



**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. 69/WBSFPDCL/1770/2021-22

Date: 23.12.2021

NOTICE INVITING RE-E-TENDER

1. Invitation

Re-E-Tender are hereby invited from the reputed Manufacturers/ Suppliers/ Authorized Distributors for supply of Poly Mulching Sheet to the different Blocks in the Districts of West Bengal.

Sl No	Name of the Item	Specification	Amount put to Tender	Earnest Money	Tender Fee	Commencement of Supply
1	Poly 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 poly mulching sheet.	4.46 Crore Approx. (Four Crore forty six lakh)	Rs. 8,90,000/- (Eight Lakh ninety thousand)	Rs. 5000/- (Five Thousand)	Completed within 20 working days of the issue of supply order order.

2.Scope of Work

- i. The WBSFPDCL, hereinafter referred to as the Tender Inviting Authority, seeks offer for supply of Poly 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)	23.12.2021
2.	Documents download start date (Online)	23.12.2021
3.	Bid proposal submission start date (Online)	23.12.2021

4.	<i>Documents download end date(Online)</i>	<i>07.01.2022 up to 4 PM</i>
5.	<i>Bid proposal Submission end date(Online)</i>	<i>07.01.2022 up to 4 P.M.</i>
6.	<i>Date & Time of opening of technical bids(Online)</i>	<i>10.01.2022 at 12PM</i>
7.	The tenderer should lodge objection to the tender inviting authority within two days (48 hours) from the date of publication of list of technically qualified bidders and beyond that time schedule no objection will be entertained by the authority	

4. Eligibility criteria for participation in the Tender

- i. The prospective Bidders must have valid Trade License/ Certificate of Enlistment/ S.S.I. Registration (EM Part-II/Udyog-Aadhaar) as per notification of Ministry of Small Scale Industries/Ministry of Micro, Small & Medium Enterprises of Govt. of India. (Valid as on 31.03.2021). PAN, GST Registration Certificate, Income Tax Return for three financial years within the period from 2017-18 to 2020-21
- ii. Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2020-21.
- iii. The prospective Bidder should have credential for supply of LDPE Film 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 two financial years taken together out of four completed financial years i.e. F.Y. 2017-18, 2018-19, 2019-20 & 2020-21
- 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. Annual Turnover of 1(one) crore during each of the last three financial years.

5. 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
- IV. PAN Card
- V. 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 31.03.2021)
- VI. Registered copy of the trust deed/ Society deed
- VII. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- VIII. 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.
- IX. Income Tax Return for three financial years within the period from 2017-18 to 2020-21

- X. Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2020-21.
- XI. GST Registration Certificate
- XII. Order of exemption of EMD by the by the Finance Department of Govt of West Bengal.
- XIII. Affidavit for not being black listed by any Government / Private institution in Nonjudicial stamp.

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 Poly Mulching Sheet (Size – 1.2 mt. width and 400 mt. roll) 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

Tenders are to be submitted online on the website <http://www.wbtenders.gov.in> in two folders at a time, one in Technical Proposal and the other in Financial Proposal, before the prescribed date and time, using the Digital Signature Certificate. The documents submitted by the Bidder should be properly indexed and self-attested with seal.

4. Earnest Money & Tender Fees

a. Online Deposition of Earnest Money & Tender Fees

Earnest Money and Tender Fees are to be deposited in favour of the **West Bengal State Food Processing & Horticulture Development Corporation Limited** through ICICI Bank Payment Gateway failing which the tender will be treated as informal. The Bidders desirous of taking part in the tender have to deposit Earnest Money @ Rs. 8,90,000/- (Rupees eight lakh ninety thousand Only) and Tender Fees @ Rs 5,000/- (Rupees five Thousand only).

For deposition of Earnest Money (at the prescribed rate) & Tender Fees, the Bidders can

refer to the user manual available in "Bidders Manual Kit (Point 10)". Payment should not be made in Corporation's Account directly. It should be deposited through options available on the tendering portal only.

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

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

c. Refund of Earnest Money deposit

The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFP&HDCL within 30 days from the date of finalization of tender, on receipt of application from the bidder. In case of successful Bidder, the Earnest Money deposit will be released after 30 days from the date of completion of supply. No interest on Earnest Money will be paid by the Corporation.

d. Forfeiture of Earnest Money deposit

Earnest Money deposit is liable for forfeiture in the event of:

- i. Withdrawal of offers, while offers are under consideration during the validity period.
- ii. Non acceptance of supply order.
- iii. Any unilateral revision made by the Bidder during the valid period of the offer.
- iv. Failure to execute supply of the entire order or part thereof.

5. Clarification of Bidding Document

If there be any discrepancy or obscurity in the meaning of any clause of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to the Corporation marked to the 'MD, WBSFP&HDCL'. The queries may be sent by email to wbsfphdcl@gmail.com.

The clarification given in response to the queries shall be final and binding on the bidder.

6. 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.

7. 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.

8. Quoting the rates in BOQ :

- i.* The intending Bidders are required to quote the rate online. No offline offer will be entertained.
- ii.* Bidders are to quote the rate for each unit to be supplied to the different districts in the State of West Bengal
- iii.* All Bid prices quoted in the BOQ shall be inclusive of all kind of Taxes, Cess, charges including packaging transportation loading, unloading, carrying and delivery up to the Blocks.
- iv.* The price should be firm, final and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, other components, labor cost etc. and any changes or imposition of statutory levies till the completion of supply as per order.

9. Rate Validity

The rate shall remain effective for one year from the date of acceptance of the Tender

10. Evaluation of Tenders for qualifying in Technical Bid

- i.* All Bids will be evaluated and compared on the basis of the submitted documents. The Tender Inviting and Accepting Authority will determine the eligibility of each bidder through a Tender Committee. The bidders shall have to satisfy all the clauses specified in eligibility criteria, evaluation committee reserves the right to relax the evaluation criteria.
- ii.* Technical proposal will be opened first by the Authorized representative of the WBSFP&HDCL 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.

8. 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 prescribed 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.

9. 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 20 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 by written notice terminate 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 Earnest Money and Performance Guarantee and also debar him to take part in the tender process of the Corporation for the next three consecutive years.

10 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

11. 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.

11. 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.

12. Disputes

In the event of any question/dispute or difference arising between WBSFP&HDCL and the Landscape Development 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.

13. 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.

14. 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 passed report for testing of requisite specifications as per tender document.

15. Performance Security:

The L1 selected bidder will have to submit a Performance Security (Except those organisations who have been exempted by the Finance Department, Govt. of West Bengal) for an amount of 3% of the Financial Bid Value before execution of the Agreement

16. 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 2 (two) days regulating the terms & Conditions of supply.

17. Payment of Bill

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


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 Poly Mulching Sheet
Ref. No. 66/WBSFPHDCL/1770/2021-22

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 2020-21	
	h. GST Registration Certificate	
	Audited Balance Sheet & Profit & Loss Statement of accounts for three financial years within the period from 2017-18 to 2020-21.	

5	Any other points considered to furnish	
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UNDERTAKING

- i. I undertake that all of the above information and documents furnished against the prescribed columns are true to the best of my knowledge and belief.
- ii. I have also gone through all the terms & conditions meticulously and I undertake to comply with same sacrosanctly.
- iii. The rate quoted by me will be valid and binding upon me for the entire period as stipulated in the Tender.
- iv. If I fail to complete the supply within the period stipulated in the supply order due to my own fault/ inconvenience, the Corporation shall reserve the right to forfeit the 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:

Annexure- II- 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 Poly Mulching Sheet 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 Poly Mulching Sheet 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 Poly Mulching Sheet 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 Poly Mulching Sheet by the 1st party or its representatives either before or after the delivery .
6. That the 2nd Party would make necessary delivery of the Poly Mulching Sheet 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 Poly Mulching Sheet 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. **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.**
11. That if the indenting authority imposes any penalty on the 1st party for non-supply of Poly Mulching Sheet within the stipulated period of time, or for supply of Poly Mulching Sheet of inferior quality and other reasons whatsoever, with regard to the Poly Mulching Sheet 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).

12. The 2nd Party would replace the damaged quantity of the Poly Mulching Sheet , 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.

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

14. 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.

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

a. Transportation, loading, sorting, unloading and delivery to the headquarters of the respective destination without damaging the Poly Mulching Sheet .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 Poly Mulching Sheet which do not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.

16. 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.

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

18. 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

(2nd Party)

Witnesses :

1.

For.....

(1st Party)

Witnesses :

1.