



GOVERNMENT OF WEST BENGAL
OFFICE OF THE SUPERINTENDENT
COOCH BEHAR DISTRICT CORRECTIONAL HOME
Contact No. (03582)-222-206, E-mail Id: supdtcswb.cbhr-wb@gov.in

E-TENDER NOTICE NO. DCSWB/SUPDTCBRD/CH/03/TN-2021 DATED 01.10.2021 IN R/O COOCH BEHAR
DISTRICT CORRECTIONAL HOME

"Superintendent, Cooch Behar District Correctional Home invites e-Tender for supply of Dietary and Miscellaneous article at Cooch Behar District Correctional Home for the period up to 31.03.2022. Last date of Bid Submission 08.11.2021 (02.00pm.). Details may be had from the website:- www.wbtenders.gov.in ref. tender ID: [2021_DCSWB_348069_1]."

Memo. No. 2160/1(18)/FB

Date: 01.10.2021

Copy for information and wide circulation to:

1. The ADG & IG of Correctional Services, West Bengal, Directorate of Correctional Services, Jessop Building, 1st Floor, 63, N.S. Road, Kolkata- 700 001.
2. The AIG(North) of Correctional Services, West Bengal, Kachari More, Siliguri, Darjeeling.
3. The District Magistrate, Cooch Behar.
4. The Sub Divisional Officer, Cooch Behar.
5. The Superintendent of Police, Cooch Behar.
6. The Chief Medical Officer of Health, Cooch Behar.
7. The Post Master, Cooch Behar Head Post Office, Cooch Behar.
8. The District Information and Cultural Officer, Cooch Behar.
9. The Assistant Director of Agricultural Marketing Officer, Cooch Behar.

He is requested to

- i) Provide the local market rate or MRP (where applicable) of the items as per enclosed list on or before 11.11.2021. This may be treated as most urgent and may be completed within the stipulated time on priority basis.
- ii) Attend the meeting of the Selection Committee of DTC on the specified date as noted above or may arrange for an authorized representative. Name address and contact no.(Mobile Phone No.) of the authorized representative may kindly be communicated to this office prior to the above noted date(s) and/or the dates of the meeting of DTC which will be communicated time to time.

10. The Director of Information, Department of Information & Cultural Affairs, Government of West Bengal, Nabanna, 325, Sarat Chandra Chatterjee Road, PO.- Shibpur, Howrah- 710102.

He is requested to kindly arrange for immediate wide publication of the same in the two(02) Bengali leading news papers of North Bengal in two insertions only at an interval of three days as stated below.

"The Superintendent, Cooch Behar District Correctional Home for and on behalf of the Governor of West Bengal invites tenders of supply of dietary and miscellaneous article along with bona fides are to be supplied to Cooch Behar District Correctional Home of West Bengal for the period from upto 31.03.2022."

11. The Treasury Officer, Cooch Behar Treasury-I, Cooch Behar.
12. D.I.O. Cooch Behar with the request to kindly arrange to publish the notice in official website of Cooch Behar.
13. All running suppliers of Cooch Behar District Correctional Home (Sri Ajit Kumar Ghosh/ Sri Swadesh Chandra Ghosh/ Sri Sanjoy Ghosh/ Sri Sajal Ghosh).
14. Notice Board, Cooch Behar District Correctional Home.

Superintendent
Cooch Behar District Correctional Home



**GOVERNMENT OF WEST BENGAL
OFFICE OF THE SUPERINTENDENT
COOCH BEHAR DISTRICT CORRECTIONAL HOME**

Contact No. (03582)-222-206, E-mail Id: supdtcswb.cbhr-wb@gov.in

Notice Inviting Tender No. DCSWB/CBRDCH/03/TN-2021

Date: 01-10-2021

NOTICE INVITING e-TENDER FOR THE SUPPLY OF DIETARY AND MISCELLENEOUS ARTICLES TO COOCH BEHAR DISTRICT CORRECTIONAL HOMES DURING THE PERIOD upto 31.03.2022.

The Superintendent, Cooch Behar District Correctional Home having his office at Mukuldanga Road, P.O.- Cooch Behar, District- Cooch Behar, Pin- 736101 invites tender for and on behalf of the Governor of West Bengal for supply of **DIETARY AND MISCELLENEOUS ARTICLES** for the period from **upto 31.03.2022** for Cooch Behar District Correctional Home.

1) Earnest Money Details:

Necessary earnest money to be submitted for participation in the tender through Bank Draft payable in favour of "**The Superintendent, Cooch Behar District Correctional Home**" has been fixed to **Rs.100000.00 (Rupees one lakh) only.**

The mode of EMD in the e-Tender portal has been kept 'Not Applicable' due to some technical issues. However, bidders have to submit EMD physically.

The District tender Committee reserves all right to review quantum of Earnest Money to be deposited in above each or all cases at any time with or without prior intimation.

It is advised that a single Bank Draft of the whole denomination mention above payable in favour of "**The Superintendent, Cooch Behar District Correctional Home**" may be deposited as part of technical bid.

The Superintendent, Cooch Behar DISTRICT Correctional Home reserves all right to

- (i) Review quantum of Earnest Money to be deposited in above each or all cases at any time with or without prior intimation.
- (ii) Reject with or without notice assigning the reason, all the re-tender papers with or without earnest money.

Date of submission of EMD: Requisite Earnest money shall be submitted within 04 (four) days of closing of submission of bids failing which tender shall be rejected.

No interest will be paid for Earnest Money.

2. General Instructions:

The intending bidder may download the tender documents free of cost from the website www.wbtenders.gov.in.

3. Submission of bids:

Both Technical bid and Financial Bid are to be submitted to observe Tender procedure under Two Bid system as specified under G.O. No. 5400-F(Y) dated 25.06.2014, drop in separate folders fixed for "**TECHNICAL BID**" and "**FINANCIAL BID**". All papers must be submitted in English language with Page Marking. If any Bidder/ bidder upload his **FINANCIAL BID** in the packet for **TECHNICAL BID** or vice versa, he will be considered as **disqualified**.

Intending Bidders are advised to quote rate(s) for the specific item(s). No "zero" shall be inserted for the item(s) for which bidders did not quote rate. Improper submission of bids is not allowed.

4. Time Schedules for the tender:

THE TIME SCHEDULE FOR THE TENDER WILL BE AS PER THE LIST PROVIDED IN CLAUSE NO. 24 GIVEN BELOW.

5. ELIGIBILITY FOR QUOTING:

Registration of Contractors: Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. DSC is given as a USB e-Token. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Intending Bidder or Person on behalf of the Intending Bidder (having proper authorization from the Bidder), who are willing to participate in tender for supply the assured quantities and or estimated quantities as per requirement, as the case may be, of all the **Correctional Homes as notified under Clause (2)** above shall drop tender having the following particulars:

The intending bidders shall possess the following qualifications:-

- a) The intending bidder should be having a legal entity either of **individual/partners** or a body corporate which may sue or may be sued.
- b) In case of co-operative societies, the provision of supply of dietary items to correctional homes must be included in the bye-laws of the society;**
- c) The intending bidder should have adequate manpower with the required skill set to undertake the contract and /or carry out the orders, if selected for the said purpose.
- d) The intending bidder must have capability to absorb all the manpower provided to carry out the order, if given to him, in other establishments under his control and under no circumstances shall any of his manpower be a liability of the subsequent successful bidder or the hospital authorities.
- e) The intending supplier should be registered with the Income Tax (PAN / TAN), CEC for Service Tax, Sales/GST Authorities as may be required for providing the services and material to be used for managing the work.
- f) The intending bidder must not have been convicted in or have pending any vigilance case or any criminal case against it or its proprietors or principal employees.
- g) Photo copy of Income Tax Return for three financial years (duly attested);
- h) Photo copy of P. Tax enrolment Certificate and Challan (duly attested);
- i) The intending bidder should have the requisite and valid trade licence and food licence (for supply of dietary articles) issued by competent authority to supply dietary items.
- j) The bidder must submit the Photo copy of GST Registration certificate.**
- k) The bidder must submit the Photo copy of Bank Solvency certificate.**
- l) The bidder must submit the Photo copy of Address Proof.**
- m) Photo copy of Professional Tax Enrollment Certificate (duly attested) along with photo copy of online payment of Professional Tax (as per slab as published by Directorate of Commercial Taxes) along with statement clearly showing annual gross turnover of sales;**

- n) **Photo copy of Trade license with clear description of nature of business (duly attested);**
- o) Certificate from the Competent Authority on the exemption from submission of Earnest Money must be produced along with tenders by the party claiming exemption of the same and for Co-operative Societies, West Bengal in terms of **G.O. No. 4141(66)/Co-op/7S-121/66 dated.04.12.66** failing which tender is liable to be rejected.
- p) **In addition all Co-operative Societies should submit attested Registration Certificate received from concerned ARCS, Certificate of area of operation/supply and authority for supply of items.**
- q) Photo copy of **summery of audited balance sheet, duly signed by the appropriate authority, clearly stating the annual gross turnover of sales and Audit Report (for individual/partnership/Company/ Co-operative Society etc. as the case may be). (Duly attested).**
- r) Bidder whose credentials are not established with the Office of the Superintendent, Cooch Behar District Correctional Home, may be required to prove their *bona fides* by producing references from reliable persons.
- s) Credential Certificate (Credential Certificate should be of same nature of work, i.e. for supply for dietary articles the bidder should have credential of supply of dietary articles).
- t) The Bidder/ bidders shall submit **Information Roll (Annexure-I) as per proforma as appended below.**
- u) **The bidders who have been black listed by any Govt. Concern in the Country are not eligible to apply.**
- v) All the bidders/authorized representative of bidders should be present physically along with all the documents in original during the time of opening of technical bid for verification to qualify for the financial bid.

DESIRABLE:

- I. *Food License in respect of concerned articles to be supplied with current validity.*
- II. *Service Tax Registration with current validity.*
- III. *The intending supplier shall have at-least 01(one) year experience in the field.*

Please note that

- (a) All certificates should be submitted in attested ones.**
- (b) Annual gross turnover of sales for last three (03) consecutive financial years shall be produced.**
- (c) Selected Bidders shall submit hard copy of their documents (Technical Bid) to this Office of the Superintendent, Cooch Behar District Correctional Home before issuing of supply orders.**

6. SUBMISSION OF THE TENDERS:

The tender is to be submitted in a two Bid System. The intending Bidders of the General Tender 2021-22 (for the period w.e.f. **up to 31.03.2022** shall have to submit all the technical/financial documents afresh.

A. STATUTORY COVER containing the following documents (TECHNICAL BID):

- 1. Bidder's Specific Technical Documents:** The documents should be legible and readable and should not be repetitive. Illegible documents will not be accepted and will stand for rejection of bid.
- 2. Bidders shall submit scanned copy of following documents in the following folders as specified in the website:**

a) COVER-1: ANNEXURE-I/INFORMATION ROLL/ EMD/ EXEMPTION CERTIFICATE/ NO CONVICTION CERTIFICATE/ CREDENTIAL CERTIFICATE/ BANK SOLVENCY CERTIFICATE ISSUED BY COMPETENT AUTHORITY FOR THE PURPOSE OF PARTICIPATION IN TENDER (FOR CO-OPERATIVE SOCIETIES/SSI UNIT ETC)
b) COVER-2: VALID TRADE LICENSE/FOOD LICENSE PAN CARD/ ADDRESS PROOF/ BANK SOLVENCY CERTIFICATE and ITR ACKNOWLEDGEMENT AS PER NIT.
c) COVER-3: GST REGISTRATION CERTIFICATE
d) COVER-4: P. TAX ENROLMENT CERTIFICATE AND ONLINE DEPOSIT CHALLAN
e) COVER-5: SUMMARY of AUDITED BALANCE SHEET FOR 2015-16 (FINANCIAL YEAR)/INCOME TAX COMPUTATION AS PER NIT
f) COVER-6: LIST OF ARTICLES OF BRAND NAME(S) AND MRPs/REGISTRATION CERTIFICATE FOR CO-OPERATIVE SOCIETIES, SSI UNIT

All documents to be submitted shall be attested by the bidder.

It should be clear to all intending bidders that submission of documents must be as per above cover details.

B. Bona fides:

- Information Roll as per proforma enclosed (duly filled in); intending bidder must submit attested photo copy or original copy of Information Roll during the time of sample and EMD.
- Affidavit of No Conviction from Notary Public/Judicial Magistrate/Executive Magistrate.

C. Sample:

- Item-wise requirement of samples are shown in Schedule I. As a general principle two sets of samples, each weighing 100 grams, for each item as per Schedule-I shall be deposited. Each sample shall be properly sealed and signed by the bidder.
- Sample units shall be packed in such a container so that quality should be seen without opening the container and sample should not be degraded during the selection process. Each container shall be sealed and signed by the bidder properly.
- Blank packet or clear photograph showing the brand name(s) & quality of item(s) for **Bread Gram Chhattu, Salt, Soyabean Nugget, Milk, Biscuit and Mustard Oil** shall be placed during the submission of sample. The quality of sample must be at par with the specification(s) of the articles as mentioned in the Schedule of article(s).

4. Bidder must submit samples with their Tender on the date of submission of Tender. Receipt of sample shall be obtained from this office. **NO CLAIM FOR SAMPLE WILL BE CONSIDERED WITHOUT DEPOSIT RECEIPT OF SAMPLE.**
5. Sample of each unit of item(s) shall be placed with proper packaging with label mentioning name of the Bidder, TN No. and Tender Notice No., Sample Name. **PLEASE NOTE THAT SAMPLE FOR EACH ITEM AS SPECIFIED ABOVE AND AS PER SCHEDULE-I SHALL BE SUBMITTED OTHERWISE SAME MAY BE TREATED AS CANCELLED.**
6. Brand Name and MRP shall be mentioned invariably (wherever applicable) (**Bread Gram Chhattu, Salt, Soyabean Nugget, Milk, Biscuit and Mustard Oil**) in the folder specified. It is mandatory to submit hard copy of list showing Brand Name and MRP. In absence of the list, the bidder(s) will not be considered the articles.
7. No tender paper will be accepted for consideration without sample (as mentioned in Schedule I).
8. Sample shall be submitted within the closing of submission of bids failing which Bidder shall be liable to be rejected.

District Tender Committee reserves all rights to consider or reject a particular tender paper or all even submitted with or without sample.

D.FINANCIAL INFORMATION:

ESSENTIAL:

- (1) *Latest copy of Income Tax acknowledgement (2020-21 AY) and photo copy of PAN Card. **In case of non-availability of Income Tax acknowledgement (2020-21 AY, the bidder shall state the reason and submit Income Tax acknowledgement (2020-21 AY).***
- (2) *Photo copy of GST Registration Certificate.*
- (3) *Current Audit report on accounts for Proprietorship firm/ Co-operative Society/ SSI unit (wherever applicable as per existing rule) and or detailed Income tax computation statement.*
- (4) *Photo copy of challan and or receipt showing latest deposition of Professional Tax and photo copy of Professional Tax Registration Certificate.*
- (5) *Summary of audited balance sheet, duly signed by the appropriate authority, clearly stating the annual gross turnover of sales, Net sales and Net Profit. **These figures should be highlighted.***
- (6) *Trade License with current validity, issued by the competent authority.*

E. FINANCIAL BID: BOQ:

The FILE as NOTED AS BOQ with suffixes is "Financial Bid" and shall contain:

- (1) ***Rate per unit shall be inclusive of taxes, duties and charges. (Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Testing Charges etc. and inclusive of GST (If applicable) / CST, Excise duty and Cess (wherever applicable) etc.) No other charges can be levied over and above the rate quoted in the BOQ. The authority does not bear any responsibility for any kind of alteration and or any modification to be come into force by the competent authorities time to time.***
- (2) ***The successful Bidder are required to submit the hard copies (copies printed on paper) of the Technical Bid & Financial Bid, rate as per **Schedule (with Financial Bid)** along***

with Earnest Money Deposit (**EMD with Technical Bid**), in separate packets within a week from the date of communication.

7. EVALUATION OF THE TENDERS:

- a. **During the tender evaluation process, the Technical Bid will be opened first and Financial Bid will be opened subsequently. Those Bidders who have qualified in respect of the essential & other requirements will be identified and their financial bid will be opened.** The financial bid of those Bidders failing to meet the technical & other requirements of participating in the tender will not be opened and be rejected. The Bidder offering the item found suitable and as per the tender specifications will only be selected. Final selection of the lowest bidders in respect of Financial Bid is subject to further verification.
- b. The assured supply capability of the Bidder to the Correctional Home of West Bengal will be assessed by the District Tender Committee under chairmanship of AIG (North) of Correctional Services, WB and capability of the Bidder(s) to supply the assured quantity as per the requirements of the **Cooch Behar District Correctional Home** for which he has quoted will also be identified and assessed before opening of financial bid.
- c. The Bidders who have been so identified to be technically suitable in the context of above about the assured supply requirements of the **Cooch Behar District Correctional Home** during the tender period and/or have supplied the ordered value made to them will be deemed to have passed the test of essential and other requirement of the quoted item or items.
- d. **After selection, Bidder should maintain supply of the items (as selected during the tender) invariably from up to 31.03.2022 and/or up to next date of commencement of the supply at per rate of items as accepted by DTC.**
- e. *The Financial Bids of only those Bidders passing the essential and other requirement test (Technical Bid) will then be opened subject to verification of hard copies of the documents of the Bidder as specified above.*
- f. *If found suitable in the context of above pre qualification etc, the Bidder quoting the lowest rate will be considered as successful after verification of item-wise lowest offered rate(s)with available market rate(s) received from the competent authorities and samples supplied by the bidders.*
- g. For item or items as mentioned in Schedule II, if the lowest quoting Bidder fails to supply the total requirements of the above **Correctional Homes** at any stage or in the exigency of the situation, counter offers shall be invited from the next higher bidder i.e. L2, L3 and L4 etc to supply at the lowest rate, i.e. at L1 rate **or a re-tender may be called for the un-interrupted supply of those items.**
- h. *It should be noted by all the intending Bidders/ bidders that if any or all the Bidders/ bidders is declared as unsuccessful and or disqualified for a particular item or items during consideration of their Technical bid and/ or in case of financial bid (BOQ) in respect of any of the Correctional Home as listed in the Schedule-II of the NIT, the Competent authority of DTC reserves all right to call for any of the successful Bidders / bidders who has been selected for supply of the particular item or items for a neighboring/ adjacent Correctional Home , as the case may be, to maintain supply the item or items, as the case may be, as listed in Schedule-II and or as per requisition issued by the*

Correctional Home where the rate has not been accepted for a particular item or items with or without prior notice to maintain supply of required items and or items, as the case may be, at the lowest rate as would be accepted by the DTC. This is as a temporary measure in the interest of smooth administration and would be continued until further orders and or commencement of the supply of the items after retender, whichever deemed fit.

THE DECISION OF THE ADG & IG of Correctional Services, WB and the TENDER SELECTION COMMITTEE WILL BE FINAL AND BINDING IN THIS MATTER.

8. Address of Bidders:

- (a) All Bidder must have a bona fide office in West Bengal with telephone connection and/or possessing valid Trade License (in the name of the Bidder himself) issued from the Competent Authority. This shall be the official address for communication in case the supplier is offered the supply order for dietary items for any Correctional Home as per list at Para (2) above.
- (b) The matter related to Way Bill is the responsibility of the Bidder and the procuring authorities will not issue any way bill.

In the event of being selected, the hard copies for under mentioned documents of the Bidder must be submitted by himself to the concerned Superintendents of Correctional Homes of West Bengal as 'BIDDER SUMMARY' before execution of the agreement:

- I. Letter of Authority from the Bidder (in case of Co-operative Societies or agencies) in the letter head of the society/firm duly signed by the Authorized Signatory of the society/firm in favour of Person/ agent stating clearly the status of the Person/Agent.
- II. PAN No. & Last year's Income Tax Return submitted, GST Registration and clearance Certificate & Validity Documents.
- III. Current Trade License.
- IV. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

09. RATE:

- (a) Rates are to be quoted for item(s) as per the list of the Schedules as provided in BOQ.
- (b) Rate should be quoted in decimal coinage stating the particular item as per unit mentioned in the Schedule of the Tender proposed to be supplied inclusive of all incidental charges including **FREE DOOR DELIVERY** to Cooch Behar District Correctional Homes of West Bengal. No other charges can be levied over and above the rate quoted in the BOQ. Sterile items are to be transported in such packaging so that there is no damage to the primary packaging during the transportation process. **Bidders are advised to strictly follow unit as specified in the schedule/BOQ while quoting rates.**
- (c) ***Rates quoted in respect of items shall not exceed the Market Rate/controlled price and/ or M.R.P. (maximum retail price) fixed by GOI wherever it is applicable.***
- (d) Rates shall be valid throughout the period to be covered by the contract to be executed with successful Bidder along with any extensions as may be made by the competent authority from time to time.

- (e) **THE RATE PER UNIT** should be furnished **inclusive of Entry Tax, Customs Duty (if applicable), Transportation Cost, Insurance, Freight, testing charges, Incidental Charges etc. including of GST (If applicable)/CST, Excise Duty & Cess etc., into the Bill of Quantities (BOQ).** No other charges can be levied over and above the rate quoted in the BOQ.

10. ORDER & SUPPLY:

- I. Orders for the supply of the approved items will be placed with the successful Bidder after the execution of the agreements, in phases as and when required by Cooch Behar District Correctional Home. The successful Bidder will have to supply within the specified time schedule that had been assured as prescribed by the Superintendents of the Correctional Homes.
- II. All supplies will have to be completed by immediate door delivery after issuance of order by phone/fax/e-mail System of the procuring Correctional Homes. **NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.**
- III. In case of non-supply/less supply of any item by any approved lowest quoted Bidder, the Tender Committee can ask for willingness to L2 / L3 / L4 etc Bidder to supply at L1 rate (lowest approved rate) **or a re-tender may be called for those items for un-interrupted supply.**
- IV. After making supply of the goods/ articles as per store orders issued by the Correctional Home(s) authority delivery challan(s) shall be signed and recorded properly.
- V. **As per existing system, the successful contractor/ supplier shall submit his bill for the entire supply of the month by first week of the next month positively so that bill shall be sent for countersignature of the Addl. Inspector General (North) of Correctional, West Bengal by second week of the month.**

11. WITHDRAWAL / CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:

The tendering authority reserves the right to withdraw any item from the tender at any stage before closing of submission of bids as specified in the schedule. No claim shall be entertained after opening of bids. The Bidder may be liable to be blacklisted.

The selection of such item, if already made in favour of any Bidder, shall be treated as cancelled.

- i) The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.
- ii) The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason.
- iii) Purchase will, however be made following the existing purchase policy of the Government of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price preference in particular incorporated under **Notification No. 10500-F dated 19.11.04 and 5400-F(Y) dated 25.06.12 should be observed in considering the tenders.**
- iv) The tendering authority reserves the right to purchase any item of the Schedule at the approved rate from any outsider (Non- Bidder) during the tender period in case of emergency, if the Bidder fails to supply such items.
- v) The tendering authority reserves the right to procure any item, of the tender directly from a State/ Central Govt. undertaking even if a tender for the same has been offered/ accepted.

12. Information Roll/NO- CONVICTION CERTIFICATE:

No conviction certificate (As per Annexure-I) is to be submitted from the Competent Authority of the State where the Bidder is registered for last three years. He will also submit an affidavit in the prescribed Pro-forma attached herewith from Notary/ first class Judicial Magistrate/Executive Magistrate or from any competent authority.

13. PENALTY CLAUSES:

IT SHOULD BE REALISED BY ALL THE BIDDERS THAT DIETARY AND OTHER ITEMS ARE REQUIRED FOR THE INMATE AND PATIENTS OF THE CORRECTIONAL HOMES. THERE CAN BE NO RELAXATION IN THE QUALITY AND TIMELY SUPPLY OF THESE ITEMS UNDER ANY CIRCUMSTANCES, AS THIS WOULD SERIOUSLY & ADVERSELY AFFECT ADMINISTRATION. BIDDERS ARE THEREFORE ADVISED TO CAREFULLY ASSESS THEIR ABILITY AND CAPABILITY FOR ENSURING TIMELY SUPPLY TO COOCH BEHAR DISTRICT CORRECTIONAL HOME PRIOR TO PARTICIPATING IN THIS TENDER.

- A) In case of **supply of the sub-standard** items found quality assurance norms by the appropriate authority will not be returned to the Bidder for replacement but will be destroyed and the payment of the defective ITEMS will not be made to the supplier or if paid in the meantime, is to be deducted from the pending bills of the Bidder.
- B) In case of supply of **defective item found in respect of packaging or labeling**, Bidder will be asked to replace the same.
- C) In **addition to rejection of the supply**, the ADG & IG of Correctional Services, WB and the Superintendents of Correctional Homes will have the right to cancel the supply order wholly or in part, to forfeit security deposit and to recover the loss, if any, of the Govt. by making deductions from any pending claim of the supplier/ Security Deposit, as may be deemed fit in addition to action may be taken by police, or by tendering authority of the State Government or the Government of India or by any individual under the law of the land.
- D) **Debarment from participation in next tender processes of the Directorate of Correctional Services, WB:**
 - 1) The **ADG & IG of Correctional Services, West Bengal** reserves the right to declare a BIDDER/FIRM/ CO-OPERATIVE SOCIETY/ Company blacklisted for three (03) years due to the following reasons:

If the supplier:

- a. **Withdraws from agreement** after achieving the “Lowest Quoted Bidder”
- b. **Failure in supply within stipulated period** during the tenure of the tender period or its extensions.
- c. In case of **supply of SUB-STANDARD ITEM/ITEMS**, particular item(s) shall only be **compared with sample submitted by the Bidder, which are duly authenticated by the DTC.**
- d. In consequence of **submission of false or fabricated documents** by any Bidder/Co-operative Society/firm/ company for participating in the tender, if proved later on, penal action shall be drawn against the Bidder/Co-operative Society/firm/ company as may be deemed fit by DTC or the ADG & IG of

Correctional Services, West Bengal being the Chairman of the Central Tender Committee.

- e.* **Quoting absurdly high or low rate** in the opinion of Tender selection Committee, with the intention to vitiate the tender process if proved later on, penal action shall be drawn against the Bidder/Co-operative Society/firm/company as may be deemed fit by DTC or the ADG & IG of Correctional Services, West Bengal being the Chairman of the Central Tender Committee.
- f.* Submission of tender **during the period of blacklisting** of a Concern /Company/ Co-operative Society, its Principals/ or sister concern (where the Bidder have any amount of shares) shall also be treated as blacklisted either by Tender Inviting Authority.

- 2) The ADG. & IG of Correctional Services. West Bengal, being Head of Directorate of Correctional Services, WB will have the right to inspect the sample units submitted by the Bidder/ bidders before accepting the rates quoted by them or at any point of time during continuation of the tender and the Department will also have the right to reject tender or terminate/ cancel the purchase order(s) and/ or not to re- order based on the adverse reports brought during those inspections.

D. Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions:

- 1. **For delay in the supply of items ordered beyond the stipulated date:**
 - a.* In respect of all consignment, immediate supply must be made.
 - b.* Part supply will not be considered.
 - c.* For delays, the work order for the non- supplied portion will be considered as cancelled straightaway.
 - d.* However, if the stipulated period ends on Saturday, Sunday or Govt holidays, supply should be made as per requirement.
 - e.* The provision of penalty cannot be waived in any case.
 - f.* For failure to supply, the Bidder/ firm quoting L2 will be selected after issuance of show cause notice to the concerned vendor.
 - g.* The Bidder/Firm will be blacklisted after issuance of a Show-Cause letter for such delay.
- 2. **For Bidder/firms who fail to supply the full order in time within the tender period** and its extensions- **the whole Earnest Money and the Security Deposit will be forfeited** and the firm and its **principals will be debarred** from participation in the tenders **for the next three years.**
- 3. The names of the defaulting suppliers will be put up in the Departmental website. Enhancement of rates of raw materials etc or the fact that the tender period has been extended will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order.

14. PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRADULENT/ MISLEADING DOCUMENTS:

If during the tender process or at any state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those Bidders who have submitted false/ misleading/ fraudulent documents or made incorrect declarations.

The penal measure will be:

- i. Forfeiture of Earnest Money.
- ii. Forfeiture of Security Deposit if enlisted as a supplier;
- iii. Forfeiture of Performance Guarantee deposited by the Successful Co-operative Societies;
- iv. Black listing from all Departmental tenders of the Bidder/Suppliers/Co-operative Societies for a period of three years

15. AGREEMENT:

On a tender being accepted the Bidder will have to execute agreement in the prescribed form along with submission of requisite amount of Security Deposit to the Superintendent, Cooch Behar District Correctional Home within 15 days from the date of issue of invitation.

Security Money Deposit shall be pledged in favour of the Superintendent, Cooch Behar District Correctional Home.

16. VALIDITY PERIOD OF AGREEMENT:

The contract period will be for a period w.e.f. *upto 31.03.2022* **and/or up to next date of commencement of the supply at per rate of items as accepted by DTC.**

17. SECURITY DEPOSIT:

- (i) The Security Deposit will be mandatory for all approved suppliers and will not be waived in any case.
- (ii) The successful Bidder shall be required to furnish the security deposit not less than @5% of assessed rate of items for which Bidder has been selected.
- iii) *Successful Co-operative Societies/SSI Units shall also be required to furnish the deposit as Performance Guarantee at the rate of 5% of the total estimated value of the items, for which they have been selected as lowest.*
 - a) The Successful Co-operative Societies/ SSI units (as the case may be) will be informed accordingly to submit "*Performance Guarantee*" at the rate of 5% of the evaluated cost of items.
 - b) DTC reserves all rights to review the above issue in whole or partly with or without prior intimation.
- (iv) The Security Deposit should be submitted to the Concerned Superintendents either within 15 (fifteen) days from the date of acceptance of tender or within 07 (seven) days from the date of receipt of the acceptance letter, to be issued by this Directorate.
- (v) ***If Agreement has not been executed along with submission of Security Deposit within 15 days from the date of acceptance of tender*** or within 07 (seven) days from the date of receipt of the acceptance letter, to be issued by this Directorate, ***the candidature will be cancelled and the next Bidder will be accepted on the orders of the ADG & IG of Correctional Services, WB.***
- (vi) The Security Deposit will be liable to forfeiture as enumerated in Clauses 17 & 18 above.
- (vii) The Security Deposit shall be refunded on the end of the Contract period and its extensions thereof provided that the supply of articles made by the successful Bidder/ bidder is satisfactory and no complaint is pending.

18. EMPLOYMENT OF MANPOWER:

The successful Bidder/ bidder shall deploy adequate manpower, by his own expenses and by his own arrangements, with appropriate skills to carry out the following jobs:

1. To collect the indent/ store orders from the Correctional Home(s).
2. To deliver/ supply the articles to Correctional Home(s) as per the indent/ store orders issued by the Correctional Home.
3. The personnel supplying the articles to Correctional Homes should be literate to read the indent/ requisition/ store orders issued by the Correctional Home(s).
4. The successful Contractor/ Supplier (successful in terms of selection after qualifying in both Technical Bid and Financial Bid) will held responsible for issuance of identity cards for his staff and it should be clear that without appropriate identity card no person will be allowed inside Correctional Home premises. The successful Contractor/ Supplier shall apply for identity card as per annexure.

19. RESPONSIBILITIES OF THE CONTRACTOR/ BIDDERS:

- (a) The contractor/supplier shall ensure that all items, specification and condition as given in the contract document are being met.
- (b) Adequate number of personnel with required skill should be posted to serve the requirement of Correctional Home(s) for which he has been selected as successful.
- (c) The Contractor shall issue the identity card, after approving from the Superintendent of the concerned Correctional Home(s), for the employees engaged by him.
- (d) It shall be the sole responsibility of the Bidder/ bidder to abide by the provisions of the following acts to the workers engaged by him for performance of his contract:
 - i) Employment of Children Act;
 - ii) Workmen Compensation Act;
 - iii) Employment of Labour/ Contract Labour Act;
 - iv) Minimum Wages Act;
 - v) Employee Provident Fund Act;
 - vi) Any other act or legislation which may govern the nature of contract;
 - vii) Any other law or act or rule as may be forced and make applicable in this regard.
- (e) The Contractor shall be liable to pay compensation to any loss or damage caused to the property of Correctional Home(s) or its inmates by the Contractor or his workers.
- (f) The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any of his staff; the Contractor shall be under obligation when instructed by the authority. Any liability arising on the Correctional Home authority due to the activities of the Contractor or his workers/staff shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor.
- (g) The Contractor shall be fully responsible for any accident or mishap involving workers engaged by the Contractor and the Contractor would pay any claims made on this part. There would be no liability towards the workers of the Contractor by the Correctional Home authority or the successful bidder (s) of the next contract. The Contractor shall make necessary arrangement of absorption of his staff at other establishment run by him. Failure to do this shall entail penalties such as deduction of security deposit, blacklisting etc.

- (h) The Contractor shall ensure the health of the workers engaged by him and shall carry out periodical medical check-up at regular interval by his own cost/ arrangement and shall bear all the expenses in this regard including treatment to be given to workers.
- (i) The Contractor shall maintain register of his workers and or staff showing the details of payment / salary issued by the Contractor to them.
- (j) In the event of any dispute, legal or other proceedings by any party or parties as the case may be concerning the constitution or composition of the Contractor, the ADG & IG of Correctional Services, West Bengal reserves all rights to take necessary action as may deem fit including termination of contract or withholding the payment due to or accrued to the Contractor.***

20. ARBITRATION:

- (a) THAT if any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the **CONTRACTOR/ SUPPLIER AND THE SUPERINTENDENT OF THE CORRECTIONAL HOME(S)** upon or in relation to or in connection with or arising out of this tender, it shall be referred to for arbitration by the **AIG (North) of Correctional Services, West Bengal**, who shall give written award of his decision to the parties.

21. Tender Committee:

The Tendering Committee (both Tender Opening & Selection) has been constituted with the following composition:

- (1) The Addl. IG(North) of Correctional Services, West Bengal—Chairman
- (2) The Superintendent, Cooch Behar District Correctional Home- Member-Secretary
- (3) The Treasury Officer/Addl. Treasury officer, Siliguri Treasury-I - Member
- (4) The Medical Officer of Cooch Behar District Correctional Home, --Member
- (5) The Assistant Agricultural Marketing Officer,- Member
- (6) Controller, Cooch Behar District Correctional Home- Member

22. No officer of a Correctional Home, nor any person in trust for, or employed by him shall have any interest, directly or indirectly in any contract for the supply of any Correctional Home articles. Again any of his/her relatives is not allowed to participate in tender process for supply of Correctional Home articles.

23. Dates & Information:

SCHEDULE TO TENDER-II

1	DATE OF PUBLISHING	25-10-2021
2	DATE OF DOCUMENT DOWNLOAD START	25-10-2021
3	DATE OF PRE-BID MEETING	02-11-2021 01.00 P.M
4	DATE OF BID-SUBMISSION START DATE	25-10-2021
5	DATE OF BID-SUBMISSION END DATE	08-11-2021 02.00 P.M
6.	Date of submission of EMD (along with list of articles), Sample, Brand Name, Annexure-I	11-11-2021 up to 04.00 P.M
6	BID OPENING (TECHNICAL PROPOSAL START DATE)	12-11-2021 10.00 AM

Tender Papers (as specified under para No. 6) with tender Number superscribed on the envelope may be submitted in the office of the Superintendent, Cooch Behar District Correctional Home on any working date from 11-00 a.m. to 4-00 p.m. before the last date and time fixed for submission of tender.

24. ADG & IG of Correctional Services, WB RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCY AFTER PUTTING UP A NOTICE.

25. No objections will be entertained raised by any Bidder who will be present during opening of bid, or from any Bidder who will absent at the time of opening of bid. No informal Bidder will be entertained in the Bid further.

26. During the scrutiny, if it comes to the notice to tender inviting authority that the bona fides or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

27. **The District Tender Selection Committee reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.**

Sd/-
Superintendent
Cooch Behar District Correctional Home

No. 2159/1(11)/TN-2021

Date: 01-10-2021

Copy sent for information and taking necessary action to:-

1. The ADG & Inspector General of Correctional Services, West Bengal, Directorate of Correctional Services. Jessop Buildings, 1st Floor, 63, N.S. Road, Kolkata-700001.
2. The Addl. Inspector General of Correctional Services (N), Kachari More, Siliguri, West Bengal.
3. The District Magistrate, Cooch Behar.
4. The Superintendent of Police, Cooch Behar.
5. The Sub Divisional Officer, Cooch Behar.
6. The Treasury Officer, Cooch Behar Treasury-I, Cooch Behar.
7. The Chief Medical Officer of Health, Cooch Behar.
8. The Post Master, Cooch Behar Head Post Office, Cooch Behar.
9. The Divisional Information & Cultural Officer, Cooch Behar.
10. The Assistant Director and Agricultural Marketing Officer(Admn), Cooch Behar.

He is requested to

(a) provide the Local Market Rate or M.R.P. (wherever applicable) of the items before 11.11.2021. This may be treated as most urgent and may be completed within the stipulated time on priority basis.

(b) attend the meeting of the Selection Committee of DTC on the specified date as noted above or may arrange for an authorized representative in case of his unavailability to attend the programme. In case of authorized representative, Name address and Contact No. (Mobile Phone No.) of the authorized representative may kindly be communicated to this office prior to the above noted date(s) and/ or the dates of the meeting of DTC which will be communicated time to time.

"The Superintendent, Cooch Behar District Correctional Home, for and on behalf of the Governor of West Bengal, invites tenders for supply of dietary and misc. articles along with bona fides are to be supplied to Cooch Behar District Correctional Home of West Bengal for the period from upto 31.03.2022:

Tender Inviting Notice No. DCSWB/CBRDCH/03/TN-2021 Date: 01-10-2021.

Last date of submission of tender: 08.11.2021 (as specified in the schedule II).

Full particulars may be had from the website www.wbtenders.gov.in .

The ADG & Inspector General of Correctional Services, West Bengal reserves the rights to cancel any or all the tenders without showing any reason."

Sd/-
Superintendent
Cooch Behar District Correctional Home

Govt. of West Bengal
Office of the Superintendent
Cooch Behar District Correctional Home, Cooch Behar
Phone No- 0353-2435850, E-mail- supdtcswb.cdch-wb@gov.in

SCHEDULE TO TENDER-III
Description of Items

SL. NO.	NAME OF ARTICLE	UNIT OF RATE	SPECIFICATION OF THE ARTICLE	SAMPLE TO BE SUBMITTED(WEIGHING MINIMUM 100 GMS) IN SEAL COVER.
1	Potato	Per Kg.	Good Quality, Standard Variety, each must not be less than 25.4 mm or 1" in dia.	Nil
2	Onion	Per Kg.	Fresh & Good quality.	Nil
3	Green Chilly	Per Kg.	Fresh & Good quality.	Nil
4	Green papita	Per Kg.	Fresh & Good quality	Nil
5	Country bean	Per Kg.	Fresh & Good quality	Nil
6	Cabbage	Per Kg.	Fresh & Good quality	Nil
7	Red Pumkin	Per Kg.	Fresh & Good quality	Nil
8	Brinjal	Per Kg.	Fresh & Good quality	Nil
9	Lowka	Per Kg.	Fresh & Good quality	Nil
10	Cauliflower	Per Kg.	Fresh & Good quality	Nil
11	Green Plantain	Per Kg.	Fresh & Good quality	Nil
12	Patal	Per Kg.	Fresh & Good quality	Nil
13	Ladies Finger	Per Kg.	Fresh & Good quality	Nil
14	Jhinga	Per Kg.	Fresh & Good quality	Nil
15	Karala	Per Kg.	Fresh & Good quality	Nil
16	White Pumkin	Per Kg.	Fresh & Good quality	Nil
17	Barbati	Per Kg.	Fresh & Good quality	Nil
18	Carrot	Per Kg.	Fresh & Good quality	Nil
19	Kakrol	Per Kg.	Fresh & Good quality	Nil
20	Chichinga	Per Kg.	Fresh & Good quality	Nil
21	Squash	Per Kg.	Fresh & Good quality	Nil
22	Mukhi Kachu	Per Kg.	Fresh & Good quality	Nil
23	Pui Sag	Per Kg.	Fresh & Good quality	Nil
24	Radish	Per Kg.	Fresh & Good quality	Nil
25	Ripe Tomato	Per Kg.	Fresh & Good quality	Nil
26	Green Mango	Per Kg.	Fresh & Good quality	Nil
27	Hug Plum	Per Kg.	Fresh & Good quality	Nil
28	Green Olive	Per Kg.	Fresh & Good quality	Nil
29	Cucumber	Per Kg.	Fresh & Good quality	Nil
30	Sweet Lemon	Per Pc.	Fresh & Good quality	Nil

31	Pati Lemon	Per Pc.	Fresh & Good quality	Nil
32	R.S Banana/R.C. Banana.	Per Pc.	Fresh & Good quality	Nil
33	Whole Pona Fish	Per Kg	Fresh Rohi, Katal, Mrigel and Kalbosh, each fish must be 750 grams and above in weight, Katla must not be more than one third of total supply of each day.	Nil
34	Hen's Egg	Per Kg.	Fresh and good quality and must not be less than 49 grams each in weight.	Nil
35	He- Goat Meat	Per Kg.	Castrated fresh he goat, weighing not less than 5.0 Kg, with first class Municipal Seal and without heads, loafs, hearts and entrails. It the Municipal Seal is wanting the animal must be brought before the Superintendent of the correctional home for his approval and slaughtered within the correctional home area before any Correctional Home Officer. The animal must contain the male organ and a tuft of hair at the end of the tail, the latter will be detached before weighing in correctional home.	Nil
36	Soyabean Nuggets	Per Kg.	Fresh and good quality. Free from foreign matters. Free from bad smell	Sample (100 GM X 2) Brand Name & M.R.P.
37	Ginger	Per Kg	Fresh & good quality	Nil
38	Garlic	Per Kg	Fresh & good quality	Nil
39	Jeera	Per Kg	Fresh & good quality	Sample (100 GM X 2)
40	Corriender	Per Kg	Fresh & good quality	Sample (100 GM X 2)
41	Turmeric	Per Kg	Fresh & good quality	Sample (100 GM X 2)
42	Rice(Swarna Masuri)	Per Kg	Fresh & good quality, free from foreign matters.	Sample (100 GM X 2)
43	Atta	Per Kg.	Fresh & good quality	Sample (100 GM X 2)
44	Muri	Per Kg	The article should be fresh, good in quality free from foreign matter, bad smell and taste.	Sample (100 GM X 2)
45	Chira	Per Kg.	Fresh & good quality	Sample (100 GM X 2)
46	Bread	Per Kg.	Fresh & good quality	Sample (100 GM X 2)
47	Gram Chattu	Per Kg.	Fresh & good quality	Sample (100 GM X 2)

48	Biscuit	4.8 Kg cartoon	Thin Arrowroot. Brand & MRP should be mentioned.	Sample (100 GM X 2) Brand Name & M.R.P.
49	Tea (CTC)	Per Kg	Fresh & good quality	Sample (100 GM X 2)
50	Cow's Milk	Per Kg	Fresh and good quality. Sealed packet.	Nil
51	Sugar	Per Kg	Fresh & good quality	Sample (100 GM X 2)
52	Velly goor	Per Kg	Non-gelatinous, dry, fresh and good quality, free from bad melll.	Sample (100 GM X 2)
53	Salt	Per Kg	Should be Iodised. Brand should be mentioned.	Sample (100 GM X 2) Brand Name & M.R.P.
54	Mustard Oil	Sealed tin containing 15 Kgs.	Ag-mark & Brand must be mentioned.	Sample (100 ml X 2) Brand Name & M.R.P.
55	Musur Dal	Per Kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily & must be whole and not split.	Sample (100 GM X 2)
56	Mug Dal	Per kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily.	Sample (100 GM X 2)
57	Matar Dal	Per kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily.	Sample (100 GM X 2)
58	Arhar dal	Per Kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily.	Sample (100 GM X 2)
59	Kalai/Biuli Dal	Per Kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily.	Sample (100 GM X 2)
60	Gram Dal	Per Kg	Should be fresh, free from bad smell and taste, weevils, weevils eaten grains, foreign matters and all other impurities. Should boil easily.	Sample (100 GM X 2)

61	Slacked lime	Per 25kg bag	Fresh and good quality	Nil
62	Dhuna	Per kg	Good quality. Free from Foreign matters.	Sample (100 GM X 2)
63	Cocomut Oil	Per Kg	Good quality. Brand name must be mentioned.	Nil
64	Lal Dant Manjan	per 20 gms packet	Good quality. Brand name must be mentioned.	Nil
65	Shaving Blade	Per pc	Good quality. Brand name must be mentioned.	Nil
66	Broom stick	Per Kg	Good quality	Nil

Only one rate for each item should be submitted. In case a supplier fails to supply at the approved rate, next higher rate may be considered.

Signing of contract - The contract deed should be signed within a week from the date of receipt of the acceptance letter failing which the Earnest. Money will be forfeited to the Government. Illegible writing and overwriting in tender will not be accepted.

Conditions of supply -

- 1) Selected Bidders shall submit hard copy of their documents (Technical Bid) before execution of supply orders.
- 2) Delivery of the articles should be made free of all charges at the respective Correctional Home at the time to be fixed by the Superintendent of Correctional Home.
- 3) Supply of the articles should be made in conformity with specifications and as per approved samples.
- 4) Other conditions are as per prescribed contract deed which is obtainable at the office of the Correctional Home.
- 5) Number of samples- three for each item for other Correctional Homes.
- 6) Period of supply up to 31.03.2022 **and/or up to next date of commencement of the supply at per rate of items as accepted by DTC.**
- 7) Actual Requirement of articles may be available with the Superintendents of the concerned Correctional Homes. Requirement of articles may vary from time to time depending upon inmate population.
- 8) For further help: **HELP LINE: Phone No. 0353-2435850, email- supdcswb.cdch-wb@gov.in**

Sd/-
Superintendent
Cooch Behar District Correctional Home

ANNEXURE-I

**PROFORMA INFORMATION ROLL FOR BIDDERS/ BIDDERS
TO BE REQUIRED FOR TENDER FOR SUPPLY OF DIETARY AND MISCELLANEOUS ARTICLES IN
CORRECTIONAL HOMES IN WEST BENGAL.**

***Please note that all information should be mentioned clearly without any overwriting. **
(Please use Block Capital Letters).*

All particulars should be supported with original copy during signing of contract deed.

PLEASE AFFIX
RECENT
PASSPORT SIZE
PHOTOGRAPH
(DULY SIGNED BY
THE APPLICANT)

- 1. **NAME OF THE APPLICANT IN FULL (IN BLOCK CAPITAL) :** _____
WITH ALIASES, IF ANY, _____
(PLEASE INDICATE IF YOU HAVE ADDED OR _____
DROPPED, AT ANY STAGE,
ANY PART OF YOUR NAME OR SURNAME).
 - a) **Nationality (Please attach Valid Voter's Identity Card):** _____

- 2. **PRESENT ADDRESS IN FULL:** _____
(I.e. VILLAGE, THANA AND DISTRICT _____
OR HOUSE NUMBER, LANE, STREET _____
AND ROAD, PIN):

- 3. **BUSINESS ADDRESS IN FULL :** _____
(I.e. VILLAGE, THANA AND DISTRICT _____
OR HOUSE NUMBER, LANE, STREET _____
AND ROAD, PIN):

- 4. **VALID CONTACT NO:** _____

- 5. **FATHER'S NAME IN FULL WITH ALIASES, IF ANY:** _____
 - a. **PRESENT POSTAL ADDRESS:** _____
(IF DEAD, GIVE LAST ADDRESS) _____
 - b. **PERMANENT HOME ADDRESS:** _____
(I.e. VILLAGE, THANA AND DISTRICT _____
OR HOUSE NUMBER, LANE, STREET _____
AND ROAD, PIN): _____
 - c. **PROFESSION:** _____

- 6. **NATIONALITY (WHICHEVER ARE APPLICABLE) :-**
 - a. **FATHER:** _____
 - b. **Mother:** _____
 - c. **HUSBAND:** _____
 - d. **WIFE:** _____

7. **EXACT DATE OF BIRTH** :
(TO BE SUPPORTED BY PROPER DOCUMENTS

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

I.E. BIRTH REGISTRATION CERTIFICATE,
ADMIT CARD OF WEST BENGAL BOARD OF
SECONDARY EDUCATION/ OR ANY OTHER RECOGNISED BOARD)

8. **PRESENT AGE AS ON 01.07.2016** : _____

9. **PLACE OF BIRTH (DISTRICT AND STATE)** : _____

10. **RELIGION:** _____

11. **EDUCATIONAL QUALIFICATION:** _____

12. **BUSINESS DETAILS:**

a. **NAME OF THE COMPANY/FIRM/:** _____
CO-OPERATIVE SOCIETY: _____

b. **NATURE OF THE FIRM:** _____
(PROPRIETORSHIP, PARTNERSHIP,
SSI UNIT, GOVT. UNDERTAKING,
CO-OPERATIVE SOCIETY, COMPANY, FIRM ETC.).

c. **ADDRESS IN FULL:** _____
(I.e. VILLAGE, THANA AND DISTRICT _____
OR HOUSE NUMBER, LANE, _____
STREET AND PIN). _____

d. **REGISTRATION NO. (WHEREVER APPLICABLE):** _____
(SSI Unit/ Co-operative Society)

e. **Whether Registered as SSI Unit:** _____
If so give attested photo copy of the certificate stating the validity

f. **Amount of EMD Submitted (Rs):** _____
If wants to avail exemption then so give attested photo copy of the certificate to be issue by
the competent authority stating the validity.

g. **NAME OF THE REPRESENTATIVE** : _____

1) **Valid Contact No.** : _____

2) **Valid email ID** : _____

h. **NATURE OF REPRESENTAION** : _____
(PLEASE SPECIFY PROPRIETOR/ EMPLOYEE/AUTHORISED PERSON)

(Please submit proper authorisation certificate / employment certificate from the competent authority.)

i. **GST REGISTRATION NO.:**

(i) Business details as per GST Certificate:

(Please attach photo copy of GST Registration Certificate)

j. **P. TAX REGISTRATION/ ENROLLMENT NO.:**

k. **P. Tax deposited during:**

Sl. No.	Year	Annual gross turnover of sales (Rs)	P. Tax paid (Rs)	Whether submitted online/ Manual
1	2017-18			
2	2018-19			
3	2019-20			

I. Annual gross turnover of sales /Net Sales/ Net Profit:

Sl. No.	Year	Annual gross turnover of sales (Rs)	Net Sales (Rs)	Profit before deduction of Tax	TAX paid (P. Tax, I. Tax etc)	Net Profit (Rs)
1	2017-18					
2	2018-19					
3	2019-20					

(Please attach photo copy of P. Tax enrolment Certificate and clearance Certificate & Validity Documents and summary of audited balance sheet. Respective figures shall be marked / highlighted properly.)

m. Experience

Sl. No.	Year	Works completed in other Govt. institutions (Rs)	Nature of Work	Works completed in Correctional Homes (Rs)	Nature of Work
1	2017-18				
2	2018-19				
3	2019-20				

n. PAN NO. OF THE COMPANY/FIRM/CO-OP. SOC. ETC.:

Sl No.	Year (FY)	Total Taxable Income (Rs)	Income Tax paid (Rs)
(1)	2017-18		
(2)	2018-19		
(3)	2019-20		

(Please attach photo copy of PAN and Income Tax Returns/ acknowledgement as specified in NIT)

o. PAN NO. OF REPRESENTATIVE:

(Please attach photo copy of PAN and Income Tax

Returns of the Representative. If proprietor himself is representative, then mention it clearly.)

p. IN CASE OF CO-OPERATIVE SOCIETY:

(i) ARCS REGISTRATION NO. : _____

(ii) Whether exempted from Earnest Money Deposit: _____

(iii) Whether certificate for exemption from Competent authority has been given, if so pl. mention: _____

(iv) Period and Date of Audit: _____

(Please attach legible photo copy of ARCS REGISTRATION certificate and authority for area of operation and certificate from Competent Authority for exemption from Earnest Money Deposit. No exemption from Earnest Money Deposit will be allowed without appropriate certificate. Current audit report from the competent authority shall be attached. Please specify the reason with document in case of non-availability of current audit report.)

q. TRADE LICENSE NO. AND NAME OF THE ISSUING AUTHORITY:

1	NAME OF THE ISSUING AUTHORITY	
2	Valid Trade License Number with date	
3	Validity Period	
4	Business as per Trade License	
5	Whether any Food License , if so state the No.:	

(Please attach legible photo copy of TRADE LICENSE and Food License).

r. WHETHER THERE IS ANY FOREIGN INVESTMENT: _____

s. Whether there is any Service Tax Registration: _____

t. Whether audit of the firm has been conducted regularly. _____

If so, summary of the balance sheet for last three audits shall be attached.

13. WHETHER THERE IS ANY GOVT. DUE AND OR LIABILITY IS KEPT PENDING BEFORE ANY GOVT. AND OR WITH THE INSTITUTION. IF YES PLEASE SPECIFY.

14. WHETHER BLACK LISTED AND OR BANNED BY ANY GOVT. AND OR OTHER CONCERN. IF YES PLEASE SPECIFY THE REASONS THEREOFF.

15. HAVE YOU EVER BEEN CONVICTED BY A COURT OF ANY OFFENCE OR CHARGE-SHEETED BY THE POLICE IN CONNECTION WITH ANY CRIMINAL PROCEEDING? IF SO, FULL PARTICULARS OF THE CASE SHOULD BE GIVEN.

16. NAME OF THE TWO RESPONSIBLE PERSONS OF YOUR LOCALITY OR TWO REFEREES TO WHOM YOU ARE KNOWN. a) _____ b) _____

I do hereby certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which might impair my fairness for business and or participation in tender under government concern or others. I understand that submission of false information will make me liable and ineligible for considering me and or my firm/ company/ co-operative society (separate sheet showing authorisation from the co-operative society/ company, in case of representatives, shall be attached) from participating in the tender process invited by the D.G. & IG of Correctional Services, West Bengal (Head of the Directorate of Correctional Services, West Bengal). I have also gone through the terms and conditions as stated in the NIT and I shall abide by all the clauses of NIT.

Date:

Place:

FULL SIGNATURE OF THE CANDIDATE/BIDDER/BIDDER WITH SEAL

(Certificate to be signed by competent authority as per NIT); AND Affidavit (TO BE SUBMITTED IN A NON-JUDICIAL STAMP PAPER OF Rs. 10.00.) in separate sheet from the competent authority as per NIT shall be attached.

Certified that I have known Shri/Shrimati....., son/daughter of Shri..... of..... for the lastyears.....months and that to the best of my knowledge and belief the particulars furnished by him/ her are correct.

Date:

Place:

Signature with seal

Designation or status and address

ANNEXURE-II

MODEL FORM OF WARRANTY CLAUSE
(See Clause 11(a) of Rule 47 of W.B.F.R. - I)
(To be signed by the Contractor/Successful bidder)

The contractor/seller (Name) hereby declares that the goods/stores/articles sold to the buyer (Name of the Correctional Home) under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause(s) (as per NIT) hereof and the Contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of _____ days/months from the date of delivery of the said goods/stores/articles to the Purchaser and that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved that said goods/stores/articles, if during the aforesaid period of _____ days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser in that behalf will be final and conclusive) the Purchaser will be entitled to reject that said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the Seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Purchaser otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

ANNEXURE-III

SAMPLE CONTRACT DEED

For use of Correctional Home

Submit a duplicate copy of the deed to the Directorate of Correctional Services, WB

(To be prepared on the stamp paper.)

All the pages should be signed by the Superintendent (with seal and date) and the Contractor/Supplier(with seal and date)

This Contract Deed is entered in to this _____ by and among:

The Governor of west Bengal through the Superintendent, _____
Correctional Home having its office at

And

Whereas

A. The ADG & IG of Correctional Services, West Bengal having his office at Directorate of Correctional Services, WB, Jessop Building, 63, N. S. Road, Kolkata-700001 invites tender for and on behalf of the Governor of West Bengal for supply of **DIETARY AND MISCELLENEOUS ARTICLES** for the period w.e.f. ____UPTO____to **different** Correctional Homes of West Bengal as mentioned under Para (2) of the NIT by the last dates of receiving tenders mentioned against each as per NIT.

B. _____

_____ intends to take part in the tender process invited by the ADG & IG of Correctional Services, West Bengal for the _____ Correctional Home and submit his tender papers after reading the terms and conditions as mentioned in the NIT _____carefully.

C. The Central Tendering Committee (herein under will be referred as CTC) selects (Name of the party) _____

_____ for supply of following items for the period.e.f.____ UP TO ____ to :

(a) _____ at the accepted rate of Rs._____ per _____ vide Memo No._____ from Directorate of Correctional Services, West Bengal.

(b) _____ at the accepted rate of Rs._____ per _____ vide Memo No._____ from Directorate of Correctional Services, West Bengal _____

(c) _____ at the accepted rate of Rs._____ per _____ vide Memo No._____ from Directorate of Correctional Services, West Bengal.

- D. _____ the successful Bidder reported to the Office of the Superintendent, _____ Correctional Home for signing of contract deed and supply of items for which he has been selected by the CTC.
- E. Verification of documents as prescribed in terms of NIT has been made and found satisfactory.

TERMS:

1. The estimated cost of item(s) to be required for the _____ Correctional Home during the tender period w.e.f. _____ has been calculated and placed below:

a) _____	Rs. _____
b) _____	Rs. _____
c) _____	Rs. _____
Total	Rs. _____

2. Security Deposit has been calculated at the rate of 5% of the total estimated value as mentioned herein above and would come to Rs. _____. (Please calculate round-up value.)

3. Security Money Deposit/ Performance Guarantee, as the case may be, to the tune of Rs. _____ only shall be required to be made in the form of _____ (NSC/ KVP/ TR/ DRAFT) details of which has been placed below:

4. The Security Deposit/ Performance Guarantee, as the case may be, will be liable to forfeiture as enumerated in Clauses 17 & 18 of NIT.

5. Orders for the supply of the approved items will be placed to _____ after the execution of the agreements, in phases as and when required basis.

6. The said contractor will attend daily on or before the hour of 12o' clock or at the time as fixed by Superintendent, _____ Correctional Home either in person or by a person duly authorized in writing to receive the store order/ indent from the Superintendent, _____ Correctional Home or other officer authorized in that behalf for supply of articles under this contract and he shall during the period of _____ deliver or cause to be delivered at the Correctional Home at the prices mentioned in the schedule as per order of the Superintendent of the said Correctional Home or other officer-in-charge of the said Correctional Home or any other person duly authorized in that behalf such quantity of articles enumerated in the schedule hereto as shall be so required or ordered.

7. All orders for articles under this contract shall as a rule be given before 12 o' clock of the day preceding or the time fixed by the Superintendent of the said Correctional or any other officer and or staff in that behalf that upon which the articles may be required but the said contractor shall not be entitled to such notice as on right but shall be prepared to deliver any articles on shorter notice.

8. The articles so to be delivered as afore-said shall be of the quantities specified in the schedule hereto and where musters or samples are given in every respect equal to such musters or samples and the decision of the officer requiring or ordering the articles as to their quantity or conformity with the musters and samples shall be final and binding on the said contractor and or his representative and all related article, if found sub-standard in

quality, shall be destroyed as per provisions of NIT or shall be replaced immediately if the Correctional Home authority agrees and the Contractor shall again supply the articles in conformity with the standard as per samples. In that case no payment shall be made for the sub-standard items.

9. If and whenever the said contractor shall supply any articles of an inferior or sub-standard quality (whether such articles shall be related or not) he shall be liable to fine as shall be fixed by the authority for each offence and it shall be lawful for the Governor to deduct the amount thereof from any money which may be due by him to the said contractor or to realize the same from the security deposit of the said contractor which shall at once be made up again by the said contractor to the full amount.
10. _____ shall have to supply within the specified time schedule that had been assured as prescribed by the Superintendent, _____ Correctional Home.
11. All supplies will have to be completed by immediate door delivery after issuance of order by phone/fax/e-mail System _____ Correctional Homes. **NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.**
12. In case of non-supply/less supply of any item by any approved lowest quoted Bidder, the Tender Committee can ask for willingness to L2 / L3 / L4 etc Bidder to supply at L1 rate (lowest approved rate).
13. The tendering authority reserves the right to purchase any item of the Schedule at the approved rate from any outsider (Non- Bidder) during the tender period in case of emergency, if the Bidder fails to supply such items.
14. The tendering authority reserves the right to procure any item, of the tender directly from a State/ Central Govt. undertaking even if a tender for the same has been offered/ accepted.
15. In case of **supply of the sub-standard** items found quality assurance norms by the appropriate authority will not be returned to the Bidder for replacement but will be destroyed and the payment of the defective ITEMS will not be made to the supplier or if paid in the meantime, is to be deducted from the pending bills of the Bidder.
16. In case of supply of **defective item found in respect of packaging or labeling**, Bidder will be asked to replace the same.
17. In **addition to rejection of the supply**, the ADG & IG of Correctional Services, WB and the Superintendent of _____ Correctional Home will have the right to cancel the supply order wholly or in part, to forfeit security deposit and to recover the loss, if any, of the Govt. by making deductions from any pending claim of the supplier/ Security Deposit, as may be deemed fit in addition to action may be taken by police, or by tendering authority of the State Government or the Government of India or by any individual under the law of the land.
18. **Debarment from participation in next tender processes of the Directorate of Correctional Services, WB :**

The tender selection committee reserves the right to declare a BIDDER/FIRM/ CO-OPERATIVE SOCIETY/ Company blacklisted for three (03) years due to the following reasons:

If the supplier:

- a. Withdraws from agreement** after achieving the “Lowest Quoted Bidder”
 - b. Failure in supply within stipulated period** during the tenure of the tender period or its extensions.
 - c. In case of supply of SUB-STANDARD ITEM/ITEMS**, particular item(s) shall only be **compared with sample submitted by the Bidder, which are duly authenticated by the CTC.**
 - d. In consequence of submission of false or fabricated documents** by any Bidder/Co-operative Society/firm/ company for participating in the tender, if proved later on, penal action shall be drawn against the Bidder/Co-operative Society/firm/ company as may be deemed fit by DTC or the Addl.IG(North) of Correctional Services, West Bengal being the Chairman of the Central Tender Committee.
 - e. Quoting absurdly high or low rate** in the opinion of Tender selection Committee, with the intention to vitiate the tender process if proved later on, penal action shall be drawn against the Bidder/Co-operative Society/firm/ company as may be deemed fit by DTC or the Addl.IG(North) of Correctional Services, West Bengal being the Chairman of the Central Tender Committee.
 - f. Submission of tender during the period of blacklisting** of a Concern /Company/ Co-operative Society, its Principals/ or sister concern (where the Bidder have any amount of shares) shall also be treated as blacklisted either by Tender Inviting Authority.
- 3) The Directorate of Correctional Services, WB will have the right to inspect the sample units submitted by the Bidder/ bidders before accepting the rates quoted by them or at any point of time during continuation of the tender and the Department will also have the right to reject tender or terminate/ cancel the purchase order(s) and/ or not to re-order based on the adverse reports brought during those inspections.**

19. Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions:

For delay in the supply of items ordered beyond the stipulated date:

- a. In respect of all consignment, immediate supply must be made.**
 - b. Part supply will not be considered**
 - c. For delays, the work order for the non- supplied portion will be considered as cancelled straightaway.**
 - d. However, if the stipulated period ends on Saturday, Sunday or Govt holidays, supply should be made as per requirement.**
 - e. The provision of penalty cannot be waived in any case.**
 - f. For failure to supply, the Bidder/ firm quoting L2 will be selected after issuance of show cause notice to the concerned vendor.**
 - g. The Bidder/Firm will be blacklisted after issuance of a Show-Cause letter for such delay.**
 - h. For Bidder/firms who fail to supply the full order in time within the tender period and its extensions- the whole Earnest Money and the Security Deposit will be forfeited and the firm and its principals will be debarred from participation in the tenders for the next three years.**
- 20. The names of the defaulting suppliers is liable to be put up in the Departmental website. Enhancement of rates of raw materials etc or the fact that the tender period has been extended will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order.**

21. PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRAUDULENT/ MISLEADING DOCUMENTS:

If during the tender process or at any state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those Bidder who have submitted false/ misleading/ fraudulent documents or made incorrect declarations.

The penal measure will be:

- a. Forfeiture of Earnest Money.
- b. Forfeiture of Security Deposit if enlisted as a supplier;
- c. Forfeiture of Performance Guarantee deposited by the Successful Co-operative Societies;
- d. Black listing from all Departmental tenders of the Bidder/Suppliers/Co-operative Societies for a period of three years.

22. VALIDITY PERIOD OF AGREEMENT:

The contract period will be for a period from the date of commencement of supply and /or date of signing of contract deed to 31st December 2014 **and/or up to next date of commencement of the supply at per rate of items as accepted by CTC.**

23. INSPECTION:

The competent authority may visit any or all the above 25 Correctional Homes at any day, at any time in a regular basis for inspection, to adjudge its assured supply and take decision accordingly for L1 status.

24. RESPONSIBILITIES OF THE CONTRACTOR/ BIDDERS:

- (a) The contractor/supplier shall ensure that all items, specification and condition as given in the contract document are being met.
- (b) Adequate number of personnel with required skill should be posted to serve the requirement of Correctional Home(s) for which he has been selected as successful.
- (c) The Contractor shall issue the identity card, after approving from the Superintendent of the concerned Correctional Home(s), for the employees engaged by him.
- (d) It shall be the sole responsibility of the Bidder/ bidder to abide by the provisions of the following acts to the workers engaged by him for performance of his contract:
 - i. Employment of Children Act;
 - ii. Workmen Compensation Act;
 - iii. Employment of Labour/ Contract Labour Act;
 - iv. Minimum Wages Act;
 - v. Employee Provident Fund Act;
 - vi. Any other act or legislation which may govern the nature of contract;
 - vii. Any other law or act or rule as may be forced and make applicable in this regard.
- (e) The Contractor shall be liable to pay compensation to any loss or damage caused to the property of Correctional Home(s) or its inmates by the Contractor or his workers.
- (f) The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any of his staff, the Contractor shall be under obligation when

instructed by the authority. Any liability arising on the Correctional Home authority due to the activities of the Contractor or his workers/staff shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor.

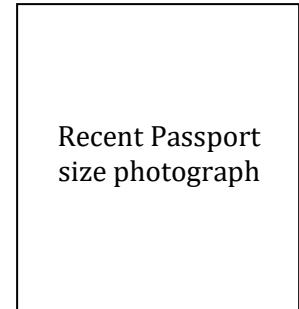
- (g) The Contractor shall be fully responsible for any accident or mishap involving workers engaged by the Contractor and the Contractor would pay any claims made on this part. There would be no liability towards the workers of the Contractor by the Correctional Home authority or the successful bidder (s) of the next contract. The Contractor shall make necessary arrangement of absorption of his staff at other establishment run by him. Failure to do this shall entail penalties such as deduction of security deposit, blacklisting etc.
- (h) The Contractor shall ensure the health of the workers engaged by him and shall carry out periodical medical check-up at regular interval by his own cost/ arrangement and shall bear all the expenses in this regard including treatment to be given to workers.
- (i) The Contractor shall maintain register of his workers and or staff showing the details of payment / salary issued by the Contractor to them.
- (j) ***In the event of any dispute, legal or other proceedings by any party or parties as the case may be concerning the constitution or composition of the Contractor, the Central Tendering Committee (CTC) reserves all rights to take necessary action as may deem fit including termination of contract or withholding the payment due to or accrued to the Contractor.***

25. ARBITRATION:

- (a) THAT if any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ***CONTRACTOR/ SUPPLIER AND THE SUPERINTENDENT OF THE CORRECTIONAL HOME(S)*** upon or in relation to or in connection with or arising out of this tender, it shall be referred to for arbitration by the ***ADG & Inspector General of Correctional Services, West Bengal***, who shall give written award of his decision to the parties.
- (b) ***The decision of the ADG & Inspector General of Correctional Services, West Bengal shall be final and binding on both the parties.*** The venue of the arbitration proceedings shall be at the Office of the ADG & Inspector General of Correctional Services, West Bengal.

ANNEXURE- IV

*PROFORMA FOR IDENTITY CARD
(FOR SUCCESSFUL CONTRACTORS/ SUPPLIERS AND THEIR STAFF)
(SHOULD BE PRODUCED IN THE CORRECTIONAL HOME GATE)
(SHOULD BE SUBMITTED IN BLOCK CAPITAL)*



1. NAME :
2. FATHER'S NAME:
3. ADDRESS: _____

4. DESIGNATION: _____
5. NAME OF THE CONTRACTOR/ SUPPLIER: _____
6. ADDRESS OF THE CONTRACTOR/
SUPPLIER: _____

7. THIS DIRECTORATE ACCEPTANCE ORDER NO.:

8. DATE OF ISSUE: _____
9. VALIDITY PERIOD: _____
10. PURPOSE OF VISIT: _____

SIGNATURE OF THE SUPERINTENDENT
OF THE CORRECTIONAL HOME

SIGNATURE OF THE
CONTRACTOR/ SUPPLIER

SIGNATURE OF THE

Please note that:

1. Superintendent of the concerned Correctional Home shall take a note of declaration from the approved contractor/ supplier concerned and shall preserve the same in his custody.
2. Authenticated copy of document shall be produced by the Contractor/ Supplier in support of information regarding address.