



**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

EXPRESSION OF INTEREST

FOR

**PROCUREMENT OF UPTO 1,00,000 BICYCLES FROM
LOCAL MANUFACTURERS FOR STUDENTS (BOYS AND
GIRLS) STUDYING IN CLASS IX (ACADEMIC YEAR-2024)
IN THE STATE OF WEST BENGAL**

Ref. No. 19/SCTB

Date: 06/01/2025

NOTICE INVITING EXPRESSION OF INTEREST

*for procurement of upto 1,00,000 bicycles from local manufacturers for students
(boys and girls) studying in Class IX (Academic Year-2024) in the state of West
Bengal*

**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

Ref No. 19/SCTB

Date: 06/01/2025

West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development & Finance Corporation, a Government of West Bengal undertaking (hereinafter referred to as the "Corporation") intends to procure upto 1,00,000 (one lakh only) bicycles for students (both boys and girls) studying in Class IX in the academic year 2024 in Government/ Government aided schools and Madrasahs in West Bengal. The Corporation invites Expression of Interest from local manufacturers of West Bengal who may express their interest in compliance with the qualifying criteria as provided below.

Any applicant to be eligible as a local manufacturer for the purposes of this EOI must meet the following requirements as to its technical capability and experience credentials: -

- a) The applicant shall either be a registered/ unregistered partnership firm (including limited liability partnership) or a company limited by shares incorporated/registered under the applicable laws of India.
- b) The applicant shall be a manufacturer of bicycles or a manufacturer and assembler of bicycles or a manufacturer of bicycle components having its

factory/manufacturing unit in West Bengal.

- c) Joint applications by way of a consortium will be permitted provided that members of the consortium shall be either a manufacturer of bicycles or a manufacturer and assembler of bicycles or a manufacturer of bicycle components. Number of members in a consortium, however, shall not be more than 4 (four).
- d) In addition, an applicant/ all members of an applicant consortium shall be required to fulfill the following Technical Capacity and Financial Capacity criteria:
 - (i) **Technical Capacity requirements are as follows: -**
 - (a) The applicant and all members of the applicant consortium should either be a company incorporated under the Companies Act, 2013 or a partnership firm formed and registered under the Indian Partnership Act, 1932 or a limited liability partnership formed and registered under the Limited Liability Partnership Act, 2008 and in operation for at least 5 (five) preceding financial years (i.e., 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024) excluding the current year in which procurement is being undertaken.
 - (b) In case of a consortium, a duly stamped agreement in writing providing the structure of the consortium and regulating the profit sharing arrangement within the members of the consortium should be submitted, in the manner provided in the Joint Application Agreement form in Form - C of this Expression of Interest.
 - (c) In case of a consortium, the Lead Member of the consortium shall be entitled to represent such consortium before the Corporation through a Power of Attorney signed by all the members of the consortium as per the format given in Form-B of this Expression of Interest.

- (d) In case of a consortium, the Lead Member of the consortium should have a stake of at least 40% in the consortium and will be held responsible in all respects for fulfilling the requirements under this exercise. Other members of the consortium should have at least 15% equity stake in the consortium.
- (e) The applicant/Lead Member of the consortium shall produce records satisfactorily evidencing: -
- (i) Laboratory Test Report confirming that the specifications of the sample bicycles are in conformity with the technical specifications mentioned in this Expression of Interest.
 - (ii) That the applicant/ all members of the consortium cumulatively has the credential of manufacturing and assembling of minimum 8,000 bicycles/ bicycle components per annum during the last 3 financial years, i.e. 2021 - 2022, 2022 - 2023 and 2023 - 2024. In case of consortium, the Lead Member and other members of the consortium each should respectively meet at least 40% and 15% of the credential respectively. The applicant and in case of consortium, each member of the consortium shall furnish a certificate duly endorsed and issued by a Chartered Accountant as per the format given in Form - E of this Expression of Interest.
 - (iii) That the applicant and in case of consortium, the Lead Member and any other member in its own name, shall have a plant/ facility for manufacturing of bicycles or bicycle components in West Bengal, in operation, for the last 3 financial years, i.e. 2021 - 2022, 2022 - 2023 and 2023 - 2024.

- (iv) That the applicant/ any member of the consortium has obtained Test certificate in respect of sample bicycles from R&D Centre for Bicycle & Sewing Machine, Ludhiana or any other equivalent Govt. organization.
- (v) That the applicant and in case of consortium, any member possesses valid ISI certification/ license granted by Bureau of Indian Standards to original manufacturer in respect of bicycle frames, forks and mudguards.
- (vi) That the applicant and in case of consortium, all the members possess Udyam Aadhar registration certificate in their own name, which contains the nomenclature of the bicycle manufacturing unit and bicycle components manufacturing unit.
- (vii) GST Sales Certificate/ GST Return for the past 3 (three) financial years i.e. 2020-2021, 2021-2022 and 2022-2023, showing sales under HSN Code 8712/8714 submitted by the applicant/ all members of the consortium.
- (viii) Income Tax Returns and Audited Annual Statements of the last 3 financial years i.e. 2020-2021, 2021-2022 and 2022-2023 (assessment years 2021-2022, 2022-2023 and 2023-2024) submitted by the applicant/ all members of the consortium.
- (f) The applicant (either singly, or in consortium) shall submit one sample gents bicycle and one sample ladies bicycle, intended to be supplied by them, at the time of submission of application.
- (g) The manufacturing capacity as well as the existence of plant/ facility for manufacturing of bicycles or bicycle components in West Bengal, shall be ascertained by the Corporation not only on the basis of the

documents submitted by the applicants/ consortia but also by compulsorily carrying out prior visit of the manufacturing facilities of the applicants/ consortia and carrying out physical inspection and verification of such facilities through its representatives and only upon being satisfied as to the existence and the operating status of such manufacturing facilities.

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

The applicant/ all members of the consortium cumulatively shall have an Average Annual Turnover of at least ₹ 8,00,00,000/- (*Rupees Eight Crores*) only during the last 3 (three) financial years i.e. 2020-2021, 2021-2022 and 2022-2023. In case of consortium, the Lead Member and other members of the consortium each should meet at least 40% and 15% of the annual turnover criteria respectively. The applicant and in case of consortium, each member of the consortium shall furnish a certificate duly endorsed and issued by a Chartered Accountant as per the format given in Form-D of this Expression of Interest.

A. The bicycles proposed to be supplied to the Corporation shall meet the minimum Technical Specifications provided below: -

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 of Gear Bell Cap	Chromium Plated Steel Gear Bell 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 cm X28 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	<p>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</p>
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 3 Yrs)	To be securely tied with each Bicycle
26	Stickers	<p>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 "Sabooj Sathi" logo should be displayed in the Front Basket.</p>
27	Taggant Label	<p>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 (1 digit) & serial number (5 digits). This special Taggant label of approximate size 1.5 x 6 cm</p>

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 Minimum size of Gear Bell Cap	Chromium plated Steel Gear Bell Diameter:58mm, Height :20mm
10.	Lock	7 Lever Metallic Lock
11.	Stand	Full Stand – Cycle Stand (Black Metallic Coated with Lock Assembly) <u>Thickness:</u> (a) Outer Strip:2.65 mm (b) Inner Strip:3.00 mm
12	Carrier	Metallic Black Coated Carrier Carrier with 2 support legs <u>Thickness:</u> (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.	Crank	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</u> cm

		<u>Thickness: Outer Beading</u> : 4.30 mm
		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 "Sabooj Sathi" logo should be displayed in the Front Basket.
32.	Taggant Labels	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 (1 digit) & serial number (5 digits). 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.

33. Reflectors

As per IS 10613: 2004, ISO: 6742-2-2015 with up to date amendment

B. Mode of submission of EOI

Interested applicants including those applying by way of consortium, will have to express interest on their letterhead addressed to the Managing Director, West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development & Finance Corporation along with information as provided in Forms A to E and documents in support. Sealed cover containing the above documents should reach the office of the Corporation located at CF-217/A/1, Sector-I, Salt Lake, Kolkata - 700 064 latest by **3-00 PM of 21-01-2025**. Applications sent elsewhere or after the cut-off date and time will not be entertained under any circumstances. All the forms and documents submitted by the applicants along with their application letter should be duly signed and stamped on all pages, by their authorised representatives.

The applicants interested to obtain further information may contact office of the West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development & Finance Corporation at CF - 217/A/1, Sector - I, Salt Lake, Kolkata - 700 064 or mail their queries to dm.scstdfc@gmail.com/md.scstdfc@gmail.com.

The applicants/ consortia who meet the eligibility criteria as local manufacturers shall be shortlisted under the present EOI and supply orders shall only be issued in their favour, commensurate to their manufacturing capacity. If the application process does not result in any successful applicant/ consortia in the category of local manufacturers, who can be shortlisted under the present EOI, or after the placing of supply orders through the shortlisted applicants under this EOI (upon considering

their manufacturing capacity), there remains any quantity of bicycles within the earmarked quantity of 1,00,000 bicycles, over which no order can be placed upon the shortlisted applicants under this EOI, the Corporation will be at liberty to place supply order of the remaining quantity in favour of the Selected Bidder(s) of the packages arising out of Bid Reference No. 1413/SCTB dated 03/10/2024 issued by the Corporation.

The Corporation reserves the right to cancel the procurement process at any time without assigning any reason, whatsoever, and without entertaining any claim in this respect. It may also be noted that merely submission of Expression of Interest shall not in any way confer any right of award of contract to any applicant/consortium.

Schedule

Sl.	Activity	Date	Time
1	Publication of the EOI in the website	06.01.2025	6.00 PM
2	Pre-bid meeting	10.01.2025	4:00 PM
3	Last Date and Time for submission of interest	21.01.2025	3.00 PM
4	Evaluation of Technical Capacity Requirements	22.01.2025, 3:00 PM onwards	
5	Uploading list of applicants who have qualified in evaluation	By 27.01.2025	

C. Roles and Responsibilities of applicants/consortia :

- 1. Rate of supply of bicycle:** The applicant (either singly, or in consortium) shall be mandatorily required to supply each bicycle (both gents and ladies) at the all inclusive rate of ₹ 4099.10 (Rupees Four Thousand Ninety Nine and Ten Paise) only.

- 2. Performance Security:** The applicant and in case of consortium, the Lead Member shall furnish within 7 (seven) days from award of contract, Performance Security amounting to 3% of the value of the Work Order, for supply of the bicycles by Pay Order/ Banker's cheque / Demand Draft / Bank Guarantee in favour of "West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development & Finance Corporation" on acceptance of the Work Order. Failure of the applicant or the Lead Member in case of a consortium to submit the above mentioned Performance Security shall constitute sufficient grounds for cancellation of the Work Order. The format of the Performance Security to be submitted to the Corporation shall be provided by the Corporation subsequent to the award of contract.
- 3. Supply of bicycles as per Technical Specifications and within stipulated time period:** The applicant (including the applicant consortium) upon being awarded the contract of supply it shall supply the same and the quality of each bicycle to be supplied shall conform to the Technical Specifications as provided in this Expression of Interest. Further, the bicycles shall be supplied to the locations as may be specified by the Corporation within a period of 3 months.
- 4. Quantity of bicycles to be supplied:** The quantity of bicycles to be supplied by each of the technically qualified applicants shall be fixed by the Corporation on the basis of their manufacturing capability during the last three financial years & after being satisfied on physical verification of the manufacturing facility & the decision of the Corporation shall be absolute & binding. Such supply shall ordinarily be required to be made in tranches and for each tranche of supply; a Work Order shall be issued by the Corporation. However, supply against all the tranches entrusted

shall be completed by 3 months. Work Order for the subsequent tranches shall only be issued if the performance for the previous tranche was found satisfactory.

Sd-
Managing Director

Documents to be submitted with application

FORM - A

INFORMATION SHEET

1.1 Identity

(a) Name	
(b) Registered address	
(c) Phone number(s)	
(d) Email	
(e) Website	

1.2 Contact Person

(a) Name	
(b) Designation	
(c) Location	
(d) Mailing address	
(e) Phone number(s)	
(f) Email	

1.3 Profile

a) Type of organisation	
b) Registration/ Incorporation details (for companies, attach copies of certificate of incorporation with Memorandum and Articles of Association; for LLP, attach copies of certificate of incorporation with Deed of Partnership; for unregistered partnership, attach copy of Deed of Partnership)	
c) Age of the organisation	

Enclose with Form A, copies of the following documents:

- A. Laboratory Test Report confirming that the specifications of the sample bicycles are in conformity with the technical specifications mentioned in this Expression of Interest.
- B. Factory License for manufacturing facility(ies) located in West Bengal wherein, manufacturing of bicycles or bicycle components is undertaken.
- C. ISI certification/ license granted by Bureau of Indian Standards to original manufacturer in respect of bicycles, frames, forks and mudguards.
- D. Udyam Aadhar registration certificate containing the nomenclature of the bicycle manufacturing unit and bicycle spare parts manufacturing unit.
- E. GST Returns for the past 3 (three) financial years i.e. 2020-2021, 2021-2022 and 2022-2023, showing sales under HSN Code 8712/8714.

FORM - B

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

WHEREAS West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development and Finance Corporation (the "Corporation") has invited applications from interested parties for 'Procurement of upto 1,00,000 bicycles for students (boys and girls) studying in Class IX in the state of West Bengal for academic year 2024' (the "Project").

AND WHEREAS, the Corporation has allowed consortia of not more than 3 members to submit applications pertaining to the Project.

AND WHEREAS, _____, _____, _____, and _____ (collectively the "Consortium") being members of the Consortium are interested in applying for the Project in accordance with the terms and conditions of the Reference No. : 19/SCTB dated 06/01/2025 issued by the Corporation and other connected documents in respect of the Project.

AND WHEREAS, it is necessary for the members of the Consortium to designate one of the members as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, (1) _____ having our registered office/ office at _____, (2) _____ having our registered office/ office at _____, and (3) _____ having our registered office/ office at _____, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office/ office at _____ (acting through Mr. [•], its [•], Mr. [•], its [•], jointly or severally), being one of the members of the Consortium, as our Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the procurement process and, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its application for the Project, including but not limited to signing and submission of all applications and other documents and writings, participate in applicants' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the application of the consortium and generally to represent the Consortium in all its dealings with the Corporation, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's application for the Project and/ or upon selection thereof.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF 20**.

For (1) _____ (Signature)

(Name & Title)

For (2) _____ (Signature)

(Name & Title)

For (3) _____ (Signature)

(Name & Title)

[Notarised]

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the members of the consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the applicable laws.*
- *Also, wherever required, the applicant should submit for verification the extract*

of the charter documents and documents such as a board or shareholders resolution or any other resolution/ Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

- *Power of Attorney should be executed in West Bengal upon payment of stamp duty of appropriate value, as applicable in the state of West Bengal.*

FORM-C

JOINT APPLICATION AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS JOINT APPLICATION AGREEMENT is entered into on this the day of
..... 20...

AMONGST

1. {....., a company / partnership / limited liability partnership incorporated/registered under the } and having its {registered office/ office} at/ residing at (hereinafter referred to as the “**First Part**” or the “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company / partnership / limited liability partnership incorporated/registered under the } and having its {registered office/ office} at/ residing at (hereinafter referred to as the “**Second Part**” or the “**1st Non-Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company / partnership / limited liability partnership incorporated/registered under the } and having its {registered office/ office} at/ residing at (hereinafter referred to as the “**Third Part**” or the “**2nd Non-Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. {....., a company / partnership / limited liability partnership incorporated/registered under the } and having its {registered office/ office} at/ residing at (hereinafter referred to as the “**Fourth Part**” or the “**3rd Non-Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- (A) West Bengal Scheduled Castes, Scheduled Tribes & Other Backward Classes Development and Finance Corporation (hereinafter referred to as the “**the Corporation**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (“**applications**”) for Reference No. 19/SCTB dated 06/01/2025 (“**Expression of Interest**”) for selection of applicants for ‘*Procurement of upto 1,00,000 bicycles for students (boys and girls) studying in Class IX in the state of West Bengal for academic year 2024*’ (the “**Project**”).
- (B) The Corporation has found it necessary to allow consortia of not more than 4 members to submit applications pertaining to the Project.
- (C) The Parties are interested in jointly applying for the Project as members of a Consortium and in accordance with the terms and conditions of the Expression of Interest and other application documents in respect of the Project, and
- (D) It is a necessary condition under the Expression of Interest that the members of the Consortium shall enter into a Joint Application Agreement (the “**Agreement**”)

and furnish a copy thereof with the application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Expression of Interest.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the application process for the Project.

2.2 The Parties hereby undertake to participate in the application process for the Project only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is awarded any part of the Project, they shall be liable for performing all its obligations under the Expression of Interest.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium

during the application process and until the supply of the goods as stipulated in the Expression of Interest for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Expression of Interest.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

(b) Share of each Party in the proposed Consortium shall be as follows: -

(i) [●] (Lead Member) - [●]%

(ii) [●] - [●]%

(iii) [●] - [●]%

(iv) [●] - [●]%

(c) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Representations

In addition to the above, all the members of the consortium undertake not to change its shareholding in the Consortium till completion of the procurement process.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the procurement of the goods by the Corporation for the Project, in case any part of the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of any part of the Project, this Agreement will stand terminated.

9. Miscellaneous

9.1 This Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Corporation.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

For and on behalf of
SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART by:

FOURTH PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Application Agreement should be in accordance with the applicable laws.*
2. *Each Joint Application Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

FORM - D

FINANCIAL CAPACITY

(On the letterhead of a qualified Chartered Accountant)

(In the case of Consortium, each member of the consortium is required to furnish this form separately)

Dated: [●]

Certificate of Financial Capacity

We certify that M/s _____, which is a company/ LLP/ partnership, within the meaning of the _____ Act, _____, as per its books of accounts, has the following Turnover in the last 3 financial years:

Financial Year	Turnover
2022-2023	
2021-2022	
2020-2021	

We further certify that the said Turnover have been calculated in accordance to the formula specified in the EOI and the applicant has a positive net worth as on date.

Name of Chartered Accountant:

Registration No:

Unique Document Identification Number (UDIN):

Seal of Chartered Accountant:

Enclose with Form D, copies of the following documents:

- A. Audited Annual Statements for each of the financial years 2020 – 2021, 2021 – 2022 and 2022 – 2023.
- B. Income Tax Returns for each of the financial years 2020 – 2021, 2021 – 2022 and 2022-2023 (assessment years 2021 – 2022, 2022 – 2023 and 2023 – 2024).

FORM-E

MANUFACTURING CAPACITY

(On the letterhead of a qualified Chartered Accountant)

(To be provided by applicant or in case of consortium, each member of the consortium)

Dated:[●]

Certificate of Manufacturing Capacity

We certify that _____, which is a company within the meaning of the Companies Act, 2013, / a LLP within the meaning of the Limited Liability Partnership Act, 2008/ a partnership firm within the meaning of the Indian Partnership Act, 1932, as per its books and records, has manufactured the following number of bicycles/bicycle components per annum during the last three financial years:

Financial Year	No. of bicycles/bicycle components manufactured
2023-2024	
2022-2023	
2021-2022	

Name of Chartered Accountant:

Registration No:

Unique Document Identification Number (UDIN):

Seal of Chartered Accountant: