

GOVERNMENT OF WEST BENGAL
Office of the District Magistrate & Collector
North 24-Parganas

Memo No. _____

Dated _____

NOTICE INVITING TENDER

In cancellation of this office tender notice No. 682 dt. 28/8/12, sealed tenders are invited by the District Magistrate, North 24-parganas for supply of Sports Goods for distribution to the clubs, organization etc. under North 24-Parganas District from the reputed firms / Dealers whose annual turnover in the last three years is not less than Rs. Ten lakh per year and have not less than three years experience in the field of supply works. The tenderers who had applied to the tender notice mentioned above shall have to apply afresh.

The methods of submission of TENDER amounts of Bid Security/Security Deposit and General Terms and Conditions applicable to contract have been mentioned in Annexure I, Part - II of Annexure II.

The proforma for submission of tender has been given in Annexure III (for Technical Bid) to this Notice Inviting Tender.

2. SCHEDULE OF TENDER

Tender No. : No. 736

dated. 17-09-2012

Last date and time of receipt of Tender	:	3/10/12 upto 12.00 noon
Amount of Bid Security Deposit	:	Rs. 25,000/- (Rupees twenty five thousand only)
Date & time of opening of Tender	:	3/10/12 at 3.00 PM
Venue	:	Conference Hall no. 1, Office of the District Magistrate & Collector, North 24-Parganas, Barasat.

3. The Tender form along with terms and conditions can be seen in the office Notice Board of District Youth Office, North 24 Parganas on any working day (Monday to Friday) from 10.00 am to 5.00 pm. The Tender form can also be downloaded from the website of the District i.e. north24parganas.gov.in.

4. The tenders completed in all respect must in all cases be received in this office before date and time indicated in the Schedule of Tender in Para 2 above. The tenders received after the scheduled date and time will be rejected outright. The tenders can be put in the box kept for this purpose in the chamber of the A.D.M. (T), on all working days till the last date of submission. All outstation tenders should be sent by registered post and only one tender should be kept in one cover.

14.9.12
Additional District Magistrate (Treasury)
North 24-Parganas

Memo No. 736(I)/DYO/(N)24-Parg/12

Dated. 17-09-2012

Copy forwarded for wide publicity to:-

1. The Additional Executive Officer, Zilla Parishad, North 24-Parganas.
2. The District Youth Officer, North 24-Parganas with request to display this in his notice board.
3. The District Informatics Officer, NIC, with request to upload this notice & Tender form in District website and also in the official website of Government of West Bengal for wide publicity.
4. The District Information & Cultural Officer, North 24-Parganas with request to take necessary action for wide publicity.
5. _____

14.9.12
Additional District Magistrate (Treasury)
North 24-Parganas

ANNEXURE - I

GENERAL TERMS AND CONDITIONS

Sub.: Notice Inviting Tender for supply of Sports Goods for Office of the District Magistrate, North 24-Parganas.

1. Parties:

The parties to the Contract are the contractor (the tenderer to whom the work have been awarded) and the District Magistrate, North 24-Parganas.

2. Addresses:

For all purposes of the contract the address of the contractor mentioned in the tender shall be the final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the District Magistrate, North 24-Parganas. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Bid Security:

3.1 Bid Security of Rs. 25,000/- (Rupees twenty five thousand) only must be deposited by bidders in the form of Demand Draft drawn in favour of the District Magistrate North 24 Pgs and should be submitted along with their tenders.

3.2 No request for transfer of any previous deposit of Bid Security or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Bid Security will be forfeited to the Government.

3.4 ~~The tenders without Bid Security Deposit will be summarily rejected.~~

3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of Bid Security deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical bid along with the proof of Bid Security Deposit (in form given in Annexure II) and Commercial bid (in form given in Annexure IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the District Magistrate, North 24-parganas. The outer envelope containing sealed covers should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with Tender Number, subject of Tender, whether the envelope is containing "Technical Bid" or "Commercial Bid" and date of opening of tender.

5. Signing of Tender:

The individual signing the tender or other documents connected with contract must specify whether he signs as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the District Magistrate, may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING TENDER.

6. Duration of Tender / Contract Period:

Duration of the contract shall be one year which may further be extended by the Department for another three months on the same terms and conditions of the contract.

7. Technical Bid:

The Technical bid should be submitted in form given in Annexure - III along with the Demand Draft as Bid Security for the amount indicated above along with full details of technical facilities for executing the work i.e., equipment, infrastructure etc and associated security features, and any other information sought for in Annexure II.

8. Commercial Bid:

8.1 The Commercial Bid should be submitted in form given in Annexure - IV in a separate sealed cover kept inside the main cover. The Commercial Bids of the tenderers short-listed after evaluation of technical bids only will be opened on the same date. A duly constituted District Level Tender Committee (DLTC) will evaluate the Commercial bids.

8.2 Terms of payment as stated in the Tender Document shall be final.

8.3 At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

9. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. On the date and time indicated in the "Schedule of Tender", both Technical and Commercial bids will be opened and read out in the presence of tenderers' representatives.

10. Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure - III and then on the basis of commercial information furnished in form given in Annexure - IV. The Commercial bid (Annexure IV) of such firms found valid based on technical parameters (as per Annexure III) will be opened on the same date. It must be kept in view that the no decision will be given by the Tender Committee or any inferences drawn during the meeting of this committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Part - II of Annexure II in (A&B) of this NIT.

11. Right of Acceptance:

11.1 The District Magistrate reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind him to accept the lowest or any specific tender. The decision of District Magistrate in this regard is final and binding.

11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender. Necessary Instructions regarding the amount and time provided for Security Deposit will be communicated.

13. Time Schedule for completion of Work:

The work must be completed within the period specified in the schedule mentioned in Part - II of Annexure II.

14. Security Deposit:

14.1 The successful tenderers will have to deposit in the form of Demand Draft drawn in favour of the District Magistrate, North 24-Parganas 5% of the value of works awarded to the tenderer towards Security Deposit within 7 days from the date of acceptance of the tender and produce the receipt in original to the Department. The Security Deposit will not be adjusted against any payment due to the firm from the Department.

14.2 The Security Deposit can be forfeited by order of District Magistrate in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as maybe considered by the District Magistrate sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

15. Penalty:

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as set out herein; or
- (ii) Execute the work in good and workman like manner and to the satisfaction of and by the time fixed by the District Magistrate;

(a) It shall be lawful for the Department in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any work executed otherwise than in a good and workmanlike manner to the satisfaction of and by the time fixed by the Department and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, the Department may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the Department.

(c) The powers of the Department under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 15 above.

(d) Since the work being awarded to the contractor is of important nature the time schedule given in clause 14 must be adhered to failing which a penalty at the rate of Rs. 500/- (Five hundred Only) for every day's delay will be imposed which will be recovered in the manner stated in sub-clause (b) of this clause.

(e) In case of failure of performance by any of the tenderers, the work may be assigned by the Department to any of the other firms empanelled or any other firm.

16. Natural Calamity, Strike etc.:

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in undue delay. The Department shall have the power during such stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on the Department to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials as may be necessary for timely completion of the work.

17. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company, the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the Department shall have the power to terminate the contract without previous notice.

18. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

19. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the District Magistrate, which he will be at liberty to refuse if he thinks fit.

20. Right to Call upon Information Regarding Status of Work:

The Department will have the right to call upon information regarding status of work at any point of time.

21. Precautionary Measures:

21.1 While observing the economy in costs in his own interest the contractor must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc., should not be disturbed.

21.2 The contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/copies should be retained/sold or otherwise made over by the contractor or any of his staff member to any person other than the person(s) authorized by the Department.

22. The tender is not transferable. Only one tender shall be submitted by one tenderer.

23. Terms of payment:

23.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

23.2 All payments shall be made by cheque only.

23.3 The Department shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

23.4 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Bid Security and Security Deposit governed by the separate clauses of the contract.

24. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations or as per West Bengal Government norms.

25. Eligibility Criteria

Only reputed firms whose annual turnover in the last three years is not less than Ten lakhs per year and have not less than three years experience in the field of supply of Sports Goods and the firm should not have been black listed by any Central Government / State Govt. / PSU are eligible for award of contract.

26. Summary Rejection Clause

A tender shall be summarily rejected on the following grounds:

- (i) If the tender is received after the date and time prescribed for their receipt irrespective of the fact whether tender has been opened or not;
- (ii) If the tender has been signed by an unauthorized person (signatory) even if the tenderer is ready to take the responsibility;
- (iii) If the tender has been signed by an authorized person (signatory) but fails to enclose the authority letter with the tender;
- (iv) If every page of tender has not been signed and stamp affixed by the duly authorized person;
- (v) If the tender is not received with Bid Security Deposit prescribed in the tender and in a prescribed manner e.g. the proof of EMD not kept with the Technical Bid;
- (vi) If the "Technical Bid" and "Commercial Bid" are kept in the same envelop or wrong envelopes or not marked to indicate whether it contains "Technical Bid" or "Commercial Bid";
- (vii) If the tender is incomplete in any respect;
- (viii) If the tender is submitted without following the prescribed procedure etc.
- (ix) If the tenderer refuses to accept any of the terms and conditions;
- (x) If the conditions of the tender are altered or the alternate conditions proposed, which are not acceptable to the Department;
- (xi) If it is found that the tenderer is not complying with any of the laws directly associated with the proposed tender;
- (xii) If he does not satisfy any of the mandatory eligibility criterion.

ANNEXURE - II

Sub.: Notice Inviting Tender for supply of Sports Goods for Office of the District Magistrate,
North 24-Parganas of the district

A. SPECIFICATIONS :-

PART-1

1.

Description of work

Sports Goods as mentioned below are to be supplied at the SDO Offices, BDO Offices and Municipality offices of the District. No transportation charge will be paid for Transportation. Rate of all Sports Goods will be inclusive of all carrying, loading and unloading charges.

Sl. No.	Item	Quantity (approx.)
1.	Football	1100 Pcs.
2.	Volleyball	1000 Pcs.
3.	Badminton Set	62 Sets

2. Period of Contract :-

Supply shall be completed within 30 days from the date of supply order issued.

PART-II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The rates quoted by the tenderer should include all charges of transportation like fare & fuel of vehicle / and loading and unloading charges.
2. Supply of articles to the Office of the District Magistrate, North 24-Parganas, is to be completed by the Agency by 30 (thirty) days from the date of receipt of Work Order from the Office of the District Magistrate, North 24-parganas as the case may be.
3.
 - (i) The work should be done by the Agency with utmost sincerity and honesty.
 - (ii) No separate charges will be claimed by the Agency for loading, unloading, safety measures etc.
 - (iii) Tenderers should quote only one rate. Along with the rate, the name of the manufacturing company and specification should also be mentioned by the agency against each item.
 - (iv) If the Tenderer is a Dealer of sports goods, the papers relating to dealership should also be submitted along with the tender papers.
 - (v) The rates should be quoted strictly in the prescribed form of quotation and should be inclusive of all kind of charges. The agency may quote rate for all or any of the items mentioned.
 - (vi) Sample should be produced by the tenderer at the time of opening of tender.
 - (vii) No extra payment will be admissible due to price hike of petroleum product etc.
4. Time schedule is to be strictly adhered to by the Agency and in the event of failure to do so by the Agency, the work will be carried out by any other Agency. The extra cost to be borne for this will be realized from the transport Agency from his security deposit / balance of payments due to the Government.
5. One authorized representative of the selected agencies may pay visit to the District Youth Office at least once in a week to keep district authority informed about progress of work; at the end of the work a report of work done to be submitted to the Additional District Magistrate (T), North 24-Parganas.

ANNEXURE - III

TENDER FORM - 1 - TECHNICAL INFORMATIONS AND UNDERTAKING
(See Clause 7 of Annexure I of this Tender Document)

Sub.: Notice Inviting Tender for supply of Sports Goods for Office of the District Magistrate,
North 24-Parganas of the district

1. Name of the Tenderer/Concern: _____
2. Nature of the concern: _____ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)
3. Demand Draft No. _____ Dated _____, Name of Bank with Branch _____ (To be enclosed) and amount of Bid Security Deposit Rs. _____ (Rupees _____ only)
4. Whether each page of NIT and its Annexure have been signed and stamped.
5. Details of PAN with photocopy of PAN Card and Valid and up-to-date Income Tax Return.
6. Attested copy of the certificate of Registration of firm.
7. Attested copy of VAT No. allotted and Valid Challan.
8. An audited copy of annual balance sheets for the last 3 years along with the proof of job entrusted by Govt. Organizations during the last three years.
9. Period of validity of offer----- (Clause 6 of Annexure -1 refers)
10. Attested Copy of Trade Licence.
11. Copy of Experience Certificate at least of 3 years in similar nature of trade.
12. Attested Copy of P.Tax RC and Challan.
13. Attested Copy of credential certificate of minimum 10 lakh in a single year in similar nature of work.
14. Details such as equipment, machinery, infrastructure etc.
15. Any other information.

Dated _____ at _____ (Dated Signature of Tenderer with stamp of the firm)

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Department and shall abide by them.
2. I/We also undertake that I/we have understood "Parameters and Technical Specifications for conducting the Work" mentioned in Annexure II of the Tender No. _____ dated _____ and shall conduct the Work strictly as per these "Parameters and Technical Specifications for conducting the Work"
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

ANNEXURE - IV
TENDER FORM - 2 - COMMERCIAL INFORMATION
(See Clause 8 of Annexure I of this Tender Document)

Sub: Notice Inviting Tender for supply of Sports Goods for Office of the District Magistrate,
North 24-Parganas of the district

(Total price for the work should be inclusive of all kinds of incidental charges.)
Form of Quotation

Sl. No.	Name & Specification of Articles to be supplied	Rate in Rs. for supplying those articles to the offices of the District Magistrate, North 24-Parganas to be mentioned both in words and figures.
1	Football (Standard size no. 5, Synthetic, Good quality)	Rs. Rupees _____ Per Pc. _____
2	Volleyball (Standard size no. 5, Good quality)	Rs. Rupees _____ Per Pc. _____
3	Badminton Set (Good quality, per set consists 2 Pc. Racket, 1 Pc. Net, Cock- 1 Box (10 Pc.)	Rs. Rupees _____ Per set _____

(Dated Signature of Tenderer with stamp of the firm)