

**WEST BENGAL HANDICRAFTS DEVELOPMENT  
CORPORATION LIMITED (MANJUSHA)  
(A Govt. of West Bengal Corporation under MSME & Textiles Department)**

**BLOCK IB-181, SECTOR-III, SALT LAKE, KOLKATA-700106**

**E-mail:: [accounts@manjusha.in](mailto:accounts@manjusha.in) ; centralstore@manjusha.in**

**E-Tender No: WBHDCL/NIT-395/21-22**

**Date: 06/01/2022**

**E-TENDER BIDDING DOCUMENT TO ASCERTAIN THE RATE PER PAIR OF  
SCHOOL SHOE**

**FOR**

**PROCUREMENT OF (APPROXIMATELY 10.74 lakh PAIRS) OF BLACK  
SCHOOL SHOE FOR THE SCHOOL EDUCATION DEPARTMENT,  
GOVERNMENT OF WEST BENGAL TO BE USED BY THE STUDENTS  
STUDYING IN CLASSES PRE-PRIMARY TO IV IN THE STATE OF WEST  
BENGAL AS PER SPECIFICATION OF SCHOOL EDUCATION  
DEPARTMENT.**

## SECTION-1

1. West Bengal Handicrafts Development Corporation Limited (MANJUSHA) having its office at Block IB-181, Salt Lake Sector-III, Kolkata: 700106, West Bengal, needs to ascertain **the rate per pair of shoe** to procure approximately 10.74 lakh pairs approx (Ten lakh seventy four thousand) pairs of **black** school shoes for students (both boys and girls) studying in Classes Pre-primary to IV for schools/SSK in West Bengal under School Education Department, Government of West Bengal. The school shoes to be procured will be of different sizes as has been specified by School Education Department, Government of West Bengal. (Specification enclosed)
  
2. In terms thereof, West Bengal Handicrafts Development Corporation Ltd (MANJUSHA) hereby invites Bids through e-tendering from eligible and qualified **shoe manufacturers** to ascertain the **rate per pair** of black school shoes for procurement of 10.74 lakh (approx) pair of black shoes to be delivered at different locations across the State. The tender will comprise of the Technical Bid and the Financial Bid. Bidders shall submit the Technical Bid through 'e-tendering' while the Financial Bid in the form of the Bill of Quantities (BOQ) along with rate per pair given in the e-tendering portal.
  - a. The bidder must be a Shoe Manufacturing Company/Entity limited by shares (Private or Public), proprietorship firm/partnership firm/ partnership firm (LLP) registered under the appropriate laws of India.
  
  - b. It may be noted that the state government will provide **a price preference of 15%** to MSME units as per GO no: 10500- F, dated, 19<sup>th</sup> November 2004, as amended from time to time. The SSI units functioning within West Bengal will be given priority within the aforesaid price-preference over those from other States. MSME units of the State shall be offered **upto 50%** of the total supply order if they match the L1 rate discovered in the tender process.
  
  - c. The Price preference clause implies that if an MSME unit has quoted upto 15% higher than the L1 rate, then that MSME unit can be considered preferentially for placements of orders provided he agrees to supply at the L1 rate discovered in this tender process.
  
3. Bidders shall have to meet the minimum eligibility criteria in respect of **Financial Capacity** as well as **Technical Capability** including Experience and Credentials.

The eligibility of a Bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria. If any document submitted by a Bidder is found at any stage to be manufactured or false or untrue in any material respect, the bid of the Bidder will be rejected outright without any prejudice to any right of tender inviting authority including forfeiting the EMD/Bid Security or invoking the Performance Security.

4. The required **technical** and **financial** parameters shall be as follows.
- a) The bidder must be a Shoe Manufacturing Company/Entity limited by shares (Private or Public), proprietorship firm/partnership firm/ partnership firm (LLP) registered under the appropriate laws of India. **Consortium of manufacturing units with their authorized distributor with proper valid agreement shall also be eligible. The consortium agreement shall be as per the format provided herein as Annexure I**
  - b) Average Annual Turnover for last 3 financial years: **Rs. 2 Crore.**
  - c) Production capacity of at least **5 lakh pairs** of black school shoes per year (as at the end of last financial year).
  - d) Credential of supply of School Shoe to the tune of at least **0.50 lakhs pairs** in any Government/Semi Government/Reputed private entity in any one or more of the last three financial years (2017-18, 2018-19, 2019-20). This should be supported by completion certificate/self declaration or undertaking by authorized person on organization's letter head stating quantity and value of similar black shoes supplied by the bidder in the aforesaid financial years.

The total requirement of shoes put in the present tender is approximate. It may increase or decrease according to changes in requirement by School Education Department.

5. **Earnest Money/Bid Security shall be Rs. 10.00 lakhs** deposited online by net banking through ICICI Bank payment gateway. Bidder shall upload scanned copy towards proof for depositing the earnest money. EMD has to be submitted in terms of circular 3975, dated: 28.07.2016 of Finance Department, Government of West Bengal.
6. The Selected Bidder/s in respect of awarded quantity of school shoes shall have to complete supply of entire allocated quantity of black school shoes at such locations, manner, sizes and tranches as specified in the General Conditions of Contract (GCC), upon the issue of the Award /Work Order. Such supply is to be made (unless otherwise directed) at specified locations at (approx) 750 Circle Level Resource Centers (CLRCs) in 341 Blocks and 129 Municipal Bodies all over the State of West Bengal. **AWARDED SUPPLY HAS TO BE COMPULSORILY COMPLETED WITHIN 90 DAYS FROM THE DATE OF ISSUES OF WORK ORDER.**
7. The Technical Bid and Financial Bid(s) duly digitally signed will have to be submitted simultaneously by uploading the same in the website **https://wbtenders.gov.in** in the prescribed manner. Technical Bid and Financial Bid must be submitted within the date and time stated in the NIT.
8. All documents submitted by Bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid(s), in respect of **number of school shoes** for which a Bidder intend to submit its bids, duly digitally signed are to be

submitted in the respective folders viz., technical (statutory & non- statutory) folder and financial folder simultaneously in the website <https://wbtenders.gov.in>

9. Financial Bid will be considered if and only if the Technical Bid (both statutory and non-statutory) of a Bidder is found qualified by the Departmental Tender Committee formed by MSME & Textiles Department, Government of West Bengal. The decision of the said committee will be final and absolute in this respect. The list of responsive/technically qualified and non-responsive Bidders will be uploaded in the website on the scheduled date and time, unless otherwise changed.
10. Upon opening of the Financial Bids, the lowest Bidder (L1) will be determined. The bid inviting authority reserves the right to negotiate with L1 Bidder to fix the lowest rate (herein after referred as L1 rate). **The authority will be entitled to award the contract to the lowest Bidder for the entire offered quantity or part thereof subject to a minimum of 30% of the total tendered quantity as per the production capacity of the bidder.** In case two or more Bidders quoted the same L1 price, the authority will divide the order equally among the L1 bidders subject to their production capacity. Remaining quantity will be divided among the L2, L3, L4, and so on bidders subject to their agreeing to supply at L1 rate and their production capacity as well. However the Departmental Tender Committee shall reserve the absolute right to divide such quantity among L2 L3 L4 and so on bidders and such decision shall be binding upon all concerned.
11. Financial Bids to be quoted in the Bill of Quantity in respect of rate per pair of black school shoes quoted by the Bidder. The Bidders shall compulsorily quote for **minimum 30%** of the tendered quantity.
12. The rate shall be quoted based on an average size of per pair of black school shoes and such rate will be applicable to all black school shoes to be supplied in respect of such awarded tender quantity irrespective of the sizes of the black school shoes. The rates quoted by the Bidder shall be deemed to include cost of packing of each pair of black school shoes in a shoe box with carrying and delivery to such locations and in such batches as per delivery programme to be fixed from time to time. The rate quoted shall be inclusive of applicable GST. Apart from the rates in the Financial Bid, nothing extra or additional, shall be payable.
13. A Bidder must supply with test report at free of cost to the order issuing authority six pairs of black school shoes (three pairs each for boys and girls), six soles (three pairs each for boys and girls) and three pieces of ½ sq. m of PVC coated upper fabric, conforming to standards and specifications as set out in (Schedule of Requirements) as sample within the prescribed date and time stated in Sl. 15 of this e-NIT. The sample shoes, soles and fabrics will be tested by Government/BIS approved NABL Accredited Laboratory with footwear scope/FDDI/National Test House/ Central Leather Research Institute against the specifications mentioned in (Schedule of Requirements) of the Bidding Documents. In the event, the sample of black school shoes, sole and fabric do not match such specifications, the Bidder will

be disqualified and its Financial Bid will not be considered. Only six pairs of black school shoes (three pairs each for boys and girls), six soles (three pairs each for boys and girls) and three pieces of ½ sq. m of PVC coated upper fabric are required to be provided irrespective of the number of tender quantities the Bidder intends to bid for.

- 14.** Rates quoted in the bid are to remain valid for a period of 06 months or any other extension thereof made by the authority after the last date for bid submission as specified in this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

- 15.** Important information date and time schedule:

<b>SI No.</b>	<b>Particulars</b>	<b>Last date</b>
1.	Publication of e-NIT (Bidding Documents)	06.01.2022 (06:00 pm)
2.	Pre-Bid Meeting	17.01.2022 (from 01:00 pm)
3.	Incorporating amendments pursuant to queries raised in pre-bid meeting or otherwise	20.01.2022
4.	Start date and time of uploading Bids	06.01.2022 (from 06:00 pm)
5.	Last date and time of submitting sample school shoes	01.02.2022 (upto 02:00 pm)
6.	Last date and time of uploading Bids	01.02.2022 (upto 03:00 pm)
7.	Date and time of opening of Technical Bids	04.02.2022 (at 01:00 pm)
8.	Technical Bid Evaluation.	04.02.2022
9.	Uploading list of responsive/ non-responsive Bidders.	08.02.2022
10.	Financial Bid Opening	To be notified subsequently
11.	Award of Contract	To be notified subsequently
12.	Deposit of Performance Security and Signing of Agreement	To be notified subsequently

- 16.** In the event, any of the specified dates as above being declared a holiday the event of the specified date will be taken upon the next working day at the same time. Authority however reserves its right to change any of the aforesaid date for any reason by uploading revised dates in the tender website.

- 17.** All standards, technical specifications and codes of practice referred to shall be to the latest & updated Indian editions of the same, including all amendments and revisions there to.

- 18.** West Bengal Handicrafts Development Corporation Limited (MANJUSHA) with the approval of Departmental Tender Committee of MSMET Department, Government of West Bengal reserves the right to reject any or all Bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any Bidder for bidding.
- 19.** The EMD/Bid Security of unsuccessful Bidders will be returned without any interest on signing of contract in respect of such awarded quantity as determined by the authority on submission of Performance Security by the Selected Bidder and on application by the unsuccessful Bidder for such refund.
- 20.** In addition to the above, Bidders are advised to note carefully the instructions contained in the bid document before tendering bid.
- 21.** Conditional/incomplete Bids will not be accepted under any circumstances.
- 22.** The Bidders shall have to comply with all relevant laws, regulations, practices and procedures of the Government of West Bengal in connection with tenders.
- 23.** During tender evaluation or even during delivery as per order, if any record submitted by any Bidder is found to be incorrect, manufactured, fabricated, untrue or false the bid of such Bidder will be rejected and if Order has already been awarded, the Order will be cancelled, without any prejudice to any rights of West Bengal Handicrafts Development Corporation Limited (MANJUSHA). In that case the BID Security/EMD will be forfeited.
- 24.** West Bengal Handicrafts Development Corporation Limited (MANJUSHA) reserves the right to cancel the bidding process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of Bids and in case of extension of deadline for the submission of Bids upto bid opening, bid inviting authority may amend the Bidding Documents by issuing addenda/corrigenda.
- 25. The EMD/Bid Security will be forfeited in the following events:-**
- (a) If a Bidder withdraws bid during period of bid validity specified by the Bidder.
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practices or restrictive practice.
  - (c) If it is found that any record submitted by any Bidder is incorrect, manufactured or fabricated, false and/or untrue.
  - (d) If the Bidder is declared disqualified on account of fraudulent/corrupt practices.
  - (e) If the Selected Bidder fails to:
    - i) Sign the Contract in accordance with the terms of bid document.
    - ii) Furnish a Performance Security.

iii) If the Bidder is otherwise in breach of the terms of the Bidding Documents.

- 26.** Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a Bidder company of which he is a Director, such person shall, while uploading any bid for and on behalf of the Bidder company of which he is a Director, shall upload a copy of the Power of Attorney authorizing him to act on behalf of the Bidder.
- 27.** Bidders must submit and upload all records, data and documents on which they wish to bank in support of their Technical Bid. Bidders will not be allowed to supplement data and documents submitted online, with additional data and documents during tender evaluation, except for those documents especially sought for by Departmental Tender Committee.
- 28.** Advance sample will be asked for from the awardees at post contract stage or sample will be taken any number of times, at the discretion of authority, from delivered materials for checking as to whether those conform to the specifications given. Sample of black school shoe taken will be tested by Government/BIS approved NABL Accredited Laboratory with footwear scope/FDDI/National Test House/Central Leather Research Institute on behalf of MANJUSHA against the specification mentioned. The Testing charges to be borne by the awardees. In the event, shoe, sole and fabrics do not match the specification mentioned; the contract will be terminated with immediate effect along with forfeit of performance security.
- 29.** Payment of the supply of awarded quantity of school shoes shall be made only when West Bengal Handicrafts Development Corporation Ltd. (MANJUSHA) receives same from its buyer/Government of West Bengal.
- 30.** During the supply process if any consignment is rejected by the buyer (either in part or full) at any point of time on quality/other grounds, the entire consignment shall be cancelled and West Bengal Handicrafts Development Corporation Ltd. (MANJUSHA) shall not be liable for payment of any compensation. No further claim can be entertained in this regard.

## SECTION-II

### INSTRUCTIONS TO BIDDERS (ITB)

1. Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system, on <https://www.wbtenders.gov.in> Digital Signature Certificate (DSC).
2. Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://wbtenders.gov.in>. DSC is given as a USB e-token. The Bidder can search and download the e-NIT and Tender Documents electronically once it logs on to the website mentioned in Sl. No. 4 of the e-NIT. This is the only mode of collection of Bidding Documents.
3. The Bidders are also advised to upload relevant documents such as certificates and other required details etc. well in advance under the “My Documents” Tab at <https://wbtenders.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free upload of bid documents. There is no upper limit on the size of the file to be uploaded. However, the speed of upload is dependent on the memory available in the client’s system as well as the network band width used. In order to reduce the file size, Bidders are advised to scan the documents in 75-100DPI so that the optimal clarity is maintained.
4. West Bengal Handicrafts Development Corporation Limited (MANJUSHA) will not be responsible for any delay or the difficulties faced during the submission of Bids online by the Bidders due to local connectivity or other issues.
5. Bidders, suppliers, contractors under contracts with West Bengal Handicrafts Development Corporation Limited (MANJUSHA) and/or the Govt. of West Bengal, are required to observe the highest standard of ethics during procurement and execution of such contracts.
  - (a) West Bengal Handicrafts Development Corporation Limited (MANJUSHA) shall reject a proposal to award a contract if it determines that the Bidder recommended for award has, directly or through an agent, engaged incorrupt, fraudulent, collusive, or coercive practices in competing for the contract in question and
  - (b) West Bengal Handicrafts Development Corporation Limited (MANJUSHA) shall sanction a bidder/party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding



process of this office if it at any time it is found that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract of West Bengal Handicrafts Development Corporation Limited (MANJUSHA).

- (c) West Bengal Handicrafts Development Corporation Limited (MANJUSHA) shall cancel or terminate a contract if it determines that a bidder/party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the awarded contract.

**6. Bidder shall have to furnish the following documents:**

- a) Copy of proof of electronic fund transfer towards EMD/ Bid Security. EMD has to be submitted in terms of circular 3975, dated: 28.07.2016 of Finance Department, Government of West Bengal.
- b) Copy of Certificate of Incorporation and Memorandum of Articles of Association in case of Private/Public Ltd. Company or copy of partnership deed in case of Partnership firm or copy of Certificate of Incorporation and partnership deed in case of LLP/copy of proof of Proprietorship Firm. Copy of SSI registration certificate/MSME Registration/Udyog Aadhar in case of small manufacturing entities.
- c) Copy of valid License under the Factories Act in case of manufacturers.
- d) Copy of PAN Card.
- e) Copy of GST Registration Certificate.
- f) Copy of Trade License
- g) Copy of Small Scale Industries Registration Certificate in case of SSI Unit only.
- h) Copy of Income Tax Returns for the last 3(three) financial years (2017-18, 2018-19, 2019-20).
- i) Copy of GST Return for last three financial years (2017-18, 2018-19, 2019-20).
- j) Audited Balance Sheet for the last 3 (three) financial years (2017-18, 2018-19, 2019-20).
- k) Annual Turnover during last 3 (three) financial years with CA certified statement which is to include the registration No. of the CA with UDIN. (2017-18, 2018-19, 2019-20).
- l) Completion Certificate/Self declaration or Undertaking by Authorized Person on organization's letter head stating quantity and value of similar black school shoes supplied by the Bidder in the last three (3) years (2017-18, 2018-19, 2019-20).
- m) Certificate of a competent chartered accountant regarding Production Capacity per annum.

- n) Statement of credential regarding bulk supply sale with CA certified statement which is to include the registration No. of the CA with UDIN.
- o) Notarized Power of Attorney in favour of signatory of bid and accompanying documents.
- p) Declaration by way of affidavit duly notarized that the Bidder has not been barred by the Government of India (GOI) or Govt. of WB for participation in any project and the same subsists on the day of submission of the bid.
- q) Undertaking that the rate shall remain valid for a period of **6** months or any extension thereof made by authority.
- r) Declaration by way of affidavit duly notarized by the Bidder that the sample and subsequent delivery of the black school shoes shall be as per the specifications laid down in Schedule of Requirements and undertaking to obtain certificate (Test Report) from Government/BIS approved NABL Accredited Laboratory with footwear scope/FDDI/National TestHouse/ Central Leather Research Institute with regards to the quality of the black school shoes supplied being as per the specifications during the tenure of the Contract.
- s) Declaration by way of affidavit by the shoe manufacturers that they have black school shoe manufacturing units mentioning the complete location, address of the manufacturing unit. Also the average production of the said unit has to be compulsorily specified in the said affidavit.

**7. Points regarding Specifications**

The Bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein may not be construed as defining a particular manufacturer's product.

The specifications are the minimum requirements for the products. The products offered must meet or exceed requirements mentioned in the technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the shoe industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable and shall be rejected.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**8. Clarification of Bidding Documents, Pre-Bid Meeting**

A prospective Bidder requiring any clarification of the Bidding Documents shall communicate West Bengal Handicrafts Development Corporation Limited (MANJUSHA) in writing. The responses to bidders' queries shall be uploaded in the tender website should West Bengal Handicrafts Development Corporation Limited

(MANJUSHA) deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so with the approval of Departmental Tender Committee of MSME & textiles Department, Government of West Bengal.

Due to COVID-19 pandemic situation pre-bid meeting may be held online. The Bidder is requested to submit any questions in writing to reach this office at least 24 hours before the meeting. Questions/Issue raised verbally may not be possible to be addressed by the bid inviting authority.

Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, may be uploaded in the e- tender portal. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by bid inviting authority exclusively through the issue of an addendum/ corrigendum.

Non-participation at the pre-bid meeting will not be a cause for disqualification of a Bidder.

At any time prior to the deadline for submission of Bids and in case of the extension of deadline for the submission of Bids up to bid opening, West Bengal Handicrafts Development Corporation Limited (MANJUSHA) with the approval of Departmental Tender Committee may amend the Bidding Documents by issuing addenda/corrigenda.

#### **9. Submission of Bid**

- a) Bids are to be submitted online in two folders at a time, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time with Digital Signature Certificate (DSC).The documents are to be uploaded, scanned for viruses and duly signed digitally so that the documents will get encrypted (transformed in to non readable formats).

In addition, the Bidders shall submit six sample copies of Black Shoes with test reports within the last date and time of bid submission in sealed condition.

Complete Bids (including Technical and Financial) must be uploaded in the e- tender website i.e. <https://wbtenders.gov.in> not later than the date as mentioned in the e-NIT notice.

#### **10. Bid Opening**

The Technical Bid will be opened online by the authority. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the Bidders. The date and time for online opening of Financial Bid will be as specified in e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening.

West Bengal Handicrafts Development Corporation Limited (MANJUSHA) with the approval of Departmental Tender Committee shall prepare a record of the opening of

Technical Bids. A copy of the record shall be uploaded on the website <https://www.wbtenders.gov.in>.

At the end of the evaluation of the Technical Bids, West Bengal Handicrafts Development Corporation Limited (MANJUSHA) will upload on the website <https://www.wbtenders.gov.in>, the name of the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being technically qualified for opening of price bid, for further evaluation.

West Bengal Handicrafts Development Corporation Limited (MANJUSHA) shall thereafter conduct the opening of the Financial Bid of all Bidders (in presence of Departmental Tender Committee) who have submitted substantially responsive Technical Bids and who have been determined as being qualified. All folders containing Financial Bids shall be opened one at a time and the following recorded:

- (a) The name of the Bidder;
- (b) The Financial Bid (BOQ and rate per pair)
- (c) Any other details as may be considered appropriate.

Only Financial Bids recorded during the opening of Financial Bids shall be considered for evaluation. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

#### **11. Confidentiality**

Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on award of contract is communicated to all Bidders.

Any attempt by a Bidder to influence the Corporation in the evaluation of the Bids or contract award decisions may result in the rejection of its bid.

#### **12. Clarification of Bids**

To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the evaluating committee may, at its discretion, ask any Bidder for a clarification of its bid. Request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or, prices in the Financial Bid shall be sought, offered, or permitted. If a Bidder does not provide clarifications of its bid by the date and time set in request for clarification, its bid may be rejected.

13. The Bidders who meet the qualifying criteria shall be treated equally and all the technically qualified Bidders shall be at par while considering their Financial Bid.

14. The Department Tender Committee shall consider the Financial Bid of the Bidder in respect of the tender quantity for which the tender has been invited and the rate per pair of shoes (irrespective of size and including all cost). No other evaluation criteria or methodologies shall be permitted.

15. West Bengal Handicrafts Development Corporation Limited (MANJUSHA) with the approval of Departmental Tender Committee reserves the right to accept or reject

any bid, and/ or to annul the bidding process and reject all Bids at any time prior to contract award, without there by incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

#### **16. Award Criteria**

Upon opening of the Financial Bids, the lowest Bidder (L1) will be determined. The Departmental Tender Committee reserves the right to negotiate with L1 Bidder to fix the lowest rate (**herein after referred as L1 rate**). The Committee will be entitled to award the contract to the lowest Bidder for the entire offered quantity or part thereof subject to a minimum of 30% of the total quantity put in tender as per the production capacity of the bidder. In case two or more Bidders quoted the same L1 price, the authority will divide the order equally among the L1 Bidders subject to their capacity. Remaining quantity will be divided among the L2, L3, L4 and so on bidders subject to their agreeing to supply the black school shoes at L1 rate and their production capacity as well. If the quantity still remains to be allotted, the above process will be repeated for the next lowest bidders till the entire quantity is allotted. Same procedure shall be followed for the MSME units with 15% price preference and quantity reservation upto 50% as may be decided by the Government of West Bengal. It is clarified that such MSME units has to match the negotiated L1 price as above.

The Departmental Tender Committee shall reserve the absolute right to divide such quantity among L2 L3 L4 and so on bidders and such decision shall be binding upon all concerned.

#### **17. Notification of Award**

The Selected Bidders whose bid has been accepted will be notified of the award prior to expiry of the bid validity period by uploading such information by e-mail or facsimile confirmed by registered letter provided that the MSME & Textiles Department approves such award. West Bengal Handicrafts Development Corporation Limited (MANJUSHA) may in its sole discretion, instead of awarding one contract to the Selected Bidder for the awarded quantity, award separate contracts to the Selected Bidder respect of each delivery point separately.

Until a formal contract is prepared and executed in respect of the awarded tender quantity or each delivery point, as the case may be, the Notification of Award shall constitute a notification of commencement of supply of shoes, subject only to the furnishing of a Performance Security in accordance with the provisions of this e-NIT, where upon the Contract shall come into force.

## **18. Signing of Agreement**

Along with the Notification of Award, West Bengal Handicrafts Development Corporation Limited (MANJUSHA) shall send the Selected Bidder in respect of awarded tender quantity, the Form of Agreement either to be executed for such awarded tender quantity or point of delivery wise. Each page of the Agreement should be signed by order issuing authority and the Supplier's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be clearly mentioned on each page of the Agreement before signing.

Upon receipt of the Form of Agreement, the Selected Bidder in respect of awarded tender quantity shall sign with date, separate contracts, for awarded tender quantity or for each of the delivery points and return it duly executed along with the Performance Security within seven working days from the receipt of the notification of award.

## **19. Performance Security**

The Selected Bidder shall be required to furnish Performance Security amounting to 10% of the Contract Price for supply of entire products. Failure of the Selected Bidder to submit the Performance Security or to sign the Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that case the contract may be awarded to the next lowest evaluated Bidder at L1 rate.

## SCHEDULE OF REQUIREMENTS (SOR)

### 1. FOREWORD

The designs prescribed in the Schedule of Requirements for boys & girls shoes has been developed primarily for school going boys & girls for sizes 7 to 1 and 2 to 5. Keeping in view, the foot comfort as well as the factors for the healthy growth of their feet, wide fittings `G` have been recommended.

### 2. SCOPE

This standard prescribes the requirements, methods of sampling and tests for boys and girls black school shoes.

### 3. TERMINOLOGY

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

### 4. REQUIREMENTS

The Bidder must agree that the specifications of the black school shoes are the minimum quality requirement. Black school shoes of higher quality will be given preference for Technical eligibility of Bidder. The decision of the Purchase Committee for selection of Technical eligibility of Bidder, based on higher quality black school shoes will be final.

#### **Material**

Upper Material

PVC coated on PC/PV fabric (woven or non-woven) for main part of upper 1.8mm ± 0.2mm thick.

**In sock:** Fabric of thickness–0.8mm ±0.2 mm with EVA cushion of thickness 3.5mm (fabric surface towards foot).

**Buckle:** Steel buckles with rust proof coating according to width of the strap ranging from 12mm to 18mm shall be used.

**Sole:** Colour black Expanded PVC material of high quality of density–0.8±0.1g/cc.

**Lace:** Colour black, Round nylon/polyester or blended lace diameter 3mm  $\pm$ 0.5mm, having tips bound with plastic of length 65cm (min.)

**Eyelet:** Black enameled aluminum eyelet—4mm  $\Phi$  with washer (no.400)

**Binding/Piping:** Nylon/polyester or blended tape of best trade quality —16mm  $2\pm$  mm width.

**Toe puff stiffener:** Thermoplastic sheet—0.7mm  $\pm$  0.1mm thick (heat activated)

**Counter stiffener:** Thermoplastic sheet—1.4mm  $\pm$  0.2mm thick (heat activated)

**Thread:** Nylon/polyester or blended thread 40/3 & 60/2

### **Shape and Design**

The shoes shall be made to the pattern, shape and design as shown in the photograph. The shoes shall be made on lasts in sizes 7 to 1 and 2 to 5 fittings 'G' having reference to IS:1638. Derby shoe with lace having three eye lets. For a few exceptional cases, small quantity of smaller/ larger sizes of shoes may also be required to be supplied.

### **Soling Pattern**

The soling shall not include continuous lateral tread patterns or any other features, such as sharp corners at the base of the sole pattern, which may accelerate or cause premature crack formation.

The design should be such that the sole will have adequate skid resistance with clear the height of min.3mm.

Fore part thickness shall be min.8mm.

Heel thickness shall be min.13mm.

NOTE—

The pattern of sole may have significant effect on the formulation of premature cracks and safety on slippery surfaces.

### **Manufacture**

The upper shall be closed with lock stitching using nylon threads. The number of stitches shall be 3 to 4 per centimeter. All loose ends of the threads shall be secured.

Upper shall be lasted by string lasting method

Metal roller buckle shall be used according to the width of the strap.

The sole will be directly injected PVC expanded sole.

### **Finish**

The upper of the shoe shall be finished by polishing and brushing to impart shine to the shoes.

### **Sole Hardness**

The hardness of the sole shall be measured in not less than 4 days but not more than 90 days after molding and when tested in accordance with the method prescribed in IS 12240 (Part 2) : 1988, after conditioning shall be within  $65\pm 5$  Shore 'A'/IRHD.

### **Volatility**

When tested in accordance with IS 12240 (Part2): 1988 using test pieces of PVC compound taken from soling components respectively, the mean loss in mass of



the three test pieces shall not exceed 3.0 percent.

#### **Resistance to cut growth (flexing test) for sole**

When parts of sole are tested in accordance with the method prescribed in IS 12240 (Part 7):1988 the cut growth shall not be more than 300 percent after the test piece is subjected to 1,00,000 flex cycles.

The test pieces shall be cut parallel to the centre line of the sole. Measurement of cut growth shall be confined to the outside surface of the test piece depending on the conditions for use.

#### **Resistance to flexing for upper**

When parts of the upper are tested in accordance with the method prescribed in SATRA PM 55 (BALLY flexing), no cracking shall occur during 80,000 flex cycles.

#### **Tear strength of upper material**

When parts of the upper are tested in accordance with the method prescribed in SATRA PM 30, the value shall not be less than 3kg.

#### **Bond strength**

Upper/out sole bond strength-The bond strength when tested as per IS 15298 shall not be less than 3N/MM.

#### **Relative Density of Soling Material**

The Relative Density of the material after molding shall be between 0.80.1gm per cc.

**Abrasion test on sole**—Max volume loss 250mm<sup>3</sup> at 5N load as per ISO: 4649.

### **5. MARKING**

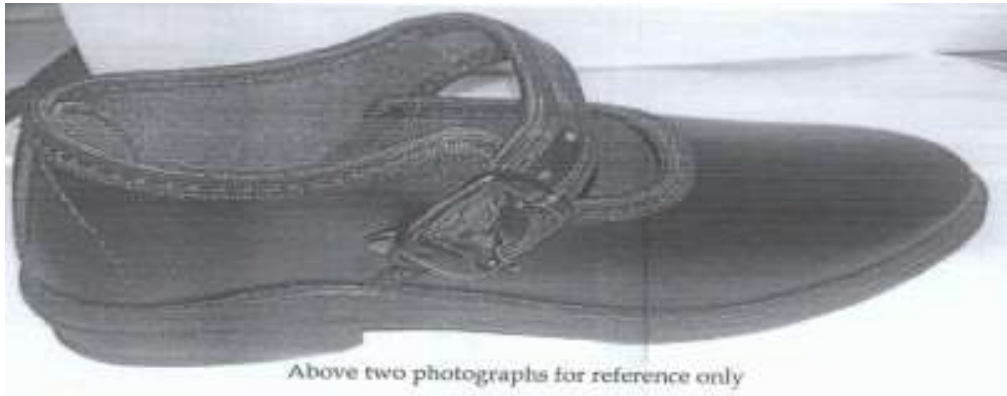
The size and fitting of the shoe shall be legibly stamped on the waist of the full sock. The manufacturer's name or recognized trademark, if any, together with the year of supply may also be legibly stamped on the waist of sock.

### **6. PACKING**

- ▶ Each pair of shoes shall be wrapped in tissue paper and put in a mono carton and such 36 mono cartons to be placed in a master carton (5ply) duly strapped.
- ▶ Each carton shall be marked with the size and fitting of the shoes.

### **7. SAMPLING AND CRITERIA FOR CONFORMITY**

For the purpose of ascertaining the conformity of the material in a consignment of this specification, the scale of sampling and criteria for conformity shall be as prescribed in IS 2051:1962.



Above two photographs for reference only

Annexure-I

**FORMAT FOR CONSORTIUM AGREEMENT**

THIS AGREEMENT is made the            day of            2021  
**BETWEEN:** *[INSERT NAME OF PARTY A]*, whose registered office is at *[insert address]*.  
**AND**            *[INSERT NAME OF PARTY B]*, whose registered office is at *[insert address]*.  
**AND**            *[INSERT NAME OF PARTY C]*, whose registered office is at *[insert address]*.

(Hereinafter referred to individually as a "Party" and collectively as "the Parties")

**RECITALS**

**WHEREAS** the Parties wish to co-operate over *[insert details]*; for supply of school shoes for supply to the schools in the state of West Bengal.

AND WHEREAS this Consortium Agreement sets out the relationship between the Parties and the organisation of the work.

**IT IS HEREBY AGREED AS FOLLOWS:-**

**1. DEFINITIONS**

1.1 In this Agreement, the following terms shall have the following meanings:  
"Consortium" means the Parties collectively.

"Effective Date" means the date when all Parties have signed this Agreement.

"Project" means the collaborative *[insert name of the project]* as described in Schedule

Supply of School shoes in the State of West Bengal (Pre-primary to Class IV)

"Steering Group" means the committees appointed to be responsible for managing the Project whose individual members are set out in Schedule.

1.2 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

**2. LEAD INSTITUTION**

The Parties hereto agree that the *[insert name institution]* will be the lead institution ("Lead Institution") and authorises it as their agent to sign agreements in their name and on their behalf in relation to the Project. The Lead Institution will open and maintain a dedicated bank account for the benefit of the Parties and the use of the Project. Without prejudice to its authority to contract on behalf of the Parties in relation to the Project, the Lead Institution agrees to take all reasonable steps in every occasion to seek and

obtain the prior consent of each of the other Parties before signing agreements for the benefit of the Project and the other Parties.

## **PURPOSE OF THE CONSORTIUM**

The purpose of the Consortium is:

- Supply of School shoes in the state of West Bengal (Pre-primary to Class IV) and to set out the rights and obligations of the parties.
- Carry out the Project and to produce the Deliverables as described in Schedule 1.

## **4. COMMENCEMENT AND DURATION**

This Agreement shall commence on the Effective Date and shall continue until the completion of the Project on ***[insert Date]***.

The duration of this Agreement may be extended beyond ***[insert Date]***, at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

## **5. PROJECT MANAGEMENT**

### **5.1 STEERING GROUP**

The Parties shall establish, within thirty days after the Effective Date, a Steering Group which shall be composed of one duly authorised representative of each Party. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation. The composition of the Steering Group is set out in Schedule 2 The Steering Group shall appoint a Chair from amongst its members. There shall also be a Project Manager, who shall be Secretary to the Steering Group.

### **5.2 RESPONSIBILITIES OF THE STEERING GROUP**

#### **5.2.1 Project Oversight**

The Steering Group shall be responsible for the delivery of the project outcomes and to this end will keep the project plan, and progress towards meeting it, under review.

#### **5.2.2 Appointment of Project Manager**

The Steering Group shall be responsible for appointing a Project Manager. The Project Manager will have responsibility for the day to day management of the Project and will report to the Steering Group.

#### **5.2.3 Financial Management**

The Steering Group shall be responsible for the financial management of the Project, and will manage the Project in accordance with appropriate project management techniques. The Steering Group may choose to take advice from third parties as required.

#### **5.2.4 Division of Exploitation Income**

The Steering Group will decide the division of income derived from exploitation of the Deliverables. The sharing of revenue applies to those Parties remaining at the end of the Project. If a Party withdraws or is expelled prior to the completion of the Project their entitlement to a share in the income derived from commercial exploitation will be determined by the Steering Group and will take account of the proportion of the total Project undertaken by that Party.

#### **5.2.5 Indemnity:**

Lead member shall indemnify that in the event of withdrawal or removal (including Force Majeure) of other member(s); Project deliverables shall not be hampered in any way and the lead member will remain liable for any penal action as may be levied by the Tender Inviting Authority in case of non-performance.

#### **5.3 RESPONSIBILITIES OF THE INDIVIDUAL MEMBERS OF THE STEERING GROUP**

In addition to the Steering Group's collective responsibility, individual members of the Steering Group will have specific responsibilities as determined by the Steering Group from time to time.

### **6. INVOICING/CLAIMS**

Where claimable costs and expenses (that is, approved by the Project Manager or Steering Group) are incurred, claims should be passed to the Project Manager as soon as they have been paid with supporting evidence of the expenditure attached. The Project Manager will be required to make financial reports to the Steering Group from time to time.

### **7. RESPONSIBILITIES OF THE PARTIES PERFORMANCE**

- 7.1 Each Party undertakes to each other Party to perform and fulfil on time the tasks assigned to it by the Steering Group and all other of its obligations under this Agreement.
- 7.2 Towards the Steering Group and the Project Manager, each Party hereby undertakes to supply promptly to the Project Manager all such information or documents as the Project Manager and the Steering Group need to fulfill obligations pursuant to this Agreement.
- 7.3 Towards each other, each Party undertakes to:
  - 7.3.1 Notify each of the other Parties as a Party becomes aware of any significant delay in performance;
  - 7.3.2 Inform other Parties of relevant communications it receives from third parties in relation to the Project.

**8. Consortium agreement shall be irrevocable till completion of the project.**

**9. CONFIDENTIALITY**

Each Party hereby undertakes to the other Parties that it shall procure that its employees, agents and sub-contractors shall keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the "Information");

**10 GOVERNING LAW AND DISPUTE RESOLUTION**

10.1 If any doubt or difference or issue shall arise between the parties hereto touching and concerning the terms and conditions of this Agreement, then the same shall be referred to the Arbitration as per provisions of Arbitration and Conciliation Act 1996 as amended thereto and the decision of the Sole Arbitrator shall be final and binding upon the parties and the provision of the Arbitration and Conciliation Act 1996 shall apply to the reference.

**11 SCHEDULES**

The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

**12. WAIVER**

No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**13. SEVERABILITY**

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

**14. FORCE MAJEURE**

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest, Epidemic, nation wise or state wise lockdown and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

**15. ASSIGNMENT**

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any party without obtaining the prior written consent of the other parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

**16. NOTICE**

Any notice in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post, Special Delivery post, or facsimile (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be (or such other address, or facsimile number as may be notified in writing from time to time).

**SCHEDULE 1 – Project**

**SCHEDULE 2 - Composition of Steering Group [List]**

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**Signature (1<sup>st</sup> Party)**  
**Signature (3<sup>rd</sup> Party)**

In the presence of:

- 1.
- 2.

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**Signature (2<sup>nd</sup> Party)**