THE FINANCIAL BID AMOUNT IN THIS FORM

Date:
Bid Reference No. : ........... dated ...........

West Bengal Text Book Corporation Limited,
11, B. T. Road,
Kolkata – 700 056.

Dear Sir,

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Documents, including addenda/ corrigenda issued in accordance with Instruction to Bidders (ITB) 8.

b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the schedule of supply of school bags annexed with the Bidding Documents.

c) Apart from the rates in the Financial Bid, nothing extra or additional, on any head or account including tax, cess, duty, octroi, levy or GST, both present or any new taxes, impositions or levies, or increases in rates or manner of computation thereof, shall be payable by the Corporation or the beneficiaries to whom such school bags will be distributed.

d) We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

f) If our bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

For……………………..(name of bidder)
(Signature)
………………………..(name of authorized signatory)
………………………..(designation)
FORM – 8

FINANCIAL CAPACITY OF BIDDER

(On the letterhead of a qualified Chartered Accountant)

Dated: [●]

Certificate of Financial Capacity

We certify that M/s __________, which is a company registered under the Companies Act, 1956 / a registered partnership firm under relevant Indian laws, as per its audited books of accounts, has the following Turn Over in the last three financial years:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turn Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
</tbody>
</table>

We further certify that the said Turn Over have been calculated in accordance to the formula specified in the Bidding Documents.

Name of Chartered Accountant:
Seal of Chartered Accountant:

[Signature]
[Name of Chartered Accountant]
{Registration No.}
FORM - 9

FINANCIAL SITUATION

(On the letterhead of a qualified Chartered Accountant)

<table>
<thead>
<tr>
<th>Financial Data for previous 3 years</th>
</tr>
</thead>
</table>

Information from Balance Sheet

1. Total Assets

2. Total Liabilities (secured loans, unsecured loans and current liabilities)

3. Misc. expenditure to the extent not written off

4. Net worth (1-2—3)

A. Investments\(^1\)

B. Current Assets

i. Inventories

ii. Sundry debtors

iii. Cash & Bank and other current assets\(^3\)

iv. Loans & Advances\(^3\)

Total Current Assets
### C. Current liabilities and provisions

<table>
<thead>
<tr>
<th></th>
<th>Current liabilities and provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Current liabilities and provisions</td>
</tr>
<tr>
<td>ii.</td>
<td>Provisions</td>
</tr>
<tr>
<td>iii.</td>
<td>Unsecured loans</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total Current liabilities and provisions</th>
</tr>
</thead>
</table>

**Information from Income Statement**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td></td>
</tr>
<tr>
<td>Profit before taxes</td>
<td></td>
</tr>
<tr>
<td>Profits after taxes</td>
<td></td>
</tr>
</tbody>
</table>

1. Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.

2. Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.

3. Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.

4. Amounts repayable within one year shall be included.

Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 3 years as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the bidder

i) Historical statements must be audited by a certified accountant
<table>
<thead>
<tr>
<th></th>
<th>Historical statements must be complete, including all notes to the Financial Statements.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</td>
</tr>
</tbody>
</table>

Name of Chartered Accountant:

Seal of Chartered Accountant:

[Signature]

[Name of Chartered Accountant]

[Registration No.]
FORM - 10

BID SECURITY BANK GUARANTEE

Bank’s Name, and Address of Issuing Branch or Office

Beneficiary: West Bengal Text Book Corporation Limited, 11, B.T. Road, Kolkata – 700 056

A/c. No.: 
Name of Account holder: 
Bank name and branch: 
IFS Code: 
Date:  
Bid Security No: 

We have been informed that name of the bidder (hereinafter called “the bidder”) has submitted to you its bid dated (hereinafter called “the bid”) for the execution of name of contract under Bid Reference No.: dated __07.2017 (the “e-NIT”)

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the bidder(by member of the consortium, We name of Bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. 7,00,00,000/- (Rupees Seven Crores only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2; 

(b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1; 

(c) If it is found that any record submitted by any bidder is incorrect, manufactured or fabricated, false and /or untrue.
(d) During tender evaluation or even during performance of contract, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if Contract has already been awarded, the Contract will be cancelled, without any prejudice to any rights of the Corporation. In that case the BID Security/EMD will be forfeited.

(e) If the bidder is declared disqualified in terms of ITB 4.3;

(f) If the Selected Bidder fails to:
   i) sign the Contract in accordance with ITB 37.1;
   ii) furnish a Performance Security in accordance with ITB 38.1 or, a Mobilisation Advance Bank Guarantee in accordance with ITB 38.2; or

(g) If the bidder is otherwise in breach of the terms of the Bidding Documents.

This Guarantee will expire: (a) if the bidder is the Selected Bidder, upon our receipt of copy of the Agreement signed by the bidder and the Performance Security issued to you upon the instruction of the bidder, and (b) if the bidder is not the Selected Bidder, upon the earlier of (i) our receipt of a notice from you that the Agreement has been signed with the Selected Bidder, or (ii) upon expiration of a period of 180 days, from the date of last submission of bid in terms of the ITB.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the Beneficiary. This Guarantee is unconditional.

Notwithstanding anything contained herein above, our liability under the Guarantee is restricted to Rs. 7,00,00,000/- (Rupees Seven Crores only) and this Guarantee shall be valid till ___________. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

.........Bank’s seal and authorized signature(s).
FORM - 11

JOINT BIDDING AGREEMENT
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ............ day of ............ 2017

AMONGST

1. {............... , a company incorporated under the provisions of Companies Act, 1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008} and having its {registered office/ office} at ............ (hereinafter referred to as the “First Part” or the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {............... , a company incorporated under the provisions of Companies Act, 1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008} and having its {registered office/ office} at ............ (hereinafter referred to as the “Second Part” or the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {............... , a company incorporated under the provisions of Companies Act, 1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008} and having its {registered office/ office} at ............ (hereinafter referred to as the “Third Part” or the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”
WHEREAS:

(A) West Bengal Text Book Corporation Limited (hereinafter referred to as the “WBTBCL” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) by its Request for Proposal vide RFP No. [•] dated [•] (“RFP”) for selection of bidders for ‘Procurement of 60,00,000 (approx.) school bags for students studying in Classes V to VIII in the State of West Bengal’ (the “Contract”).

(B) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Bidding Documents in respect of the Contract, and

(C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Joint Bidding Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations
   In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium
   2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project.

   2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.
3. **Role of the Parties**

The Parties hereby undertake that Party of the First Part, which has a manufacturing facility of its own, shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

4. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Documents and the Contract, during subsistence of the Contract.

5. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

   (i) require any consent or approval not already obtained;
(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
6. **Termination**

This Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period under the Agreement. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the bid security by the Corporation to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the bid security by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

7. **Miscellaneous**

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of the Corporation.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)
SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 

2. 

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the applicable laws.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
FORM - 12

FORM OF NOTIFICATION OF AWARD
(On the letter head of the Corporation)

No. : _______ / Dated:

Name & Address of the bidder

Dear Sirs,

Sub: Bid Reference No. : ............ dated ............
Ref:  Your tender dated ________________

This is to notify you that your tender for supply of the school bags under reference has been accepted by us for a total Contract Price of Rs. __________/- (Rupees __________ only) for supply of ________ school bags as per specifications given in Section - V of the Bidding Documents.

Pursuant to Clauses 13 and 14 of the GCC, you are required to furnish irrevocable unconditional Performance Security by way of bank guarantee and a Mobilisation Advance Bank Guarantee, for an amount equivalent to 10% (ten percent) of the Contract Price. Such securities of an amount of Rs. __________/- (Rupees __________ only) each are thus required to be submitted within 7 working days from the receipt of this Notification of Award.

The time allowed for supply of the school bags will be reckoned from the date of this Notification of Award.

You are requested to contact __________ (complete designation and address of the project-in-charge) for carrying out the Contract.

You are also requested to send this Agreement duly executed along with the Performance Security and Mobilisation Advance Bank Guarantee. It may be noted
that no payment shall be made for any school bags delivered by you till the Agreement is executed and till such time the Performance Security and Mobilisation Advance Bank Guarantee has been submitted by you.

This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Notification of Award shall constitute a binding contract between us pending execution of formal Agreement.

Yours faithfully,
For West Bengal Text Book Corporation Limited

Assistant Manager (Purchase)

We accept the above
For _________________

(Name of authorized signatory)
SECTION - IV

SCHEDULE OF REQUIREMENTS (SOR)

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

2. SCOPE
This standard prescribes the requirements, methods of sampling and tests for school bags.

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

4. REQUIREMENTS

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<tr>
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<th>UNIT</th>
<th>SPECIFICATION</th>
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<td>THICKNESS AND WEIGHT PER METER</td>
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<td>quality of adequate strength.</td>
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<td>OUTER LAYER</td>
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<td>INNER LAYER</td>
<td>Cross linked expandable polyethelene foam</td>
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<td>CUSHION FOAM</td>
<td>Cross linked expandable polyethelene foam of 6mm thickness</td>
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<td>ZIP</td>
<td>Polyethylene terephthalate (Pet.) 8no. Zip 100 yards=1.8 kg</td>
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<td>knitted polyester fabric</td>
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<td>ID CARD</td>
<td>Transparent PVC good quality.</td>
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<td>Polypropylene should not break at 04 kgf.m minimum impact</td>
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<td>9.14</td>
<td>TEST</td>
<td>Drop Test</td>
<td>Should not fail at 10 kg.</td>
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<td>9.15</td>
<td>NO. OF STITCHES</td>
<td>6-9 STITCHES</td>
<td>25M M OF STITCHES</td>
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<tr>
<td></td>
<td>Exposed portion of main fabric</td>
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<td>All exposed inner portion</td>
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### MANUFACTURING, WORKMANSHIP AND FINISH

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

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

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

5.4 The school bag shall be assembled ‘lock stitch’ or ‘chain stitch’ regulated to give 6 to 8 stitches per 25 mm. All ends shall be securely fastened, off and loose threads properly trimmed.
5.5 Two buckles with straps shall be provided in the bag for closure as shown in the diagram.

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

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

5.8 Thread to be used: Spun polyester.

5.9 Adjustable strip be stitched along center bottom. Specification of bag shoulder not mentioned should be 600 X 600 diem. Both side polyester fabric, with PU coated and inside 6 mm foam.

5.10 Packing specification: 50 bags in one carton.

6. TESTS :-

6.1 **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 metre 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.

6.2 **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 10 times. 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.
Tentative diagram of School Bag
Logo to be printed in the school bags will be as follows:

3 inch diameter
SECTION – V

GENERAL CONDITIONS OF CONTRACT (GCC)

1) Definitions

The following words and expressions shall have the meanings hereby assigned to them-

a) “Acts” mean the Central Goods and Services Tax, 2017, West Bengal Goods and Services Tax Ordinance, 2017 and all related ancillary legislations which provides for tax on the supply of Goods which becomes operative in respect of the provisions of this Agreement.

b) “Completion” means completion of supply of the Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.

c) “Contract” means the Agreement entered into between the Corporation and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.

d) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

e) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

f) “Corporation” means West Bengal Text Book Corporation Limited.

g) “Day” means calendar day.

h) “Delivery” means the transfer of the Goods by the Supplier to the Corporation in accordance with the terms and conditions set forth in the Contract.

i) “GCC” mean the General Conditions of Contract.
j) “Goods” means all such school bags being procured by the Corporation including the guarantees/ warrantees and/or other materials that the Supplier is required to supply to the Corporation under the Contract.

k) “Rules” means Rules framed under the West Bengal Value Added Tax Act, 2003, the Central Goods and Services Tax, 2017, the West Bengal Goods and Services Tax Ordinance, 2017 or any other legislations as may be applicable.

l) “Supplier” means the company/ partnership firm/ limited liability partnership/ consortium, whose bid to perform the Contract has been accepted by the Corporation and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

In the GCC, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and

(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record. The marginal words and other headings shall not be taken into consideration in the interpretation of the GCC.

2) **Contract Price**

Contract Price shall mean the total Contract Price referred to in the Agreement. Unless otherwise stated:

(a) payment for the supply of Goods shall be made on the basis of the Contract Price;

(b) all charges for delivering at the various sites fixed for delivery thereof from time to time shall be included in the Contract Price and nothing shall be payable on this account; and
(c) the Supplier shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs.

3) **Communications / Notices**

Wherever the GCC provides for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:
(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission; and
(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:
   (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
   (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

4) **Governing Law and Language**

a) The Contract shall be governed by and interpreted in accordance with the laws of India.

b) The language in the Contract shall be English only. The language for communication for the purpose of this Contract shall be English only.

c) In addition to this, any document, which is in any language other than English, shall be translated to English and certified.

d) If there are versions of any part of the Contract which are written in more than one language, the version which is in English shall prevail.

e) The Supplier shall familiarize itself with the local laws and administration of West Bengal and comply with them.
5) **Scope of Supply**
   a) Subject to the provisions in the Bidding Documents and the Contract, the Goods to be supplied shall be as specified in the Bidding Documents.
   b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Goods as if such items were expressly mentioned in the Contract.

6) **Delivery of complete school bags**
   a) Subject to the conditions of the Contract, the delivery of the Goods shall be in accordance with the delivery and completion schedule to be provided by the Corporation from time to time and as may be revised by the Corporation from time to time. The school bags, as per specifications given in Section – IV (Schedule of Requirements) will have to be supplied at the 726 CLRCs within 341 Blocks/Municipalities fixed by the Corporation or where the same are planned to be handed over to the recipient or at such other place in the State as the Corporation may decide. Delivery of the entire Goods in fully finished condition shall have to be completed as per the Annexure B hereof and delivery of the school bags shall commence within 30 days from the date of issuance of the Notification of Award.
   b) The Contract for the supply can be terminated at any time by the Corporation, if the supplies are not made to its satisfaction or the Contract has otherwise been repudiated by the Supplier, after giving an opportunity to the Supplier of being heard.
   c) The Supplier shall arrange to supply the ordered Goods as per specifications within the specified delivery/ completion period at the 726 CLRCs within 341 Blocks/Municipalities to be specified by the Corporation.
7) **Supplier's Responsibilities**

The Supplier shall supply all the Goods included in the Scope of Supply in accordance with the provisions of the Bidding Documents and Contract.

8) **Corporation's Responsibilities**

Whenever local laws or the supply of Goods require that the Supplier obtain permits, approval, and other licenses from local public authorities, the Corporation shall, if so required by the Supplier, make its best endeavour to support the Supplier in complying with such requirements in a timely and expeditious manner.

9) **Recoveries from Supplier**

a) Recovery of penalty, short supply, breakage, rejected school bags shall be made ordinarily from bills.

b) The Corporation shall withhold amount to the extent of penalty, short supply/ installation /deployment, breakage and rejected school bags unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from dues of the Supplier and Performance Security available with the Corporation.

c) The balance, if any, shall be demanded from the Supplier and when recovery is not possible, the Corporation shall take recourse to the Bengal Public Demand Recovery Act, 1913 or any other law in force.

10) **Taxes & Duties**

a) The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Corporation.

b) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Corporation shall use its best endeavour to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
11) **Liquidated Damages**

a) Subject to the provisions of GCC Clauses 21 - ‘Force Majeure’ and 16 - 'Extensions of Time', if the Supplier fails to deliver any or all of the Goods within the periods specified in the Contract or the delivery schedule fixed by the Corporation from time to time, the Corporation shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, 5% of the value of the undelivered Goods for each completed weeks of delay up to the maximum of 10% of the value of the undelivered Goods.

b) Fraction of a week in reckoning period of delay in supplies shall be eliminated if it is less than half a week.

c) The sums of Liquidated Damages in terms of this clause represent a genuine pre-estimate of the damages likely to be suffered by the Corporation if such delay occurs.

d) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made in terms of clause 9(b) of the GCC.

e) In case of delay by more than a week, the Corporation will have the option to buy from the market or from the next lowest bidder (such as L2 or L3), the undelivered Goods at the risk and cost of the Supplier. The mode and method of such risk purchases will be at the total discretion of the Corporation.

12) **Intellectual Property Rights, Claims and Indemnity**

a) The Supplier shall, subject to the Corporation's compliance with sub-clause (b) below, indemnify and hold harmless the Corporation and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Corporation may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the supply of the
Goods by the Supplier or the use of the Goods by the Corporation or its beneficiaries.

b) If any proceedings are brought or any claim is made against the Corporation arising out of the matters referred to above, the Corporation shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the name of the State of West Bengal, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the Supplier fails to notify the Corporation within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Corporation shall be free to conduct the same on its own behalf and at the expenses of the Supplier.

d) The Corporation shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

e) The Supplier shall have to use such words, pictures, logo or a combination of words, pictures, logo or a combination of words, pictures or logos as have been directed by the Corporation on the school bags to be supplied by the Supplier, before distribution amongst the beneficiaries thereof without any additional cost and the Supplier shall have no objection to the same. The Supplier shall also remove if directed so to do by the Corporation, its trademarks, logos and other identifying features from such school bags prior to supply thereof. The addition and removal as aforesaid shall be carried out by the Supplier neatly and without compromising the aesthetic quality of the school bags.

13) **Performance Security**

a) The Supplier shall obtain (at its cost) a Performance Security for proper performance, equal to 10% of Contract Price prior to of signing the Agreement.

b) The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled bank.
c) The Supplier shall ensure that the Performance Security is / remains valid and enforceable for a period not less than 30 days after the Defect Liability Period as specified in clause 18 of the GCC. If the terms of the Performance Security specify its expiry date and the Supplier has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Supplier shall extend the validity of the Performance Security until the expiry of the Defect Liability Period.

d) The Corporation shall not make a claim under the Performance Security, except for amounts to which the Corporation is entitled under the Contract in the event of:

(i) failure by the Supplier to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Corporation may claim the full amount of the Performance Security,

(ii) failure by the Supplier to pay the Corporation an amount due in terms of this Contract,

(iii) failure by the Supplier to remedy a default within such reasonable period as may be specified by the Corporation in its notice after receiving its notice requiring the default to be remedied, or

(iv) circumstances which entitle the Corporation to terminate the Contract under sub-clauses 23 (a) [Termination for Default] and 23 (b) [Termination for Insolvency], irrespective of whether notice of termination has been given.

The Corporation shall return the Performance Security to the Supplier within 21 days after the Supplier has become entitled to receive the Performance Certificate.

14) Mobilisation Advance Bank Guarantee

a) Mobilisation Advance Bank Guarantee amounting to 10% of the Contract Price has to be provided by the Supplier alongwith the Performance Security, which shall be valid for 6 months after the date of issue of the Notification of Award.
b) Such Mobilisation Advance Bank Guarantee may not be required to be renewed. However, if the Mobilisation Advance has not been repaid to the Corporation completely within 5 months from the issue of the Notification of Award or for any other valid ground, the Corporation may require the Supplier to extend the Mobilisation Advance Bank Guarantee for such additional time period as required.

c) The Corporation shall return the Mobilisation Advance Bank Guarantee to the Supplier within 10 working days after the entirety of the Mobilisation Advance has been deducted from the monthly bills of the Supplier.

15) **Transportation**

a) Unless otherwise specified, obligations for transportation and delivery of the Goods shall be by the Supplier in accordance with the conditions and terms specified in the GCC.

b) The Goods shall be supplied at 726 CLRCs within 341 Blocks/Municipalities fixed by the Corporation. All transportation charges, local taxes, etc. shall be borne by the Supplier.

16) **Rejection**

a) Goods not approved during inspection or testing shall be rejected and will have to be replaced by the Supplier at its own cost within the time fixed by the Corporation.

b) If, however, due to exigencies, such replacement either in whole or in part, is not considered feasible, the Corporation after giving an opportunity to the Supplier of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

c) The rejected Goods shall be removed by the Supplier within 15 days of intimation of rejection, after which the Corporation shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the Supplier's risk and account.
17) **Extensions of Time**

a) If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods pursuant to clause 6 of GCC – Delivery, the Supplier shall promptly notify the Corporation in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Corporation shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

b) Except in case of Force Majeure, as provided under GCC, or reasons beyond the control of the Supplier under sub-clause (a) above, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to clause 11 of GCC - Liquidated Damages.

18) **Fitness of Goods**

a) The Supplier shall certify as per Form – 6 (Undertaking of Conformity/ No Deviation and Rate Validity) of Section - III (Bidding Forms), that the supplied Goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in the Bidding Documents and are free from defects in material, workmanship and service.

b) Each school bag supplied should conform strictly to the technical specifications indicated in Section - V (Schedule of Requirements) of the Bidding Documents and the School Inspectors/ District Magistrates/ representatives of the Corporation/ any agency appointed by the Corporation would be at liberty to get the school bags tested in any manner whatsoever as may be considered necessary. In the event of any of the school bags failing to conform to specifications, the entire lot supplied will have to be individually tested in a NABL accredited testing laboratory at the risk cost and expenses of the Supplier.
c) If during the contract period, the said Goods be discovered counterfeit/unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Corporation in that behalf will be final and conclusive), notwithstanding the fact that the Corporation may have inspected and/or approved the said Goods, the Corporation will be entitled to reject the said Goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the Goods will be at the Supplier's risk and all provisions relating to rejection of Goods etc., shall apply. The Supplier shall, if so called upon to do, replace the Goods etc., or such portion thereof as is rejected by the Corporation, otherwise the Supplier shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Supplier in that behalf under this GCC or otherwise.

d) Goods accepted by the Corporation in terms of the GCC shall in no way dilute Corporation's right to reject the same later, if found deficient in terms of the this clause of the GCC.

e) If the Corporation or the GoWB decides to appoint a third party agency for inspection and evaluation to measure the success of the project, the Supplier shall share all information and co-operate with such third party monitoring/agency.

19) **Guarantee/Warranty/After Sales Service (Defect Liability Period)**

The Supplier guarantees that the Goods would continue to conform to the description and quality as specified for a period of 6 months from the date of respective supply of the school bags to be purchased and till the period of 6 months from the date of supply of the last school bags by the Supplier shall be treated as Defect Liability Period. The Supplier guarantees that notwithstanding the fact that the Corporation may have inspected and/or approved such school bags, if during the aforesaid period of 6 months, the school bags be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Corporation in that behalf will be final and conclusive), the
Corporation will be entitled to reject such of the school bags as may be
discovered not to conform to the said description and quality. Once such
rejection takes place, the school bags so rejected, will be at the Supplier’s risk and
all the provisions relating to the rejection of school bags shall apply. The Supplier
shall if so called upon to do, replace the rejected school bags or such portion
thereof as called upon by the Corporation and in default the Supplier shall pay
such damage as may arise by reason of the breach of the condition herein
contained. Nothing herein contained shall prejudice any other right of the
Corporation in that behalf under this GCC or otherwise.

The Supplier guarantees that all the Goods would be on supply dates be new,
unused and at least meets or exceeds the Technical Specifications as provided in
the bidding documents.

The Supplier further guarantees that the Goods shall be free from defects arising
from any act or omission of the Supplier or arising from defects in design,
materials, and workmanship, under normal use.

The guarantee shall remain valid for 6 months from the date of delivery of the
school bags. This guarantee shall cover all items / components irrespective of the
fact whether the Supplier has manufactured these or not.

The benefit of the guarantee / warranty shall without any act, deed or thing to be
done by the Supplier or the Corporation be passed onto/ devolve for the benefit
of the respective recipients of the Goods. For the purpose of working out of the
clause of after sales service for the benefit of the respective recipients, the
following method shall be followed: -

(a) The recipients shall bring the school bags to the school authority and
the school authority shall intimate the Supplier nature of the defects
complained of.
Upon receipt of such information, the Supplier shall, within a period of 15 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Corporation or the recipients thereof.

If having been notified, the Supplier fails to remedy the defect within a period of 15 days, on being informed, the Corporation may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Corporation may have against the Supplier under the Contract.

The Corporation in its sole discretion, may direct the Supplier to provide warranty cards against each school bag stamping thereupon the period of warranty and the extent of its coverage.

20) **Performance Certificate**

Performance of the Supplier’s obligations shall not be considered to have been completed until the Corporation has issued the Performance Certificate to the Supplier after completion of the Defects Liability Period, stating the date on which the Supplier completed its obligations under the Contract to the satisfaction of the Corporation.

Only the Performance Certificate shall be deemed to constitute acceptance of the supply / delivery of the Goods to the satisfaction of the Corporation.

21) **Limitation of Liability**

Except in cases of gross negligence or willful misconduct:-

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalty or other damages to the Corporation; and
(b) the aggregate liability of the Supplier to the Corporation, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective goods, or to any obligation of the Supplier to indemnify the Corporation with respect to infringement of laws relating to intellectual property rights.

22) **Force Majeure**

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

   b) For the purposes of this Contract, Force Majeure would be limited to the happening of the one or more of the exceptional events or circumstances listed below at the place where performance of the Contract cannot be said to be carried out by reason of operation of such event:

      (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

      (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;

      (iii) riot, commotion, disorder, strike or lockout by persons other than the Supplier's personnel and other employees of the Supplier;

      (iv) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

   c) If a Force Majeure situation arises, the Supplier shall promptly notify the Corporation in writing of such condition and cause thereof. Unless otherwise directed by Corporation in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means at its cost for performance not prevented by Force Majeure event.
23) **Change Orders and Contract Amendments**

a) The Corporation may at any time order the Supplier through notice in accordance with clause 3 of the GCC – ‘Communications/Notices’ above, to make changes within the general scope of the Contract in any one or more of the following:

   i) specifications of the Goods;
   
   ii) the method of delivery; and
   
   iii) the place of delivery.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery and completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 28 (twenty-eight) days from the date of the Supplier's receipt of the Corporation’s change order.

c) Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

d) The Corporation may in its discretion, depending on the requirements or other factors, at any time, vary the total quantity of Goods to be supplied by the Supplier. However such variation (increase or decrease) shall not be more than 10% of the Goods to be supplied as per the original Contract.

e) Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 10% of the Goods to be supplied as per the original Contract and shall have to be made within one month from the date of last supply. If the Supplier does not carry out such supply of additional Goods as per amendment order within the time fixed for such supply, the Corporation shall be free to
arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

24) **Termination**

a) **Termination for Default** -

(i) The Corporation without prejudice to any other remedy under the Contract for breach of contract by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) If the Supplier fails to deliver any or all quantities of the Goods within the respective periods specified in the Contract, or any extension thereof granted by the Corporation pursuant to clause 16 of the GCC – ‘Extensions of Time’; or

(b) If the Supplier fails to perform any obligation under the Contract.

(ii) In the event the Corporation terminates the Contract in whole or in part, pursuant to clause (i) above, the Corporation may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed and the Supplier shall be liable to the Corporation for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

b) **Termination for Insolvency** - The Corporation may at any time terminate the Contract by giving notice to the Supplier, if the Supplier becomes bankrupt or is otherwise declared insolvent or insolvency resolution process is admitted against the Supplier. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.
c) **Termination for Convenience** -

(i) The Corporation, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.

(ii) The notice of termination shall specify that termination is for the Corporation's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(iii) The Goods that are complete and ready for shipment at the time of Supplier's receipt of the notice of termination may, if required, be accepted by the Corporation at Contract terms and prices.

25) **Dispute Resolution Mechanism**

Unless settled amicably, all disputes and differences shall be settled by the parties by arbitration. Unless otherwise agreed by both parties:

(a) the dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996,

(b) the dispute shall be settled by a sole Arbitrator to be appointed by the Principal Secretary, Department of School Education, Government of West Bengal,

(c) the arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996,

(d) the arbitration shall be held at Kolkata,

(e) Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of the Contract, and

(f) the arbitration shall be conducted in English.

26) **Local Conditions**

a) The Supplier is expected to get fully acquainted with local conditions and factors, which may have any effect on the performance of the Contract and/or cost.
b) The Supplier is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of Notification of Award as described in the Bidding Documents. The Corporation shall not entertain any request for clarification from the Supplier regarding such local conditions.

c) It is the Supplier's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Corporation.

d) No change in the time schedule of the Contract or any financial adjustments arising thereof shall be permitted by the Corporation, on account of failure of the Supplier to know local laws / conditions.

e) The Supplier is expected to obtain all information that may be necessary for preparing the bid.

27) **Income Tax and GST Registration / Certificate**

   The Supplier (or the consortium) shall hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Department of Income Tax, Government of India and shall be required to be registered under the Central Goods and Services Tax Act, 2017. The title of the Goods and risk associated with the Goods shall pass from the Supplier to the Corporation at the point of delivery of the complete school bags as per specifications to the Contractor and acceptance thereof. The sale for the purpose of the Acts shall be deemed to be taken place within the State of West Bengal at the point of delivery of the complete school bags. The Supplier (or the consortium) shall accordingly be liable to pay GST and invoices raised by the Supplier shall mention the GST Identification Number.

28) **Terms of Payment**

   a) The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.
b) Mobilisation Advance -

i) Within 7 working days from the issue of Notification of Award in favour of the Supplier and upon issue of Performance Security and Mobilisation Advance Bank Guarantee, the Corporation shall pay Mobilisation Advance amounting to 10% of the Contract Price to the Supplier, by way of bank transfer.

ii) Such Mobilisation Advance (without imposition of any interest) on such amount to be compounded annually shall be adjusted by the Corporation from the payment of each monthly bill to be paid to the Supplier subject to the same not exceeding 20% of the monthly bill. The unadjusted Mobilisation Advance as aforesaid in a calendar month shall be carried forward for adjustment in the next calendar month(s) subject to the aforesaid limit.

c) The payment will be made by the Corporation to the Supplier on complete satisfactory supply of school bags in respective districts as per specifications after being duly inspected by the School Inspectors of each Block and upon certificate being issued in terms of clause 28(b) of the GCC hereinbelow. The payment shall be made in phases depending upon the completion of supply in accordance with the delivery schedule in Annexure B hereto.

29) Payment Schedule

a) The Supplier's request for payment shall be made to the Corporation in writing, accompanied by invoices describing, as appropriate, the Goods delivered and by the required documents submitted pursuant to GCC and upon fulfillment of all the obligations stipulated in the Contract. Such invoices shall be raised monthly. If the Supplier is a consortium, the consortium shall raise the invoices.
b) Invoices against the supply will have to be raised in duplicate in the name of “West Bengal Text Book Corporation Limited”, along with supporting documents including supply challans etc. duly received from the Sub-Inspector of the concerned School. Within 15 days of submission of such invoices along with the requisite documents, representative of the School Education Department shall inspect the supplied school bags and payment shall in ordinary course be made to the Supplier (or if the Supplier is a consortium, to the consortium) within 21 days of submission of such bills along with the requisite documents. However, payment would be made from the Head Office of the Corporation only after satisfactory completion of delivery of the requisite number of school bags as per specifications and obtaining certificates to that effect in the format prescribed at Annexure - A, from the Officer authorized by the School Education Department as well as subject to the approval of the Department of School Education. Statutory deductions like Income Tax would be made from the bills, at applicable rates.

c) Due payments shall be made promptly as far as possible within 21 days from receipt of all documents mentioned in clauses (a) and (b) above by the Corporation and subsequent to receipt of payment from the School Education Department.

d) All remittance charges will be borne by the Supplier (or if the Supplier is a consortium, by the consortium).

e) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.

f) Any penalties, as applicable, for delay and non-performance, as mentioned in the Bidding Documents, will be deducted from the payments for the respective/ prospective quarters.

g) Taxes as applicable, will be deducted at source, from due payments, as per prevalent rules and regulations.

h) The Supplier shall abide by any deductions made from the bills by the School Education Department.
i) Payment to the consortium, if the Supplier is a consortium, shall be deemed adequate discharge of the Corporation to the Supplier and claims regarding payment from any other members of the consortium shall not be admissible by the Corporation.

30) **Subcontracting**

The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Corporation.

31) **Consortium**

In the event the Supplier is a consortium of persons, the lead member shall be principally liable for the proper manufacturing and supply obligations of the goods being procured; without however limiting the joint and several liability of all members for the performance of all obligations under this Contract.
ANNEXURE - A

TO WHOM IT MAY CONCERN

Certified that M/s .............................................................. has supplied ............. (in words) .............................................................. number of school bags for distribution among students of classes V to VIII of .............................................................. development Block in .............................................................. District on ............. (date) in terms of Work Order No. .............................................................. dated ......................... of the West Bengal Text Book Corporation Limited.

The school bags are in conformity to the specifications mentioned at Section - IV of the Bidding Documents. The Warranty Cards for each of the school bags have also been received (If applicable).

Date: 
Place: ..............................................

Sub Inspector of School

Countersigned

..............................................

DPO/PBSSM/RMSA/Authorised Persons of Department
Office Seal

Countersigned

..............................................

District Inspector School (Primary)

Office Seal
ANNEXURE - B
DELIVERY SCHEDULE

<table>
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<tr>
<th>Tranches</th>
<th>Period</th>
<th>Minimum supply to be made</th>
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<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Tranche</td>
<td>Within 60 days from issuance of Notification of Award</td>
<td>20% of the total Goods to be supplied</td>
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<td>2&lt;sup&gt;nd&lt;/sup&gt; Tranche</td>
<td>Within the next 30 days unless extended by the Corporation</td>
<td>40% of the total Goods to be supplied</td>
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<td>3&lt;sup&gt;rd&lt;/sup&gt; Tranche</td>
<td>Within the next 30 days unless extended by the Corporation</td>
<td>60% of the total Goods to be supplied</td>
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<td>4&lt;sup&gt;th&lt;/sup&gt; Tranche</td>
<td>Within the next 60 days unless extended by the Corporation</td>
<td>100% of the total Goods to be supplied</td>
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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, the Corporation 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, the Corporation 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.
THIS AGREEMENT is made on __________ day of ______________ Two Thousand __________ between the WEST BENGAL TEXT BOOK CORPORATION LIMITED (WBTBCL) hereinafter called the “Corporation” (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. ______________ hereinafter called the “Supplier” (which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Corporation had invited bids for procuring 60,00,000 (approx.) school bags for students (boys and girls) studying in Classes V to VIII in the State of West Bengal and has by Notification of Award dated ______ accepted the tender submitted by the Supplier in respect of Bid Reference No. : …………… dated ………… for supply of ______ school bags at a total Contract Price of Rs. __________/- (Rupees ______________________ only) @ Rs. ______/- per school bag.

NOW THIS AGREEMENT WITNESSETH as follows :-
1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. **Documents**

   The following documents in conjunction with addenda/corrigenda to Bidding Documents shall be deemed to form and be read and construed as part of this Agreement viz.

   (i) Notice Inviting e-Tender (e-NIT)
   (ii) Instructions to Bidders (ITB)
   (iii) Bidding Forms (BDF)
   (iv) Schedule of Requirements (SOR)
   (v) General Conditions of Contract (GCC)
   (vi) Contract Forms (COF)
   (vii) Amendment to Bidding Documents

   This Agreement, and all other Sections to the Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

   (a) this Agreement and the GCC;
   (b) Schedule of Requirements;
   (c) Notice Inviting e-Tender (e-NIT) and Instructions to Bidders (ITB); and
   (d) all other agreements and documents forming part hereof;

   i.e. the documents at (a) above shall prevail over the agreements and documents listed thereafter.
3. **Previous Communications**

The documents constitute the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Goods to be supplied in accordance with the Contract.

4. **Rate Validity**

The rate / unit prices of each school bag shall remain valid for 12 months from the date of Notification of Award.

5. **Supply of Goods**

In consideration of the payment to be made by the Corporation to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Corporation to supply the requisite number of school bags as per the Bill of Materials provided in Annexure – A, at the places mentioned therein in conformity in all respects with the provisions of the Contract. An entire list of the districts where the supply of school bags has to be made by the Supplier along with the contact details of the personnel who will be responsible for taking delivery of the school bags is provided in Annexure – B herein.

6. **Payment**

The Corporation hereby covenants to pay to the Supplier in consideration of the supply of the Goods and remedying of any defects therein till the Defect Liability Period, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

7. **Commencement of Supply of Goods**

This Contract will remain in effect from the date of the Notification of Award and continue till supply is completed within 6 months from the date of the
Notification of Award unless extended or terminated earlier in accordance with the provisions of the Contract.

8. **Acknowledgement**
The Supplier shall confirm acceptance of the terms of this Contract by signing and returning to the Corporation, the duplicate copy enclosed herewith within a period of 7 working days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

| _______________________________ | _______________________________ |
| In the capacity of __________  | For and on behalf of West Bengal  |
| On behalf of M/s. _____________ | Text Book Corporation Limited    |
| ( The Supplier)                | (The Corporation)                |
| In the presence of             | In the presence of               |
| Witnesses (Signature, Name &  | Witnesses (Signature, Name &    |
| Designation)                   | Designation)                    |
| 1.                             | 1.                               |
| 2.                             | 2.                               |
ANNEXURE-A

BILL OF MATERIALS (BoM)

Supply of ___ nos. of school bags in good condition as per specifications is required to be supplied at the following delivery points:

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<tr>
<th>Sl. No.</th>
<th>Place of delivery</th>
<th>Approximate Quantity(^1)</th>
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\(^1\) Subject to change
ANNEXURE-B

(Locations)

The list of locations with Districts are as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Municipality / Panchayat Name</th>
<th>Name of District</th>
<th>Relevant Office</th>
<th>Contact No.</th>
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FORM OF PERFORMANCE SECURITY BANK GUARANTEE
(To be executed on stamp paper of appropriate value)

B.G. No. Date: [●]

West Bengal Text Book Corporation Limited (WBTBCL),
Kolkata.

WHEREAS
In consideration of WBTBCL having agreed under the terms and conditions of Contract made vide its Notification of Award No.______dated _____ in favour of ________________, having its registered office at ______ (hereinafter called “the said Supplier”, which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) for “Procurement of 60,00,000 (approx.) school bags for students (boys and girls) studying in Classes V to VIII in the State of West Bengal” under Bid Reference No. : ______ dated ______ (herein after called the said “Agreement”) the Supplier having agreed to production of an irrevocable Bank Guarantee for Rs. ______________ (Rupees __________ only) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at _____ and one of the branch offices at ______________ (hereinafter referred to as the “Bank”), at the request of the Supplier, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Supplier as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBTBCL an amount of Rs [●]/- (Rupees [●] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without
reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said bidding documents and on its part to be paid, observed and performed.

2. Any such written demand made by WBTBCL stating that the Supplier is in default of the due and faithful fulfillment and performance of the obligations of the Supplier contained in the bidding documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Supplier or any other person and irrespective of whether the claim of WBTBCL is disputed by the Supplier or not merely on the first demand from WBTBCL stating that the amount claimed is due to WBTBCL by reason of failure of the Supplier to fulfill and perform its obligations contained in the bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 30 days after the Defect Liability Period as specified in clause 18 of the GCC and thereafter for such extended period as may be mutually agreed between WBTBCL and the Supplier, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that WBTBCL shall be the sole judge to decide as to whether the Supplier is in default of due and faithful fulfillment and performance of its obligations contained in the bidding documents and the decision of WBTBCL that the Supplier is in default as aforesaid shall be final
and binding on us, notwithstanding any differences between WBTBCL and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Supplier or the Bank or any absorption, merger or amalgamation of the Supplier or the Bank with any other person.

7. In order to give full effect to this Guarantee, WBTBCL shall be entitled to treat the Bank as the principal debtor. WBTBCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBTBCL and the Bank shall not be released from its liability under these presents by any exercise by the WBTBCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of WBTBCL or any indulgence by WBTBCL to the said Supplier or by any change in the constitution of WBTBCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for WBTBCL to proceed against the said Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBTBCL may have obtained from the said Supplier or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBTBCL in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. ________ (Rupees………………………………… only) and this Guarantee shall be valid till ________. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: ________________
Signed and Delivered by ________ Bank

By the hand of Mr./Ms ________, its ________ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
FORM OF MOBILISATION ADVANCE BANK GUARANTEE
(To be executed on stamp paper of appropriate value)

B.G. No. 

Date: [●]

West Bengal Text Book Corporation Limited (WBTBCL)

WHEREAS
In consideration of WBTBCL having agreed under the terms and conditions of Contract made vide its Notification of Award No._______dated _____ in favour of ____________, having its registered office at _____ (hereinafter called "the said Supplier", which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) for “Procurement of 60,00,000/- (approx.) school bags for students (boys and girls) studying in Classes V to VIII in the State of West Bengal” under Bid Reference No. : _______ dated _______ (herein after called the said “Agreement”) the Supplier having agreed to production of an irrevocable Bank Guarantee for Rs. ________/-(Rupees ______ only) as a Guarantee for securing the Mobilisation Advance paid by WBTBCL in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at _____ and one of the branch offices at ______________ (hereinafter referred to as the “Bank”), at the request of the Supplier, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Supplier as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBTBCL an amount of Rs. [•] (Rupees [•] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all
or any of the terms and conditions contained in the said bidding documents and on its part to be paid, observed and performed.

2. Any such written demand made by WBTBCL stating that the Supplier is in default of the due and faithful fulfillment and performance of the obligations of the Supplier contained in the bidding documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Supplier or any other person and irrespective of whether the claim of WBTBCL is disputed by the Supplier or not merely on the first demand from WBTBCL stating that the amount claimed is due to WBTBCL by reason of failure of the Supplier to fulfill and perform its obligations contained in the Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 6 months (as applicable) from date and thereafter for such extended period as may be mutually agreed between WBTBCL and the Supplier, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that WBTBCL shall be the sole judge to decide as to whether the Supplier is in default of due and faithful fulfillment and performance of its obligations contained in the bidding documents and the decision of WBTBCL that the Supplier is in default as aforesaid shall be final and binding on us, notwithstanding any differences between WBTBCL and
the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Supplier or the Bank or any absorption, merger or amalgamation of the Supplier or the Bank with any other person.

7. In order to give full effect to this Guarantee, WBTBCL shall be entitled to treat the Bank as the principal debtor. WBTBCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBTBCL and the Bank shall not be released from its liability under these presents by any exercise by WBTBCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agent or any other forbearance, act or omission on the part of WBTBCL or any indulgence by WBTBCL to the said Supplier or by any change in the constitution of WBTBCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for WBTBCL to proceed against the said Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBTBCL may have obtained from the said Supplier or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBTBCL in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. [•] (Rupees [•] only) and this Guarantee shall be valid till ________. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: ______________________

Signed and Delivered by  ________ Bank

By the hand of Mr./Ms ________, its ________ and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)