

**WEST BENGAL STATE FOODPROCESSING & HORTICULTURE
DEVELOPMENT CORPORATION LIMITED**

Through e-Tendering process only
Tender Notice No. 214/WBSFPHDCL/1770/2020-2021
Dated 26.11.2020

**BID DOCUMENT
FOR
SELECTION OF
AGENCY FOR OPERATION AND MAINTENANCE OF COLD STORAGE AT
MALDA FOOD PARK, MALDA**

DISCLAIMER

This bid document for selection of Agency for operation and maintenance of the COLD STORAGE FACILITIES at MALDA FOOD PARK, lying under the WEST BENGAL STATE FOOD PROCESSING AND HORTICULTURE DEVELOPMENT CORPORATION LTD (hereinafter referred to as WBSFP&HDCL),contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the successful bidder.

Intimation of discrepancies in the bid document, if any, may be given by the Bidders to the office of WBSFP&HDCL within 48 hours from the time of publishing the bid. If WBSFP&HDCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the bid document.

This bid document is not an agreement. The scope of work and other information as well as the right and obligations of the successful Bidder shall be set out in a separate agreement to be executed between WBSFP&HDCL and the successful Bidder.

WBSFP&HDCL reserves the right to accept or reject any or all Bids without giving any reasons thereof.

WBSFP&HDCL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this bid document.

WBSFP&HDCL may include any other item in the Scope of work at any time after consultation with applicants or otherwise.

The WBSFP&HDCL reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the WBSFP&HDCL without assigning any reason thereof.

1. NOTICE INVITING TENDER

WBSFP&HDCL invites online applications in two – bid system from the registered and bonafide Agencies for providing Operation, Maintenance and Management of COLD STORAGE at MALDA FOOD PARK ,Malda on ‘as is where is basis ‘ for a period of seven years on payment of monthly rent which may be renewed further on satisfactory performance of the Agency.

2. DESCRIPTION OF COLD STORAGE

Constructed on 0.76 acre plot of land. Area of the Cold Storage - 6770.36 sq. ft. Passage, Lavatories and Machine Room- 2477.98 sq. ft.

1 No. Freezer

2 Nos. Pre Cooler Room

2 Nos. Normal Humidity Room

2 Nos. High Humidity Room

Including Receiving Room, Dispatch Room, Office Space, Staff & Labour Toilet and DG backup of 125KVA.

The HVAC system is of Blue Star Make.

3. SUBMISSION OF PROPOSAL

The following Table enlists important milestones and timelines for completion of bidding activities:

Sl.No.	PARTICULARS	DATE & TIME
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents(Online)</i>	27.11.2020
2.	<i>Documents download start date (Online)</i>	27.11.2020
3.	<i>Bid proposal submission start date (Online)</i>	27.11.2020

4	<i>Documents download end date(Online)</i>	<i>04.12.2020 up to 12.00 P.M.</i>
5.	<i>Bid proposal Submission end date(Online)</i>	<i>04.12.2020 upto 12.00 P.M.</i>
6.	<i>Date & Time of opening of technical bids(Online)</i>	<i>07.12.2020 at 12.00 P.M. In case the date of opening falls on a holiday, the bids shall be opened on the following working day at the same time and it will be binding on the Bidders for acceptance.</i>

4. SCOPE OF WORK

During the period of contract, the Agency shall Operate, Maintain and Manage the Cold Storage facilities in accordance with the terms and conditions of the tender. The rights and obligations of the Agency shall include the following :

- i. Right to Operate, Maintain and Manage the COLD STORAGE FACILITIES for the activities related to agro/ food processing and ancillary items.
- ii. Carrying routine and periodic preventive and corrective maintenance of the facility.
- iii. Operate and maintain the facility as required by various laws/ accrediting institutions/ GMP requirements.
- iv. Attempt to mitigate any adverse environment, social and health impacts of the facility on the customers or any other stakeholders.
- v. In case of disruption or break down, taking immediate measure to repair and rectify the defect in the facility to bring it to natural operational condition.
- vi. Employ good market practices, ISO 2030 and other standard processing practices for the Operation, Maintenance and Management of the Facility.
- vii. Comply with Safety Standards and ensure safety and security of the Project facility.
- viii. Agency shall indemnify Authority against all the losses, injuries and any kind of damage incurred due to its activities or its employees.
- ix. Ensure that Project Facility or any part of them are not used for unlawful or anti-social activities and are used solely for the purpose of this contract during the contract period.
- x. Bear the replacement cost and expenses of any natural damages or

vandalism, theft, tampering of any asset at the Facility. The Agency shall take out an adequate insurance cover for the purpose whereby the insurance proceeds may be applied for meeting such replacement cost and expenses and shortfall, if any, shall be borne by the Agency.

- xi. Provide the man power required as per the industry norms at its own cost for operation, maintenance, housekeeping, building and asset security and all other requirements pertaining to Operation, Maintenance and Management of the project facility.
- xii. Meet all the finances required for operation, maintenance and management of the Project Facility including payment for utilities like power and water, local authorities, municipal property taxes etc.
- xiii. The Agency shall be entitled to during the term of this contract and on the Transfer Date, to remove and take away the facility equipment installed by it that does not form an integral part of the Project Facility.

5. ELIGIBILITY CRITERIA

- a. The Asset value of the Agency should be Rs. 50 Lakhs as no 31.10.2020 duly certified by a licensed Chartered Accountant
- b. Copies of original documents defining the constitution or legal status, place of registration and principal place of business 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.
- d. Bank Solvency certificate should be furnished along with the bid.
- e. The applicant should furnish an undertaking to the effect that the Agency has never been black listed in India or abroad.

6. **BID PROCEDURE**

a. **Registration of Bidder:**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the **Government e-Procurement System / Portal:**<http://www.wbtenders.gov.in>

b. **Digital Signature Certificate (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC).

c. **Collection of Tender Documents**

The intending Bidders can search and download NIT and Tender Document(s) electronically / from the **Government e-Procurement System / Portal** using the Digital Signature Certificate. **This is the only mode of collection of Tender Documents.**

d. **Submission of Tenders**

Tenders are to be submitted online on the website <http://www.wbtenders.gov.in> in a single folder before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly signed. The documents will get encrypted (transformed into non readable formats).

e. **Earnest Money Deposit (EMD)**

Detailed procedure for online submission of Earnest Money Deposit (EMD)

Procedure to be followed for online submission of EMD is as below-

i. Login by Bidder

- a. A Bidder desirous of taking part in the tender invited by the Corporation shall logon to the e-procurement portal of <http://www.wbtenders.gov.in> using his login ID and password.

- b. He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payment modes:
 - i. Net banking (any of the Banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.
 - ii. RTGS/NEFT in case of offline payment through bank account in any Bank.
- ii. **Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway**
 - a. On selection of net banking as the payment mode, the Bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - b. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
 - c. Bidder will receive a confirmation message regarding success/failure of the transaction.
 - d. If the transaction is successful, the amount paid by the Bidder will get credited to the concerned pooling account maintained with the Focal Point Branch of ICICI for collection of EMD/Tender Fees.
 - e. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

iii. Payment through RTGS/ NEFT

- a. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- b. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
- c. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- d. If verification is successful, the fund will get credited to the concerned Pooling account maintained with the Focal Point Branch of ICICI Bank for collection of EMD/Tender Fees.
- e. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- f. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

iv. 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 released after 90 days from the date of finalization of Tender. No interest on Earnest Money will be paid by the Corporation.

v. **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.

vi. **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.**

vii. **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 (<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.

viii. Penalty for suppression / distortion of fact

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.

ix. Site inspection before submission of Tender

Before submitting any bid, the intending bidders are advised to visit the Malda Food Park, Malda, 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.

- x. Conditional and incomplete bids will be summarily rejected.

- xi. Any type of canvassing by the Bidder in furtherance of a bid is strictly prohibited. Such canvassing may lead to cancellation of its bid.

- xii. Exemption from deposition of Earnest Money shall not be allowed under any circumstances.

7. INSTRUCTIONS TO BIDDERS

- a. 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.
- b. It shall be deemed that by offering a Bid, the Bidder has:
 - i. Made a complete and careful examination of the bidding documents, visited the proposed site, received all relevant information from WBSFP&HDCL;
 - ii. 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;
 - iii. 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;
 - iv. Agreed to be bound by the undertakings submitted by it under and in terms hereof.
- c. Any corrigendum including extension of date or change of date for submission of the tender shall be published on the website and that shall be deemed to have been seen by the bidders.
- d. Final selection of Agency from the bid received will be done at the discretion of WBSFP&HDCL and the decision of WBSFP&HDCL shall be final and binding on all the participating parties.
- e. Details submitted by the parties shall be examined in line with criteria mentioned at Clause No. 5. All the terms and conditions shall be considered in totality and applications received without documents complying with the above conditions shall be summarily rejected.

- f. Applicants can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by them, if deemed necessary.
- g. If at any stage, it is found that the documents submitted by the applicant or their claims are false, then the offer of the bid will be rejected and/ or the agreement/contract will be terminated.
- h. The Agency has to execute an Agreement with WBSFP&HDCL to fully protect WBSFP&HDCL's overall interests and also the interests of the Agency.
- i. The Agency shall pay the monthly rent to the WBSFP&HDCL in advance I.e. the rent for a month has to be paid on or before 10th Calendar day of the said month. In case of delay or default in paying the rent for more than three months, the WBSFP&HDCL shall have the right to terminate the Agreement after giving a written notice according to the law. The monthly rent will be increased by 10% after every 3 (three) years of operation.
- j. On expiry of the said Agreement or on its termination for any cause whatsoever, the Agency shall vacate the premises and hand over the peaceful possession to the WBSFP&HDCL .
- k. The prayer for renewal, if any, shall be considered on satisfactory performance of the Agency. In that case, the incorporation of any additional terms and conditions in the mode of Operation will be decided by the WBSFP&HDCL.
- l. The Agency shall arrange to install a separate Electric Meter from WBSFP&HDCL in his individual Capacity and all expenses related to such work shall be borne by the Agency.
- m. The Agency shall pay monthly Operation and Maintenance charges within 7th calendar day of the billing date. This charge will be assessed by WBSFP&HDCL or its assignees on proportionate basis. In case of delay and/or default, the interest at the rate of 10% per annum will be charged on the outstanding amount.
- n. The Agency shall not make any addition or alteration within the scheduled premises without any explicit written permission of the WBSFP&HDCL.
- o. The allottee will have to commence the operation within 3 (three) months from the date of handing over the possession, otherwise the WBSFP&HDCL will have right to terminate the Agreement.

- p. Water supplies to the Cold Storage will be done by the WBSFP&HDCL. No individual tube well will be allowed to be bored by the unit holder.
- q. The allottee shall not be permitted to use the common areas of the Park for conducting any form of business or for storage purposes. Common areas shall not be blocked or encroached upon in any way whatsoever.

8. FEES PAYABLE

The following fees are payable at various stages of the bidding process:

a. Tender Process Fee:

Tender Process Fee of Rs. 2,000/- (Non-refundable) should be submitted online through e-Payment, NEFT/RTGS along with submission of Bid Document along with other supporting documents as mentioned above. Tenders submitted without tender process fee shall be rejected outright and shall not be processed.

b. Earnest Money Deposit (EMD):

EMD of Rs.50,000/-(Rupees FIFTY THOUSAND ONLY) shall be paid for every bid.. A tender without EMD, would not be considered.

9,SUBMISSION OF BIDS:-

The bidder shall submit the bid in two separate parts:

Part-I shall be named “Technical Bid” and shall comprise of as below:

- i. FORM A (Tender Form)
- ii. Schedule-I (General Information)
- iii. Schedule-II (Undertaking)
- iv. Bank Solvency Certificate as on 31st March,2019 or 2020 from any Scheduled Bank duly certified by the Auditor of practicing Chartered Accountant .
- v. The Asset value of the Agency should be Rs. 50 Lakhs as no 31.10.2020 duly certified by a licensed Chartered Accountant
- vi. Document (Certificate of Registration or Agreement) in support of the nature of firm
- vii. P.Tax Deposit Challan for the year 2019-20/ 2020-21
- viii. GST Registration certificate

- ix. Trade License/ Certificate of Enlistment, valid as on the last date of submission of bid

Part-II shall be named as “Financial Bid“ and shall be in FORM B.

The bidder has to quote the rate in the space provided in Form B and it should be over and above the Reserved price. Normally, the bidder quoting the highest rate will get the offer.

10. PROCEDURE FOR SELECTION

All the applications received in response to the notice for tender will be scrutinized by the Evaluation Committee to be formed by WBSFP&HDCL in a two phase evaluation process:

Phase-I:

All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected forthwith at any stage of detection.

Phase II:

The Technically qualified Bidder, who satisfies the selection criteria will be declared as the SUCCESFUL BIDDER.

11. TERMINATION

WBSFP&HDCL reserves the right to terminate the Agreement proposed to be executed with the successful party with 30 days written notice to successful bidder in the event of:

- a. The successful bidder violates any clauses applicable to this EOI;
- b. Unsatisfactory performance by the successful bidder at any time during the contract period.
- c. Misrepresentation with regard to any information at any time during the contract period;

- d. The EMD/Security Deposits will be forfeited in case of condition (a&b) mentioned above and if the selected Agency show unwillingness to execute after Agreement is signed

12. DISPUTE RESOLUTION

In the event, any dispute arises between the successful bidder and WBSFP&HDCL in connection with this tender, the interpretation of any provision of this tender or the rights, duties or liabilities of the successful bidder/ WBSFP&HDCL under this tender, same shall be referred to a sole Arbitrator to be jointly appointed by the WBSFP&HDCL and the Agency.

In the event disputes are not resolved even after appointment of Arbitrator either of the Parties shall be free to approach appropriate court of law. The Courts in Kolkata alone have the exclusive jurisdiction in respect of all disputes in relation to this tender.

Signature of Bidder with Seal

FORM - A

TENDER FORM

**To: Managing Director
WBSFP&HDCL
6th Floor Benfish Tower
GN Block
Sector V
Salt Lake – 700 091**

Sub: Selection of Agency for letting out of Cold Store at Malda on rental basis.

Madam,

The undersigned having read and examined in detail all the tender documents pertaining to your assignment, do hereby express the interest to do the work as specified in the scope of work.

Sl.No	Description	Response
1.	Name of the Organization	
2.	Address	
3.	Name, designation & address of the person to whom all references shall be made	
4.	Telephone (with STD code)	
5.	Mobile No. of the contact Person	
6.	E-mail of the contact person	
7.	Fax No. (with STD code)	

We have enclosed the following documents:

1. Form A (should be) submitted on the Company's letter head duly signed by the authorized person under proper seal.
2. Tender Process Fee of Rs. 2,000/- in favor of the WBSFP&HDCL Ltd, payable at Kolkata.
3. EMD
4. General information of the Bidder in Schedule I
5. Undertaking in Schedule II

6. Self Attested copies of all Supporting Documents.

7. Financial Bid in Form B

I/ We hereby declare that my/ our Tender is made in good faith and the information contained is true and correct to the best of my/ our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature)

Name: _____

Designation: _____

Mobile No.: _____

e-mail: _____

Schedule-1 : General Information of the Bidder

1. (a) Name :

(b) Address of Registered Office:

2. Details of individual(s) who shall serve as the point of contact/ communication for WBSFP&HDCL:

(a) Name :

(b) Designation:

(c) Company :

(d) Address :

(e) Telephone Number:

(f) Fax Number :

(g) E-Mail Address:

3. In case of Consortium/JV:

a. The information above (1 & 2) shall be provided for all the members of the JV/Consortium.

b. Information regarding role of each member:

Signed

Name of the Bidder

FORM – B

(FORMAT FOR SUBMISSION OF FINANCIAL BID)

**To: The Managing Director
WBSFP&HDCL
6th Floor Benfish Tower
GN Block
Sector V
Salt Lake – 700 091**

Sub: Selection of Agency for letting out of Cold Storage at Malda Food Park on rental basis

Madam,

With reference to the subject mentioned in the tender, we hereby quote the most competitive rate as follows:

Sl. No.	Name of the Asset	Reserved price for Monthly rent (in Rs.)	Offered Rate of Monthly rent (in Rs.)
1	Cold Storage at Malda Food Park	64,000/ -	

In words –(Rupees _____)only

Thanking you,

Yours faithfully,

(Signature)

Name: _____

Designation: _____

Mobile No.: _____

e-mail: _____

Schedule-II

Undertaking for not being banned for business by any Govt. Organization/PSU etc.

(To be given by the Bidder on a Non-Judicial Stamp Paper of any denomination above Rs. 10)

I / We _____ Proprietor/ Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government/ PSU/ Local Bodies or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacturer/ Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm/company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found false, I/we are fully aware that the tender/ contract will be rejected/cancelled by WBSFP&HDCL, and EMD shall be forfeited.

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY