

**WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE DEVELOPMENT
CORPORATION LIMITED
(WBSFPHDCL)**

(A Government of West Bengal Enterprise)

Notice Inviting Re-e- Tender

For

**Supply of Planting Materials : Mandarin Orange (Darjeeling
Mandarin - Cutting/air-layering/budding)**

Re-E - NIT No. 137/WBSFPHDCL/1770/2020-21 Dated: 13.08.2020

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Section 1

NOTICE INVITING E-TENDER

E-Tenders are hereby invited by the WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE DEVELOPMENT CORPORATION LTD (WBSFP&HDCL) in a **TWO BID SYSTEM** from reputed, experienced and bonafide NHB accredited nurseries, having sufficient credential and financial capability, for supplying the following planting material/fruit plant to the different Blocks of the Districts in the State of West Bengal.

ITEM TO BE SUPPLIED:	<i>Mandarin Orange (Nagpur Mandarin - cutting/layering/budding)</i>
CHARACTERISTICS & SPECIFICATIONS:	<i>As given in Annexure (I)</i>
QUANTITY:	<i>Zone wise requirement, as given in Annexure (II)</i>
PLACE OF DELIVERY:	<i>At the HQ of the Blocks of the Districts in West Bengal</i>
TENDER FEE :	<i>₹ 1,000/- (Rupees ONE thousand only)</i>
EARNEST MONEY:	<i>₹ 20,000/- (Rupees TWENTY thousand only)</i>
PERIOD OF WORK COMPLETION:	<i>20 (twenty) calendar days from the date of issue of supply order</i>

Section 2

SCOPE OF WORK

2.1 The WBSFP&HDCL, hereinafter referred to as the Tender Inviting Authority, seeks bids for supply of the planting materials, as specified in Annexure I, **from reputed, experienced and bonafide NHB accredited nurseries.**

2.2 The successful Bidder shall supply the planting materials of specified quality and in specified quantities to the head quarters of the different Blocks of the district/s within the State of West Bengal.

2.3 Bidder should supply the requisitioned variety of the planting materials strictly as per the specifications given in **Annexure - I** within stipulated time without fail.

Bidder should quote Zone wise and unit wise rate of planting materials for supplying up to the head quarters of the Blocks.

Section 3

DATE AND TIME SCHEDULE FOR e-TENDERING

Sl. No.	PARTICULARS	DATE & TIME
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents(Online)</i>	13.08.2020
2.	<i>Documents download start date (Online)</i>	13.08.2020
3.	<i>Bid proposal submission start date (Online)</i>	13.08.2020
4.	<i>Documents download end date(Online)</i>	22.08.2020 upto 12 PM
5.	<i>Bid proposal Submission end date(Online)</i>	22.08.2020 upto 12 PM
6.	<i>Date & Time of opening of Technical bids (Online)</i>	24.08.2020, 12 P.M. In the event of this date being declared as Govt. holiday for WBSFP&HDCL, the technical bid shall be opened on the next working date at the schedule time.
7.	<i>Uploading of technical Bid Evaluation Sheet</i>	To be intimated later
8.	<i>Date & Time of opening of Financial bids</i>	To be intimated later
9.	<i>Uploading of financial bid Evaluation Sheet</i>	To be intimated later

Section 4

ELIGIBILITY CRITERIA

4.1 TECHNICAL CRITERIA

- i. (A) Bidders should have **NHB Accredited Nurseries** (in the name of the Bidder) of one or more variety of plants **including the requisitioned variety** and the **NHB Accreditation Certificate shall be valid on the last date of submission of Bids. If the validity is to expire on or before the last date of submission of offer, then the receipt of application addressed to the NHB for renewal or extension of validity should be submitted along with the existing NHB Certificate.**

OR

(B) The Prospective bidders must have their own nursery duly accredited by the National Horticulture Board (NHB) in the name of the bidder valid up to the last date of submission of Bids in respect of any one variety of fruit plants (not necessarily of above item) and the bidder will be Authorized agent of a nursery duly accredited by the National Horticulture Board (NHB) in respect of the above variety of the plants to be supplied satisfying clause 4.1 (i) i.e if the validity of the Certificate is to expire on or before the last date of submission of offer, then the receipt of application addressed to the NHB for renewal or extension of validity should be submitted along with the existing NHB Certificate.

The Originating Nursery will issue their Letter of Authorization in the official letterhead mentioning the name of the authorized Nursery, item/ variety for which the authorization has been given including the quantity thereof. **The said letter of authority**, besides the NHB accreditation Certificate of both the Nurseries, along with the application to the NHB for renewal or extension of validity, whichever applicable, are to be uploaded on the website in the folder of Technical Bid.

4.2 FINANCIAL CRITERIA

- i. **Annual Turnover:** The bidder must have a minimum annual turnover of Rs 10,00,000 (Rupees Ten lakh only) in each of the financial year 2017 -18 and 2018-19 respectively.
- ii. **Financial Solvency:** The Bidder must have a Positive Net Worth during the financial years 2016-17, 2017-18 and 2018- 19 respectively.
- iii. **Financial Credential:** The Bidder must have supplied Horticultural plants , of any variety, of an amount not less than Rs 10,00,000 (Rupees ten lakh only) to any State/Central Govt Organisations or State/Central Govt Undertakings or Statutory Bodies or local bodies or Parastatals within any two financial years during the period from 2017-2018 to 2019-2020.

4.3 MANDATORY DOCUMENTS REQUIREMENT

Submission of the **signed and scanned copies of following documents** in the prescribed **format / manner is mandatory:**

- i. NHB Accreditation Certificate, **valid on the last date of submission of Bids. If the validity is to expire on or before the last date of submission of offer, then the receipt of application addressed to the NHB for renewal or extension of validity should be submitted along with the existing NHB Certificate.**

OR

The letter of Authority issued by the Originating Nursery including the NHB Accreditation certification of both the Nurseries, along with the application to the NHB for renewal or extension of validity, whichever applicable, are to be uploaded on the website in the folder of Technical Bid(refer clause 4.1 (i.B)).

- ii. The Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority as mentioned in Eligibility criteria. **The said Certificate should contain particulars of the item/s supplied, period of supply, quantity and the total value of supply.**
- iii. Detailed communication address along with the contact number of the Officer/Office who/which had issued the above Certificate should be clearly typed and submitted by the Bidder **in the given format (Annexure - III). Mere supply order will NOT be considered as credential.**
- iv. PAN Card
- v. **Income Tax Returns** for 2016 -17, 2017 – 18 and 2018 – 19 financial/ assesment years.
- vi. **Trade License / Certificate of Enlistment**, valid upto 31.03.2020
- vii. Audited Profit & Loss Statements and Balance Sheets for three financial years 2016-17, 2017-18, 2018-19 respectively. If the Annual Turn-over of the Bidder is less than Rs.1 Crore, then he has to submit Profit & loss Statements and Balance Sheets for the said three financial years i.e. 2016-17, 2017 -18 and 2018 19 respectively, certified by a licensed Chartered Accountant
- viii. Earnest Money Deposit
- ix. **Financial Solvency:** The Bidder must have a positive Net Worth during the financial years 2016 – 17, 2017 – 18 and 2018-19 respectively.

Non-submission and / or submission not in proper format / manner of the above documents shall lead to disqualification.

Section 5

DOCUMENTS

5.1 FOR TECHNICAL PROPOSAL:

COVER I

Signed and scanned copies of:

- i. Notice inviting e – tender (NIT)
- ii. Technical Specifications in Annexure- 1
- iii. Corrigendum, if published
- iv. Undertaking of the Bidder along with the Application in Annexure - IV

COVER II

Signed and scanned copies of:

- v. NHB Accreditation Certificate, **valid on the last date of submission of Bids. If the validity is to expire on or before the last date of submission of offer, then the receipt of application addressed to the NHB for renewal or extension of validity should be submitted along with the existing NHB Certificate.**
- vi. The Payment Certificate or Work Completion Certificate (refer Clause 4.3 (ii)).
- vii. Detailed communication addresses of the Officer / Office who / which had issued the above Certificate in the given format (**Annexure-III**) (refer Clause 4.3 (iii)).
- viii. PAN Card
- ix. Income Tax Returns for 2016 -17, 2017 – 18 and 2018 – 19 financial/ assesment years
- x. Trade License/ Certificate of Enlistment, valid as on 31.03.2020
- xi. Audited Profit & Loss Statements and Balance Sheets for three financial years 2016-17, 2017-18, 2018-19 respectively. If the Annual Turn-over of the Bidder is less than Rs.1 Crore, then he has to submit Profit & loss Statements and Balance Sheets for said three financial years i.e. 2016-17, 2017 -18 and 2018 19 respectively, certified by a licensed Chartered Accountant

5.2 FOR FINANCIAL PROPOSAL:

Bill of Quantities (BOQ): Zone wise rate for each unit of the planting material is to be quoted in the space marked in the BOQ.

Section 6

DISQUALIFICATIONS

6.1 GROUNDS FOR DISQUALIFICATION

- i. If it comes to the light, at any stage during the bidding process, or even after the issuance of supply order, that the Bidder has willfully made any misleading or false representation in the forms, statements and attachments submitted as the proof of the qualification requirements.
- ii. The Bidder has been debarred / delisted/ blacklisted by any State / Central Government Organization or State / Central Government Undertaking or Statutory Body or Local Body or Parastatal at any time during the last three (3) consecutive years up to the last date of submission of Tender, or, the Bidder has either abandoned / not-fulfilled a supply order or any supply order issued has been rescinded during the last 3 financial years.
- iii. A combination / cartel of Bidders, in the form of any consortium or syndicate, is hereby expressly prohibited from submitting any bids. Formation of cartel or indulging into monopolistic practices shall be sufficient ground for disqualification and for blacklisting for future.
- iv. Incomplete or conditional bids, in either or both Technical and Financial proposals, in the e-tender portal.
- v. Failure to pay either or both the Tender Fees and Earnest Money Deposit (EMD).
- vi. Submission of bid beyond the last date of submission
- vii. If the bidder/s is/are detected to be involved in Bid rigging or collusive rigging in the form of Bid suppression / Complementary / Bid Rotation / Sub-contracting etc. at any stage of bidding process, then the penal provisions of the Competition Act, 2002(as amended) will be invoked.

The possible penalties can be up to 10% of the average turnover for the last three preceding financial years upon each of such persons or enterprises which are parties to bid-rigging or collusive bidding. In case the bid-rigging or collusive bidding agreement referred to in sub-section (3) of section 3 has been entered into by a cartel, the Commission may impose upon each producer, seller, distributor, trader or service provider included in that cartel, a penalty of up to 3 times of its profit for each year of the continuance of such agreement or 10% of its turnover for each year of the continuance of such agreement, whichever is higher. The penalty can therefore be severe, and result in heavy financial and other cost on the erring party
An undertaking has to be submitted by the Bidder to this effect in the **prescribed format (Annexure-IV)**.

Section 7

INSTRUCTIONS TO BIDDERS

7.1 GENERAL INSTRUCTIONS

i. **Registration of Bidder:**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the **Government e-Procurement System / Portal**, <http://www.wbtenders.gov.in>

ii. **Digital Signature Certificate (DSC) :-**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC).

iii. **Collection of Tender Documents :-**

The intending Bidders can search & download N.I.T. and Tender Document(s) electronically from the **Government e-Procurement System / Portal** using the Digital Signature Certificate. **This is the only mode of collection of Tender Documents.**

iv. **Submission of Tenders :-**

Tenders are to be submitted online on the website <http://www.wbtenders.gov.in> in two folders at a time, one in Technical Proposal & the other in Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly signed. The documents will get encrypted (transformed into non readable formats).

v. **Earnest Money Deposit (EMD) :-**

Online submission of EMD is mandatory. Detailed procedure is given in **Annexure-V.**

vi. **Refund of Earnest Money Deposit :**

The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFPHDCL within 15 days from the date of finalization of Tender. In case of successful Bidder, the Earnest Money deposit will be converted to Performance Guarantee.

vii. **Forfeiture of Earnest Money Deposit will be mandated under the following circumstances:**

- a. Withdrawal of bid, while bids are under consideration during the tendering period.

b. Any unilateral revision made by the Bidder during the valid period of offer.

c. Failure to accept the “Letter of Intent” or execute the Agreement.

d. Failure to execute supply of the entire order or part thereof.

e. Providing false or fabricated information / documents.

viii. **Clarification of Bidding Document**

a. If there be any discrepancy or obscurity in the meaning of any clause of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to the Corporation marked to the ‘MD, WBSFP&HDCL’ .

b. The queries may be sent by email to wbsfphdcl@gmail.com before three days from the last date of submission of submission of bids.

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

ix. **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 and also on the website of the Deptt. of Food Processing Industries & Horticulture (<http://www.wbfpib.gov.in>). Prospective bidders are requested to visit the mentioned websites on a regular basis to keep abreast of any news. WBSFP&HDCL will bear no responsibility or liability for bidders failing to do so.**

In order to afford the prospective bidders reasonable time in which to take the amendment into account in preparing their bids, WBSFP&HDCL may extend the deadline for submission of bids. Such amendments, clarifications etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

x. **Penalty for suppression / distortion of fact**

If any bidder fails to produce the original hard copies of the documents (especially Credential Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended /

debarred / blacklisted / disqualified from participating in the tenders of the WBSFP&HDCL for a period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited. Besides, WBSFP&HDCL may take appropriate legal action against such defaulting bidder.

xi. Site inspection before submission of Tender

Before submitting any tender, the intending bidders are advised to visit the Head Quarters of the respective Blocks of the concerned Zone to verify the status of accessibility of the Blocks, availability of the communication facilities, nature of soil, availability of local labour prevailing in the locality etc. which are likely to be involved in preparation of the bid and no claim, whatsoever, will be entertained on these account afterwards.

- xii. Conditional and incomplete bids will be summarily rejected.
- xiii. Any type of canvassing by the Bidder in furtherance of a bid is strictly prohibited.
- xiv. Exemption from deposition of Earnest Money shall not be allowed under any circumstances.
- xv. The Tender Committee reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of bidding.
- xvi. The Bidder shall bear all costs associated with the preparation and submission of the Bid and the purchaser will no case be responsible and liable for those costs.

7.2 BIDDING INSTRUCTIONS

i. Quoting the rates in Bill of Quantities (BOQ)

Bidders are to quote the **Zone wise rate for each unit** of planting material.

- ii. **The intending bidders are required to quote the rates online. No offline Tender will be entertained.**
- iii. All bid prices quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges including packaging, transportation cost, loading, unloading, carrying and delivery up to the destination, losses, insurance, if any, etc. **The price should be firm, final and irrevocable and not subject to any change whatsoever even due to increase in cost of raising of planting materials, other components, labor cost, etc. and any changes or imposition of statutory levies till the completion of the supply as per order.**
- iv. **Bidders can quote the rate for a Zone, only if the capacity of his own nursery/ originating nursery as mentioned in the NHB Accreditation is equal to or more than 4000 (four thousand).**
- v. Submission of second / two or more bid with same name of the firm are not allowed.

Section 8

EVALUATION OF BIDS AND ACCEPTANCE

8.1 PROCEDURE

- i. Technical proposals will be opened first by the Authorized representative of WBSFP&HDCL electronically using Digital Signature Certificate.
- ii. The Bidders may remain present at the office of WBSFP&HDCL during opening of Technical proposals, if they so desire.
- iii. Cover I for Documents will be opened first and if found in order, Cover II for Documents will be opened. If there is any deficiency in the Documents, the Tender will be summarily rejected.
- iv. Proposals corresponding to which the Tender Fees & EMD have not been received will be summarily rejected.
- v. **Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.**
- vi. **Financial proposals of only those Bidders declared technically eligible** by the Tender Committee will be opened electronically on the web portal on the prescribed date.
- vii. 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.
- viii. Pursuant to scrutiny and decision of the Tender Committee (TC), the summary list of eligible Bidders whose Financial Proposals will be considered will be uploaded in the web portal.
- ix. During evaluation, the Committee may summon any of the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not be produced within the stipulated time frame, their proposals will be liable for rejection.
- x. **The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.**
- xi. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1) offered by the Bidder for the Zone.
- xii. **If rates quoted by any Bidder/s are abnormally low and seem to be unrealistic to the Tender Committee, Additional Performance Guarantee of an excess of 80% over and above the original Performance Guarantee amount as detailed in para 7.1(vi) shall be required to be submitted by such bidder.**

- xiii. Lowest quoted rate shall normally be accepted. However, the Tender Accepting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded in writing.
- xiv. The Tender Accepting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all the bids, without assigning any reason whatsoever.
- xv. The Bid will be valid for 6 months from the last date of submission of bid and the validity may be extended beyond the stipulated period on mutual agreement between both the parties.

8.2 SPLITTING OF OFFER

- i. Tender Accepting Authority also reserves the right to split the work of supply for the Zone amongst more than one bidder, if situation so demands.
- ii. The total requirement for any Zone may increase or decrease by 10% as per changing scenario.
- iii. In case of any increase in requirement, the same shall be supplied by the L1 bidder, **provided that the increased requirement can be met by him within his NHB accreditation limit/ Authorization limit.**
- iv. **In case the additional requirement is above and beyond the NHB accreditation limit/ authorization limit of the L1 bidder for that Zone, the same shall be offered to L2 bidder of the Zone at L1 rate. The L2 bidder shall supply the required quantity. This provision will be followed till the requirement of planting materials is met for that Zone, with L3, L4 and so on.**
- v. In case of exigency, where even the originally required amount of supply cannot be met by L1, the same procedure as (iv) above shall be followed.

8.3 MISCELLANEOUS

- i. It is clarified that normally no rate negotiation will be done and therefore the Bidder should quote their lowest prices only. However, the WBSFP&HDCL may negotiate the rates in exigencies, if required to do so.
- ii. **Decision of the Tender Accepting Authority will be final and binding upon every Bidder.**
- iii. **The Tender Accepting Authority unequivocally reserves the right to reject any or all bids, and to cancel the tender at any point of time, before the issuance of the supply order, without assigning any reason, and without incurring any implicit or explicit liability.**

Section 9

COMMENCEMENT OF WORK

9.1 AGREEMENT

- i. The selected Bidder for the Zone will be issued a Letter of Intent and shall have to submit the Letter of Acceptance and to execute an Agreement in the prescribed format (Annexure VI) with the WBSFPHDCL within 3 calendar days from the date of receipt of the letter of intent.
- ii. Signature by the same authorized representative who submitted the bid documents with the stamp and seal of the firm on the copy of the “**Letter of Intent**” shall be sufficient as “**Letter of Acceptance**”.

9.2 PERFORMANCE GUARANTEE

- i. The EMD submitted by the L1 Bidder will be converted as Performance Guarantee of the Bidder and a written confirmation in this respect is required from the L1 Bidder along with the Agreement.
- i. The Performance Guarantee shall be valid for 3 months from the date of issue of the Letter of Intent. The same shall be returned after 30 days of completion of the full supply obligation

9.3 SUPPLY

- i. The supply order shall be issued by WBSFPHDCL within next working day of signing of the Agreement.
- ii. The selected bidder shall supply the indented quantity of materials to the different Blocks of the comprising Districts of the Zone.
- iii. Supply of the indented quantity of material to the appointed places **shall be completed within 20 calendar days of the issue of supply order.**

Section 10

DELIVERABLES AND RESPONSIBILITIES

10.1 DELIVERY AND QUALITY OBLIGATIONS

- i. The responsibility of the successful Bidder includes transportation, loading, sorting, unloading and delivery to the headquarters of the respective Blocks with the help of the required number of skilled persons without damaging the plants.
- ii. Transit losses will have to be borne by the Bidder.
- iii. **The planting materials to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage, without any damage.**
- iv. The poly packet (should be above 50 microns) containers should have proper pot mixture of the red earth/black earth, sand and farm yard manure and comply with the specifications in **Annexure-I.**
- v. The soil of the poly bags to be supplied shall be intact.
- vi. The supplied planting materials which do not conform to the specifications shall be rejected outright and the Bidder shall have no right to claim payment for the same.
- vii. Height of the said plants shall be measured from the top of the poly bag to the tip of the seedling/ plant.
- viii. The roots of the plant materials to be supplied shall not be exposed.
- ix. The said plants to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- x. The quality and quantity of the planting materials will be checked thoroughly by the recipient at the time of delivery and put their findings with regard to the specifications and quantity of the supplied planting materials in the appropriate Box given in the Challan. The Bidder shall allow sufficient time to the recipient authority for checking and examination of the same.
- xi. **The substandard materials (if any), lacking the above qualities, will be rejected outright and the supplier will be liable to replace the said quantity within 7 calendar days from the date of such rejection.**
- xii. Notwithstanding anything contained in the NIT, if it is observed within 30 days from the date of delivery that there is an abnormal mortality of the saplings after planting, for any reason other maintenance, the same quantity of plants shall be replaced , on pains of blacklisting.

- xiii. Any deviation from the prescribed specifications will not be accepted by the authority under any circumstances.
- xiv. Prior to putting the Certificate / Acknowledgment on the Challans, the recipient authority shall satisfy himself about the quality and quantity.

10.2 DELAY IN SUPPLY

- i. **It is emphasized by the WBSFP&HDCL and understood by the bidder that the period of delivery, stipulated in the supply order is the essence of the work.**
- ii. **It is admitted by the supplier that any delay in delivery may obviate the necessity of supply and thereby affect the implementation of the Scheme.**

10.3 PENALTY

- i. If the Bidder fails to deliver any or all of the planting 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.
- iii. 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.

10.4 DISPUTES

- i. Any dispute arising out of non compliance of any Terms and Conditions of the Tender, it shall be sought to be resolved initially through negotiation, failing which the same shall be referred to the Arbitrator, who shall be appointed by the WBSFP&HDCL in accordance and subject to the provision of the Arbitration and Conciliation (Amendment) Act, 2015.
- ii. The place of Arbitration will be Kolkata and the language shall be English.
- iii. The Award of the Arbitrator shall be binding on both the parties.
- iv. All disputes and Court cases are subject to the Jurisdiction of the Calcutta High Court only.

10.5 FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Supplier or the WBSFP&HDCL, which such party could not foresee or with a reasonable amount of diligence

could not have foreseen and which substantially affects the performance of the contract, such as-

- i. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- iii. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- iv. Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- v. Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.
- vi. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- vii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.
- viii. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - Constitute a default or breach of the contract.
 - Give rise to any claim for damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

Section 11

PAYMENT SCHEDULE

- 11.1** Invoice/ Bills, along with original receipted copy of Challan, have to be presented to the WBSFPHDCL within 10(ten) working days of completion of supply, upon which the payment shall be released by the Corporation within next 30 (thirty) calendar days to the supplier through Direct Benefit Transfer, to the Supplier's acknowledged Bank Account, after deducting penalties, if any, arising due to sub standard supply.
- 11.2** 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.

Annexure – I

Name of the Item : MANDARIN ORANGE (cutting/layering/budding)

VARIETY : Darjeeling Mandarin

Desired Technical Specifications:

Sl. No.	Characters	Specifications
1	Type of Plant	Straight and vigorous growth, no root coiling, hardened true to type plants.
2	Age of the plant	Well matured
3	Height of the plant	Not less than 45 cm
4	basal diameter	1 – 1.5 cm
6	Root system	Well established and profuse root
7	Foliage	Healthy, green and actively growing
8	Disease / pest (Health standard)	Healthy and free from pest and diseases
9	Packaging	Well settled material in Poly-pack (above 50 micron)

Annexure – II

REQUIREMENT OF PLANTING MATERIAL, 2020 – 21
MANDARIN ORANGE (NAGPUR MANDARIN - CUTTING/LAYERING/BUDDING)

Zone	DISTRICT	SUB-DIVISION	No. of Planting Material	Total
Zone 2	KALIMPONG	SADAR	13,900	
	ALIPURDUAR	SADAR	13,900	
	JALPAIGURI	SADAR	2,940	
	GRAND TOTAL			30,740

Annexure-III

Detailed communication address along with the contact number of the Officer/ Office who / which had issued the Credential Certificate to the Bidder.

Sl. No	Particulars	Details thereof (In case of more than one Credential Certificate, separate columns should have to be used)
1	Name of the Organization	
2	Complete Address	
4	Status (State/Central Govt. Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal)	
5	Designation of the Authority issued the Credential Certificate	
6	Phone No. (Landline)	
7	Mobile No.	
8	Email ID.	
9	No. & Date of the Certificate	

Place:

Date:

Signature of the Bidder

Annexure-IV

Undertaking of the Bidder

(On a Stamp Paper of Value of Rs. 10/-)

I do hereby undertake:

1. that all the information and documents submitted against the **E-NIT no..... dated.....** are true to the best of my knowledge and belief.
2. that I have also gone through all the terms & conditions and I undertake to comply with the same meticulously.
3. that the Earnest Money, Tender Fee and all other documents required for qualifying the technical bid have been submitted online.
4. that the rate quoted by me will be valid and binding upon me for the entire period as stipulated in the above E-NIT.
5. that I shall supply the planting materials maintaining the characteristics and specifications given in Annexure-I and shall replace the sub- standard materials at my own cost within 7 calendar days from the date of rejection.
6. that if I fail to complete the supply within the stipulated period due to my own fault/ inefficiency, the Corporation shall reserve the right to impose penalty and forfeit the Earnest Money and Performance Guarantee deposited by me and also debar me from participation in the Tender process of the Corporation for the next 3(three) consecutive years.
7. that I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal during the last three consecutive years up to the last date of submission of Tender.
8. that I have neither abandoned a supply nor any supply order issued has been rescinded during the last three financial years.

Place :

Date:

Signature of the Bidder

Annexure-V

Detailed procedure for online submission of Earnest Money Deposit (EMD)

Procedure to be followed for online submission of EMD is as below-

a. Login by Bidder -

i. A Bidder desirous of taking part in the tender invited by the Corporation shall logon to the e-procurement portal of <http://www.wbtenders.gov.in> using his login ID and password.

ii. He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payment modes:

- Net banking (any of the Banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.
- RTGS/NEFT in case of offline payment through bank account in any Bank.

b. Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway:-

i. On selection of net banking as the payment mode, the Bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success/failure of the transaction.

iv. If the transaction is successful, the amount paid by the Bidder will get credited to the concerned pooling account maintained with the Focal Point Branch of ICICI for collection of EMD/Tender Fees.

v. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

c. Payment through RTGS/ NEFT

i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

ii. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.

iii. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

iv. If verification is successful, the fund will get credited to the concerned Pooling account maintained with the Focal Point Branch of ICICI Bank for collection of EMD/Tender Fees.

v. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.

vi. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

Annexure-VI

AGREEMENT

(To be executed on a Non Judicial Stamp Paper worth Rs. 100/-)

Articles of Agreement entered into this day of between WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE DEVELOPMENT CORPORATION LIMITED (WBSFP&HDCL), a Company duly registered under Companies Act of 1956, a Government of West Bengal Enterprise functioning under the administrative control of the Department of FPI&H, G.o.W.B., having its Office at Benfish Tower(6th Floor), GN-31, Sector-V, Salt Lake, Kolkata-700091 referred to as the party of the FIRST PART

AND

M/s....., a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law, having NHB accredited Nursery in respect of one or more variety of plants including the requisitioned variety with its office at, referred to as the PARTY OF THE SECOND PART.

WHEREAS the Party of the FIRST PART herein invited E-tenders vide no..... dated..... from reputed, experienced and bonafide NHB accredited nurseries for supply ofplants of..... variety, as per Specifications given in Annexure – I of the NIT, to the Head Quarters of the different Blocks of the Districts within the State of West Bengal

AND WHEREAS in pursuance of such E-Tender, the party of the SECOND PART submitted Tender/s, the Technical Bids as well as the Financial Bids of which were opened on the stipulated dates in presence of the intending Tenderers

AND WHEREAS after consideration of the Tenders submitted by the Bidders, WBSFP&HDCL accepted the Tender submitted by the Party of the SECOND PART and issued the Letter of Intent vide no..... dated, which was duly accepted by the party of the SECOND PART and resubmitted the same with the signature of the authorized representative under the stamp and seal of the firm.

THEREFORE IN VIEW OF THE CONSIDERATIONS OF THE MUTUAL COVENANT AND AGREEMENT HEREINAFTER AGREED BETWEEN THE PARTIES HEREBY AS FOLLOWS:

- i.** The PARTY OF THE SECOND PART undertakes to supply the indented quantity of the planting materials, as per Specifications given in Annexure – I, to the Head Quarters of the different Blocks of the Districts within 20 calendar days from the date of issue of the supply order and delivery challan.
- ii.** The responsibility of the PARTY OF THE SECOND PART includes transportation, loading, sorting, unloading and delivery to the headquarters of the respective Blocks with the help of the required number of skilled persons without damaging the plants. Transit losses, if any, will have to be borne by him.
- iii.** BOTH THE PARTIES do hereby agree that the supplied planting materials which do not conform to the specifications shall be rejected outright, the PARTY OF THE SECOND PART will be liable to replace the said quantity within 7 calendar days from the date of such rejection and he shall have no right to claim payment for the same.
- iv.** The quality and quantity of the planting materials will be checked by the recipient at the time of delivery and the PARTY OF THE SECOND PART shall allow sufficient time to the recipient authority for checking and examination of the same.
- v.** BOTH THE PARTIES also accept that if there is an abnormal mortality of the saplings after planting and within 30 days from the date of delivery, for any reason other than maintenance, the same quantity of plants shall be replaced , on pains of blacklisting.
- vi.** It is emphasized by the PARTY OF THE FIRST PART and understood by the PARTY OF THE SECOND PART that the period of delivery, stipulated in the supply order is the essence of the work.
- vii.**
 - a.** If the PARTY OF THE SECOND PART fails to deliver any or all of the planting 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.

- b. In case, the delay is beyond two weeks, WBSFP&HDCL may by written notice terminate the PARTY OF THE SECOND PART to proceed with any or all of the necessary part of supply.
- c. Such failure on the part of the PARTY OF THE SECOND PART leading to delay beyond two weeks will result in forfeiture of Earnest Money (Performance Guarantee) and also debar him to take part in the tender process of the Corporation for the next three consecutive years.

viii. Any dispute arising out of noncompliance of any Terms and Conditions of the Tender, it shall be sought to be resolved initially through negotiation, failing which the same shall be referred to the Arbitrator, who shall be appointed by the WBSFP&HDCL in accordance and subject to the provision of the Arbitration and Conciliation (Amendment) Act, 2015.

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.

All disputes and Court cases are subject to the Jurisdiction of the Calcutta High Court only.

ix. a. Payment will be claimed by the SECOND PARTY on submission of the Bill in duplicate with receipted Challans duly certified by the recipient authority and have to be submitted to the PARTY OF THE FIRST PART within TEN working days of completion of supply, upon which the payment shall be released by the Corporation within next 30 calendar days to the PARTY OF THE SECOND PART through Direct Benefit Transfer.

c. All Statutory deductions will be deducted from the SECOND PARTY's Bill.

d. No mobilization advance will be allowed.

x. Any change, amendment or modification to this Agreement must be in writing and signed by the Authorized representatives of BOTH THE PARTIES.

xi. This Agreement and all issues arising out of the same shall be construed in accordance with the Laws of INDIA.

IN WITNESS WHERE OF THE PARTIES PRESENT HAVE HERE INTO SET THEIR
RESPECTIVE HANDS AND SEALS THE DAY _____ YEAR IN _____

1. _____

For & on behalf of West Bengal State Food Processing & Horticulture Development
Corporation Limited., (Party of the FIRST PART)

2. _____

For & on behalf of
(Party of the SECOND PART)

AGREEMENT SIGNED IN THE PRESENCE OF :

WITNESS:-

1. _____ 2. _____