



West Bengal Agro Industries Corporation Ltd.  
(A Govt. Undertaking)  
Registered Office: 23B, Netaji Subhas Road, 3<sup>rd</sup> Floor,  
Kolkata - 700001

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Ref. No.: AIC/PM/Project/NleT-04/18-19/360

Dated: 21/06/2018

## NOTICE INVITING e-TENDER

Notice Inviting e-Tender No.: AIC/PM/Project/NleT-04/18-19/360 of the Project Manager,  
West Bengal Agro Industries Corporation Ltd., Kolkata

### 1. INVITATION

The Project Manager, West Bengal Agro Industries Corporation Ltd., Kolkata invites Item Rate e-Tender (in two bids system) for Supply, Installation & Commissioning of Paddy Cleaner from the eligible and resourceful Manufacturers having sufficient credential and financial capability for the supply of materials mentioned below:-

#### Statement of Supply:

Gr. No.	Description of Items	Qty.	Place of Delivery	Token Earnest Money	Tender Cost	Period of Completion of work	Eligibility of Contractor
01.	<b>Paddy Cleaner Machine with related accessories</b> (2-2.5 Tons/Hr. Based on Paddy and 05 Tons/Hr. Based on Wheat at 12% moisture content and 20% impurities.)	200 units	Any destination in any block of West Bengal	Rs. 40,00,000/-	Rs. 25,000/- + GST @ 18%	180 Days	Bonafide Manufacturers with necessary credential.

In the event of e-filing, intending bidder may download the tender documents from the website <https://wbtenders.gov.in/nicgep/app> directly with the help of Digital Signature Certificate. Scanned copy of Earnest Money is to be submitted in the shape of Demand Draft on any scheduled Indian Bank which is approved by the Reserve Bank of India and drawn in favour of "**West Bengal Agro Industries Corporation Limited**" payable at "**Kolkata**" should be documented through e-filing.

The requisite tender cost must be submitted in cash or in form of Demand Draft on any scheduled Indian Bank which is approved by the Reserve Bank of India and drawn in favour of "**West Bengal Agro Industries Corporation Limited**" payable at "**Kolkata**" to the Project Manager and the receipt of same shall be uploaded.

The Original drafts of Earnest Money Deposit (EMD) should be submitted physically to The Project Manager, West Bengal Agro Industries Corporation Ltd. Kolkata under sealed cover on the scheduled date and time, failing which the tender will be treated as informal.

Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in/nicgep/app> as per scheduled date & time. The documents submitted by the bidders should be properly indexed & self-attested with seal.

Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Date and Time Schedule as stated below.

The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the “Tender Committee” of the West Bengal Agro Industries Corporation Limited. **The decision of the “Tender Committee” will be final and binding on all concerned and no challenge against such decision will be entertained.**

The list of Qualified Bidders will be displayed in the website on the schedule date and time.

**Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	21.06.2018 after 02:00 PM
02.	Documents download start date (Online)	21.06.2018 after 02:00 PM
03.	Documents download end date (Online)	12.07.2018 upto 04:00 PM
04.	Bid submission start date (Online)	21.06.2018 after 03:00 PM
05.	Last Date of submission of hard copies for EMD (Offline)	13.07.2018 upto 02:00 PM
06.	Bid Submission end date (Online)	12.07.2018 upto 04:00 PM
07.	Bid opening date for Technical Bid (Online)	16.07.2018 at 12:30 PM
08.	Date of uploading list for Technically Qualified Bidder (Online)	TO BE NOTIFIED LATER
09.	Date of uploading the final list of Technically Qualified Bidder (Online) after disposal of appeals, if any.	TO BE NOTIFIED LATER
10.	Bid opening date for Financial Bid (Online)	TO BE NOTIFIED LATER

**2. Eligibility criteria for participation in the tender:**

Bonafide Manufacturers having credential during the last 03 (Three) consecutive financial years from the date of issue of this Notice at least one supply order of similar nature under authority of State/Central Government, State/Central Government undertaking/Statutory Bodies Constituted under the Statute of the Central/State Government at least in the magnitude of **50 (Fifty) lakhs**. The tenderer must submit a copy of single supply payment certificate or work completion certificate/satisfactory performance certificate along with the respective order copy, as the case may be, from competent authority **for supply of Grain/Seed Cleaning Machines/Unit** in any financial year during the last three financial years in this respect.

- 2.01 The scope of work involves
  - 1) The supply, installation & commissioning of machines with related accessories;
  - 2) Testing of equipments;
  - 3) Any other work required for equipments making functional except the installation shed / room and electric supply point up to the satisfaction as per requirement of WBAICL.
- 2.02 The responding bidder shall have adequate capacity to execute Supply Orders in stipulated time.
- 2.03 Only tenderers, who are established manufacturers for supply of seed processing machinery and related equipment, as given in the tender notice, are eligible. For this purpose, tenderers are required to indicate the country of origin of the goods in their tender.
- 2.04 Manufacturer should have **at least 15 years of experience** for supply Installation, Commissioning on turnkey basis of similar equipment.
- 2.05 The supplier should have **Marketing Network** to effect delivery target to district level all over West Bengal within prescribed limit.
- 2.06 Copy of the **audited Annual Report (only P & L A/c portion) along with Income Tax Returns for last 03 consecutive financial years** to substantiate financial capabilities should be produced. The manufacturer should have Annual Turn-over of **Rs. 30 (Thirty) Core** in each of last 03 consecutive financial years from the business of manufacturing/supply and installation of seed processing plant/seed grading only. (Certificate from the Chartered Accountants certifying turn over should be enclosed)
- 2.07 An applicant should have own facilities for fabrication of required machineries and structures not to trade these items from other vendors. (Self-certified photocopy of valid license of manufacturing issued by District Industry Centre /any Govt. authority should be submitted)

- 2.08 Location of the **Production unit and quantity produced during the last three (03) years** should be furnished by the Supplier.
- 2.09 The financial soundness shall be judged on the basis of the **solvency certificate** issued by the Bank on the format prescribed in **Annexure-I Section-B**. The banker's certificate in this respect issued before 01.01.2018 will not be considered.
- 2.10 PAN Card, GST Registration Certificate, P. Tax Deposit Challan for the year 2018-2019, Trade Licence.
- 2.11 The applicant firm should have **ISO -9001:2008** certifications. (Certificate of the same should be enclosed along with the tender.)
- 2.12 **CE certified** product is preferred. (Certificate of the same should be enclosed along with the tender.)
- 2.13 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/they is/are not barred/delisted/blacklisted by Govt./ Undertaking (Govt.) 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.)
- 2.14 The bidder should submit notarized certificate regarding their EMD has never been forfeited by Centre/State Government department.
- 2.15 Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted.
- 2.16 The company shall furnish the Article of Association and Memorandum wherever applicable.
- 2.17 The Manufacturer must submit the following documents alongwith the tender :
- i. Valid Manufacturing Licence
- 2.18 A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm.
- 2.19 Payment shall be released on receipt of payment by the Corporation from the Ordering Authority.
- 2.20 Concerned Statutory deductions, if any, will be deducted from the Supplier's bill.
- 2.21 No mobilisation advance and secured advance will be allowed.

## **TECHNICAL SPECIFICATION OF PADDY CLEANER**

1. Capacity: 2-2.5 Tons/Hr. Based on Paddy and 05 Tons/Hr. Based on Wheat at 12% moisture content and 20% impurities
2. Construction: Made of Steel with Structural Frame Work, Compact and Sturdy designed for efficient cleaning.
3. Power: Not more than 4 HP motor for blower and 1.5 HP motor for screen deck and nylon brush drive, 440 V.
4. Motor Make: Crompton/Siemens/ABB/General Electric (GE)/Marathon
5. Cleaning of various crops such as wheat, paddy, bajra, maize, sunflower, Soyabean, gram, pulses, vegetable seeds, oilseeds, fodder crop seeds etc.
6. Screening Area: Not less than 4.4 m<sup>2</sup>.
7. Overall size and approximate weight is to be mentioned by Bidder in Technical Bid.
8. No. of Screen: 02 Flat Oscillating Screen, Perforation Cleaning of Screen with Nylon Brush, Single Aspiration, Variable Shoe Shake, Variable Angle for Top Screen.
9. Regulated feed hopper with roller, dynamically balanced fan air chamber screen deck and spouts are self-cleaning type, cyclone dust collector.
10. Completed with electric motors, starter, switch and fitted with one set of screens, 1 no. extra set of screen, 03 air pipe, suitable feeding arrangement, pit cover, seed diverting chute, toolkit and all other standard features.
11. One year warranty with prompt post installation maintenance service and training for operating the machine.
12. Operation & Instruction Manual.
13. **Mandatory Accessories:**
  - a) **Additional Screen Set for Paddy Cleaner Machine:** 0.8mm CRC Perforated Sheet comprising of 1 Top & 1 Bottom Screen.
  - b) **Heavy Duty Portable Bag Closing Machine :**
    - i. Capacity : 300-350 Bags per hour.
    - ii. Single thread, chain stitching, oscillating looper with automatic lubricating system, micro switch finger touch start, automatic thread cutting mechanism. Complete with electric motor of 1/10 HP, 12 feet long flexible wire, 3 Pin plug, 2 No. Needles, 1 No. loopier, 01 No. Allen Keys, 01 No. Spanner, Oil Can, Screw Driver, Thread stand and thread cone with Suspension Unit for Bag Closing Machine.

## **GENERAL TERMS AND CONDITIONS**

### **1. Earnest Money**

#### **i. Exemption from earnest money deposit:-**

Necessary specified exemption from deposit of Earnest Money will be allowed SSI Units located in any District of West Bengal as per prevailing rules and conditions subject to producing documentary evidence of proof for such exemption from depositing Earnest Money.

#### **ii. Refund of Earnest Money deposit:-**

The Earnest Money of all the unsuccessful tenderers will be refunded by the Project Manager within 30 days from the date of finalization of the tender on receipt of application from tenderers.

In case of Successful Tenderer the Earnest Money deposit will be released after 180 days counted from the date of completion of the work. No interest on earnest money will be paid by this Corporation.

#### **iii. Forfeiture of Earnest Money Deposit:-**

Earnest Money deposit is liable for forfeiture in the event of: -

- a) Withdrawal of offers while offers are under consideration during the validity period.
- b) Non acceptance of work order.
- c) Non execution of Agreement within the stipulated time, after receiving the work order.
- d) Any unilateral revision made by the Tenderer during the validity period of the offer.

### **2. Execution of agreement :**

A Deed of Contract shall have to be executed against each Work Order within seven days from such work order on Non-Judicial Stamp Paper of Rs. 20/- (Rupees Twenty) only.

### **3. 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 (10%) will be admissible for refund after six months from the date of satisfactory completion of the successful supply, installation & commissioning. Any defect arising during this period the supplier has to replace the same at his own cost.

### **4. Security Deposit:**

Retention money towards performance Security amounting to 10% (ten per cent) of the value of the work shall be deducted from the bill of the tenderer. No interest will be paid on Security Deposit.

### **5. RESPONSIVE TENDERER:**

Tender fulfilling all conditions and criteria set forth and qualifying in Technical Bid as well as making submission of Financial Bid in stipulated manners shall be considered responsive.

### **6. 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 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 any destination of any Block of any district in West Bengal plus GST 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, installation & commissioning as per order. The intending bidders are required to quote and submit the Rates (on delivery up to any destination of any Block of any district in West Bengal) on-line only. No off-line Tender will be entertained.

**7. Rate validity**

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

**8. Evaluation of Tenders for qualifying in Technical Bid**

All Tenders will be evaluated and compared on the basis of non-statutory & statutory documents.

**9. Evaluation of Tenders for qualifying in Financial Bid**

Evaluation will be done on the basis of qualified technical bids and rate/price quoted in BOQ for each item.

**10. Completion Period of Job:**

The supplier shall undertake to complete the Job which includes the supply; installation and commissioning of equipment / Entire equipment at sites **within 180 days** from the date on placing purchase order. However, the Job may be completed early also for which no extra benefit or relaxation in payment terms shall be allowed to the supplier/ suppliers. The date of receipt of Equipments as specified in the prescribed receipt i.e. G.R. note and certificate of commissioning the Equipment/Entire equipment issued by the consignee shall be final for the purpose of calculating delivery period.

**11. Inspection & Testing:**

Before installation at site inspection & testing will be done by the Corporation/Representative of Indenting Authority.

**12. Testing for Quality**

In Case of any dispute of quality, the Corporation will get the material tested in order to ascertain the quality by testing through NABL/BIS accredited labs/, the testing charges incurred for the same shall be recovered from the bills of supplier. In case of compliant regarding performance of machine, the Project Manager of the Corporation may form a Committee to examine the performance.

**13. Changes in Specifications**

The Corporation/Indenting Authority should 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 specification.

**14. Spare Parts**

The list of spare parts with cost of individual item required for the equipment should be submitted separately along with the offer. It should include such quantity of operational spare parts as is required for smooth running of the equipment for **12 months** from the date of commissioning.

**15. Deviation in Specification**

Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfil the requirement of WBAICL with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement.

**16. Printing Language:**

The tenderers should enclose with their offers descriptive catalogues, leaflets and engineering drawings supplementing the description and point out any special features/advantages of their equipment quoted. All the literatures, leaflets engineering drawings etc. should be in English/Bengali or accompanied by English/Bengali translation in case the language is other than English/Bengali. This should be adhered to, strictly to enable objective evaluation of offers. Documents submitted other than English/Bengali/Hindi language must be translated in English and should be notarised.

**17. 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.

**18. Default & Risk purchase:**

- a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of Project Manager, to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages, which the Corporation/Indenting Authority may be put to incur or sustain by reason of, or in connection with supplier's default.
- b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Indenting Authority terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

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

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

**20. Purchaser's Right to accept any bid and/or to reject any or all bids:**

The Purchaser / Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

**21. Splitting Of Orders :**

The Purchaser/Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

**22. Repeat Order :**

The validity of the tender shall be extended to a period of 01 (One) year from the date of placing initial order and it shall be opened to the Purchaser/Corporation to place repeat order with the supplier on the same rates and same terms and conditions.

23. All materials shall be of specified grade and quality and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes.
24. Bid shall remain valid for a period not less than 90 (ninety) days from the last date of submission of Financial Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
25. Materials shall be warranted for a period of minimum 12 months from the date of supply, installation & commissioning 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 deem fit. The supplier may quote his rate considering the above aspect.
26. The Scope of work includes repairing/replacement of components to make the system functional within warranty period whenever a complaint is lodged by the user. The supplier shall attend the same within a reasonable period of time and in any case of breakdown shall be corrected within a period not exceeding 15 days.
27. Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above for 06 (Six) months from the date of completion of the supply.
28. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Corporation. The Project Manager, W.B. Agro Industries Corporation Ltd. Kolkata reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
29. Refund of EMD: The Earnest Money of all the unsuccessful tenderers will be refunded by the Project Manager within 30 days from the date of finalization of the tender on receipt of application from tenderers.
30. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' stated in Section - 'A' before tendering the bids.
31. Conditional / Incomplete tender will not be accepted under any circumstances.
32. The intending tenderers are required to quote the rate online.
33. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
34. The Project Manager, W.B. Agro Industries Corporation Ltd. Kolkata reserves the right to cancel the NlET due to unavoidable circumstances and no claim in this respect will be entertained.
35. If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Committee within 2 (two) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
36. Before issuance of the work order, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case supply order will not be issued in favour of the said Tenderer under any circumstances.
37. **Force Majeure**  
The Tenderer shall not be charged for the liquidated damages when his failure in executing the work within the scheduled period is due to any event beyond the control of the Tenderer, which could not have been foreseen, prevented or avoided.



### **38. Qualification criteria:**

The tender inviting and Accepting Authority through a "Tender Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- i.** Financial Capacity
- ii.** Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (i) & (ii) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice.

**39.** Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.

**40.** No price preference and other concession will be allowed.

### **41. Time extension against the Force Majeure**

Time extension may be granted against force majeure on submission of a written prayer/application to the Tender inviting authority.

- i.** In respect of any consignment declared "Sub-standard" / "Not according to specification" no payment will be made to the suppliers and penal action will be taken as below. However, the concerned supplier may take back the rejected consignment at their own cost. The same would apply in respect of consignment/s which has/have been rejected by the consignee due to short in weight, inferior quality or any other reasonable cause. In case the stock was kept in the store owned by the Government a sum of Rs. 50,000/- (Rupees Fifty Thousand only) will be charged as penalty per day in case of non-lifting within ten days of communication of rejection by the concerned Charge Officer, WBAIC Ltd. The manufacturer must have to replace the Sub Standard / not as per specification stock immediately after intimation for timely execution of the supply order.
- ii.** In case of failure to effect supply of the ordered quantity within the stipulated date, supply order will be deemed cancelled and penal action will be taken as below. Whereas, this situation mentioned if arises, then apart from the action mentioned herein, the WBAIC Ltd. also reserve the right to take necessary steps as per existing Govt. norms in order to ensure supply of valued order timely.

### **42. Penalties for Non-Compliances, Violations 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 the 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 tender recommending authority and it shall make a recommendation in this regard. The recommendation of the tender recommending authority shall be considered by the tender accepting authority or the State Government as may be specified.

**43.** Concerned supplier will be held responsible if a Consumer Forum or any other Law enforcing agency impose any penalty on the Project Manager, WBAIC Ltd. due to any dispute with regard to quality of items supplied. Penalty in terms of monetary, if imposed by the competent authority / agencies along with all other litigation expenses shall have to be borne by the supplier concerned.

44. Any disputes, questions or difference or any interpretations arising out of or in connection with the terms & conditions of this tender if not settled/ resolved amicably, then they shall be referred to a sole arbitrator who shall be appointed by the Project Manager of the "Corporation", herein after referred as WBAIC Ltd., in accordance and subject to provision of the Arbitration and Conciliation Act, 1996 or any other enactment or statutory modification thereof for the time being in force. The place of Arbitration shall be Kolkata and the language of arbitration shall be English. The award of the arbitrator shall be binding on both the parties.

45. 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.

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

**47. NEGOTIATIONS:**

It is clarified that normally, no rate negotiation will be done and therefore the Applicant should quote their lowest prices only. However the Project Manager of the Corporation may decides to negotiate the rates in exigencies required to do so.

**48. 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.

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Project Manager

W.B. Agro Industries Corporation Ltd. Kolkata

21.6.18

**Ref. No.:** AIC/PM/Project/NleT-04/18-19/360

**Dated:** 21/06/2018

Copy forwarded for information to:-

1. The Managing Director,  
West Bengal Agro Industries Corporation Ltd.,  
23-B Netaji Subhas Road, 3<sup>rd</sup> Floor,  
Kolkata - 700001.

# **INSTRUCTION TO BIDDERS**

## **General guidance for e-Tendering:**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Suppliers to participate in e-Tendering.

### **1. Registration of Contractor:**

Any Supplier 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 Supplier is to click on the link for e-Tendering site as given on the web portal.

### **2. Digital Signature certificate (DSC):**

Each Supplier is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

### **3. Collection of Bid Documents:**

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website as mentioned using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

### **4. Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

### **5. Submission of Tenders:**

Tenders are to be submitted through online to the website as stated in two folders at a time for each work, one in Technical Bid & the other is Financial Bid 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).

- a) If the Tender is made by an individual it shall be signed by the individual in his full name and current address over rubber stamp.
- b) If the Tender is made by a proprietary firm, it shall be signed by the proprietor in his full name of his firm with its current address over rubber stamp. If the Quotation is made by a firm in partnership, it shall be signed by all the partners of the firm in their full names and current addresses or by a partner holding the power of attorney for the firm for signing the Tender in which case a certified copy of the power of attorney /partnership deed shall accompany the Tender, all over the corresponding rubber stamp.
- c) If the Tender is made by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the Quotation in which case a certified copy of power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- d) All witness and sureties shall be person of status and probity and their full name, occupations, addresses shall be stated below their signatures.
- e) Cancellation of any document such as power of attorney, partnership deed etc. should be communicated forthwith by the Tenderer in writing failing which this department shall have no responsibility or liability for any action on the strength of the said document.
- f) All signatures in the Tender documents shall be dated.

## 1. Technical Proposal:

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

- a. Statutory Cover Containing the following documents:
  - i) The NIT with all agenda & corrigendum/addendum (download & upload the same Digitally Signed)
  - ii) Prequalification Application (Section B, Form – I).
  - iii) Affidavit-Y (Section B).
  - iv) Structure and Organization (Section B, Form- II)
  - v) Scanned Copy of Earnest Money (EMD) as prescribed in the NIT in favour of “**West Bengal Agro Industries Corporation Limited**”.
  - vi) Bank Solvency Certificate as per Section B, Annexure – I.
- b. Non-statutory Cover Containing the following documents:
  - i) Professional Tax (P. Tax) deposit receipt challan for the financial year 2018-19.
  - ii) PAN Card, GST Registration Certificate, Valid Trade License, Valid Manufacturing License.
  - iii) Marketing Network throughout West Bengal.
  - iv) Audited Annual Report (Only P & L A/c Portion) along with IT Return for last 03 consecutive years.
  - v) Location of the Production unit and quantity produced during the last three (03) years.
  - vi) Registration Certificate under Company Act. (If any).
  - vii) Registered Deed for Partnership Firm, Article of Association & Memorandum.
  - viii) Incorporation Certificate
  - ix) Copy of the audited Annual Report (only P & L A/c portion) along with Income Tax Returns for last 03 consecutive financial years to substantiate financial capabilities should be produced. The manufacturer should have Annual Turn-over of Rs. 30 (Thirty) Core in each of last 03 consecutive financial years from the business of manufacturing/supply and installation of seed processing plant/seed grading only. (Certificate from the Chartered Accountants certifying turn over should be enclosed)
  - x) Others documents as mentioned in Clause 02.
  - xi) General Arrangement (GA) Drawing, Layout Drawing, Product Catalogue along with Bill of Materials (BOM) should be submitted in Technical Bid.

**N.B.:** Failure of submission of any of the above mentioned documents as stated in Sl. No. 5.1.a and Sl. No. 5.1.b will render the tenderer liable to be rejected for both statutory & non statutory cover.

## 2. Financial Proposal:

The financial proposal should contain the following documents:

- i) Bill of Quantities (BOQ): The Supplier is to quote the rate online in the space marked for quoting rate in the BOQ.
- ii) Detail Cost Analysis of Paddy Cleaner along with the mentioned Mandatory Accessories is to be uploaded in the Financial Bid.  
(**Note:** The Participant will be rejected in case it is uploaded in Technical Bid.)

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS  
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non- Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	GST Registration Certificate, PAN, P. Tax (Challan) (2018-19).
B.	Company Detail(s)	Company Detail(s)	Proprietorship Firm ( <i>Trade License</i> ) Partnership Firm ( <i>Partnership Deed, Trade License</i> ) Ltd. Company ( <i>Incorporation Certificate, Trade License</i> ) Society ( <i>Society Registration Copy, Trade License</i> ) Power of Attorney.
C.	Credential	Credential – 1	Similar nature of work done & completion certificate which is applicable for eligibility in this tender.
		Credential – 2	

i) Tender Committee

Tender Committee constituted by the highest body of this Corporation will function as Evaluation Committee for selection of technically qualified contractors.

ii) Opening & evaluation of tender

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

iii) Opening of Technical Proposal:

Technical proposals will be opened by the Project Manager, West Bengal Agro Industries Corporation Ltd., Kolkata and his authorized representative electronically from the website using Digital Signature Certificate (DSC). Intending tenderers may remain present if they so desire.

- a. Cover (folder) for Statutory Documents (Ref. Sl. No. 5.1.a) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. 5.1.b) will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- b. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Committee.
- c. Summary list of technically qualified tenderers will be uploaded online.
- d. Pursuant to scrutiny & decision of the Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- e. During 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 these are not produced within the stipulated time frame, their proposals will be liable for rejection

iv) Financial Proposal :

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

Financial capacity of a bidder will be judged on the basis of information furnished in Section - B. Technical team shall prefer the visit at site of manufacturer before the analysis of financial bid.

v) Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and 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.

vi) Rejection of Bid:

Tender Inviting Authority reserves the right to accept or reject any Bid and 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. Tender Inviting Authority also reserves the right to waive any minor deviation or omission.

vii) Award of Contract:

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. The accepted bidder shall submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose, may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

The notification of award will constitute the formation of the Contract. The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. After receipt of Letter of Acceptance, the successful bidder shall have to execute Agreement in duplicate in prescribed form obtainable from this office against requisite cost within time limit to be set in the letter of acceptance along with an undertaking in prescribed manner on a non-judicial stamp paper (to be purchased by the Tenderer) of Rs. 20/- failing which the Tender will be treated as cancelled and concerned earnest money deposited will be forfeited.



Project Manager 21.6.18

W.B. Agro Industries Corporation Ltd. Kolkata  
(Signature of Tender Inviting Authority)

**SECTION – B**

**FORM – I**

**PRE-QUALIFICATION APPLICATION**

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To  
The Project Manager,  
West Bengal Agro Industries Corporation Ltd.  
23B, Netaji Subhas Road, 3<sup>rd</sup> Floor,  
Kolkata-700 001

Ref: Tender for .....

(Name of work) .....

.....

**NleT No. AIC/PM/Project/NleT-04/18-19/360 of the Project Manager,  
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)

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- 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

STRUCTURE AND ORGANISATION

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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

ANNEXURE-I

**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