

WEST BENGAL STATE FOOD PROCESSING

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Date: 05:05.2021

HORTICULTURE DEVELOPMENT CORPORATION LIMITED (A GOVT. OF WEST BENGAL ENTERPRISE) BENFISH TOWER (6th Floor)

31, G.N. Block, Sector-V KOLKATA - 700091

No. 01/WBSFPHDCL/1770/2021-22

NOTICE INVITING E-TENDER

1. Invitation

E-tenders are hereby invited from the reputed, registered and bonafide nurseriesduly accredited by National Horticulture Board or Department of Bio-Technology, Govt. of India(valid upto March,2021) and applied for renewal, if any, having sufficient infrastructure for raising of papaya seedling (Red lady variety) from Hybrid Seed in poly packet/ plug tray)and/or any suitable medium(zone wise) and transportation thereof the raised seedlings to the different Block of West Bengal(zone wise) as per requisition to be given from time to time on and from Auguest'2021 with minimum raising time of 75 days.

2. Scope of Work

WBSFP&HDCL is looking for Nurseries who will take up production of raising of papaya seedling (Red lady variety) from Hybrid Seed in poly packet/ plug tray and/or any suitable medium in different zonesof West Bengal and transportation thereof the raised seedlings to the different Block of West Bengal (Zone wise), with the following broad terms of reference:

- a. The raising of papaya seedling (Red Lady variety) from 20Kg. Seeds lying at Ayeshpur Farm, with a view to distribute the raised seedling to the different Block of West Bengal as per requisition to be given from time to time on and from Auguest'2021
- b. Ensure assured supply of raised seedling according to the timelines set by the
 - WBSFP&HDCL, which shall be communicated to the successful bidder by WBSFP&HDCL, immediate after completion of the tender process but minimum 75 days in advance from the date of execution of supply.
- c. The nursery/bidder should have capacity of production and supply of minimum 2.5-3 lakhs seedling in a month .
- d. Adhere to the specified quality standards and production protocols for the specified seedling.
- e. The Nursery shall employ personnel, labour, transportation, loading unloading and also all other inputs such as fertilizers, manures, pesticides and fungicides etc. at its own cost for the entire production.
- f. The Nursery shall bear all Operation and Maintenance expenses (electricity, telephone, security expenditure, fuel and repair works)

- g. Thefirst batch of papaya seedlingshould be to be ready for supply within first week of Auguest'2021 with seedling size between 8 inches and 12 inches(±2 inches). The seedlings must be healthy, with well mature roots and free from diseases.
- h. The product liability would be entirely on the Nursery and which will be entirely at the cost of Nursery. However the germination rate should not be less than 70% of the total quantity of supplied seedsi.e approx 9.5 Lakhs seedling out of 17 kg Seeds.
- WBSFP&HDCL will draw representative samples of the production randomly and have them
 checked for quality assurance, before final supply, and at any time during the production
 process.

3 PRE- QUALIFICATION CRITERIA

- a. The minimum turnover of the Agency in the business of same nature should be at least Rs.2 crore in any of the last 3 financial years.
- b. Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the bid are to be furnished.
- c. Bidders should be a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law. For Public Limited Companies, proof of enlistment in any Stock Exchange of India is required, if applicable.
- d. An Earnest Money Depositof Rs. 25 lakhs has to be deposited to WBSFP&HDCL in the form of bank guarantee or fix deposited pledge in favour of WBSFP&HDCL.
- e. The Nursery must have the sufficient area of land within West Bengal(own or lease hold) for sowing of 17 Kg. seeds (approx. 14 lakh seeds), and other infrastructure i.e. poly house, shade net house and boundary wall, security guard for protection of the seeds, within West Bengal.
- f. The applicant should furnish an undertaking to the effect that the Nursery has never been black listed in India or abroad.

4. Date and Time Schedule

Sl.No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of Tender. and other Documents(Online)	05.05.2021
2.	Documents download start date (Online)	05.05.2021
3.	Bid proposal submission start date (Online)	05.05.2021
4.	Pre- Bid Meeting	07.05.2021
5.	Documents download end date(Online)	11.05.2021upto 12.30 PM
6.	Bid proposal Submission end date(Online)	11.05.2021upto 12.30 PM
7.	Date & Time of opening of technical bids(Online)	13.05.2021at 2.PM
9.	Uploading of Technical Bid Evaluation Sheet	To be informed later

5. Eligibility criteria for participation in the Tender

Technical Criteria

- i. The prospective Bidder must have NHB/DBT Certificate (Valid upto March,2021 and applied for renewal, if applicable), Trade license/ Certificate of Enlistment valid upto 31.03.2021, PAN,Seed License, GST Registration Certificate, IT return for any two financial years within the period from 2017-18 to 2019-20and any further documents and information as mentioned in Annexure I.
- ii. The prospective Bidder should have credential of an amount not less than Rs.50,00,000/ (Rupees fifty lakh only) for supplying horticultural seeds/nurseries of fruit plantsto any State/Central Government Organizations or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals within the last two completed financial years.
- iii. The Bidder must have the copy of the Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority/certified by the licensed Chartered Accountant for execution of the work of similar nature. The said Certificate should contain the particulars of the items supplied, period of supply and the total value of supply.

6. Mandatory documents requirement

A. For Technical Proposal

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

- i. NIT DOCUMENT
- ii. Application in Annexure I
- iii. Payment Certificate or Work Completion Certificate as referred in Clause 3 above
- iv. PAN Card
- v. NHB Accreditation Certificate/DBT Certificate, valid upto March 2021, with renewal application, if applicable

- vi. Trade License/ Certificate of Enlistment, valid as on 31.03.2021
- vii. Seed License.
- viii. Income Tax Return for any two financial within the period from 2017-18 to 2019-20
- ix. GST Registration Certificate
- x. Document in respect of own or lease hold land in the name of the proprietor and/or Nursery.

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 may render the Bidder liable to be rejected.

B. For Financial Proposal

The Financial proposal should contain-

Bill of Quantity (BOQ):-The Bidder is to quote the rate for each seedling including all cost for raising the hybrid (Red Lady) papaya seedling for the different zones of West Bengal and transportation (for the different zones of West Bengal), loading and unloading and all other charges for deliver up to Block in the State of West Bengal online in the space marked in the BOQ.

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 offers from the approved Service Provider of the National Informatics Centre (NIC).

2. Collection of Bid Documents

The Bidder can search and download Tender Documents electronically from the Government e-Procurement system using the Digital Signature Certificate. This is the only mode of collection of Bid 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. 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. In case of successful bidder, the

Earnest Money deposit will be released within 90 days from the date of completion of the first batch of supply. No interest on Earnest Money will be paid by the Corporation.

5. Forfeiture of Earnest Money Deposit will be mandated under the following circumstances, save and except Force Majeure/Natural Calamities and for reasons beyond the control of either parties

- o Withdrawal of bid, while bids are under consideration during the tendering period.
- o Any unilateral revision made by the Bidder during the valid period of offer.
- o Failure to accept the "Letter of Intent" or execute the Agreement.
- o Failure to execute supply of the entire order or part thereof.
- o Providing false or fabricated information / documents.

6. Clarification of Bidding Document

- o 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' prior to the date fixed for pre-bid meeting.
- The queries may be sent by email also to <u>wbsfphdcl@gmail.com</u> up to one day before the date fixed for pre-bid meeting.
- The queries received by email up to one day before the date fixed for pre-bid meeting only shall be considered for response.
- Verbal queries will be accepted on the day of the pre-bid meeting. After the pre-bid meeting no query shall be entertained.
- The clarification given in response to the queries and issues raised in the pre-bid meeting shall be final and binding on the bidder.

7. 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 in response to pre-bid meeting will be published on the same website and also on the website of the Deptt. of Food Processing Industries & Horticulture (http://www.wbfpih.gov.in). 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.

8. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Bidder/Supplier 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.

9. 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.

10. Quoting the rates in BOQ:

- *i.* The intending Bidders are required to quote the rate online. No offline offer will be entertained.
- ii. All Bid prices quoted in the BOQ shall be inclusive of all kind of payable Taxes, Cess etc.

11. Rate Validity

The rate shall remain effective for **six months** from the date of acceptance of the Tender.

12. Evaluation of Tenders for qualifying in Technical Bid

- i. All Bids 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.
- ii. Technical proposal will be opened first by the Authorized representative of the WBSFPHDCL electronically using Digital Signature Certificate.
- iii. The Bidders may remain present at the office of WBSFPHDCL during opening of Technical Proposals, if they so desire.
- iv. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.

10. Evaluation of tenders for qualifying in Financial Bid

i. 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.

ii.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.

iii.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.

iv.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.

V.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.

11. Issue of supply order

The supply order will be issued to the L1 Bidder for raising and supplying the indented quantity of papaya seedling (Red lady variety). The timeline of supply to the blocks will be communicated to the successful bidder /supplied by WBSFPHDCL atleast 75 days in advance from the date of commencement of supply.

12. Period for completion of raising and supplying of the raised seedlings.

The Supplier shall undertake that the completion of raising of papaya seedlings (Red lady) and commencement of supply on and from Auguest'2021

13. 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 cancel the process and all bids prior to issue engagement letter, without thereby, incurring any liability of the affected Bidder or Bidders or any liability to inform the reason to the Bidder.

14.Disputes

Any dispute arising out of non-compliance of any Terms and Conditions of the Bid/Agreement/Contract 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 Corporation in accordance and subject to the provision of the Arbitration and Conciliation Act, 1996 and amended thereof.

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.

15. 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.

16. Payment of Bill

- i. The payment will be released within 30days from the date of receipt of the seedlings by the concern Block on submission of bills along with receipted challas of WBSFP&HDCL issued from time to time.
- ii. Concerned Statutory deduction, if any, will be deducted from the Bidder bill. No Mobilization Advance and Secured Advance will be allowed.

S/d

MANAGING DIRECTOR WBSFP&HDCL

Annexure -I

Application for participation in Technical bid

To, The Managing Director WBSFP&HDCL Benfish Tower (6th floor) 31, G.N, Salt Lake Kolkata- 700091

Sub: Raising of Hybrid Papaya Seedlings (Red Lady) from the seeds to be supplied by WBSFPHDCL.

Ref. No./WBSFPHDCL/1770/2021-22Date:00:04.2021

Sir/Madam,

Having examined the terms & conditions of the above Tender, 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 I.D.	
	c) Mobile No.	
3.	Name of the contact person with Mobile Number	
4.	Documents to be submittedby the Bidder (Scanned copies to be uploaded) a. Tender documents b. experience certificate c. PAN Card d. NHB Certificate/DBT Certificate e. Seed License f. Trade License g. Income Tax Return for any two financial year within the period from 2017 – 18 to 2019-20 h. Area of land i. No. of poly Houses with area and no. of shade net	Whether uploaded (Yes / No)

5 Any other points considered to furnish

UNDERTAKING

i.I undertake that all of the above information and documents furnished against the prescribed columns are true to the best of my knowledge and belief.

ii.I have also gone through all the terms & conditions meticulously and I undertake to comply with same sacrosanctly.

iii. The rate quoted by me will be valid and binding upon me for the entire period as stipulated in the Tender

iv. I undertake that I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals during the last three consecutive years up to the last date of submission of Tender.

Date:	Signature of the Applicant
Place:	