Notice Inviting Application : - NIA No: 01/DFO/PGN/WBFDCL/20-21 (1st Call)

NOTICE INVITING APPLICATION FOR ENLISTMENT OF SUPPLIER/VENDOR

Green Projects Wing, West Bengal Forest Development Corporation Ltd. (A Government of West Bengal undertaking) invites application in sealed envelope for empanelment of Supplier/Vendor of Saplings and Agri-inputs from the eligible Individuals and Proprietorship/Partnership/Private Limited Company/Public Limited company/LLP/ Co-Operative Societies fulfilling the criteria appended to the notice in the format annexed (APPENDIX-1) along with supportive documents for the Districts of Jalpaiguri, Coochbehar, Alipurduar & Darjeeling.

The application in prescribed format (ANNEXURE-1), complete in all respect, along with all supportive documents as stated in the application format, must reach the Ex-Officio Manager, Green Projects Wing, WBFDCL & Divisional Forest Officer, Parks & Gardens (North) Division within 31.07.2020 Positively. The application in sealed envelope with inscription “Application for Empanelment of supplier/vendor for supplying of Saplings and Agri-inputs under MGNREGA Scheme of Districts of Jalpaiguri, Coochbehar, Alipurduar & Darjeeling of West Bengal during the year 2020-21 to 2022-23” should be sent by hand /Ordinary Post/ Speed post/ Registered Post/ Courier to:

The Ex-Officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Ltd., & Divisional Forest Officer, Parks & Gardens (North) Division, Girish Ghosh Sarani, Hakimpara, Siliguri-734001.

The intending applicant should clearly mention the name of District or Districts for which he/she is likely to be enlisted.

All complete applications received shall be acknowledged through email to the email id provided in the application, however applications which are not duly filled up and/or lacking required supportive documents, shall not be acknowledged and shall be treated as NOT RECEIVED. Any complete application received after the above mentioned cut-off date shall not be considered for current process of empanelment but may be acknowledged for consideration in future process. The selected eligible supplier will be intimated through email. The empanelment of the eligible supplier shall be for 03 (Three) years i.e. for 2020-21, 2021-22 & 2022-23.
The Green Projects Wing’s decision on selection shall be final and no further communication in that respect shall be entertained.

All Persons/Firms/ Company intending to apply are requested to go through APPENDIX-1 for eligibility Criteria and other norms before application.

Sd/-
(ANJAN GUHA, WBFS)
Ex-Officio Manager
Green Projects Wing, WBFDCL
&
Divisional Forest Officer
Parks & Gardens (North) Division, Siliguri

Copy forwarded to:
Memo. No.1114/WBFDCL/2-26

Copy for information and wide circulation through his office notice board to:
1. The Principal Chief Conservator of Forests,(HoFF) West Bengal, Aranya Bhaban, Salt Lake, Kolkata-700098.
2. The Chief Executive Officer, West Bengal Forest Development Corp. Ltd.
3. The Chief Conservator of Forests, MIS Cell, Aranya Bhaban with a soft copy for uploading in Department Website. PDF Format mailed to the mail id pccfw@vsnl.net.
4. The General Manager, West Bengal Forest Development Corp. Ltd.
5. The General Manager (Operations), West Bengal Forest Development Corp. Ltd.
6. Concerned Ex-Officio Unit in-charge and Range Officer for wide publicity at Local Level.
7. Office Notice Board.
8. The Guard File.

Sd/-
(ANJAN GUHA, WBFS)
Ex-Officio Manager
Green Projects Wing, WBFDCL
&
Divisional Forest Officer
Parks & Gardens (North) Division, Siliguri
APPENDIX-1

Eligibility Criteria and other norms for empanelment of Supplier/ Vendor.

1.0 Eligibility Criteria for Empanelment:

1.1 TECHNICAL CRITERIA

i. Bidder should be 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.

ii. Bidder should have Own Nurseries (in the name of the Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society) of all possible varieties of both horticulture and Forest plants including the requisitioned variety and should possess the proper valid licenses of nursery and in case of Agri-Inputs the bidders should have all necessary documents of trading/ manufacturing.

1.2 FINANCIAL CRITERIA

i. Annual Turnover: The bidder must have a minimum annual turnover of ₹ 50,00,000/- (Rupees Fifty Lakh only) in the last two completed financial years.

ii. Financial Solvency: The Bidder must have a minimum financial solvency of ₹ 100,00,000/- (Rupees one Crore only)

iii. The selected eligible bidder (L1) shall have to submit Bank Guarantee (BG) of Rs. 50 Lakhs in favour of The Ex-Officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Ltd., & Divisional Forest Officer, Parks & Gardens (North) Division Within stipulated periods of time.

1.3 MANDATORY DOCUMENTS REQUIREMENT

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

i. Document (Certificate of Registration or Agreement) in support of the nature of firm like 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.

ii. Necessary Licenses of both nursery & Agri-Inputs valid as on the last date of submission of bids.

iii. PAN Card

iv. Income Tax Returns for the last three Assessment Years

v. Trade License / Certificate of Enlistment, valid as on the last date of submission of bids

vi. Audited Profit & Loss Statements and Balance Sheets for the last three preceding financial years.

vii. Financial Solvency Certificate, issued by a Scheduled Commercial Bank issued after 01.04.2020

viii. Positive Net Worth Statement as on 31.03.2019, certified by a licensed Chartered Accountant.

ix. An undertaking by the bidder in ANNEXURE-II

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

2.0 AGREEMENT

i. The selected Supplier will be issued a “Letter of Intent” and shall have to submit a “Letter of Acceptance” within 2 calendar days.
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”.

iii. Within 2 calendar days of receipt of the Letter of Acceptance, the successful Bidder shall execute an Agreement in the prescribed format (Annexure-III) with the Green Projects Wing ,WBFDCL.

3.0 PERFORMANCE GUARANTEE
i. Within 5 calendar days of execution of the agreement, the selected bidder will have to furnish a Performance Guarantee in the form of a Bank Guarantee from any Scheduled Commercial Bank in ORIGINAL of Rs.50 lakhs (Rupees fifty lacs)

iii. The Performance Guarantee shall be valid for 3 years from the date of issue of the Letter of Intent. The same shall be returned after the completion of the full supply obligation during same period of 3(Three) years.

4.0 SUPPLY
i. The supply order shall be issued by Green Project Wing, WBFDCL after signing of the Agreement by the supplier and receipt of the Performance Guarantee, normally within 5 calendar days from the supplier.

ii. The selected supplier shall be ready to supply the indented quantity of materials to different Gram Panchayats of the concerned District or as per the instruction of the district administration.

iii. Supply of the indented quantity of material to the destination places shall be completed within scheduled calendar days of the concerned districts.

iv. Any disputes in quality and quantity of supplying materials will be the sole responsibility of the supplier, WBFDCL will view it very seriously, if any abnormalities noticed in supply and subjected to subsequent cancellation/termination of the agreement.

5.0 PAYMENTS
i. The selected supplier will receive payments on back to back basis i.e The Green Projects Wing, WBFDCL will pay to the supplier only after receiving payments from concerned Govt Departments.

ii. The administrative charges @ 5 % will be deducted from each bill of payments.

6.0 DELIVERY AND QUALITY OBLIGATIONS
i. The responsibility of the successful supplier includes transportation, loading, sorting, unloading and delivery to the headquarters of the respective Gram Panchayats or any other destination with the help of the required number of skilled persons without damaging the plants.

ii. Transit losses will have to be borne by the supplier.

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 and as per the specification mentioned by the concerned Govt Departments.

iv. The supplied planting materials which do not conform to the specifications may be rejected outright and the supplier shall have no right to claim payment for the same.

v. Any deviation from the prescribed specifications will not be accepted by the authority under any circumstances.

vi. Prior to Certifying / Acknowledging the Challans, the recipient authority shall satisfy themselves about the quality and quantity of the materials. Supplier should get the challans checked accordingly.
7. DELAYS IN SUPPLY
i. It is emphasized by the WBFDCL and understood by the supplier that the period of delivery, stipulated in the supply order is the essence of the work.
ii. The supplier will keep in mind that any delay in delivery may obviate the necessity of supply and thereby, affect the implementation of the Scheme.

8.0 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 WBFDCL 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.
Annexure-1
Application for Empanelment as Supplier/Vendor in the Green Projects Wing, West Bengal Forest Development Corporation.

To
The Ex-Officio Manager
Green Projects Wing, WBFDCL
&
Divisional Forest Officer
Parks & Gardens (North) Division
32, Girish Ghosh Sarani, Hakimpara, Siliguri- 734001.

Sir/ Madam,
Having examined the Empanelment notice no.................& documents, I /we hereby apply for empanelment as Supplier/Vendor in Green Project Wing, West Bengal Forest development Corporation and submit herewith all the necessary information and relevant documents for your consideration and evaluation.
I/We confirm, hereby, understanding of the followings i.e.:
I. Empanelment notice Inviting & Accepting authority.
II. Authority i.e. Chief Executive Officer, Green Projects Wing, WBFDCL who can amend the scope & value of this Project.
III. Empanelment notice Inviting & Accepting Authority reserve the right to reject any application without assigning any reason.

Declaration
I/we do hereby declare that I/We have carefully read the norms for empanelment of Supplier/ Vendor and will abide by it. Also the statements/documents furnished herewith are true to the best of my / our knowledge and belief and my / our candidature is likely to be cancelled if any of the particulars is found to be incorrect or false.

Enclo: - All the necessary documents as asked by the authority.

.........................................................
Signature of the applicant with seal

N.B:- THIS APPLICATION MUST BE MADE IN THE LETTER HEADED PAD OF THE FIRM
Annexure-II
Undertaking of the Bidder (On a Stamp Paper of Value of Rs. 10/-)

I / we do hereby undertake:
1. that all the information and documents submitted against the notice no............... dated............. are true to the best of my / our knowledge and belief.
2. that I / we have also gone through all the terms & conditions and I / we undertake to comply with the same meticulously.
3. that the rate quoted by WBFDC to concerned districts will be valid and binding upon me /us for the entire period as stipulated in the above Notice of Empanelment.
4. that I / we shall supply the planting materials and Agri-Inputs maintaining the characteristics and specifications mentioned in supply order and shall replace the sub- standard materials at my /ourown cost within 7 (Seven) calendar days from the date of rejection.
5. that if I / we fail to complete the supply within the stipulated period due to my / ourown fault/ inefficiency, the Corporation shall reserve the right to impose penalty and forfeit my / our Performance Guarantee deposited by me / us and also debar me / us from participation in the Tender process of the WBFDC for the next 3(three) consecutive years.
6. that I / we have not been debarred/ delisted/blacklisted by any State/Central Government Organization or State/Central Govt. Undertaking or Statutory Body or Local Body during the last three consecutive years up to the last date of submission of Tender.
7. that I / we have neither abandoned a supply nor rescinded any supply order issued during the last three financial years.

Place:
Date: Signature of the Bidder
ANNEXURE-III
MODEL AGREEMENT

This Agreement is made on this .......... Day of ............. Between The Ex- Officio Manager, Green Projects Wing, WBFDCL & Divisional Forest Officer, Parks & Gardens (North) Division as the 1st party (hereinafter called the distributor / purchaser), which include its successors and.................................the 2nd party (hereinafter called as seller), which includes its successors, for purchasing of different saplings and Agri-Inputs 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 2nd party.

1. That the 2nd party would offer their price for various saplings to the 1st party from time to time.
2. That the 2nd party would pay commission on the 1st party on the offered price which is inclusive of GST and other taxes. The percentage of commission would be 5% on the sales price by 2nd party.
3. That if the indenting authority imposes any penalty on the 1st party for non-supply of saplings and inputs within the stipulated period of time, supply of saplings and inputs of inferior quality and other reason whatsoever, with regard to the saplings 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).
4. The 1st party would place necessary order from time to time on the 2nd party on the basis of estimate requirements/ order received from different customers / authorities / indenting authority.
5. The 2nd party would replace the damaged quantity of the saplings & inputs, if those are rejected by the indenting authority.
6. 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 saplings & inputs are rejected for any reason, what-so-ever, by the indenting authority, then the 2nd party is liable to replace the entire quantity.
7. The 2nd party would make necessary arrangement for inspection of saplings & inputs either before or after the delivery in presence of the representative of the 1st party as per request of the indenting authority and/ or 1st party.
8. That the 2nd party would make necessary suitable packaging with standard good density polythene packet as per order of the indenting authority.
9. That the 2nd party would make necessary delivery of the saplings with consent of its H.Q. to its Branches & District offices of the 1st party.
10. 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.
11. 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 to the office of the 1st party at .............................................
12. Wherever the 1\textsuperscript{st} party sells the saplings/inputs of the 2\textsuperscript{nd} party, the 1\textsuperscript{st} party would make necessary payment to the 2\textsuperscript{nd} party against their supply on receipt of payment from the indenting authority i.e. payment to the 2\textsuperscript{nd} party to be made on back-to-back basis.

13. In case of discrepancies arising out of this Agreement, only Calcutta High Court shall have the jurisdiction for settlement of the disputed matter.

14. That this Agreement shall remain valid up to 31\textsuperscript{st} march 2023 from the date of execution of the Agreement.

15. If 1\textsuperscript{st} party and 2\textsuperscript{nd} party agree to continue the business with each other after successful completion of 3\textsuperscript{rd} year of agreement, the agreement may be renewed and revalidated for a further period, if both parties mutually may agree.

16. That this Agreement can be terminated by either of the parties by giving 90 (Ninety)days’ notice in advance to the other side.

IN WITNESSESWHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS BEFORE WITNESSES.

For …………………………………………… For Green Projects Wing, WBFDCL
(2\textsuperscript{nd} party) (1\textsuperscript{st} party)

Witnesses: Witnesses:

1. 1.

2. 2.
PERFORMANCE SECURITY BANK GUARANTEE FORM

TO:

...........................................
...........................................
...........................................

WHEREAS, ........................................ (Name of the Supplier) hereinafter called “the Supplier”, has undertaken, in pursuance of Contract to supply ........................................ (Description of goods/equipment and services) hereinafter called “the Contract”

AND

WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a national/scheduled Bank located in India for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract.

AND

WHEREAS, we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier up to a total of Rs. 50,00,000 (in figures) Rupees fifty lakhs (in words) (Amount of Guarantee) and we undertake to pay you on your written demand declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the limit of Rs. .................. (Amount of Guarantee) without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the 31st day of March 2023.

Date ...........................................

Signature and seal of Guarantors

Address ............................................

.................................................
10. Schedule of Dates:

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Particulars</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of uploading N.I.A. Documents—Online (Publishing Date)</td>
<td>07.07.2020</td>
<td>05.00 pm.</td>
</tr>
<tr>
<td>2</td>
<td>Documents download start date (Online)</td>
<td>07.07.2020</td>
<td>05.15 pm.</td>
</tr>
<tr>
<td>3</td>
<td>Application submission closing date (by hand /Ordinary Post/ Speed post/ Registered Post/ Courier to: The Ex-Officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Ltd., &amp; Divisional Forest Officer, Parks &amp; Gardens (North) Division, Girish Ghosh Sarani, Hakimpara, Siliguri- 734001. The intending applicant should clearly mention the name of District or Districts for which he/ she is likely to be enlisted)</td>
<td>31.07.2020</td>
<td>05.15 pm.</td>
</tr>
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<td>4</td>
<td>Application opening date</td>
<td>03.08.2020</td>
<td>11.00 am</td>
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</tbody>
</table>

Memo. No.1114/WBFDCL/2-26

Copy for information and wide circulation through his office notice board to:

1. The Principal Chief Conservator of Forests,(HoFF) West Bengal, Aranya Bhaban, Salt Lake, Kolkata-700098.
2. The Chief Executive Officer, West Bengal Forest Development Corp. Ltd.
3. The Chief Conservator of Forests, MIS Cell, Aranya Bhaban with a soft copy for uploading in Department Website. PDF Format mailed to the mail id pccfwb@vsnl.net.
4. The General Manager, West Bengal Forest Development Corp. Ltd.
5. The General Manager (Operations), West Bengal Forest Development Corp. Ltd.
6. The Deputy Director Tourism, North Bengal.
7. Concerned Ex-Officio Unit in charge and Range Officer for wide publicity at Local Level.
8. Office Notice Board.

Sd/-

(ANJAN GUHA, WBFS)
Ex-Officio Manager
Green Projects Wing, WBFDCL
&
Divisional Forest Officer
Parks & Gardens (North) Division, Siliguri

Date: 07.07.2020