



BENGAL CHEMICALS & PHARMACEUTICALS LTD.

(A GOVT. OF INDIA ENTERPRISE)

Centralized Purchase Dept.: 6, Ganesh Chunder Avenue,
Kolkata 700 013

PHONE 033 22371525/26

Website: www.bengalchemicals.co.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from manufacturers / authorised agent, dealer, suppliers to supply "**Leasing of Ponds**" for our Panihati as per terms and conditions for the period one year.

Bidders will have to participate in bidding process through website <https://bcpl.euniwizarde.com>

SCHEDULE OF TENDER (SOT)

Tender No & Date	BCPL/23-24/ET/55, Dated: 27.03.2023
Mode of Tender	E - Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://bcpl.euniwizarde.com bcpl of ITI Ltd. The intending bidders are required to submit their offer Electronically through e-tendering portal. No physical tender is acceptable.
Date & Time of NIT Available to parties to download	17 th April, 2023 from 14:00 Hrs.
Last date and Time to participate	17 th April, 2023 till 14:30 Hrs.
Evaluation Start time and date	17 th April, 2023 @ 14:30 Hrs.
Transaction Fees	As per Tender
Last Date & Time for Submission Of EMD & Transaction fees	17th April, 2023 till 14:00 Hrs.

List of Annexure:

Important Instructions for e-tender -
General Terms and Conditions
Notice Inviting Tender & Others: -

Annexure – A.
Annexure – B.
Annexure – C.



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Annexure-A

Important Instructions for E-Procurement

Bidders are requested to read the terms and conditions of this tender before submitting your online tender.

Process of E-Tender:

A) Registration: The process involves vendor's registration with ITI e-procurement portal which is **free of cost**. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. ITI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT

[ehttps://bcpl.euniwizarde.com](https://bcpl.euniwizarde.com)

1). Vendors are required to register themselves online with <https://bcpl.euniwizarde.com> → e- Procurement of BCPL. Register as Vendor -- Filling up details and creating own user ID and Password → Submit.

2. After successful registration send request mail with acknowledgement slip to ewizardehelpdeske@gmail.com for account activation.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact ITI Ltd, (before the scheduled time of the e-tender). Contact person (BCPL): Dealing Officer's name :- Arindam Banerjee (Manager – Purchase)
Phone no. 033 – 2237 1525 / 26. E-mail:- bcplpfy@gmail.com

Contact person (ITI Ltd): Kumar Prakash- kkumarprakash@gmail.com (7278929467)

Vendors should upload the below mentioned supporting documents (based on their type of Organization) during registration process:

1. PAN Card (for Individuals, Indian and Foreign Bidders)/ TAN Card (for Foreign Bidders).
2. Certificate of Incorporation (for Indian organizations)/ Memorandum of Articles – MOA (for Foreign Organizations)/ Passport (for Individuals and Foreign Bidders)
3. GST (for Indian Organizations) / TAN Certificate (for Foreign Organizations).
4. An Address proof is also to be submitted in case of Individuals.
5. If the firm is registering in joint venture, they also need to upload deed agreement.

In case of all the bidders those who have already submitted their documents they need not have to submit any documents instead of EMD or EMD exempted certificate.

NOTE 1: 1) Uploaded copy of all these supporting documents must be self-attested by authorized signatory. Attested signature shall also be verified by Tender Wizard Helpdesk for further authentication process.

2) Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.



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3) E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the bidder. Tender is to be submitted through e-tender-mode only at website <https://bcpl.euniwizarde.com> along with scanned copies of credential papers.

4) For what so ever reasons, if any part of Bcpl tender document is not uploaded/ submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder.

5) Tenders completed as per instructions will be submitted through e-tendering mode only in the website <https://bcpl.euniwizarde.com> as per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.

NOTE 2: Bidding in e-tender:

a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in ITI website <https://bcpl.euniwizarde.com>.

c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Seller and the Vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.



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Annexure-B

General Terms & Conditions

1. Due date of submission of tender may be extended as per BCPL's discretion by releasing corrigendum in website of BCPL and ITI LTD.
2. EARNEST MONEY : **EMD** is applicable for Rs.50,000/- paid to Bengal Chemicals & Pharmaceuticals Ltd,ie ,DGS&D,MSME,SC,ST,OBC etc will be exempted as per policies. The EMD of the unsuccessful bidders will be refunded After finalization of the tender & the Successful bidders EMD will be kept as per Reserve fund, will be refunded after close of the tender.
3. SCOPE OF WORK: As per E-Tender Document
- 12 The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other Documents forming part of this Contract wherever the Contractso requires.
- 13 VALIDITY : 3 months from the date of Placing order.
- 14 EARNEST MONEY AND SECURITY DEPOSIT: As per tender Document.
- 15 The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II), The Bidder shall state clearly his quoted rates both in figures & words.
- 16 EVALUATION CRITERIA: As per relevant clause of Tender Document and H-1 will be evaluated on Landed cost where ST/ GST is considered as refundable component.
- 17 Arbitration any disputes arising out of and in relation to this agreement will be settled to arbitrator appointed DF/MD of BCPL. The arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Kolkata Courts and no other Court shall have the Jurisdiction.
- 18 JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

Annexure-C

<i>Transaction Fees</i>	SL No	Description of Jobs	QTY	UOM	Delivery Destination
Rs. 3,500 + GST by ITI Ltd for one or entire schedule as transaction fees, on the estimated cost @0.5% of actually qty or min to Rs.500/- & max Rs.3,500/- depends upon the value of Items	1	Tender for Leasing of Ponds	3	Nos	Panihati, Kol-114

Other terms & Conditions

1. Awarded bidders to supply for the contract duration to till 1 year from the date of Order from the date of placing order. No price escalation will be entertained during the same period.



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2. In-case the awarded bidder fails to supply BCPL will have full write for alternate resourcing. If the alternate resourcing price becomes high, BCPL will recover the price difference from the awarded defaulter vendor either from their outstanding or EMD.
 3. The transaction fees is non refundable.
 4. In-case of tax changes within the contract period due to upcoming GST implementation, the received basic prices will be considered along with the applicable taxes and evaluation will be carried out accordingly.
 5. Only technically qualified in terms of Transaction fees, Technical Specification etc will only be considered for price bid evaluation.
 6. The Price Bid of new vendors and those under vendor development program will be considered for price bid evaluation only after submission of sample and its successful QC report.
 7. All the participated items test report to be uploaded for technical check during technical evaluation. Test reports are irrelevant to Mfg and Exp Date.
 8. L-1 will be evaluated on Landed cost where GST is refundable hence has no impact on landed cost.
 9. **Payment Terms:** Full Payment will be done in advance. The Bid amount to be paid in advance from any Nationalized Bank/ Public Sector Banks (other than Co-operative Bank) in the name of "**Bengal Chemicals & Pharmaceuticals Ltd**" payable at Kolkata. Before starting of job.
 10. Delivery Schedule: Within maximum of 15days from the date of written call-up or intimation at respective works (Factory).



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11. Failure to supply the material for any of the above reasons will also entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of one year.
12. All decisions of BCPL will be final and binding.
13. In case, the supplier fails to deliver within 15 days BCPL will have full right to purchase from the alternative sources & the price difference will be recovered from the contract awarded defaulter vendor's outstanding/EMD.

Minimum Eligibility Criteria for qualifying in the Technical Bid.

- 1) This is only a price enquiry and not an order.
- 2) Rates so quoted shall be filled in ink or printed and shall be strictly as per this format.
- 3) Tenderers are required to sign and put their seal on all pages towards acceptance of the terms and conditions of this tenders.
- 4) Lease period will be of One (01) Years Only.
- 5) After execution of agreement, the Vendor hereby grants to use the said Ponds as an "as is where is, and whatever there is" condition basis. The Vendor may carry out the works for development of these ponds and make the same fit for fish farming at their own cost/expense without any claim against the Management.
- 6) Payment terms: The BID Amount shall be paid in advance Bank Draft / Pay Order of any Nationalized Bank / Public Sector Banks (other than Cooperative Bank) in the name of "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" Payable at KOLKATA, before starting Job.
- 7) The Vendor shall be responsible for developing these ponds with all applicable safety and statutory precautions. He/they may use these ponds for carrying out the Fish farming work and shall keep the said pond in proper condition at his/their own cost.
- 8) Vendor shall comply with the provisions of all the applicable labour laws, particularly Acts and any amendment / modifications thereto or any other law relating thereto and Rules made there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein The Act includes and amendments and rules framed therein from time to time.
- 9) The Vendor shall be exclusively responsible for the safe keeping and risks of the products and shall take out adequate safety /security measures for the same. The Management shall not in any manner be responsible for any loss, theft, pilferage or damage to any product of the Vendor under any circumstances whatsoever nor shall the Management be responsible for any injury or death caused due to the ponds to any person of the Vendor or under the Vendor under any circumstances. The vendor hereby indemnifies and shall continue to indemnify the Management from all claims, suits, costs, expenses, liabilities, losses or damages (including any third party claims) that may arise during the period of the Agreement and up to the date and time of returning back the vacant and peaceful possession of the said ponds back to the Management.
- 10) The Management shall also have the right to deploy its own security and may at any time enter and check the pond in question to ensure that the terms of this agreement are complied with or to comply with any law or protect the Management interest in any manner. Further, it is expressly understood by the Vendor that the constructive possession shall always rest with the Management.



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- 11) At any time during the period of this agreement, the Management shall have the option to terminate this agreement by giving one calendar month advance in writing to the Vendor without assigning any reasons and the Vendor shall stand accordingly stand terminated. The Management may also terminate the agreement in case of material breach of any terms and conditions of the agreement by the Vendor. However before termination the Management shall serve a written notice of 15 days to the Vendor asking them to ratify the breach within 30 days of the receipt of the notice, failing which the agreement may be terminated by the Management.
- 12) The Vendor shall not assign, transfer, sublet or part with the possession of the said pond or any portion thereof to any other person without the prior written consent of the Management.
- 13) The Vendor shall not at any time put any claim of ownership, lease, sublease, tenancy or sub tenancy or any other right or title in the said pond and this agreement shall not be construed to create any such right whatsoever in favour of the Vendor.
- 14) The Vendor shall observe all rules and regulations and directions given by BCPL ("BENGAL CHEMICALS & PHARMACEUTICALS LIMITED") Management.
- 15) The Vendor shall not do any' act or deed which may cause nuisance and annoyance to the Management and neighbours nor put any dangerous, illegal or prohibited substances in the pond. Vendors are further prohibited to carry out any illegal activities from the said ponds.
- 16) The Vendors shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Management after expiry of this Agreement of expiry of its renewal period or earlier termination whichever is earlier as the case may be without any hindrance, demur or encumbrance.
- 17) The Vendor shall not carry out any structural alterations or additions or changes in the said pond without the prior consent in writing of the Management.
- 18) In case of any failure on the part of the Vendor to return and give back vacant and peaceful possession of the said pond back to the Vendor, then the Management shall have the right to enter the premises and remove the Vendor and its goods, material, equipment, vehicles etc. at the cost and
- 19) EARNEST MONEY DEPOSIT: EMD of Rs. 50,000/- (Rs. Fifty Thousands only) is required to be submitted with this tender in the form of Pay order / Demand Draft /Pay Order of any Nationalised Bank / Public Sector Banks (other than Cooperative Bank) in the name of "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" Payable at KOLKATA.. Tenders will be rejected if EMD is not submitted with the tenders or amount is not in line with the amount called for. EMD shall be refunded interest free to all unsuccessful bidders. EMD of successful tenderer shall be adjusted in Security deposit. EMD Submitted earlier or lying with us will be adjusted (D.D details to be provided). The EMD so submitted will be converted into security deposit. The security deposit shall bear no interest whatsoever. The Management shall refund the said deposit after deducting applicable / pending dues if any and only upon getting vacant and peaceful possession of the pond. in the event of termination of this Agreement, the Management shall forthwith return the said deposit against delivery of the quiet, vacant and peaceful possession of the Pond by the Vendor. Vendors, who have submitted EMD earlier, will be adjusted with the tender.
- 20) In case of any disputes of differences between the parties the "DGM (HR& VIG)" of the Management shall amicably try to resolve the same; if the matter fails to be resolved the same shall be referred to a Sole Arbitrator to be appointed by "DGM (HR & VIG)" of the Management. The place of arbitration shall be KOLKATA.
- 21) BENGAL CHEMICALS & PHARMACEUTICALS LIMITED reserves the right to accept or reject the tenders/s or any part of the tender/s or all the offers any time without assigning any reasons.



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- 22) BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" CONTROL.
- 23) BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" shall delays for receipt of tenders etc on account of delays in postal /couriers.
- 24) The quantity of item/s of this tender, order (if given) is tentative and " BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" reserves the right to terminate and suspend the contract/order at any point of time basis requirement of the purchaser "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED";. No claim / compensation by the contractor/bidder shall be entertained due to any reasons thereof.
- 25) The Tenderer is advised to visit and examine the site at all locations and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract.
- 26) The Vendor shall submit Copy of Trade Licence, PAN Card, Voter I.D.Card /Aadhar Card etc.

Formats to be prepared in bidders letter head filled duly signed stamped and uploaded:

QUESTIONNAIRE- 01

(General information of the manufacturer / Authorized supplier)

1. Name & Address of the Supplier:

(a) Telephone No.

(b) Fax No.

(c) E-mail Address

(d) Name of contact person

(e) Whether proprietary/partnership/ Limited company.

(f) Specify whether SSI / MSME unit

2. How many years have you been in the: business of manufacturing/selling?

3. What is your annual production capacity?

4. Indicate the quantity you can supply BCPL: per month

5. What would be the minimum period: required to deliver the ordered quantity from the date of confirmed purchase order?

6. Have you been a supplier to any: Pharmaceutical Industry, if so give details of the name, address, quantity and values of orders received and executed during the last three year? (Attach separate sheet)

7. Kindly furnish the name and address of: the Transporter through whom the rejected material is to be returned on freight to pay basis.



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8. Annual Turn Over during the: last 2 years?
(Copy of P&L and Balance sheet to be attached.)

9. Details of tax registration:-

a) CST No. :

b) TIN No. and VAT No. :

10. Name & Address of your Banker(s):

A/C no. & Swift Code:

11. Any other details:

COA copy / Test certificate of the specified tendered item, which clearly shows the manufacturer name, specification etc for our Q/C approval for technical round clearance.

All the information provided herein is true & correct.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

To be printed on letter head and duly sign stampede and uploaded the scan copy:



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INDEMNITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of BCPL.

The supplier shall have no right to change the quantity stipulated in the supply order. Bid pronounced Non Responsive by BCPL shall be summarily rejected.

The decision of BCPL will be final and no correspondence on this shall be entertained. We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)



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QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA

Can you supply material as per our specification given in Schedule 'A'

1) Are you a Manufacturer/ Authorized Agent	YES/NO
2) In the case of an Authorized Agent,	
I. Have you enclosed a letter of confirmation from the manufacturer appointing you as authorized agent valid for period of 2017-2018	
ii. Also have you enclosed a letter from the manufacturer/Principal that the Product being offered is as per the Specification given in Schedule A? (In case of our approved vendor who has supplied the specified item before need to submit BCPL's order copy instead of OEM authorization to qualify)	YES/NO
3) COA copy (Test Certificate) / specification details of the tendered item..	
(Test Report/COA certificate/specification details of tendered item is mandatorily to submit in technical bid for qualify the technical round)	YES/NO

4. What is your annual production capacity?

5. What is your annual turnover?

(Please enclosed copy of Annual Report of the year 2019-20, 2020-21)



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QUESTIONNAIRE FOR VENDOR DEVELOPMENT

(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

1. Name & Address of the Manufacturer:

(a) Telephone No.

(b) Fax No.

(c) E-mail Address (d)

Name of contact person

(e)(i) Whether proprietary/partnership/ Limited company.

(ii)Furnish Name/'s, address, phone nos. of Proprietor/ Managing partner/ M.D / Director's (Attach Separate sheet)

(f)Specify whether SSI / MSME unit

2) Details of tax registration: - :

c) GST No.

3) Name & Address of your Banker(s) Account no. :

Swift Code

4) Annual Turn over

5) Do you have a Quality Control department? If yes, give the details of the facilities. : Yes/No

a) Do you have inspection for incoming materials: Yes/No

b) Do you have in process inspection facilities: Yes/No

Manager (Purchase)

BCPL, 6, Ganesh Chunder Avenue,

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ANNEXURE - A

Bid-Security Declaration

To

Deputy Manager / Manager (Purchase)
Purchase Department
Bengal Chemicals & Pharmaceuticals Limited
6, Ganesh Chunder Avenue, Kolkata – 700 013

Reference: (1) Enquiry No. _____ of FACT.
(2) Our Bid No. _____ dt.

I/We,..... irrevocably declare as under:

I/We understand that, as per Clause of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to BCPL’s rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by BCPL, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____(complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).