

SARASWATY PRESS LIMITED
(A Govt. of West Bengal Undertaking)
11, B.T. Road, Kolkata - 700 056

**E-TENDER BIDDING DOCUMENT TO ASCERTAIN THE
RATE CONTRACT FOR SUPPLY OF 80 MICRON ABOVE
THICKNESS TAMPER EVIDENT PACKET, SIZE-10"X13",
QTY-5,00,000 PCS.**

CONTENTS

Sl.	Documents	Pages
1.	Section -1 : Notice Inviting e-Tender (e-NIT)	3 - 9
2.	Section -2 : Schedule of Requirements (SOR)	10
3.	Section -3 : General Conditions of Supply (GCS)	11-15
4.	Document Check list	16

SECTION - 1**E-TENDER BIDDING DOCUMENT TO ASCERTAIN THE
RATE CONTRACT FOR SUPPLY OF 80 MICRON ABOVE
THICKNESS TAMPER EVIDENT PACKET, SIZE-10"X13",
QTY-5,00,000 PCS.**

SARASWATY PRESS LIMITED

(A Government of West Bengal undertaking)

11, B.T. Road, Kolkata -700 056

Helpline assistance to fill bid: +91 8017331530

Email ID – purchase@saraswatypress.com

Bid Reference No. SPL-202404-0011

Date: 30-04-2024

1.1 Saraswaty Press Limited ("SPL"), having its office at 11, B.T. Road, Kolkata - 700 056, West Bengal, intends to procure 80 Micron above thickness TAMPER EVIDENT PACKET, Size - 10" X 13", Qty approx. 5,00,000 pieces for delivery at our Premises. The Quantity may increase or decrease as per the requirement. The Tender will comprise of the Technical Bid and the Financial Bid. Bidders shall submit 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. Manufacturer/ Authorized Dealer of tendered products may participate in the bid.

1.2 Earnest Money / Bid Security, shall be Rs. 50,000/- (Rupees Fifty Thousand only) to be deposited by way of electronic fund transfer mode. In case of electronic fund transfer copy of proof of payment through bank to be submitted. Bank details for electronic fund transfer is given below.

HDFC Bank Ltd, Dunlop Branch, 57500000165124, IFSC Code HDFC0001130.

EMD is exempted for MSMEs & State/Central Government organizations/ Public Sector Undertaking (PSU) firms.

- 1.3 The Selected Bidder in respect of the awarded quantity shall have to complete supply of entire awarded quantity at such locations, manner and tranches as will be specified in the order.
- 1.4 The Technical Bid and Financial Bid(s) duly digitally signed will have to be submitted simultaneously by uploading the same in the website www.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. 1.11 of the e-NIT.
- 1.5 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 www.wbtenders.gov.in. By participating in the Bid, the vendor confirms unconditional acceptance of all the Terms and conditions of the Tender. Any Addendum/corrigendum to the E-tender released on or after the start of Bid submission date, need not to be uploaded by the Bidder along with Bid Document.
- 1.6 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 Saraswaty Press Ltd, on the scheduled date and time, unless otherwise changed.
- 1.7 Eligibility criteria for participation
- The prospective bidders shall have to meet the following eligibility criteria:
- (i) The Bidder must have experience of supplying similar Tamper Evident Packet to any Government Organizations (Central/ State).

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

- (a) Copy of Trade License
- (b) Copy of PAN Card.
- (c) Copy of GST Registration Certificate.
- (d) Copy of the proof of electronic fund transfer towards EMD/Proof of EMD Exemption

- 1.8 Upon opening of the Financial Bids, the lowest bidder (L1) will be determined. The Purchase Committee reserves the right to negotiate with L1 bidder to fix the lowest rate (herein after referred as L1 rate). The Purchase Committee will be entitled to award the contract to the lowest bidder subject to production capacity, delivery schedule and quality consistency. In case two or more Bidders quoted the same L1 price, the purchase committee will give the order among the L1 Bidders subject to their capacity and offered quantity.
- 1.9 In the Bill of Quantities the rate will be quoted for per PCS. The rate quoted by the bidder shall be deemed to include all cost incurred till delivery at the locations as per order, excluding GST. The rates in the Financial Bid should be firm and all inclusive other than GST.
- 1.10 Bids are to remain valid for a period of 12 months after the last date for bid submission as specified in Sl. 1.11 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

1.11 Important Information Date & Time Schedule:

Particulars	Date & Time
Publication of e-NIT (Bidding Documents)	30-04-2024
Pre Bid Meeting(Online Through e-mail communication))	02-05-2024 at 14:00 hrs
Start date and time of uploading Bids	04-05-2024 at 14.00 hrs.
Last date and time of uploading Bids	11-05-2024 at 14.00 hrs.
Date and time of opening of Technical Bids	11-05-2024 at 15:00 hrs.
Technical Bid Evaluation.	To be informed later.
Uploading list of responsive/ non-responsive Bidders.	To be informed later.
Financial Bid Opening.	To be informed later.

1.12 Saraswati Press Ltd 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 Saraswati Press Ltd.

1.13 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.

- 1.14 Saraswaty Press Ltd 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.
- 1.15 The EMD of unsuccessful bidders will be returned by Saraswaty Press Ltd without any interest, within 15 days of being declared unsuccessful. For successful bidders the EMD will be converted to as part of Bid Security as Performance Guarantee. This amount to be returned after successful completion of order.
- 1.16 Conditional/incomplete bids will not be accepted under any circumstances.
- 1.17 The bidders shall have to comply with all relevant laws, regulations, practices and procedures of the Government of West Bengal in connection with tenders.
- 1.18 During tender evaluation or even during delivery as per order, if any record submitted by any bidder is found to be incorrect, manufactured, fabricated, untrue or false the bid of such bidder will be rejected and if Order has already been awarded, the Order will be cancelled, without any prejudice to any rights of Saraswaty Press Ltd. In that case the EMD will be forfeited.
- 1.19 Saraswaty Press Ltd reserves the right to cancel the bidding process at any time without assigning any reason, whatsoever, and without entertaining any claim in this respect. This can be at any time prior to the deadline for submission of bids and in case of extension of deadline for the submission of bids, any time up to bid opening or any time after the bid is opened. Saraswaty Press Ltd 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, Saraswaty Press Ltd may also, at its discretion, extend the time for the submission of bids.

1.20 The EMD will be forfeited in the following events: -

- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder.
- (b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice.
- (c) If it is found that any record submitted by any bidder is incorrect, manufactured or fabricated, false and /or untrue.
- (d) If the Selected Bidder fails to supply the ordered quantity as per schedule.
- (e) If the bidder is otherwise in breach of the terms of the Bidding Documents.

1.21 Bidders must submit 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 Saraswaty Press Ltd.

1.22 In case of any change in eligibility criteria of eligible bidders in post bidding stage or at the time of effecting supplies, the supplier (bidder) has to intimate such change in writing to the purchase committee.

1.23 Within scheduled submission timeline if bid re-submitted, the last submitted bid will be considered both for technical as well as financial evaluation.

1.24 In case of non-meeting of specifications or delayed delivery by the supplier, the unexecuted quantity volume may be allotted to other eligible supplier(s) under intimation to defaulting supplier as per purchase committee decision.

1.25 Security Deposit:

The value of Security Money to be deposited by the successful Bidder in the form of Bank Draft/ Bank Guarantee/ Electronic Fund Transfer through RTGS/ NEFT shall be @ 1 % of Contract Value. For Successful Bidders the EMD will be converted to Security Deposit, remaining amount to be paid by Bank Draft/ Bank Guarantee/ Electronic Fund Transfer through RTGS/ NEFT. Adjustment of the remaining performance guarantee amount if any may be allowed to be adjusted against the current supply bills if the bidder so desires.

SECTION - 2
SCHEDULE OF REQUIREMENTS (SOR)

Specification TAMPER EVIDENT PACKET	Qty	Colour	Rate
80 Micron above thickness, Size- 10" X 13" (With out Flap), Flap-1.5"	5,00,000	White -50,000 Red-50,000 Sky Blue-50,000 Brown-50,000 Magenta-50,000 Yellow-50,000 Orange-50,000 Deep Blue-50,000 Light Pink-50,000 Light Green-50,000	Pcs

SECTION - 3
GENERAL CONDITIONS OF SUPPLY (GCS)

1) Scope of Supply

Subject to the provisions in the Bidding Documents, the Goods to be supplied shall be as specified in the Bidding Documents/Order.

2) Delivery

a) Delivery of the Goods has to be made within 7 days after receiving of order at Saraswaty Press Ltd., 11 B.T Road, Kolkata-700056

b) Delivery of the Goods shall be in accordance with the delivery and completion schedule to be provided by Saraswaty Press Ltd from time to time and as may be revised by Saraswaty Press Ltd from time to time.

c) The Contract for the supply can be terminated at any time by Saraswaty Press Ltd, 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.

d) The Supplier shall arrange to supply the ordered Goods as per specifications within the specified delivery/ completion to be specified by Saraswaty PressLtd.

3) Saraswaty Press Ltd.'s Responsibilities

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

4) Recoveries from Supplier

a) Recovery of short supply, damage or rejected goods shall be made ordinarily from bills.

b) Saraswaty Press Ltd shall withhold amount to the extent of short supply/ damage and rejected goods unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from dues of the supplier.

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

5) Taxes & Duties

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

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

c) The benefit of any tax concession/rebate/privileges /or any other kind of benefit available to the supplier subsequent to the finalization of rate must be paid on to the Saraswaty Press Ltd.

6) Transportation

a) Unless otherwise specified, obligations for transportation and delivery of the Goods shall be by the Supplier.

b) The Goods shall be supplied at location mentioned by Saraswaty Press Ltd. All transportation charges, local taxes, etc. shall be borne by the Supplier.

7) Rejection

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

b) If, however, due to exigencies, such replacement either in whole or in part, is not considered feasible, Saraswaty Press Ltd 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 72 hours of intimation of rejection, after which Saraswaty Press Ltd 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.

8) Limitation of Liability

Except in cases of gross negligence or willful misconduct or indulging in corrupt practice: -

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 Saraswaty Press Ltd;

9) Force Majeure

a) The Supplier shall not be liable for 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 Saraswaty Press Ltd in writing of such condition and cause thereof. Unless otherwise directed by Saraswaty Press Ltd 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.

10) L D Clause

Penalty for late delivery would be applicable after expiry of 4 weeks from the date of completion of delivery schedule. Rate of LD amount will be 0.5% of the undelivered quantity not exceeding 5% of the remaining order value.

11) Contract Amendments

Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order.

12) Termination

i) Termination for Default-

Saraswaty Press Ltd 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
- (b) If the Supplier fails to perform any obligation under the Contract.

ii) Termination for Insolvency -

Saraswaty Press Ltd 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 Saraswaty Press Ltd.

13) 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 arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996,
- (c) the arbitration shall be held at Kolkata,
- (d) The Calcutta High Court at Kolkata shall alone have jurisdiction for any dispute arising out of this tender
- (e) The arbitration shall be conducted in English.
- (f) Chairman of Saraswaty Press Ltd will be the arbitrator for this purpose.

14) Terms of Payment

The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.

The payment will be made by Saraswaty Press Ltd to the Supplier in phases preferably within 90 (ninety) days of submission of bills depending upon the liquidity, the completion of supply in accordance with the delivery schedule mentioned in the order.

15) Risk Purchase

If the awardee fails to deliver any or all of the items either in full or part within the prescribed delivery period, the purchaser will be at liberty to procure the items from the alternate procurement sources, in such case the defaulting awardee/ supplier will be liable to compensate the differential cost to the purchaser. Moreover the defaulting awardee/supplier shall have no claim over the quantity which they failed to supply.

16) Penalty for Non Performance and Security Deposit

For Successful Bidders the EMD will be converted to Security Deposit. The Security Deposit will be forfeited in the event of non performance of the Vendors, failing to deliver as per requirement of Saraswaty Press Ltd.

Documents checklist

(To be digitally signed and uploaded at the e- tender website and one hard copy to be submitted as date mentioned in the e – NIT 1.11)

Sl. No.	Documents	Put tick (✓)
1	Copy of PAN Card	
2	Copy of GST Registration	
3	Copy of Trade License	
4	Copy of proof of electronic fund transfer towards EMD/Proof of EMD exemption	
5	Experience of supplying similar Tamper Evident Packet to any Government Organizations (Central/ State).	
6	Filled up BoQ (to be uploaded at e-tender website only).	