



# THE STATE FISHERIES DEVELOPMENT CORP. LTD.

(An ISO 9001:2015 Certified Govt. Undertaking )

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**E-Tender Notice No: SFDC/MD/NIT- 32(e)/2023-24 (2nd call)**

**Memo No: SFDC-12.0011.0(39.0)/1/2023-SECTION(SFDCL)-SFDC/1403**

**Date:28.11.2023**

## **E-TENDER NOTICE**

E-tenders are hereby invited by the Managing Director, The State Fisheries Development Corporation Limited for the job of “**Supply of Desktop PC, UPS, Laser Printer and Duplex Laser printer**” from eligible and resourceful manufacturer or supplier of the original manufacturer having sufficient credential and financial capability for execution of works of similar nature, through electronic tendering (e-tendering).

### **1. Introduction**

The State Fisheries Development Corporation Ltd. is a wholly owned undertaking of the Govt. of West Bengal. The Corporation had been incorporated in 1966 with the primary objective of exploiting fisheries and aquatic products in West Bengal and in India. The Corporation also promotes Eco Tourism and has several outlets for sale of fish cuisine. The Corporation has 31 units (including fisheries projects and guest houses) located across the state of West Bengal.

### **2. General Guidance for e-tendering**

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

#### **a) Registration of Bidders:**

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. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

#### **b) Collection of Tender Documents:**

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

### **3. Cost of Tender**

In this tender there is no “Tender Fee”.

#### 4. Earnest Money

**A) Value of EMD:**

The EMD amount for this tender is **Rs.10,000.**

**B) Mode of submission:**

EMD shall be submitted through **Online / RTGS / NEFT in the ICICI bank.**

**C) EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.**

**D) Same methodology shall be followed in case of rejected bids.**

In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders following the procedure as mentioned in (C) and (D) above.

**E) Any tender without EMD will be summarily rejected except the case of EMD exemption. No interest will be payable by the SFDCL on the above Earnest Money.**

**F) SFDCL reserves the right of forfeiture of Earnest Money deposit in case the tenderer after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.**

**G) Criteria of exemption of EMD:**

Under the single point registration scheme of NSIC, SSI units registered with NSIC may avail the benefit of exemption from payment of earnest money deposit on submission of proper documents. MSME Certificate without NSIC is not acceptable.

**N.B.:** Any Bid without 'Bid Security' shall be rejected outright except the case of EMD exemption.

#### 5. Submission of Tender Documents

**a) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.**

**i) Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT.**

**ii) Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the agenda / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.**

**iii) The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).**

**b) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.**

**Cover#1:**

- i) ON LINE EMD receipt or proper EMD exemption certificate
- ii) ANNEXURE-I
- iii) ANNEXURE-II
- iv) ANNEXURE-III
- v) ANNEXURE-IV
- vi) Qualifying Requirement Documents
- vii) IT Return of AY-2020-21, AY-2021-22, AY-2022-23

All the annexure must be filled up & properly signed and sealed.

**Cover#2:** “Finance” for BOQ sheet duly filled up & properly signed and sealed. Bidders needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover#2.

- The bid and other documents uploaded by the bidders should be in only English language.
- All measurements will be in S.I. unit and currency should be in INR.
- c) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.
- d) Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

**6. Technical Proposal**

- A) A detailed **technical proposal with technical compliance** conforming to BOQ and scope of work as specified in **clause no. GCC. 1** is to be uploaded in Cover#1.
- B) **Scanned copies of the following in standard format to be uploaded further in the specified folders.**

**7. Pre-Qualifying Requirements (PQR) Documents****a) Submission of Bid Security / Earnest Money:**

Scanned copy of receipt of online payment towards Earnest Money or Scanned Copies should be uploaded as laid down under clause no. pt. 6 above.

- b) Bidder information sheet as per **Annexure-I** furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company.
- c) **Declaration Documents:**
  - 1) Declaration (regarding acceptance of the NIT, GCC and other information uploaded by SFDCL regarding this NIT) as per **Annexure-II**: Duly signed and sealed by authorized signatory and upload it.
  - 2) Declaration (as an undertaking that the agency has no adverse record or defaulter of statutory liabilities and as an undertaking letter that they are not blacklisted / debarred in any organization during the last 2 (two) years from the date of tender) as per **Annexure-III** has to be uploaded.

**d) Certificates:**

- 1) PAN card issued by Income Tax Dept.
- 2) GST registration certificate.
- 3) IT Return of AY-2020-21, AY-2021-22, AY-2022-23.
- 4) Allotment of PF Establishment Code (Issued by RO /SRO).
- 5) Latest PF Return cum challan.

**e) Company Details:**

- 1) Valid Registered Deed for the Firm from Registrar of Assurances has to be submitted. Note: Application for registration will not be considered. However in cases where the applicant is yet to receive registration certificate, the applicant is to submit an affidavit along with the application pledging that “the registration certificate of the firm would be submitted before the Tender Inviting Authority before the acceptance of his bid by the competent authority in case he is found lowest.” If he fails to submit the registration certificate within the stipulated time, his bid will not be accepted till the submission of the certificate. Bidders are to participate in the Bid as a single entity. Any consortium, JVs, partnerships and sub-contracting arrangement will stand disqualified.

## **8. Qualifying Requirements (QR)**

The Bidder shall fulfill following Qualifying Requirements satisfactorily as stipulated under and submit documentary evidences as applicable. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.

### **Credentials**

#### **1. General:**

Bidders are advised to submit project completion certificates & POs along with the technical proposal.

Credential of atleast 60% for execution of similar type of job in a single work order during any 1 financial year within the last 3 years from the date of this notice as a prime agency under the State/Central Government, State/Central Government organization.

The completion certificate shall clearly indicate the main supply order and the value of supply, scheduled and actual time of completion of job and must mention about the successful completion of the entire supply and commissioning. The completion certificate shall be from appropriate/ ordering authority.

#### **2. Financial Perspective:**

##### **Documents to be submitted:**

Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for AY-2020-21, AY-2021-22, AY-2022-23 have to be submitted in support of the following:

- Average Annual Turnover during last 03 (three) financial years i.e. FY 2020-21, FY 2021- 22 & FY 2022- 23 should be at least **Rs. 4,80,000/-** (Rupees Four Lakhs Eighty Thousand only)

***The SFDCL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. The SFDCL is not necessarily bound to accept the lowest offer.***

## 9. Financial Proposal

The financial proposal to be submitted in **Cover#2: Finance** and should contain the “Bill of Quantities (BOQ)”.

The bidder is to quote the lump sum price in the space / cell marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)

**Evaluation will be done only on the total rate quoted in the BOQ sheet (including GST), which shall be inclusive of rate.**

## 10. Conditional and Incomplete Tender

- a) Bidders are to participate in the Bid as a single entity. Any consortium, JVs, partnerships and sub-contracting arrangement will stand disqualified.
- b) The offer must accompany the Earnest Money as indicated above failing which it will be summarily rejected.
- c) Conditional and incomplete tenders are liable to summary rejection. The entire offer to be submitted by the tenderer should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.
- d) Bidder must quote for all items mentioned in BOQ sheet with all cells filled-up must be uploaded. Non-submission of this sheet and partial quoting will lead to rejection of the bid.
- e) If any tenderer fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- f) All the uploaded documents will have to be attested by the bidder with official seal of the agency / company and digitally signed.
- g) The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- h) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified

in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.

- i) The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.
- j) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the SFDCL shall bear no liability whatsoever.
- k) The tender submitted by a bidder shall become the property of The SFDCL and The SFDCL shall have no obligation to return the same to the Bidder for any reason whatsoever.

## 11. Opening & Evaluation of Bid

### 1) Opening of Cover 1: Technical Cover along with other important documents

- a) Technical covers **along with other important documents** will be opened by the MD, SFDCL or his authorized representative electronically from the website using their Digital Signature Certificate.
- b) Proposals corresponding to which the Earnest Money have not been received will not be opened and will stand rejected.
- c) Interested bidders may see the tender portal after opening of tender.
- d) Decrypted (Transformed into readable formats) documents uploaded under the **Cover 1: Technical Cover along with other important documents** will be downloaded, and handed over to the Tender Evaluation authority.
- e) While evaluation, the Committee may summon the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

### 2) Uploading of Summary List of Technically Qualified Bidders

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded in the web portals.

### 3) Opening and evaluation of Cover 2: Finance

- i) BOQ sheet, under Cover 2: Finance, uploaded by the Technically Eligible Bidders declared by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date.
- ii) The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of bid opening.
- iii) After evaluation of BOQ sheet, by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted will be uploaded.
- iv) The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.

- v) Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.
- vi) The SFDCL reserves the right to accept any tender or reject any or all the tenders or cancel / withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The SFDCL shall not be subject to raising of question by any bidder and The SFDCL shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The SFDCL.
- vii) Evaluation by The SFDCL shall be based on the documents as uploaded by the bidder as per the tender clauses. The requirements as stipulated in the tender documents are the minimum ones and The SFDCL has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The SFDCL reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The SFDCL reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and / or false information.
- viii) Notwithstanding anything stated above or elsewhere, The SFDCL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The SFDCL.

## **12. Validity of bid**

- a) Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid.
- b) The quoted prices shall remain firm till completion of the contract.
- c) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

## **13. Employer's right to accept whole or part of the tender**

The competent authority on behalf of the Employer reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

## **14. Award of contract**

The Bids received and accepted will be evaluated by SFDCL according to the procedure detailed in the relevant clauses of this section. The acceptance of Bid and award of contract to one or more than one Bidder, if considered necessary, rests with SFDCL. It shall not be obligatory on the part of SFDCL to accept the lowest Bid. SFDCL would be at liberty to accept any Bid, in whole or part and to reject any or all the Bids received without assigning any reason and no explanation can be demanded of him by any Bidder.

## **15. Rejection of bid**

On submission of any Bid, the corresponding Bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the Bidder shall have no claim in this regard against the Owner.

## 16. Cancellation of tenders

SFDCL may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. SFDCL will not be liable for any other expenses incurred by the bidder to participate in the tender.

## 17. Deviations

Bidders are not allowed to take any deviation from the principal requirements of the scope of supply / work.

## 18. Important Information

### BID INFORMATION SHEET

Aspect	Description of Aspect
<b>Title of the NIT</b>	: <b>Supply of Desktop PC, UPS, Laser Printer and Duplex Laser printer for The Department of Fisheries, Aquaculture, Aquatic Resources and Fishing Harbours, Govt. of West Bengal</b>
<b>NIT NO. &amp; Date</b>	: <b>SFDC/MD/NIT- 32(e)/2023-24 (2nd call) dt. 28.11.2023</b>
<b>Publishing Date</b>	: 29.11.2023 6.55 PM
<b>Document Download start date</b>	: 29.11.2023 6.55 PM
<b>Bid submission start date</b>	: 29.11.2023 6.55 PM
<b>Bid submission end date</b>	: 18.12.2023 3.00 PM
<b>Technical Bid opening date</b>	: 20.12.2023 3.00 PM
<b>Uploading of Technical Bid Evaluation sheet</b>	: To be notified later
<b>Financial Bid opening date</b>	: To be notified later
<b>Uploading of Financial Bid evaluation sheet</b>	: To be notified later
<b>Estimated Cost</b>	: Rs.4,70,000
<b>Bid Security/ EMD</b>	: Rs.10,000
<b>Date of Commencement</b>	: The date shall be intimated to the successful bidder by SFDCL at the appropriate time.
<b>Address for Communication</b>	: The Managing Director, The State Fisheries Development Corporation Limited, Bikash Bhawan, North Block, 1st Floor, Salt Lake, Kolkata-700091.



## General Conditions of Contract (GCC)

### 1. Scope of Work

1. Supply & delivery of 5 nos. of Desktop Computers as per specification below:

Desktop Computer (brand HP)	
Feature	Specifications
Processor	Intel i5 or higher/equivalent
Form, Factor & Chassis	Tower/Micro Tower/Mini Tower
Chipset	Commercial Class Intel® H670
Motherboard	OEM Motherboard with Logo embossed
RAM	8GB, Expandable up to 64 GB
Hard Disk Drive (SSD)	1 TB(SSD)
Keyboard / Mouse	Lenovo / Optical Mouse
Operating System	Windows 11 Basic, MS Office 365
Slots and ports	8USB Ports, 1 PCI Slot, 1 PCI x16 Slot
Support and Warranty	3Years onsite warranty, Drivers should be available for download from OEM site for atleast 3 years from the date of purchase.
Monitor	21.5 inch LED (1920 x 1080)
Make	HP
UPS	600 VA. Made by APC

Printer	
HP Laserjet Mono Printer (Black & White)	4 nos
HP Laserjet with duplex technology (Black & White)	1 nos

2. Supply & delivery of 4 nos HP Laserjet Mono Printer (Black & White)

3. Supply & delivery of 1 nos HP Laserjet with duplex technology (Black & White)

4. Vendor needs to submit OEM authorized certificate for authorized seller of the products mentioned in tender

5. After delivery & installation of items mentioned in BOQ, Vendor have to submit warranty certification mentioning serial no detail of products & warranty start date will be from the date of installation of items and end date will follows as per start date. This warranty information should be available in public domain. After satisfactory submission of warranty information, payment process will be initiated.

6. Vendor has to submit basic rate with applicable tax of each item mentioned in BOQ.

### 2. Commercial Terms & Conditions

#### 1) Price:

Basic quoted FOR destination price includes freight, insurance and taxes & duties other than GST if any, along with cost to cover the entire scope of work as stated in the relevant clause of the NIT.

**The price quoted by the Bidder shall remain FIRM throughout the execution period of the contract. The Bidders shall quote as per BOQ uploaded in the e-tender portal.**

**2) Goods and service taxes:**

Price quoted for each items specified should be including GST.

**3) Terms of Payment:**

- Three copies of Bill/ invoice in the name of Registrar of Fisheries Department are to be submitted for payment to the Department of Fisheries, Aquaculture, Aquatic Resources and Fishing Harbours, Govt. of West Bengal, IT Building, 7<sup>th</sup> and 8<sup>th</sup> floor, 31 GN Block, Salt Lake, Kolkata, 700091.
- Payment including all taxes and duties will be made after against complete supply, delivery & installation of the items along with the submission of invoice to the Controlling Officer with due certification from the controlling officer of the Department of Fisheries.

**4) Completion time:**

The completion of delivery will be 14 days from the date of placement of Order & installation within 2 days after delivery of order.

**5) Liquidated Damage:**

If the Contractor fails to fully and entirely complete the Works within the specified time, he shall pay to the owner a sum amounting to ½ (half) % of the contract value as liquidated damages for such default and not as a penalty, for each and every week or part of a week which shall elapse between the specified time and the date of completion of the Works subjected to a maximum of ten percent (10%) of the total contract price.

**6) Warranty /Guarantee:**

**The Contractor shall provide a Warranty/Guarantee certificate and user/operational manual along with the supply of material.**

- a) All equipment and materials shall be new and in accordance with the Contract Documents, all equipment shall be free from any defect due to faulty design, materials and / or workmanship.
- b) All works shall be in accordance with the contract documents and free from any defect and omission.
- c) The equipment shall perform satisfactorily and shall provide on-site warranty for a 36 (Thirty-six) months trouble free operation from the date of completion of supply for system supplied by the bidder. The Warranty from OEM has to be furnished.
- d) Above is the essence of the contract. In case of malfunctioning of equipment for the premature failure of its any component due to faulty design and/or material failure and/or bad workmanship and / or premature wear & tear, Contractor shall replace the same free of cost or refund the applicable cost or Purchaser may deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor as the case maybe.

The above Warranty shall commence from the date of receipt of the materials at the discretion of the Purchaser and shall valid till completion of warranted Period. This period of the Warranty shall be called the "Warranty Period". At the end of the Warranty Period, the liability of the Contractor ceases for the supplied materials.

**7) Insurance:**

Under bidder's scope. Necessary insurance cover against transit risks may please be arranged by bidder.

**8) Effective date**

The Contract shall come into force from the date of issue of Letter of Award.

**9) Canvassing prohibited**

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

**10) Conflict of Interest**

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

**11) Clarification and Amendment**

At any time before the submission of Proposals, the Client may amend the Tender by issuing an addendum by standard electronic means i.e. Web Portal. The Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**12) Force Majeure**

- a) Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances referred to clauses described below that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care. Force Majeure includes but not limited to the following events and circumstances to the extent they, or their consequences, satisfy the above requirements:

Any cause which is beyond the control of Contractor or SFDCL, as the case may be.

- i) Natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemic
- ii) Acts of any Governmental authority domestic or foreign, including but not limited to war (declared on undeclared), revolution, quarantine, embargoes, licensing control or production or distribution restrictions.
- iii) Accidents and disruptions, including but not limited to fires, explosions.

- iv) Nationwide or wide spread strikes or labour disputes extending beyond the Project site continuing for more than three (3) weeks and sabotage.
- v) Transportation delay due to force majeure or accident.
- vi) Failure or delay in Contractor's source of supply due to force majeure causes enumerated at (i) to (vi) except defective forging and castings, and
- vii) Failure to reach agreement as set forth below.
- viii) The following events are explicitly excluded from Force Majeure Events and are solely the responsibility of the affected party:
  - ix) Any strike, work-to-rule action, go-slow, or similar labour difficulty which is not specifically, enumerated in the above clauses (i) to(vii)
  - x) Late delivery, of plant, machinery, equipment, materials, spares parts or consumables for the Project;
  - xi) A delay in the performance of any contractor;
  - xii) Economic hardship;
  - xiii) Changes in Applicable Laws

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Contractor/ SFDCL as the case may be, shall, within one week, give notice in writing to the SFDCL/Contractor, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

**b) Burden of Proof**

In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Parties shall submit the dispute to arbitration, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

**c) Effect of Force Majeure**

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of acceptance of Letter of Award / Effective Date.

The Contractor shall request for extension of Time for Completion due to delay caused by Force Majeure. The SFDCL may agree to give extension in time as may be justified. However the SFDCL will not bear any additional cost whatsoever in connection with Force Majeure.

**d) Performance to Continue**

Upon the occurrence of any circumstances of any Force Majeure the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer.

### **13) Termination of Contract**

In the event Contractor is adjudged a bankrupt or insolvent, or if Contractor makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to commence the Work or abandons the Work or part thereof or fails to rectify any Work done that has been rejected or objected to by the Purchaser or if it fails to make prompt payments when due to Subcontractors or for labour, materials or equipment, or if Contractor otherwise commits a material breach of any of the terms of this Agreement, Purchaser may, without prejudice to any other right or remedy Purchaser may have hereunder or at law or in equity, at any time terminate this Agreement upon 30 days' notice to Contractor, provided such event or breach is not remedied within such 30 days period or, if the breach or default cannot reasonably be cured within 30 days, such longer period (not to exceed 60 days) as may be reasonably necessary to cure such breach or default. Purchaser may terminate this Agreement immediately upon notice to Contractor if Contractor disregards a material provision of any Applicable Law. Purchaser may terminate this Agreement, upon 30 days' notice, if Contractor disregards any other provision of Applicable Law, provided any such failure is not remedied within such 30 days period. If this Agreement has been properly terminated pursuant of this clause, Contractor shall be deemed to be in material breach of this Agreement and shall receive no Termination Payment or other cancellation payments in the event of a termination under this clause, but Contractor shall be entitled to any Scheduled Payments then due and payable.

### **14) Foreclosure of Contract:**

#### **Termination for Purchaser's Convenience:**

Purchaser may for its convenience terminate any part of the services or any Subcontract (with the termination of any, subcontract to be effected through contractor) or all remaining services or the agreement hereunder, at any time upon 30 days' prior written notice to contractor specifying the part of the services to be terminated and the effective date of termination. Immediately upon receipt of such notice, contractor shall stop performance of the terminated services and shall immediately order and commence demobilization with regard to the terminated services. In the event of a partial termination, contractor shall

continue to prosecute the part of the services not terminated. In case of a termination of part of the services, Purchaser will authorise a scope change order making required adjustments to one or more of the Guaranteed completion date, the contract price, the payment & milestone schedule the project schedule and the performance guarantees, as appropriate. However, the purchaser shall pay to the Contractor for any work performed by the Contractor in respect of terminated services, duly certified by the Controlling Officer of the Purchaser, against submission of documentary evidences by the Contractor.

### **Consequences of Termination:**

Upon any termination pursuant to this clauses, Purchaser may at its option elect to (a) assume responsibility for and take title (to the extent title has not previously passed to Purchaser) to and possession of the Project and any or all work, materials or equipment remaining at the Facility Site, and (b) succeed automatically, without the necessity of any further action by Contractor, to the interests of Contractor in any or all contracts and Subcontracts entered into by Contractor with respect to the Project, and shall be required to compensate such contractors and Subcontractors only for compensation becoming due and payable to such parties under the terms of their contracts and Subcontracts with Contractor from and after the date Purchaser elects to succeed to the interest of Contractor in such contracts and Subcontracts. All claims by such contractors and Subcontractors to be due and owing for Services and other work performed prior to such date shall constitute debts between Contractor and the affected contractors and Subcontractors, and Purchaser shall in no way be liable for such sums. Contractor shall include in all agreements and contracts entered into with contractors and Subcontractors a provision providing for the foregoing. In the event of any termination pursuant to these clauses hereof, Purchaser may, without prejudice to any other right or remedy it may have, at its option finish the Services and other work by whatever method Purchaser may deem expedient. In such case, Contractor shall not be entitled to any further pay hereunder, and to the extent the costs of completing the Services and other work hereunder, including without limitation compensation for additional professional services, exceed those amounts that would have been payable to Contractor hereunder to complete the Services except for Contractor's default, Contractor shall pay the difference to Purchaser upon demand.

### **Surviving Obligations:**

Termination of this Agreement (a) shall not relieve either Party of its obligations with respect to the confidentiality of Proprietary Information as set forth elsewhere (b) shall not relieve either Party of any obligation hereunder which expressly or by implication survives termination and (c) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination and shall not relieve Contractor of its obligations as to portions of the Services already performed or of obligations assumed by Contractor prior to the date of termination.

### **Payment upon Termination:**

Upon termination of all or part of the Services pursuant to clauses described above, Contractor shall be entitled to be paid:

- a) all actual documented costs incurred by Contractor, as audited and accepted by an independent certified public accounting firm of national reputation selected by Purchaser and acceptable to Contractor, incurred or that could not be avoided in connection with performance by Contractor of services as of the date of termination which were not previously paid for by Purchaser, and
- b) all actual documented costs incurred by Contractor in connection with items procured by Contractor in connection with the services for which Contractor has not been paid, provided that such items are

delivered to Purchaser at the Project Site together with all documents necessary to transfer title thereto to Purchaser (the 'Termination Payment'). As a condition precedent to receiving the Termination Payment, Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of Contractor's contractual rights, as Purchaser may require for the purpose of fully vesting in Purchaser all rights, title and interests of Contractor in and to all subcontracts, purchase orders, warranties, guarantees and other agreements.

**Verification of the Termination:**

Contractor shall, within 90 days of any such termination of all or part of the Services, submit to Purchaser all invoices and other documentation as is sufficient to enable Purchaser to verify the performance of the Services and Contractor's costs associated therewith and to determine the amount of the Termination Payment. Termination Payment shall not include the costs of future anticipated profit or restocking charges.

**Payment and Limitation of the Termination Payment:**

Purchaser shall pay the Termination Payment to Contractor within 90 days of Purchaser's receipt of the documentation required under the clause: Verification of the Termination.

Payment of the Termination Payment shall be sole and exclusive liability of Purchaser, and the sole and exclusive remedy of Contractor, with respect to termination of this Agreement pursuant to above clauses. In no event shall Purchaser have any further liability to Contractor in any such event for actual, incidental, consequential or other damages, notwithstanding the actual amount of damages that Contractor may have sustained.

**15) Limitation of Liability**

Except in cases of criminal negligence or willful misconduct,

- a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract, and
- b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply to the cost of repairing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

**16) Settlement of Disputes**

All disputes concerning question of fact arising under the agreed work order shall be decided by the MD, SFDCL. The said officer, subject to a written appeal by the Awardee Facilitator to the controlling officer, shall decide upon the disputed facts and circumstances. The decision of MD, SFDCL shall be final and binding on both the parties hereto.

## 17) Governing Law & Jurisdiction

This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this workorder.

## 18) Blacklisting

Vendor may be blacklisted as per applicable government Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings.

Sd/-

**MANAGING DIRECTOR  
THE STATE FISHERIES DEVELOPMENT  
CORPORATION LIMITED**

**Memo No: SFDC-12.0011.0(39.0)/1/2023-SECTION(SFDCL)-SFDC/1403(4)**

**Date:28.11.2023**

Copy forwarded for favour of kind information to the:-

- 1) The Secretary to the Govt. of West Bengal, Fisheries Department,
- 2) The Managing Director, BENFISH,
- 3) The PS to Hon'ble MOS, Fisheries Department,
- 4) Guard file

Sd/-

**MANAGING DIRECTOR  
THE STATE FISHERIES DEVELOPMENT  
CORPORATION LIMITED**



## ANNEXURE : I

### Bidder Information Sheet

(To be filled, signed and attached)

1.0	E-tender No. and Date			
2.0	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	<b>Registered Office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	<b>Kolkata office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos			
e)	Person to be contacted			
4.0	Nature / status of candidate firm (whether sole Proprietary / Partnership) / Private Limited / Public Limited / Public sector)			
4.1	<b>Type of organization and its legal entity</b>			
a)	In case of individual: Give his full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	<b>Names of Responsible persons and their designation: (for handling all aspects of this tender / order)</b>			
	Person	Designation	Based at	Telephone No. / E-mail / Fax
a)				

b)				
c)				
7.0	Power of Attorney / Letter of Authority (An attested copy to be enclosed in case the tender / offer is signed by an Individual other than the sole proprietor)			Enclosed/Not enclosed
8.0	Authorisation & Alteration to Tender has been signed by person duly authorised / empowered to do so			Yes/No
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
10.0	Product catalogues, leaflets etc. attached			Yes/No
11.0	Financial Details of the Bidder			
11.1	Name & address of Bankers			
11.2	GST Registration details			
11.3	PAN/TAN No.			
11.4	Enclosed Copies of Balance Sheets and Profit and Loss Account (duly audited by Chartered Accountant) for the past 3 accounting (fiscal) years i.e. 2020– 21, 2021 –22 and 2022 –23			
11.5	Annual turnover of Bidder For last three (3) Fiscal year 1) 2020– 21 2) 2021 –22 3) 2022 –23			

**Signature** : .....

**SEAL OF COMPANY**

**Name** : .....**Designation** :.....

\* Scanned self attested copies of certificates / documents, as applicable to be submitted.

Authorized Signature, Name & Designation

## ANNEXURE : II

### Declaration

A. I, ----- on behalf of ----- (name of the company / partnership firm)-----  
----- do hereby declare that I have gone through all the provisions of NIT No.---  
-----dated----- (including subsequent Addenda/Corrigenda and other documents) and clearly  
understood the implications of all those provisions and submitting my / our bid adhering all the provisions of  
said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the  
bidder) hereby declare that M/s. (name of the bidder) is not blacklisted/ debarred by any Government  
department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken  
the works/ services during the last \_\_\_\_\_ year(s).

C. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the  
bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied  
tender document and the tender document submitted by M/s. \_\_\_\_\_ (name of the bidder) is  
identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

D. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the  
bidder) do hereby declare that \_\_\_\_\_ (Name of the agency) have satisfactory past record of  
compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or  
defaulter of statutory liabilities.

E. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the  
bidder) do hereby confirm that my / our bid complies with the total techno commercial requirement of tender  
document without any deviation. We hereby withdraw all deviation mentioned in technical proposal , if any.  
The bid is a "Zero Deviation bid".

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my  
knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring  
Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorized representative

Seal of the Company

**Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First  
Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder  
and upload it.**

**ANNEXURE : III**

**Format of Affidavit**

**(To be submitted on a Ten Rupee Non-judiciary Stamp Paper)**

**(To be filled, signed and attached)**

I .....the undersigned, son / daughter of .....is the authorized signatory for M/s..... for participating in this bidding, hereby solemnly affirm and declare that:

1. My / Our Proprietor / Firm / LLP /Company M/s..... has no adverse record or defaulter of statutory liabilities
2. And also, our firm has never been blacklisted/debarred in any organization during the last 2 (two) years from the date of submission of this tender.

**DEPONENT**

**VERIFICATION:**

Verified at....., this the day of. .... 2020. That the contents in the above affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed there from.

**DEPONENT**

## ANNEXURE : IV

### Manufacturer Authorization Form(MAF)

To  
The MD,  
The State Fisheries Development Corporation Limited,  
Bikash Bhawan, North Block, 1st Floor,  
Salt Lake, Kolkata-700091.

Subject : Manufacturer Authorization for Tender No.-----

Sir,

We, <OEM/ Manufacturer name> having our registered office at <OEM/ Manufacturer address>, are an established and reputed manufacturer of Computer Systems/System integrator.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner for We hereby authorize <Bidder Name> to quote and execute the order for the subject tender on behalf of <OEM/ Manufacturer name>.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments during the entire warranty period of 3 years from the date of supply/installation of the equipments .The given <Quoted Model in tender> will not be declared obsolete and supported by us for next five years from the date of supply/installation of the equipments .

Thanking You,  
For <OEM/Manufacturername>  
<(AuthorizedSignatory)>  
Name:  
Designation:

<Bidder's Name &Stamp>  
Authorized signatory  
Name:  
Designation :

Note: This letter of authority should be on the letter head of the manufacturer and should be signed & stamped by OEM Company.