



West Bengal Forest Development Corporation Limited (WBFDC)
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
Web site: <https://www.wbfdc.com>
E-mail: kfcd@wbfdc.com

No:592/E-TENDER/KFCD/21-22

DATE: 21.06.2021

TB NUMBER: 04/TB/Empanelments of Vendors /WBFDC /2021-22

NOTICE INVITING Technical Bid (TB) for Empanelment of Vendors/ Agency Supply of Saplings and Agri-inputs under MGNREGA

1.	Name of Work	West Bengal Forest Development Corporation Limited (WBFDC) intends to empanel firm/ companies involved for supply of Saplings and Agri Inputs to the Districts in five divisions of West Bengal under MGNREGA .
2.	Application fees	Vendors are requested to submit non refundable Application Fee of an amount equivalent to Rs. 10,000- in the manner as mentioned in the TB document.
3.	Period of Work	2 (two) years
4.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	22.06.2021
	Application submission start date (Online)	22.06.2021 from 11 AM onward
5.	Application Submission closing (Online)	08.07.2021 by 5 PM
6.	Last date of submission of hard copies of Application	09.07.2021 by 5 PM
7.	Opening of Application (Online)	10.07.2021 at 11 AM
8.	Name & address of office inviting tender	The Divisional Manager, Kolkata Forest Corporation Division, 'Aranya Bikash', KB-19, Sector-III, Salt Lake City, Kolkata-700106 E-mail: kfcd@wbfdc.com

Project details: Applicants are advised to go through the TB document for Project related information.

The Applicants shall submit its Application in online form and also in Hard Bound manner in a sealed envelope.

Note:

1. WBFDC reserves the right to cancel or modify the TB process without assigning any reason and any liability.
2. Further details can be seen on website <https://www.wbfdc.com> and <https://wbenders.gov.in>

Sd/-
Divisional Manager, WBFDC

Technical Bid (TB)
For
Empanelment of Vendors for Supply of Saplings and Agri-inputs
under MGNREGA



TB No: 04/TB/Empanelments of Vendors/WBFDCL/2021-22

Date: 22.06.2021

Issued by:
West Bengal Forest Development Corporation Limited (WBFDCL)
Kolkata Forest Corporation Division, 'Aranya Bikash',
KB-19, Sector-III, Salt Lake City, Kolkata-700106
Web site: <https://www.wbfdc.com>
E-mail: kfcd@wbfdc.com

DISCLAIMER

1. The information contained in this Technical Bid document (the "TB) or subsequently provided to interested parties (Applicants), whether verbally or in documentary or in any other form by or on behalf of West Bengal Forest Development Corporation Limited, (hereinafter referred to as "**Wbfdcl**") or any of its employees or advisors, is provided to the Applicants on the terms and conditions set out in this TB and such other terms and conditions subject to which such information is provided.
2. Wbfdcl has prepared this document to give interested parties background information on the Project. While Wbfdcl have taken due care in the preparation of the information contained herein and believe it to be accurate, neither Wbfdcl nor any of its authorities or agencies are not responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an TB. The information is provided on the basis that it is not binding on Wbfdcl, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. Wbfdcl reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest

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Technical Bid - Empanelment of Vendors

1. Background

- 1.1 The West Bengal Forest Development Corporation Limited (WBFDCCL) (hereinafter also referred to as the "Corporation") came into existence in 1974 as per Companies Act 1956, on the recommendation of National Commission of Agriculture. The Broad Objectives of setting up WBFDCCL was to offer timber, non-timber forest produces and value-added forest products at reasonable prices for the public in general, to develop awareness for conservation of nature and wild life through responsible eco-tourism and to uplift social economic status of Joint Forest Management Committees (JFMCs).

2. Empanelment of Vendors

- 2.1. WBFDCCL Invites applications for empanelment of Firms/ Companies involved supply of Saplings and Agri Inputs to the Districts to the following five divisions of West Bengal under MGNREGA

Presidency division	Medinipur division	Burdwan division	Malda division	Jalpaiguri division
Howrah district	Bankura district	Birbhum district	Dakshin Dinajpur district	Alipurduar district
Kolkata district	Jhargram district	Paschim Bardhaman district	Malda district	Cooch Behar district
Nadia district	Paschim Medinipur district	Purba Bardhaman district	Murshidabad district	Darjeeling district
North 24 Parganas district	Purba Medinipur district	Hooghly district	Uttar Dinajpur district	Jalpaiguri district
South 24 Parganas district	Purulia district			Kalimpong district

- 2.2. Empanelment of Vendor to take place at Division level. Interested Vendor has to clearly indicate the name of the Division it is applying. A Vendor can apply for all the Divisions but they have to mention the name of the Division/s for which they are applying clearly in their Application.

- 2.3. Interested Applicants can submit their Application only through electronic means, as per guidelines provided in Appendix 1.

3. Calendar of Events

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	22.06.2021
2.	Application submission start date (On line)	22.06.2021 from 11 AM onward
3.	Application Submission closing (On line)	08.07.2021 by 5 PM

4.	Last date of submission of hard copies of Application	09.07.2021 by 5 PM
5.	Opening of Application (Online)	10.07.2021 at 11 AM

4. Venue and Deadline for submission of Application

4.1. Vendors are requested to submit the details as per the prescribed format along with the non- refundable amount of Rs. 10,000- towards processing fee in the form of Bank DD/Cheque favoring Divisional Manager, West Bengal Forest Development Corporation Limited, payable at Kolkata. Cost of application is exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence.

5. Eligibility Criteria

5.1. An Applicant submitting the response in response to this Technical Bid (TB) shall hereinafter be referred to as applicant. Only those applicants who fulfill the following credentials should respond to this invitation:

5.2. The Applicant may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society. The Applicant must have Office in West Bengal and minimum three years' experience in supply of Saplings and Agri-inputs to Government/ Semi Government Sectors

5.3. Intending Applicant should produce credentials of a similar nature in supply of Saplings/ Agri Inputs of the minimum cumulative value equivalent to Rs 1.60 crores during 5 (five) years prior to the date of issue of the TB

5.4. The Applicant should have Own Nursery/ies covering varieties of horticulture/ forest plants and in case of Agri-Inputs, the Applicants should have all necessary documents of trading/ manufacturing.

5.5. The Applicant have office and nursery/ies of minimum 3 acres (cumulative) in West Bengal.

6. Documents: to be submitted online by the Applicant

6.1. Scan copy of demand draft of Rs 10,000/ (Rupees Ten Thousand Only) towards processing fee. Cost of application is exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence

6.2. Trade License (in case of proprietorship firm/ partnership firm)

6.3. Registered copy of the trust deed/ Society deed

6.4. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.

6.5. In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary

- 6.6. Valid trade licenses/ permission of nursery in the state, where the supplier/ vendor will be asked to supply agri inputs, valid trade licenses/ permission for the same
- 6.7. GST Certificate
- 6.8. Client Certificate towards credential
- 6.9. Audited balance sheet of previous financial year
- 6.10. Copy of the produce ITRs Certificate from the Company's Chartered Accountant for the last Three Financial Years i.e. 2017-18, 2018-19 and 2019-20
- 6.11. Annexure I to V as per the format enclosed
- 6.12. This TB is non-binding in nature. A response to this TB does not automatically ensure that you will be selected to participate in tender or be selected for procurement. The Corporation shall not be responsible for the costs incurred by you in preparing and submitting your Technical Bid.

7. Document to be submitted offline (Hard Copy)

7.1 Demand draft of Rs 10,000 towards processing fee. Cost of application is exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence

7.2 Hard copy in hard bound manner of the document as listed in Clause 8

8. TB (Application for Empanelment) Submission by the Applicant

The Applicant can submit its Application by given date and time as mentioned under Clause 5. Hard copy of the document shall be submitted on the address given below.

The Divisional Manager,
West Bengal Forest Development Corporation Limited,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

9. Empanelment Procedure

- 9.1. The objective of evaluation methodology is to facilitate the empanelment of technically superior vendors. The applicant's will be evaluated on the basis of Eligibility Criteria as mentioned under Clause 5 and documents as listed under Clause 6 & 7 of this TB document.
- 9.2. The vendor will be empaneled as per the following process:
- 9.3. Vendors satisfying the eligibility criteria will be short listed and will be empaneled with WBFDCCL after due scrutiny of documents submitted by the Applicant and site visit by the officials/ representatives of WBFDCCL. WBFDCCL may, at its sole discretion, decide

to seek more information from the Applicants. The clarification shall be given in writing immediately.

- 9.4. The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any applicant. Decision of the Evaluation Committee would be final and binding upon the Applicants.
- 9.5. The Applicant may be called to make detailed presentation before the evaluation committee on a suitable date as informed by Wbfdcl.
- 9.6. Decision of Wbfdcl in respect of evaluation methodology and short listing of Applicants will be final.

10. Notification of Empanelment

- 10.1. Wbfdcl after evaluation of the Application received and site visit will intimate Vendor/s whether their application has been accepted through a registered letter or by email.
- 10.2. The applicant shall acknowledge in writing, receipt of the intimation of empanelment and shall send his acceptance within four (4) days of receiving the intimation along with a copy of the Agreement on stamp paper of requisite value and a performance security by way of Demand Draft/ Bank Guarantee of Rs 20 lacs from a Schedule Commercial Bank.
- 10.3. The performance security shall remain valid for 2 years from the date of Agreement. The same shall be returned after the completion of the supply of material indented during the Agreement Period. The Performance Bank Guarantee to be furnished by the Empaneled Vendor in the format as provided in Annexure VI.
- 10.4. Failure to abide by this, may lead to non acceptance of the Application.
- 10.5. The Corporation shall enter into a Supply Agreement/ Contract with the Selected Vendor. A draft of the Agreement is enclosed as Appendix 2.
- 10.6. The Corporation reserves the right to expand the panel of vendors, if required, as and when necessary, during the tenure of the Agreement and panelist will not have any right to object whatsoever.

11. Terms & Conditions

- 11.1. The undersigned reserves the right to withdraw or include any item without assigning any reason thereof.
- 11.2. The undersigned reserves the right to reject the Application of any Applicant who is a defaulter to the Wbfdcl Ltd. & the Forest Directorate, W B in respect of payment of dues.
- 11.3. Empanelment would be for a period of two years from the date of issuance of empanelment letter/agreement subject to satisfactory services and yearly review. If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for empanelment or any tender is false or irregular while applying for the tenders Wbfdcl shall reserve the right to remove

such vendors from the empaneled list without giving any notice to the vendors in advance.

- 11.4. The response should be submitted in a structured format as per the checklist appended with number on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information are liable for rejection. (Authorization Letter from the company should be furnished along with the application)
- 11.5. The evaluation of the applications for empanelment shall be carried out by the committee constituted for the purpose.
- 11.6. Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the TB submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserved the right to relax the evaluation criteria.
- 11.7. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Wbfdcl
- 11.8. During empanelment period, Wbfdcl reserves the right to de-panel, if the service provided by the vendor is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, the Wbfdcl reserves the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. Wbfdcl's decision will be final in this regard.
- 11.9. In order to allow prospective Applicants reasonable time in which to take the amendment into account in preparing their response, Wbfdcl, at its discretion, may extend the deadline for the submission of response.
- 11.10. Wbfdcl shall conduct limited tendering process inviting financial bids from amongst the Empaneled Vendors for selection of successful Applicant/s to supply Saplings and Agri-inputs for each of the Division from time to time
- 11.11. During the financial tendering process, the Applicant/s have to submit an Earnest Money Deposit (EMD) of Rs 10,000. The EMD of the bidder/s will be returned after finalization of the bid and selection of successful bidder/s.
- 11.12. The successful Applicant shall have to supply Saplings (and Agri-inputs if required) in desired quantity within the stipulated time frame post signing of the Contract.,

failure of which will be considered as event of default and may lead to termination of contract and forfeiture of performance security.

- 11.13. The Selected Bidder/ Supplier shall have to supply the indented quantity of materials to different Gram Panchayats of the concerned district or as per the instruction of the District Administration/ Corporation.
- 11.14. Supply of the indented quantity of the material to the destination places shall be completed within scheduled calendar days of the concerned districts.
- 11.15. Any disputes in the quality and quantity of supplying materials will be the sole responsibility of the supplier/ selected bidder.
- 11.16. The Selected Bidder shall receive payments on back to back basis i.e., Wbfdcl will pay to be supplier only after receiving of payments from concerned Government Departments.
- 11.17. Wbfdcl shall deduct 5% from each invoice of the Selected Bidder towards Administrative Charges/ Fees/ Charges
- 11.18. The responsibility of the Successful Bidder includes transportation, loading, sorting, unloading and delivery to the headquarters of the respective Gram Panchayats or any other destination without damaging the plants.
- 11.19. Any transit losses will have to be borne by the Supplier.
- 11.20. The material to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage without any damage and as per the specification mentioned.
- 11.21. The supplied planting material which does not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.
- 11.22. Prior to certifying/ acknowledging the challans, the receipt authority shall satisfy themselves about the quantity and quality of the materials.
- 11.23. Any dispute arising out of non compliance of any terms & conditions sought to be resolved initially through negotiations failing which the same shall be referred to the arbitrator who shall be appointed by Wbfdcl in accordance and subject to the provision of the Arbitration and Conciliation Act 2015.
- 11.24. The place of Arbitration will be Kolkata and the language shall be English
- 11.25. The award of the Arbitrator shall be binding on both the parties.
- 11.26. All disputes and court cases are subject to the jurisdiction of the Calcutta High Court only.

Annexure – I Format of Undertaking

(on Company's Letter Head)

(The Applicant shall submit together with CHECK LIST & other documentary evidences)

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

TB Ref No:

Subject: "Application for Empanelment of Vendors for supply Saplings and Agri-inputs
for the (Name of the Division)

Dear Sir/Ma'am,

1. With reference to your TB reference no_____..dated _____, M/s_____ hereby submit the TB application for the subject project.
2. I/We certify that all information provided in the application is true and correct.
3. I/We understand that this TB is non-binding in nature.
4. I/We acknowledge that the right of the Corporation to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We understand that the Corporation reserves the right to modify, cancel, suspend or terminate any aspect of the TB process at any time, for any reason, without giving prior notice and the Corporation (including their officers, employees, consultants) will not be bound by this TB.
6. I/ We understand that this TB is non-binding in nature and the Corporation reserves the right to follow a competitive bidding process for selection of Vendor/s, subsequent to this TB.

Yours faithfully,
(Signature, name and designation of the Authorized signatory)

(Name and seal of the applicant)

Annexure II – Applicant’s Profile

Sl. No.	Particulars	Details
A	Profile	
1	Name of the Applicant / firm/Agency/ Vendor	
2	Status of Applicant (Company, Partnership, Prop., etc.)	
3	Year of Establishment & Details of Registration/Trade License/Company registration documents (attach Documentary Proof)	
4	Number of years’ experience in Supply of	
5	Address	
6	Telephone number	
7	Fax number	
8	Email Address	
9	Website address of the Company, if any	
10	Key person (s) with contact details a) Head Office / registered Office	
11	Authorized Official with Name, Designation, Contact Phone No/Mobile No / FAX No. etc. for the TB	
12	Trade License (in case of proprietorship firm/ partnership firm)/ Registered copy of the trust deed/ Society deed/ In case of Company – Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc. / In case of Partnership Firm, registered under the Partnership Act., 1932 –details of partners, details of their business and partnership deed etc. duly attested by Notary	
13	Necessary Licenses of both nursery & Agri-Inputs valid as on the last date of submission of bids	
14	Service Tax No. / GST No	
15	Provisional GSTIN (attach GST certificate)	
16	3 Years ITRs certificate from Chartered Account.	
17	Audited Balance Sheet for the last 3 years	
18	proper valid licenses of nursery and in case of Agri-Inputs the Applicants should have all necessary documents of trading/ manufacturing	
19	Client certificate towards Applicant credential	
20	Location of Nursery (With documentary evidence)	

** Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our TB is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Applicant’s Experience

Sl. No.	Details of the Completed Work (similar nature of the minimum cumulative value equivalent to Rs 1.6 crore during 5 (five) years prior to the date of issue of the TB)	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., email	Value of Goods	Whether reference Letter Enclosed (Y/N)	Details of the Nursery in West Bengal (With documentary evidence)
1	2	3	4	5	6	7

(*Enclose necessary documentary proof – PI mark necessary page No for each of the enclosures)

Annexure V: Format of Power of Attorney for Authorizing Signatory of the Applicants

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the "Corporation") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to Wbfdcl, representing us in all matters before Wbfdcl, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with Wbfdcl in all matters in connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----
(Signature)
(Name, Title and Address)



Witnesses:

- 1 1. [Notarized]
- 2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

-  *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
-  *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

Annexure VI: Format of Performance Bank Guarantee

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

TB Ref No:

Subject: "Application for Empanelment of Vendors for supply Saplings and Agri-inputs for the (Name of the Division/s)"

WHEREAS:

- (A) (the "**Name of the Empaneled Vendor**") and West Bengal Forest Development Corporation Limited (the "**Corporation**") have entered into a Supply Agreement dated (the "**Agreement**") whereby the Corporation has appointed the ("**Name of the Empaneled Vendor**") for supply of . supply Saplings and Agri-inputs for the (Name of the Division)
- (B) The Agreement requires the(name of Empaneled Vendors) to furnish a Performance Security to the Corporation for a sum of Rs. ***** cr. (Rupees ***** crore) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Empaneled Period (as defined in the Agreement).
- (C) We, through our Branch at (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Vendor's obligations during the(name of the Empaneled Period), under and in accordance with the Agreement, and agrees and undertakes to pay to the Corporation, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the(name of Empaneled Vendors), such sum or sums up to an aggregate sum of the Guarantee Amount as the Corporation shall claim, without the Corporation being

required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Corporation, under the hand of an Officer not below the rank of Managing Director to the Corporation, that the(name of Empaneled Vendors) has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Corporation shall be the sole judge as to whether the(name of Empaneled Vendors) is in default in due and faithful performance of its obligations during the Empaneled Period under the Agreement and its decision that the(name of Empaneled Vendors) is in default shall be final, and binding on the Bank, notwithstanding any differences between the Corporation and the(name of Empaneled Vendors), or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the(name of Empaneled Vendors) for any reason whatsoever.
3. In order to give effect to this Guarantee, the Corporation shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the(name of Empaneled Vendors) and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Corporation to proceed against the(name of Empaneled Vendors) before presenting to the Bank its demand under this Guarantee.
5. The Corporation shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the(name of Empaneled Vendors) contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Corporation against the(name of Empaneled Vendors), and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Corporation, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the(name of Empaneled Vendors) or any other forbearance, indulgence, act or omission on the part of the Corporation or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Corporation in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the(name of Empaneled Vendors) under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force and effect until the expiry of _____[...] months period from the date hereof and unless a demand or claim in writing is made by the Corporation on the Bank under this Guarantee, , all rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Corporation in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Corporation that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _____[...] from the date hereof or until it is released earlier by the Corporation pursuant to the provisions of the Agreement

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Appendix 1 – General Guidelines for E-Bidding

- 1.1. Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in) (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal
- 1.2. Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
- 1.3. The organization / agencies can search & download N.I.T. & Technical Bid (TB) Document(s) electronically from computer once they log on to the website.
- 1.4. Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5. The Bidder are advised to submit the Application well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Applicant
- 1.6. An Applicant desirous of taking part in RFP process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password. –

Appendix 2 – Draft Form of Agreement

This Agreement is made on this Day of Between
Divisional Manager, West Bengal Forest Development Corporation Limited, 'Aranya Bikash',
KB-19, Sector-III, Salt Lake City Kolkata-700106 as the 1st Party (hereinafter called the
Corporation), which include its successors

and

..... (Name of the Agency) the 2nd party (hereinafter called as Vendor), which
includes its Successors, for purchasing of different 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. The 1st Party would place necessary orders from time to time on the 2nd Party on the basis of estimate requirements / order received from different customers/authorities/indenting authority.
2. That the 2nd Party would offer their price for various saplings to the 1st Party from time to time.
3. The 2nd Party on receipt of the order will execute the indent and the supply would be made by the 2nd Party at the respective destinations stated by the 1st Party in its order. In case the saplings and inputs are rejected for any reason, what-so-ever. By the indenting authority, then the 2nd Party is liable to replace the entire quantity.
4. The 2nd Party would make necessary arrangement for inspection of saplings and 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.
5. That the 2nd Party would make necessary suitable packaging with standard good density polythene packet as per order of the indenting authority.
6. That the 2nd Party would make necessary delivery of the saplings at the locations and to authorities/ agencies as indicated by the 1st Party.
7. That the transportation and handling charges will be borne by the 2nd Party i.e. F.O.R. at the destination point to be specified by the indenting authority.
8. The 2nd Party, on execution of supply on written advice of the 1st Party would submit its bill in duplicate along with challans, signed by the indenting authority to the office of the 1st Party at WBFDCCL.
9. Where ever the 1st Party sells the saplings/inputs of the 2nd Party, the 1st Party would make necessary payment to the 2nd Party against their supply on receipt of payment

from the indenting authority i.e. payment to the 2nd Party to be made on back-to-back basis.

10. All payments made to the 2nd Party by the 1st Party shall be subject to deduction of 5% of the invoice value raised by the 2nd Party to the 1st Party towards its administrative charges/fee/charges. The 1st party after deducting 5% of the invoice value shall remit the balance 95% along with GST (if applicable) on 95% of the invoice value to the 2nd party.
11. 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).
12. The 2nd Party would replace the damaged quantity of the saplings & inputs, if those are rejected by the indenting authority.
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 for a period of two years from the date of execution of the Agreement.
15. If 1st Party and 2nd Party agree to continue the business with each other after successful completion of 2ND year of agreement, the agreement may be renewed and revalidated for a further period, if both parties mutually may agree.
16. The other responsibilities of the Second Party are as follows:
 - a. Transportation, loading, sorting, unloading and delivery to the headquarters of the respective Gram Panchayats or any other destination without damaging the plants. Any transit losses will have to be borne by the Supplier.
 - b. The material to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage without any damage and as per the specification mentioned.
 - c. The supplied planting material which do not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.
17. Any dispute arising out of non compliance of any terms & conditions sought to be resolved initially through negotiations failing which the same shall be referred to the arbitrator who shall be appointed by WBFDCCL in accordance and subject to the provision of the Arbitration and Conciliation Act 2015.
18. The place of Arbitration will be Kolkata and the language shall be English
19. The award of the Arbitrator shall be binding on both the parties.

20. All disputes and court cases are subject to the jurisdiction of the Calcutta High Court only.

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

IN WITNESSESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS BEFORE WITNESSESS.

For
Projects Wing, Wbfdcl
(2nd Party)

For Green
(1st Party)

Witnesses :

1.

2.

Witnesses :

1.

2.