

# KALIYAGANJ EDIBLE OIL CLUSTER PROJECT

(Incorporated under Section 25 company under Companies Act 1956)

Corporate Identity No- U93000WB2012NPL182023 of 2012-13

Regd. Office: At Simultala More, PO: Kaliyaganj, PS: Kaliyaganj, Dist: Uttar Dinajpur, WB, PIN: 733129

Works:- Village: Mustafanagar, PO: Kaliyaganj, PS: Kaliyaganj, Dist: Uttar Dinajpur, WB, PIN: 733129

Contact No: 9434061398/7431901934, Email- keocp1213@gmail.com

NIT No.: 01/KEOCP/2022-23

Dated: 18-05-2022

## NOTICE INVITING ELECTRONIC TENDER NO.: 01/KEOCP/22-23 of Kaliyaganj Edible Oil Cluster Project

**NAME OF WORK:** - Supply, Installation, Testing & Commissioning of different plant & machinery, Tools & Tackles, etc. (as mentioned in Schedule 1) at Common Facility Centre (CFC) of Mustard Oil Cluster of Kaliyaganj Area, Uttar Dinajpur, West Bengal of **Kaliyaganj Edible Oil Cluster Project** (hereinafter termed as 'SPV') at Mustafanagar, PO- Kaliyaganj, PS- Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .

**OFFICER INVITING BIDS:** Managing Director, Kaliyaganj Edible Oil Cluster Project.

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

### 1. Scope of Work:

Bids are invited e-Tender / e-Bid for the below -mentioned work from the Manufacturers/ Suppliers/Dealer/Contracting firms from India (Submission of Bid through **online**)

Sl No	Name of the work	Earnest Money (Rs.)	Period of Completion/ Supply
1	<b>Schedule 1.</b> Supply, Installation, Testing & Commissioning of different Plant & Machinery, Tools & Tackles, Laboratory Equipments, Weigh Bridge etc. at Common Facility Centre (CFC) of Mustard Oil Cluster of Uttar Dinajpur Area, Kaliyaganj, West Bengal of <b>Kaliyaganj Edible Oil Cluster Project (SPV)</b> , at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .	@ 2% of quoted value of work	270 (Two hundred Seventy) days

### Scope of work under installation and commissioning includes the following points:-

- All civil works related to installation, i.e foundations of Solvent Extraction Plant, Haxene Tank, Boiler, Weigh Bridge, Oil Tank, and Cooling Tower are to be done by the supplier. Man power and construction materials for civil work related to installation will be supplied by the supplier.
- All electrical and mechanical work related to installation and commissioning is to be done by the supplier.
- Power Consumption bill to be borne by supplier from installation to trial run production.

- All equipments are to be handed over to the purchaser after complete installation and commissioning in all respects and trial run.
- For first filling oil, grease, lubricant etc. if required for any kind of equipments, are to be provided by the supplier.
- Suppliers are to supply all the ordered materials as per our specifications only.
- Suppliers are to provide guarantee, warranty certificates along with the operation and maintenance manuals, trouble-shooting guidance if any to the purchaser during the supply of the equipments.
- If required, training is to be provided by the supplier for any special type of equipments supplied by the supplier.
- Rates/Price should be inclusive of all necessary Taxes, Transportation, Labour Charges, etc as applicable.
- Interested bidders should be quoted values in all items & Price must be quoted inclusive of Erection & commissioning including all electrical and civil work etc. No separate/additional cost will be entertained.

## **2. Date & Time Schedule :**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading & publish of Tender Documents	18/05/2022 at 04.00 P.M.
2	Date of Document Download Starts	19/05/2022 at 05.00 P.M.
3	Date of Document Download Ends	15/06/2022 at 05.00 PM
4	Date of Pre-Bid Meeting with the intending tenderers at office of the CFC at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB.	17/06/2022 at 11.30 A.M. <u>Please see below in N.B.</u>
5	Bid Submission Start Date	20/06/2022 at 11.00 A.M.
6	Bid Submission End Date	09/07/2022 at 06.00 P.M.
7	Date of opening of Technical proposal at office of the CFC at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .	11/07/2022 at 12.00 P.M. <u>Please see below in N.B.</u>
8	Date of opening of Financial proposal at office of the CFC at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .	18/07/2022 at 04.00 P.M. or Notified later. <u>Please see below in N.B.</u>

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

### **3. ELIGIBILITY CRITERIA:**

The company intending to bid as P&M supplying company shall fulfill the following qualification criteria:

3. i) The bidder shall be an agency/ firm duly registered under Company/Society/Cooperative Society Act/Other Govt. Regulation/Proprietorship. [The bidder should possess necessary certificates like trade license etc. of commissioning of business.]
3. ii) The Bidder must have successfully supplied similar type of works earlier. Supporting documents must be attached with the Technical Bid. [Must be manufacturer/supplier of solvent extraction plant, lab equipments, weigh bridge etc.]
3. iii) The prospective bidder will submit the proposal for **Schedule-1** according to capacity.
3. iv) The bidder must not be blacklisted anywhere in India or abroad by any organization whatsoever. A certificate or undertaking to this effect must be submitted with the Technical Bid.
3. v) The bidder must have minimum 25% turnover of quoted value during last three years.

### **4. GENERAL CONDITIONS:**

- 4.1 Bidder must provide the following information along with the Technical Bid and original to be verified before awarding the contract:-
  - a) Company Registration Certificate/Registered Partnership deed along with AOA and MOA, if any.
  - b) PAN / TAN Certificate.
  - c) GST Registration Certificate.
  - d) Audited Balance sheets for the financial Years 2019-20, 2020-21 & 2021-22
  - e) Professional Tax Clearance Certificate.
  - g) Valid Trade license.
  - h) Income Tax (Saral) Acknowledgement Receipt for assessment year (2021-2022)
  - i) Credentials for successful supply of similar type of machines earlier.
  - j) Details and nature of maximum warranty period offered by the vendor.
  - k) Dealership Certificate on the offered products in case the vendor is a dealer.
  - l) Copy of ISO certificates, if any
  - m) Manufacturer's technical leaflet, catalogue, operation and maintenance manual wherever applicable, should invariably be enclosed.
  - n) Details drawings and designs of Solvent Extraction Plant complete set, Testing Laboratory and Weigh Bridge to be enclosed.
- 4.2 The documents as above will be scrutinized in order to assess the eligibility of the applicant to participate in the Tender. On being fully satisfied about the eligibility the necessary permission may be granted. However the Tender inviting authority reserves the right in this respect.

### 4.3 Financial proposal

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

A. In the event of e-Filing intending bidder may download the tender document from the website <https://cleproc.in> directly by the help of Digital Signature Certificate.

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

**4.5 A.** The total E.M.D. payable is 2 % of the Total quoted value & E.M.D should be paid along with bids. The E.M.D. should be paid by way of Bank Crossed Demand Draft/Banker's Cheque of any Nationalized Bank and drawn in favour of **Kaliyaganj Edible Oil Cluster Project**", payable at **"United Bank of India, Kaliyaganj Branch, Kaliyaganj"**. Any tender without EMD will be **DISQUALIFIED** and **REJECTED and price bid will not be** considered. Photo/Fax copies of the demand draft will not be accepted Original hard copy of EMD should be submitted before opening the technical bid.

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

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

**4.7** Each page of the tender documents i.e. Schedule, supporting documents must be signed by the Bidder with the date & seal of the firm.

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

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

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

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

- 4.12 The successful Bidders will be awarded Notification of Award and shall enter into an Agreement of Contract within 15 days of issue of Notification of Award failing of which the acceptance notice will stand cancelled & the earnest money will be forfeited.
- 4.13 All electrical work shall be carried out in accordance with provision of Indian Electricity Act, Indian Electricity rules and Regulation & Byelaws of the local Electric supply Authority.
- 4.14 The entire work shall be completed within the stipulated time from the date of issue of the work order/Agreement of Contract.
- 4.15 Decision of the Purchase Committee as constituted by the competent authority of the Directorate of MSME, Govt. of West Bengal on any matter regarding short listing of vendors shall be final
- 4.16 **THIS IS AN OPEN-BID SYSTEM. BIDDERS/VENDORS ARE PERMITTED TO ATTEND THE TECHNICAL BID/PRICE BID MEETING SUBJECT TO PRODUCTION/ SUBMISSION OF DOCUMENTS. NO SEPARATE LETTER WILL BE ISSUED IN THIS RESPECT. NO TA/DA WOULD BE ADMISSIBLE.**
- 4.17 **Failure of Order Execution:** If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfill any of the terms and conditions in any respect, the Authority reserves the right to cancel the order unilaterally and assign the order to the next eligible bidder.
- 4.18 The rate quoted in the Financial bid shall be inclusive of all taxes, expenditure on the requisite approvals/quality assurance tests/certification/freight & insurance and installation & commissioning of the machinery.
- 4.19 Installation & commissioning of the machinery to be carried at the CFC location at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB.
- 4.20 Income Tax will be deducted from each bill of the supplier as per applicable rate and rules in force.
- 4.21 The maintenance period will be twelve months from the date of recording of completion certificate by SPV. During maintenance period any defects if found in the items, it will be the responsibility of the Manufacturer/ supplier/ dealer to rectify the same as per the requirement at his own cost at the earliest so that production is not affected.
- 4.22 The supplier/manufacturer must allow Expert Committee of Purchaser for quality inspection at any time.

## 5. Guidelines of Online Submission of Bids

### 5.1 Bidding through E-Tendering System:

- (a) The bidding under this contract is electronic bid submission through website <https://cl.eproc.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The prospective bidder can log on to this website and view the Invitation for bids and can view the details of work for which the bid is invited. The prospective bidder can submit bids on line; however the bidder is required to have enrolment /registration in the web site and should have valid Digital

Signature Certificate (DSC) in the form of smart card/e-token. [**DSC-type- Class-3, Signature & Encryption**]. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://cl.eproc.in> using the relevant option available. Then the digital signature registration has to be done with the e-token, after logging into the site. After this the bidder can login the site through secured login by entering the password of the e-token & the user id/password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

- (b) The completed bid comprising of documents, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security in case it is provided in the form of DD/Banker's Cheque.

### **5.2. Deadline for Submission of Bids**

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

### **5.3. Modification/Withdrawal/Late Bids:**

- (a) The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- (b) Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In on line system of bid submission, the modification and consequential resubmission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- (c) No bid shall be modified or withdrawn after the deadline of submission of bids.
- (d) Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity as mentioned elsewhere above or as extended pursuant to tender inviting authority's requirement may result in the forfeiture of the bid security.

## **6. Selection Process:**

The successful bidder shall be selected based on the competitive bidding process. The Technical proposal shall be evaluated first and the bidders fulfilling the technical criteria shall be eligible to compete in the Financial Bid. The bidder with lower financial quote shall be awarded the tender. However, the decision of the Purchase/Tender committee is final and binding in selection of the bidder.

**7. Payment Milestone:**

SI No	Completion of Work	Payment
1	Acceptance of Work Order	Maximum 35% of the total billing amount as advance against Bank guarantee from any Schedule Bank approved by RBI or 90% of Bank guarantee amount, whichever is less.
2	Dispatch of P&M from vendors premises & On site delivery of Plant & Machinery	35% of the total billing amount
3	Successful Installation & Testing of Plant & Machinery	@ 15 % of the total billing amount.
4	Successful Commissioning of Plant & Machinery	Remaining @ 15 % of the total billing Amount after clearance from purchase committee/ competent authority.

**Managing Director,**  
**Kaliyaganj Edible Oil Cluster Project**  
Mustafanagar, PO & PS: Kaliyaganj,  
Dist: Uttar Dinajpur, Pin: 733129

## **INSTRUCTIONS TO TENDERERS**

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

The earnest money deposit will be refunded to the unsuccessful tenderer/bidders without any interest within 30 (thirty) days after awarding the contract.

**2. Return of EMD to successful Bidder:**

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

The E.M.D. shall be forfeited

- (a) If the Bidder withdraws the Tender during the validity period of Tender.
- (b) In the case of a successful Bidder, if he/she fails to sign the Agreement for whatever the reason.

**3. Bid Opening and Evaluation**

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

**4. Process to be Confidential**

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



## **5. Evaluation and Comparison of Price Bids:**

The competent authority will evaluate and compare the price bids of all the qualified Bidders.

Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

Specification & other parameter may be negotiable for maximum output of production/services as well as better performance of the supplied machinery/equipments.

## **6. Security Deposit:**

The successful bidder of the contract will have to deposit a security amount @ 5 % of the tender value rounded off to next hundred through the account payee demand draft/ Bank Guarantee of any schedule Banks approved by RBI in an acceptable form drawn in favour of the “**Kaliyaganj Edible Oil Cluster Project**”, payable at “**United Bank of India, Kaliyaganj Branch, Kaliyaganj**” before the day of allotment. In case of his EMD is retained as part of the security deposit, balance has to be deposited as Security Deposit. If the bidder fails to submit the security deposit within fifteen working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited & other necessary action may be taken. The Bank Guarantee shall have to be valid up to end of the contract period and shall be renewed accordingly, if required. The security deposit will be refunded without interest after twelve months of receiving the machines and satisfactory commissioning of the same. Security Deposit may be exempted as per Govt. norms, if any for MSMEs.

## **7. Penalty Clause:**

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

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

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

## **AWARD OF CONTRACT**

### **1. Award Criteria:**

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

### **2. Notification of Award and Signing of Agreement**

- i. The Tenderer, whose tender has been accepted, will be notified of the award of the work prior to expiration of the Tender validity period by letter. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) will indicate the sum that the SPV will pay the Vendor/supplier in consideration of the execution, completion, and maintenance of the Works by the Vendor/supplier as prescribed by the Contract (hereinafter and in the Contract called the “Contract Amount”).
- ii. When a tender is to be accepted the concerned tenderer shall attend the office of the Managing Director on the date fixed in the Letter of acceptance. Upon intimation being given by the Director, of acceptance of his tender, the Tenderers shall make payment of the Performance Security and additional security deposit wherever needed by way of Demand Draft or Bank Guarantee obtained from a Nationalized / Scheduled Bank with a validity period of duration of Contract period plus defects liability period of 12 months and sign an agreement in the form prescribed by the SPV for the due fulfillment of the contract. Failure to attend the Managing Director’s office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the Vendor/supplier and the SPV shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the Vendor/supplier and then by the proper officer authorized to enter into contract.
- iii. The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

### **3. Corrupt or Fraudulent Practices**

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

### **4. Warranty Declaration:**

- ✓ The warranty period will be 18(eighteen) months from the date of installation, commissioning or 24(twenty four) months from the date of despatch, whichever is earlier and recording of completion certificate by Purchaser. During warranty period any defects, if found, in the items supplied / installed, it will be the responsibility of the Manufacturer/supplier/dealer to rectify the same as per the requirement at his own cost.
- ✓ Bidders must give the comprehensive warranty declaration that everything to be supplied by them hereunder shall be free from all defects and faults in materials, workmanship and shall be of the highest quality and materials of the type ordered, shall be in full conformity with the specification.
- ✓ Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction/specifications specified in the order/contract. The payments shall be made only after quality to the satisfaction of the concerned authority.

**5. Right of the Purchaser:**

The Purchaser, “Kaliyaganj Edible Oil Cluster Project,” reserves the right to suspend the Tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the concerned authorities without any obligation or liability whatsoever.

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

**6. Disputes and Jurisdiction:**

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

**LIST OF WORKS ARE TO BE ATTACHED**

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

**Application Form**

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

Date:

Place:

To

The Managing Director.

Kaliyaganj Edible Oil Cluster Project

Village- Mustafanagar, PO- Kaliyaganj,

PS- Mustafanagar, Dist- Uttar Dinajpur, WB, PIN-

733129.

Dear Sir,

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

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

I/We undertake to supply, execute the above work comprised in the Contract within 270 calendar days from the date of issuing the Letter of Intent.

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

I / We hereby understand that you are not bound to accept the lowest or any tender you may receive and work may be divided among more than one tenderer at the discretion of the competent authority.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in West Bengal or in any State due to any reason.

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

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

Name and Complete address of Tenderer

**STATEMENT OF RESPONSIVENESS**

**Name of Bidder/Firm: M/S:**

<b>Sl. No.</b>	<b>Content/Requirement</b>	<b>Remarks</b>
1.	Name & address of the Firm/Bidder: a. Legal Status  (Proprietary/Partnership/Private Limited/Limited/LLP)	
	b. Place & date of Registration	(As per GST)
	c. Principal Place of Business	
	d. Charter documents to be submitted viz: <input type="checkbox"/> MOA & AOA along with certificates of incorporation and commencement of business in case of companies / Registered Partnership Deed along with a copy latest Income Tax Return filed in case of Partnership Firm / Registration certificate, in case of proprietorship firm along with a copy of latest income tax return filed – All are to be attested by the authorized signatory.	
	e. Approved Annual Reports and Annual Financial statements for the year- 2019-20, 2020-21 & 2021-22	
	f. Copy of the GST Tax Registration and details of IT – PAN / TIN copies.	
	g. Name of the Authorized Person with Tel/email.	
	h. Is the Power of Attorney attached?	
2.	No. of Schedules bid ( <b>Advt</b> ) & <b>Schedule no</b>	
3.	Is the Bid Security (E.M.D) Paid?	
4.	Is the Declaration Form submitted?	
5.	Is the Price Schedule submitted?	
6.	Is the Bid Form Submitted?	
7.	Is the Performance Statement submitted?	
8.	Are the relevant certificates for each performance submitted? Is the Bid in English Language?	
9.	List of Clientele provided or not?	
10.	Are Technical specifications to all items along with quantities for the supply of Schedule works, mentioned in the NIT provided or not?	
11.	Financial capability of the bidder as per tender condition.	
12.	Data supporting the financial and technical to perform the contract.	
13.	Any other information relevant to the tendered works	

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



**Annexure-C**

Information on litigation history in which Tenderer is the Petitioner.

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

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

**ARTICLES OF AGREEMENT**

**PURCHASER:** Kaliyaganj Edible Oil Cluster Project, Village- Mustafanagar, PO- Kaliyaganj, PS- Kaliyaganj, Dist- Uttar Dinajpur, WB, PIN- 733129

**PROJECT:** Supply, Installation, Testing & Commissioning of different Plant & Machinery (as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Uttar Dinajpur Area, Kaliyaganj, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .

**TITLE OF CONTRACT:** Supply, Installation, Testing & Commissioning of different plant & machinery .....(as per Schedule-1) at Common Facility Centre (CFC) of Mustard Oil Cluster of Kaliyaganj Area, Uttar Dinajpur, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB .

This agreement, made on the day .....of 2020 BETWEEN **Kaliyaganj Edible Oil Cluster Project**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, WB (hereinafter called the “Purchaser” which term shall unless excluded by and repugnant to the context hereof include its executors, administrators, successors and permitted assigns) being the **ONE PART** and M/s -----

----- having  
Registered Office at-----

-----and its local office at -----  
----- (hereinafter referred to as the “SUPPLIER/

CONTRACTOR” which term shall unless excluded by and repugnant to the context shall mean and include its executors, administrators, successors and permitted assigns and heirs) being the **OTHER PART**.

WHEREAS The Purchaser is desirous that certain WORK should be EXECUTED, viz. the “Supply, Installation, Testing & Commissioning of different plant & machinery .....(as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Kaliyaganj Area, Uttar Dinajpur , West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB” in connection with the proposed work and has accepted a tender by the SUPPLIER/CONTRACTOR for the supply/execute and completion of such work, maintenance of such work till handing over to the Purchaser (and/or till the end of the defect liability period)

AND WHEREAS the Purchaser by a Letter of Intent bearing no. -----  
----- dated ----- advised the Supplier/Contractor of its intention to award Supply, Installation, Testing & Commissioning of different plant & machinery .....(as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Kaliyaganj Area, Uttar Dinajpur, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, WB for a sum of Rs.-----  
----- (Rupees -----

----- ) only or such other sum or sums as may be determined in accordance with the CONTRACT.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

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

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

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

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

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

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

- 1.
- 2.

- 1.
- 2.

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

1. We \_\_\_\_\_ (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ (name and address) (hereinafter called the Contractor) do hereby undertake to pay \_\_\_\_\_ (hereinafter called the Purchaser) an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only for any breach in successful completion of Supply, Installation, Testing & Commissioning of different plant & machinery (as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Uttar Dinajpur Area, Kaliyaganj, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB as per the agreement to be executed between the Purchaser and the Contractor.

2. We \_\_\_\_\_ (indicate name of Bank) do hereby undertake to pay the amount payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would do caused to or suffered by the Purchaser by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said agreement relating to Supply, Installation, Testing & Commissioning of different plant & machinery (as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Uttar Dinajpur Area, Kaliyaganj, Pin: 733129, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB for any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only).

3. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute(s) raised by the Supplier(s)/Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be as valid discharge of our liability for payment there under the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser only relating to the work of Supply, Installation, Testing & Commissioning of different plant & machinery (as per Schedule-1) at common facility centre (CFC) of Mustard Oil Cluster of Uttar Dinajpur Area, Kaliyaganj, West Bengal of **Kaliyaganj Edible Oil Cluster Project (SPV)**, at - Mustafanagar, PO- Kaliyaganj, PS-Kaliyaganj, Dist- Uttar Dinajpur, Pin: 733129, WB tender/offer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged. Unless a

demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (indicate name of the Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by \_\_\_\_\_ the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

7. We \_\_\_\_\_ (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

8. This bank guarantee will remain valid for a period of 12 (twelve) months, including 1 month of claim period, if arising out of any conditions mentioned herewith in this document.

Signed, Sealed & Delivered For  
& on behalf of Bank by .....  
(Signature) .....  
(Name) .....  
(Designation) .....  
(Code Number) .....  
(Address) .....

Notes- The Bank guarantee should have contain the name, designation & code number of the officer(s) signing guarantee.

The address, telephone number & other details of the Head office of the bank as well as issuing branch should be mentioned on the covering letter of issuing branch.