
 West Bengal Tenders		eProcurement System of Government of West Bengal																											
Tender Details																													
		Date : 10-Feb-2022 06:57 PM																											
 Print																													
Basic Details																													
Organisation Chain	WB AGRO INDUSTRIES CORP.																												
Tender Reference Number	AIC/PD/PM/NIET-13/21-22																												
Tender ID	2022_WBAIC_365316_1																												
Tender Type	Open Tender	Form of contract	Item Rate																										
Tender Category	Goods	No. of Covers	2																										
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No																										
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No																										
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No																										
Payment Instruments		Cover Details, No. Of Covers - 2																											
Online Bankers	<table border="1"> <thead> <tr> <th>S.No</th> <th>Bank Name</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ICICI BANK</td> </tr> <tr> <td>2</td> <td>ICICI NEFT/RTGS</td> </tr> </tbody> </table>	S.No	Bank Name	1	ICICI BANK	2	ICICI NEFT/RTGS	<table border="1"> <thead> <tr> <th>Cover No</th> <th>Cover</th> <th>Document Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fee/PreQual/Technical</td> <td>.pdf</td> <td>NIT</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Technical</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>EMD</td> </tr> <tr> <td>2</td> <td>Finance</td> <td>.xls</td> <td>BOQ</td> </tr> </tbody> </table>		Cover No	Cover	Document Type	Description	1	Fee/PreQual/Technical	.pdf	NIT			.pdf	Technical			.pdf	EMD	2	Finance	.xls	BOQ
S.No	Bank Name																												
1	ICICI BANK																												
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		.pdf	Technical																										
		.pdf	EMD																										
2	Finance	.xls	BOQ																										
Other Important Documents																													
S.No	Category	Sub Category	Sub Category Description	Format/File																									
1	CERTIFICATES	CERTIFICATES	VAT/SALES TAX REGISTRATION CERTIFICATE ALONG WITH ACKNOWLEDGEMENT , PAN, LATEST IT ACKNOWLEDGEMENT, PTAX, LABOUR LICENCE																										
2	CERTIFICATES	GST Registration Certificate	GST Registration Certificate																										
3	CERTIFICATES	Bank Solvency Certificate	Bank Solvency Certificate																										
4	CERTIFICATES	P/ L and Balance Sheet 2016-2017	P/ L and Balance Sheet 2016-2017																										
5	CERTIFICATES	Permanent Account Number	Permanent Account Number																										
6	COMPANY DETAILS	COMPANY DETAILS 1	PARTNERSHIP DEED, CO-OPERATIVE SOCIETY BYLAW, MOA, TRADE LICENCE, COMPANY REGISTRATION CERTIFICATE																										
7	CREDENTIAL	CREDENTIAL 1	CREDENTIAL 1																										
8	CREDENTIAL	CREDENTIAL 2	COMPLETION CERTIFICATES																										
9	FINANCIAL INFO	P/L AND BALANCE SHEET 2015-16	P/L AND BALANCE SHEET 2015-16																										
10	FINANCIAL INFO	P/L AND BALANCE SHEET 2016-2017	P/L AND BALANCE SHEET 2016-2017																										
11	FINANCIAL INFO	P/L AND BALANCE SHEET 2017-18	P/L AND BALANCE SHEET 2017-18																										
12	FINANCIAL INFO	P/L AND BALANCE SHEET 2018-19	P/L AND BALANCE SHEET 2018-19																										
13	FINANCIAL INFO	P/L AND BALANCE SHEET 2019-20	P/L AND BALANCE SHEET 2019-20																										
14	FINANCIAL INFO	P/L AND BALANCE SHEET 2020-21	P/L AND BALANCE SHEET 2020-21																										

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	22,005	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	AIC/PD/PM/NIET-13/21-22				
Work Description	Supply of 04 Cabin Aerobics Bio Toilet				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	11,00,232	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	30
Location	Purulia	Pincode	723101	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	WBAICL HO
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	11-Feb-2022 10:30 AM	Bid Opening Date	28-Feb-2022 02:30 PM
Document Download / Sale Start Date	11-Feb-2022 10:30 AM	Document Download / Sale End Date	24-Feb-2022 06:30 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	11-Feb-2022 10:30 AM	Bid Submission End Date	24-Feb-2022 06:30 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	397.68	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_708625.xls	BOQ	287.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	eetwoaewbaic@gmail.com	KAUSHIK GANGULY	KAUSHIK GANGULY
2.	kalyanbikash@gmail.com	KALYAN BIKASH KONER	KALYAN BIKASH KONER
3.	pm.wbaicl@gmail.com	Anath Nath Das	ANATH NATH DAS

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes

BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

<u>Tender Inviting Authority</u>	
Name	PM WBAICL
Address	23B N S Road Kolkata 01

<u>Tender Creator Details</u>	
Created By	Anath Nath Das
Designation	Project Manager
Created Date	10-Feb-2022 06:40 PM



West Bengal Agro Industries Corporation Ltd.
(A Govt. Undertaking)
Registered Office: 23B, Netaji Subhas Road, 3rd Floor,
Kolkata – 700001
CIN: U29211WB1968SGC027349

Phone No. 2230-2314/15
E-mail: wb_agro@wbaicl.com
Website: www.wbagroindustries.com

Ref. No.: AIC/PD/PM/NleT-13/21-22

Date: 10.02.2022

NOTICE INVITING e-TENDER

E-tenders are invited by the Project Manager of West Bengal Agro Industries Corporation Ltd., Kolkata, in two bids system for the Supply of 01 no. Aerobics Bio Toilet (04 Cabins) in Purulia, West Bengal from the bonafied, eligible and experienced Manufacturers/Dealers/Distributors/Agency with sound technical and financial capabilities and having credential in executing similar nature of work in any Government Department/Government Undertaking/Semi Government Organization/Local Self Government as well as fulfilling the stipulated qualifying criteria, for the following works as detailed below:

DESCRIPTION OF THE WORK: "Supply of 01 no. Aerobics Bio Toilet (04 Cabins) in Purulia".

Sl. No.	Item details	Location	Earnest Money	Time of completion (in days)	Eligibility of Contractor
01.	Supply of 01 no. Aerobics Bio Toilet (04 Cabins)	Purulia, West Bengal	Rs. 22,005/-	30	Bonafied Manufacturers/ Dealers/ Distributors/ Agency fulfilling eligibility criteria.

- In the event of e-filling, intending bidder may download the tender document from the website <https://wbtenders.gov.in/nicgep/app> directly with the help of Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. DSC is given as a USB e-Token. After obtaining the class 2 or class 3 Digital Signature Certificate (DSC) from approved CA they are required to register the fact of possessing the Digital Signature Certificate through the registration system available in the Website.
- The intending bidder must read the terms and condition of the NleT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- All information posted on the website consisting of NleT and related documents, BOQ, Corrigendum etc. shall form part of the tender document.

1. Eligibility for participation:

Prospective bidders having experience of similar nature of works are eligible to participate subject to the fulfilment of eligibility criteria mentioned in **Sl. No. 02**.

Technical Bid and Financial Bid both will be submitted online concurrently duly digitally signed on the Website <https://wbtenders.gov.in/nicgep/app> as per time schedule stated herein under. The documents submitted by the bidders should be properly indexed & self attested with seal.

The financial offer of the prospective bidders will be considered only if the Technical Bid is found qualified by the Tender Accepting Authority / Tender Evaluation Committee. The decision of the Tender Accepting Authority/Tender Evaluation Committee will be final and binding on all concerned and no challenge against such decision will be entertained. The list of the qualified bidders will be displayed on the website on the schedule date & time.

- ✓ Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i. made misleading or false representations in the forms, statement and attachments submitted in proof of the qualification requirements; and/or
 - ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- ✓ **Joint Ventures will not be allowed.**
- ✓ **A prospective bidder should be allowed to participate in the work either in the capacity of individuals or a partner of the firm.** All his application will be rejected for that job/work, if found to have applied severally and jointly, in the same work without assigning any reason thereof.

2. Eligibility criteria for participation in tender:

A. To qualify for award of contract, each bidder in its name should have in last five years i.e. 2016-17 to 2020-21:

- a) Achieved, in atleast **(02) two financial years**, a minimum annual financial turnover of **Rs. 50 Lakhs**.

N.B.: Only P & L A/c portion of audited Annual Report, Income Tax Returns and Certificate from the Chartered Accountants certifying turn over should be enclosed.

- b) Resourceful Bonafide Contractors of Govt./Public Sector undertakings & Registered Labour Co-Operative Societies having credential of atleast i) One work order in the magnitude of 40% (forty percent) or ii) two work order, each of the minimum value 30%, of the estimated amount put to the tender along with Completion certificate.

B. Each Bidder should further demonstrate

- a. Sufficient Liquid assets and/or availability of credit facilities in the format given in **FORM-III Section-B**. (Solvency certificate from bank, not issued before **01/02/2022**, in this respect shall be furnished.)

3. The responding bidder shall have adequate capacity to execute Supply Orders in stipulated time.

4. An Affidavit as per given format in **non-judicial stamp paper of Rs. 100/-** duly certified by a Notary should be submitted by the participant **that he/she is/are not barred/delisted/blacklisted by Govt./ Govt. Undertaking or any other authority** during last 05 (five) years. (A declaration in this respect through affidavit as per the format given in Affidavit-Y Section-B has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

5. **Payment** shall be released **on receipt of payment by the Corporation from the Ordering Authority/Employing Authority.**

6. **No mobilisation advance** will be allowed.

7. **Statutory deductions**, if any, will be deducted from supplier's bill.

8. Security Deposit:

As per Memorandum 201-F(Y) dt. 18/01/2021 of Finance Department of Govt. of West Bengal, 3% of the Total Work Order Value will be kept as Security Deposit. As such, the Earnest Money of the Successful (Lowest) Bidder will be kept as initial Security Deposit and the remaining amount equivalent to sum up the 3% of the Total Work Order Value, shall be deposited to this office within 07 days of receipt of the Work Order in favour of "West Bengal Agro Industries Corporation Ltd." payable at "Kolkata" in the form of Demand Draft.

The Security Deposit will be released after completion of work and expiry of warranty period.

9. Earnest Money

The amount of Token Earnest Money is to be submitted electronically: online-through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway or: offline- through any bank by generating NEFT/RTGS challan from the e-tender portal as per provision as contained in G.O No-3975-(F)Y dated 28/07/2016 of the Sec to the Govt of W.B. Finance Deptt. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & account no, amount, beneficiary bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement portal. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD. No exemption from submission of Earnest Money.

10. Administrative Cost (Non Refundable):

Successful (Lowest) Bidder shall have to deposit 10 (Ten) % of the ordered value plus GST as Administrative Charges (Non-Refundable) in form of Bank Draft drawn in favour of 'West Bengal Agro Industries Corporation Limited' payable at Kolkata within 07 days of receipt of the Work Order.

11. Bid Validity: -

The bid will be valid for not less than 180 days from the date of opening of the financial bid.

12. Validity of Rate: -

The Rate shall remain valid ordinarily for a period of 01 (One) year from the date of finalisation of the tender which may be extended further for another next financial year with mutual consent between the bidder & WBAICL unless terminated prematurely by WBAICL at its discretion and satisfaction.

13. The Tender documents shall be filled up in English. All literatures and correspondence in connection with this e-Tender shall be in English.
14. **NO CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.**
15. **Prospective Applicants are advised to note carefully the minimum qualification criteria and “Instructions to Bidders” before bidding.**

16. Date & Time Schedule

Sl. No.	Particulars	Date & Time
1	On Line Date of uploading of NleT. (Publication Date)	11/02/2022 at 10:30 hrs.
2	On Line Documents Download start date	11/02/2022 at 10:30 hrs.
3	On Line Bid Submission start date	11/02/2022 at 10:30 hrs.
4	On Line Bid Submission closing date	24/02/2022 at 18:30 hrs.
5	On Line Bid opening for Technical bid at Registered Office	28/02/2022 at 14:30 hrs.
6	On Line Date of uploading list for Technical Qualified Bidder	After Technical Bid evaluation (To be notified later)
7	On Line Date for opening of Financial Proposal	To be Notified Later
8	On Line Date of uploading of list of bidders along with their rates	To be Notified Later

NB.:- If any of the dates/s mentioned herein above is/are declared Govt. holidays or normal functioning of the office/s is disturbed or disrupted due to unavoidable/unforeseen reason whatsoever – (last) date of the that particular activity will be extended to/take place on next normal working day.

17. The Tender Inviting Authority of West Bengal Agro Industries Corporation Ltd., Kolkata reserves the right to cancel the e-N.I.T. due to unavoidable circumstances and no claim in this respect will entertained.

18. Rejection of Bid:

Tender Inviting Authority reserves the right to accept or reject any/or all bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of contract without thereby/incurred any liabilities to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action.

19. Acceptance of Tender:

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

20. During scrutiny if it comes to the notice of the Tender Inviting Authority that the credential or any other papers of any bidders is incorrect/Manufactured/fabricated that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.
21. In case if there be any objection regarding Pre-qualifying the Agency that should be lodged to the **Managing Director**, West Bengal Agro Industries Corporation Ltd. within 24 hrs. from the date of publication of list of qualified Agencies and beyond that time schedule no objection will be entertained.
22. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other documents of the lowest bidder and if found either manufactured or fabricated or false, in that case, work order will not be issued in favour of the bidder under any circumstances.

23. The specification laid-down is minimum requirement. However, if the tenderer feels that he can supply machines/equipments with better specification which shall fulfil the requirement of WBAICL, the Bidder should justify his claim explicitly. **But no conditional bid shall be accepted.**
24. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
- a) NleT
 - b) Technical Bid
 - c) Financial Bid
25. The payment will be made as & when fund will be available from the concerned source. No claim, whatsoever, for delay in payment, if any, will be entertained. Contractors are requested to quote their rates accordingly.
26. This NleT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to execute formal agreement consisting of NleT, all tender documents forming part of the bid at the time of invitation of bid, the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.



Project Manager
W.B. Agro Industries Corporation Ltd.

INSTRUCTION TO BIDDERS

Instruction / Guidelines for tenders for electronics submission of the tenders online have been annexed for assisting the bidder to participate in e-tendering.

1. Registration of Agency:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in/nicgep/app>. The bidder is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

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 Information Centre (NIC) on payment of requisite amount details are available at the Web site stated in clause-I of Guideline to Bidder. DSC is given as a USB e-Token.

3. Collection of Bid Documents:

The bidder can search & download NIeT & Tender Documents electronically from computer once he log on to website mentioned in clause 1 using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

4. Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Evaluation Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Evaluation Authority upon Suggesting suitable punitive measure will bring the matter to the notice of the Managing Director and the bidder may be suspended from participating in the tenders on e-Tender platform of WBAIC Ltd. as per approval of the Managing Director for a maximum 03 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Corporation. The Appropriate Authority will issue the necessary orders with intimation to the agency & the Corporation may take appropriate legal action against such defaulting tenderer.

5. Submission of Tenders:

1. General process of submission:

Tenders are to be submitted through online mode to the website stated above in two folders at a time for each supply work, one in **Technical Proposal** & the other is **Financial Proposal** before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

2. Technical Proposal:

The Technical Proposal should contain scanned copies of the following further in two covers (folders).

A. Statutory Cover Containing

- i) The NIT with all agenda & corrigendum/addendum (upload the same by signing digitally)
- ii) Prequalification Application (Section B, Form – I).
- iii) Affidavit-Y (Section B).
- iv) Structure and Organization (Section B, Form- II)
- v) Copy of Electronically transferred Earnest Money as prescribed in the NIT.
- vi) Bank Solvency Certificate as per Section B, Form- III.
- vii) Branch Office in West Bengal along with communication details. (Preferably in Purulia District)

B. Non-Statutory / Technical Documents Cover Containing

- i) Self-Attested Copy of Professional Tax (P. Tax) deposit receipt challan for the financial year 2020-21.
- ii) Self-Attested Copy of PAN Card, GST Registration Certificate, Valid Trade License.
- iii) Self-Attested Copy of Registration Certificate under Company Act. (If any).
- iv) Self-Attested Copy of Registered Deed for Partnership Firm, Article of Association & Memorandum for Pvt. Ltd./Ltd. Company.
- v) Self-Attested Copy of Incorporation Certificate for Pvt. Ltd./Ltd. Company.
- vi) Self-Attested Copy of the audited Annual Report (only P & L A/c portion) along with Income Tax Returns as mentioned in Clause 2. (Certificate from the Chartered Accountants certifying turn over should be enclosed)
- vii) Self-Attested Copy of supply order along with completion certificate as mentioned in Clause 2.
- viii) Design/Drawing/Detailed Technical Specification of the proposed item
- ix) Warranty Policy
- x) Test Reports (if any), Product Catalogue (if any) should be submitted in Technical Bid.

N.B.: Failure of submission of any of the above-mentioned documents will render the tenderer liable to be rejected for both statutory & non-statutory cover.

CHECK LIST OF THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER.

Mark the check boxes beside the necessary documents in the document list and arrange the same in the following manner:

Sl. No.	Documents	Tick
1	NleT with all agenda & corrigendum/addendum	
2	Prequalification Application (Section B, Form – I)	
3	Affidavit-Y (Section B) as per given format in non-judicial stamp paper of Rs. 100/- duly certified by a Notary	
4	Structure and Organization (Section B, Form- II)	
5	Copy of Electronically transferred Earnest Money as prescribed in the NleT.	
6	Bank Solvency Certificate as per Section B, Form- III.	
7	Branch Office in West Bengal along with communication details	
8	Professional Tax (P. Tax) deposit receipt challan for the financial year 2020-21	
9	PAN Card	
10	GST Registration Certificate	
11	Trade License	
12	Registration Certificate under Company Act	
13	Registered Deed for Partnership Firm	
14	Incorporation Certificate, Article of Association & Memorandum	
15	P & L A/C Portion Annual Audited Report for FY 2016-17	
16	IT Return for FY 2016-17	
17	P & L A/C Portion Annual Audited Report for FY 2017-18	
18	IT Return for FY 2017-18	
19	P & L A/C Portion Annual Audited Report for FY 2018-19	
20	IT Return for FY 2018-19	
21	P & L A/C Portion Annual Audited Report for FY 2019-20	
22	IT Return for FY 2019-20	
23	P & L A/C Portion Annual Audited Report for FY 2020-21	
24	IT Return for FY 2020-21	
25	Supply Order along with Work Completion Certificate	
26	Design/Drawing/Detailed Technical Specification of the proposed item	
27	Test Reports	
28	Product Catalogue	
29	Warranty Policy	

3. **Financial Proposal:**

Quoting of Rates in the BOQ

- a) Tenderer shall have to quote Rate / Price in the cells provided in the BOQ and should fill all cells of a particular row.
- b) **The rate shall be quoted including all taxes, installation, demonstration, insurance and compensation** (such as Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non-Delivery Risk.)
- c) All Tender prices shall have to be quoted in BOQ inclusive of every demand for delivery up to installation/delivery site at Purulia, West Bengal as mentioned in the BOQ.
- d) The price should be firm, final, and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, component, labour cost etc. and any change of statutory levies till the completion of the **supply & demonstration** as per order. The intending bidders are required to quote and submit the Rates on-line only. **No off-line Tender will be entertained.**
- e) The bidders shall quote rate accordingly considering that no escalation and/or price adjustment will be allowed by the Corporation under any circumstances.
- f) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ) the Bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- g) Only downloaded copies of the above documents are to be uploaded duly scanned & digitally signed by the tenderer.

Note:

In cases where BOQ has been changed by the Tender Inviting Authority by way of corrigendum, bidders are to upload the revised BOQ. If bid is submitted prior to the date of corrigendum, the bidder is to resubmit the bid along with the revised BOQ. If revised BOQ is not found during financial evaluation, the bid will be rejected.

6. **Addenda/Corrigenda: If published:**

Bidders are to keep track of all the Addendum/corrigendum issued with a particular tender and upload all the above digitally signed along with the NIET. Tenders submitted without the Addendum/ Corrigendum are liable to be treated as informal and thereby rejected.

7. Opening & Evaluation of Tender:

1. Opening of Technical Proposal: -

- i) Technical proposals will be opened by the Tender Inviting Authority, WBAIC Ltd.
- ii) Intending tenderers may remain present if they so desire.
- iii) Cover (folder) statutory documents would be open first & if found in order and correct, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory & non-statutory documents the tender will summarily be rejected.
- iv) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.
- v) The summary list of technically qualified tenderers will be uploaded.

N.B: While Evaluation, the committee may summon of the tenderers & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted & if those are not produced within the stipulated time frame, their proposals will be liable for rejection.

2. Uploading of list of technically qualified tenderers: -

Pursuant to scrutiny and decision of the Tender Evaluation Authority (TEA) after Technical Bid Evaluation, the list of eligible bidders qualified through Technical Evaluation for a particular serial of work whose financial proposals will be considered, will be uploaded in the web portals.

3. Opening and Evaluation of Financial Proposal

- i) Financial proposals of tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date and time.
- ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii) No claim out of typing, printing, arithmetical and/or clerical mistakes anywhere in the tender shall be entertained.
- iv) Normally Lowest evaluated offer taking all the items in the BOQ taken together will be considered.

8. Acceptance of Bid:

Valid lowest evaluated rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserve the right to reject any or all the tenders, for valid reasons and also deserves the right to select bidder in term of product quality.

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement will incorporate all necessary documents e.g. N.I.T. all corrigendum, special terms & conditions, specification of Supply, different filled up forms, BOQ and the same will be constituted between the Accepting Authority and the successful Bidder.

9. Rejection of Bid:

The Tender Inviting Authority reserves the right to accept or reject any Bid or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Tender Accepting Authority's action.

10. Penalty for suppression/distortion of facts: -

Submission of false document by tenderer is strictly prohibited & if found action may *be referred to the appropriate* authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

11. EXTENSION OF TIME: -

Time shall be considered as the essence of the contract. Ordinarily in delay in Completion of Work will attract penal action as per provision of Contract. If, however failure of the contractor to complete the work as per the stipulated dates referred to above arise from delays in handing over of sites on the part of Corporation/Employing Department, it has undertaken to provide under the contract, **force majeure** an appropriate time extension will be given. The contractor shall request such extension. No claim what so ever for loss of labour, additional establishment cost of hire and labour charges of tools and plants, etc. would be entertained under any circumstances. The contractor should consider the above factors while quoting this rate.

12. Award of Contract:

The successful bidder will be notified by the Tender Inviting & Accepting Authority through acceptance letter. The notification of award will constitute the formation of the Contract.

13. Payment of Bill:

- a) Payments will be released to the Supplier on receipt of the same from the concerned Ordering Authority i.e. on **back-to-back basis**.
- b) Security deposit will be admissible for refund after expiry of warranty period reckoned from the date of satisfactory completion. Any defect arising during this period the supplier has to make good/replace the same at his own cost.
- c) **Mode of payment:** All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding by the Corporation. The bidders are requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code No. MICR Code No., Permanent Account No. (PAN).



Project Manager
W.B. Agro Industries Corporation Ltd.

GENERAL AND SPECIAL TERMS & CONDITIONS

GENERAL AND SPECIAL TERMS & CONDITIONS TOGETHER WITH TECHNICAL SPECIFICATION OF TENDER FOR SUPPLY OF 01 NO. AEROBICS BIO TOILET (04 CABINS) IN PURULIA, WEST BENGAL AGAINST AIC/PD/PM/NleT-13/21-22.

1. Completion Period of Job:

The supplier shall undertake to complete the Job which includes the supply and commissioning of equipment/Entire equipment at sites **within stipulated period** from the date of placing formal purchase order.

2. Inspection & Testing:

Before supply at site, inspection & testing will be done by the Corporation/Representative of Indenting Authority/Engaging Authority, if required at manufacturing point.

3. Testing for Quality

In case any dispute of quality, the Corporation will get the material tested in order to ascertain the quality, by testing through FMTTI/Government Agricultural Institute; the testing charges incurred for the same shall be recovered from the bills of supplier. In case of complaint regarding performance of machine, the Competent Authority of the Corporation may form a Committee to examine the performance.

4. Changes in Specifications

Should the Corporation/Indenting Authority require any changes in specifications; the supplier shall use his best endeavour to comply with the Corporation's / Indenting Authority's requirement in respect of the changed specification.

5. Liquidated Damages:

It is emphasized by the Corporation/Indenting Authority & understood by the supplier that the period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ Indenting Authority. If the supplier fails to deliver any or all of the Equipments within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Equipments for each week of delay until actual delivery or performance, up to a maximum deduction of 05% of the delayed Equipments. Once the maximum is reached, the Corporation may consider termination of the contract.

The Corporation/Indenting Authority may withhold any payment due to the supplier until the whole of the items have been fully supplied and delivered and may deduct or recover from the supplier, liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/Indenting Authority to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

6. Purchaser's Right to vary quantities at time of award:

The Purchaser/Corporation reserve the right to increase or decrease the quantity of Equipments specified in the schedule of Requirements at the time of award of contract without any change in price or other terms & conditions.

7. Repeat Order:

The validity of the tender may be extended for further period as mutually agreed and it shall be open to the purchaser/Corporation to place repeat order to the vendor on the same rate, terms & conditions.

8. No escalation of rates within the contract validity period shall be entertained under any circumstances.

9. Warranty:

Materials as well as full system shall be **warranted for a period of minimum 12 months** from the date of supply & commissioning of equipment against manufacturing defects/poor workmanship/design. If any defect/damage is found during the period as mentioned above, the supplier shall make the same good at his own cost to the specification at par. On failure to do so, penal action against the supplier will be imposed by the Corporation as deemed fit. The supplier may quote his rate considering the above aspect.

10. Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as unprecedented flood, volcanic eruption earthquake or other convulsion of nature, and other acts such as but not restricted to general strikes, invasion the act of foreign countries, hospitalities or warlike operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

11. Penalties for Non-Compliance, Violation and Non-Performance:

The following penalties would be imposed for supply of sub-standard materials or for non-compliance, violation or non-performance or contravention of any of the terms and conditions of the tender and/or in the event of suppression of facts and documents thereof, if detected:

- EMD and the entire security deposit would be forfeited. However, if the value of Equipments involved in such non-compliance, violation or non-performance is less than the total amount of the EMD and the security deposit, the forfeited amount would be restricted to the value of Equipments involved.
- The supplier will be blacklisted for three years and be debarred from participation in any tender process of WBAIC Ltd. during that period.
The supplier would be given an opportunity of being heard in this regard. The matter would be considered by the appropriate authority and it shall make a recommendation in this regard. The recommendation of the appropriate authority shall be considered by the Tender Accepting Authority or the State Government as may be specified.

12. Concerned supplier/contractor will be held responsible if a Consumer Forum or any other Law enforcing agency imposes any penalty on the appropriate authority, due to any dispute with regard to quality of items supplied. Monetary penalty, if imposed, by the competent authority/agencies along with all other litigation expenses shall have to be borne by the supplier concerned.

13. Any dispute, question, difference or interpretation arising out of or in connection with the terms & conditions of this tender if not settled/ resolved amicably, shall be referred to a sole arbitrator as per extant Government orders.

14. When any dispute occurs and when any dispute is under arbitration, except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations as per the agreement based on terms & conditions of the tender.

15. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.

16. The supplier shall ensure that equipment meant for supply at the site is dispatched at one time, in total, inclusive of all equipments. Part shipment shall not be accepted. Demurrage/mortgage arising on account of part shipment shall be the exclusive liability of the suppliers only.

17. INSURANCE AND COMPENSATION:

- a. The Supplier will arrange for Transit Insurance and material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non-Delivery Risk (RRTPND).
- b. The Supplier has to fulfill all the provisions mandatory or obligatory under Workmen Compensation Act., Payment of Minimum Wages Act., Employee State Insurance Schemes or any other labour laws with regard to the welfare of the workers engaged by the supplier, for the purpose of fulfillment of contract under this tender. Any award, compensation for injury or death of any worker/employee or other person, penalty etc. shall be the responsibility of the supplier. However, if the Corporation is required to make payments on these accounts, the same shall be recovered from the suppliers.

18. REASONABILITY OF RATES:

Applicant shall have to offer his lowest rates for the offered item and it should be strictly in accordance with the clause mentioned below: (i) The price charged for Items under this contract by the Applicant shall in no event exceed the lowest price at which the identical items is supplied to any other person /organization/ government department/Govt. Corporation/or any Govt. body in West Bengal, during the period till completion of all orders issued during the currency of contract is completed. (ii) If at any time during the said period the Supplier reduces the sale price of such offered items or sells such items to any other person/ organization at a price lower than the price chargeable under the contract, the Supplier shall forthwith notify such reduction in the rate to the Corporation. The price paid under the contract after such reduction in sale price, shall stand correspondingly reduced. The Corporation shall be entitled to recover such excess amount.

19. Defaults

If the Tenderer fails to make delivery within the time specified or any granted extension period, Tender Inviting Authority may by written notice to the Tenderer, terminate the right of the Tenderer to proceed with any or all the remaining part of the contract. Such breach on the part of the Tenderer will result in the forfeiture of Tenderer's security deposit and in addition, the Tender Inviting Authority reserves the right to execute the work from other sources and also to recover any excess cost so involved from the Tenderer. Besides he shall be debarred from participating in the future tenders of this Corporation for the next three financial years.



Project Manager
W.B. Agro Industries Corporation Ltd.

SECTION - B
FORM - I
PRE-QUALIFICATION APPLICATION

To
The Tender Inviting Authority,
West Bengal Agro Industries Corporation Ltd.
23B, Netaji Subhas Road, 3rd Floor,
Kolkata-700 001

Ref: Tender for

(Name of work)

NIeT No. AIC/PD/PM/NIeT-13/21-22 of the
West Bengal Agro Industries Corporation Ltd. Kolkata

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of
..... in the
capacity duly
authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- i)** Tender Inviting Authority can amend the scope & value of the contract bid under this project.
- ii)** Tender Inviting Authority reserves the right to reject any application without assigning any reason.

Enclosure(s): e-Filing:-

- i)** Statutory Documents.
- ii)** Non Statutory Documents.

Date:

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

SECTION - B
AFFIDAVIT - "Y"

(To be furnished in Non - Judicial Stamp paper of appropriate value duly notarized)

- i)** I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
- ii)** The under-signed also hereby certifies that neither our firm M/s nor any of constituent partner had been Barred/Delisted/Blacklisted to participate in tender by the Govt./Undertakings during the last 5 (five) years prior to the date of this N.I.T.
- iii)** The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Corporation to verify this statement.
- iv)** The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Corporation.
- v)** Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

.....
Signed by an authorized officer of the firm.

.....
Title of the officer

.....
Name of the Firm with Seal

Date:

SECTION - B
FORM - II
ORGANISATION STRUCTURE

1. Name of the Applicant :
2. Nationality :
3. Office Address :
4. Telephone No. :
- i. Fax No. :
- ii. Mobile No. :
- iii. Website :
- iv. E-mail Address :
5. PAN No. :
6. Constitution :
- Individual ☐
- Sole Proprietorship Concern ☐
- Partnership Firm ☐
- Public Ltd. Company ☐
- Private Ltd. Company ☐
6. Name of the person :
- Power of Attorney :
7. Name of the Bankers:.....
- With full address :

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

SECTION - B
FORM - III
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s/Sri having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt./M/s for participating tender in WBAIC LTD.

(Signature)
For the Bank