



**WEST BENGAL STATE FOOD PROCESSING
&
HORTICULTURE DEVELOPMENT CORPORATION LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
BENFISH TOWER (6th Floor)
31 - GN Block, Sector – V.
KOLKATA – 700091**

No: 85/WBSFPHDCL/1770/2022-23

Date: 21.11.2022

NOTICE INVITING E-TENDER

1. Invitation:

Online tenders are hereby invited in **Two Bid System** from the reputed, experienced and bonafied contractor having sufficient credential and financial capabilities for the following nature of work:

Name of Work	Place of Work	Estimated Amount for Work	Earnest Money	Maintenance Period of Garden
Complete Annual Maintenance of Garden and Lawn	Nalban Food Park, Sector – V, Salt Lake	Rs. 10,42,800/- (Rupees Ten Lakh Forty Two Thousand Eight Hundred Only) (Without Tax)	Rs. 21,000/- (Rupees Twenty One Thousand only)	01.01.2023 to 31.12.2023

2. Scope of Work:

- I. The WBSFPHDCL, hereinafter referred to as the Tender inviting Authority, seeks for execution of the Maintenance work of Garden and Lawn at Nalban Food Park, Sector – V, Salt Lake, as specified in **Annexure – I**, from experienced bonafide Contractors.
- II. The successful Bidder has to maintain the entire Maintenance for the entire time as mentioned above.

3. Date & Time Schedule:

Sl. No.	Particulars	Details of Tender
1	Tender No.	85/WBSFPHDCL/1770/2022-23 Dated 21.11.2022
2	Cost of Tender Document	Rs. 1,000/- (Rupees One Thousand only)
4	Date of uploading (Publishing) of N.I.T. and other Documents (Online)	23.11.2022
5	Pre Bid Meeting	29.11.2022 at 3.00 p. m. in the Chamber of the Managing Director, WBSFP&HDCL
5	Documents download start date (Online)	23.11.2022
6	Bid Proposal Submission Start Date (Online)	30.11.2022 at 2.00 pm
7	Documents download end date (Online)	07.12.2022 up to 2.00 P.M.
8	Bid proposal Submission end date (Online)	07.12.2022 up to 2.00 P.M.
9	Date & Time of opening of technical bids (Online)	09.12.2022 at 2.00 P.M.
10	Validity Period of Bid	365 (Three Sixty Five) Calendar Days

4. Eligibility criteria for participation in the Tender:

- i. The prospective Bidder must have valid Trade License / Certificate of Enlistment, PAN, GST Registration Certificate, IT return any two years within last three financial years.
- ii. The prospective Bidder should have single credential for execution of similar type of Garden and Lawn Maintenance work of an amount not less than Rs. 4,20,000/- (Rupees Four Lakh Twenty Thousand Only) at any State/Central Government Organizations or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals within the last five completed financial years prior to the date of issue of the tender notice.
- iii. 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. The said Certificate should contain the particulars of the work completed, period of work and the total value of work.

5. Mandatory Documents Requirement:

A. For Technical Proposal

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

- a. Income Tax Return (For any two years within last three Financial/ Assessment Years)
- b. PAN Card
- c. Latest P. Tax Paid Challan or P. Tax Enrolment Certificate
- d. Valid 15 Digit GSTN under GST Act 2017 & Registration Certificate
- e. Latest valid Trade License
- f. Technical Credentials
 - i. Completion certificate for the work in technical credentials
Or
 - ii. Payment certificate of the said work
- g. Partnership Deed in case of partnership firm
- h. Audited Balance Sheet (For any two years within last 3 Financial Yrs.).
- i. Declaration in the form of Undertaking in given format in **Annexure - II** as to correctness of the copies of all documents submitted including declaration of penalty / debarment etc. faced by him under any Govt. / Semi-govt. / Autonomous Body / Institution etc., if any.

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 online (At Par / % below / % above) in the space marked in the BOQ for “Complete Annual Maintenance of Garden and Lawn at Nalban Park, Sector – V, Salt Lake”.

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 tenders from the approved Service Provider of the National Informatics Centre (NIC).

2. Collection of Bid Documents

The Bidder can search and download NIT and Tender Documents electronically from the Government e-Procurement system using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

3. Submission of Tender

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

4. Earnest Money

i. Online Deposition of Earnest Money

Earnest Money is to be deposited in favour of the WEST BENGAL STATE FOOD PROCESSING& HORTICULTURE DEVELOPMENT CORPORATION LIMITED through ICICI Bank Payment Gateway failing which the tender will be treated as informal. The Bidders desirous of taking part in the tender have to deposit Earnest Money @ Rs. 21,000/- (Twenty One Thousand only).

For deposition of Earnest Money (at the prescribed rate), the Bidders can refer to the user manual available in “Bidders Manual Kit (Point 10)”. Payment should not be made in Corporation’s Account directly. It should be deposited through options available on the tendering portal only.

ii. Refund of Earnest Money deposit:

The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFPDCL within 15 days from the date of finalization of tender. In case of successful Bidder, The EMD shall be returned back to the Agency on receipt of Performance Security as stated in the Clause no. 12 of this tender document. No interest on Earnest Money will be paid by the Corporation.

iii. Forfeiture of Earnest Money deposit:

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

- a. Withdrawal of offers, while offers are under consideration during the validity period
- b. Non acceptance of work order
- c. Any unilateral revision made by the Bidder during the valid period of the offer
- d. Failure to execute work of the entire order or part thereof.

iv. **Exemption**

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.

5. Responsive Bidders:

Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids. Conditional / incomplete tender 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 Tender will be entertained.
- ii. The Bidder is to quote the rate online in the space marked in the BOQ. Assessment of the successful bidder will be done on the offered rate.
- iii. All Tender prices quoted in the BOQ shall be inclusive of all kind of Taxes, Cess, charges including transportation, loading and unloading of materials up to the Destination, and installation thereof.
- 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, labour cost etc. and any changes or imposition of statutory levies till the completion of work as per order.

7. Rate Validity:

The rate shall remain effective ordinarily up to 365 days from the date of acceptance of Tender which may be extended further with mutual consent between the Bidder and WBSFPDCL, unless terminated prematurely at its discretion and satisfaction.

8. Evaluation of Tenders for Qualifying in Technical Bid:

- i. All Tenders 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.
- ii. Technical proposal will be opened first by the Authorized representative of the WBSFPHDCL electronically using Digital Signature Certificate.
- iii. The Bidders may remain present at the office of WBSFPHDCL during opening of Technical Proposals, if they so desire.
- iv. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.

9. Evaluation of Tender 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.

10. Issue of Work Order:

The Work Order is normally be issued to the L-1 Bidder for execution of the work. 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.

11. Execution of Agreement:

The selected Bidder shall have to execute an Agreement in the prescribed format with WBSFP&HDCL within 7 (seven) days from the date of receipt of the work order. The format of the agreement shall be communicated to the selected bidder along with the work order.

12. Performance Security Deposit:

- i. The Successful Bidder who is awarded the contract shall be required to furnish a Performance Security of Rs. 85,000/- (Rupees Eighty five thousand only) in the form of Demand Draft in favour of “West Bengal State Food Processing & Horticulture Development Corporation Limited” payable at Kolkata. The EMD shall be returned back to the Agency on receipt of Performance Security.
- ii. Provided that if the contract is terminated for reasons other than that which can be attributable to the Agency, the Performance Security, shall, subject to the Authority’s right to receive amounts, if any, due from the Agency under this Contract, be duly discharged and released to the Agency.
- iii. Performance Security will be returned to the contractor after the final payment for the work is completed. No interest on the Performance Security will be given to the Agency.

13. Completion Period of Work:

The successful bidders shall undertake the commencement of work on 01.01.2023 and Maintain the Garden as per Specification mentioned in Annexure – I till 31.12.2023.

14. Adherence to the Prescribed Specifications:

No deviation from the specifications prescribed by the Corporation will be accepted by the Authority. The entire work will be accomplished under the technical guidance of the entrusted Assistant Director of Horticulture of the Corporation.

15. 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 tendering process and all bids prior to issue work order, without thereby, incurring any liability to the affected Bidder or Bidders or any liability to inform the Bidder of the ground for such action.

16. Grounds for Disqualification:

- i. During scrutiny or at any stage of bidding process or even after issuance of work 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 work within the period stipulated in the work order due to his own fault/inconvenience, then in both the cases, the Corporation shall reserve the right to forfeit the Earnest Money deposited by the Bidder and also debar him from participation in the Tender process of the Corporation for the Next 3 (Three) consecutive years.

17. 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 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.

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.

18. 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.

19. Payment of Bill:

- a. All payments made to the Agency by the WBSFP&HDCL shall be subject to deduction of 10% of the invoice value (excluding GST) raised by the Agency towards its administrative charges/fee/charges. The Agency after deducting 10% of the invoice value (excluding GST) shall remit the balance 90% along with GST (if applicable) to the WBSFP&HDCL.
- b. Invoice/ Bills, along with original receipted copy of Challan (if any), have to be presented to the WBSFP&HDCL after completion of maintenance work, the contractor shall receive payments on back to back basis i.e., WBSFP&HDCL will pay to be contractor 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 through Bank Transfer, to the bidder's acknowledged Bank Account, after deducting penalties, if any, arising due to sub-standard/ delay work.
- c. The details of the Bank Account (Account No. and IFSC Code, Bank Name and Branch) and name of the Account Holder shall be submitted along with the Bill. If these details are given on a separate page, then that page must also be signed by the same person who is signing the Invoice / Bills along with stamp / seal.

S/d
MANAGING DIRECTOR
WBSFP&HDCL

Annexure – I

WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE DEVELOPMENT CORPORATION LTD.					
<u>ESTIMATE FOR MAINTENANCE OF GARDEN & LAWN AT NALBAN FOOD PARK, SECTOR – V, SALT LAKE UNDER THE STATE FISHERIES DEVELOPMENT CORPORATION LIMITED</u>					
AREA (APPROX) =22000 Square Meter					
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	RATE / UNIT/PER MONTH	AMOUNT FOR 12 MONTHS
1	<u>Maintenance</u> Complete maintenance of the entire garden features having as per yard stick in the garden area i. e. lawn, trees, shrubs, herbs, edge, flower beds, foilages, creepers etc. including hoeing, pruning, watering, grass cutting by lawn mower and brush cutter, applying insecticides, pesticides & fertilizer etc. (One lawn mower supplied by the authority)				
	Total =	22000.000	Sq. M.	₹ 3.95	₹ 10,42,800.00
(Rupees Ten Lakh Forty Two Thousand Eight Hundred Only)					
Taxes will be as applicable on the amount					

Annexure -II

Application for Participation in Technical Bid

To,
The Managing Director
WBSFP&HDCL
Benfish Tower (6th floor)
31, G.N, Salt Lake, Sec V
Kolkata- 700091

Sub: Complete Annual Maintenance of Garden and Lawn at Nalban Food Park, Sector – V, Salt Lake

Ref. No. 85/WBSFPHDCL/1770/2022-23 Dated: 21.11.2022

Sir,
Having examined the terms & conditions of the above NIT, 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	Whether submitted (Yes / No)
	a. NIT documents including corrigendum, if any	
	b. E.M.D.	
	c. Payment certificate/ work completion certificate	
	d. GST Registration Certificate	
	e. PAN Card	
	f. Trade License/ Certificate of Enlistment Valid up to 31.03.2022	
g. Income Tax Return for any two years within last three financial / assessment years		
5	Any other points considered to furnish	

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 Earnest Money and all other documents required for qualifying the technical bid have been submitted online.
- iv. The rate quoted by me will be valid and binding upon me for the entire period as stipulated in the NIT.
- v. If I fail to complete the work within the period stipulated in the work 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.
- vi. I shall maintain the specifications of the materials as per NIT and shall replace the sub-standard materials at my own cost.
- vii. 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: