



**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**

NOTICE INVITING Re-E-Expression Of Interest

Re-EOI No.31 /WBSFPHDCL/1770/2021-22

Date: 06.07.2021

Re-E-EOI is invited from the reputed seed producers / suppliers for supply of seed mini-kit containing of the following items in each kit.

Amaranthus Red (Open Pollinated Variety) : 100 grams per packet

Amaranthus Green (Open Pollinated Variety) : 100 grams per packet

1. BID PROCEDURE

a. Registration of Bidder:

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

b. Digital Signature Certificate (DSC)

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

c. Collection of EOI Documents

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

d. Submission of EOI

Bidders are to be submitted online on the website <http://www.wbtenders.gov.in> in a single folder 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).

e. Earnest Money Deposit (EMD)

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

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

i. Login by Bidder

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

b. He will select the EOI to bid and initiate payment of pre-defined EMD for that EOI by selecting from either of the following payment modes:

i. Net banking (any of the Banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.

ii. RTGS/NEFT in case of offline payment through bank account in any Bank.

ii. Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway

a. 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.

- b. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
- c. Bidder will receive a confirmation message regarding success/failure of the transaction.
- d. 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
- e. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

iii. Payment through RTGS/ NEFT

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

- e. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- f. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

iv. 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 EOI. In case of successful bidder, the Earnest Money deposit will be released after 90 days from the date of completion of the first batch of supply. No interest on Earnest Money will be paid by the Corporation.

v. 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.

vi. 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' prior to the date fixed for pre-bid meeting.

- b. The queries may be sent by email also to wbsfphdcl@gmail.com up to one day before the date fixed for pre-bid meeting.
- c. The queries received by email up to one day before the date fixed for pre-bid meeting only shall be considered for response.
- d. Verbal queries will be accepted on the day of the pre-bid meeting. After the pre-bid meeting no query shall be entertained.
- e. **The clarification given in response to the queries and issues raised in the pre-bid meeting shall be final and binding on the bidder.**

vii. 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 in response to pre-bid meeting will be published on the same website and also on the website of the Deptt. of Food Processing Industries & Horticulture (<http://www.wbfpih.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.

2. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Bidder/Supplier or the Corporation, 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

- a. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, Government Conspiracy, riot, civil commotion and terrorist area .
- c. 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.
- d. Strike, Sabotage, lockout, lockdown, curfew, embargo, import restriction, port congestion, lack of usual means of public transportation, logistics and communication, industrial dispute, shipwreck, shortage of power supply, epidemics, pandemic, quarantine and outbreak of plague or other virus.
- e. Earthquake, landslide, volcanic activity, torrential rain, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, pandemic, nuclear and pressure waves or other natural or physical disaster.
- f. 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 thirty 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.
- g. 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.

- h. No delay or non-performance 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 non-performance . If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

Terms & Condition

1. The prospective Bidders must have the following copies of documents in support of their Technical Qualification:

- a. PAN,
- b. GST,
- c. Trade license/ Certificate of Enlistment (valid on 31.03.2021)
- d. Seed License (valid on 31.03.2021)
- e. Copy of challan for payment of Professional Tax for the year 2020-21
- f. IT return for any two Years for the period from FY/AY 2017-18 to 2020-2021 .
- g. Profit& Loss Statements and Balance Sheets for two years for the period from 2017-18 to 2020-2021,
- h. Credential for supply of vegetable seeds worth minimum Rs.10.00 lakhs any two years, either singly or cumulatively, in the last three preceding FY, i.e 2018-19, 2019-20, 2020-21 to any State/ Central Government Organizations or State/ Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals.

As credential, the Bidder must submit the copy of the Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority forsupplying

the vegetable seeds. The said Certificate should contain the particulars of the items supplied, period of supply and the total value of supply.

2. The bidder should quote their all inclusive rate for supply of Seed mini-kit containing Amaranthus Red (Open Pollinated Variety) : 100 grams per packet and Amaranthus green (Open Pollinated Variety) : 100 grams per packet . The rate in BOQ will be quoted for a kit containing Amaranthus Red (Open Pollinated Variety) : 100 grams per packet and Amaranthus Green (Open Pollinated Variety) : 100 grams per packet inclusive of GST, packaging materials with printing, Labour charges, Loading and unloading and delivery up to different Block of West Bengal and all other charges.
3. The supply must be completed within 20 days from the date of receipt of the supply order.
4. The seed materials should be supplied as per specification.
5. The prospective bidder must have to deposit as earnest money of Rs.10,000 through RTGS/NEFT in favour of West Bengal State Food Processing & Horticulture Development Corporation Limited through ICICI Payment Gateway failing which the EOI will be treated as informal.
6. The documents submitted by the bidders should be properly indexed & digitally signed.
7. Bids shall remain valid for a period not less than 180 days.
8. The officials of the State Seed Testing Laboratory will collect the sample of seeds from the go-down of the successful bidder before delivery of the materials in presence of the officials of the Deptt. of FPI&H, Govt. of West Bengal & the Corporation. In case of unsatisfactory germination the Corporation will deduct the bill accordingly & forfeit the earnest money and the supplying company will be black listed by this Corporation.
9. The intending Bidders are required to quote the rate online only. No offline EOI will be entertained.
10. During the scrutiny, if it comes to the notice to the EOI inviting authority that the credential(s) and/or any other paper(s) of any bidder is incorrect/ manufactured/ fabricated, that bidder will not be allowed to participate in the bid and that application will be rejected outright. The West Bengal State Food Processing & Horticulture Development Corporation Ltd. reserves the

right to cancel the E.O.I. due to unavoidable circumstances and no claim in this respect will be entertained in the public interest.

11. Before issuance of the WORK ORDER, the EOI inviting authority may verify the credential(s) and/ or other document(s) of the lowest Bidder, if found necessary. After verification, if it is found that the document(s) submitted by the lowest Bidder is/are either manufactured or false, the work order will not be issued in favour of the said Bidder.
12. It is emphasized by the Corporation and understood by the Bidder that the period of delivery, stipulated in the supply order is the essence of the work. It is admitted by the bidder that any delay in delivery may obviate the necessity of supply and thereby affect the interest of the Corporation. If the reason of delay is beyond the control of the Bidder, then it should be communicated to the Corporation in writing for its necessary intervention and resolution.

If the bidder fail to deliver the seeds within the time specified due to his fault or inefficiency, a sum equal to 1% of the price of the delayed material will be deducted from the final bill of the bidder/ bidder.

If the reason for non-supply or delay is beyond the control of the Bidder, the bidder has to communicate the difficulty, with valid justified reason, in writing to the WBSFP&HDCL, for non-imposition of the penalty.
13. All Bidders are requested to be present during opening of Bid positively. In no case/ their absence will stand against holding the same.
14. The intending bidder is required to quote the rate in figures as well as in words.
15. Conditional / incomplete EOI will not be entertained.
16. The accepting authority reserves the right to reject any or all the bids without assigning any reason whatsoever and he will not be bound to accept either the lowest bidder or any of the bidders.
17. 20% of the Bill value will be paid on submission of Bill in duplicate along with the receipted challans from the concern District Authority & balance 80% payment will be made on receipt of satisfactory field report from the concern District Horticulture officer after 90 days from the date of supply.

18. IMPORTANT DATE AND TIME SCHEDULE:

| S1. No. | PARTICULARS | DATE & TIME |
|------------|---|------------------------|
| 1. | Date of uploading (Publishing) of EOI. Documents (Online) | 06.07.2021 |
| 2. | Documents download start date (Online) | 06.07.2021 |
| 3. | Documents download end date (Online) | 13.07.2021 upto 3 P.M. |
| 4. | Bid proposal submission start date (Online). | 06.07.2021 |
| 5. | Bid proposal Submission end date (Online) | 13.07.2021 upto 3 P.M. |
| 7. | Bid opening date | 15.07.2021 at 3 P.M. |

S/d
Managing Director
WBSFP&HDCL