



**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
E-mail: wbsfphdcl@gmail.com

No:54/WBSFPHDCL/1770/2021-22

DATE:07.10.2021

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

(For Empanelment of Vendors/ Agency for Supply of Saplings , Agri-inputs and structure for protected cultivation with irrigation facilities & other associated items under different Govt. Scheme (other than MGNREGA)

1.	Name of Work	West Bengal State Food Processing & Horticulture Development Corporation Limited (WBSFPHDCL) intends to empanel firm/companies involved for Supply of Saplings , Agri-inputs and structure for protected cultivation with irrigation facilities & other associated items under different Govt. Scheme (other than MGNREGA).
2.	Application fees	Vendors are requested to submit non-refundable Application Fee of an amount equivalent to Rs 5,000 /- in the manner as mentioned in the EOI document.
3.	Period of Empanelment	2 (two) years
4.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	08.10..2021
5.	Application submission start date (Online)	08.10.2021
6.	Application Submission closing (Online)	29.10.2021 by 3 PM
7.	Last date of submission of online of Application	29.10.2021 by 3 PM
8.	Opening of Application (Online)	01.11.2021 at 3 PM
9.	Name & address of office inviting tender	The Managing Director, West Bengal State Food Processing & Horticulture Development Corporation Limited, BENFISH TOWER (6th Floor), 31, G.N. Block, Sector-V, Kolkata-700091

Project details: Applicants are advised to go through the EOI document for Project related information.

The Applicants shall submit its Application in online only.

Note:

1. WBSFPHDCL reserves the right to cancel or modify the EOI process without assigning any reason and any liability.
2. Further details can be seen on website <https://www.ipshabengal.com>, www.wbfpib.gov.in and wbtenders.gov.in

S/d
Managing Director,
WBSFP&HDCL

Expression of Interest (EOI)

For

Empanelment of Vendors/ Agency for Supply of Saplings , Agri-inputs and structure for protected cultivation with irrigation facilities & other associated items under different Govt. Scheme (other than MGNREGA).



EOI No: 54/WBSFPHDCL/1770/2021-22 Date:07.10.2021

Issued by:

**West Bengal State Food Processing & Horticulture Development
Corporation Limited (WBSFPHDCL)**

BENFISH TOWER (6th Floor)

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

E-mail: wbsfphdcl@gmail.com

DISCLAIMER

1. The information contained in this Technical Bid document (the “EOI”) or subsequently provided to interested parties (Applicants), whether verbally or in documentary or in any other form by or on behalf of West Bengal State Food Processing & Horticulture Development Corporation Limited, (hereinafter referred to as “WBSFPHDCL”) or any of its employees or advisors, is provided to the Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
2. WBSFPHDCL has prepared this document to give interested parties background information on the Project. While WBSFPHDCL have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBSFPHDCL nor any of its authorities or agencies are responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an EOI. The information is provided on the basis that it is not binding on WBSFPHDCL, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. WBSFPHDCL reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Table of Content

Sl. No.	Content	Page No.
1.	Background	1
2.	Empanelment of Vendors	1
3.	Calendar of Events	1
4.	Venue and Deadline for submission of Application	2
5.	Eligibility Criteria	2
6.	Documents (Online Submission) to be submitted by Applicant	2
7.	EOI (Application for Empanelment) Submission by the Applicant	3
8.	Empanelment Procedure	3
9.	Notification of Empanelment	4
10.	Terms & Conditions	4
11.	Annexure – I Format of Undertaking	9
12.	Annexure II – Applicant’s Profile	10
13.	Annexure III– Applicant’s Experience	11
14.	Annexure IV: Self Declaration on Blacklisting	12
15.	Annexure V: Format of Power Of Attorney for Authorizing Signatory of the Applicants	13
16.	Appendix 1 – General Guidelines for E-Bidding	14
17.	Appendix 2 – Draft Form of Agreement	15

EOI - Empanelment of Vendors

1. Background

The West Bengal State Food Processing & Horticulture Development Corporation Limited (WBSFPHDCL) (hereinafter also referred to as the “Corporation”) registered under Companies Act 1956 & under the administrative control of Dept. of FPI & H, Govt. of West Bengal engaged in production & marketing of different fruit plants, agri-inputs, implements etc. The corporation has also undertaken various projects under MGNREGA in different districts of West Bengal as PIA.

2. Empanelment of Vendors

WBSFPHDCL Invites applications for empanelment of Firms/ Companies involved for (A) supply of Horticultural Saplings, Agri Inputs and (B) Structure for protected cultivation with irrigation facilities & other associated items to the Districts to the following zone of West Bengal under different Govt. Scheme (other than MGNREGA).

Zone - 1	Zone - 2	Zone - 3	Zone - 4
South 24 Parganas	Coochbehar, Alipur Duar, Darjeeling, Siliguri, Jalpaiguri	Uttar Dinajpur, Dakshin Dinajpur, Malda, Murshidabad, Nadia	Purulia, Bankura, Paschim Medinapur, Purba Medinapur, Birbhum, North 24 Parganas, Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman

Empanelment of Vendor to take place at Zone level. Interested Vendor has to clearly indicate the name of the Zone it is applying. A Vendor can apply for supply of Sapling and agri-inputs any or all of the zones & they have to mention the name of the zone/s and a Vendor can apply for Structure for protected cultivation with irrigation facilities & other associated items any or all of the zones & they have to mention the name of the zone/s for which they are applying clearly in their Application.

Interested Applicants can submit their Application only through electronic means, as per guidelines provided in Appendix 1.

3. Calendar of Events

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	08.10..2021
2.	Application submission start date (On line)	08.10.2021
3.	Application Submission closing (On line)	29.10..2021 by 3 PM
4.	Opening of Application (Online)	01.11.2021 at 3 PM

4. Venue and Deadline for submission of Application

4.1. Vendors are requested to submit the details as per the prescribed format along with the non- refundable amount of Rs. 5,000- towards processing fee are to be deposited in favour of West Bengal State Food Processing & Horticulture Development Corporation Limited through ICICI Payment Gateway failing which the tender will be treated as informal.

5. Eligibility Criteria

- i. An Applicant submitting the response in response to this Technical Bid (EOI) shall hereinafter be referred to as applicant. Only those applicants who fulfill the following credentials should respond to this invitation
- ii. The Applicant may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society. The Applicant must have Office in West Bengal and minimum three years’ experience in supply of Horticultural Saplings and Agri-inputs and/ or structure for protected cultivation with irrigation facilities & other associated items to any State/ Central Government Organizations or State/ Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals
- iii. Intending Applicant should produce credentials of a similar nature in supply of Saplings/ Agri Inputs of the minimum cumulative value equivalent to Rs 10 lakhs and for or structure for

protected cultivation with irrigation facilities & other associated items of the minimum cumulative value equivalent to Rs 10 lakhs during 3 (three) years prior to the date of issue of the EOI to any State/ Central Government Organizations or State/ Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals

- iv. The Applicant should have Own Nursery/ies or leasehold (registered) covering varieties of horticulture/ forest plants and in case of Agri-Inputs, the Applicants should have all necessary documents of trading/ manufacturing.
- v. The Applicant should have all requisite License/ Dealership/ manufacturing for structure for protected cultivation with irrigation facilities & other associated items

6. Documents: Scan copy of documents are to be submitted online by the Applicant

- i. Copy of Tender Fees, as deposited through ICICI Bank Payment Gateway.
- ii. Trade License (in case of proprietorship firm/ partnership firm) showing the nature of trade i. e. nursery/ agri-input selling/ horticultural related activities.
- iii. Registered copy of the trust deed/ Society deed
- iv. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- v. 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 nursery in the state, where the supplier/ vendor will be asked to supply agri inputs, valid trade licenses/ permission for the same
- vi. PAN
- vii. GST Certificate
- viii. P. Tax Challan for 2020-21 or 2021-22
- ix. Client Certificate towards credential supported by work completion certificate/ Payment certificate.
- x. Profit& Loss Statements and Balance Sheets for three years i.e 2017-18 to 2019-2020.
- xi. IT return for the last Three Financial Years i.e. 2017-18, 2018-19 and 2019-20
- xii. Annexure I to V as per the format enclosed
- xiii. This EOI is non-binding in nature. A response to this EOI does not automatically ensure that you will be selected to participate in tender or be selected for procurement. The Corporation shall not be responsible for the costs incurred by you in preparing and submitting your Technical Bid.

7. Empanelment Procedure

- i. The objective of evaluation methodology is to facilitate the empanelment of technically superior vendors. The applicant's will be evaluated on the basis of Eligibility Criteria as mentioned under Clause 5 and documents as listed under Clause 6 of this EOI document.
- ii. The vendor will be empaneled as per the following process:
- iii. Vendors satisfying the eligibility criteria will be short listed and will be empaneled with WBSFPHDCL after due scrutiny of documents submitted by the Applicant and site visit by the officials/ representatives of WBSFPHDCL. WBSFPHDCL may, at its sole discretion, decide to seek more information from the Applicants. The clarification shall be given in writing immediately.
- iv. The Evaluation committee constituted for the purpose, may waive any informality or non-conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any applicant. Decision of the Evaluation Committee would be final and binding upon the Applicants.
- v. The Applicant may be called to make detailed presentation before the evaluation committee on a suitable date as informed by WBSFPHDCL.
- vi. Decision of WBSFPHDCL in respect of evaluation methodology and short listing of Applicants will be final.

8. Notification of Empanelment

- i. WBSFPHDCL after evaluation of the Application received and site visit will intimate Vendor/s whether their application has been accepted through a registered letter or by email.
- ii. The applicant shall acknowledge in writing, receipt of the intimation of empanelment and shall send his acceptance within four (4) days of receiving the intimation along with a copy of the Agreement on stamp paper of requisite value and a security Deposit by way of Demand Draft/ Pay Order of Rs 5 lacs from a Schedule Commercial Bank in favour of the West Bengal State Food Processing & Horticulture Development Corporation Limited, payable at Kolkata .
- iii. The security deposit will be kept with the Corporation for a period of 2 years from the date of Agreement. The same shall be returned after the completion of the supply of material indented during the Agreement Period.
- iv. Failure to abide by this, may lead to non acceptance of the Application.
- v. The Corporation shall enter into a Supply Agreement/ Contract with the Selected Vendor. A draft of the Agreement is enclosed as Appendix 2.
- vi. The Corporation reserves the right to expand the panel of vendors, if required, as and when necessary, during the tenure of the Agreement and panellist will not have any right to object whatsoever.

9. Terms & Conditions

- i. The undersigned reserves the right to withdraw or include any item without assigning any reason thereof.
- ii. The undersigned reserves the right to reject the Application of any Applicant who is a defaulter to the WBSFPHDCL in respect of payment of dues.
- iii. Empanelment would be for a period of two years from the date of issuance of empanelment letter/agreement subject to satisfactory services and yearly review. If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for empanelment or any tender is false or irregular while applying for the tenders WBSFPHDCL shall reserve the right to remove such vendors from the empaneled list without giving any notice to the vendors in advance.
- iv. The response should be submitted in a structured format as per the checklist appended with number on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information are liable for rejection. (Authorization Letter from the company should be furnished along with the application)
- v. The evaluation of the applications for empanelment shall be carried out by the committee constituted for the purpose.
- vi. Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the EOI submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserved the right to relax the evaluation criteria.
- vii. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBSFPHDCL
- viii. During empanelment period, WBSFPHDCL reserves the right to de-panel, if the service provided by the vendor is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, the WBSFPHDCL reserves the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. WBSFPHDCL's decision will be final in this regard.
- ix. In order to allow prospective Applicants reasonable time in which to take the amendment into account in preparing their response, WBSFPHDCL, at its discretion, may extend the deadline for the submission of response.
- x. WBSFPHDCL shall conduct limited tendering process inviting financial bids from amongst the Empaneled Vendors for selection of successful Applicant/s to supply Saplings and Agri-inputs, Structure for protected cultivation with irrigation facilities & other associated items for each of the zone from time to time

- xi. The successful Applicant shall have to supply Saplings (and Agri-inputs, Structure for protected cultivation with irrigation facilities & other associated items if required) in desired quantity within the stipulated time frame post signing of the Contract, failure of which will be considered as event of default and may lead to termination of contract and forfeiture of performance security.
- xii. The Selected Bidder/ Supplier shall have to supply the indented quantity of materials to different Gram Panchayats of the concerned district or as per the instruction of the District Administration/ Corporation.
- xiii. Supply of the indented quantity of the material to the destination places shall be completed within scheduled calendar days of the concerned districts.
- xiv. Any disputes in the quality and quantity of supplying materials will be the sole responsibility of the supplier/ selected bidder.
- xv. **The Selected Bidder shall receive payments on back to back basis i.e., WBSFP&HDCL will pay to be 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**
- xvi. All payments made to the Agency by the WBSFP&HDCL shall be subject to deduction of 7% of the invoice value (excluding GST) raised by the Agency to the Agency towards its administrative charges/fee/charges. The Agency after deducting 7% of the invoice value (excluding GST) shall remit the balance 93% along with GST (if applicable) to the WBSFP&HDCL.
- xvii. The responsibility of the Successful Bidder includes transportation, loading, sorting, unloading and delivery to the headquarters of the respective Gram Panchayats or any other destination without damaging the plants.
- xviii. Any transit losses will have to be borne by the Supplier.
- xix. The material to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage without any damage and as per the specification mentioned.
- xx. The supplied planting material which does not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.
- xxi. Prior to certifying/ acknowledging the challans, the receipt authority shall satisfy themselves about the quantity and quality of the materials.
- xxii. 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 therefrom or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the Agency 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, Govt. of West Bengal. When at that level the dispute is not resolved, the dispute would be resolved by the sole Arbitrator appointed jointly by the two parties and his award shall be final.
The High Court of Calcutta alone shall have jurisdiction to adjudicate thereon.
- xxiii. The place of Arbitration will be Kolkata and the language shall be English
- xxiv. The award of the Arbitrator shall be binding on both the parties.

Annexure – I Format of Undertaking

(on Company's Letter Head)

(The Applicant shall submit together with CHECK LIST & other documentary evidences)

To,

The Managing Director,

West Bengal State Food Processing & Horticulture Development Corporation Limited,

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

E-mail: wbsfphdcl@gmail.com

Dear Sir/ Madam,

EOI Ref No:

Subject: "Application for Empanelment of Vendors for (A) supply Saplings and Agri-inputs and (B) Structure for protected cultivation with irrigation facilities & other associated items for the (Name of the Zone)

Dear Sir/Ma'am,

1. With reference to your EOI reference no __ __ __.dated , M/s_ hereby submit the EOI application for the subject project.
2. I/We certify that all information provided in the application is true and correct.
3. I/We understand that this EOI is non-binding in nature.
4. I/We acknowledge that the right of the Corporation to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We understand that the Corporation reserves the right to modify, cancel, suspend or terminate any aspect of the EOI process at any time, for any reason, without giving prior notice and the Corporation (including their officers, employees, consultants) will not be bound by this EOI.
6. I/ We understand that this EOI is non-binding in nature and the Corporation reserves the right to follow a competitive bidding process for selection of Vendor/s, subsequent to this EOI.

Yours faithfully, (Signature, name and designation of the Authorized signatory)

(Name and seal of the applicant)

Annexure II – Applicant’s Profile

Sl. No.	Particulars	Details
A	Profile	
1	Name of the Applicant / firm/Agency/ Vendor	
2	Status of Applicant (Company, Partnership, Prop., etc.)	
3	Year of Establishment & Details of Registration/Trade License/Company registration documents (attach Documentary Proof)	
4	Number of years’ experience in Supply of	
5	Address	
6	Telephone number	
7	Fax number	
8	Email Address	
9	Website address of the Company, if any	
10	Key person (s) with contact details a) Head Office / registered Office	
11	PAN & P.Tax (2020-21 or 2021-22)	
12	Authorized Official with Name, Designation, Contact Phone No/Mobile No / FAX No. etc. for the EOI	
13	Trade License (in case of proprietorship firm/ partnership firm)/ Registered copy of the trust deed/ Society deed/ In case of Company – Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc. / In case of Partnership Firm, registered under the Partnership Act., 1932 –details of partners, details of their business and partnership deed etc. duly attested by Notary	
14	Service Tax No. / GST No	
15	Provisional GSTIN (attach GST certificate)	
16	IT return for the last Three Financial Years i.e. 2017-18, 2018-19 and 2019-20	
17	Audited Profit& Loss Statements and Balance Sheets for three years i.e 2017-18 to 2019-2020.	
18	Client certificate towards Applicant credential	
19	Location of Nursery	

** Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our EOI is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Applicant’s Experience

Sl. No.	Details of the Completed Work (similar nature of the minimum cumulative value equivalent to Rs 10 lakhs during 3 (three) years prior to the date of issue of the EOI)	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., email	Value of Work	Whether reference Letter Enclosed (Y/N)	Date of Completion of Work
1	2	3	4	5	6	7

(*Enclose necessary documentary proof – Pl mark necessary page No for each of the enclosures)

**Annexure IV: Self Declaration on Blacklisting
(To be submitted on Vendor's letter head)**

Ref: EOI No.

- vi. I/ We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central Government Organizations or State/ Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals .If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the Application/ Tender if any to the extent accepted may be cancelled.

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

Annexure V: Format of Power of Attorney for Authorizing Signatory of the Applicants

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at , who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the “Corporation”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to WBSFPHDCL, representing us in all matters before WBSFPHDCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with WBSFPHDCL in all matters in connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20**

For
(Signature)
(Name, Title and Address)

Witnesses:

- 1 1. [Notarized]
- 2 Accepted (Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix 1 – General Guidelines for E-Bidding

Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in) (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e- Tendering site as given on the web portal

Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

The organization / agencies can search & download N.I.T. & Expression of Interest (EOI) Document(s) electronically from computer once they log on to the website.

Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The Bidder are advised to submit the Application well in advance of the deadline as the WBSFP&HDCL will not be liable or responsible for non- submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Applicant

An Applicant desirous of taking part in RFP process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password. –

Appendix 2 – Draft Form of Agreement

This Agreement is made on this Day of Between
The Managing Director, West Bengal State Food Processing & Horticulture Development Corporation Limited, BENFISH TOWER (6th Floor), 31, G.N. Block, Sector-V, Kolkata-700091 as the 1st Party (hereinafter called the Corporation), which include its successors
and
..... (Name of the Agency) the 2nd party (hereinafter called as Vendor), which includes its Successors, for purchasing of different saplings and Agri-Inputs and Structure for protected cultivation with irrigation facilities & other associated items by the 1st Party from the 2nd Party as per requirement of the 1st Party.

Now, this Agreement is made on the following terms and conditions as stated below by and between the 1st Party and the 2nd Party.

1. The 1st Party would place necessary orders from time to time on the 2nd Party on the basis of estimated requirements / order received from different customers/authorities/indenting authorities.
2. That the 2nd Party would offer their price for various saplings to the 1st Party from time to time.
3. The 2nd Party on receipt of the order will execute the indent and the supply would be made by the 2nd Party at the respective destinations stated by the 1st Party in its order. In case the saplings and inputs and Structure for protected cultivation with irrigation facilities & other associated items are rejected for any reason, what-so-ever by the indenting authority, then the 2nd Party is liable to replace the entire quantity.
4. The 2nd Party would make necessary arrangement for inspection of saplings, inputs and Structure for protected cultivation with irrigation facilities & other associated items by the 1st party or its representatives either before or after the delivery .
5. That the 2nd Party would make necessary suitable packaging with standard good density polythene packet as per order of the indenting authority.
6. That the 2nd Party would make necessary delivery of the saplings and Structure for protected cultivation with irrigation facilities & other associated items at the locations and to authorities/ agencies as indicated by the 1st Party.
7. That the transportation and handling charges will be borne by the 2nd Party i.e. F.O.R. at the destination point to be specified by the indenting authority.
8. The 2nd Party, on execution of supply on written advice of the 1st Party would submit its bill in duplicate along with challans, signed by the indenting authority or its representative to the office of the 1st Party at WBSFPHDCL.
9. Where ever the 1st Party sells the saplings/inputs/ Structure for protected cultivation with irrigation facilities & other associated items of the 2nd Party, the 1st Party would make necessary payment to the 2nd Party against their supply on receipt of payment from the indenting authority i.e. payment to the 2nd Party to be made on back-to-back basis.
10. All payments made to the 2nd Party by the 1st Party shall be subject to deduction of 7% of the invoice value (excluding GST) raised by the 2nd Party to the 1st Party towards its administrative charges/fee/charges. The 1st party after deducting 7% of the invoice value (excluding GST) shall remit the balance 93% along with GST (if applicable) to the 2nd party.
11. **The second party shall receive payments on back to back basis i.e., WBSFPHDCL will pay to be second party only after receiving of payments from concerned Government Departments/ Authority against the requisition. The Corporation will not take any responsibility for payment until non-receipt of payment from the concerned Govt. Departments/ Authority. No interest can be claimed by the 2nd party for any delay of receiving payment from Indenting Authority.**

12. That if the indenting authority imposes any penalty on the 1st party for non-supply of saplings and inputs within the stipulated period of time, or for supply of saplings and inputs of inferior quality and other reasons whatsoever, with regard to the saplings of the 2nd Party, the 2nd Party would be liable to compensate the same to the 1st Party (to the extent of the loss incurred and/or penalty imposed by the indenting authority).

13. The 2nd Party would replace the damaged quantity of the saplings & inputs, if those are rejected by the indenting authority.

14. In case of discrepancies arising out of this Agreement, only Calcutta High Court shall *have the jurisdiction for settlement of the disputed matter.

15. That this Agreement shall remain valid for a period of two years from the date of execution of the Agreement.

16. If 1st Party and 2nd Party agree to continue the business with each other after successful completion of 2ND year of agreement, the agreement may be renewed and revalidated for a further period, if both parties mutually agree.

17. The other responsibilities of the Second Party are as follows:

a. Transportation, loading, sorting, unloading and delivery to the headquarters of the respective Gram Panchayats or any other destination without damaging the plants. Any transit losses will have to be borne by the Supplier.

b. The material to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage without any damage and as per the specification mentioned.

c. The supplied planting material which do not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.

18. In the event of any question/dispute or difference arising between WBSFP&HDCL and the 2nd party on any matter covered by these Terms & Conditions or arising directly or indirectly therefrom or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the 2nd party 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, Govt. of West Bengal. When at that level the dispute is not resolved, the dispute would be resolved by the sole Arbitrator appointed jointly by the two parties and his award shall be final.

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

19. The place of Arbitration will be Kolkata and the language shall be English

20. That this Agreement can be terminated by either of the parties by giving 90 (Ninety) days' notice in advance to the other side.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS BEFORE WITNESSES.

For

For.....

(2nd Party)

(1st Party)

Witnesses :

Witnesses :

- 1.
- 2.

- 1.
- 2.