



**WEST BENGAL STATE FOOD PROCESSING
&
HORTICULTURE DEVELOPMENT CORPORATION LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
BENFISH TOWER (6th Floor)
31, G.N. Block, Sector-VKOLKATA – 700091**

No. 19/WBSFPHDCL/1770/2021-22

Date:22.06.2021

NOTICE INVITING E-TENDER

1. Invitation

Online tenders are hereby invited in two bid system from the reputed, experienced and bonafide nurseries having sufficient credential and financial capabilities for supplying the following **Dragon Fruit Plants** to the different Gram Panchyet of the districts of West Bengal.

STATEMENT OF SUPPLY

Name of the item	Variety and Characteristic	Qty	Place of delivery	EMD	Tender Fee	Period of Completion	Eligibility of <i>bidder</i>
Dragon Fruit Plants	Local Improved. Height-12 Inch and above well settled in poly bag (50 micron), Healthy and disease free	90,000 Approx.	At any destination of any Gram Panchyet of West Bengal	Rs. 20,000	Rs. 2,000	20 working days from the date of receipt of supply order	Experienced, Bonafied, having necessary credential

- In the event of e-filing, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the Digital Signature Certificates and submit the Technical Bid as well as the Financial Bid online on or before the last date and time given in the Notice Inviting e-tender.
- Both the Earnest Money (Rs 20,000/-) and Tender Fees (Rs 2,000/-) are to be deposited in favour of **West Bengal State Food Processing & Horticulture Development Corporation Limited** through ICICI Payment Gateway failing which the tender will be treated as informal.
- Both Technical and Financial Bids are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in> as per scheduled date and time. The documents submitted by the bidder should be properly indexed and self – attested with seal.
- The **Financial Offer** of the prospective bidder will be considered only if the **Technical Bid** of the bidder is found valid by the **Tender Committee** of **WBSFP&HDCL**. **The decision of the Tender Committee**

will be final and binding on all concerned and no challenge against such decision will be entertained.

Date and Time Schedule

Sl. No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. and other Documents (Online)	22.06.2021
2.	Documents download start date (Online)	22.06.2021
3.	Bid proposal submission start date (Online)	22.06.2021
5.	Documents download end date(Online)	7.07.2021 up to 12 P.M.
6.	Bid proposal Submission end date (Online)	7.07.2021 up to 2 P.M.
7.	Last date of Earnest Money Deposit (Online)	7.07.2021 up to 2 P.M.
8.	Date & Time of opening of technical bids (Online)	9.07.2021 at 2 P.M.

2. Eligibility criteria for participation in the Tender

- i. Experienced bonafied Bidders nurseries .
- ii. The prospective Bidder should have credential for supply of horticultural saplings of an amount not less than Rs 5 lakhs in any two years, either singly or cumulatively, in the last three preceding FY, i.e 2018-19, 2019-20, 2020-21 to any State/ Central Government Organizations or State/ Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals.
- iii. The Bidder must submit the copy of the Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority for supplying the Horticultural Sapling. The said Certificate should contain the particulars of the items supplied, period of supply and the total value of supply.
- iv. The minimum turnover of the Bidder should be atleast Rs. 5,00,000/- per annum.
- v. Profit& Loss Statements and Balance Sheets for two years within the period from 2018-19 to 2020-2021.
- vi. Location of the nursery should be furnished by the Bidder in Annexure II.
- vii. The prospective Bidders must have the following documents in support of their Technical Qualification:
 - PAN

- Professional Tax for the period FY 2021-22
- Trade license/ Certificate of Enlistment (valid upto 31.03.2021)
- IT return of the preceding 3 Financial Years i.e. FY 2019-20, 2018-19, 2017-18
- Profit& Loss Statements and Balance Sheets for two years within the period from 2018-19 to 2020-2021.

3. Collection of Bid Documents

The bidder can search and download the NIT and Tender Documents electronically from the computer once he logs on to the website, as mentioned, using the Digital Signature Certificate. This is the only mode of collection of Tender Document.

4. Submission of Tender

Tenders are to be submitted online only, on the e-tendering portal in the stated folders, one is Technical Bid and the other is Financial Bid, before the scheduled date and time using a valid Digital Signature Certificate.

5. Mandatory documents requirement

A. For Technical Proposal

The technical proposal shall contain the signed and scanned copies of the following:

- i. NIT with all terms and conditions
- ii. Application in Annexure I
- iii. Undertaking in prescribed format
- iv. Earnest Money Deposit and Tender Fees, as deposited through ICICI Bank Payment Gateway
- v. Credential for supply of Horticultural Sapling
- vi. PAN
- vii. Professional Tax for the period FY 2021-22
- viii. Trade license/ Certificate of Enlistment (valid upto 31.03.2021)
- ix. IT return of the preceding 3 Financial Years i.e. FY 2019-20, 2018-19, 2017-18
- x. Profit& Loss Statements and Balance Sheets for two years within the period from 2018-19 to 2020-2021.
- xi. Turnover Certificate

The requisite documents are to be submitted in the respective folder of the E-Tender portal. Failure in submission of any of the above documents or in the prescribed

format shall render the Bidder liable to be rejected/ disqualified.

B. For Financial Proposal

The Financial proposal should contain-

Bill of Quantity (BOQ):- The Bidder is to quote the rate online in the space marked for quoting Zone wise rate per piece in the BOQ.

The rate is to be quoted in figure as well as in words.

The participant will be rejected in case it is uploaded in the folder of Technical Bid.

GENERAL TERMS AND CONDITIONS

1. Registration of Bidders

Any Bidder willing to take part in the process of e- Tendering will have to be enrolled and registered with the Government e-Procurement system/ Portal, <http://www.wbtenders.gov.in>. Each Bidder is to obtain a **Digital Signature Certificate** for submission of tenders from the approved Service Provider of the National Informatics Centre (NIC).

2. Collection of Bid Documents

The Bidder can search and download NIT and Tender Documents electronically from the Government e-Procurement system using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

3. Submission of Tender

Tenders are to be submitted online on the website <http://www.wbtenders.gov.in> in two folders at a time, one in Technical Proposal and the other in Financial Proposal, before the prescribed date and time, using the Digital Signature Certificate. The documents submitted by the Bidder should be properly indexed and self-attested with seal.

4. Earnest Money & Tender Fees

a. Online Deposition of Earnest Money & Tender Fees

Earnest Money and Tender Fees are to be deposited in favour of the **West Bengal State Food Processing & Horticulture Development Corporation Limited** through ICICI Bank Payment Gateway failing which the tender will be treated as informal. The Bidders desirous of taking part in the tender have to deposit Earnest Money @ Rs. 20,000/- (Rupees Twenty thousand Only) and Tender Fees @ Rs 2,000/- (Rupees Two Thousand only).

For deposition of Earnest Money (at the prescribed rate) & Tender Fees, the Bidders can refer to the user manual available in “Bidders Manual Kit (Point 10)”. Payment should not be made in Corporation’s Account directly. It should be deposited through options available on the tendering portal only.

b. Refund of Earnest Money deposit

The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFP&HDCL within 30 days from the date of finalization of tender, on receipt of application from the bidder. In case of successful Bidder, the Earnest Money deposit will be released after 30 days from the date of completion of supply. No interest on Earnest Money will be paid by the Corporation.

c. Forfeiture of Earnest Money deposit

Earnest Money deposit is liable for forfeiture in the event of:

- a) Withdrawal of offers, while offers are under consideration during the validity period.
- b) Non acceptance of supply order.
- c) Any unilateral revision made by the Bidder during the valid period of the offer.
- d) Failure to execute supply of the entire order or part thereof.

5. Clarification of Bidding Document

If there be any discrepancy or obscurity in the meaning of any clause of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to the Corporation marked to the ‘MD, WBSFP&HDCL’. The queries may be sent by email to wbsfphdcl@gmail.com.

The clarification given in response to the queries shall be final and binding on the bidder.

6. Amendment of Bidding Document

At any time, prior to the deadline for submission of bids, WBSFP&HDCL may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall form the part of the bidding document. Such amendments and clarifications will be published on the same website.

Prospective bidders are requested to visit the mentioned websites on a regular basis to keep abreast of any news. WBSFP&HDCL will bear no responsibility or liability for bidders failing to do so.

In order to afford the prospective bidders reasonable time in which to take the amendment into account in preparing their bids, WBSFP&HDCL may extend the deadline for submission of bids. Such amendments, clarifications etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

7. Responsive Bidders

Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids. Conditional/ incomplete tender will not be accepted under any circumstances. Bidders fulfilling all conditions and criteria set forth and qualifying in the Technical Bid as well as making submission of Financial Bid in stipulated manner shall be considered responsive.

8. Quoting the rates in BOQ

- a. The intending Bidders are required to quote the rate online. No offline Tender will be entertained.
- b. Bidders are to quote the rate Zone Wise per piece for supply of the planting material at any destination of the **Gram Panchayet** of the Districts of West Bengal falling under the particular Zone.
- c. All Tender prices quoted in the BOQ shall be inclusive of all kind of Taxes, Cess, charges including packaging, transportation, loading, unloading, carrying and delivery upto the destination, losses, insurance, if any etc.
- d. The price should be firm, final and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, other components, labor cost etc. and any changes or imposition of statutory levies till the completion of supply as per order.

9. Rate Validity

The rate shall remain effective ordinarily up to 120 days from the date of acceptance of Tender which may be extended further with mutual consent between the bidder and WBSFP&HDCL, unless terminated prematurely at its discretion and satisfaction.

10. Evaluation of Tenders for qualifying in Technical Bid

- a. All Tenders will be evaluated and compared on the basis of the submitted documents. The Tender Inviting and Accepting Authority will determine the eligibility of each bidder through a Tender Committee. The bidders shall have to satisfy all the clauses specified in eligibility criteria.
- b. During the scrutiny or before placing the Work Order, if it comes to the notice of the Tender Inviting Authority that the documents/ credential or any other paper submitted by the Bidder is incorrect/ manufactured/ fabricated, such Bidder's application/ offer shall be rejected without any prejudice.
- c. Technical proposal will be opened first by the Authorized representative of the WBSFP&HDCL electronically using Digital Signature Certificate.
- d. The Bidders may remain present at the office of WBSFP&HDCL during opening of Technical Proposals, if they so desire.
- e. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.

11. Evaluation of Tender for qualifying in Financial Bid

- a. Financial proposals of only those Bidders declared technically eligible by the Tender Inviting Authority will be opened electronically on the web portal on the prescribed date.
- b. The encrypted copies will be decrypted and the rates will be downloaded and read out to the Bidders remaining present at that time and to be handed over to the Tender Committee.
- c. Pursuant to the scrutiny and decision of the Tender Committee, the summary list of eligible Bidders whose Financial Proposals will be considered will be uploaded in the web portal.
- d. Lowest quoted rate shall normally be accepted. However, the Tender Inviting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded in writing.
- e. The Tender Inviting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all bids without assigning any reason whatsoever.

12. Inspection of the nurseries of the valid Bidder

The nursery of the valid Bidder may be inspected by the official representatives of the Corporation before issuance of the supply order.

13. Issue of supply order

The supply order will be issued to the L1 Bidder up to the available stock position of the requisitioned planting materials subject to the maximum of the certified capacity of the NHB

Further, the total requirement may increase / decrease by 10% or substantially more/ less of the quantity as mentioned above from time to time depending on the changing scenario.

Before issuance of the supply order, the Tender Inviting Authority may physically verify the credentials and other documents of the lowest bidder if found necessary. After verification, if it is found that the documents submitted by the lowest bidder are either manufactured or false, in that case, supply order will not be issued in favour of the said bidder under any circumstance and the Earnest Money deposited to this effect will be forfeited.

14. Splitting of Orders

The Corporation may decide to split the order amongst two or more bidders according to the exigencies of the case, at L1 rate.

15. Agreement

The selected Bidder shall have to execute an Agreement in the prescribed format with WBSFP&HDCL within 7 days from the date of receipt of the order. The format of the agreement shall be communicated to the selected bidder along with the order.

16. Completion period of supply

The Bidder shall undertake to complete the supply within 20 working days from the date of receipt of the supply order.

17. Changes in specification

No deviation from the specification prescribed by the Corporation will be accepted by the authority.

18. Adherence to the prescribed Specifications

No deviation from the specifications prescribed by the Corporation will be accepted by the Authority.

19. Right to accept any bid and/ or to reject any or all bids

The Corporation reserves the right to accept or reject any or all bids and to annul the tendering process and all bids prior to issue supply order, without thereby, incurring any liability to the affected Bidder or Bidders or any liability to inform the Bidder of the ground for such action.

20. Delay in supply & Penalty

It is emphasized by the Corporation and understood by the Bidder that the period of delivery, stipulated in the supply order is the essence of the work. It is admitted by the bidder that any delay in delivery may obviate the necessity of supply and thereby affect the interest of the Corporation. If the reason of delay is beyond the control of the Bidder/ bidder, then it should be communicated to the Corporation in writing for its necessary intervention and resolution.

If the bidder fail to deliver the plants within the time specified due to his fault or inefficiency, a sum equal to 0.5% of the price of the delayed material will be deducted from the final bill of the bidder/ bidder.

If the reason for non-supply or delay is beyond the control of the Bidder, the bidder has to communicate the difficulty, with valid justified reason, in writing to the WBSFP&HDCL, for non-imposition of the penalty.

21. Delivery of material

- a. The bidder has to supply the indented item upto the *Gram Panchayet* level of the concerned District within 20 working days from the date of receipt of the supply order.

- b. The delivery time will be within 10 AM to 5 PM. The bidder shall contact the receiving authority before supply of the indented items.
- c. The materials will be checked thoroughly by the recipient Authority at the point of delivery and put their finding with regards to the quality and quantity on the body of the supply challan. Sufficient time will be provided by the Bidder for checking the quantity and quality of the supplied materials at delivery point.
- d. The substandard materials (if any), lacking the specification, will be rejected outright and the bidder will be liable to replace the said quantity within 7 calendar days from the date of such rejection.
- e. Prior to putting the Certificate/ Acknowledgement on the challans, the recipient authority shall satisfy himself of the quality and quantity.

22. Grounds for Disqualification

- a. During scrutiny or at any stage of bidding process or even after issuance of supply order, if it comes to the notice of the Tender Inviting Authority that the Bidder has wilfully made any misleading or false representation in the documents/ statements and attachments submitted as the proof of the qualification requirements
- b. If the Bidder fails to complete the supply within the period stipulated in the supply order due to his own fault/ inconvenience

Then in both the cases, the Corporation shall reserve the right to forfeit the Earnest Money deposited by the Bidder and also debar him from participation in the Tender process of the Corporation for the next 3(three) consecutive years. The Corporation shall take necessary penal action, including initiation of the proceeding of blacklisting against the Bidder.

23. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Bidder or the Corporation, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as

- a. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, Government Conspiracy, riot, civil commotion and terrorist area.
- c. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any Government or de facto authority or ruler , or any other act or failure to act of any local Sate or National Government authority.
- d. Strike, Sabotage, lockout, lockdown, curfew, embargo, import restriction, port congestion, lack of usual means of public transportation, logistics and communication, industrial dispute,

- shipwreck, shortage of power supply, epidemics, pandemic, quarantine and outbreak of plague or other virus
- e. Earthquake, landslide, volcanic activity, torrential rain, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, pandemic, nuclear and pressure waves or other natural or physical disaster.
 - f. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within thirty days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
 - g. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.
 - h. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall :
 - Constitute a default or breach of the contract.
 - Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

24. Disputes

Any dispute arising out of any Terms and Conditions of the Tender, it shall be sought to be resolved initially through negotiation, failing which the same shall be referred to Sole Arbitrator, who shall be appointed by the WBSFP&HDCL in accordance and subject to the provision of the Arbitration and Conciliation (Amendments) Act, 2015.

The place of Arbitration will be Kolkata and the language shall be English.

The Award of the Arbitrator shall be binding on both the parties.

All disputes and Court cases are subject to the Jurisdiction of the Calcutta High Court only.

25. Negotiations

It is clarified that normally no rate negotiation will be done and therefore the Bidders should quote their lowest prices only, however, the Corporation may negotiate the rates with the L1 Bidder in exigencies, if required to do so.

26. Payment of Bill

- a. Invoice/ Bills, along with original receipted copy of Challan, have to be presented to the WBSFP&HDCL after completion of supply, upon which the payment shall be released by the Corporation within next 30 (thirty) calendar days to the **bidder** through Bank Transfer, to the **bidder's** acknowledged Bank Account, after deducting penalties, if any, arising due to sub standard/ delay supply.
- b. The details of the Bank Account (Account No. and IFSC Code, Bank Name and Branch) and name of the Account Holder shall be submitted along with the Bill. If these details are given on a separate page, then that page must also be signed by the same person who is signing the Invoice / Bills along with stamp / seal.

**MANAGING DIRECTOR
WBSFP&HDCL**

ANNEXURE – I
Application for participation in Technical Bid

To,
The Managing Director
WBSFP&HDCL
Benfish Tower (6th Floor)
31, GN Block, Salt Lake,
Kolkata – 700091

Sub: Supply of Dragon Fruit Plants
Ref No.: NIT 19/WBSFPHDCL/1770/2021-22 dated 22.06.2021

Sir/ Madam,

Having examined the terms & conditions of the above NIT, I do hereby submit the following information and relevant documents for furtherance of my proposal for participation in the tender –

Eligibility Particulars

Sl. No.	Particulars	Details thereof
1.	Name of the Bidder	
2.	a) Full Office address	
	b) E-mail ID	
	c) Mobile No.	
3.	Name of the contact person with Mobile number	
4.	a) Location of the Nursery	
	b) No. of Planting Material available	Crop: Variety: Qty Available:
5.	Documents to be submitted by the Bidder (scanned copies to be uploaded)	
	a) Tender documents	
	b) EMD & Tender Fees	
	d) Credential	
	e) PAN	
	f) Professional Tax	
	g) Trade License	
	h) Turnover Certificate	
	i) ITR	
	j) Profit & Loss Statements and Balance Sheets for two years within the period from 2018-19 to 2020-2021.	
6.	Any Other Point considered to furnish	

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UNDERTAKING

I do hereby undertake:

1. That all the information and documents submitted against the E-NIT no..... dated..... are true to the best of my knowledge and belief.
2. That I have also gone through all the terms & conditions and I undertake to comply with the same meticulously.
3. That the Earnest Money, Tender Fee and all other documents required for qualifying the technical bid have been submitted online.
4. That the rate quoted by me will be valid and binding upon me for the entire period as stipulated in the above E-NIT.
5. That I shall supply the planting materials maintaining the characteristics and specifications given in Annexure-I and shall replace the sub- standard materials at my own cost within 7 calendar days from the date of rejection.
6. That if I fail to complete the supply within the stipulated period due to my own fault/ inefficiency, the Corporation shall reserve the right to impose penalty and forfeit the Earnest Money and Performance Guarantee deposited by me and also debar me from participation in the Tender process of the Corporation for the next 3(three) consecutive years.
7. That I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal during the last three consecutive years up to the last date of submission of Tender.
8. That I have neither abandoned a supply nor any supply order issued has been rescinded during the last three financial years.

Place:

Date:

Signature of Bidder