



**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. 149/WBSFPHDCL/1770/2022-23

Date: 22.03.2023

NOTICE INVITING RE-E-EXPRESSION OF INTEREST

1. Invitation

RE-E-expression of Interest are hereby invited from the reputed Manufacturers/ Suppliers/ Authorized Distributors for supply of Plastic Mulching Sheet to the different Blocks in the Districts of West Bengal.

An Agreement will be signed with the L-1 bidder that submit the Proposals, meet the evaluation and qualification criteria. Purchase Orders will be placed separately to the L1 bidder on receipt of requisition from appropriate authority.

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 Supply of Plastic Mulching Sheet both side black & for Supply of Plastic Mulching Sheet side black and one side silver as mentioned below:-

SI No	Name of the Item	Specification	Commencement of Supply
1	Plastic Mulching Sheet	1. Size – 1.2 mt. width and 400 mt. roll as per BIS Standard (IS 17216;2019) 2. 100 micron both side black Plastic Mulching Sheet.	Completed within 40 working days of the issue of supply order
2	Plastic Mulching Sheet	1. Size – 1.2 mt. width and 400 mt. roll as per BIS Standard (IS 17216;2019) 2. 100 micron one side black and one side silver Plastic Mulching Sheet	
3	Plastic Mulching Sheet	1. Size – 1.2 mt. width and 400 mt. roll as per BIS Standard (IS 17216;2019) 2. 60 micron both side black Plastic Mulching Sheet	
4	Plastic Mulching Sheet	1. Size – 1.2 mt. width and 400 mt. roll as per BIS Standard (IS 17216;2019) 2. 60 micron one side black and one side silver Plastic Mulching Sheet.	

2.Scope of Work

- i. The WBSFPHDCL, hereinafter referred to as the Tender Inviting Authority, seeks offer for supply of Plastic Mulching Sheet from the reputed manufacturers/ Suppliers/ Distributors.
- 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.	Date of uploading (Publishing) of N.I.T. and other Documents(Online)	22.03.2023
2.	Documents download start date (Online)	22.03.2023
3.	Bid proposal submission start date (Online)	22.03.2023
4.	Documents download end date(Online)	06.04.2023
5.	Bid proposal Submission end date(Online)	06.04.2023
6.	Date & Time of opening of technical bids(Online)	10.04.2023
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 three financial years within the period from 2017-18 to 2021-22.
- ii. Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2021-22.
- iii. The prospective Bidder should have credential for supply of polyethylene film /sheet of an amount not less than Rs. 1.5 Crore to any State/Central Govt. Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal for any of the single financial year out of five completed financial years i.e. F.Y. 2018-19,2019-20,2020-21, 2021-22 & 2022-23
- 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.
- v. Average Annual Turnover of Rs. 3 (three) crores for any single year within the period from 2017-18 to 2021-22.

Mandatory documents requirement

A. For Technical Proposal

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

- I. **Tender Document**
- II. Application in Annexure-I
- III. Payment Certificate or Work Completion Certificate as referred in Clause 4 above to be submitted along with the Performa for performance statement as annexed.
- IV. Proof of Registered supplier/manufacturer.
- V. An Authorization Certificate from the manufacturer in case of dealer/supplier /firm/ agency as annexed.
- VI. PAN Card
- VII. 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)
- VIII. Registered copy of the trust deed/ Society deed
- IX. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- X. 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.
- XI. Income Tax Return for three financial years within the period from 2017-18 to 2021-22.
- XII. Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2021-22..
- XIII. GST Registration Certificate
- XIV. Brand Name and Product Brochure/catalogue with specifications of the offered products.
- XV. Proposer/Bidder shall submit an affidavit mentioning that the “agency/company/firm or its sister company/firm & any of its director/office bearer/authorized agent should neither be convicted by any court of law or blacklisted by any Government/Semi Government concern nor has any named FIR, criminal case regarding misappropriation/defalcation of Govt. fund pending against such or its sister concern by any Government body since 2009.”

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 Plastic Mulching Sheet (Size – 1.2 mt. width and 400 mt. roll) 100 micron both side black and one side black and one side silver Plastic Mulching Sheet each unit (of specified size)

AND

Plastic Mulching Sheet (Size – 1.2 mt. width and 400 mt. roll) 60 micron both side black and one side black and one side silver Plastic Mulching Sheet each unit (of specified size) of above items online in the space marked in the BOQ.

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 Tender 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

EOIs 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. 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.

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. 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.

- 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.

7. Rate Validity

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

8. 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.

9. 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.

10. 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 40 working days of the issue of 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, 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.

11. 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.

12. 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

13. 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.

14. Guaranty/ Warrantee:

The supplier shall be responsible for one year guaranty/ warrantee of supplied material and in case of manufacturing defect , if any, the supplier has to replace the material free of cost.

15. 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.

16. Negotiations

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

17. Sample:

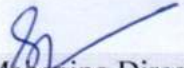
Test Report from the CIPET along with sample will be required from the L1 bidder after selection of L1 bidder for tender item/items. Supply order will be awarded after getting satisfactory report for testing of requisite specifications as per tender document.

18. Execution of Agreement :

After finalization of tender and Performance security the successful tenderers will be required to execute at their own cost a duly Non-Judicial stamped agreement paper in the prescribed format within 7 (seven) days regulating the terms & Conditions of supply.

19. Payment of Bill

The Selected Bidder shall receive payments on back to back basis i.e., WBSFPHDCL 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


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 Plastic Mulching Sheet
Ref. No.149/WBSFPHDCL/1770/2022-23**

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 three financial years within the period from 2017-18 to 2021-22.	
	h. GST Registration Certificate	
	Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2021-22.	

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 Earnest Money 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 NIT 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:

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

Performa for performance statement

IFP No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

Order Placed By (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of goods satisfactory?
				As per contract	Actual		

Signature and seal of the Proposer