

WEST BENGAL STATE FOOD PROCESSING

&

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

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

NIT No. 233/WBSFPHDCL/1770/2020-21

Date:28.12.2020

NOTICE INVITING TENDER

1. Invitation

Sealed tenders are hereby invited in two bid system from the reputed, experienced and bonafide Contractors /Agencies having sufficient credential and financial capabilities for execution of the similar nature of work-

STATEMENT OF WORK

Name of the Work	Specification	Estimated cost (in Rs.)	Earnest Money(in Rs.)	Period of completion
Installation of	As annexed in	3,90,000.00	8000.00	15 days from the date of
Sprinkler/Fogger Irrigation	Annexure I			issue of work order.
System in Naturally				
Ventilated Poly Green House				
at Ayeshpur Farm, Nadia				

2. Scope of Work

- 1. Installation of Sprinkler/Fogger Irrigation System in Naturally Ventilated Poly Green House at Ayeshpur Farm, as per specification given in Annexure-I
- 2. To accomplish the work within the stipulated period.

3. Eligibility criteria for participation in the Tender

- I. The Bidder should be a bonafide, experienced and resourceful Proprietorship firm / Partnership firm / Private limited Company / Public Limited Company / Limited Liability partnership/ Co-operative Society / Society Registered in under appropriate provision of applicable laws
- *II.* The prospective Bidder must have valid Trade license/ Certificate of Enlistment, PAN, GST Registration Certificate, IT return for any two financial/ assessment years within the period from 2016-17 to2019-20.
- III. The prospective Bidder should have credential of an amount not less than Rs.1,00,000/(Rupees one lakh only)for similar nature of work at any State/Central Government Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or

Parastatal or any private enterprise within any year of the last three completed financial years.

IV. 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.

4. Mandatory documents requirement

A. For Technical Proposal:

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

- i. NIT DOCUMENT
- ii. Corrigendum, if any
- iii. Application in Annexure II
- iv. Payment Certificate or Work Completion Certificate as referred in Clause 3 above
- v. PAN Card
- vi. GST Registration Certificate
- vii. Trade License/ Certificate of Enlistment, valid as on 31.03.2020
- viii. Income Tax Return for any two financial/ assessment years within the period from 2016 17 to 2019 -2020 ix.

Earnest Money Deposit.

B. For Financial Proposal: The bidder has to quote the rate for Price Bid in the space given in Annexure-Ill

<u>Failure in submission of any of the above documents may render the Bidder liable to be</u> rejected.

5. Schedule for dropping of tender

Sl.No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. and other Documents(Online)	02.01,2021
2	Bid proposal submission start date	02.01.2021, Tender Box will be kept at the General Section of the Office of WBSFPHDCL, Benfish Tower (6 th floor), Sector-V, Salt Lake
3	Bid proposal submission end date	11.01.2021 up to 2:00 P.M.
4	Date & Time of opening of technical bids	11.01.2021 at 3.00 P.M. at the Office Chamber of the Dy. Director (Co op) at WBSFPHDCL

INSTRUCTION TO THE BIDDERS FOR TENDERING

1. Deposition of Earnest Money

The amount of Earnest money @ 2% of the estimated amount i.e. @ Rs. 8,000/- (Rupees eight thousand only) put to tender in the shape of Bank Draft or Pay order of any Scheduled Bank to be drawn in favor of the WBSFP&HDCL.

2. Refund of Earnest Money Deposit

The Earnest Money of all unsuccessful bidders will be refunded by the WBSFP&HDCL within 30 days. In case of successful Bidder the Earnest Money deposit will be converted into Security Money . No interest on Earnest Money will be paid by the Corporation.

3. Forfeiture of Earnest Money Deposit will be mandated under the following circumstances

- a. Withdrawal of bid, while bids are under consideration during the tendering period.
- b. Any unilateral revision made by the Bidder during the valid period of offer.
- c. Failure to accept the "Letter of Intent" or execute the Agreement.
- d. Providing false or fabricated information / documents.

4. Clarification of Bidding Document

- a. 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' at least two days before the last date of submission of bids.
- b. The queries sent by email to wbsfphdcl@gmail.com with in stipulated period shall be considered for response.
- c. The clarification given in response to the queries shall be final and binding on the bidder.

5. 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 and also on the website of the Deptt. of Food Processing Industries & Horticulture

(<u>http://www.wbfpih.gov.in).</u>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.

6. Site inspection before submission of Tender

Before submitting any bid, the intending bidders are advised to visit the Ayeshpur farm, Dist.Nadia, to assess availability of the communication facilities, availability of local Labour, wage rate in the locality etc. which are likely to be involved in preparation of the bid and no claim, whatsoever, will be entertained on these account afterwards.

GENERAL TERMS AND CONDITIONS

1. 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.

2. Obligation of the bidder:

It shall be deemed that by offering a Bid, the Bidder has:

- a. Made a complete and careful examination of the bidding documents, visited the proposed site, received all relevant information from WBSFP&HDCL;
- b. Satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the agreement in accordance with the bidding documents and performance of all of its obligations there under;
- Acknowledged and agreed that ignorance of any of the matters hereinabove shall not be
 a basis for any claim for compensation, damages, claim for performance of its obligations,
 loss of profits, etc. from WBSFP&HDCL;

d. Agreed to be bound by the undertakings submitted by it under and in terms hereof.

3. Cost of Bidding:

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. WBSFP&HDCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4. Quoting the rates for Price Bid

- i. The Bidder is to quote the rate for Price Bid in Annexure-III
- ii. The prices quoted in Annexure lll shall be inclusive of all kind of Taxes, Cess and also transportation, loading and unloading cost of materials up to the destination and utilisation thereof.
- iii. 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 work as per order.

5. Correctness and sufficiency of rates quoted in the tender:

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials and things necessary for the proper completion and maintenance of the works.

6. Rate Validity

The rate shall remain effective ordinarily up to 90 days from the date of acceptance of Tender which may be extended further with mutual consent between the bidder and WBSFPHDCL unless terminated prematurely at its discretion and satisfaction.

7. Evaluation of Tenders for qualifying in Technical Bid

- i. 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.
- 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.

8. Evaluation of Tender for qualifying in Financial Bid

- i. Financial proposals of only those Bidders declared technically eligible by the Tender Inviting Authority will be opened on the prescribed date 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.
- ii. 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.
- iii. 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.

9. Penalty for suppression / distortion of fact

Applicants can also be asked to furnish additional information / confirmation in connection with verification of the documents submitted by them, if deemed necessary.

If any bidder fails to produce the original hard copies of the documents, or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended / debarred / blacklisted / disqualified from participating in the tenders of the WBSFP&HDCL for a period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited. Besides, WBSFP&HDCL may take appropriate legal action against such defaulting bidder.

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

The WBSFPHDCL reserves the right to accept or reject any or all bids and to annul the tendering process and all bids prior to issue work 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.

11. Award of Contract:

Immediate offer finalization of the tender, the LOI will be issued to the L-1 bidder and he will in turn submit the LOA to the WBSFP&HDCL within 3 days from the date of issue of LOI and execute the Agreement with the WBSFP&HDCL following which the work order will be issued.

12. Period of Completion of work:

The successful bidders shall complete the same within 15 (fifteen) days from the date of issue of work order.

13. Variation, Omission, Addition & Alteration:

The Contractor shall not modify the work except under direction in writing by the WBSFP&HDCL. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion

of contract. The WBSFP&HDCL reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

14. Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However the controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary item shall be arrived at as given hereunder:

- a. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- b. When Clause (a) is not applicable, the rate shall be taken from P.W.D.(W.B.) schedule of rates for building works, sanitary works, plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids plus / minus the contractual rate of quotation.
- c. Regarding finalization of rate of non-scheduled item(s), the decision of the Controlling Officer shall be final and binding upon the Contractors.

15. . Delay in work

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

16. Extension of Time:

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him is not due to his fault.

17. Liquidated Damage:

If the Contractor fails to complete the work within the time prescribed herein or extended time for completion, then the Contractor shall pay to the WBSFP&HDCL a sum amounting to 2½% (two and half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall-elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 10% (ten percent) of the total contract price.

The payment for deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other obligations and liabilities under the contract.

18. Quality of Work / Material and Mode of Measurement:

As regards specification of materials, execution of work and the mode of measurement, relevant stipulation of P.W.D. Schedule of rates (applicable at site of work), in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

19. Defective Materials:

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him and if he fails to remove them within the time, the Engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues payable to the contractor under the contract.

20. Security Money:

The Successful tenderer within 3 (three) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the WBSFP& HDCL shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work, the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 8% (eight percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 6 (six) months normally, (if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of work.

21. Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of 6 (six) months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfactory rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, concerned engineer of the work shall recommend for refund of the Security money.

22. Force Majeure:

The contractor shall not be liable to pay any liquidated damage for delay / failure to perform the contract for reasons of force majeure such fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from beginning of such delay notify the WBSFP&HDCL in writing of the cause of delay. The WBSFP&HDCL shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.

The WBSFP&HDCL shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The WBSFP&HDCL shall not be held responsible to or liable to pay for any interruption in work at the site arising out of resistance from the local public due to any resistance towards work.

23. Grounds for Disqualification

- i. During scrutiny or at any stage of bidding process or even after issuance of work 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
- ii. If the Bidder fails to complete the work as stipulated in the work order / revised order issued in changed circumstances due to his own fault/ inconvenience

Then in both the cases, the WBSFPHDCL 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.

24. Disputes

Any dispute arising out of non-compliance of any Terms and Conditions of the Tender, it 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 (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

- i. Progressive R/A bills, against the prayer of the contactor, for an amount of minimum 20% (twenty percent) of the ordered value or as deemed justified by the Controlling Officer shall be released against certification of the Concerned Engineer .The bill shall be released within 15(fifteen) days of its submission. The final bill shall be +released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor
- ii. Concerned Statutory deduction, if any, will be deducted from the Bidder's bill.

MANAGING DIRECTOR WBSFP&HDCL

Annexure-I

Sy	stem Type : Inverted modular sprinkler and Accessories	Total Area (m	1 ²) :		5104.00
Cr	op : Vegetable Nursery in Poly Green House (UNIT NOS - 03)	Area Under I	rrigation (acre)):	1.28
).	Item Description	Qty	Unit	Rate, Rs.	Amount Rs.
Α	PVC for Main and Submain Pipes-:			•	
1	UPVC PIPE SKT 050 MM X 06 KG 6M for main	180	m	92.00	16560.0
2	UPVC PIPE SKT 040 MM X 06 KG 6M for Submain and collecting	144	m	88.00	12672.0
				Sub Total	29232.0
В	Inverted modular sprinkler and Accessories-:				
1	DRIP LATERAL OD16MM X 400MTR	2000	m	16.00	32000.0
2	SIS ASSY MICRO INV SPR GRAY 70LASM	832	NOS.	35.00	29120.0
3	4-WAY FOGGER WITH COMPLETE ASSEMBLY	832	NOS.	136.00	113152.0
4	DRIP LATERAL END STOP "8" SHAPE 16 MM	200	NOS.	3.50	700.0
5	DRIP EMITTING PIPE JOINER 16X16 OD	100	NOS.	4.65	465.0
6	Gromet Take Off 16X13 MM	200	NOS.	4.65	930.
7	G. I. Wire for lateral support	1	LS	6600.00	6600.
				Sub Total	182967.
С	Valves & Accessories-:				
1	CTRL VALV 50 MM MOULDEDSEALPLAINPLAIN	3	NO	670.00	2010.
2	CTRL VALV 40 MM MOULDEDSEALPLAIN	5	NO	670.00	3350.
3	DIS/SIS FLUSH VALVE 50 MM	8	NO	93.00	744.
4	DIS/SIS ARV ASSY W/O AIR VALVE 32MMX63MM	1	No.	139.00	139.
				Sub Total	6243.
	Pump, Tank & Filtration Unit-: (OPTIONAL)				
1	Super Flow Filter 20MM (2") with accessories	1	UNIT	14,500.00	14500.
2	PVC Water Tank 2000 Liter	0	NOS.	24,000.00	0.
3	Monoblock Pump 2 HP with accessories	0	NOS.	18,000.00	0.
				Sub Total	14500.
			T	ot al of A+B+C+D	232942.
Ε	Fitting and Accessories			8.00%	18635.
	Installation charges for sprinkler	5104	m2	18.00	91872.
	GST				46727.
-				Grand Total, Rs.	390177.
				Round Up (-)	177.
				Amount Incl.Tax.	390000.

Annexure -II

Application for participation in Technical bid

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

Sub: Installation of Sprinkler/Fogger Irrigation System in Naturally Ventilated Poly Green House at Ayeshpur Farm, Nadia

Ref. No.233/WBSFPHDCL/1770/2020-21Date: 28.12.2020

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 I.D.	
	c) Mobile No.	
3.	Name of the contact person with Mobile	
	Number	
4.	Documents to be submitted by the Bidder (Scanned copies to be uploaded)	Whether uploaded (Yes / No)
	a. NIT documents including corrigendum,	
	if any	
	b. E.M.D.	

	c. Payment certificate/ work completion certificate	
	d. GST Registration Certificate	
	e. PAN Card	
	f. Trade License/ Certificate	
	of Enlistment Valid up to	
	31.03.2020	
	g. Income Tax Return for any two	
	financial / assessment years within the	
	period from 2016-17 to 2019 – 20	
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 NIT.
- 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
Date.	Signature of the Applicant Trace

Annexure-III



WEST BENGAL STATE FOOD PROCESSING

&

HORTICULTURE DEVELOPMENT CORPORATION LIMITED (A GOVT. OF WEST BENGAL ENTERPRISE)

BENFISH TOWER (6th Floor) 31, G.N. Block, Sector-V KOLKATA – 700091

NIT No. 233/WBSFPHDCL/1770/2020-21

Date:28.12.2020

Name of the Work: Installation of Sprinkler/Fogger Irrigation System in Naturally Ventilated Poly Green House at Ayeshpur Farm, Nadia

S1.	Name of the Work	Quantity (Estimated Cost	Offered Rate (At
No.		in no.)	(Rs.)	Par /Below % /
				Above %)
				(in figure)
1	Installation of	3 Nos	3,90,000.00	
	Sprinkler/Fogger			
	Irrigation System in			
	Naturally Ventilated Poly			
	Green House at Ayeshpur			
	Farm, Nadia			

In words –(Rupees)only
Date:	Signature of the Applicant
Place:	