

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

**BID DOCUMENT
FOR
SELECTION OF
AGENCY FOR ADVANCE PRODUCTION OF PLANTING MATERIAL IN
MOHITNAGAR FARM, JALPAIGURI
NIT No. 236/WBSFPHDCL/1770/2020-21 DATE: 05.01.2021**

DISCLAIMER

This bid document for selection of Agency for advance production of planting material in Mohitnagar Farm, Jalpaiguri, under the administrative control of Department of FPI&H, 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 of 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 shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.

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 reasons thereof.

SHORT NOTICE INVITING TENDER

WBSFP&HDCL invites bids from Agency for advance production of planting material in Mohitnagar Farm, Jalpaiguri. Interested Agency with sound financial condition may download the Tender document/Form from WBSFP&HDCL's website/ Government e-procurement portal.

The tender document, along with duly filled Annexure should be submitted as e-tender as per following schedule:

Important Dates:

Publication of tender:05.01.2021

Pre-Bid Meeting: 13.01.2021 at 02.00 PM in the meeting Hall of the Deptt of FPI&H

Last date and time for the submission of Bid: 27.01.2021 upto 12.00 pm

Date of opening of Technical Bids and evaluation thereof: 29.01.2021 at 12.00 pm

Uploading of result of Evaluation of Bids:04.02.2021

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.

1. INTRODUCTION

WBSFP&HDCL is a Government of West Bengal Enterprise, under the Department of Food Processing Industries & Horticulture, engaged in supply of various planting material of fruit plants for different departmental schemes, as well as for convergence of activities with other departments promoting plantation.

2. SCOPE OF WORK

WBSFP&HDCL is looking for an Agency that will take up production of quality planting material, in specified quantities, and price, in the Mohitnagar Farm, Jalpaiguri, under the Department of FPI&H, with the following broad terms of reference:

- a. Production of quality planting material of specified fruit plants, in specified quantities, for the forthcoming planting seasons, in the Mohitnagar Farm, Jalpaiguri.
- b. Ensure assured supply of planting material according to the timelines set by the WBSFP&HDCL.
- c. Adhere to the specified quality standards and production protocols for the specified planting materials.
- d. Securing NHB accreditation upto the limit allowed by the number of Mother Plants present.
- e. WBSFP&HDCL shall be procuring for or on behalf of its end Buyers based on

their specific indents.

- f. The Agency shall employ personnel, labour and also all other inputs such as fertilizers, manures, pesticides and fungicides etc. at its own cost for the entire production.
- g. The Agency shall bear all Operation and Maintenance expenses (electricity, telephone, security expenditure, fuel and repair works)
- h. The product liability would be entirely on the Agency and which will be entirely at the cost of Agency.
- i. 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.
- j. The Agency shall accept all terms and conditions of the contract with WBSFP&HDCL's buyer/customer and deliver the products at the farm gate in the manner required by the WBSFP&HDCL without any financial involvement on the part of WBSFP&HDCL.

3. PRE-QUALIFICATION CRITERIA

- a. The minimum turnover of the Agency in the business of same nature should be at least Rs.1 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.

- d. Bank Solvency certificate certified by bank 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.

4. 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 from the date of finalization of tender. In case of successful bidder, the Earnest Money deposit will be released after 90 days from the date of completion of the first batch of supply. 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. Failure to execute supply of the entire order or part thereof.
- e. 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’ prior to the date fixed for pre-bid meeting.

- b. The queries may be sent by email also to wbsfphdcl@gmail.com up to one day before the date fixed for pre-bid meeting.
- c. The queries received by email up to one day before the date fixed for pre-bid meeting only shall be considered for response.
- d. Verbal queries will be accepted on the day of the pre-bid meeting. After the pre-bid meeting no query shall be entertained.
- e. **The clarification given in response to the queries and issues raised in the pre-bid meeting 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 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.wbfpil.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 (especially Credential Certificates and audited balance sheets), 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 Mohitnagar Farm, Jalpaiguri, to assess availability of the communication facilities, nature of soil, availability of local labour prevailing 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.
- xiii. The Tender Committee reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of bidding.
- xiv. The Bidder shall bear all costs associated with the preparation and submission of the Bid and the purchaser will no case be responsible and liable for those cost.

5. 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 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/Handling Agent 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. 3. 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 (Annexure-1)with WBSFP&HDCL to fully protect WBSFP&HDCL's overall interests and also the interests of the prospective Customers/Buyers/Purchaser.
- i. WBSFP&HDCL may vary the requirement of the planting materials up to $\pm 25\%$ of the quantity specified in the Annexure-2.
- j. WBSFP&HDCL undertakes to buy back the specified quantity of planting material, at the specified price, provided that the planting material conforms to the specified quality standards.
- k. Any production above and beyond the requirement of the WBSFP&HDCL will be disposed off by the agency, to any purchaser other than the WBSFP&HDCL, at prevailing market prices.
- l. All such sales at (k) above shall be conducted after seeking express permission from WBSFP&HDCL, and with full disclosure of the terms of sale.
- m. All sale proceeds from (j) and (k) above shall be disposed off as a revenue sharing arrangement between the WBSFP&HDCL and the Agency, in a ratio to be selected through competitive bidding.
- n. For the purpose of (m) above, the Agency shall open a Savings Account in any

scheduled bank, will be jointly operated by the authorised representative of the Agency and the designated Farm-in-Charge of the Mohitnagar Farm, Jalpaiguri.

- o. All sale proceeds of any production of planting material taken up by the Agency at the Mohitnagar Farm, Jalpaiguri, will be mandatorily deposited in the bank account, as mentioned in (n) above.
- p. **Irrespective of the revenue earned by the Agency, a minimum payment higher than ₹5 lakh has to be paid by the Agency to WBSFP&HDCL, payable by the 31st of March of the respective year, starting from 2021, and till 2024. The quantum of this minimum payment will be decided by competitive bidding.**
- q. **UNDER NO CIRCUMSTANCES, SPECIFIED, IMPLIED OR INFERRED, WILL THE AGREEMENT VEST ANY RIGHT OF OWNERSHIP OR USAGE BEYOND THE SCOPE OF THIS ASSIGNMENT TO THE LAND AND/OR STRUCTURES, ROADS, TANKS, BUILDINGS, IRRIGATION SYSTEMS ETC. OF MOHITNAGAR FARM, JALPAIGURI ON THE AGENCY. ANY ATTEMPT WHATSOEVER TO CLAIM SUCH A RIGHT SHALL INVITE SEVERE PENAL ACTION BY THE STATE GOVERNMENT, ACTING THROUGH THE WBSFP&HDCL, TO THE FULLEST EXTENT OF THE LAW, INCLUDING FINES, PENALTIES, TERMINATION OF AGREEMENT, CONFISCATION OF PROPERTY AND PRODUCE AND IMMEDIATE BLACKLISTING.**

r. The Bidding Parameters are set down below, in an example:

BIDDER	MINIMUM PAYMENT TO WBSFP&HDCL (Bids to be above ₹ 5 lakhs)	QUANTITY OF PLANTING MATERIAL TO BE BOUGHT BACK BY WBSFP&HDCL (in nos. and fixed)	BUY-BACK PRICE (in ₹ and fixed)	TOTAL REVENUE FROM BUY-BACK BY WBSFP&HDCL (in ₹ and fixed)	PERCENTAGE OF REVENUE FROM BUY-BACK OFFERED TO WBSFP&HDCL PER YEAR (Bids to be above 10%)
A	6 LAKH	1000000 nos.	₹10	₹1,00,00,000	16%
B	7 LAKH	1000000 nos.	₹10	₹1,00,00,000	17%
C	5.5 LAKH	1000000 nos.	₹10	₹1,00,00,000	18%

In the example set above, the total payouts received from the three bidders are respectively:

FROM BIDDER A: ₹22LAKHS

FROM BIDDER B: ₹34 LAKHS

FROM BIDDER C: ₹33.5 LAKHS

In this scenario, Bidder B will be considered as the **SUCCESSFUL BIDDER**, as the evaluation is based on share of revenue transferred to the WBSFP&HDCL (as a percentage of revenue from sale of planting material sold to the WBSFP&HDCL, in addition to the fixed minimum payment. However, the same ratio/percentage shall also apply in sharing all revenue earned from any authorized sale to any third party.

In case the total payout of any two or more bidders comes out to be the same amount, the minimum payment clause shall take precedence.

In case the two variables open to bid are the same for any two or more bidders, they

shall be offered to quote rates for the planting material lower than the fixed rate.

6 Delivery

The Agency has to supply the indented quantity of planting materials within 15 calendar days from the date of placing the requisition by the Corporation, which will be issued within 15th June of the respective years of production. The actual date of delivery will be ascertained in consultation with the Farm- in – Charge , Mohitnagar Farm, Jalpaiguri.

7. PAYMENT TERMS

The payment to Agency against procurement of planting material by the Corporation shall be released only against successful delivery of the planting material within 30 calendar days from delivery. Delayed payment shall attract a penal interest of 1% per week of delay

The Sale Proceeds shall be disposed off, in the ratio offered by the selected Bidder, within 30 calendar days from the date of crediting the same to the Account, to be opened for this purpose.

8. FEES PAYABLE

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

a. Tender Process Fee:

Tender Process Fee of Rs. 10,000/- (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. 1,00,000 /-(Rupees one lakh) 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. FORM C (Authorisation)
- iv. Schedule-ii (Affidavit)
- v. Schedule-iii (Undertaking)
- vi. Bank Solvency Certificate issued after 1.1.2020
- vii. Certificate of Turnover, certified by a licensed Chartered Accountant
- viii. Document (Certificate of Registration or Agreement) in support of the nature of firm
- ix. Income Tax Returns for the last three Assessment Years
- x. Trade License/ Certificate of Enlistment, valid as on the last date of submission of bids
- xi. Audited Profit& Loss Statements and Balance Sheets for the last three preceding financial years

Part-II shall be named “Financial Bid “ and shall be in FORMB.

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, or at any stage of detection.

Phase II:

The Technically qualified Bidder, who satisfies the selection criteria as in Clause 5(r) above, will be declared as the SUCCESFUL BIDDER.

NOTE:-In event of inability to facilitate to procure and supply all specified planting materials of required quantity by single agency, WBSFP&HDCL may involve 2(Two) or more Agency(ies) under same terms and conditions.

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 the contract after agreement is signed;
- e. If the Mohitnagar Farm, Jalpaiguri is required for any public purpose. In such a case, the Agency will be allowed to carry away any of its properties, inputs and assets created under the terms of this document.

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

ANNEXURE-1

AGREEMENT

1 THE PARTIES

1.1 This contract is made at _____ on the day ofbetween the WBSFP&HDCL, and the selected Agency

1.2 The Agency warrants that:

- (i) No less than 10 days before the signing of this Agreement, the Agency received a [copy of this Agreement]/[a written offer incorporating the terms of this Agreement].
- (ii) The Agency has read this Agreement or had this Agreement read to him/her by an independent third party and had a reasonable opportunity to understand this Agreement before signing.
- (iii) The Agency has had the opportunity to seek the advice of [an independent legal advisor]/[a Agency organisation] on this Agreement before signing.

2 THE PURPOSE

2.1 The WBSFP&HDCL agrees to buy quality planting material produced by the Agency, and the Agency agrees to produce and sell to the WBSFP&HDCL the Planting material, in accordance with the articles set out below.

2.2 The Parties affirm their intention to faithfully execute their respective obligations under this Agreement in accordance with the principles of good faith, reasonableness, efficacy, loyalty and fair dealing, and will at all times endeavour to preserve the spirit and intent of this Agreement by behaving consistently and cooperatively, and providing necessary information in a timely and transparent manner.

3 PRODUCTION SITE

3.1 This Agreement relates to advance production of quality planting material, at Mohitnagar Farm, Jalpaiguri, under the Directorate of Horticulture, as given in Annexure-2.

4 THE PRODUCT

Product quantity

4.1 The Agency agrees to deliver exclusively to the WBSFP&HDCL all the quality planting materials produced at the Mohitnagar Farm, Jalpaiguri, under the Department of FPI&H, as given in Annexure-3. The Agency shall not enter into any other marketing arrangements with any party or parties other WBSFP&HDCL for the Planting material produced for the duration of this Agreement, unless expressly authorised by the WBSFP&HDCL in writing.

4.2 The Agency may sell Planting material produced in excess of the amount stipulated in Article 4.1 to a third party. The WBSFP&HDCL retains the right of first refusal to purchase the excess planting material. All sale proceeds/revenue generated from such sale, and the sale to WBSFP&HDCL shall be mandatorily divided between the WBSFP&HDCL and the Agency in a ratio of.....

4.3 The Agency shall maintain a register of production and sale, which will be jointly authenticated by the Farm-in-Charge and the representative of the Agency on a weekly basis.

Product quality

4.4 The Agency agrees to supply Planting material which complies with the quality standards as defined in Annexure-3.

Inspection of the Production Site

4.5 The representatives of WBSFP&HDCL and/or the Directorate of Horticulture, may visit the Mohitnagar Farm, Jalpaiguri, for the purpose of providing advice, supervising any production process and/or verifying the Agency's compliance with the clauses of the Agreement.

4.6 Inspection visits shall be carried out in accordance with an Inspection Schedule, which shall be provided to the Agency.

4.7 *The Agency shall, at the sole expense of the Agency, obtain a certificate from the National Horticulture Board for the production undertaken from Mother Plants at the Mohitnagar Farm, Jalpaiguri.*

5 INPUTS

5.1 The Agency shall provide all personnel, labour, inputs (seeds, fertilizers, pesticides, nutrients, grafts/scions, as applicable) for production of planting material. The Agency shall also bear all expenses for Operations and Maintenance, including but not limited to electricity charges, telephone bills, fuel charges and repair/maintenance charges. The Agency will be allowed to use the mother plants/trees at the Mohitnagar Farm, Jalpaiguri, for production of planting material, as and when applicable, with due permission of the Farm-in-Charge, Mohitnagar Farm, Jalpaiguri.

5.2 The Agency's inputs shall be of a reasonable quality, fit for their intended purpose, and free of defects.

The land at the Mohitnagar Farm, Jalpaiguri, as detailed in Annexure-2 shall be made available to the Agency, purely on usufructory basis, for a period of 4 years (2020-21, 2021-22, 2022-23 and 2023-24) to produce quality planting material, as detailed in Annexure-3. This availability shall be restricted, as applicable, by the following clauses:

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

- a) Violation of any clause of this Agreement by the Agency;
- b) Unsatisfactory performance by the successful bidder at any time during the contract period;
- c) Misrepresentation of 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 the contract after agreement is signed;
- e) If the Mohitnagar Farm, Jalpaiguri is required for any public purpose. In such a case, the Agency will be allowed to carry away any of its properties, inputs and assets created under the terms of this document.

6 DELIVERY AND ACCEPTANCE

Delivery

- 6.1 The Agency shall deliver the Planting material to the farm gate according to the delivery schedule and the technical requirements for delivery, as communicated from time to time.
- 6.2 The Agency shall be responsible for loading and unloading of the Planting material at the delivery point.

Inspection of the Planting material

- 6.3 The representatives of the WBSFP&HDCL and/or the Directorate of Horticulture shall inspect the Planting material during the production process, at the time of start of delivery and at the delivery points.

6.4 Where the WBSFP&HDCL fails to inspect the Planting material all risks and costs of spoilage of the Planting material occurring after delivery shall be borne by the WBSFP&HDCL.

6.5 The Agency may be present during the inspection of the Planting material. The WBSFP&HDCL shall issue a written document evidencing the specification of the Planting material as inspected. Where the Agency objects to the specification of the Planting material as determined by the WBSFP&HDCL, the Parties shall seek a resolution in accordance with Article 11 below (Dispute Resolution).

6.6 The costs associated with the inspection shall be covered by the WBSFP&HDCL.

Acceptance of planting material after inspection

6.7 The Parties' agreement on the quantity and quality of the received Planting material constitutes acceptance of the Planting material.

6.8 The WBSFP&HDCL shall provide the Agency with a written receipt specifying the time, date, quantity and quality of planting material. The written receipt shall be duly signed by the Agency

Insurance

6.9 *The Agency agrees to purchase, at the Agency's own cost an insurance policy with the following coverage:*

(i) Crop insurance, if available, against disease, natural disasters such as floods, droughts or hail, and against loss of revenue as a result of a decline in commodity prices.

(ii) Liability insurance, specifying the minimum limits of guarantee.

(iii) Building, machinery and equipment insurance against natural disasters such as floods, droughts or hail, fire and theft.

7 PRICING MECHANISM

- 7.1 The WBSFP&HDCL agrees to pay the Agency as consideration for the supply of quality planting material, conforming to the notified quality and quantity (with a margin of +25% and -25%), the fixed price against per unit of planting material (inclusive of all input prices, taxes, rates and rents), which has been determined to be the SUCCESSFUL BIDDER rate.
- 7.2 The case of the Agency failing to deliver the minimum quantity of planting materials within time, the WBSFP&HDCL shall pay only for the actual delivered quantity.

Time and method of payment

- 7.3 The WBSFP&HDCL shall make the payment within 30 days from acceptance of the Planting material. Payment shall be made via bank transfer to the nominated account, specifically opened for the purpose of this Agreement, and stated in Clause 4(n) of the Notice Inviting Tender. Upon receipt of the full purchase amount, the Agency shall provide the WBSFP&HDCL with a written receipt of payment(s) made specifying the amount, time and delivery date of accepted Planting material.
- 7.4 The Agency shall make the payment of ₹.....lakhs to the designated bank account, on account of the Fixed Minimum Payment, starting in 2021, upto 2024, by the 31st of March of the respective year. A penalty of 1% on the amount due shall be chargeable for every week of delay beyond the due date.
- 7.5 For any authorised sale by the Agency for planting material in excess of the quantity earmarked for the WBSFP&HDCL, payment to the designated bank account shall be made by the Agency in terms of Article 4.2 of this agreement.
- 7.6 All Sale Proceeds credited to the Designated Bank Account, will be shared between the Corporation and the Agency in the ratio offered by the selected Bidder within 30 days from the date of such credit.

8 FORCE MAJEURE

- 8.1 For the purposes of this Agreement, Force Majeure Event means any event that arises after the contract has been signed, is unpredictable, inevitable, beyond the Parties' reasonable control and that objectively prevents one or both of them from performing their obligations, including, but not limited to, wars, insurrections, civil disturbances, interruption of transportation or communication services, major change to agricultural law or policy in the country of production, blockades, embargoes, strikes and other labour conflicts, riots, epidemics, earthquakes, storms, droughts, fires, floods, or other exceptionally adverse weather conditions, explosions, lightning, or acts of terrorism.
- 8.2 As soon as reasonably practicable after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement, and any relevant evidence of the Force Majeure Event.
- 8.3 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 8.4 Provided it has complied with Articles 8.2 and 8.3 above, if a Party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 8.5 Where it is feasible in all the circumstances, those obligations may be suspended by the agreement of the Parties during the continuance of such Force Majeure Event, and no damages or penalties for delay in performance shall be due.

8.6 If an obligation is suspended by reason of Force Majeure for more than 30 days from the Affected Party giving notice of the Force Majeure Event, or if suspension is not feasible in all the circumstances, the other Party may terminate the contract and all outstanding payments relating to the Inputs supplied for the production shall be foregone, and the Parties shall enter into good faith negotiations to enter into a new Agreement for the supply of the Planting material.

9 REMEDIES

9.1 The Parties shall cooperate in the application of the remedies provided for in this Article, and shall apply those remedies in a manner that is commensurate to the breach in question, with a view to preserving, as much as possible, the Parties' ongoing relationship and achieving the purpose of this Agreement as outlined in Article 2 above.

9.2 Unless a Force Majeure Event takes place, a party failing to comply with any obligation in this Agreement (the Breaching Party) is in breach of this Agreement.

Mitigation and right to cure breach

9.3 Where a party (the Aggrieved Party) becomes aware that the Breaching Party is or will be in breach of its obligations, it shall immediately notify the Breaching Party, and shall take all reasonable measures to minimize and mitigate the effects of the breach whenever possible. Any reasonable expenses or difference in value incurred by the Aggrieved Party should be compensated by the Breaching Party.

9.4 Where the Breaching Party has been notified or otherwise becomes aware that it is or will be in breach of its obligations, it shall immediately take all reasonable measures at its own cost to prevent or cure the breach within 10 days, including by;

- (i) replacing any non-conforming Planting material with Planting material which conform with the requirements of this Agreement;
- (ii) replacing any non-conforming Inputs with Inputs which conform with the requirements of this Agreement;
- (iii) modifying or correcting any non-conforming Production Method or other processes required by this Agreement, including in accordance with any specific instructions issued by the Aggrieved Party or any relevant certification body; and/or
- (iv) Completing any partial delivery or taking delivery as the case may be, within the time frame agreed between the Parties.

Right to take corrective action

9.5 Where the Breaching Party does not or cannot cure the breach in accordance with Article 9.4 above, the Aggrieved Party may take corrective action in accordance with the articles below.

Corrective action: non-conforming Planting material or Inputs

9.6 If the Breaching Party does not or cannot cure the breach, and the breach does not arise from the Aggrieved Party's failure to comply with its obligations in this Agreement, the Parties may, by agreement, adjust the purchase price to reflect the fair value of the Planting material or Inputs supplied.

9.7 If the Parties cannot agree on an adjusted price for the non-conforming Planting material or Inputs, the Aggrieved Party may reject them and withhold payment. [True for both parties?]

9.8 Where the non-conforming Planting material or Inputs are hazardous, dangerous or unsafe, the Aggrieved Party may require the Breaching Party to safely dispose of those Planting material or Inputs at the expense of the Breaching Party.

Corrective action: failure to supply Planting material or Inputs

9.9 Where the Breaching Party fails to supply the Aggrieved Party with the agreed Planting material or Inputs, the Aggrieved Party may obtain replacement Planting material or Inputs of a similar description and quality at the cost of the Agency. [The way it is constructed, it would be better to specify the actual parties]

Corrective action: failure to take delivery

9.10 Where the WBSFP&HDCL fails to take delivery of conforming Planting material within 10 days from the delivery time the Agency may sell the Planting material to a third party and may claim from the WBSFP&HDCL the difference between the price under this Agreement and the price that the Agency received for the Planting material.

Termination upon failure to cure or correct

9.11 Where the Breaching Party has committed a breach of this Agreement that is not a Fundamental Breach, and an attempt to cure by the Breaching Party, or corrective action by the Aggrieved Party, has failed to cure, prevent, or correct the breach, the Aggrieved Party may, with 14 days notice in writing to the Breaching Party, terminate this Agreement. [Notice period may be the same as mentioned before]

Termination upon Fundamental Breach

9.12 Where the Breaching Party commits a Fundamental Breach of this Agreement, the Aggrieved Party may terminate the Agreement with 14 days notice in writing to the Breaching Party. The following events are deemed to be a Fundamental Breach:

- (i) The WBSFP&HDCL failing to take delivery of conforming Planting material, or significantly delaying in taking delivery, on at least 3 occasions and by at least 10 days on each occasion;
- (ii) The WBSFP&HDCL failing to pay for conforming Planting material for more than 60 days past the payment date;
- (iii) The Agency entering into any unauthorised marketing arrangement with any party or parties other than WBSFP&HDCL for the Planting material produced in the Mohitnagar Farm, Jalpaiguri, as detailed; [Will this not apply solely to the material produced for the Corporation? The other material, I guess, it would be free to sell to anyone]
- (iv) The Agency failing to deliver conforming Planting material in accordance with the delivery Schedule, or significantly delaying in making delivery on at least 3 occasions and by at least 10 days on each occasion.

Damages

9.13 Without limiting any other rights or remedies available under this Agreement, the Aggrieved Party may claim damages for any costs, losses or expenses which are attributable to the Breaching Party's breach of this Agreement in accordance with the applicable laws.

10 DURATION, RENEWAL AND TERMINATION

Duration

10.1 This contract is valid for a period of 4 years from the date of concluding this agreement

Termination

10.2 This Agreement may be terminated:

- (i) following a breach of the Agreement in accordance with Article 9.11 or 9.12;
- (ii) by mutual agreement of the Parties;
- (iii) by either Party by giving 60 days written notice to the other Party.

Renewal

10.3 Upon expiration of this Agreement in accordance with Article 10.1, the Parties may agree in writing to its renewal.

Periodic review

10.4 The Parties shall meet on a monthly basis to review the implementation of this Agreement. Where a Party's ability to fulfil its obligations under this Agreement has fundamentally altered due to a significant change of circumstances, that Party may request a renegotiation of one or more of the terms of this Agreement, and the other Party shall consider that request in good faith.

11 DISPUTE RESOLUTION

11.1 The Parties to this Agreement shall provide notice to each other in the event of any disputes arising out of this Agreement and shall seek to amicably resolve the same within 30 days, through negotiation and cooperation, any such dispute concerning the application or interpretation of the Agreement.

11.2 If the Parties to this Agreement are unable or unwilling to resolve the dispute amicably, the Parties shall seek arbitration. The Arbitrator shall be decided upon by mutual consent of both the Parties.

11.3 Where the dispute has not been resolved in accordance with the preceding paragraphs, any Party may submit the dispute to the courts under the jurisdiction of the High Court at Kolkata, exclusively.

11.4 This Agreement and any dispute arising out of it will be governed by the provisions of the Indian Contract Act, 1872, as amended.

12 SIGNATURE

Signed [by]/[for and on behalf of]
the Agency: [insert name]
*[Insert if signing on behalf of the
Agency - Position:]*

Signed [by]/[for and on behalf of]
the WBSFP&HDCL: [insert name]
*[Insert if signing on behalf of the
Agency - Position:]*

Signature:

Signature:

Date:

Date:

Done at: [insert location] in the
presence of:

ANNEXURE-2

SCHEDULE OF LAND AND ASSETS AT MOHITNAGAR FARM ,JALPAIGURI
UNDER WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE
DEVELOPMENT CORPORATION LTD.

NAME OF FARM	LAND		BUILDING		PLANTATION STRUCTURES		PLANTATION (MOTHER PLANT)		IRRIGATION FACILITY
	CLASSIFICATION (ROAD, ORCHARD, FARMYARD, TANK/WATERBODY etc)	AREA (IN SQMT.) TOTAL AREA - 40440 SQMT (10.11 ACRE)	TYPE (TRAINING CENTER, GUEST HOUSE, GODOWN, OFFICE, QUARTER ETC..)	FLOOR SPACE (IN SQMT)	TYPE (POLYHOUSE /SHADE-NET/ VERMI COMPOST UNIT ETC..)	AREA (IN SQMT)	TYPE (MANGO, LIME,LITCHI etc.)	NUMBERS	
Mohitnagar Farm , Jalpaiguri	Road (Pucca)	1600	Training centre & Guest House	-	Poly house	-	Mango	200	4 no. Shallow (2 in running conditions)
	Road (Kanhha)	1000							
	Orchard	1500	Office	120	Net House	-	Lime	20	
	Farm yard	-	Godown	-			Litchi	30	
	Water body	126	Guard room	18					
	Veg. field	-	Staff quarters(3)	-					
	Uncultivated land	36076	Pump room	-					
	Forest plants	-							
Total		40302		138				250	4

ANNEXURE-3

REQUIREMENT OF PLANTING MATERIAL						
Crop	2021-22	2022-23	2023-24	2024-25	Variety	Price
Mango		2,00,000	2,00,000	2,00,000	Amrapali/Himsagar	₹28/pc
Mandarin Orange	1,00,000	1,00,000	1,50,000	1,50,000	Darjeeling	₹30/pc
Black Pepper	50,000	1,00,000	1,00,000	1,00,000	Panniyur-1/2/3/4/5/6/7/8	₹ 10/pc
TC Banana (only hardening)	7,50,000	5,50,000	5,50,000	5,50,000	G-9	₹15/pc

Specification

MANGO (AMRAPALI/HIMSAGAR)
<ol style="list-style-type: none"> 1 Type of rootstock: Straight and vigorous growth, no root coiling 2 Age of rootstock: 10 – 12 months 3 Diameter of rootstock: 10 to 12 mm 4 Age of scion: 6 – 7 months (Matured past season’s growth) 5 Diameter of scion: 7 to 12 mm 6 Type of scion: Non-flowering terminal shoots (30 to 40cm) 7 Height of planting material: 1 – 1.5 m. 8 Graft union: Matured, Smooth, Union of graft 15 – 20 cm from collar region of root stock 9 Foliage: Healthy, green and actively growing. 10 Disease / pest (Health standard): Healthy and free from pest and diseases 11 Packaging: Well settled material in Poly-pack (above 50 micron)

MANDARIN ORANGE(DARJEELING)
<ol style="list-style-type: none"> 1.Type : Straight and vigorous growth, no root coiling, hardened true to type plants. 2.Age of Plant : Well matured 3.Height of the Plant: not less than 45 cm. 4.Basal Diameter:1-1.5 cm 5. Root system: Well established and profuse root 6.Foliage:Healthy,green and actively growing 7 Diameter of stem: 1 – 1.5 cm 8 Disease / pest (Health standard): Healthy and free from pest and diseases 9 Packaging: Well settled material in Poly-pack (above 50 micron)

BLACK PEPPER (PANNIYUR-1/2/3/4/5/6/7/8)

1. Basal Diameter of Sapling : 1 cm (about)
2. Plant Height: Not less than 45 cm
3. Foliage :Healthy ,green and actively growing cuttings with 3 to 4 leaves of 3 to 4 months old
4. Root System: Well established & profuse root
5. Disease/Pest(Health slandered): Healthy and free from pest and diseases
6. Packaging : Well set in poly -pack

T.C BANANA [only hardening]-(G-9)

The Tissue Culture Banana saplings of Grand Naine must be supplied in Poly-Bag containing Media , free from any contamination like soil etc. and with the slandered height of each fully Hardend sapling being 10 to 12 inches.

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 advance production of planting materials in Mohitnagar Farm, Jalpaiguri.

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 and the Agreement as at Annexure-1.

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. Letter of Authorization in Form C

2. Form A should be submitted on the company's letter head duly seal and signed by the authorized person.
3. Tender Process Fee of Rs. 10,000/- in favor of the WBSFP&HDCL Ltd, payable at Kolkata.
4. EMD
5. General information of the Bidder in Schedule i
6. Affidavit or Self Declaration of eligibility in Schedule II
7. Undertaking in Schedule iii
8. Self Attested copies of all Supporting Documents.
9. 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-i: 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 Authorized Signatory)

For and on behalf of (Name of the Bidder)

FORM – B

(FORMAT FOR SUBMISSION OF FINANCIAL BID)

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

Sub: Selection of Agency for advance production of planting materials in Mohitnagar Farm, Jalpaiguri.

Madam,

With reference to your subject mentioned tender in WBSFP&HDCL, we hereby quote our most competitive rates as follows:

PLANTING MATERIAL	MINIMUM PAYMENT TO WBSFP&HDCL (Bids to be above ₹ 5 lakhs) (to be entered only once)	QUANTITY OF PLANTING MATERIAL TO BE BOUGHT BACK BY WBSFP&HDCL (in nos. and fixed)	BUY-BACK PRICE (in ₹ and fixed)	TOTAL REVENUE FROM BUY-BACK BY WBSFP&HDCL (in ₹ and fixed)	PERCENTAGE OF PROFIT FROM BUY-BACK OFFERED TO WBSFP&HDCL PER YEAR (Bids to be above 10%) (to be entered only once)

Thanking you,

Yours faithfully,

(Signature)

Name:_____

Designation: _____

Mobile No.: _____

e-mail: _____

FORM - C
(AGENCY'S LETTER HEAD)
AUTHORISATION LETTER

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

Sub: Selection of Agency for advance production of planting material in Mohitnagar Farm, Jalpaiguri.

Madam,

We _____ who are established and reputable Producer/ growing Firm of _____ (Item Name &Description of Goods offered) having production facility at _____

_____ (Complete address of the facility)do hereby authorize _____ to submit a bid, and sign an Agreement with you for the goods produced by us against the above Tender for the quantity as follows:-

Sl. No.	Description of Item	Variety	Quantity (in nos.)	Price

No company or firm or individual other than _____ authorized to bid and conclude the contract for the above goods produced by us against this specific bid.

Schedule-ii: Affidavit (Duly Notarized)

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

I, S/o _____, aged about ____years, Resident of _working as _____(insert designation) of the _____(insert name of the single bidder/consortium member if a consortium), do hereby solemnly affirm and state as follows :

1. I am the authorised signatory of _____ (insert name of company/ FIRM/ consortium) (hereinafter referred to as “Bidder”) having its registered office at _____. I am duly authorised vide Authority Letter/ Board Resolution dated _____of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I have submitted information with respect to our eligibility “Selection of Agency for advance production of planting material in Mohitnagar Farm, Jalpaiguri” to WBSFP&HDCL.
3. I state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
4. I hereby declare that if any point of time, in case WBSFP&HDCL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of WBSFP&HDCL.
5. I state that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Bid Document have been duly complied with.
7. I on behalf of _____, undertake to work as per the terms and conditions rolled out by WBSFP&HDCL.
8. I on behalf of _____, undertake to submit accounts of sales for the planting material sold to third parties, and remit the share of the WBSFP&HDCL in terms of the Revenue-Sharing arrangement detailed under clause 4 (n) of the Tender document.
9. I understand that WBSFP&HDCL reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interests at any time prior to the award of contract, without assigning any specified reasons whatsoever.

DEPONENT

(Name, Designation with & Seal)

VERIFICATION:

I, the above-named deponent, do verify that the contents of paragraphs 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this _____ .day of _____, 2018.

DEPONENT

(Name, Designation with & Seal)

Schedule-iii:

Undertaking for not being banned for business by any Govt. Organisation/PSU/etc. (Duly Notarized)

(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 _____ Manufacture / 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 found false I/we are fully aware that the tender/ contract will be rejected/cancelled by WBSFP&HDCL, and EMD/ Performance Security shall be forfeited.

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY