



**WEST BENGAL SCHEDULED CASTES & SCHEDULED TRIBES &  
OTHER BACKWARD CLASSES  
DEVELOPMENT & FINANCE CORPORATION  
(A Govt. of West Bengal Undertaking)  
CF-217/A/1, Sector-I, Salt Lake, Kolkata -700064**

**BIDDING DOCUMENTS**

*FOR*

**Procurement of 20,00,000 bicycles for students  
(boys and girls) studying in Class IX in the  
State of West Bengal under Sabooj Sathi scheme**

**Ref. No. 3079/SCTB    Date: 12/11/2020**

**2<sup>nd</sup> Call of Ref No. 2918/SCTB    Date: 7/10/2020**

**CONTENTS**

<b>Sl.</b>	<b>Sections</b>	<b>Pages</b>
1	Section - I : Notice Inviting e-Tender (e-NIT)	3 - 14
2	Section - II : Information to Bidders (ITB)	15 - 51
3	Section - III : Bidding Forms (BDF)	52 - 76
4	Section - IV: Corporation's Requirements (CRQ)	77 - 82
5	Section - V: General Conditions of Contract (GCC)	83 - 102
6	Section - VI : Contract Forms (COF)	103 - 114
7	Section - VII : Special Provisions for Local Manufacturers (SLM)	115 - 118

**SECTION - I**

**NOTICE INVITING E- TENDER FOR PROCUREMENT OF BICYCLES**

**WEST BENGAL SCHEDULED CASTES & SCHEDULED TRIBES & OTHER  
BACKWARD CLASSES DEVELOPMENT & FINANCE CORPORATION**

(A Government of West Bengal undertaking)

Regd. Off.: CF-217/A/1, Sector - I, Salt Lake, Kolkata-700 064

☎ 033-4026-1500/1505/1509-31 📠 033-4005-1233/1234

Email ID - [wbscstdfc@gmail.com](mailto:wbscstdfc@gmail.com)

**Ref No. 3079/SCTB**

**Date: 12/11/2020**

1. West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation (“WBS CSTOBCDFC” or the “Corporation”), having its office at CF-217/ A/1, Sector - I, Salt Lake, Kolkata-700 064, West Bengal has been mandated by the Government of West Bengal to procure 20,00,000 (twenty lakhs only) bicycles under Sabooj Sathi scheme for students (both boys and girls) studying in Class IX in the academic years 2019-2020 and 2020-2021 in Government/ Government recognized schools and Madrasahs in West Bengal. An approximate number of 20,00,000 (twenty lakhs only) bicycles are targeted to be procured, which is likely to be more or less equally divided between gents and ladies bicycles.
2. In terms thereof, WBS CSTOBCDFC hereby invites bids through ‘e-tendering’ from eligible and qualified Indian manufacturers for “*Procurement of 20,00,000 bicycles for students (boys and girls) studying in Class IX in the State of West Bengal under Sabooj Sathi scheme*” at different locations across the State in single stage bid. The bids are invited in four separate packages being Package Nos. 1/4, 2/4, 3/4 and 4/4 respectively comprising of 5,00,000 bicycles in each package, for which a single tender is being floated. The complete tender will comprise of the Technical Bid and the Financial Bid. Any bidder bidding in one or more packages shall submit only one Technical Bid through ‘e-tendering’ while the

Financial Bid in the form of the Bill of Quantities (BOQ) given in the e-tendering portal will have to be submitted in respect of one or more packages, depending on the number of packages a bidder wants to submit its bid.

3. Cost of Bidding Documents shall be Rs. 10,000/- (Rupees Ten Thousand Only), which has to be paid by way of Demand Draft/Pay Order/Banker's Cheque issued by any scheduled bank in favour of "West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation". The original Demand Draft/Pay Order/Banker's Cheque is to be submitted physically at the office of the Corporation in a sealed cover within the prescribed date and time stated in Sl. 16 of this e-NIT. A scanned copy of the receipt issued by WBSCTOBCDFC against payment of cost of Bidding Documents shall have to be uploaded with other documents. Earnest Money / Bid Security, however, in respect of each of the packages shall be Rs. 4,00,00,000/- (Rupees Four Crores only) to be deposited in the manner described here in below. The bidders who had already participated in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020 shall not be required to pay the cost of Bidding Documents again and a scan copy of the earlier Receipt issued by the Corporation may be uploaded by the bidders who had participated in the earlier tender.
4. The Selected Bidder in respect of each package shall have to complete supply of entire quantity of a package at such locations, manner and tranches as per specifications within 2 months from the date of issuance of the Notification of Award / Work Order by the Corporation, unless otherwise extended by the Corporation in terms of Section V - General Conditions of Contract (GCC). Such supply shall generally be made at specified location at the Block/ Municipality level in 341 Blocks and 129 Municipal Bodies across the State of West Bengal only except Kolkata and hill areas of Darjeeling and Kalimpong districts.

5. Intending bidders may download the Bidding Documents from the website <https://wbtenders.gov.in> and appropriate Earnest Money Deposit (EMD)/ Bid Security of an amount as mentioned in Sl. 3 of this e-NIT by intending bidders electronically online, through its net-banking enabled bank account, maintained at any bank or through any bank by NEFT/ RTGS/ Demand Draft/ Pay Order/ Banker's Cheque issued by any scheduled bank in favour of "West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation". A copy of the Demand Draft/ Pay Order/ Banker's Cheque/ proof of bank transfer is to be uploaded electronically along with the bid. The EMD/ Bid Security may also be furnished by way of an irrevocable bank guarantee (as per prescribed form) in favour of the Corporation issued by any scheduled bank, a copy whereof is to be filed. If the Bid Security is furnished by way of Bank Guarantee, then the same is to remain valid for a period of not less than 180 days from the last date of submission of bid. If a bidder wishes to bid for 2 or 3 or 4 packages, it shall accordingly pay the Bid Security of Rs. 8,00,00,000/- or Rs. 12,00,00,000/- or Rs. 16,00,00,000/-, as may be applicable. The original instrument of EMD / Bid Security is to be submitted physically at the office of the Corporation in a sealed cover within the prescribed date and time stated in Sl. 16 of this e-NIT. The Corporation will not be responsible in any manner for late delivery or loss of the Demand Draft / Pay Order / Banker's Cheque/ Bank Guarantee if sent by post/courier. The bidders who had already participated in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020 shall not be required to pay the EMD/ Bid Security again and a scan copy of the earlier Receipt issued by the Corporation against the demand drafts submitted or copies of Bank Guarantees submitted, as may be applicable, may be uploaded by the bidders who had participated in the earlier tender.
6. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, in respect of such packages, as a bidder intend to submit its bids, duly digitally signed are to be submitted in the respective folders viz., technical (statutory & non- statutory) folder and financial

folder simultaneously in the website <https://wbtenders.gov.in> in the prescribed manner for the same. Technical Bid/Financial Bid must be submitted within the date and time stated in Sl. 16 of the e-NIT.

7. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and absolute in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website and also in the Notice Board at the office of the Corporation, on the scheduled date and time unless otherwise changed.
8. A bidder shall be a single company limited by shares (private or public), registered under the appropriate laws of India. Joint bids in a consortium will not be entertained.
9. Eligibility criteria for participation
  - (i) The bidders shall have to meet the minimum eligibility criteria in respect of all of the following:
    - (a) Financial Capacity
    - (b) Technical Capability comprising of production capacity
    - (c) Experience/Credentials
  - (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria as mentioned in (a), (b) and (c) above. If any document submitted by a bidder is found at any stage to be manufactured or false or untrue in any material respect, the bid of the bidder will be rejected outright without any prejudice to any right of the Corporation including to forfeit the EMD/ Bid Security or invoke the Bank Guarantee.
  - (iii) **Financial Capacity requirements are as follows: -**

- (a) A bidder shall have average annual turnover of Rs. 250 Crores during the last 3 (three) financial years and a minimum annual turnover of Rs. 200 Crores in each of the last 3 (three) financial years (i.e. 2017-2018, 2018-2019, 2019 - 2020)

**(iv) Technical Capacity requirements are as follows: -**

- (a) The bidder must be an Indian manufacturer with its own manufacturing facility in India registered under the Factories Act, 1948;
- (b) A bidder must produce records satisfactorily evidencing: -
  - (i) Manufacture of at least 10,00,000 (ten lakh) bicycles during each of the last three financial years (2017-2018, 2018-2019, 2019 - 2020);
  - (ii) Records of having authorized dealers /distributors and service providers in all districts of West Bengal;
  - (iii) Credentials of having supplied to the Central or State Governments of India /Government Bodies in India at least 3,00,000 bicycles during the last three financial years (2017-2018, 2018-2019, 2019 - 2020);
  - (iv) Valid ISI certification/ license granted by the Bureau of Indian Standards in its name in respect of bicycle frames, forks and mudguards.

10. Since bids will be invited simultaneously for all 4 packages, a bidder agrees as a condition of participation in the tender that it may not be awarded a contract for more than 2 packages even if its' Financial Bid is the lowest in 2 or 3 or all 4 packages for which it may bid. The Financial Bids will be opened in seriatim, i.e. firstly Package 1/4, then Package 2/4, followed by Package 3/4 and finally Package 4/4. In case a bidder becomes L1 in respect of 2 packages, then for such bidder to be declared as the Selected Bidder for the 2<sup>nd</sup> package or for part thereof, it will be additionally required to satisfy the following criteria:

- (a) The bidder shall have average annual turnover of Rs. 375 Crores during the last 3 (three) financial years and a minimum annual turnover of Rs. 300 Crores in each of the last 3 (three) financial years (i.e. 2017-2018, 2018-2019 and 2019 - 2020);
- (b) Shall have manufactured at least 15,00,000 (fifteen lakh) bicycles during each of the last three financial years (2017-2018, 2018-2019 and 2019 - 2020);
- (c) Shall have supplied to the Central or State Governments of India /Government Bodies in India at least 4,50,000 bicycles during the last three financial years (2017-2018, 2018-2019 and 2019 - 2020).

Upon decryption of the price quotations for all the packages, a table shall be prepared containing particulars of Financial Bids submitted for all the packages.

11. Ordinarily, in respect of Package 1/4, the lowest bidder (P1/L1) shall be declared the Selected Bidder. Thereafter, the bids in respect of Package 2/4 will be taken up for consideration and so on. If for any package, the L1 bidder is found to have been already declared as the Selected Bidder in 2 packages, in such a situation, the said bidder will not be declared to be the Selected Bidder for such package and the second lowest bidder (Px/L2) will be given an opportunity to match the price of the Px/L1 bidder. If the Px/L2 bidder matches the price of the Px/L1 bidder, within such time as may be fixed by the Corporation, then the Px/L2 bidder will be declared as the Selected Bidder failing which, the third lowest bidder (Px/L3) will be given a similar opportunity to match the price of the Px/L1 bidder. Such process shall continue till any qualified bidder matches the price of the Px/L1 bidder. If at the end, no qualified bidder is willing or is available to match the price of the Px/L1 bidder, then the Corporation may at its discretion, call for a fresh tender only with respect to the said package or split the quantity of such package and award the same to the L2, L3 or the other bidders in not more than 2 sub-packages at the L1 price, if the Corporation is of the opinion that having regard to production

capacity and other relevant factors, awarding the entire package to any single bidder may lead to such bidder being unable to complete the supply of the bicycles within the scheduled time period. If at the end, no qualified bidder is willing or is available to match the price of the P2/L1 bidder, for any of such split sub-packages, then the Corporation shall be at liberty, to award such sub-package(s) to the Px/L1 bidder, provided the Px/L1 bidder meets the requirements of ITB 33.4, the quantity earmarked for such sub-package(s) or shall call for a fresh tender with respect to such sub-package(s). If a bidder is declared as the L1 bidder across either of the 4 packages, the Corporation shall be at liberty to ask such bidder to match the lowest price quoted by such bidder across the other 3 packages, uniformly across the packages in which it has been declared as the L1 bidder, for being awarded the contract.

12. Financial Bids will be the average rate per category of bicycle quoted by the bidder. The rates quoted by the bidder for ladies and gents bicycles respectively shall be deemed to include cost of supply to such locations and in such batches as per supply programme to be fixed by the Corporation from time to time. The rates quoted by a bidder shall also include all costs for fitting and after sales services, spare parts and consumables, service charges and any other charge for a comprehensive after sales service. Apart from the rates in the Financial Bid, nothing extra or additional, on any head or account including tax, cess, duty, octroi, levy or GST shall be payable by the Corporation or the beneficiaries to whom such bicycles will be distributed. To clarify, the rates quoted by the bidder shall be all inclusive.
13. A bidder shall supply to the Corporation, free of cost, one gents and one ladies bicycle conforming to standards and specifications as set out in Section - IV (Corporation's Requirements) as sample. Receipt will be issued to the bidders for supply of such 2 sample bicycles, which will have to be uploaded along with the bid. The sample bicycles will be tested by technical persons on behalf of the Corporation against the specifications mentioned in Section -

IV(Corporation's Requirements) of the Bidding Documents. In the event, the sample bicycles do not match such specifications, the bidder will be disqualified and its Financial Bid will not be considered. Only one bicycle of each category is required to be provided irrespective of the number of packages the bidder intends to bid for. The sample bicycles of the Selected Bidders will be kept in the custody of the Corporation till completion of supply and the sample bicycles of the unsuccessful bidders will be returned. The bidders who had already participated in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020 shall not be required to submit the sample bicycles and they may scan and upload the receipt already received from the Corporation for submission of sample bicycles in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020.

14. Financial Bids for each package must be submitted separately if bidders intend to participate in more than one package.
15. Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in Sl. 16 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
16. Important Information Date & Time Schedule:

Sl.	Particulars	Date & Time
1.	Publication of e-NIT (Bidding Documents)	13 <sup>th</sup> November, 2020 at 12:00 hrs.
2.	Pre - Bid Meeting: Venue - Conference Hall of WBSCSTDFC, CF-217/A/1, Sector-I, Salt Lake, Last date and time of submitting sample bicycle,	17 <sup>th</sup> November, 2020 at 15:00 hrs.
3.	EMD/ Bid Security and Cost of Bidding Documents at the office of the Corporation	27 <sup>th</sup> November, 2020 at 13:00 hrs.
4.	Last date and time of uploading bids	27 <sup>th</sup> November, 2020 by 17:00 hrs.
5.	Date and time of opening of Technical Bids at the office of Corporation	30 <sup>th</sup> November, 2020 at 12:00 hrs
6.	Technical Bid Evaluation	30 <sup>th</sup> November, 2020 at 13:00 hrs.

7. Uploading list of responsive/ non-responsive bidders 30<sup>th</sup> November, 2020 at 16:00 hrs.<sup>1</sup>
8. Financial Bid Opening 1<sup>st</sup> December, 2020 at 15:00 hrs.<sup>2</sup>
9. Award of Contract By 3<sup>rd</sup> December, 2020

17. In the event, any of the specified dates as above being declared a holiday or if the office of the Corporation being closed on such date, the event of the specified date will be taken up on the next working day at the same time. All standards, technical specifications and codes of practice referred to shall be latest Indian editions of the same, including all amendments and revisions thereto.
18. The Corporation reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.
19. The EMD/ Bid Security of unsuccessful bidders of respective packages will be refunded by the Corporation without any interest, within 15 days of signing of Contract in respect of each of the packages, submission of Performance Security by the Selected Bidder and an application by the unsuccessful bidder for such refund, whichever is later.
20. In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in "General Conditions of Contract" and other documents as per ITB 6.1 before tendering bids.
21. Conditional/incomplete bids will not be accepted under any circumstances.

---

<sup>1</sup> This date is subject to change, depending on completion of technical evaluation. If this date is changed, the changed date will be intimated by e-mail to all bidders of both the packages.

<sup>2</sup> This date is subject to change, depending on completion of prior events. If this date is changed, the changed date will be intimated by e-mail to all responsive bidders of both the packages.

22. The bidders shall have to comply with all relevant laws, regulations, practices and procedures of the Government of West Bengal in connection with tenders.
23. During tender evaluation or even during contract performance, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if Contract has already been awarded, the Contract will be cancelled, without any prejudice to any rights of the Corporation.
24. The Corporation reserves the right to cancel the tender process at any time without assigning any reason, whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids and in case of extension of deadline for the submission of bids up to bid opening, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the time for the submission of bids.
25. The EMD/ Bid Security will be forfeited in the following events :-
  - (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 17.2;
  - (b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice as specified in ITB 3.1;
  - (c) If the bidder is declared disqualified in terms of ITB 4.3;
  - (d) If the Selected Bidder fails to:
    - i) sign the Contract in accordance with ITB 37.1;
    - ii) furnish a Performance Security in accordance with ITB 38.1; or
  - (e) If the bidder is otherwise in breach of the terms of the Bidding Documents.

26. Where an individual holds a digital signature certificate in his own name duly issued to him in respect of a bidder of which he is a director, such person shall, while uploading any bid for and on behalf of the bidder of which he is a director, shall upload a copy of the Power of Attorney authorizing him to act on behalf of the bidder.
27. Bidders must submit all records, data and documents on which they wish to in support of their Technical Bid, online. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents during tender evaluation.
28. As decided by the Government of West Bengal vide UO No. Group T/2016-2017/0195 dated 22<sup>nd</sup> June, 2016, an amount not exceeding 5% of the total quantity in each of the packages may be awarded to small/ medium/ new units provided they have set up facilities for manufacturing in the State and also subject to fulfillment of eligibility criteria, submission of EMD/ Bid Security etc. by them, as per Section VII - Special Provisions for Local Manufacturers. The bidders intending to participate in this promotional scheme shall submit the Technical Bid containing documents as had been made applicable for them under Section VII of the Bidding Documents. They need not submit any Financial Bid. The bidders found eligible after Technical evaluation, in this scheme, shall be awarded contract at L1 rate for the respective Package for supply of such quantities as may be determined by the Corporation on the basis of technical evaluation and after inspection of the manufacturing site. The decision of the Corporation shall be final and binding in this regard without any prejudice. If no bidders are found to be qualified or eligible to be considered for promotional scheme, the earmarked quantities (maximum of 5% of each Package) shall be awarded to L1 of the respective Package/ Packages.

**Sd/-**  
**Managing Director**

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. General

1. Scope of Bid
  - 1.1 In connection with the Notice Inviting e-Tender for procurement of 20,00,000 bicycles in 4 packages for students studying in Class IX in academic years 2019-2020 and 2020-2021 in the State of West Bengal, the West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation, having its registered office at CF-217/A/1, Sector - I, Salt Lake, Kolkata-700 064 (hereinafter referred to as "the Corporation") issues the Bidding Documents for the procurement of bicycles in 4 packages of 5,00,000 bicycles each as specified in Section - IV (Corporation's Requirements). The name, identification, and number of contracts of the National Competitive Bidding (NCB) are given below.

The tender is invited online and submission of tender will also be online as detailed in the e-NIT.
  - 1.2 Throughout this Bidding Documents:
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
    - (c) except where the context requires otherwise, words indicating the singular also include the

plural and words indicating the plural also include the singular; and

(d) "day" means calendar day.

2. General guidance for e-tendering

2.1 Registration of bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled & registered with the State Government e-procurement system, on <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jalasampad Bhavan, 7<sup>th</sup> Floor, DVC Cell, Salt Lake, Phone: (033)2334-6098.

2.2 Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://wbtenders.gov.in>. DSC is given as a USB e-token.

The bidder can search and download the e-NIT and Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 5 of the e-NIT. This is the only mode of collection of Bidding Documents. The bidders are also advised to upload relevant documents such as certificates, purchase order details etc. well in advance under the "My Documents" Tab at <https://wbtenders.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free

upload of bid documents.

There is no upper limit on the size of the file to be uploaded. However, the speed of upload is dependent on the memory available in the client system as well as the network bandwidth used. In order to reduce the file size, bidders are advised to scan the documents in 75-100 DPI so that the optimal clarity is maintained.

The Corporation will not be responsible for any delay or the difficulties faced during the submission of bids online by the bidders due to local connectivity or other issues.

3. Corrupt Practices      3.1 The Corporation requires that bidders, suppliers, contractors under contracts with the Corporation, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
    - (ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to

avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;

(v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

- (b) will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the Corporation if it at any time determines

that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract of the Corporation.

- (d) will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract with the Corporation.
- (e) will normally require a contractor of the Corporation to allow the Corporation or any person that the Corporation may designate, to inspect or carry out audits of the contractor's accounting records and financial statements in connection with the contract.

#### 4. Eligible Bidders

4.1 The prospective bidders shall have to meet the following eligibility criteria :

- (a) The bidder shall be a single company limited by shares (private or public), registered under the appropriate laws of India. Joint bids in a consortium will not be entertained.
- (b) The bidder must be an Indian manufacturer with its own manufacturing facility in India registered under Factories Act, 1948.
  - (i) **Financial Capacity requirements are as follows: -**
    - (a) A bidder shall have average annual turnover of Rs. 250

Crores during the last 3 (three) financial years and a minimum annual turnover of Rs. 200 Crores in each of the last 3 (three) financial years (i.e. 2017-2018, 2018-2019 and 2019-2020)

(ii) **Technical Capacity requirements are as follows: -**

- (a) The bidder must be an Indian manufacturer with its own manufacturing facility in India registered under the Factories Act, 1948;
- (b) A bidder must produce records satisfactorily evidencing: -
  - (i) Manufacture of at least 10,00,000 (ten lakh) bicycles during each of the last three financial years (2017-2018, 2018-2019 and 2019-2020);
  - (ii) Records of having authorized dealers /distributors and service providers in all districts of West Bengal;
  - (iii) Credentials of having supplied to the Central or State Governments of India /Government Bodies in India at least

3,00,000 bicycles during the last three financial years (2017-2018,2018-2019, and 2019-2020);

(iv) Valid ISI certification/ license granted by the Bureau of Indian Standards in its name in respect of bicycle frames, forks and mudguards.

(c) Bidder(s) must submit Financial Bids for each package separately if they intend to participate in more than one package.

(d) The eligibility criteria of the bidders bidding under Section VII of the Bidding Documents shall be as per Sl. No. 3 of Section VII – Special Provisions for Local Manufacturers.

4.2 A bidder shall have to furnish the following documents :

(a) Copy of receipt issued by the Corporation against delivery of sample bicycles;

(b) Copy of proof of payment of Cost of Bidding Documents.

(c) Laboratory Test Report confirming that the specifications of the sample bicycles are in conformity with the specifications mentioned in Section - IV;

(d) Copy of Certificate of Incorporation;

(e) Copy of valid License under the Factories Act;

(f) Copy of ISI License;

(g) Copy of PAN Card;

- (h) Copy of Income Tax Returns for the financial years 2016-2017, 2017-2018 and 2018-2019(assessment years 2017-2018, 2018-2019 and 2019-2020);
- (i) Audited Balance Sheet for the last three financial years(2017-2018, 2018-2019 and 2019-2020);
- (j) Annual Turnover during last three financial years with CA certified statement which is to include the registration No. of the CA;
- (k) Actual Annual Production in the last 3 financial years with CA certified statement which is to include the registration No. of the CA and document evidencing payment of Excise duty;
- (l) Undertaking to the effect that all necessary manufacturing and testing facilities exist in the factory and would be made available to the inspection team of the Corporation whenever desired;
- (m) Credential for Bulk Supply;
- (n) Client Certificate from the purchaser stating that the supply has been satisfactory for the last 3 years and no adverse report was obtained;
- (o) The bidder shall disclose instances of past performance, if any, that may have resulted in adverse action against the bidder in the last 5 years. An undertaking to this effect by authorized person is to be provided;
- (p) Undertaking that the rate shall remain valid

for a period of 12 months; and

(q) Sample Taggant Label affixed on the bicycles.

- 4.3 The Corporation considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) they have controlling shareholders in common;
  - (b) they receive or have received any direct or indirect subsidy from any of them;
  - (c) they have the same legal representative for purposes of this bid;
  - (d) they 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 bidder, or influence the decisions of the Corporation regarding this bidding process; or
  - (e) participation by a bidder in more than one bid

(not meaning thereby more than one package) will result in the disqualification of all bids in which the party is involved.

- 4.4 A bidder that is under a declaration of ineligibility by the Corporation in accordance with ITB 3 or by any Department of Government of India or any State Government, at the date of the deadline for bid submission or thereafter during process of evaluation, shall be disqualified provided such declaration of ineligibility and/or blacklisting has not been challenged by the bidder and such declaration is stayed and/or kept in abeyance and/or set aside by any competent court of law and/or by any other judicial authority.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Corporation, as the Corporation shall reasonably request.

## 5. Specifications

- 5.1 The bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein may not to be construed as defining a particular manufacturer's product.

The specifications are the minimum requirements for the products. The products offered must meet or exceed requirements mentioned in the technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the bicycle industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be

acceptable.

## **B. Contents of Bidding Documents**

6. Sections of Bidding Documents 6.1

The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda/ Corrigenda issued in accordance with ITB 8.

### PART 1 Bidding Procedures

Section I - Notice Inviting e-Tender (e-NIT)

Section II - Instructions to Bidders (ITB)

Section III - Bidding Forms (BDF)

Section VII - Special Provisions for Local Manufacturers (SLM)

### PART 2 Requirements

Section IV - Corporation's Requirements (CRQ)

### PART 3 Conditions of Contract and Contract Forms

Section V - General Conditions of Contract (GCC)

Section VI - Contract Forms (COF)

- 6.2 The Corporation is not responsible for the completeness of the Bidding Documents and their Addenda/ Corrigenda, if they were not obtained directly from the source stated by the Corporation in the e-NIT.
- 6.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents, Pre-Bid Meeting
- 7.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an e-mail to the Corporation's e-mail address at [md.scstdfc@gmail.com](mailto:md.scstdfc@gmail.com) or [agm.scstdfc@gmail.com](mailto:agm.scstdfc@gmail.com) or raise its queries during the pre-bid meeting if provided for in accordance with ITB 7.4 and 7.5. The Corporation shall upload in the website hosting the Bidding Documents, its responses to bidders' queries. Should the Corporation deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The bidder's designated representative is invited to attend pre-bid meeting as scheduled. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised
- 7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than one week before the meeting.
- 7.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> within 7 (seven) days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an addendum/ corrigendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

- 7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 7.6 At any time prior to the deadline for submission of bids and in case of the extension of deadline for the submission of bids up to bid opening, the Corporation may amend the Bidding Documents by issuing appropriate addenda/ corrigenda.
8. Amendment of Bidding Documents/  
Extension of deadlines
- 8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> and also at the websites of the Corporation at [www.wbcstcorp.gov.in](http://www.wbcstcorp.gov.in) and [www.anagrasarkalyan.gov.in](http://www.anagrasarkalyan.gov.in).
- 8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its discretion, extend the deadline for the submission of bids.

### **C. Preparation of Bids**

9. Costs of Bidding
- 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the

bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents comprising the Bid
- 11.1 Tenders are to be submitted online following the process mentioned in Sl. Nos. 3, 4, 5 and 6 of e-NIT in two folders at a time for each package, in respect whereof bid is being submitted, one being the Technical Proposal / Technical Bid and the other being the Financial Proposal / Financial Bid before the prescribed date and time duly signed with a valid Digital Signature Certificate (DSC). The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats). The folder must be identifiable in respect of each of the packages for which the bidder is submitting a bid.
- 11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder :  
Statutory cover of Technical Bid containing:
- To be filled in FORM folder:**
- (i) Prequalification Application as per format (duly filled up) given in Form-1 of Section - III (Bidding Forms)

- (ii) Declaration by the Bidder, as per format given in Form - 2 of Section - III (Bidding Forms)
- (iii) Power of Attorney in favour of signatory of the bid, as per format given in Form - 3 of Section -III (Bidding Forms)
- (iv) Certificate of Conformity/ No Deviation, as per format given in Form - 4 of Section - III (Bidding Forms)
- (v) Manufacturer's Authorisation Form (MAF), as per format given in Form - 7 of Section - III (Bidding Forms)
- (vi) Undertaking on Authenticity of Bicycles, as per format given in Form - 8 of Section - III (Bidding Forms)
- (vii) Undertaking on Rate Validity, as per format given in Form - 9 of Section - III (Bidding Forms)
- (viii) Qualification Information (duly filled in by the bidder), as per format given in Form - 11 (Form ELL-1) of Section - III (Bidding Forms)
- (ix) Letter of Financial Bid, as per format given in Form - 12 of Section - III (Bidding Forms)

**To be filled in DRAFT folder:**

- (i) Demand Draft/ Banker's Cheque / Pay Order/Bank transfer by NEFT/ RTGS/Bank Guarantee as per Form -13 towards Earnest Money Deposit (EMD)/ Bid Security as prescribed in the e-NIT, drawn in favour of "West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation"
- (ii) Copy of receipt issued by the Corporation

against sample bicycle

(iii) Copy of Demand Draft / Banker's Cheque / Pay Order / receipt issued by the Corporation against payment of cost of Bidding Documents.

**To be filled in e-NIT folder:**

(i) Notice Inviting e-Tender (Section - I) and Instructions to Bidders (Section - II) (uploaded with digital signature).

(ii) General Conditions of Contract (Section - V)(uploaded with digital signature).

(iii) Corporation's Requirements (Section - IV)(uploaded with digital signature).

**Non-statutory (My Documents) cover containing**

**To be filled in CERTIFICATE folder:**

- (a) Copy of documents of incorporation. i.e. Certificate of Incorporation with Memorandum and Articles of Association;
- (b) Copy of valid License under the Factories Act, 1948;
- (c) Copy of ISI License;
- (d) Copy of PAN Card;
- (e) Laboratory Test Report confirming that the specifications of the sample bicycles are in conformity with the specifications mentioned in Section - IV;
- (f) Form - 5 (Financial Capacity of Bidder);
- (g) Form - 6 (Manufacturing Capacity of Bidder);
- (h) Sample Taggant Label;

- (i) Certificate of manufacturing capacity of bicycles from statutory authorities;
- (j) Document evidencing payment of excise duty for the last three financial years (2017-2018, 2018-2019 and 2019 - 2020)
- (k) GST certificate/ letter recording GST identification number.

**To be filled in FINANCIAL INFO folder:**

- (a) Copy of Income Tax Returns for the financial years 2016-2017, 2017-2018 and 2018-2019 (assessment years 2017-2018, 2018-2019 and 2019-2020);
- (b) Form FIN- 1 of Form-10 with audited Balance Sheet for 2017-2018, 2018-2019 and 2019-2020;
- (c) Form FIN-2 of Form-10 (Annual Turnover during last three financial years i.e.2017-2018, 2018-2019 and 2019 - 2020)

**To be filled in CREDENTIAL folder:**

- (a) Form - 14 - Credential for Bulk Supply;
- (b) Form - 15 - List of Distributors/ Dealers
- (c) Form - 16 - List of Authorised Service Centres
- (d) Client Certificate from the purchasers stating that the supply has been satisfactory for the last three years and no adverse report was obtained.

In case of failure to submit any of the above mentioned documents (for both statutory and non statutory cover) in respective folders, the

Corporation shall be entitled to summarily reject the bid.

11.3 The Financial Bid for each package shall comprise of the Bill of Quantity (BOQ) in the specified format in respect of the package(s), the bidder is submitting bid for, with -

(i) Cost of supply of one ladies bicycle as per specifications inclusive of all taxes, charges, etc.

(ii) Cost of supply of one gents bicycle as per specifications inclusive of all taxes, charges etc.

**Comparison of Financial Bid will be based on the average of (i) and (ii) of ITB 11.3.**

N.B. - (1) The bidder is to quote the rate online in the space marked for quoting rate in the BOQ

(2) Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

- |                                   |      |  |
|-----------------------------------|------|--|
| 12. Letters of Bid, and Schedules | 12.1 | The Letters of Technical Bid and Financial Bid shall be prepared using the relevant forms furnished in Section - III (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. Bid Prices                    | 13.1 | The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.  |
|                                   | 13.2 | The price to be quoted in the Financial Bid, in accordance with ITB 11.3, shall be the unit prices of  |

each category of bicycles.

13.3 The price quoted by the bidder is not subject to any discount or adjustment.

13.4 All duties, taxes, and other levies payable by the Selected Bidder under the Contract, or for any other cause, shall be considered to be included in the prices and the Financial Bid submitted by the bidder. The bid price quoted by the bidder shall be final and shall not be adjusted and/or increased for change in any duty/tax/other levies or outgoings. In other words, the Selected Bidder will not be paid anything more than the Financial Bid in respect of each bicycle, which is all inclusive.

However, the Corporation will assist (on a no recourse basis based on the Selected Bidder's representations and in good faith thereof) the Selected Bidder / Supplier to obtain any lawful exemptions from payments of Duties or Taxes on the bicycles. The responsibility for obtaining any such exemptions from the competent authority will remain with the Selected Bidder and the Corporation shall no way be responsible for admissibility of the claims or eligibility of the Selected Bidder.

14. Currencies of Bid and Payment 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been submitted in any other currency.

15. Sample Product
- 15.1 To establish the conformity of the goods and related services to the Bidding Documents, the bidder shall furnish as part of its bid, the documentary evidence that the bicycles conform to the technical specifications and standards specified in Section - IV (Corporation's Requirements).
- 15.2 Sample bicycles, one of each category, to be delivered by each bidder within the specified date against which a receipt will be issued by the Corporation. Only one bicycle of each category is required to be provided irrespective of the number of packages the bidder intends to bid for.
- 15.3 The bidder shall upload along with scanned copy of its bid in the e-tender portal i.e. <https://wbtenders.gov.in>, the appropriate folders, as part of its bid, a scanned copy of such receipts.
- 15.4 Any bid not accompanied by receipts required in accordance with ITB 15.3, shall be rejected by the Corporation as non responsive.
- 15.5 Sample bicycles will be tested by technical persons on behalf of the Corporation. The bicycles must comply with the specifications mentioned in Section - IV of the Bidding Documents. In the event, the bicycle(s) do not comply with such specifications, the bidder will be disqualified.
- 15.6 The bidders who had already participated in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020 shall not be required to submit the sample bicycles and they may scan and upload the receipt already received from the Corporation for submission of sample bicycles in the tender bearing

Ref. No. 2918/SCTB dated 7/10/2020.

- |  |      |   |
|--|------|---|
| 16. Documents<br>Establishing the<br>Qualifications of<br>the Bidder | 16.1 | To establish its qualifications to perform the Contract, the bidder shall provide the information requested in the corresponding information sheets included in Section - III (Bidding Forms).  |
| 17. Period of Validity<br>of Bids                                    | 17.1 | Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the Corporation. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.   |
|  | 17.2 | In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested to be extended in accordance with ITB 18, the bid validity shall also be extended for a similar period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. |
| 18. Bid Security   | 18.1 | The bidder shall upload along with scanned copy of its bid in the e-tender portal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> , the appropriate folders, as part of its bid, a scanned copy of payment of EMD/Bid Security of the amount as indicated in Sl. 3 of the e-NIT for each package, the bidder is submitting a bid for. The bidder shall submit EMD / Bid Security and cost of tender for each package the bidder is submitting its bid, along with a                                      |

forwarding letter to the appropriate authority to be notified by the Corporation on or before the last date of submission of bid.

- 18.2 The Bid Security shall be in the form of Demand Draft / Pay Order / Banker's Cheque/bank transfer by NEFT/ RTGS/ Bank Guarantee from a scheduled bank in favour of West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Financial Corporation. The Bid Security shall be valid for 180 (one hundred and eighty) days beyond the original validity period of the bid, or beyond, if requested to be extended by the Corporation.
- 18.3 Any bid not accompanied by an enforceable and compliant BidSecurity required in accordance with ITB 18.1, shall be rejected by the Corporation as non-responsive.
- 18.4 The Bid Security of unsuccessful bidders shall be refunded as promptly as possible upon the Selected Bidder's furnishing of the Performance Security pursuant to ITB 38.
- 18.5 The Bid Security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 17.2;
  - (b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice or restrictive practice as specified in ITB 3.1;
  - (c) If the bidder is declared disqualified in terms of ITB 4.3;

- (d) If the Selected Bidder fails to:
  - i) sign the Contract in accordance with ITB 37.1;
  - ii) furnish a Performance Security in accordance with ITB 38.1; or
- (e) If the bidder is otherwise in breach of the terms of the Bidding Documents.

18.6 The bidders who had already participated in the tender bearing Ref. No. 2918/SCTB dated 7/10/2020 shall not be required to pay the EMD/ Bid Security again and a scan copy of the earlier Receipt issued by the Corporation against the demand drafts submitted or copies of Bank Guarantees submitted, as may be applicable, may be uploaded by the bidders who had participated in the earlier tender.

- |                               |   |
|-------------------------------|---|
| 19. Format and Signing of Bid | 19.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. 26 of the e-NIT. |
|-------------------------------|---|

#### **D. Submission and Opening of Bids**

- |                           |  |
|---------------------------|--|
| 20. Submission of Tenders | 20.1 Tenders are to be submitted online as stated in Sl. Nos. 5, 6 and 7 of the e-NIT in two folders at a time, one being Technical Proposal / Technical Bid and the other being Financial Bid before the prescribed date and time with Digital Signature Certificate (DSC). For submitting the Technical Bid, whether the bidder is bidding for one or two packages, it shall suffice if the documents comprising the |
|---------------------------|--|

Technical Bid are uploaded once. The documents are to be uploaded scanned for viruses and duly signed, digitally so that the documents will get encrypted (transformed into non readable formats). In addition, the bidders shall submit a physical copy of all documents so uploaded, at the office of the Corporation before the bid submission date, to facilitate evaluation of the bids.

- |                                     |          |   |
|-------------------------------------|----------|---|
| 21. Deadline for Submission of Bids | for 21.1 | Complete bids (including Technical and Financial) must be uploaded in the e-tender website i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> not later than the date as mentioned in the NIT under Sl. 16.   |
|                                     | 21.2     | The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.  |
| 22. Bid Opening                     | 22.1     | The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT under Sl. 16 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy it in any storage device such as a compact disc, pen drive or hard drive. The authority receiving tenders or his authorized representative will take |

print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 16 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening.

- 22.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:
- (a) the name of the bidder;
  - (b) the presence of a Bid Security; and
  - (d) any other details as the Corporation may consider appropriate.

Only Technical Bids recorded at bid opening shall be considered for evaluation.

- 22.3 The Corporation shall prepare a record of the opening of Technical Bids. A copy of the record shall be uploaded on the website <https://wbtenders.gov.in> and also at [www.wbscstcorp.gov.in](http://www.wbscstcorp.gov.in) and [www.anagrasarkalyan.gov.in](http://www.anagrasarkalyan.gov.in).

- 22.4 At the end of the evaluation of the Technical Bids, the Corporation will upload on the website <https://wbtenders.gov.in>, and also at [www.wbscstcorp.gov.in](http://www.wbscstcorp.gov.in) and [www.anagrasarkalyan.gov.in](http://www.anagrasarkalyan.gov.in) the name of the bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award in terms of ITB 35.

- 22.5 The Corporation shall conduct the opening of the Financial Bid of all bidders who have submitted substantially responsive Technical Bids and who

have been determined as being qualified in terms of ITB 27. All folders containing Financial Bids shall be opened one at a time and the following recorded:

- (a) the name of the bidder;
- (b) the Financial Bid; and
- (c) any other details as the Corporation may consider appropriate.

Only Financial Bids recorded during the opening of Financial Bids shall be considered for evaluation. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

#### **E. Evaluation and Comparison of Bids**

- |                           |   |
|---------------------------|---|
| 23. Confidentiality       | <p>23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of award of Contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on award of Contract is communicated to all bidders.</p> <p>23.2 Any attempt by a bidder to influence the Corporation in the evaluation of the bids or award of Contract decisions may result in the rejection of its bid.</p> |
| 24. Clarification of Bids | <p>24.1 To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Corporation may, at its discretion, ask any bidder for a clarification of its bid. Any clarification</p>   |

submitted by a bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or, prices in the Financial Bid shall be sought, offered, or permitted.

24.2 If a bidder does not provide clarifications of its bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.

25. Deviations, Reservations, and Omissions

25.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

26. Preliminary Examination of Technical Bids

26.1 The Corporation shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.

27. Responsiveness of Technical Bid
- 27.1 The Corporation's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 27.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Corporation's rights or the bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 27.3 The Corporation shall examine the technical aspects of the bid submitted to confirm that all requirements of Section - IV (Corporation's Requirements) have been met without any material deviation or reservation.
- 27.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Corporation and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
28. Nonconformities, Errors, and
- 28.1 Provided that a bid is substantially responsive, the Corporation may waive any nonconformity in the

- Omissions bid that do not constitute a material deviation, reservation or omission.
- 28.2 Provided that a Technical Bid is substantially responsive, the Corporation may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
29. Qualification of the Bidder
- 29.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2.
30. Evaluation Criteria
- 30.1 The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified bidders shall be at par while considering their Financial Bid.
- The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened and considered.

31. Preliminary Examination of Financial Bids 31.1 The Corporation shall examine the Financial Bid to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information are missing, the bid may be rejected.
32. Evaluation of Financial Bids 32.1 The Corporation shall consider the Financial Bid of the bidder in respect of each of the packages for which it has submitted its bid. No other evaluation criteria or methodologies shall be permitted.
33. Comparison of Bids 33.1 All technically qualified bidders shall be at par.
- 33.2 The Corporation shall make a table of all the Financial Bids of technically qualified bidders of each package.
- 33.3 Since bids will be invited simultaneously for all 4 packages, a bidder agrees as a condition of participation in the tender that it may not be awarded a contract for more than 2 packages even if its' Financial Bid is the lowest in 2 or 3 or all 4 packages for which it may bid. The Financial Bids will be opened in seriatim, i.e. firstly Package 1/4, then Package 2/4, followed by Package 3/4 and finally Package 4/4.
- 33.4 In case a bidder becomes L1 in respect of 2 packages, then for such bidder to be declared as the Selected Bidder for the 2<sup>nd</sup> package or for part thereof, it will be additionally required to satisfy the following criteria:
- (a) The bidder shall have average annual

turnover of Rs. 375 Crores during the last 3 (three) financial years and a minimum annual turnover of Rs. 300 Crores in each of the last 3 (three) financial years (i.e. 2017-2018, 2018-2019 and 2019 - 2020);

- (b) Shall have manufactured at least 15,00,000 (fifteen lakhs) bicycles during each of the last three financial years (2017-2018, 2018-2019 and 2019 - 2020);
- (c) Shall have supplied to the Central or State Governments of India /Government Bodies in India at least 4,50,000 bicycles during the last three financial years (2017-2018, 2018-2019 and 2019 - 2020).

34. Corporation's right to accept any bid, and to reject any or all bids 34.1 The Corporation reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

#### **F. Award of Contract**

35. Award Criteria 35.1 Ordinarily, in respect of Package 1/4, the lowest bidder (P1/L1) shall be declared the Selected Bidder. Thereafter, the bids in respect of Package 2/4 will be taken up for consideration and so on. If for any package, the L1 bidder is found to have been already declared as the Selected Bidder in 2

packages, in such a situation, the said bidder will not be declared to be the Selected Bidder for such package and the second lowest bidder (Px/L2) will be given an opportunity to match the price of the Px/L1 bidder. If the Px/L2 bidder matches the price of the Px/L1 bidder, within such time as may be fixed by the Corporation, then the Px/L2 bidder will be declared as the Selected Bidder failing which, the third lowest bidder (Px/L3) will be given a similar opportunity to match the price of the Px/L1 bidder. Such process shall continue till any qualified bidder matches the price of the Px/L1 bidder. If at the end, no qualified bidder is willing or is available to match the price of the Px/L1 bidder, then the Corporation may at its discretion, call for a fresh tender only with respect to the said package or split the quantity of such package and award the same to the L2, L3 or the other bidders in not more than 2 sub-packages at the L1 price, if the Corporation is of the opinion that having regard to production capacity and other relevant factors, awarding the entire package to any single bidder may lead to such bidder being unable to complete the supply of the bicycles within the scheduled time period. If at the end, no qualified bidder is willing or is available to match the price of the P2/L1 bidder, for any of such split sub-packages, then the Corporation shall be at liberty, to award such sub-package(s) to the Px/L1 bidder, provided the Px/L1 bidder meets the requirements of ITB 33.4, the quantity earmarked for such sub-package(s) or shall

call for a fresh tender with respect to such sub-package(s). If a bidder is declared as the L1 bidder across any no. of packages, the Corporation shall be at liberty to ask such bidder to match the lowest price quoted by such bidder for any package, uniformly across all the packages in which it has been declared as the L1 bidder, for being awarded the contract.

35.2 In the event, the Financial Bids of 2 (two) or more bidders in a particular package, who are qualified and whose Technical Bids are at par, are the same (the “**tie bidders**”), the Corporation shall at its discretion:

- (a) Either hold an *inter se* auction amongst such tie bidders to quote further lower bids and shall declare such of them who has offered the lowest bid in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event, a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a lower bid than that already offered in its Financial Bid.

In the event the lowest bidder withdraws or is not declared as the Selected Bidder, the Corporation may invite fresh bids for the package; or

- (b) Split the package between all the L1 bidders at the L1 price in equal quantities; or
- (c) Invite fresh bids, without holding any *inter se* auction amongst such tie bidders or splitting the package in question.

35.3 In the event, all the Tie Bidders for a package happen to be Selected Bidder for any earlier package already opened, all such Tie Bidders generally will not be allowed to participate in the spot-auction and the next lowest bidder will be given an opportunity to match the price of the Tie Bidders and the procedure laid down in ITB 35.2 shall be followed.

36. Notification of Award

36.1 The bidder whose bid has been accepted will be notified of the award by the Corporation prior to expiry of the bid validity period by uploading such information in the e-tender portal and [www.wbscstcorp.gov.in](http://www.wbscstcorp.gov.in) or by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance/ Notification of Award / Work Order") will state the sum that the Corporation will pay the Selected Bidder/ Supplier in consideration of supply of the bicycles by the Selected Bidder/ Supplier as prescribed by the contract (hereinafter

and in the Agreement called the "Contract Price") in respect of each package.

36.2 The Corporation, may in its sole discretion, instead of awarding one contract to the Selected Bidder for a package, award separate contracts to the Selected Bidder respect of each delivery point comprised in a package separately.

36.3 Until a formal contract is prepared and executed in respect of each package or each delivery point, as the case may be, the Notification of Award shall constitute a notification of commencement of supply of bicycles, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 38.1, whereupon the Contract shall come into force.

37. Signing of Agreement

37.1 Promptly after notification, the Corporation shall send the Selected Bidder in respect of each package the form of Agreement either to be executed for each package or point of delivery wise. Each page of the Agreement should be signed by the Corporation's representative and the Supplier's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be clearly mentioned on each page of the Agreement before signing.

- 37.2 Within 21 days of receipt of the form of Agreement, the Selected Bidder in respect of each of the packages shall sign with date, separate contracts, for each package or for each of the delivery points, as the case may be and return it to the Corporation. The Contract shall only come into existence, when the Performance Security is furnished in terms of ITB 38.1.
38. Performance Security
- 38.1 Within 10 days of the receipt of Notification of Award from the Corporation, the Selected Bidder for each of the packages shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section - VI (Contract Forms), or another form acceptable to the Corporation.
- The Selected Bidder shall be required to furnish Performance Security amounting to 10% of the Contract Price, for supply of entire products under each package.
- 38.2 Failure of the Selected Bidder to submit the above mentioned Performance Security or to sign the Agreements in respect of each package shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Corporation may award the Contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined by the Corporation to be qualified to perform the Contract satisfactorily at the price at which the Selected

Bidder was awarded the Contract (even if such Selected Bidder may have been awarded contract for the other package) or the Corporation, may, at its discretion go in for fresh tenders.

**SECTION - III****BIDDING FORMS****FORM-1****LETTER OF TECHNICAL BID IN FORM OF AFFIDAVIT**

**(To be furnished on non-judicial stamp-paper of appropriate value, duly notarised)**

Date: .....

Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

Name of Contract: Procurement of 20,00,000 bicycles for students (boys and girls) studying in Class IX in the State of West Bengal under Sabooj Sathi scheme

Managing Director,  
West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
Development and Finance Corporation (WBSCSTOBCDFC),  
Block - CF, 217/A/1,  
Sector - I, Salt Lake,  
Kolkata - 700 064.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda/ corrigenda issued in accordance with Instructions to Bidders (ITB).
- (b) We offer to supply bicycles as per quantity specified in Package-1/4/ Package-2/4/ Package - 3/4/ Package- 4/4 in conformity with the Bidding Documents.
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

- (e) Our company has been incorporated in accordance with the laws of India and governed by them.
- (f) Our company has its manufacturing facilities in India /State of West Bengal (delete as necessary) and is duly registered under the Factories Act, 1948.
- (g) Our company has its dealer/ distributor and service network throughout the State of West Bengal.
- (h) Our company does not have any conflict of interest in accordance with ITB 4.3;
- (i) Our company is participating as a bidder having satisfied the eligibility criteria in accordance with ITB 4.4;
- (j) Our company, its affiliates or subsidiaries, has not been declared ineligible by WBSCSTOBCDFC, any Department of the Government of India or any State Government or Government Undertaking, Corporations or Statutory Bodies;
- (k) We agree to permit WBSCSTOBCDFC or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them reviewed by auditors appointed by WBSCSTOBCDFC.
- (l) We understand that:
  - (i) The tender inviting and accepting authority can amend the scope and value of the contract bid under this project.
  - (ii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.
- (m) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection /claim will be raised by the bidder.

Encl:

1. Statutory Documents
2. Non Statutory Documents
3. Forms & Annexure duly filled up, signed & notarized (where applicable)

Place:

For.....(name of bidder)

.....(name of authorized signatory)  
.....(designation)  
(Signature)

**FORM-2**

**DECLARATION BY THE BIDDER**

**(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary /  
Magistrate)**

In relation to our bid submitted to for procurement of in response to Bid Reference  
No. : \_\_\_/ SCTB dated \_\_/11/2020 we hereby declare that:

- a) We possess the necessary technical and financial resources and competence required by the Bidding Documents issued by WBSCSTOBCDFC;
- b) We have fulfilled our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Documents;
- c) We are not insolvent, in receivership, bankrupt or being wound up, nor have our affairs administered by a court or a judicial officer, nor have our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We and our directors and officers have not been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.

Date:  
Place:

For.....(name of bidder)  
(Signature)

.....(name of authorized signatory)  
.....(designation)

**FORM-3****POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID**

*(To be executed on non-judicial stamp paper of appropriate value)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....[insert the name of the bidder]..... a company within the meaning of the Companies Act, 2013 and having its registered office at .....[insert address] .....(hereinafter referred to as the bidder) acting through .....[insert name of the person giving the Power of Attorney].....presently holding the position of ..... (insert designation of the person giving the Power of Attorney) having been authorized by the Board of Directors of the company, inter alia, to execute contracts in the name of and for and on behalf of the company do hereby constitute, appoint and authorize ..... (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against Bid Reference No. : 3079/SCTB dated 12/11/2020 issued by WBSCSTOBCDFC. We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before WBSCSTOBCDFC in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint above named person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE  
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For \_\_\_\_\_

(Signature, name, designation and  
address)

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

**FORM-4****CERTIFICATE OF CONFORMITY/ NO DEVIATION****{To be filled by the bidder}**

Managing Director,  
 West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
 Development and Finance Corporation (WBSCSTOBCDFC),  
 Block - CF, 217/A/1,  
 Sector - I,  
 Salt Lake,  
 Kolkata - 700 064.

Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

**CERTIFICATE**

This is to certify that, the specifications of supply of gents and ladies bicycles which we have mentioned in the Technical Bid, and which we shall supply if we are awarded the contract, are in conformity with the minimum specifications of the Bidding Documents and that there are no deviations of any kind from the requirement specifications.

Also, we have thoroughly read the Bidding Documents and by signing this Certificate, we hereby submit our token of acceptance to all the tender terms and conditions without any deviations.

We also certify that the price, we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired standards set out in the Bidding Documents.

Yours faithfully,

For.....(name of bidder)  
 (Signature)

.....(name of authorized signatory)  
 .....(designation)

**FORM-5****FINANCIAL CAPACITY OF BIDDER**

*(On the letter head of a qualified Chartered Accountant)*

Dated:[●]

**Certificate of Financial Capacity**

We certify that M/s, which is a company within the meaning of the Companies Act, 2013, as per its audited books of accounts, has the following Turnover in the last three financial years:

<b>Financial Year</b>	<b>Turnover</b>
2019-2020	
2018-2019	
2017-2018	

We further certify that the said Turnover have been calculated in accordance to the formula specified in the Bidding Documents.

We further certify that the bidder has a positive net worth, as on the date of submission of the bid, as per the formula provided in the Bidding Documents.

Name of Chartered Accountant:

Seal of Chartered Accountant:

**FORM-6****MANUFACTURING CAPACITY OF BIDDER**

*(On the letter head of a qualified Chartered Accountant)*

Dated:[●]

**Certificate of Manufacturing Capacity**

We certify that M/s ,which is a company within the meaning of the Companies Act,2013, as per its books and records, has manufactured the following number of bicycles in the last three financial years:

<b>Financial Year</b>	<b>No. of bicycles manufactured</b>
2019-2020	
2018-2019	
2017-2018	

Name of Chartered Accountant:

Seal of Chartered Accountant:

FORM-7MANUFACTURE'S AUTHORIZATION FORM (MAF)

(TO BE SUBMITTED ON MANUFACTURER'S LETTERHEAD, SIGNED BY A PERSON COMPETENT AND HAVING THE POWER OF ATTORNEY [notarized copy to be attached] TO BIND THE MANUFACTURER)

Date:

Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

Managing Director,  
West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
Development and Finance Corporation (WBSCSTOBCDFC),  
Block - CF, 217/A/1,  
Sector - I,  
Salt Lake,  
Kolkata - 700 064.

Dear Sir,

WHEREAS \_\_\_\_\_ who are official manufacturers of \_\_\_\_\_ and having manufacturing facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the "bidder") to submit a bid of the following products manufactured by us, for the Supply Requirements associated with the above Invitation for Bids.

(Delete as may be inapplicable)

1. Tyre
2. Tube
3. Chains

When resold by \_\_\_\_\_ these products are subject to applicable warranty in terms of your Bidding Documents.



**FORM- 8****UNDERTAKING ON AUTHENTICITY OF BICYCLES****{to be filled by the bidder}**

(on Rs.100/- Non Judicial Stamp Paper)

Managing Director,  
 West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
 Development and Finance Corporation (WBSCSTOBCDFC),  
 Block - CF, 217/A/1,  
 Sector - I,  
 Salt Lake,  
 Kolkata - 700 064.

Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

Dear Sir,

This has reference to the items being supplied/ quoted to you vide Bid Reference No.  
 \_\_\_\_/SCTB dated \_\_/11/2020.

We hereby undertake that all the components/ parts used in the gents and ladies bicycles supplied shall be genuine, original with new components /parts from respective original equipment manufacturers of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be used.

In case, we are found not complying with above at the time of delivery of the bicycles or later billed, we agree to take back the bicycles already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD for this bid or debar/ blacklist us or take suitable action against us.

Yours faithfully,

For.....(name of bidder)  
 (Signature)

.....(name of authorized signatory)  
 .....(designation)

**FORM- 9****UNDERTAKING ON RATE VALIDITY****{to be filled by the bidder}**

(on Rs.100/- Non Judicial Stamp Paper)

Managing Director,  
 West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
 Development and Finance Corporation (WBSCSTOBCDFC),  
 Block - CF, 217/A/1,  
 Sector - I,  
 Salt Lake,  
 Kolkata - 700 064.

Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

Dear Sir,

This has reference to the items being supplied/ quoted to you vide Bid  
 Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020.

We hereby undertake that:

- A. All necessary manufacturing and testing facilities of the bicycles being supplied under this bid exists in our factory and would be made available for inspection of the tender inviting authority whenever desired.
- B. No adverse action has been taken against us by any of the organization(s) whom we have supplied bicycles nor has any adverse report been obtained.
- C. The rate quoted by us shall remain valid for a period of 12 months from the date of award of the Contract.

Yours faithfully,

For.....(name of bidder)  
 (Signature)

.....(name of authorized signatory)  
 .....(designation)

**FORM -10****Form FIN-1 : Financial Situation**

Each bidder must fill in this form

Financial Data for previous 3 years

Year 1	Year 2	Year 3
(2019-2020)	(2018 - 2019)	(2017 - 2018)

**Information from Balance Sheet**

1. Total Assets
2. Total Liabilities (secured loans, unsecured loans and current liabilities)
3. Misc. expenditure to the extent not written off
4. **Net Worth (1-2-3)**
  - A. **Investments<sup>1</sup>**
  - B. **Current Assets**
    - i. Inventories
    - ii. Sundry debtors
    - iii. Cash & Bank and other current assets<sup>2</sup>
    - iv. Loans & Advances<sup>3</sup>

**Total Current Assets**
  - C. **Current liabilities and provisions**
    - i. Current liabilities and provisions
    - ii. Provisions
    - iii. Unsecured loans<sup>4</sup>

**Total Current liabilities and provisions**

### **Information from Income Statement**

Total Revenue

Profit before taxes

Profits after taxes

1. Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.
2. Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.
3. Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.
4. Amounts repayable within one year shall be included.

Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 3 years as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the bidder

- i) Historical statements must be audited by a certified accountant
- ii) Historical statements must be complete, including all notes to the Financial Statements.
- iii) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN-2 : Annual Turnover**

Each bidder must fill in this form

<b>Annual Turnover Data for the last 3 years</b>		
<b>Year</b>		<b>Amount (in INR Crores)</b>
2019-2020		
2018-2019		
2017-2018		

**FORM-11****FORM ELI - 1 : BIDDER'S INFORMATION SHEET****Bidders Qualification**

To establish its qualifications to supply the bicycles, the bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Name	
Year of constitution	
Address of registered office	
Name of authorized representative	
Designation	
Address	
Telephone Number	
E-mail address(es)	
Facsimile:	
Attached are copies of the following original documents.	
<input type="checkbox"/> 1. Memorandum and Articles of Association	
<input type="checkbox"/> 2. Authorization to represent the bidder named above	

**FORM - 12****LETTER OF FINANCIAL BID****{on bidder's letterhead}**

Date:

Managing Director,  
 West Bengal Scheduled Castes and Scheduled Tribes and Other Backward Classes  
 Development and Finance Corporation (WBSCSTOBCDFC),  
 Block - CF, 217/A/1,  
 Sector - I, Salt Lake, Kolkata - 700 064.

**Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020**

Dear Sir,

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instruction to Bidders (ITB) 8.
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of supply of bicycles annexed with the Bidding Documents.
- c) Apart from the rates in the Financial Bid, nothing extra or additional, on any head or account including tax, cess, duty, octroi, levy or GST shall be payable by the Corporation or the beneficiaries to whom such bicycles will be distributed.
- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

For.....(name of bidder)

(Signature)

.....(name of authorized signatory)

.....(designation)

**FORM -13****BID SECURITY BANK GUARANTEE**

.....Bank's Name, and Address of Issuing Branch or Office.....

Beneficiary: West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation, having its registered office at Block - CF, 217/A/1, Sector - I, Salt Lake, Kolkata - 700 064 (hereinafter referred to as "the Employer")

Date:

Bid Security No:

We have been informed that .....name of the bidder..... (hereinafter called "the bidder") has submitted to you its bid dated..... for the execution of ..... name of contract..... under Bid Reference No. :\_\_\_/SCTB dated \_\_/11/2020 (the "e-NIT")

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the bidder, We.....name of Bank..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. ....-/ (Rupees ..... only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions.

This Guarantee will expire: (a) if the bidder is the Selected Bidder, upon our receipt of copy of the Agreement signed by the bidder and the performance security issued to you upon the instruction of the bidder, or (b) if the bidder is not the Selected Bidder, upon the earlier of (i) our receipt of a notice from you that Agreement has been signed

with the Selected Bidder, or (c) upon the expiration of a period of 180 days, from the last date of submission of Bid in terms of the ITB.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the Employer. This Guarantee is unconditional.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and this Guarantee shall be valid till \_\_\_\_\_. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

.....Bank's seal and authorized signature(s).

**FORM -14**

Credentials of Bulk Supply having supplied at least 3,00,000 bicycles during the last three financial years to the Central or State Governments of India / Government Bodies in India

Sl. No.	Name of the Consignee	Address of the Consignee	Name of the Government Body / Agency	No. of Bicycles supplied	Total value of the Consignment	Time taken for supply (No. of days)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

**FORM-15****LIST OF DISTRIBUTORS / DEALERS**

<b>Sl. No.</b>	<b>District</b>	<b>Block</b>	<b>Name of Agency</b>	<b>Address</b>	<b>Name of Responsible Personnel</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**FORM -16****LIST OF AUTHORISED SERVICE CENTRES**

<b>Sl. No.</b>	<b>District</b>	<b>Block</b>	<b>Name of Agency</b>	<b>Address</b>	<b>Name of Responsible Personnel</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**FORM -17****FORM OF NOTIFICATION OF AWARD**

**(BY SPEED POST WITH ACK. DUE)  
(On the letter head of the Corporation)**

No. : \_\_\_\_\_ /

Dated :

Name &amp; Address of the bidder

Dear Sirs,

Sub: Bid Reference No. : \_\_\_\_/SCTB dated \_\_/11/2020

Ref: Your tender dated \_\_\_\_\_ and letter dated \_\_\_\_\_

This is to notify you that your tender for supply of the bicycles under reference has been accepted by us for a total Contract Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for supply of \_\_\_\_\_ bicycles (\_\_\_\_ ladies and \_\_\_\_ gents) as per specifications given in Section - IV of the Bidding Documents.

Pursuant to clause 13 of the Contract, you are required to furnish irrevocable unconditional Contract Performance Security for an amount equivalent to 10% (ten percent) of the Contract Price. Such security of an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) is thus required to be submitted within 7 days of issue of this Notification of Award.

The time allowed for supply of bicycles will be reckoned from the date of this Notification of Award.

You are requested to contact \_\_\_\_\_ (complete designation and address of the project-in-charge) for carrying out the Contract.

You are also requested to attend this office within 7 days from the date of issue of this letter for execution of the Agreement. It may be noted that no payment shall be made for any bicycle delivered by you till the Agreement is executed and till such time the Contract Performance Security has been submitted by you.

This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Notification of Award shall constitute a binding contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours faithfully,  
For WBCSTOBCDFC

Managing Director

We accept the above  
For \_\_\_\_\_

(Name of authorized signatory)  
(Designation)

## SECTION -IV

### CORPORATION'S REQUIREMENTS (CRQ)

West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development & Finance Corporation ("WBSCSTOBCDFC" or the "Corporation"), having its office at CF-217/A/1, Sector - I, Salt Lake, Kolkata-700 064, West Bengal has been mandated by the Government of West Bengal to procure 20,00,000 (twenty lakhs only) bicycles for students studying in West Bengal in Class IX, both boys and girls, in four packages comprising of 5,00,000 bicycles in each package, under the SaboojSathi scheme. The bicycles proposed to be procured must at least meet the Technical Specifications given below :

### TECHNICAL SPECIFICATIONS

#### **SPECIFICATIONS FOR LADIES BICYCLES**

Sturdy and conforming to following specifications:-

1	IS Specification	IS 10613 :2004 (with up to date amendments)
2	Brake System	Hand Operated Lever Brake
3	Colour	Metallic Blue & white combination
4	Frame P Bar	Bearing ISI Mark 623 : 2008
5	Fork	Bearing ISI Mark No. 2061:1995
6	Mudguard	Bearing ISI Mark No. 6218: 2008
7	Dimension of Seat Tube	As per IS 3404 :1966
(a)	Outer Diameter of Seat Tube	28.60 mm
(b)	Thickness of Seat Tube	1.63 mm
8	Saddle	PVC Saddle
9	Gear Bell Minimum size	Chromium Plated Steel Gear Bell

	of Gear Bell Cap	Diameter: 58 mm, Height: 20 mm
10	Lock	7 Lever Metallic Lock
11	Stand	Metallic Full Stand – Cycle Stand (Black Metallic Coated with Lock Assembly) Thickness: (a) Outer Strip: 2.65 mm (b) Inner Strip: 3.00 mm
12	Carrier	Metallic Black Coated Carrier- Carrier with 2 support legs Thickness: (a) Carrier Strip: 2.60 mm (b) Support Leg: 4.25 mm
13	Gear Case	Full Half Gear Case
14	Chain	Bearing ISI Mark 2403:1991
15	Basket	Front Basket Steel Netted with Black Coating Basket with Support Rod and Clamp Black Metallic Coated Height : Front: 26.0 cm, Back: 21.0 cm Size: Top: 26 cmX28 cm, Bottom:20 cm X 20 cm Thickness: Outer Beading: 4.30 mm Wire Mesh: 0.75 mm Support Rod Dia: 6.0 mm
16	Dress Guard	Metallic Dress Guard (both sides Black Metallic Coated) Thickness: (a) Outer Beading: 3.50 mm (b) Wire Mesh: 0.65 mm Area: (a) Right Side: 680 sq cm (b) Left Side: 680 sq cm (c) Span between 2 wires: not above 1 cm
17	Tyre	26" X 1-1/2" Bearing ISI Mark 2414:2005
18	Tube	As per Rim Size Bearing ISI Mark 2415:2004
19	Rim	26" X 1-1/2"
20	Thickness of Rim	As per IS 624: 2003

21	Size	20"
22	Pedal	Pedal as per IS 10613: 2004
23	Rim Tape	Rim Tape between Rim and Tube
24	Air Filling of Tubes	Air Filled with Standard Pressure
25	Warranty Card (For 3Yrs)	To be securely tied with each Bicycle
26	Stickers	Sticker Displaying Company's Name, Model No. and Serial No. of Bicycle etc. should be engraved or pasted in the Frame, Seat Tube, Top and Bottom Tubes, and other conspicuous places. The "SaboojSathi" logo should be displayed in the Front Basket.
27	Taggant Label	The Taggant labels are to be affixed with a 12 digit number. The number will consist of district code (2 digits) Block code (2 digits) year code (2 digits) supplier code (1digit) & serial number (5digits). This special Taggant label of approximate size 1.5 x 6 cm will contain micro lettered border with name of the Department & Brand name of bicycles. This will be used for verification by machine readable technology using electronic authenticator reader.
28.	Chain Wheel	As per IS 1281:1996
29.	Free Wheel	As per IS 1283:1995
30.	Cranks	As per IS 1281:1996
31.	Handle Bar	As per IS625:2006
32.	Seat Pillar	As per IS 626:2009
33.	Spokes	As per IS 630:2005
34.	Reflectors	As per IS: 10613: 2004, ISO 6742-2-2015 with up to date amendments

## SPECIFICATIONS FOR GENTS BICYCLES

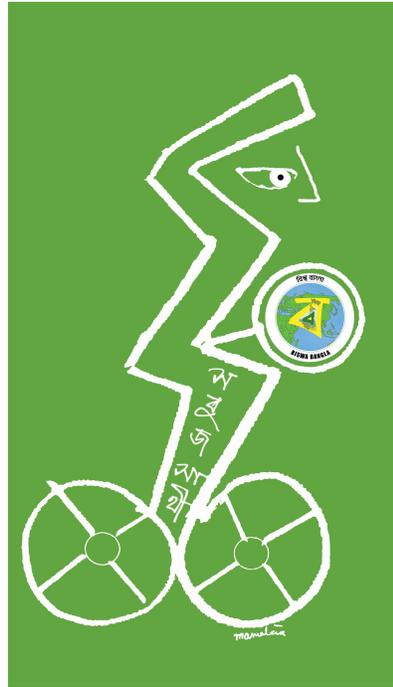
Sturdy and conforming to following specifications:-

Sl. No.	Detail	Specifications
1	IS Specification	IS 10613 :2004 (with up to date amendment)
2	Brake System	Hand Operated Lever Brake
3.	Colour	Metallic Blue & White combination
4.	Frame S/Bar - Gents	Bearing ISI Mark 623 : 2008
5.	Fork	Bearing ISI Mark 2061:1995
6.	Mudguard	Bearing ISI Mark 6218:2008
7.	Dimension of Seat Tube	As per IS 3404-1966
	a) Outer Diameter of Seat Tube	28.60 mm
	b) Thickness of Seat Tube	1.63 mm
8.	Saddle	PVC Saddle
9.	Gear Bell	Chromium plated Steel Gear Bell
	Minimum size of Gear Bell Cap	Diameter:58mm, Height :20mm
10.	Lock	7 Lever Metallic Lock
11.	Stand	Full Stand – Cycle Stand (Black Metallic Coated with Lock Assembly)
		<b><u>Thickness:</u></b>
		(a) Outer Strip:2.65 mm
		(b) Inner Strip:3.00 mm
12	Carrier	Metallic Black Coated Carrier Carrier with 2 support legs
		<b><u>Thickness:</u></b>
		(a) Carrier Strip: 2.60 mm
		(b) Support Leg: 4.25 mm
13	Gear Case	Full Half Gear Case
14.	Chain	Bearing ISI Mark 2403:1991

15.	Chain Wheel	As per IS 1281:1996
16.	Free Wheel	As per IS 1283:1995
17.	Cranks	As per IS 1281:1996
18.	Handle Bar	As per IS625:2006
19.	Seat Pillar	As per IS 626:2009
20.	Spokes	As per IS 630:2005
21.	Basket	Front Basket Steel Netted with Black Coating Basket with Support Rod and Clamp Black Metallic Coated <u>Height: Front: 26.0 cm, Back: 21.0 cm</u> <u>Size:Top:26cm x 28 cm, Bottom:20 cm x 20 cm</u> <u>Thickness: Outer Beading : 4.30 mm</u> Wire Mesh: 0.75 mm Support Rod Dia: 6.0 mm
22	Tyre	26" x 1½" Bearing ISI Mark 2414:2005
23	Tube	As per Rim Size Bearing ISI Mark 2415:2004
24	Rim	26" x 1½" conforming to IS624:2003
25.	Thickness of Rim	As per IS 624:2003
26	Size	20" with adjustable sit upto 1.5"
27	Pedal	Pedal as per IS 10613: 2004
28	Rim Tape	Rim Tape between Rim and Tube
29	Air Filling of Tubes	Air Filled with Standard Pressure
30	Warranty Card	Warranty for 3 (three)years is to be provided for the bicycle to be supplied.
31	Stickers	Sticker Displaying Company's Name, Model No. and Serial No. of Bicycle etc. should be engraved or pasted in the Frame, Seat Tube, Top and Bottom Tubes, and other conspicuous places. The "SaboojSathi" logo should be displayed in the Front Basket.

- 32 Taggant Labels As per the requirement.
- 33. Reflectors As per IS 10613: 2004, ISO: 6742-2-2015 with up to date amendment

**Logo of SaboojSathi will be as follows:**



## SECTION - V

### GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) **Definitions-** The following words and expressions shall have the meanings hereby assigned to them-
- a) "Act" means the West Bengal Goods and Services Tax Act, 2017.
  - b) "Completion" means completion of supply of the Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - c) "Contract" means the Agreement entered into between the Corporation and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
  - d) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
  - e) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - f) "Corporation" means West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes Development and Finance Corporation.
  - g) "Day" means calendar day.
  - h) "Delivery" means the transfer of the Goods from the Supplier to the Corporation in accordance with the terms and conditions set forth in the Contract.
  - i) "GCC" mean the General Conditions of Contract.
  - j) "Goods" means all of the commodities, raw material, machinery and equipment, documents, guarantees/ warrantees and/or other materials that the Supplier is required to supply to the Corporation under the Contract.
  - k) "Rules" means Rules framed under the West Bengal Goods and Services Tax Act, 2017.
  - l) "Site" where applicable, means the place of installation, testing, delivery of the Goods or any other place named in the Bidding Documents.

m) "Supplier" means the Company, whose bid to perform the Contract has been accepted by the Corporation and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

In the GCC, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record. The marginal words and other headings shall not be taken into consideration in the interpretation of the GCC.

## 2) **Contract Price**

Contract Price shall mean the total Contract Price referred to in the Agreement.

Unless otherwise stated:

- (a) payment for the supply of Goods shall be made on the basis of the Contract Price;
- (b) all charges for delivering at the various Sites fixed for delivery thereof from time to time shall be included in the Contract Price and nothing shall be payable on this account; and
- (c) the Supplier shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs.

## 3) **Communications / Notices-**

Wherever the GCC provides for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

**4) Governing Law and Language:**

- a) The Contract shall be governed by and interpreted in accordance with the laws of India.
- b) The language in the Contract shall be English only. The language for communication for the purpose of this Contract shall be English only.
- c) In addition to this, any document, which is in any language other than English, shall be translated to English and certified.
- d) If there are versions of any part of the Contract which are written in more than one language, the version which is in English shall prevail.
- e) The Supplier shall familiarize itself with the local laws and administration of West Bengal and comply with them.

**5) Scope of Supply-**

- a) Subject to the provisions in the Bidding Documents and the Contract, the Goods to be supplied shall be as specified in the Bidding Documents.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably

inferred from the Contract as being required for attaining delivery and completion of the Goods as if such items were expressly mentioned in the Contract.

6) **Delivery of Complete Bicycles (ladies as well as gents) -**

a) Subject to the conditions of the Contract, the delivery of the Goods shall be in accordance with the delivery and completion schedule to be provided by the Corporation from time to time and as may be revised by the Corporation from time to time. Completely fitted bicycles will have to be supplied at the Blocks/Municipalities fixed by the Corporation or where the same are planned to be handed over to the recipient or at such other place in the State as the Corporation may decide. However, delivery of the entire Goods in fully fitted condition shall have to be completed within 2 months from the date of issuance of Notification of Award / Work Order.

b) The Contract for the supply can be repudiated at any time by the Corporation, if the supplies are not made to its satisfaction after giving an opportunity to the Supplier of being heard and recording the reasons for repudiation.

c) The Supplier shall arrange to supply the ordered Goods as per specifications within the specified delivery/ completion period at various Municipalities / Panchayats and/ or their offices/ locations mentioned in the Bidding Documents and/ or Contract as may be revised from time to time.

d) The Corporation may, in its discretion, provide a designated space to enable the Supplier to store the parts of the goods and to enable it to complete the fittings of the bicycles before make delivery of the fully fitted bicycles in terms of this Bidding Documents.

7) **Supplier's Responsibilities:** The Supplier shall supply all the Goods included in the scope of supply in accordance with the provisions of the Bidding Documents and Contract.

8) **Corporation's Responsibilities -** Whenever local laws or the supply of Goods require that the Supplier obtain permits, approval, and other licenses from local

public authorities, the Corporation shall, if so required by the Supplier, make its best endeavour to support the Supplier in complying with such requirements in a timely and expeditious manner.

9) **Recoveries from Supplier**

- a) Recovery of penalty, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Corporation shall withhold amount to the extent of penalty, short supply/ installation /deployment, breakage and rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from dues of the Supplier and Performance Security available with the Corporation.
- c) The balance, if any, shall be demanded from the Supplier and when recovery is not possible, the Corporation shall take recourse to the Bengal Public Demand Recovery Act, 1913 or any other law in force.

10) **Taxes & Duties**

- a) The Supplier shall be entirely responsible for all taxes (including GST), duties, license fees, etc., incurred until delivery of the contracted Goods to the Corporation.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Corporation shall use its best endeavour to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

11) **Liquidated Damages**

- a) Subject to the provisions of GCC Clauses 21 - 'Force Majeure' and 16 - 'Extensions of Time', if the Supplier fails to deliver any or all of the Goods within the periods specified in the Contract or the delivery schedule fixed by the Corporation from time to time, the Corporation shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, on the basis of following percentages of value of Goods which the Supplier has failed to supply:-

No.	Condition	LD%
a.	Delay up to one fourth period of the specified period of delivery of procurement	0.50%
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery of procurement	1.00%
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery of procurement	2.50%
d.	Delay exceeding three fourth of the specified period of delivery of procurement	5.00%
e.	Delay equivalent to the total specified period of delivery of procurement or more	10.00%

b) Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.

c) Maximum liquidated damages will be 10% of Contract Price.

d) The sums of Liquidated Damages in terms of this clause represent a genuine pre-estimate of the damages likely to be suffered by the Corporation if such delay occurs.

d) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made in terms of clause 9(b) of the GCC.

## 12) Intellectual Property Rights Claims Indemnity

a) The Supplier shall, subject to the Corporation's compliance with sub-clause (b) below, indemnify and hold harmless the Corporation and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Corporation may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or

otherwise existing at the date of the Contract by reason of the supply of the Goods by the Supplier or the use of the Goods by the Corporation or its beneficiaries.

b) If any proceedings are brought or any claim is made against the Corporation arising out of the matters referred to above, the Corporation shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Corporation's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the Supplier fails to notify the Corporation within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Corporation shall be free to conduct the same on its own behalf and at the expenses of the Supplier.

d) The Corporation shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

e) The Supplier shall have to use such words, pictures, logo or a combination of words, pictures or logos as may be directed by the Corporation in the bicycles to be supplied by the Supplier, apart from the "Sabooj Sathi" logo already specified before distribution amongst the beneficiaries thereof without any additional cost and the Supplier shall have no objection to the same. The Supplier shall also remove if directed so to do by the Corporation, its trademarks, logos and other identifying features from such bicycles prior to supply thereof. The addition and removal as aforesaid shall be carried out by the Supplier neatly and without compromising the aesthetic quality of the bicycles.

### 13) **Performance Security**

The Supplier shall obtain (at its cost) a Performance Security for proper performance, equal to 10% of Contract Price prior to of signing the Contract Agreement.

The Performance Security, amounting to 10% of the Contract Price less the amount already submitted as Bid Security, shall be submitted by the Supplier in the form of a Bank Guarantee from a scheduled commercial bank.

The Supplier shall ensure that the Performance Security is / remains valid and enforceable for a period not less than 30 days after the Defect Liability Period as specified in clause 18 of the GCC. If the terms of the Performance Security specify its expiry date and the Supplier has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Supplier shall extend the validity of the Performance Security until the expiry of the Defect Liability Period.

The Corporation shall not make a claim under the Performance Security, except for amounts to which the Corporation is entitled under the Contract in the event of:

- (a) failure by the Supplier to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Corporation may claim the full amount of the Performance Security,
- (b) failure by the Supplier to pay the Corporation an amount due in terms of this Contract,
- (c) failure by the Supplier to remedy a default within such reasonable period as may be specified by the Corporation in its notice after receiving its notice requiring the default to be remedied, or
- (d) circumstances which entitle the Corporation to termination under sub-clause 23 (a) [Termination for Default], irrespective of whether notice of termination has been given.

The Corporation shall return the Performance Security to the Supplier within 21 days after the Supplier has become entitled to receive the Performance Certificate.

#### 14) **Transportation**

- a) Unless otherwise specified, obligations for transportation and delivery of the Goods shall be by the Supplier in accordance with the conditions and terms specified in the GCC.
- b) The Goods shall be supplied to the locations specified in the GCC. All transportation charges, local taxes, etc. shall be borne by the Supplier.

**15) Rejection**

- a) Goods not approved during inspection or testing shall be rejected and will have to be replaced by the Supplier at its own cost within the time fixed by the Corporation.
- b) If, however, due to exigencies, such replacement either in whole or in part, is not considered feasible, the Corporation after giving an opportunity to the Supplier of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected Goods shall be removed by the Supplier within 15 days of intimation of rejection, after which the Corporation shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the Supplier's risk and account.

**16) Extensions of Time**

- a) If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods pursuant to clause 6 of GCC - Delivery, the Supplier shall promptly notify the Corporation in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Corporation shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
- b) Except in case of Force Majeure, as provided under GCC, or reasons beyond the control of the Supplier under sub-clause (a) above, a delay by the Supplier in the performance of its delivery and completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to clause 11 of GCC - Liquidated Damages.

**17) Fitness of Goods**

a) The Supplier shall certify as per Form - 4 (Certificate of Conformity/ No Deviation) of Section III - Bidding Forms, that the supplied Goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in the Bidding Documents and are free from defects in material, workmanship and service.

b) Each bicycle supplied should conform strictly to the technical specifications indicated in Section IV - Corporation's Requirements of the Bidding Documents and the Block Development Officers/ District Magistrates/ representatives of the Corporation/ any agency appointed by the Corporation would be at liberty to get the bicycles tested in any manner whatsoever as may be considered necessary. In the event of any of the bicycles failing to conform to specifications, the entire lot supplied will have to be individually tested in a testing laboratory at the risk cost and expenses of the Supplier.

c) If during the contract period, the said Goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Corporation in that behalf will be final and conclusive), notwithstanding the fact that the Corporation may have inspected and/ or approved the said Goods, the Corporation will be entitled to reject the said Goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the Goods will be at the Supplier's risk and all provisions relating to rejection of Goods etc., shall apply. The Supplier shall, if so called upon to do, replace the Goods etc., or such portion thereof as is rejected by the Corporation, otherwise the Supplier shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Supplier in that behalf under this GCC or otherwise.

d) Goods accepted by the Corporation in terms of the GCC shall in no way dilute Corporation's right to reject the same later, if found deficient in terms of this clause of the GCC.

e) If the Corporation or the GoWB decides to appoint a third party agency for inspection and evaluation to measure the success of the project, the Supplier shall share all information and co-operate with such third party monitoring / agency.

**18) Guarantee / Warranty / After Sales Service (Defect Liability Period)**

The Supplier guarantees that the Goods would continue to conform to the description and quality as specified for a period of 3 years from the date of respective supply dates of the bicycles to be purchased and that notwithstanding the fact that the Corporation may have inspected and/or approved such bicycles, if during the aforesaid period of 3 years, the bicycles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Corporation in that behalf will be final and conclusive), the Corporation will be entitled to reject such of the bicycles as may be discovered not to conform to the said description and quality. On such rejection the bicycles so rejected, will be at the Supplier's risk and all the provisions relating to the rejection of bicycles shall apply. The Supplier shall if so called upon to do, replace the rejected bicycles or such portion thereof as called upon by the Corporation and in default the Supplier shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Corporation in that behalf under this GCC or otherwise.

The Supplier guarantees that all the Goods would be on supply dates be new, unused and at least meets or exceeds the Technical Specifications as provided in the Bidding Documents.

The Supplier further guarantees that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from defects in design, materials, and workmanship, under normal use.

Unless otherwise specified, the guarantee shall remain valid for 3 years from the date of last delivery of the bicycles. This guarantee shall cover all items / components irrespective of the fact whether the Supplier has manufactured these or not.

The benefit of the guarantee / warranty / after sales service shall without any act, deed or thing to be done by the Supplier or the Corporation be passed onto/ devolve for the benefit of the respective recipients of the Goods. For the purpose of working out of the clause of after sales service for the benefit of the respective recipients, the following method shall be followed: -

- (a) The recipients shall bring the bicycle to the authorized service centres of the Supplier as per the list provided in Annexure - C of Form of Agreement in Section - VI (Contract Forms) within the respective District and inform the personnel of the centre of the nature of the defects complained of.
- (b) Upon receipt of such information, the Supplier shall, within a period of 15 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Corporation or the recipients thereof.
- (c) If having been notified, the Supplier fails to remedy the defect within a period of 15 days, on being informed, the Corporation may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Corporation may have against the Supplier under the Contract.

The Supplier shall not change any of its authorized service centre in the period of the after sales service without making adequate alternative arrangements and without giving the Corporation at least 7 days prior notice in writing.

The Supplier shall submit a undertaking as per Form 7 - Manufacturer's Authorisation Form of Section - III (Bidding Forms), from all the respective

Original Equipment Manufacturers (OEMs) mentioning the fact that the Goods to be supplied by them are covered under comprehensive guarantee and support for the prescribed period.

The Supplier will have to ensure that after sales service is provided for the bicycles supplied for a period of one year from the date of supply in respect of each of the Goods. Warranty cards will have to be issued against each bicycle stamping thereupon the period of warranty and the extent of its coverage. A list of authorized service centres within the district where after sales services would be available shall also be supplied with each bicycle. Failure to provide satisfactory after sales services will attract forfeiture of Performance Security and/or Bank Guarantee.

**19) Performance Certificate**

Performance of the Supplier's obligations shall not be considered to have been completed until the Corporation has issued the Performance Certificate to the Supplier after completion of the Defects Liability Period, stating the date on which the Supplier completed its obligations under the Contract to the satisfaction of the Corporation.

Only the Performance Certificate shall be deemed to constitute acceptance of the supply / delivery of the Goods to the satisfaction of the Corporation.

**20) Limitation of Liability** - Except in cases of gross negligence or willful misconduct:-

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalty to the Corporation; and

(b) the aggregate liability of the Supplier to the Corporation, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the

Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Corporation with respect to infringement of laws relating to intellectual property rights.

**21) Force Majeure**

a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For the purposes of this Contract, Force Majeure would be limited to the happening of the one or more of the exceptional events or circumstances listed below at the place where performance of the Contract cannot be said to be carried out by reason of operation of such event: -

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Supplier's personnel and other employees of the Supplier;
- (iv) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

c) If a Force Majeure situation arises, the Supplier shall promptly notify the Corporation in writing of such condition and cause thereof. Unless otherwise directed by Corporation in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at its cost for performance not prevented by Force Majeure event.

**22) Change Orders and Contract Amendments**

a) The Corporation may at any time order the Supplier through notice in accordance with clause 3 of the GCC - 'Communications/Notices' above, to make changes within the general scope of the Contract in any one or more of the following:

- i) drawings, designs, specifications, of the Goods;
- ii) the method of delivery; and
- iii) the place of delivery.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery and completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 28 (twenty-eight) days from the date of the Supplier's receipt of the Corporation's change order.

c) Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

d) Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 10% of the value of Goods of the original Contract and shall have to be made within one month from the date of last supply. If the Supplier does not carry out such supply of additional Goods as per amendment order within the time fixed for such supply, the Corporation shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

## 23) Termination

### a) Termination for Default-

- (i) The Corporation without prejudice to any other remedy under the Contract for breach of contract by notice of default sent to the Supplier, may terminate the Contract in whole or in part:
    - (a) If the Supplier fails to deliver any or all quantities of the Goods within the respective periods specified in the Contract, or any extension thereof granted by the Corporation pursuant to clause 16 of the GCC - Extensions of Time; or
    - (b) If the Supplier fails to perform any obligation under the Contract.
  - (ii) In the event the Corporation terminates the Contract in whole or in part, pursuant to clause (i) above, the Corporation may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed and the Supplier shall be liable to the Corporation for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- b) **Termination for Insolvency** - The Corporation may at any time terminate the Contract by giving notice to the Supplier, if the Supplier becomes bankrupt or is otherwise declared insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.
- c) **Termination for Convenience** -
- (i) The Corporation, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.
  - (ii) The notice of termination shall specify that termination is for the Corporation's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
  - (iii) The Goods that are complete and ready for shipment at the time of Supplier's receipt of the notice of termination may, if required, be accepted by the Corporation at Contract terms and prices.

**24) Dispute Resolution Mechanism -**

Unless settled amicably, all disputes and differences shall be settled by the parties by arbitration. Unless otherwise agreed by both parties:

- (a) the dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996,
- (b) the dispute shall be settled by a sole Arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996,
- (c) the arbitration shall be held at Kolkata,
- (d) Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of the Contract, and
- (e) the arbitration shall be conducted in English.

**25) Local Conditions-**

- a) The Supplier is expected to get fully acquainted with local conditions and factors, which may have any effect on the performance of the Contract and/or cost.
- b) The Supplier is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of Letter of Award as described in the bidding documents. The Corporation shall not entertain any request for clarification from the Supplier regarding such local conditions.
- c) It is the Supplier's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Corporation.
- d) No change in the time schedule of the Contract or any financial adjustments arising thereof shall be permitted by the Corporation, on account of failure of the Supplier to know local laws / conditions.
- e) The Supplier is expected to obtain all information that may be necessary for preparing the bid.

**26) Income Tax and GST Registration Certificate/ GST Identification Number**

The Supplier shall hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Department of Income Tax, Government of India and shall have GST Registration Certificate/ GST Identification Number. The title of the Goods and risk associated with the Goods shall pass from the Supplier to the Corporation at the point of delivery of the complete bicycles as per specifications to the Contractor and acceptance thereof. The sale for the purpose of West Bengal GST Act shall be deemed to be taken place within the State of West Bengal at the point of delivery of the complete bicycles. The Supplier shall accordingly be liable to pay GST and invoices raised by the Supplier shall mention the GST Identification Number.

27) **Terms of Payment**

- a) The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.
- b) No advance payment shall be made.
- c) The payment will be made by the Corporation to the Supplier on complete satisfactory supply of bicycles in respective districts as per specifications after being duly inspected by the Block Development Officer (BDO) of each Block and upon certificate being issued in terms of clause 28(b) of the GCC hereinbelow.

28) **Payment Schedule**

- a) The Supplier's request for payment shall be made to the Corporation in writing, accompanied by invoices describing, as appropriate, the Goods delivered and by the required documents submitted pursuant to GCC and upon fulfillment of all the obligations stipulated in the Contract. Such bills shall be raised monthly.
- b) Bills against the supply will have to be raised in duplicate in the name of "WEST BENGAL SCHEDULED CASTES & SCHEDULED TRIBES & OTHER BACKWARD CLASSES DEVELOPMENT & FINANCE CORPORATION", along with supporting documents including supply challans etc. duly

received. Payment would be made from the Head Office of Corporation only after satisfactory completion of delivery of the requisite number of bicycles, fitted with all fittings and accessories as per specifications and obtaining certificates to that effect in the format prescribed at Annexure - A, from the respective Block Development Officers concerned, duly countersigned by the respective PO-cum-DWO/ DWO and finally by the District Magistrates/ Addl. District Magistrates. Statutory deductions like Income Tax would be made from the bills, at applicable rates.

- c) Due Payments shall be made promptly as far as possible within 15 days from receipt of all documents mentioned in clauses (a) and (b) above through treasury process by the Corporation.
- d) All remittance charges will be borne by the Supplier.
- e) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties, as applicable, for delay and non-performance, as mentioned in the Bidding Documents, will be deducted from the payments for the respective/ prospective quarters.

**29) Subcontracting**

The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Corporation.

**ANNEXURE - A**  
**TO WHOM IT MAY CONCERN**

Certified that M/s ..... has supplied .....  
(in words) ..... number of ladies bicycles and  
..... (in words) ..... number of gents  
bicycles for distribution among students of ..... Development  
Block in ..... District on (date) in terms of Work  
Order No. .... dated .....of West Bengal Scheduled Castes  
& Scheduled Tribes & Other Backward Classes Development & Finance  
Corporation.

The bicycles are completely fitted and conform to the specifications mentioned at  
Section - IV of the Bidding Documents. The Warranty Cards for each of the  
bicycles have also been received.

Date: ..... Block Development Officer  
Place: .....Development Block

Office Seal  
Countersigned

.....  
PO-cum-DWO/ DWO

Office Seal  
Countersigned

.....  
District Magistrate/  
Addl District Magistrate

**SECTION - VI**

**CONTRACT FORMS (COF)**

**FORM OF AGREEMENT**

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. \_\_\_\_\_ dated \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between WEST BENGAL SCHEDULED CASTES AND SCHEDULED TRIBES AND OTHER BACKWARD CLASSES DEVELOPMENT AND FINANCE CORPORATION (WBSCSTOBCDFC) hereinafter called the "Corporation" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. \_\_\_\_\_ hereinafter called the "Supplier" (which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Corporation had invited bids for procuring 20,00,000 bicycles for students studying in Class IX in the State of West Bengal in four packages comprising of 5,00,000 bicycles (ladies and gents) in each package under the Sabooj Sathi scheme and has by Notification of Award dated \_\_\_\_\_ accepted a tender submitted by the Supplier in respect of Bid Reference No. \_\_/SCTB dated \_\_/10/2020 (Package \_\_/4) for supply of \_\_ ladies bicycles and \_\_ gents bicycles at a total Contract Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

NOW THIS AGREEMENT WITNESSETH as follows :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. **Documents**

The following documents in conjunction with Addenda/Corrigenda to Bidding Documents shall be deemed to form and be read and construed as part of this Agreement viz.

- (i) Notice Inviting e-Tender
- (ii) Instructions to Bidders
- (iii) Bidding Forms
- (iv) Corporation's Requirements
- (v) General Conditions of Contract
- (vi) Contract Forms
- (vii) Amendment to Bidding Documents

3. **Previous Communications**

The Documents constitute the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Goods to be supplied in accordance with the Contract.

4. **Supply of Goods**

In consideration of the payment to be made by the Corporation to the Supplier as hereinafter mentioned, the Contactor hereby covenants with the Corporation to supply the requisite number of bicycles as per the Bill of Materials provided in Annexure - A, at the places mentioned therein in conformity in all respects with the provisions of the Contract. An entire list of the districts where the supply of bicycles has to be made by the Supplier along with the contact details of the personnel who will be responsible for taking delivery of the bicycles as per Annexure - B herein.

5. **Payment**

The Corporation hereby covenants to pay to the Supplier in consideration of the supply of the Goods and remedying of any defects therein till the Defect Liability Period, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

6. **Commencement of supply of Goods**

This Contract will remain in effect from \_\_\_\_\_ and continue till supply is completed by \_\_\_\_\_ unless terminated earlier in accordance with the provisions of the Contract.

7. **After Sales Service**

The list of authorized service centres of the Supplier is provided in Annexure - C herein. The recipients shall bring the bicycle to the authorized service centres of the Supplier as per the list provided in Annexure - C within the respective District for all after sales services.

8. **Acknowledgement**

The Supplier shall confirm acceptance of the terms of this Contract by signing and returning to the Corporation, the duplicate copy enclosed herewith within a period of 7 days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

<p>_____</p> <p>In the capacity of _____</p> <p>On behalf of M/s. _____</p> <p>( The Supplier)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name &amp; Designation)</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>For and on behalf of</p> <p>WBSCSTOBCDFC</p> <p>(The Corporation)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name &amp; Designation)</p> <p>1.</p> <p>2.</p>
---	--

**ANNEXURE-A****BILL OF MATERIALS (BoM)**

Supply of \_\_\_ nos. of complete ladies and \_\_\_ nos. of complete gents bicycles in good condition as per specifications is required to be supplied at the following delivery points :

<b><u>Sl. No.</u></b>	<b><u>Place of delivery</u></b>	<b><u>Approximate Quantity<sup>3</sup></u></b>

---

<sup>3</sup>Subject to change

**ANNEXURE-B****(Locations)**

The list of locations with Districts are as under:

Sl. No.	Municipality / Panchayat Name	Name of District	Relevant Office	Contact No.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

ANNEXURE-CLIST OF AUTHORISED SERVICE CENTRES

<b>Sl. No.</b>	<b>District</b>	<b>Block</b>	<b>Name of Agency</b>	<b>Address</b>	<b>Name of Responsible Personnel</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE***(To be executed on stamp paper of appropriate value)*

B.G. No.

Date: [●]

Managing Director,

West Bengal Scheduled Castes & Scheduled Tribes & Other Backward Classes  
Development and Finance Corporation (WBSCSTOBCDFC).**WHEREAS**

In consideration of WBSCSTOBCDFC having agreed under the terms and conditions of Contract made vide its Notification of Award No. \_\_\_\_\_ dated \_\_\_\_ in favour of \_\_\_\_\_, a company within the meaning of the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (here in after called "the said Supplier", which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) for 'Procurement of 20,00,000 bicycles for students studying in Classes IX in the State of West Bengal under Sabooj Sathi scheme' under Bid Reference No. \_\_\_\_/SCTB dated \_\_/11/2020 (Package \_\_/4) (hereinafter called the said "Agreement") the Supplier having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at \_\_\_\_\_ and one of the branch offices at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Supplier, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Supplier as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBSCSTOBCDFC an amount of Rs [●]/- (Rupees [●] only) (hereinafter referred to as the "Guarantee") as our primary

obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed.

2. Any such written demand made by WBCSTOBCDFC stating that the Supplier is in default of the due and faithful fulfillment and performance of the obligations of the Supplier contained in the bidding documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Supplier or any other person and irrespective of whether the claim of WBCSTOBCDFC is disputed by the Supplier or not merely on the first demand from WBCSTOBCDFC stating that the amount claimed is due to WBCSTOBCDFC by reason of failure of the Supplier to fulfill and perform its obligations contained in the bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 30 days after the Defects Liability Period as specified in clause 18 of the GCC and thereafter for such extended period as may be mutually agreed between the Corporation and the Supplier, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that WBCSTOBCDFC shall be the sole judge to decide as to whether the Supplier is in default of due and faithful fulfillment and performance of its obligations contained in the Bidding Documents and the

decision of WBSCSTOBCDFC that the Supplier is in default as aforesaid shall be final and binding on us, notwithstanding any differences between WBSCSTOBCDFC and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Supplier or the Bank or any absorption, merger or amalgamation of the Supplier or the Bank with any other person.
  
7. In order to give full effect to this Guarantee, WBSCSTOBCDFC shall be entitled to treat the Bank as the principal debtor. WBSCSTOBCDFC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBSCSTOBCDFC and the Bank shall not be released from its liability under these presents by any exercise by WBSCSTOBCDFC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of WBSCSTOBCDFC or any indulgence by WBSCSTOBCDFC to the said Supplier or by any change in the constitution of WBSCSTOBCDFC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for WBCSTOBCDFC to proceed against the said Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBCSTOBCDFC may have obtained from the said Supplier or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBCSTOBCDFC in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees..... only) and this Guarantee shall be valid till \_\_\_\_\_. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: \_\_\_\_\_

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

**SECTION - VII****SPECIAL PROVISIONS FOR LOCAL MANUFACTURERS**

1. The Government of West Bengal in its Finance Department has by UO No. Group T/2016-2017/0195 dated 22<sup>nd</sup> June, 2016, mandated 5% reservation policy in favour of small and medium new unitsentailing procurement of 20,00,000 bicycles in four packages for students (boys & girls) studying in Class IXin the State. In terms of such policy, in order to promote local manufacturers, augment employment generation capacities in the State and for various other good causes and consideration, the Corporation may procure from local manufacturers, subject to the terms and conditions of this Section, upto 5 % of the total amount of bicycles being procured in terms of this Bidding Documents.
2. The local manufacturer is not required to meet minimum eligibility criteria in respect of (a) Financial Capacity, (b) Technical Capability comprising of production capacity and (c) Experience/Credentials as detailed in e-NIT and the ITB.
3. However, any manufacturer, to be eligible as a local manufacturer for the purposes of this Section, must comply with the following requirements as to its technical capability and experience credentials :
  - (i) It shall be a company within the meaning of Companies Act, 2013;
  - (ii) Its registered office shall be located in the State of West Bengal;
  - (iii) It shall have a valid VAT Registration No. obtained under the WB Value Added Tax Act.
  - (iv) It shall have factory / manufacturing units of bicycles in the State of West Bengal;

- (v) It shall have a valid ISI certification/ license granted by the Bureau of Indian Standards in its name in respect of bicycle frames, forks and mudguards;
  - (vi) The bicycles proposed to be supplied to the Corporation shall meet the minimum Technical Specifications given in Section - IV (Corporation's Requirements);
  - (vii) It shall have a valid GST Registration Certificate/ GST Identification Number.
4. The local manufacturer, who intends to be considered for grant of award under the aforesaid scheme, shall indicate such intention by writing the following words at the front page of the uploaded bidding document :  
"BID UNDER SECTION - VII OF THE BIDDING DOCUMENTS".
5. For a local manufacturer, Earnest Money / Bid Security in respect of each of the packages shall be Rs. 20,000/- (Rupees Twenty Thousand only) to be deposited in the manner described in the Bidding Documents. Cost of Bidding Documents shall remain Rs. 10,000/- (Rupees Ten Thousand only).
6. A local manufacturer shall not be required to submit the following documents / forms as referred to in Section - III (Bidding Forms), while submitting their Technical Bid :
- (i) Form - 9;
  - (ii) Form - 12.
7. The local manufacturer will not be required to submit its Financial Bid.
8. However, all other terms and conditions contained in the Bidding Documents shall be required to be complied with by the local manufacturer *mutatis mutandis*.
9. Excepts the forms as mentioned in clauses 6 and 7 above, the local manufacturer shall upload all other forms, documents and certificates as

required in terms of the Bidding Documents *mutatis mutandis*. Failure to upload any form / document / certificate, will make the bid submitted by a local manufacturer, liable to be rejected as non-responsive.

10. The sample bicycles deposited by the local manufacturer will be tested by technical persons on behalf of the Corporation against the specifications mentioned in Section - IV (Corporation's Requirements) of the Bidding Documents. In order to ascertain the technical compliance and capability of the local manufacturer to supply the required bicycles, the Tender Evaluation Committee or any technical persons duly appointed by the Tender Evaluation Committee will inspect the factory of the local manufacturer and upon being satisfied by its ability to supply bicycles as per required specifications mentioned in Section - IV (Corporation's Requirements) of the Bidding Documents and compliance of all the terms and conditions of the Bidding Documents, unless specifically exempted herein, such local manufacturer shall be declared technically qualified. Name of such local manufacturers who are found to be technically qualified shall be declared as responsive bidder under this Section. The decision of the Tender Evaluation Committee will be final and absolute in this respect.
  
11. If in respect of any of the packages, there are more than one technically qualified local manufacturer, then all shall be treated at par. Technically qualified local manufacturers in respect of a particular package, shall then be asked to match the Financial Bid of the lowest bidder of such package. Such of the technically qualified local manufacturers, who agrees to match the Financial Bid of the lowest bidder in such package, shall be awarded contract for supply of bicycles in equal numbers or in such numbers, as the Tender Evaluation Committee in their sole discretion deem fit and proper, upon consideration of various factors, particularly the technical capacity and production capacity of such local manufacturers.

12. The Tender Evaluation Committee, in their sole discretion, if they deem fit and proper, having regard to technical capabilities, having regard to technical capabilities, ability to meet timeline and specifications and other relevant factors and for reasons to be recorded in writing, may not procure from the local manufacturer(s) applying under this Section the entire quote of 5% of the total amount of the bicycles in respect of one or all packages covered in this bid.
13. If no bidders are found qualified or eligible under this Section, the earmarked quantities (maximum of 5% of each Package) shall be awarded to L1 of the respective Package/ Packages.