



Government of West Bengal
Directorate of Micro, Small & Medium Enterprises,
Office of the General Manager, District Industries Centre,
Super Market Commercial Complex (1st floor),
P.O.- Suri, Dist.- Birbhum Pin-731101
Email Id- dic.bir907@gmail.com

Memo No.595/Estt./DIC/BIR

Dated:03/01/2023

NOTICE INVITING ELECTRONIC TENDER NO. 13/ESDP/DIC/BIRBHUM/2022-23, dated. 03/01/2023(2nd Call) for Percentage rate e-tender for Providing service for Skill Development Training for Making of Handicraft Products from Water Hyacinth to 30(thirty) no. of Women for 26 days, 30(thirty) no. of sets of Tool kits and Certificates distribution to the trainees under the Scheme Entrepreneurship Skill Development Programme.

NAME OF WORK:- Providing service for Skill Development Training for Making of Handicraft Products from Water Hyacinth to 30 no. of Women for 26 days, 30(thirty) no. of sets of Tool kits and Certificates distribution to the trainees under the Scheme Entrepreneurship Skill Development Programme at Bhagabatipur BIRD Foundation PO. Ahmadpur under Sainthia Dev. Block in Birbhum District.

OFFICER INVITING BIDS: General Manager, District Industries Centre, Birbhum.

The bidders are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document will disqualify the bidders from the tender process.

1. Scope of Work:

Percentage rate Bids are invited e-Tender / e-Bid for the below -mentioned work from the Service Provider of Skill Development Training Contracting firms from India (Submission of Bid through **online**)

Sl. No.	Name of the Work	Earnest Money (Rs.)	Period of Completion/ Supply
1	<p><u>Schedule A.</u> Providing service for Skill Development Training for Handicraft Product from Water Hyacinth to 30(thirty) no. of Women for 26 days, 30(thirty)no. of sets of Tool kits and Certificates distribution to the trainees.</p> <p><u>Schedule B.</u> Place of Skill Development Training for Handicraft Product from Water Hyacinth at Bhagabatipur BIRD Foundation PO. Ahmadpur under Sainthia Dev. Block for 30(thirty) no. of Women for 26days with distribution of 30(thirty) no. of sets of Tool kits to the trainees.</p>	Rs.6,900/-	60(Sixty) days for Schedule

Approximate value of the work is Rs.3,45,395/- (Rupees Three lakh forty five thousand three hundred ninety five only) including all taxes and other charges.

Scope of work for Providing service for Skill Development Training for Handicraft Products from Water Hyacinth includes the following points:-

2. Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of Publish of Tender Documents	05/01/2023 , 11.00 am
2	Date of Document Download start	05/01/2023 , 11.00 am
3	Date of Document Download End	12/01/2023 , 11.00 am
4	Bid Submission Start Date	05/01/2023 , 11.00 am,
5	Bid Submission End Date	12/01/2023 , 04.00 pm
6	Date of opening of Technical proposal at Office of the General Manager, District Industries Centre, Birbhum, Commercial Complex(1 st floor), Suri, At & PO-Suri, Dist-Birbhum.	16/01/2023, 11.00 am
7	Date of opening of Financial Bid at the office of the General Manager, District Industries Centre, Birbhum, Commercial Complex(1 st floor), Suri, At & PO-Suri, Dist-Birbhum.	Will be communicated at the time of finalization of Technical Bid.

N.B:- If the specified date of opening of Technical Proposal and Financial Bid falls on declared holiday or days of bandh or for natural calamity, in that cases the specified date/ dates will be read as next working day, but within the above mentioned same time frame of respective previous date/dates.

3. Eligibility Criteria:

- The bidder shall be an agency/firm duly registered under Company/Society/Cooperative Society Act/Other Govt. Regulation/Proprietorship. [The bidder should possess necessary certificates like Trade license etc. of commissioning of business.]
- The Bidder must have successfully provided similar type of works earlier. Supporting documents must be attached with the Technical Bid. [for Schedule]
- The prospective bidder will submit the proposal for **Schedule** according to capacity.
- The bidder must not be blacklisted anywhere in India or abroad by any organization whatsoever. A certificate or undertaking to this effect must be submitted with the Technical Bid.
- The bidder must have Credentials of similar type of works of minimum 30% turnover of quoted value during last three years.

4. General Conditions:

Bidders shall submit Technical Bid and Financial Bid in two separate envelope inside one big envelope super scribed "Tender of Providing Service for Skill Development Training for Handicraft Products from Water Hyacinth to 30(thirty) no. of Women for 26days, 30(thirty) no. of sets of Tool kits and Certificate distribution to the trainees"

4.1. Technical Proposals (Part-I)

Bidder must provide the following information along with the Technical Bid and original to be verified before awarding the contract

- Company /LLP/Society/ Registration Certificate/Partnership deed along with AOA and MOA, if any.
- PAN / TAN Certificate.
- GST Registration Certificate.
- Audited Balance sheets for the financial Year, 2021-2022
- Professional Tax Clearance Certificate.
- Income Tax (Sara) Acknowledgement Receipt for assessment year(2022-2023)
- Credentials for successful service provider of similar type of works earlier during last three years.

The documents as above will be scrutinized in order to assess the eligibility of the applicant to participate in the Tender. On being fully satisfied about the eligibility the necessary permission may be granted. However the Tender inviting authority reserves the right in this respect.

4.2. Financials Proposals (Part-III)

- h) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The Vendor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Vendor.

4.3. In the event of e-Filing intending bidder may download the tender document from the website <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate.

4.4. A bidder desirous of taking part in the tender shall login to the e-Procurement portal of the website <http://wbtenders.gov.in> using his login ID and password and thereafter may download the tender document from the website directly with the help of Digital Signature Certificate.

4.5. The total E.M.D. payable is **Rs 12,000/- (Rupees Twelve thousand) only** should be paid along with bids through e tender portal. Any tender **without EMD** will be **DISQUALIFIED** and **REJECTED** and price bid will not be considered.

4.6. In case the bidder/s is/are registered with the central purchase organization, **National Small Industries Corporation (NSIC)**, **MSME only the EMD may be exempted** as per Govt. norms. In that case the bidder has to submit copy of valid registration copy along with the Technical bid.

4.7. Bids shall remain valid for a period not less than 120 (One Hundred Twenty) days from the last date of submission of Financial Bid / Sealed Bid.

4.8. Each page of the tender documents i.e. Schedule, supporting documents must be digitally signed by the Bidder.

4.9. Bidder who sign tender on behalf of the Company / Firm must produce the valid Power of Attorney in support of their competency.

4.10. Tenders which do not fulfill the above condition or incomplete in any respect will be liable to rejection. No **CONDITIONAL/ INCOMPLETE TENDER** will be accepted under any circumstances.

4.11. The Tenderer is bound neither to accept the lowest of any tender nor to assign any reason for rejection of any tender and reserves the right to accept the whole or any part of the tender. The tender accepting authority also reserves the right to split the work or to cancel a portion of work, without assigning any reason thereof.

4.12. If any Bidders withdraw his tender before its acceptance or rejection without satisfactory justification, he shall be disqualified to participate in the tender for a period, and the deposited earnest money will be forfeited.

4.13. The successful Bidders will be awarded Notification of Award and shall enter into Agreement of Contract within 15 days of issue of Notification of Award failing of which the acceptance notice will stand cancelled & the earnest money will be forfeited.

4.14. All electrical work shall be carried out in accordance with provision of Indian Electricity Act, Indian Electricity rules and Regulation & Byelaws of the local Electric supply Authority.

4.15. The entire work shall be completed within the stipulated time from the date of issue of the work order/Agreement of Contract.

4.16. Decision of the Purchase Committee as constituted by the competent authority of the Directorate of MSME, Govt. of West Bengal on any matter regarding short listing of vendors shall be final.

THIS IS AN OPEN-BID SYSTEM. BIDDERS/VENDORS ARE PERMITTED TO ATTEND THE TECHNICAL BID/PRICE BID MEETING SUBJECT TO PRODUCTION/ SUBMISSION OF DOCUMENTS. NO SEPARATE LETTER WILL BE ISSUED IN THIS RESPECT. NO TA/DA WOULD BE ADMISSIBLE.

Failure of Order Execution: If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfill any of the terms and conditions in any respect, the Authority reserves the right to cancel the order unilaterally and assign the order to the next eligible bidder.

The rate quoted in the Financial bid shall be inclusive of all taxes, expenditure on the requisite approvals/quality assurance tests/certification/freight & insurance and installation & commissioning of the machinery / **Providing service for Skill Development Training for Handicraft Product from Water Hyacinth to 30 no. of Women for 30 days, distribution of 30(thirty) no. of sets of Tool kits and Certificates to the trainees under Entrepreneurship Development Programme.**

Income Tax will be deducted from each bill of the supplier as per applicable rate and rules in force.

5. Guidelines of Online Submission of Bids :

5.1. Bidding through E-Tendering System :

- a) The bidding under this contract is electronic bid submission through website. Detailed guidelines for viewing bids and submission of online bids are given on the website. The prospective bidder can log on to this website and view the Invitation for bids and can view the details of work for which the bid is invited. The prospective bidder can submit bids on line; however the bidder is required to have enrolment /registration in the web site and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <http://wb-tenders.gov.in> using the relevant option available. Then the digital signature registration has to be done with the e-token, after logging into the site. After this the bidder can login the site through secured login by entering the password of the e-token & the user id/password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- b) The completed bid comprising of documents, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security in case it is provided in the form of DD/FDR.

5.2. Deadline for Submission of Bids :

- a) Complete Bids in two parts as mentioned above must be received by the Employer online not later than the date and time indicated in the Bid Data Sheet.
- b) The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

5.3. Modification/Withdrawal/Late Bids :

- a) The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- b) Bidders are not permitted to modify their bid after final submission of their bids.
- c) No bid shall be allowed to withdrawn after the deadline of submission of bids.
- d) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity as mentioned elsewhere above or as extended pursuant to tender inviting authority's requirement may result in the forfeiture of the bid security.

6. Selection Process:

The successful bidder shall be selected based on the competitive bidding process. The Technical proposal shall be evaluated first and the bidders fulfilling the technical criteria shall be eligible to compete in the financial bid. The bidder with lowest financial quote (Percentage rate) shall be awarded the tender. The rate quotation will be valid for next 06 months and further work order will be issued to lowest financial quote if required. However, the decision of the Purchase/Tender committee is final and binding in selection of the bidder.

7. Payment Milestone:

Sl. No.	Completion of Work	Payment
1	Acceptance of Work Order	Payment will be made after completion of entire Work.
2	Inaugural Programme of Entrepreneurship Skill Development Training Programme for Handicraft Products from Water Hyacinth to 30(thirty) no. of Women for 26 days.	
3	Successful Completion of Entrepreneurship Skill Development Training Programme for Handicraft Products from Water Hyacinth to 30(thirty) no. of Women for 26 days.	
4	Valediction Programme of Skill Development Training for Handicraft Products from Water Hyacinth, Tool kits & Certificate distribution to the trainees(As mentioned in Schedule-A).	


General Manager,
District Industries Centre, Birbhum,
Suri, Birbhum

Memo no. 595 /1(10)/Estt./DIC/BIR

Date 03/01/2023

Copy forwarded for information to:-

- 1) The Sabhadhipati, Birbhum Zilla Parishad, Birbhum.
- 2) The Director, MSME, WB.
- 3) The District Magistrate, Birbhum.
- 4) The Addl. District Magistrate (Dev.), Birbhum.
- 5) The Karmadhyakshya, Kshudra Shilpa, Bidyut -O- Achiracharit Sakti Sthayee Samity, Birbhum Zilla Parishad.
- 6) The DIO, NIC, Birbhum with a request to publish the Notice.
- 7) The Handloom Development Officer, Birbhum.
- 8) The District Officer, WBKVIB, Birbhum.
- 9) The DDO, DIC, Birbhum.
- 10) Establishment Section, DIC, Birbhum.


General Manager,
District Industries Centre, Birbhum,
Suri, Birbhum

INSTRUCTIONS TO TENDERERS

1. Return of E.M.D. to unsuccessful Bidder:

The earnest money deposit will be refunded to the unsuccessful tenderer/bidders without any interest after awarding the contract.

2. Return of EMD to successful Bidder:

The EMD paid by the successful tenderer at the time of tendering will be adjusted as per government prevailing norms.

- i) The E.M.D. shall be forfeited.
- a) If the Bidder withdraws the Tender during the validity period of Tender.
- b) In the case of a successful Bidder, if he fails to sign the Agreement for whatever the reason.

3. Bid Opening and Evaluation:

- a) The offer/ bid will be opened online by a Committee as would be constituted by the competent authority of the Directorate of MSME, Govt. of West Bengal at the time and date as specified in the Notice Inviting Tender.
- b) The Tender Accepting Authority will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer. - All the Statements, documents, certificates, etc., submitted by the Tenderers will be verified for technical evaluation. The technical bids will be evaluated against the specified parameters / criteria and the technically qualified bidders will be identified.
- c) If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
- d) The Employer shall inform, the bidders, who have qualified during evaluation of technical Part of bids, the date & time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- e) Part II of bids of only these bidders will be opened online, who have qualified in Part I of the bid.
- f) Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to conditions, the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity or dispute, the decision taken by the Tender Accepting Authority on tenders shall be final.

4. Process to be Confidential:

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

5. Evaluation and Comparison of Price Bids:

- 5.1. The competent authority will evaluate and compare the price bids of all the qualified Bidders.
- 5.2. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.
- 5.3. Specification & other parameter may be negotiable for maximum output of production/services as well as better performance of the supplied machinery/ equipment.

6. Security Deposit:

The successful bidder of the contract will have to deposit a security amount @ 2% of the tender value rounded off to next hundred through the account payee demand draft of any scheduled Banks approved by RBI in an acceptable forms drawn in favour of the **Sajina Mritsilpa Cluster**, payable at **"UCO Bank, Suri Branch"** (IFSC-UCBA0000454, A/C no. -04540110066027) before the day of allotment. In case of his EMD is retained as part of the security deposit, balance has to be deposited as Security Deposit. If the bidder fails to submit the security deposit within fifteen working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited & other necessary action may be taken. The security deposit will be refunded without interest after twelve months of receiving the machines and satisfactory functioning of the same. Security Deposit may be exempted as per Govt. norms, if any for MSMEs.

7. Penalty Clause:

For non-performance/ delayed performance, the following, all or any penalties may be imposed on the selected agency:

- i) EMD will be forfeited in case of any mid-way unilateral withdrawal from the bidding process.
- ii) Forfeiture of performance security in case of any mid-way unilateral withdrawal from the assignment or delayed performance beyond stipulated period. Beyond time schedule, a penalty @10% will be imposed.

However, decision of the Purchase Committee will be absolute and final in this respect.

AWARD OF CONTRACT

1. Award Criteria:

- i) The General Manager District Industries Centre, Birbhum will award the contract on approval of the tender by competent authority.
- ii) The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.
- iii) During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money.

2. Notification of Award and Signing of Agreement.

- i) The Tenderer whose Tender has been accepted will be notified of the award of the work prior to expiration of the Tender validity period by letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the SPV will pay the Vendor/supplier in consideration of the execution, completion, and maintenance of the Works by the Vendor/supplier as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- ii) When a tender is to be accepted the concerned tenderer shall attend the office of the Director on the date fixed in the Letter of acceptance. Upon intimation being given by the Director, of acceptance of his tender, the Tenderers shall make payment of the Performance Security and additional security deposit wherever needed by way of Demand Draft or Bank Guarantee obtained from a Nationalized / Scheduled Bank with a validity period of duration of Contract period plus defects liability period of 12 months and sign an agreement in the form prescribed by the SPV for the due fulfillment of the contract. Failure to attend the Director's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the Vendor/supplier and the General Manager of District Industries Centre, Birbhum shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the Vendor/supplier and then by the proper officer authorized to enter into contract.
- iii) The successful tenderer has to sign an agreement within a period of 7 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

3. Corrupt or Fraudulent Practices:

- a) The Tenderer require that the bidders / suppliers / Vendor under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government
- b) define for the purposes of the provision, the terms set forth below as follows:
 - i) "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- c) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

4. Right of the Purchaser:

The Purchaser, The General Manager of District Industries Centre, Birbhum the right to suspend the Tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the concerned authorities without any obligation or liability whatsoever.

The Purchase Committee reserves the right to make negotiation, if required any, and to work out splitting of the job amongst the successful interested Bidders with a view to completion of the job within the time limit.

5. Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to the whole process of this Tender shall be settled in the Court of Competent Jurisdiction in the District of Birbhum in the State of West Bengal.



General Manager
District Industries Centre, Birbhum
Suri, Birbhum

**FORMS OF TENDER
AND
UNDER TAKING OF TENDERER, AFFIDAVIT, AND AGREEMENT ETC.**

Annexure-A

Application Form

[Also to be submitted along with the copies of work done certificates.]

Date:

Place:

To
The General Manager
District Industries Centre
Birbhum.

Dear Sir,

I/We have gone through carefully all the Invitation Notice for Tender, Terms and Conditions, Articles of Agreement, Technical Specifications, etc. for the above work and solemnly declare that I/We will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Authority against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I/We hereby offer to supply, execute the order in conformity with the said work Invitation for Tender, Articles of Agreement, Technical Specifications etc.

I/We undertake to supply, execute the above work comprised in the Contract within 120/60 calendar days from the date of issuing the Letter of Intent.

I/We have deposited towards earnest money a sum of Rs.....
(Rupees.....) which is not to bear any interest and I/We do hereby agree that the sum shall be forfeited by The General Manager of District Industries Centre, Birbhum. In the event of our Tender is accepted, and I/We fail to execute the agreement when called upon to do so or EMD may be exempted as the firm registered with the central purchase organization/ National Small Industries Corporation (NSIC) or MSME.

I/We hereby understand that you are not bound to accept the lowest or any tender you may receive and work may be divided into more than one tenderer at the discretion of the competent authority. I/WE hereby declare that, I/WE have not been blacklisted / debarred / suspended/ demoted in West Bengal or in any State due to any reasons.

I/We certify that the information provided in the proposal are true to the best of our knowledge and understand that any variation to the same may lead to rejection of our proposal.

**Signature of applicant including title
and capacity in which application is made**

Name and Complete address of Tenderer

STATEMENT OF RESPONSIVENESS

Annexure-B

Name of Bidder/Firm: M/S:

Sl. No.	Content/Requirement	Remarks
	Name & address of the Firm/Bidder:	
	a. Legal Status (Proprietary/Partnership/Private Limited/Limited/LLP)	
	b. Place & date of Registration	(As per GST)
	c. Principal Place of Business	
1.	d. Charter documents to be submitted viz: MOA & AOA along with certificates of incorporation and commencement of business in case of companies / Registered Partnership Deed along with a copy latest Income Tax Return filed in case of Partnership Firm / Registration certificate, in case of proprietorship firm along with a copy of latest income tax return filed – All are to be attested by the Authorized signatory.	
	e. Approved Annual Reports and Annual Financial statements for the preceding of 2022-23	
	f. Copy of the GST Tax Registration and details of IT – PAN / TIN copies.	
	g. Name of the Authorized Person with Tel/email.	
	h. Is the Power of Attorney attached?	
2.	No. of Schedules bid (Advt) & Schedule no	
3.	Is the Bid Security (E.M.D) Paid?	
4.	Is the Declaration Form submitted?	
5.	Is the Price Schedule submitted?	
6.	Is the Bid Form Submitted?	
7.	Is the Performance Statement submitted?	
8.	Are the relevant certificates for each performance submitted?	
	Is the Bid in English Language?	
9.	List of Clientele provided or not?	
10.	Are Technical specifications to all items along with quantities for the supply of Schedule works, mentioned in the NIT provided or not?	
11.	Financial capability of the bidder as per tender condition.	
12.	Data supporting the financial and technical to perform the contract.	
13.	Any other information relevant to the tendered works	

Signature of applicant including title
and capacity in which application is made

Annexure-C

Information on litigation history in which Tenderer is the Petitioner.

Sl. No.	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents	Present Stage
1	2	3	4	5	6

Signature of applicant including title
and capacity in which application is made

ARTICLES OF AGREEMENT

PURCHASER: The General Manager of District Industries Centre, Birbhum.

PROJECT: Providing service for Skill Development Training for Handicraft Product from Water Hyacinth to 30 no. of Women for 26 days, 30(thirty)no. of sets of Tool kits and Certificates to the trainees.

TITLE OF CONTRACT: Providing service for Skill Development Training for Handicraft Product from Water Hyacinth to 30 no. of Women for 26 days, 30(thirty)no. of sets of Tool kits and Certificates to the trainees(As per Schedule-A).

This agreement, made on the day of 2022 **BETWEEN:** 1) The General Manager of District Industries Centre, Birbhum(hereinafter called the "**Purchaser**" which term shall unless excluded by and repugnant to the context here of include its executors, administrators, successors and permitted assigns) of the **ONE PART** and M/s- having

Registered Office at----- and its local office at----- (hereinafter referred to as the "**SUPPLIER /VENDOR**" which term shall unless excluded by and repugnant to the context shall mean and include its executors, administrators, successors and permitted assigns and heirs) of the **OTHER PART**.

WHEREAS The Purchaser is desirous that certain **WORK** should be **EXECUTED**, viz. **Providing service for Skill Development Training for Handicraft Products from Water Hyacinth to 30 no. of Women for 26 days, 30(thirty)no. of sets of Tool kits and Certificates to the trainees(Schedule-A)** in connection with the proposed work and has accepted a tender by the **SUPPLIER/VENDOR** for the supply/execute and completion of such work, maintenance of such work till handing over to the Purchaser(and/or till the end of the defect liability period)

AND WHEREAS the Purchaser by a Letter of Intent bearing no..... dated..... advised the Supplier/Vendor of its intention to award Supply, **Providing service for Skill Development Training for Handicraft Products from Water Hyacinth to 30 no. of Women for 26 days, 30(thirty)no. of sets of Tool kits and Certificates to the trainees(Schedule-A)**, for a sum of Rs..... (**Rupees.....**) only or such other sum or sums as may be determined in accordance with the **CONTRACT**.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- Notice Inviting Tender (NIT),
- Instruction to Tenderers
- General Conditions of Contract(GCC)
- Form of Tender
- Technical Specifications, etc.

3. In consideration of the payments to be made by the Purchaser to the Vendor for the supply and execute the work by him, the Vendor hereby covenants with the Purchaser to execute and complete the **WORK** and maintain the **WORKS** in conformity in all respects with the provisions of the **CONTRACT**.

4. The Purchaser hereby covenants to pay Vendor in consideration of the execution and completion of the **WORKS** and maintenance of the **WORKS** in conformity and in all respects with the provisions of the **CONTRACT**, the **CONTRACT Price** at the times and in the manner prescribed by the **CONTRACT**.

IN WITNESS whereof the Parties have executed these presents on the day and the year first above written.

Signed, Sealed and Delivered
for and on behalf of the Purchaser

Designation:
Date:
Place:
In presence of
(WITNESS)

- 1.
- 2.

Signed, Sealed and Delivered
for and on behalf of the Vendor

Designation:
Date:
Place:
In presence of
(WITNESS)

- 1.
- 2.