



**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**

No.64/WBSFPHDCL/1770/2024-25

Date:19.12.2024

NOTICE INVITING RE-E-TENDER (3rd Call)

1. Invitation

Re-E-tender are hereby invited from the reputed Manufacturers/ Suppliers/Agencies/Dealer and Distributor etc. having sufficient technical capabilities of supplying of Agro Textiles High Density Polyethylene (HDPE) woven Beds for vermin-culture to the different Blocks in the State of West Bengal.

An Agreement will be signed with the bidder who will get the supply order. Supply Orders will be placed separately to the L1 bidder on receipt of requisition from appropriate authority and on receipt of positive test report from CIPET and/or other testing agency.

The Agreement shall be valid for a period of one year from the date of signing of the Agreement.

The agreements will impose no obligation on WBSFP&HDCL to purchase the estimated or any quantity from the bidders.

The bidder has to quote the rate separately for Supplying of HDPE Vermibed & for Supply as mentioned below:-

Name of the Item	Specific ation	Quantity (Approx.)	Estim ated Cost per Unit	Total estimated cost	Earnest Money	Commencement of Supply
HDPE Vermibed with BIS Standard (IS 15907;2010)	As Specified in Annex ure - II	19120 nos. The requisite quantity may increase or decrease by 15% depending on the situation.	Rs. 1494/-	286 Lakh approx..	Rs. 5,71,000/-	Supply HDPE Vermibed will be completed within 30 days from the date of placing the supply order.

2.Scope of Work

- i. The WBSFPHDCL, hereinafter referred to as the Tender Inviting Authority, seeks offer for supply of HDPE Vermibed from the reputed Manufacturers/Suppliers/Agencies/Dealer and Distributor etc.
- ii. The successful Bidder has to supply of the above items to the different Districts of West Bengal within the stipulated period as specified in the Supply Order, to be issued on receipt of requisition from the implementing Agencies.

3.Date and Time Schedule

Sl.No.	PARTICULARS	DATE & TIME
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents(Online)</i>	<i>19.12.2024</i>
2.	<i>Documents download start date (Online)</i>	<i>19.12.2024</i>
3.	<i>Bid proposal submission start date (Online)</i>	<i>19.12.2024</i>
4.	<i>Documents download end date(Online)</i>	<i>10.01.2025 at 4 PM</i>
5.	<i>Bid proposal Submission end date(Online)</i>	<i>10.01.2025 at 4 PM</i>
6.	<i>Date & Time of opening of technical bids(Online)</i>	<i>13.01.2025 at 12 PM</i>
7	The tenderer should lodge objection to the tender inviting authority within two days (48 hours) from the date of publication of list of technically qualified bidders and beyond that time schedule no objection will be entertained by the authority	

4.Eligibility criteria for participation in the Tender

- i. The prospective Bidders must have valid Trade License/ Certificate of Enlistment/ S.S.I. Registration (EM Part-II/Udyog-Aadhaar) as per notification of Ministry of Small Scale Industries/Ministry of Micro, Small & Medium Enterprises of Govt. of India. (Valid as on date of submission of bid), PAN, GST Registration Certificate, Income Tax return for any three financial years within the period from 2019-20 to 2023-24.
- ii. Balance Sheet & Profit & Loss Statement of accounts for the three financial years within the period from 2019-20 to 2023-24
- iii. Intending tenderers should produce credential for supply of polyethylene film /sheet/HDPE Vermi bed of the minimum value of 20% of the estimated amount put to tender in a single supply order to any State/Central Government Organizations or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals during five years prior to the date of issue of this tender notice.
- 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 for supplying the said items . The said Certificate should contain the particulars of the items supplied, period of supply and the total value of supply.

5.Mandatory documents requirement

A.For Technical Proposal

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

- I. Application in Annexure-I
- II. Payment Certificate or Work Completion Certificate as referred in Clause 4 above .
- III. PAN Card
- IV. Trade License/ Certificate of Enlistment (Valid as on date of submission of bid)
- V. Proof of Registered supplier/manufacturer.
- VI. An Authorization Certificate from the manufacturer in case of dealer/supplier /firm/ agency as annexed.
- VII. Registered copy of the trust deed/ Society deed
- VIII. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- IX. In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary Valid trade licenses/ permission of business in the state.
- X. Income Tax Return for any three financial/assessment years within the period from 2019-20 to 2023-24
- XI. Profit & Loss Statements and Balance sheets for the three financial within the period from 2019-20 to 2023-24
- XII. GST Registration Certificate
- XIII. The manufacturer must have BIS/ISI Certificate of HDPE Vermin Bed Production Unit.
- XIV. Brand Name and Product Brochure/catalogue with specifications of the offered products.
- XV. An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central/ State Government Institution and that there has been no litigation with any Government Department on account of similar services must be submitted
- XVI. Supporting documents regarding EMD exemption (if claimed)

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 supply of HDPE Vermibed of each unit (of specified size). **The rates should be inclusive of GST, excise duty, freight, transportation, packing, forwarding, etc. or any other taxes up to the destination**

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 NIT 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. **Earnest Money**

i. **Online Deposition of Earnest Money**

Earnest Money is 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. 5,71,000/(Rupees five lakh seventy one thousand only)

For deposition of Earnest Money (at the prescribed rate), 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.

ii. **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.

iii. **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.

iv. **Exemption** of any kind for any of the eligible bidder towards cost of EMD will be according to

1. 4245-F(Y) dated 28th May’2013 issued by Finance Department, Audit Branch, Govt. of West Bengal.
2. 6718-F(Y) dated 08.09.2015 issued by Finance Department, Audit Branch, Govt. of West Bengal.

Bidder has to submit supporting documents for claiming exemption.

5. ***Responsive Bidders***

Prospective applicants are advised to note carefully the minimum qualification criteria before submitting the bids. Conditional/ incomplete bid 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.

6. 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 wbsfphdcl1@gmail.com.

The clarification given in response to the queries 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 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.

8. Quoting the rates in BOQ :

- i.* The intending Bidders are required to quote the rate online. No offline offer will be entertained.
- ii.* Bidders are to quote the rate for each unit to be supplied to the different districts in the State of West Bengal
- iii.* **All Bid prices quoted in the BOQ shall be inclusive of all kind of Taxes,Cess, charges including packaging transportation loading, unloading, carrying and delivery up to the Blocks for supply of Vemi Bed.**
- iv.* 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 valid for a period of one year from the date of signing of the Agreement.

10. 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, evaluation committee reserves the right to relax the evaluation criteria.
- ii. Technical proposal will be opened first by the Authorized representative of the WBSFPHDCL electronically using Digital Signature Certificate.
- iii. Technical Proposals, which are declared valid by Tender Committee will only be accepted and qualify for next stage of evaluation i.e. Financial Bid.

11. 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 schedule 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.

12. Deposition of Security Money:

The successful L-1 Bidder who will get Supply Order from the Corporation will have to deposit Security Money @ 10% of the Order Value given by the Corporation in a form of Demand Draft / Pay Order and to be drawn in favour of the WBSFP&HDCL payable at Kolkata from any Schedule Bank.

13. Issue of supply order

The supply order will only be issued after receiving requisition from the implementing Agencies. Normally, the supply order will be issued to the L1 Bidder for supplying the indented quantity of the materials.

The Corporation reserves the right to vary the quantities of the supply order to be given to the L1 bidder. In case of emergency and adhoc requirement, or if found on inspection of the manufacturing facility of the L1 bidder that he may not be able to supply the quantity in time, the L2 bidder may be requested to supply the materials at the L1 rate. In case of refusal by the L2 bidder, the L3 bidder may be approached to supply at the L1 rate and so on

Supply of the indented quantity of material to the appointed places shall be completed within 30 days and Supply of HDPE - Vermi bed from the date of placing the supply order

- i. If the Bidder fails to deliver any or all of the materials within the time specified in the supply order due to his fault or inefficiency, the Corporation may a sum equivalent to 2.5% of the price of the delayed materials will be deducted for each week of delay or fraction thereof until actual delivery.
- ii. In case, the delay is beyond two weeks, the Corporation may issue terminate notice to the Bidder to proceed with any or all of the necessary part of supply.

Such failure on the part of the Bidder leading to delay beyond two weeks will result in forfeiture of Security Money and also debar him to take part in the tender process of the Corporation for the next three consecutive years.

14. 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 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

15. Grounds for Disqualification

- i. 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
- ii. If the Bidder fails to complete the supply within the period stipulated in the supply order due to his own fault/ inconvenience or supply of poor sub-standard quality materials.

Then in both the cases, the Corporation shall reserve the right to cancel the supply order and debar the supplier from participating in any Tender to be invited by the Corporation in the next three years.

16. Disputes

In the event of any question/dispute or difference arising between WBSFP&HDCL and the Agency on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the operator and in the case of non-resolution of dispute the matter shall be referred to the ACS/Pr Secretary/Secretary of the Department of Food Processing Industries and Horticulture. When at this level the dispute is not resolved, the dispute would be referred to a sole Arbitrator appointed jointly by the two parties and his award shall be final.

The High Court of Kolkata alone shall have jurisdiction to adjudicate thereon.

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.

17. Negotiations

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

18. 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 State 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.

19. **Testing of Material**

- i. **Before supply:** Normally, a Letter of Intent will be issued by the Corporation to the L1 Bidder for supplying the indented quantity of the materials. Final supply order shall be issued by the Corporation on receipt of “satisfactory test report” from CIPET and /or any other testing agency and shall be informed by email.

To facilitate the purpose , the L1 Bidder has to produce the first lot stock in his go-down within seven days from the date of placing the supply order, minimum lot will be 2000 nos. quantity , for random collection of samples by the officials of the Corporation. Subsequently the bidder has to produce further lots as per supply order within 10 (ten) days from collection of first sample & inform the Corporation Lot wise testing will be done.

The supply order will only be issued after receiving requisition from the implementing Agencies. Normally, the supply order will be issued to the L1 Bidder for supplying the indented quantity of the materials.

The L-1 bidder who will supply the material will have to give printed one pager installation guide with each Vermibed

- ii. **Post supply:** The Director of Horticulture / WBSFP&HDCL/ Recipient Authority may at any time test the supplied HDPE Vermibed through CIPET and/or any other testing agency. If case adverse test report, the supplied materials has to be changed within seven days, otherwise the supply order may be cancelled.

20. **Execution of Agreement :**

The selected Bidder shall have to execute an Agreement in the prescribed format at their own cost a duly Non-Judicial stamped agreement paper with the WBSFP&HDCL after finalization of tender. The format of the agreement shall be communicated to the selected bidder .

21. **Payment of Bill**

The Selected Bidder shall receive payments on back to back basis i.e., WBSFP&HDCL will pay to supplier only after receiving of payments from concerned Government Departments/ Authority. The Corporation will not take any responsibility for payment until it has received payment from the concerned Govt. Departments/ Authority. No interest can be claimed by the Agency for any delay of receiving payment from Indenting Authority.

Sd/-

Managing Director

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: Supply of HDPE Vermibed
Ref. No. 64/WBSFPHDCL/1770/2024-25 Date:19.12.2024

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 submitted by the Bidder (Scanned copies to be uploaded)	Whether uploaded (Yes / No)
	a. Tender documents	
	b. Payment certificate/ work completion certificate	
	c. PAN Card	
	d. Trade License/ Certificate of Enlistment	Valid up to-
	e. Income Tax Return for any three financial years within the period from 2019 – 20 to 2023-24	
	h. GST Registration Certificate	
i Audited Accounts for the three years within the period from 2019 – 20 to 2023-24		

5	Any other points considered to furnish	
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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. If I fail to complete the supply within the period stipulated in the supply order due to my own fault/ inconvenience, the Corporation shall reserve the right to forfeit the Performance Security deposited by me in this regard and also debar me from participation in the Tender process of the Corporation for the following 3(three) consecutive years.
- v. I shall maintain the specifications of the materials as per Tender and shall replace the sub-standard materials at my own cost .
- vi. I undertake that, I will not claim any payment from the WBSFPHDCL till the payment is received from the Requisitioning Authority by the WBSFPHDCL against the supply of materials to the concerned Authority by the undersigned.
- vi. 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:

Annexure -II

Specification

Sl No	Name of the Item	Specification
1	Supply HDPE Vermibed	<ol style="list-style-type: none">1. Size 12' (length) X 4' (width)X 2' (height) with BIS Standard (IS 15907;2010) ,Support pockets 14 nos. for inserting pegs on all sides. Bed is fitted with six polyethylene net windows (3 each on both sides of length), Minimum mass of bed material 340 gm/sqmtrs., with heat sealed.2. Colour : green outer side & white inner side, having provision for collection of vermin-wash .3. Other details of Standard (IS 15907;2010)

MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer shall include it in its bid.

Date: [insert date (as day, month and year) of Bid Submission] IFP No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, [insert date of signing]

Note: Specify items for which Manufacturer's authorization is required.

Note: To be completed and submitted / uploaded as a part of the bid