

Tender

For

Setting up of Nursery in Banabitan Park, Salt Lake, Kolkata



TENDER No: 839/KFCD/Advt./2021-22

Date:14.08.2021

Issued by:

West Bengal Forest Development Corporation Limited (WBFDC)

Kolkata Forest Corporation Division, 'AranyaBikash',

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 Tender document (the "TENDER) or subsequently provided to interested parties (Agencys), 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 Agency on the terms and conditions set out in this TENDER 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 a TENDER. 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.

Sd/-

**Divisional Manager
Kolkata Forest Corporation Division**

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Tender

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 produce 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.
- 1.2 The Corporation has decided to set up 10 Nurseries inside Banabitan Park, Salt Lake, Kolkata (The Project). The details of the Nursery site are provided at Appendix 3.
- 1.3 Accordingly, the Corporation is taking out this Tender to identify suitable Firms who are interested in setting up Nurseries within Banabitan Park.

2. Banabitan Park

- 2.1 Banabitan/ Central Park situated in Salt Lake, Kolkata is a public urban park. The Park was created by Forest Department in 1991. The Park is spread over 70 acres including a lake in 15 acres, children park of 12 acres and parking area of 4 acres. The Park has several tree species like Mehogani, Sisoo, Shal, Chikrashi, Shegun, several bamboo species, climbers and shrubs. The fauna includes more than 125 species of birds, around 80 species of butterflies, more than 10 species of Mammals along with several reptilian and amphibian species.

Having all these natural attractions, the park is being used by several people with various perspective. During the morning hours, thousands of morning walkers come to the park and thousands of day visitors come to enjoy the serenity of nature as well. Students visit the place for their day excursions and families for relaxation.

For amusement of kids, there is a children's corner with a few rides, 4 pagodas, a few gazebos.

3. Selection of Agency/Firm

- 1.1 WBFDCCL proposes to develop nurseries at Banabitan for sale of ornamental, horticulture, floriculture and avenue saplings of seasonal/ perennial types for sales to general public and allocated an area of approx. 2 acres within the Banabitan Park. Altogether, WBFDCCL proposes to develop 10 nurseries within the stipulated area. The nurseries will be allocated to suitable agencies appointed through e-tender process.
- 1.2 Interested Firms/ Companies who are able to comply the requirements may submit the Tender duly filled in and supplemented with all relevant documents to WBFDCCL for

further processing as per laid Procedures. Tender not completed in any respect is liable to be rejected summarily.

1.3 Interested Agency can submit their Application only through electronic means, as per guidelines provided in Appendix 1.

1.4 The selection of the Agency will be finalized on the basis of scoring criteria as laid down in Clause 11.

4. Scope of Work of Selected Agency/Firm

2.1 To set up Nursery (for sale only) at the allocated place within Banabitan Park.

2.2 To earn revenue from the Project by selling plants to individual/ companies.

2.3 To share 25% of the total sale values from the enlisted Nursery.

5. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	14.08.2021
2.	Last date of Receipt of any query by the private partner in relation to tender documents	16.08.2021
3.	Pre Bid Meeting	17.08.2021
4.	Date of incorporation of amendments, if any	To be informed
5.	Application submission start date (On line)	14.08.2021
6.	Application Submission closing (On line)	03.09.2021 by 5:00pm
7.	Last date of submission of hard copies of Applications	03.09.2021 by 5:00pm
8	Application opening date (Online)	03.09.2021 by 5:00pm

Note: The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. WBFDCCL reserves the right to modify the said schedule of tender Process at any time during the tendering Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

6. Instruction to Agencies

6.1 An Agency is eligible for only 1 (one) nursery.

6.2 The Agency shall submit a Power of Attorney as per the format at Annexure V, authorizing the signatory of the Tender to commit the Agency.

6.3 Any condition or qualification or any other stipulation contained in the Tender shall render the Tender liable to rejection as a non-responsive Tender.

7. Eligibility Criteria

7.1 The Agency may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society. No consortium/ joint venture of any sort will be allowed.

7.2 The Agency must have a nursery in West Bengal of minimum area of 2 acres and the same has been operational for the past 2 Financial year preceding the Application Due Date.

7.3 Intending Agency should have prior experience of supplying of Plants and Seedling in Government Departments/ Agencies/ Undertakings in the last 3 years preceding the Application Due Date.

7.4 Must have a minimum annual turnover of Rs. 50 lacs in any 3 of the last 4 Financial Years preceding the Application Due Date.

8. Documents (Online Submission) to be submitted by Agency

8.1 Trade License

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

8.3 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.

8.4 GST Certificate

8.5 Audited Balance Sheet for the last 4 years.

8.6 Annexure I to V as per the format enclosed.

This Tender is non-binding in nature. A response to this Tender 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 expression of interest.

9. Document to be submitted offline (Hard Copy)

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

10. Tender Submission by the Agency

10.1 The Agency can submit its Tender 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,
Kolkata Forest Corporation Division,
'AranyaBikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106.
E-mail: kfcd@wbfdc.com**

10.2 The Hard Copy of the Document shall be submitted in sealed envelope and should be superscripted on envelop "Setting up of Nursery in Banabitan Park, Salt Lake, Kolkata".

11. Selection Procedure

11.1 In the first stage, the Application submitted by the Agency online will be opened and evaluated to determine whether Agency is meeting the requisite Eligibility Criteria as set out in Clause 7. Agencies meeting the requisite Eligibility Criteria will further be evaluated on the basis of the marking system as given below:

S N	Particulars	Max Marks	Remarks
1	No of Experience in running of a Nursery	25	2-5 years: 15 marks More than 5 to upto 10 years: 25 marks More than 10 years: 30 marks
2	Experience of supply plant and seedlings to Government Department/ Agencies/ Undertakings	35	Highest order value to get maximum marks, others on percentile basis
3	Turnover	20	50 lac to Rs 1 cr: 10 marks More than Rs 1 cr to uptoRs 1.5 cr: 15 marks More than Rs 1.5 cr20 marks
4	Presentation in front of the Committee	20	

Note: The top 10Agencies (Agencies with highest marks) shall be selected as Successful Agency and will be provided 1 location within Banabitan Park to set up Nursery.

11.2 The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of

any Agency. Decision of the Evaluation Committee would be final and binding upon the Agencies.

11.3 The Applicant will be called to make detailed presentation in front of the evaluation committee on a suitable date as informed by Wbfdcl

11.4 Decision of Wbfdcl in respect of evaluation methodology and short listing of Agencies will be final.

12. Notification of Selection

12.1 Wbfdcl shall notify the successful Agency/s in the notice board of Wbfdcl, in its official website, writing by registered letter or by email, that its Tender has been accepted.

12.2 The Agency shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.

12.3 Failure to accept Application by this, may lead to termination of the Tender and forfeiture of the Earnest Money Deposit.

13. Earnest Money Deposit/ Application Security

- 13.1 The Agency shall furnish, as part of its Application, a Application Security equivalent to Rs. 10,000/- (Rupees Ten Thousand only).
- 13.2 EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 13.3 The EMD of the selected Agency will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 13.4 The EMD of the selected Agency may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.

14. Clarifications

- 14.1 A Pre-Bid meeting shall take place on date and time as mentioned in clause 5. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 10.1.
- 14.2 Wbfdcl shall endeavor to respond to the questions raised or clarifications sought by the Agencies. However, Wbfdcl reserves the right to not respond to any question or provide any clarification, in its sole discretion.
- 14.3 Wbfdcl may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Agencies. All clarifications and interpretations issued by Wbfdcl shall be deemed to be part of the Tender.

15. Amendment of TENDER

- 15.1 At any time prior to the Application Due Date, Wbfdcl may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the TENDER by the issuance of Addenda.
- 15.2 In order to afford the Agencies a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Application Due Date.

16. Language

- 16.1 The Tender and all related correspondence and documents in relation to the TENDER Process shall be in English language. Supporting documents and printed literature furnished by the Agency with the Tender may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be

considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

17. Tender Validity

- 17.1 Tender submitted by the Agencies shall remain valid for a period of 120 days (one hundred twenty days) after the Application/ Tender Due Date.
- 17.2 Prior to expiry of the Application Validity Period, the Corporation may request the Agencies to extend the Application Validity Period for a specified additional period.

18. Terms & Conditions

- 18.1 The undersigned reserves the right to withdraw or include any item without assigning any reason thereof.
- 18.2 The undersigned reserves the right to reject the Tender of any Agency who is a defaulter to the WBFDC Ltd. & the Forest Directorate, W B in respect of payment of dues.
- 18.3 The Selection would be for a period of one year which can be extend by another one year subject to satisfactory services and yearly review.
- 18.4 If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for Tender or any tender is false or irregular while applying for the tenders WBFDC shall reserve the right to remove such vendors from the empaneled list without giving any notice to the vendors in advance.
- 18.5 The Corporation reserves the right to increase/ alter the number of nursery in the Banabitan Park
- 18.6 The evaluation of the Tenders shall be carried out by the committee constituted for the purpose.
- 18.7 Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the Tender 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.
- 18.8 Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBFDC
- 18.9 The Corporation shall enter into an Agreement with the Successful Agency
- 18.10 The successful Applicant will have to submit a Bank Guarantee of an amount of Rs2 lacs by way of Demand Draft/ Bank Guarantee as Security on or before signing of Agreement with the Corporation. The security shall be released within 30 days of the contract period. The Bank Guarantee to be furnished by the Empaneled Vendor in the format as provided in Annexure VI.

Sd/-

**Divisional Manager
Kolkata Forest Corporation Division**

Annexure – I Format of Undertaking

(on Company's Letter Head)

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

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

Dear Sir/ Madam,

TENDER Ref No:

Subject: "Tender for Setting up of Nursery in Banabitan Park, Salt Lake, Kolkata

Dear Sir/ Madam,

1. With reference to your tender reference no _____ dated _____, M/s _____ hereby submit the tender for the subject project
2. I/We certify that all information provided in the Tender is true and correct.
3. I/We understand that this tender is non-binding in nature.
4. I/We acknowledge that the right of the Corporation to reject our Tender 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 tender 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 tender.
6. I/ We understand that this tender is non-binding in nature and the Corporation reserves the right to follow a competitive Applicationding process for selection of Vendor/s, subsequent to this tender.

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

(Name and seal of the Agency)

Annexure II – Agency’s Profile

1. (a) Name:
(b) Registration Details of the Agency (**Enclose certification of Company /Trust deed/Society deed**):
(c) Country of incorporation:
(d) Address of the corporate headquarters and its branch office(s), if any, in India:
(e) Date of incorporation and/ or commencement of business:
(f) GST No
- 2 Brief description of the Agency including details of its main lines of business:
- 3 Details of individual(s) who will serve as the point of contact/ communication for Wbfdcl:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone / Mobile Number(s):
 - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Agency:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone /Mobile Number:
 - (e) E-mail Address:

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 tender is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Agency’s Experience (Technical Capacity of the Agency)

Sl. No.	Details of the Work of Supplying Plant and Seedling to Government Department during 5 (five) years prior to the date of issue of the Tender)	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 IV– Financial Capacity of the Agency

FY	Turnover (in Rs)
2019-20	
2018-19	
2017-18	
2016-17	

Agency to attach auditor certificate along with audited balance sheet.

Annexure V: Format of Power Of Attorney for Authorizing Signatory of the Agency

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, Applications and other documents and writings, participate in Pre-Application and other conferences and providing information/ responses to WBFDCCL, representing us in all matters before WBFDCCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with WBFDCCL 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 Agency 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 Agency.*

Annexure VI: Format of Performance Bank Guarantee

To,

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

Dear Sir/ Madam,

TB Ref No:

Subject: "**Tender** for Setting up of Nursery in Banabitan Park, Salt Lake, Kolkata

WHEREAS:

- A (the "Name of the Tenderer") and West Bengal Forest Development Corporation Limited (the "Corporation") have entered into an Agreement dated (the "Agreement") whereby the Corporation has appointed the ("Name of the Tenderer") for Setting up of Nursery in Banabitan Park, Salt Lake, Kolkata
- B The Agreement requires the(name of Tenderer) to furnish a Performance Security to the Corporation for a sum of Rs. *****r. (Rupees *****) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the contract 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 contract 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 Tenderer), 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 Tenderer) 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 Tenderer) is in default in due and faithful performance of its obligations during the contract Period under the Agreement and its decision that the(name of Tenderer) is in default shall be

final, and binding on the Bank, notwithstanding any differences between the Corporation and the(name of Tenderer), 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 Tenderer) 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 Tenderer) 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 Tenderer) 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 Tenderer) 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 Tenderer), 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 Tenderer) 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 Tenderer) 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.
- 8 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.
- 9 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.
- 10 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-Applicationding

- 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 Tender 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 Application (TENDER) Document(s) electronically from computer once they log on to the website.
- 1.4 Tenders 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 Agency are advised to submit the Tender well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the Applications or submission of incomplete Application on account of any technical glitches or any problems in connectivity services used by the Agency
- 1.6 An Agency desirous of taking part in TENDER process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- 1.7 He will select the TENDER and initiate payment of pre-defined EMD by selecting from either of the following payments mode:-
 - 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.
- 1.8 Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:
 - I) On selection of net banking as the pay as the payment mode, the Agency 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) Agency will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Agency will receive a confirmation message regarding success/failure of the transaction.
 - III) If the transaction is successful ,the amount paid by the Agency will get credited in the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Tender Fees.
 - IV) If the transaction is failure, the Agency will again try for payment by going back to the first step.
- 1.9 Payment through RTGS/NEFT:
 - 1 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.
 - 2 The Agency will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
 - 3 Once payment is made, the Agency 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 Applicationding process.
 - 4 If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc

maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Tender Fees.

- 5 Hereafter, the Agency will go to e-procurement portal for submission of his Application.
- 6 But if the payment verification is unsuccessful, the amount will be returned to the Agency's account.

Appendix 2 – Draft Form of Agreement

This Agreement is made on this Day of Between
Divisional Manager, West Bengal Forest Development Corporation Limited, 'AranyaBikash',
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 The term of the Agreement will be for a period of **one year which can be extend by another one year** subject to satisfactory services and yearly review.
2. If the services provided by the 2nd Party is found to be unsatisfactory by the 1st party, the 1st Party shall be legible to terminate the contract by giving a notice of 2 months without incurring any liability to the 2nd Party.
3. The term of the Agreement will be for 2 years from the date of Sighing of this Agreement unless terminated by the 1st Party for any reason
4. The 2nd Party would set up nursery for sale of saplings/ seeds at the site provided at Banabitan by the 1stParty.
5. That the 2nd Party would set up the Nursery within 30 days of handing over of the site by the 1st Party.
6. The 1st party can terminate the contract if the performance of the 2nd party was found not satisfactory by giving a notice of 2 months
7. That the 2nd Party shall only be allowed to use the Site for setting up of the Nursery and sale of Plant/ Seedling and related product from the Nursery.
8. All billing will be done in the name of 1st Party.
9. Out of the total payment received against each of 10 nurseries, the 1st Party shall retain 25% and the balance will be disbursed to the 2nd party once in every 15 days
10. That the 1st Party shall make a surprise check at any point of time. In case of any misreporting of sales or any material breach by the 2nd Party, the 1st Party will immediately terminate the contract.
11. That the 1st Party shall terminate the contract if the 2nd Party is using the site for any other purpose than the intended use of for any unlawful activities

12. That the 2nd Party shall conduct its business in such a way which will not offend the visitors of the Park. Any complaint received by the 1st Party will be immediately resolved by the 2nd Party, failing which the 1st Party shall be legible to terminate the contract.
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. 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.
15. The place of Arbitration will be Kolkata and the language shall be English
16. The award of the Arbitrator shall be binding on both the parties.
17. All disputes and court cases are subject to the jurisdiction of the Calcutta High Court only.
18. 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(2nd Party)

For Wbfdcl (1st Party)

Witnesses :

Witnesses :

1.

1.

2.

2.

Appendix 3: Site Details