



**BIDHAN CHANDRA KRISHI VISWAVIDYALAYA**  
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Department of Post Harvest Engineering

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**E-TENDER FOR SUPPLY, ERECTION & COMMISSIONING OF PROCESSING  
UNIT OF PULSE MILL**

No. FAE/ PHE/ 12093/ 68/ 2023

Dated: 21/5/2024

**(Two Bid System)**

**Earnest Money Deposit: Rs. 50,000/- (Rupees Fifty Thousand only)**

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date & Document Download Start Date	30.8.24	10.00 AM
2.	Pre-Bid Meeting	2.9.24	11.00 AM
5.	Bid Submission End Date & Document Download End date	24.9.24	10.00 AM
6.	Technical Bid Opening Date	27.9.24	11.00 AM
7.	Financial Bid Opening Date (subject to finalization of technical bid, financial bid will be opened on same date or another working date)	30.9.24	3.00 PM

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## TENDER NOTICE

No. FAE/ PHE/ 12093/ 68/ 2024

Dated: 21.05.2024

### **E-TENDER FOR SUPPLY, ERECTION & COMMISSIONING OF PROCESSING UNIT OF PULSE MILL**

Bidhan Chandra Krishi Viswavidyalaya (BCKV) invites single stage two envelopes unconditional Bids from the eligible interested Registered Companies/ Manufacturer/Firms/Authorized Dealers or any other legal entity in India who may be Registered Companies/ Manufacturer/Firms/Authorized Dealers from within and outside the state of West Bengal for supply, erection & commissioning of processing unit of pulse mill


#### **1. TENDER SCHEDULE:**

Name of the Component	Bid document download start Date and end date	Pre-bid Meeting at Regd. Office	Last date for submission of Bids	Opening of Bids at Regd. Office
Supply, erection & Commissioning of processing unit of pulse mill	30.8.24 and 24.9.24	2.9.24	24.9.24	(i) Technical Bid: <del>27/9/24</del> (Online and physical mode) And (ii) Financial Bid: <del>30/9/24</del>

- The tender/bid shall only be submitted through online tendering system of <https://www.wbtenders.gov.in/> and further details may be obtained from <https://www.bckv.edu.in/index.php/en/tenders-en>.
- If the dates mentioned above are declared as holidays, the Tenders will be received and opened on the next working day.
- Tender Form and Terms & Conditions (not transferable) can be downloaded from the website <https://www.bckv.edu.in/index.php/en/tenders-en>.
- The Manufacturer/Firm/Dealers need to submit all the necessary documents and credentials along with submission.
- The Earnest Money Deposit amount Rs. **50,000/-** (Rupees Fifty Thousand only) in the form of Demand Draft/Bankers' Cheque in favour of Bidhan Chandra Krishi Viswavidyalaya payable at SBI, Kalyani is required and payment made particulars should be enclosed as scanned copy along with submission of Technical Bid in e-portal.
- The Manufacturer/Firm/Dealers who are blacklisted by the Government/ State Agency/any institution are not entitled to file/ participate in the tenders.
- Minors/ insane are not eligible to participate.

9. No physical/off-line Bid shall be accepted.
10. Purchase preference will be given to Government Organization/Govt. Undertakings/Coop. Societies, etc., who have continuously involved in this business for at least three years and subject to the satisfactory performance and capacity which is at the discretion of BCKV.
11. The bidders shall not directly or indirectly concerned or in any way deal with the officers or other persons employed by or under the authority of the BCKV in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the BCKV, money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.

The BCKV/ Principal Investigator reserves the rights to reject/accept any/all tenders or cancel the tender with or without assigning any reason.

  
(Prof. Souti Mukherjee)  
Principal Investigator

## INTRODUCTION AND SCOPE OF WORK

### TECHNICAL SPECIFICATION

#### Pulse Milling Machine

Sl. No.	Name of the item	Remarks	Qty.
1	<p>Pulse Milling Machine</p> <p>i) Cleaning and separator Blower to supply air. Cyclone to collect the dust at the end of the blower pipe or outlet of the separation machine</p> <p>ii) Grader To separate others materials like Mustard, sesame mud etc. Air bag to collect dust (1-1.5 TPH)</p> <p>iii) Polisher (emery roller) Cracking the husk, removal of husk, polishing the surface of dal. Capacity: 1TPH Shaft 66 inch with 2.5 inch dia. Motor 20 Hp Roll dia. 12 inch</p> <p>iv) Chakki complete (size 18") / Burr mill Cracking the outer surface of dal like matar dal, cholar dal</p> <p>v) Pressure fan complete (with flow pipe and cyclone)</p> <p>vi) Varam machine with screw conveyer To store the dal for overnight after cracking the outer surface. Screw conveyer for conveying the dal from Reservoir. Reservoir with capacity 6 ton of dal. Total 4 number reservoir. Made of SS.</p> <p>vii) Oil application machine To apply oil on the surface of the dal to polish the dal</p> <p>viii) Dust collector with pipe To collect the dust after cracking or removing the husk (chuni, bhusi)</p> <p>ix) Color sorter with drying machine To separate the immature discoloured dal. Technical Details: Capacity TPH. 1-1.2 No of chute 3 (maximum) Chute slot size MM: 1400 Compressor: 20HP Power: 7.5 KVA Camera: Nikon Lens 50mm (Tri-Chromatic 15000 Pixel Sensor)/Ejector-1 Milli/Sec Matrix, Italy/Festo/UK Rejection in 10-12% Contamination: 20bad/1 Good In 5- 10% Cont. 15bad/1 Good (Drying Machine: Capacity- 2TPH, batch/rotary type for pulse)</p>		1

	<p>x) Centrifugal chalna with complete set (for besan) To separate the besan and oversize. Oversize the dal will grind again and system will continue by the help of conveying system. Capacity 1TPH Power 1HP</p> <p>xi) Elevator machine (16 no) To convey the materials for processing. Capacity 1TPH Power 1HP</p>		
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Principal Investigator  
Project: "Setting up of facility  
centre for Pulse Mill....."  
Dept. of Post Harvest Engineering  
Mohanpur-741252, Nadia, W.B.

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **Instructions to Bidders for Online Tendering (e-Tendering):**

1. Tender documents are available only in electronic format which bidders can download free of cost from website <https://www.bckv.edu.in/index.php/en/tenders-en>
2. Bidders mean all eligible and interested Manufactures/Firms/authorizes dealers or any other legal entity in India.
3. Technical bid required to be submitted online with required Earnest Money Deposit and documents as stipulated in Technical Bid check list- I. Financial bid should be submitted online through the website <https://www.wbtenders.gov.in/>
4. Bidders who wish to participate in online tenders may be preferred if they have legally valid Digital Signature and Encryption as per Information Technology Act, 2000, using which they can/ may sign their electronic bids.
5. No physical submission of price/financial bid will be entertained as it should be furnished on-line only. Also, no fax, email, SMS, letters or any other form of communication will be entertained for the same.
6. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.
7. Any attempt to submit financial bid through mode other than online will result in cancellation of bid and forfeiture of EMD of the bidder concerned.
8. Earnest money deposit in respect to tender may be submitted by way of DD/Bankers' Cheque payments within the specified dates, time and place as mentioned in the tender document. Scanned copy of the DD/Bankers' Cheque payments should be uploaded along with the online Technical Bid.

Demand Draft/Bankers' Cheque as; the EMD for an amount of Rs. **50,000/-** (Rupees Fifty Thousand only) for supply, erection & commissioning of processing unit Pulse mill should be drawn in favour of the Bidhan Chandra Krishi Viswavidyalaya, payable at SBI Kalyani should be submitted on or before the scheduled date.

9. The bidders shall have to enter/upload the relevant documents in the respective online "cover" as per the following order;

**(A) Technical Cover**

In the Fee Cover (in PDF format) Scanned copies of DD/Banker's Cheque challans for i) EMD in favour of the Bidhan Chandra Krishi Viswavidyalaya, payable at SBI Kalyani should be enclosed.

In the Technical document cover (in PDF format) Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.

**(B) Financial Cover (.xls format)**

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications for the supply, erection & commissioning of processing unit Pulse mill unit.

- (a) Bidder shall enter the name of the firm on BoQ only.
- (b) Bidders are requested not to edit or change any item or quantity.
- (c) Rates are to be filled only on BoQ (in .xls format) sheet only.

10. The financial bids of only those Bidders would be opened and considered who meet the criteria of eligibility and selection in the Technical Bid.

11. The final results of the e-tender process are binding on all bidders. Any requests for cancellation received after the conclusion of the online bidding shall result in the forfeiture of the EMD.

12. The BCKV reserves the right to select/reject the lowest bid or any bid or cancel the tender even at the stage of award of contract or at any stage with or without assigning any reason, if the object of the tender floated not materialized in implementation of the scheme.

13. All bidders are advised not to wait till last date and submit their tender/bid at the earliest. The BCKV shall not be responsible for any inconvenience in website and no extension in deposition of tender/bid be allowed for any bidder.



## **E-TENDER FOR SUPPLY, ERECTION & COMMISSIONING OF PROCESSING UNIT PULSE MILL**

### **ELIGIBILITY CONDITIONS**

- a. The tenderer should be an Income Tax Assesse. In support of this, attested copy of Permanent Account Number (PAN) and latest Income Tax returns are required to be submitted.
- b. Manufactures/ firms authorized dealers, should not have been blacklisted or debarred for any default by any Govt. Dept. /Organization. If any of the Member has been blacklisted, he shall be excluded from the participation in the tender. An affidavit as per Annexure-V duly attested by the Oath Commissioner/Notary is required to be submitted in support thereof.
- c. The firms shall necessarily registered with National Small Industries Corporation (NSIC) and MSME, have to enclose valid self-attested Registration Certificate(s) along with the tender to this effect. The requirement of Earnest Money will be validated as per the rules.
- d. Any sister concern(s) of the tenderer applying against the same tender, would lead to disqualification of tenderer. Sister concern means a Company, Society, partnership firm or proprietorship having one or more common person as Director/Partner/ member/owner.
- e. Unregistered partnership firm shall not be eligible.
- f. The tenderer should submit copy of registered partnership deed in case of partnership firm, registration certificate in case of firm/limited company/Cooperative Society.
- g. The tenderer should submit copy of registration certificate, trade license issued by competent authority.
- h. Satisfactory performance certificate from your clients (s) for the similar type and capacity of equipment tendered shall be enclosed.
- i. The BCKV reserves the right to relax/cancel any of the provisions contained herein above.

## TERMS AND CONDITIONS

### 1. GENERAL

- a) Tenders should be filled duly furnishing the required information as per Tender document.
- b) Tenders should be strictly in conformity with the prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed. Tenderer, who deviate from these terms and conditions, are liable to be rejected.
- c) The concerned authority will conduct a pre-bid meeting on ~~2-13~~ 2-14/2024, and any amendments required consequent on the pre-bid meeting, the same will be intimated on or after ~~2-13~~ 2-15/2024.
- d) The BCKV has the right to amend any of the tender conditions, as may be desired. If such an amendment is absolutely necessary, the same shall be communicated to the Tenderer which shall be made available on websites till before the last date of receipt of tender.
- e) Tenderer should be capable of completing the supply, erection & commissioning of the ordered items within 60 days from the date of acceptance of offer.
- f) The Registered Companies/ Manufacturer/Firms/Authorized Dealers who are blacklisted by the Government/State Agency/any firm are not entitled to file/participate in the tenders. The Tenderers have to submit an affidavit in the prescribed proforma (Annexure-V) that they are not blacklisted by the Government/ State Agency. If the blacklisted firm, etc., file tender in benami name, the same shall be stand rejected apart from forfeiture of EMD furnished.
- g) Minors/insane are not eligible to file tenders.
- h) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- i) A bidder may withdraw, substitute or modify its bid after it has been submitted in accordance with the online procedure of bid (i.e) e-procurement.
- j) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in <https://www.bckv.edu.in/index.php/en/tenders-en>.
- k) Validity of bid offer is up to 180 days.
- l) All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the BCKV. In case the arbitrator to whom the matter is originally referred is transferred or vacates

office or is unable to act for any reason whatsoever, the BCKV shall be competent to appoint another person as Arbitrator. There will be no objection that the person so appointed is or was in the employment of the BCKV/ administration of the Government of West Bengal and as an employee of the BCKV had during the course of his duties expressed views on all or any of the matter of difference or dispute. The award of such arbitration shall be final and binding on the parties to this contract. The Courts of West Bengal only will have the jurisdiction in the matter of arbitration.

m) The BCKV reserves the right to relax/cancel any of the provisions contained herein above.

## 2. EARNEST MONEY DEPOSIT & TENDER FEE

Technical bid should be accompanied with EMD amount Rs. **50,000/-** (Rupees Fifty Thousand only) by way of an Account Payee Demand Draft/Bankers' Cheque drawn on any Nationalized/ Scheduled Bank in favour of the "Bidhan Chandra Krishi Viswavidyalaya", payable at SBI Kalyani.

a) The tenders without EMD stand summarily rejected. In case of unsuccessful tenderer, the EMD will be returned after the successful tenderer executes the agreement. Earnest Money Deposit will not carry any interest.

b) The EMD may be exempted only for the Government organization/Co-operative Societies, which is satisfying the eligible criteria for implementation of the welfare activity of the Government; and the decision of extending the exemption of EMD on the discretion/decision of BCKV, on verification of their documents furnished by the bidder and exemption certificate or as per the decision of the Government of West Bengal.

c) EMD is liable to be forfeited in case the tenderer withdraws or modifies his offer after opening of the tender or after the acceptance of the offer by BCKV, or fails to enter into agreement within the specified time; and apart from the above, the tenderer will be blacklisted.

### 3. QUANTITY REQUIRED

Sl. No.	Description of materials	Remarks (if any)
1.	a. Dal process complete (pre operation b. Round chalna (grader) c. Polisher machine (emery roller) d. Chakki complete (size 18") /Burr mill e. Pressure fan complete (with flow pipe and cyclone f. Varam machine with screw conveyer g. Oil application machine h. Dust collector with pipe i. Colorsorter with Drying Machine (May be quoted separately). j. Centrifugal chalna with complete set (for besan) k. Elevator machine l. Truck load m. Excise duty & other taxes n. Transportation & installation	

a) The supply, erection / work order to the selected tenderer/ tenderers will be placed by the BCKV and accordingly, the tenderer should supply, erect and commission the Machinery as per work order at designated site (BCKV).

b) The designated authority does not guarantee any volume of quantity at any given time and the decision of the BCKV in this regard would be final and binding on the bidders and shall not be called into question by any bidder. The BCKV reserves sole discretion in the matter.

### 4. RATE OFFERED

a) The rate shall be quoted per Number/ Unit only. The tenders may quote the rate in respect of one or more or all units at their choice.

b) The rates should be submitted only in BoQ (Bill of Quantity) which is available in online bid. The tenderer(s) should quote the financial elements clearly in the BoQ viz., GST (%).

c) The rates are inclusive of packing charges, all Duties, Cess, GST and any other statutory taxes as applicable, all expenditures of loading charges at their point, transportation to BCKV, transit insurance, unloading charges, etc. at and up to the BCKV.

d) GST (in %) shall be entered by the tenderer in the prescribed column of the excel sheet.

e) The rate quoted shall be in Indian Rupee and would be in force for the entire contract period. The designated authority is not responsible for any fluctuation of prices either in Domestic Market or International Market and no request or representation for revision of rate will be entertained.

## 5. CONTRACT PERIOD

The rate contract is for up to 6 months and the BCKV reserves the right to extend the contract period to further 6 months or more (or) to reduce to any extent at the accepted rate or at the rate at which specified by the Government subject to the requirement and decision of the BCKV.

Note: The specifications in Financial Bid (BoQ) should not differ from the original tender specifications; otherwise bid may be liable to be rejected.

## 6. SUBMISSION OF TENDER

a. Tender should be submitted in two parts i.e., (i) Technical Bid and (ii) Financial Bid (Bill of Quantity).

b. The Technical bid should be superscribed as "Part-I - Technical Bid" as for supply, erection & commissioning of processing Pulse mill unit and should be addressed to the "Bidhan Chandra Krishi Viswavidyalaya (BCKV), Nadia, 741252, West Bengal" and shall have the name and address of the bidder. The Earnest Money Deposit should be placed in the technical bid cover, which is a part of the technical bid.

c. The technical bid must be submitted in the e-portal in the technical cover the following should be complied.

In the Technical document cover (in PDF format) Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.

The Bill of Quantity (BoQ) must be uploaded after entering the rate and GST (in%) in the BoQ for the Technical Specifications for supply, erection & commissioning of processing Pulse mill unit.

a) Bidder shall enter the name of the firm on BoQ only.

b) Bidders are requested not to edit or change any item or quantity.

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date & Document Download Start Date	30-8-24	10.00 AM
2.	Pre-Bid Meeting	2.9.24	11.00 AM
5.	Bid Submission End Date & Document Download End date	24.9.24	10.00 AM
6.	Technical Bid Opening Date	27.9.24	11.00 AM
7.	Financial Bid Opening Date (subject to finalization of technical bid, financial bid will be opened on same date or another working date)	30.9.24	3.00 PM

## 7. OPENING OF TENDERS

- a) Technical Bids filed will be opened ~~27/9~~ 28/9/2024 at 11.00 A.M online mode and subject to finalization of Technical bid, the financial Bids (Bill of Quantity) will be opened at ~~30/9~~ 30/9/2024 at 3.00 PM on on-line. The selection of bidders of Technical and financial bids will be announced in the e-portal accordingly.
- b) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders filed/received will be opened on the next working day at the same time specified above.
- c) The Financial Bid of the tenderer who qualifies in the Technical Bid only will be considered. Only the successful tenderers in Technical Bid are eligible to participate in further proceedings.
- d) Rate offered by the qualified tenderers in the Technical Bids will be taken into consideration to arrive at the lowest rate offered by the tenderers.
- e) The rate accepted is for the supply, erection of contracted quantity in all respects for the Quantity Tendered for the prescribed period. Any request for revision of the rate accepted due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stands rejected.
- f) After deciding the Lowest Rate, the BCKV reserves the right to place purchase order on the lowest rate to be supplied by the Tenderers on the same terms and conditions for supply, erection & commissioning of processing Pulse Mill unit within the time stipulated by BCKV.

## 8. VALIDITY/LEGALITY

The bids of all bidders who have participated in the bidding will remain valid up to 6 Months or actual date of termination of the project, whichever is earlier.

## 9. NEGOTIATIONS

- a. The responsible personnel may conduct negotiation on the same day of opening of the tender or shall inform the tenderer about the date and time of the negotiations as per its decision.
- b During negotiations the tenderers should attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process to Tenders.
- c) Depending on the lowest rates received, negotiations may be conducted with L1 tenderer and in case, the lowest tender is not in a position to supply, erection, commissioning of the required Machinery/quantity, negotiations will be made with the second lowest tenderer to supply, erection the balance quantity at the rate quoted by the first lowest tender and so on.
- d) The BCKV reserves the right to award the tender in full or in part to one or several Parties. The decision of the BCKV is final and binding on the tenderers.

## 10. RIGHTS OF CTC BCKV

The BCKV reserve the right to accept/reject any or all the tenders at any stage with or without assigning any reason whatsoever and the decision of The BCKV in this regard is final and binding on the tenderer and cannot be called into question.

## 11. PERFORMANCE BANK GUARANTEE

- a) When a tender is to be accepted, the Tenderer whose tender is under consideration, on being given written intimation to him by the BCKV, for acceptance of that tender, shall execute Performance bank guarantee as per the enclosed format (Annexure VI) of this document from Nationalized/Scheduled bank for the amount equivalent to 5 % of the total value quoted by the bidder inclusive of duties, taxes etc, valid for a period of one year with a claim period of two months after the expiry of the contract from the date of placement of order. Failure to submit the bank guarantee as defined above, will necessarily lead to forfeiture of the Earnest Money Deposit.
- b) The bank Guarantee along with the contract agreement (format shall be provided during placement of Letter of intent (LOI)) shall be submitted within thirty days of placement of LOI.
- c) Upon receipt of the above, a formal supply order will be placed.
- d) The Performance bank guarantee shall be retained as Security Deposit for the due fulfilment of the contract period.
- e) After furnishing of bank guarantee equivalent to 5 % of the total value quoted by the bidder inclusive of duties, taxes etc., a supply order will be placed to the supplier, which should be duly acknowledged with order Acceptance. Failure to submit the Order acceptance / Acknowledgement of the purchase order will be considered on part of the supplier, as having accepted all terms and conditions of the Supply order.
- f) On complete full fillment of the contract by the supplier to the entire satisfaction of the BCKV, the Performance bank guarantee shall be returned within two months after

f) On complete fulfilment of the contract by the supplier to the entire satisfaction of the BCKV, the Performance bank guarantee shall be returned within two months after successful completion of the contract period with a request letter or in case of failure the same would be invoked.

## 12. AGREEMENT

- a) Successful tenderer should execute agreement as per terms & conditions on Rs.100/ non judicial stamp paper with respective Implementing Personnel within ten days. In the event of failure to execute the agreement, the EMD as the case may be, stands forfeited apart from cancellation of supply, erection contract besides blacklisting of the tenderer.
- b) CTC, BCKV is entitled to collect liquidated damages, if any, from the tenderer for his failure to comply with the terms and conditions of the Tender.
- c) The supplier, if breaches any condition or clause of the agreement, BCKV is entitled to cancel the agreement and the BCKV is also entitled to demand and recover the losses incurred to it due to such breach agreement condition/clause.
- d) BCKV reserves the right to extend/modify/cancel the agreement as per clause as mentioned above.
- e) If the Government Scheme is closed or partly revised or modified due to accidental decision of the State/Central Government or any amendment and the proceeding of purchase is stopped or revised or modified, then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/ receive any type of loss amount or cannot initiate any legal proceedings against BCKV.

## 13. SPECIFICATIONS

As mentioned above (in introduction and scope of work para).

## 14. PACKING/LABELLING

The labelling if any on the supply, erection and commissioning of processing unit Pulse mill unit should be as provided by the Principal Investigator, and not of the bidder or other third parties. In case of any deviation in this regard, the EMD of the tenderer will be forfeited besides blacklisting and the tenderer is only responsible for any consequences arising out the deviation.

## 15. DURATION, PLACE OF DELIVERY AND COMMISSIONING

The approved firm/supplier should start the supply, erect & commission the ordered quantity within the stipulated period as per specification prescribed and complete the commissioning at the specified places of BCKV, the supply, erection and commissioning should be within 60 days from the date of issue of supply, erection & commissioning order by the Principal Investigator, at the agreed rate including transportation and other expenditure on turnkey basis.

  
Signature of the tenderer with Seal



## 16. FURNISHING INFORMATION

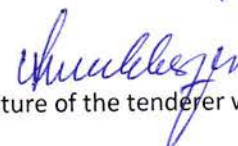
- a. The approved firm/supplier shall obtain the details of quantity from BCKV.
- b. The approved firm/ supplier should inform the PI, the quantity to be supplied well in advance by a day (i.e.) prior to the day of supply.
- c. PI may undertake pre-dispatch inspection of stock by representative of its own office or any other Govt./Private Agency entrusted for that purpose at the premises where from the supplies are going to be made.
- d. The approved firm/ Supplier should maintain complete account of supplies made and also furnish the details as and when requested by the Principal Investigator.

## 17. ACCEPTANCE OF ITEMS

Items without damage only would be accepted. Items not conforming to specifications stands summarily rejected and it is the responsibility of the supplier to take back the rejected stocks and replace the stock conforming to the specifications at the earliest but not beyond 25 days at the own risk and cost. Otherwise, the necessary penalty/damage/demurrage will be charged, for which, the Principal Investigator reserves the right and Principal investigator will not take any responsibility or otherwise once the stocks are rejected.

## 18. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The entire order should be supplied within the stipulated time. No extension of time will be granted for supply, erection and commissioning of beyond the specified date fixed.
- b) But in exceptional circumstances and if it is sufficiently proved that the delay in supply, erection is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the Principal Investigator subject to the following conditions:
  - (i) If the supplier requires an extension of time for completion of the supply, on account of occurrence of any hindrances, he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
  - (ii) The Principal Investigator may extend the delivery period with or without liquidity damage in case they are satisfied that the delay in the supply, erection and commissioning are on account of hindrances beyond control, such reason shall be recorded while granting extension.
- c) In the event of failure to supply, erection and commissioning of the machine by the successful tenderer within the stipulated time, the Principal Investigator reserves the right to cancel the orders and place orders with the remaining suppliers for the supply, erection and commissioning through limited tender system at the risk and cost of such supplier and the supplier is liable and

  
Signature of the tenderer with Seal

- responsible to make good the financial loss sustained by BCKV. If the rate in this case is cheaper the benefit will not accrue to the supplier.
- d) In the event of failure by the successful tenderer (L1), Principal Investigator is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderer(s) (L2) to ensure uninterrupted supplies. The EMD will be forfeited.
- e) Principal investigator reserves the right to charge penalty or withhold payment for any unsatisfactory stocks of supplied by the supplier for any consignment without prejudices to other rights and the decision of the CTC BCKV is final and cannot be called into question. The supplier is liable to reimburse/compensate BCKV or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply, erection and commissioning of low or inferior quality of stocks or any breach of contract.
- f) Notwithstanding anything contained in the terms and conditions of this tender the BCKV is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply, erection and commissioning in the larger interest of BCKV.

#### 19. FORCE MAJEURE

- a) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Govt. of India's policy, Govt. of West Bengal's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikes or lock out by workers, war, military operations of any nature and blockades preventing the Seller/Buyer, the performance of the contract shall be extended for as long as these circumstances prevail and decided by BCKV.

#### 20. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure to supply, erection by the tenderers at any stage of execution of work, the Earnest Money Deposit or Bills of supply, erection will be forfeited by BCKV apart from cancellation of award of contract and blacklisting.
- b) If it comes to know that the tenderer selected is already blacklisted and not eligible at the time of this tender, the selected tenderer's agreement will be cancelled by BCKV besides forfeiture of EMD, blacklisting and recovery of consequential losses, if any, sustained by the BCKV on calling of another tender, etc. as the case may be.

#### 21. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for the items supplied within 60 days on submission of the bills in triplicate and advanced stamp receipt, to BCKV. In case, the suppliers require demand draft, the same will be issued after deducting Bank charges.
- b) Part payments may be released on receipt of the equipment's/ materials in good condition at the registered office. The remaining payment shall be released after the

satisfactory erection, testing and commissioning of the machinery at the site and training.

- c) The payments will be made by BCKV, West Bengal only after necessary approval and availability of funds.
- d) Payment of interest on late payment of bills etc., will not be acceptable.
- e) No advance payment of any kind for the supply, erection of materials will be made to the bidder.
- f) No right to claim any payment before completion of the supply, erection and commissioning order. However, any payment according to the work completion may be made at the discretion of the PI in fair manner.
- g) Tenderer is solely responsible for the supply, erection and commissioning of indented machinery without any damage. The supplier should, without charge, repair/rectify the same with new materials free from defect, failing which the cost of such item will be deducted during the payment.


**22. SUB-LETTING:** The supply, erection and commissioning contract awarded should be executed by the successful tenderers only and sub-letting any of the functions under the contract is not permitted.

**23. INSTALLATION:** Bidders will be fully responsible for proper installation, commissioning and training (if any specified in tender requirement) and making the item functional before final settlement of the account. Tenderer is fully responsible for the installation, commissioning and demonstration of equipment's at BCKV/ at the free of cost. The Bidder will also provide complete technical / operating and service manual of the item, if any.

**25. INDEMINITY:** The tenderers shall indemnify the BCKV against all claims which may arise in supply, erection of equipment's without the quoted specifications.

**26. LITIGATION:** Any litigation on either side will have to be tried in the court of West Bengal jurisdiction only.

**27. WARRANTY:** Standard warranty should be provided and details of services centres/Authorized service centre nearest to Pudukcherry should be provided.

  
(Prof. Souti Mukherjee)  
Principal Investigator

Project: "Setting up of  
centre for Pulse  
Dept. of Post Harvest Engin  
Mohanpur-741252, Nadia, W.B

  
Signature of the tenderer with Seal  
Project: "Setting up of  
centre for Pulse  
Dept. of Post Harvest Engin  
Mohanpur-741252, Nadia, W.B

**PART -I**  
**TECHINCAL BID**

1. Name of the Bidder(Firm/Manufacturer/authorized dealer):
2. Permanent Address :
3. Address of the Head Office of Tenderer :  
Phone Number :  
Email ID :
4. Address of the branch office in Puducherry :  
Phone Number :  
E-mail ID :
5. Whether Proprietary Firm or Partnership Firm or Limited (copy of registration certificate to be enclosed) :
6. Name & Address of the Proprietor/ Partner/Managing Director/ :
7. Previous experience in supply, erection of Machinery:
8. Turnover during the last three years
- |                    |      |
|--------------------|------|
| 2019-20: Rs. _____ | lakh |
| 2020-21: Rs. _____ | lakh |
| 2021-22: Rs. _____ | lakh |
9. Earnest Money Deposit details :
- 
10. Current Trade License issued :  
by the competent Authority  
(copy to be enclosed)

Affix passport  
photograph

  
Signature of the tenderer with Seal

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11. PAN No. given by IT Dept. :  
(copy to be enclosed)

12. GST No. :  
Act duly renewed upto date.  
(copy to be enclosed)

13. Registration Certificate :  
Issued by competent authority  
(copy to be enclosed)

14. MSME Certificate :  
(Copy to be enclosed)


  
SIGNATURE OF THE TENDERER

NAME:

SEAL:

Principal Investigator  
Project: "Setting up of a  
centre for Pulse Mill....."  
Dept. of Post Harvest Engineering,  
Mohanpur-741252, Nadia, W.B.

Tender Page 21

  
Signature of the tenderer with Seal

Principal Investigator  
Project: "Setting up of a  
centre for Pulse Mill....."  
Dept. of Post Harvest Engineering,  
Mohanpur-741252, Nadia, W.B.

**ANNEXURE – I**

**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the **supply, erection & commissioning of processing Pulse mill unit** by BCKV during the period, which was mentioned by me and at the rate quoted by me/us at the destinations specified by BCKV. **The quality of the material is assured** and as per ISI/BIS standards.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc. and the instructions issued by the M/s. BCKV from time to time.

I am/we are enclosing the following as per the Terms and Conditions of the Tender.

- 1) Demand Draft/Banker's Cheque/FDR/RTGS/NEFT bearing Nos. \_\_\_\_\_, & \_\_\_\_\_ dt. \_\_\_\_\_ For EMD for Rs. **50,000/-** drawn on \_\_\_\_\_  
(Bank); in favour of The Principal Investigator, BCKV, payable at West Bengal.
- 2) Affidavit as per Annexure – V stating that the Tenderer (or) any of the partners (or) firm/manufacturer/dealer (or) representatives were never black-listed by the BCKV/ any Govt. Organization at any time (or) involved in diversion of stocks or involved in case under Essential Commodities Act (or) convicted by Court of Law in any criminal case.
- 3) The Affidavit is to be attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/Vigilance of Agriculture Dept./ Vigilance and Enforcement Dept., Govt. of West Bengal or any other state (the State)/ Govt. of India.
- 4) Copy of the Partnership Deed along with permanent and present addresses of the partners in case of Firm.
- 5) Copy of the Registration Certificate, if it is Firm/Limited Company/Co-operative Society.
- 6) Copy of Registration Certificate under GST Act renewed up to date.
- 7) Copy of the Registration Certificate issued by competent authority.
- 8) Copy of the Trade License issued by the competent authority.
- 9) Copies of the Income Tax returns for the last three years.
- 10) Copy of documentary evidence of being an authorized representative/supplier /dealer/Manufacturer

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11) MSME Certificate issued by Competent Authority.

I/We hereby affirm that the BCKV is at liberty to take action against me/us as per the terms and conditions of Tender document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

---

**ANNEXURE-II**  
**FINANCIAL UNDERTAKING**

I/We, on behalf of M/s. \_\_\_\_\_ solemnly declare that we have submitted all the documents as mentioned in the Bid document. We also understand that noncompliance of any documents will be treated as non-respective tender and we will lose our claim to participate in the Tender Enquiry automatically and our tender is liable to be rejected.

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply, erection & commissioning of Pulse mill Unit at the rate quoted by me/us at the destinations specified by BCKV.

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender Agreement and the instructions issued by the BCKV from time to time.

I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/ our EMD stands forfeited and also enter into agreement within ten (10) days of acceptance of my/our tender and I/we will strictly abide by the terms and conditions etc. as per the agreement. "In the event of non-supply, erection and commissioning of ordered quantity of machinery or non-fulfillment of contract by me/us EMD or any amount available with BCKV is liable to be forfeited/Bank Guarantee will be invoked, award of supply, erection contract stands cancelled besides blacklisting me/us.

SIGNATURE OF THE TENDERER  
NAME:  
ADDRESS:



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**ANNEXURE – III**

**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

**Any person participating in procurement process shall –**

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same directly or indirectly, to any party or its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. disclose any previous transgressions with any Entity in India or any other Country during the last three years or any debarment by any other procuring entity.

**CONFLICT OF INTEREST**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to;**
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another

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Bidder, or influence the decisions of the Procuring Entity regarding the bidding process;  
or

- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved.
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.



SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

Project: "Setting up of facility  
centre for Pulse Mill....."  
Dept. of Post Harvest Engineering  
Mohanpur-741252, Nadia, W.B.



Signature of the tenderer with Seal

Principal Investigator  
Project: "Setting up of facility  
centre for Pulse Mill....."  
Dept. of Post Harvest Engineering  
Mohanpur-741252, Nadia, W.B.

**ANNEXURE – IV**  
**STATEMENT OF ANNUAL TURNOVER**

This is to certify that the annual turnover of M/s.....  
Proprietorship/Partnership/Company/Society/HUF/Dealer/Firm having office at.....  
.....  
..... from general business  
including trading of supply, erection & commissioning of Pulse mill Unit during the past three  
financial years are given below; The above figure has been certified on the basis of  
examination of books of accounts of the above said firm and the statement is true and correct .

Sl.No.	Financial Year	Turnover (Rs.in Lakhs)
1.	2019-20	
2.	2020-21	
3.	2021-22	

During the above years, the average annual turn over is Rs. \_ lakh (2019-20), Rs. \_\_\_\_\_ lakh (2020-21) and Rs. \_\_\_\_\_ lakh (2021-22); and state that the minimum average monthly turnover criteria is satisfied during any of the last three financial years.

Further, \_\_\_\_\_ is eligible and capable in trading of supply, erection & commissioning of Pulse mill Unit.

(Signature of the Auditor)

For M/s. ....

Chartered Accountants

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Place :

Date :

**ANNEXURE – V**  
**(Specimen of Affidavit)**

**Affidavit**

I ..... S/o ..... R/o  
.....

-----  
-----  
Hereby solemnly affirm and declare as under:-

1. That I am the Proprietor/Partner/Director/Karta of M/s.....  
situated at  
  
.....and is running business of supply, erection &  
Commissioning of Pulse mill Unit.
2. That I or my firm/dealership is not blacklisted from any Govt. Dept./Organization and/or  
debarred on the basis of FIR lodged against me/my firm connected with handling of Essential  
Commodities.
3. That it is my true statement and I shall be responsible for any false statement.

**DEPONENT**

Verification:

Verified at \_\_\_\_\_ on this ..... day of.....that the contents of this  
above affidavit are true and correct to the best of my knowledge and belief.

**DEPONENT**

**ANNEXURE – VI**

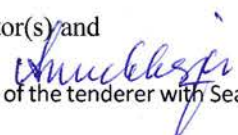
PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT FOR SUPPLY, ERECTION AND COMMISSIONING OF PULSE MILL UNIT.

1. In consideration of the Principal Investigator, Bidhan Chandra Krishi Viswavidyalaya, West Bengal (herein after called as BCKV) having offered to accept the terms and Conditions of the proposed Agreement between .....and.....(hereinafter called “The said contractor(s)” .....for the work (hereinafter called “the said agreement”) having agreed to production of a irrevocable bank Guarantee for Rs ..... (Rupees .....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We .....(hereinafter referred to as “the Bank”) .....(indicate the name of the Bank) hereby undertake to pay to the Bidhan Chandra Krishi Viswavidyalaya, West Bengal an amount not exceeding Rs..... (Rupees .....only) on demand by the BCKV.

2. We ..... (indicate the name of the bank) do hereby undertake to pay the amounts due ..... and payable under this guarantee without any demure, merely on a demand from the BCKV stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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, the said bank further undertake to pay to the BCKV any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We ..... (indicate the 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 BCKV under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the CTC, on behalf of the BCKV certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and

  
Signature of the tenderer with Seal

Principal Investigator  
Project .....  
Department .....  
Monsi, 741002, Nadia, W.B.

accordingly discharges this guarantee.

5. We..... (Indicate the name of the bank) further agree with BCKV that the BCKV 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 BCKV against the said contractor(s) and to for- bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance, act of omission on the part of the BCKV or any indulgence by the BCKV 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 affect of so relieving us.


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

7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the BCKV in writing.

8. This guarantee shall be valid up to ..... unless extended on demand by the BCKV Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees..... only) and unless a claim in Writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated .....the .....day of .....for

.....  
(Indicate the name of the Bank)

  
Signature of the tenderer with Seal  
Principal In-charge  
Project Centre  
Dept. of P...  
Mohanpur-741201, Dist. ...

**CHECK LIST-I**  
**FOR TECHNICAL BID**  
**(PART – I COVER)**

Sl. No.	Particulars	STATE YES OR NO
1	Duly filled and signed Tender document and Technical Bid	
2	Original Demand Draft of Tender Fee and Earnest Money Deposit	
3	<b>Annexure-I (Technical Undertaking)</b>	
4	BIS/ISI/ MSME certificate enclosed/ ISO 2015 & CE Certified	
5	Documentary evidence of being an authorized representative/supplier /dealer/Manufacturer	
6	Catalogue showing the technical details of supply, erection & commissioning of Pulse mill Unit.	
7	Details of Warranty	
8	Attested copy of Registration Certificate issued by Competent Authority.	
9	Attested copy of Trade License issued by Competent Authority.	
10	Attested copies of PAN Card and GST No.	
11	Certified copies of Income Tax returns of the past three years.	
12	Attested copy of Satisfactory performance certificate from your clients (s) for The similar type.	
13	Valid GST Clearance certificate issued by Commercial Tax Officer.	
14	Attested copies of Certificate issued by Inspector of Factories	
15	Details of the Local service /authorized service center, IF ANY	
16	<b>Annexure-II (Financial Undertaking)</b>	
17	Annexure-III (Declaration for Code of Integrity & No Conflict of Interest)	
18	Annexure-IV (Statement of Annual Turnover)	
19	Last three year's audited Balance Sheet, Profit and Loss Account and Auditor's report	
20	Annexure-V (Affidavit – Declaration of firm not blacklisted).	
21	Ensure that the sealed Part-I Technical Bid cover should be separate and duly super scribed as "Part-I- Technical Bid" "Supply, erection & commissioning of Pulse mill unit.	
Note	<b>All these documents (except entire tender document) should be scanned and uploaded in the cover in Technical Bid in on-line also.</b>	

**CHECK LIST-II**

**For FINANCIAL BID**

**(PART – II COVER)**

<b>Sl No</b>	<b>Particulars</b>	<b>STATE YES OR NO</b>
1	Whether the rates are quoted per number for <b>Supply, erection &amp; commissioning of</b>	
a	Pulse mill unit	
2	Whether all the pages are duly filled and signed.	
3	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ separately for the Technical Specifications for <b>Supply, erection &amp; commissioning of</b>	
a	<b>Pulse mill Unit</b>	
4	Bidder shall enter the name of the firm on BoQ only.	
5	Bidders are requested not to edit or change any item or quantity.	
6	<b>Rates are to be filled only on BoQ (in .xls format) sheet only.</b>	
	Note: The Financial Bid (BoQ) should not be kept inside the Technical Bid cover and such bid will be summarily rejected.	