

**Request for Proposal (RFP)**  
**For**  
**Selection of Agency for Purchase of Mahua Flower from Wbfdcl**



**RFP NO: 205/29-23/2021-22**

Date: 10/02/2022

**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](mailto:kfcd@wbfdc.com)**

## **DISCLAIMER**

1. The information contained in this Request for Proposal document (the “RFP) or subsequently provided to interested parties (Applicants/ Bidders), 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 Bidders on the terms and conditions set out in this RFP 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 their Proposal. 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

**Divisional Manager**  
**Kolkata Forest Corporation Division**

**Table of Content**

1.	BACKGROUND.....	1
2.	SELECTION OF AGENCY .....	2
3.	CALENDAR OF EVENTS.....	3
4.	INSTRUCTION TO BIDDERS.....	3
5.	ELIGIBILITY CRITERIA .....	4
6.	CLARIFICATIONS.....	5
7.	AMENDMENT OF RFP.....	5
8.	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS.....	5
9.	LANGUAGE .....	5
10.	UPLOADING OF THE BID .....	6
11.	ORIGINAL DOCUMENTS TO BE SUBMITTED BY THE BIDDER:.....	6
12.	THE QUERIES AND ORIGINAL DOCUMENT MUST BE SUBMITTED TO THE FOLLOWING ADDRESS: .....	6
13.	FINANCIAL PROPOSAL/ BID VARIABLE/ PRICE BID.....	7
14.	BID VALIDITY .....	7
15.	BID SECURITY.....	7
16.	OPENING OF BID .....	8
17.	EXAMINATION AND OF TECHNICAL BIDS .....	9
18.	EVALUATION PROCESS .....	9
19.	EVALUATION AND COMPARISON OF FINANCIAL BIDS .....	9
20.	CORRECTION OF ERRORS.....	9
21.	AWARD CRITERIA .....	9
22.	CORPORATION'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS.....	10
23.	Wbfdcl's RIGHT TO VARY SCOPE OF WORK AT THE TIME OF AWARD: .....	10
24.	TERMS & CONDITIONS .....	11
25.	SIGNING OF AGREEMENT .....	12
26.	FAILURE TO ABIDE BY THE AGREEMENT.....	13
27.	FRAUD AND CORRUPT PRACTICES.....	13
	ANNEXURE – I FORMAT OF UNDERTAKING .....	14
	ANNEXURE II – BIDDER'S PROFILE .....	17
	ANNEXURE III– BIDDER'S EXPERIENCE (TECHNICAL CAPACITY OF THE BIDDER).....	18
	ANNEXURE IV– BIDDER'S EXPERIENCE (FINANCIAL CAPACITY OF THE BIDDER).....	19

<b>ANNEXURE V: FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING SIGNATORY OF THE BIDDER .....</b>	<b>20</b>
<b>ANNEXURE VI: STATEMENT OF LEGAL CAPACITY .....</b>	<b>21</b>
<b>ANNEXURE VII: FORMAT OF BOQ FOR FINANCIAL BID .....</b>	<b>22</b>
<b>APPENDIX 1 – GENERAL GUIDELINES FOR E-BIDDING .....</b>	<b>23</b>
<b>APPENDIX 2- FORMAT OF PERFORMANCE BANK GUARANTEE.....</b>	<b>25</b>

## Request for Proposal

### 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 and to uplift social economic status of Joint Forest Management Committees (JFMCs).
- 1.2. The state has a forest area of 11,879 square kilometers (approx. 13.38% of its entire geographical area). These are classified as Reserve Forest (RF), Protected Forest (PF) and Unclassed State Forest (USF).
- 1.3. The forest of West Bengal has large number of Plants that has got high medicinal and commercial value.
- 1.4. One such product has been identified as Mahua Flower. Mahua Trees are grown extensively in the forest of West Bengal, mostly in the South Bengal Forest Range mostly in West Midnapore, Bankura and Purulia District.
- 1.5. The Mahua flower is an important non-timber forest product (NTFP) in southern West Bengal playing a major role in the tribal economy. It has a crucial role in the livelihoods, food security and culture of the forest-dependent communities, especially among the tribal population. Every part of the tree including timber, seed, fruit and flower has economic value. Mahua flower is a rich source of sugar and protein. It is sweet in taste. Dry mahua flower is used in the preparation of sugar syrup which is further used as a sweetening agent in various food items. Jam, jelly, squash and pickle is prepared from the pulp of the flower and also from the pulp of the unripe but fully grown fruits. Mahua Flower is also used in the bakery and confectionery items such as candy, biscuits, cake. Mention was also made of very popular mahua laddus made from powder of dried mahua flower mixed with some white sesame and fennel seeds and fried in ghee for 2-3 minutes then manually small balls are prepared. Apart from this the most important industrial use of mahua is the preparation of mahua wine from the fresh flowers. Products like alcohol, ethanol, brandy, acetone, lactic acid and other fermented product have been prepared from the dry mahua flowers.
- 1.6. To help the poor traditional Mahua Flower collectors, The West Bengal Forest Development Corporation Limited (WBFDCCL) has decided to procure the processed Mahua Flower from the JFMC Members and sell it through Purchase Agreement to the Bulk Purchaser to be selected through this tender process.
- 1.7. The quality and quantity of Mahua Flower, which the Corporation wants to offer from its respective divisions are as follows:

District	Quantity (MT) - Dry	Specification
Bankura	64.0	In dry form.
Jhargram	2.5	Ovary portion of the flower.
Purulia	30.0	

<b>District</b>	<b>Quantity (MT) - Dry</b>	<b>Specification</b>
Medinipur	2.0	Shed dried.
Paschim Medinipur	1.5	Packed in 20 kg stitched HDPE/ Plastic bag.
<b>TOTAL</b>	<b>100.00 approx</b>	

- 1.8. Wbfdcl has now decided to sell Mahua Flower collected from the JFMC Members in processed forms in bulk quantity and has decided to select firm/ companies/ stockists/ distributors/ bulk buyers for the same through an open and competitive bidding process.

## **2. Selection of Agency**

- 2.1. Wbfdcl has decided to carry out a two-part bidding process, comprising of namely, Technical Bid and Price Bids (collectively referred to as the” **Bidding Process**”) from interested Agencies/ Bidders for selection of an Agency to whom the Project will be awarded. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 2.2. This RFP contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- 2.3. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date (“Bid Validity Period”).
- 2.4. Interested Firms/ Companies who are able to comply the requirements may submit the tender duly filled in and supplemented with all relevant documents to Wbfdcl for further processing as per laid procedures. Tender not completed in any respect are liable to be rejected summarily.
- 2.5. Interested Bidder can submit their application only through electronic means, as per guidelines provided in Appendix 1.
- 2.6. The Project shall be awarded to the Bidder who submit the best financial bid (as defined in clause 19 of this document). The other Bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder (who has submitted the best financial offer) in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the Bidders match the bid of the Preferred Bidder, Wbfdcl may, in its sole discretion, invite fresh bids from all Bidders or annul the Bidding Process, as the case may be.
- 2.7. Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) [as BOQ] before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus free scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 2.8. The bidders are advised to submit the bids well in advance of the deadline. Wbfdcl 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 bidder.
- 2.9. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.

### 3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	12/02/2022 at 10.00 AM
2.	Pre-bid meeting	18/02/2022 at 02.00 PM
3.	Uploading corrigendum/ addendum after pre-bid meeting	21/02/2022 at 02.00 PM
4.	Bid submission start date (On line)	22/02/2022 at 10.00 AM
5.	Bid Submission closing (On line)	08/03/2022 at 05.00 PM
6.	Last date of submission of hard copies of Technical Bids	08/03/2022 at 05.00 PM
7.	Bid opening date for Technical Proposals (Online)	10/03/2022 at 05.00 PM
8.	Opening of the Financial Proposal (Online)	To be informed

**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 Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

### 4. Instruction to Bidders

- 4.1. The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure V, authorizing the signatory of the Bid to commit the Bidder.
- 4.2. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm and irrevocable.
- 4.3. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.4. Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 4.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 4.6. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it) , as the case may be, as mutually agreed genuine pre-estimated loss and damage

likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## 5. Eligibility Criteria

- 5.1. The Bidder submitting the response in response to this RFP shall hereinafter be referred to as Applicant/ Bidder. Only those Applicants who fulfill the following credentials should respond to this invitation:
- 5.2. The Applicant may be Proprietor/Partnership/ Society/ Trust/ Company formed under the Companies Act 1956/ 2013. Consortium/ Joint Venture of maximum of two firms will be allowed.
- 5.3. The Applicant must be in the business/trade of Pharma/ Liquor/ Packaged food/ Medicinal & Aromatic Plant either as producer or manufacturer/ whole-seller/ retailer/ distributor/ dealer/ trader having valid statutory licenses to carry out such business/es.
- 5.4. The Applicant should have annual turnover of Rs. 4 lakhs in any of the 3 years in the last 4 financial years preceding the last date of submission of EOI (Application).



## **6. Clarifications**

- 6.1. WBFDCCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, WBFDCCL reserves the right to not respond to any question or provide any clarification, in its sole discretion.
- 6.2. WBFDCCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by WBFDCCL shall be deemed to be part of the RFP.

## **7. Amendment of RFP**

- 7.1. At any time prior to the Bid Due Date, WBFDCCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 7.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

## **8. Right to accept and to reject any or all Bids**

- 8.1. Notwithstanding anything contained in this RFP, WBFDCCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 8.2. The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:
  - (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Corporation for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Corporation reserves the right to:
    - (i) Invite the remaining Bidders to submit Bids; or
    - (ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

## **9. Language**

- 9.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid 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 Bid, the English language translation shall prevail.

## 10. Uploading of the Bid

10.1. The bids shall be uploaded in two folders which comprise the following documents:

A. **Folder-I (Bid A) Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified in respect thereto

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Details of the Bidder in the form and manner as described in Annexure II
- iii) Technical Capacity of the Bidder in the form and manner as described in Annexure III.
- iv) Financial Capacity of the Bidder in the form and manner as described in Annexure IV.
- v) Power of Attorney authorizing the signatory of bid to commit the Bidder and in the format as specified in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Scan copy of the receipt of online payment of EMD/ Security Deposit
- viii) Trade License (in case of proprietorship firm/ partnership firm)
- ix) In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- x) 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
- xi) GST Certificate

B. **Folder-II (Bid B):** Financial/Price Bid: The Bidder shall directly submit financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate.

## 11. Original documents to be submitted by the Bidder:

11.1. The Bidder shall be required to submit the following documents in Original in sealed envelope on the date and time as specified in Clause 3 to the address as mentioned in clause 12:

- a) Power of Attorney authorizing the signatory of bid to commit the Bidder and in the format as specified in Annexure V

**The sealed envelope carrying the Original Document shall bear the name of the Bidder and super scribe as “RFP for Selection of Agency for Purchase of Mahua Flower from Wbfdcl”.**

## 12. The queries and original document must be submitted to the following address:

The Divisional Manager,  
Kolkata Forest Corporation Division,  
'Aranya Bikash',

KB-19, Sector-III, Salt Lake City,  
Kolkata-700106  
E-mail: [kfcd@wbfdcl.com](mailto:kfcd@wbfdcl.com)

### **13. Financial Proposal/ Bid Variable/ Price Bid**

- 13.1. The Bidder shall submit its financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format. Draft of the BOQ format is enclosed as Annexure VII.
- 13.2. Bidder quoting the highest price per MT subject to minimum reserve price shall be selected as Successful Bidder or Selected Agency.
- 13.3. The minimum reserve price for processed Mahua Flower (Dry) is Rs 37,500/ MT (Rupees Thirty Seven Thousand Five Hundred only per Metric Tonne)
- 13.4. The Bidder have to clearly mention the minimum quantity it is going to purchase from WBFDC. The Minimum Bid Quantity shall not be less than 20 MT/ annum.
- 13.5. The Price Bid shall be exclusive of all taxes and duties.

### **14. Bid Validity**

- 14.1. Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the “**Bid Validity Period**”). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Corporation as non-responsive.
- 14.2. Prior to expiry of the Bid Validity Period, the Corporation may request the Bidders to extend the Bid Validity Period for a specified additional period.

### **15. Bid Security**

- 15.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to Rs. 10,000/- (Rupees ten thousand only (exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence)).
- 15.2. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 15.3. The EMD of the selected Bidder 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.
- 15.4. The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.
- 15.5. The Bid Security of unsuccessful Bidders, except the Bidder (L2) next to the Successful Bidder (L1) will be returned promptly without any interest, but not later than 60 days from the Bid Due Date. The Bid Security of L2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the successful bidder. The EMD

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.

- 15.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/or under the Contract Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
  - b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;
  - c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
  - d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 20 hereof;
  - f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
    - a. To sign and return the duplicate copy of LOI;
    - b. Sign the Contract Agreement;
  - g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

## **16. Opening of Bid**

- 16.1. Wbfdcl opens the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid in line with Clause 19
- 16.2. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.
- 16.3. The Financial Bids of only the Eligible Bidders i.e., technically qualified based on the criteria will be considered for evaluation on the intimated date. The Financial Bids will

be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

## **17. Examination and of Technical Bids**

17.1.WBFDCL will determine responsiveness of the Technical & Financial Bid

17.2.A substantially technical bid is one which conforms to all the terms & conditions of the bid and the bidder has submitted all the relevant papers as per the requirements of this RFP.

17.3.If the Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by WBFDCL and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **18. Evaluation Process**

18.1.Only those Bidders whose Bids are found responsive in terms hereof and meets the eligibility criteria specified in Clause 5 above shall qualify for opening of their Financial Bid. Bidders whose bid does not meet the aforesaid qualification criteria shall be rejected.

18.2.All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

## **19. Evaluation and Comparison of Financial Bids**

19.1.WBFDCL will evaluate and compare only those Financial Bids which are determined to be substantially responsive.

19.2.In evaluating the Financial Bids, WBFDCL will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors.

19.3.Financial Proposal of the bidders qualifying in the evaluation of technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

## **20. Correction of Errors**

20.1.Financial Bids determined to be substantially responsive will be checked by WBFDCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- (a) Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy.
- (b) The number stated in the Financial Bid will be adjusted by WBFDCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

## **21. Award Criteria**

21.1.Subject to Clause 19, WBFDCL will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price (Bidder quoting the least price), provided that such

Bidder has been determined to be eligible in accordance with the provisions of Clause 5.

21.2. In the event that two or more Bidders score the same marks pursuant to evaluation in terms herein (the "Tie Bidders"), the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

21.3. In the event that the Lowest quote Bidder (hereinafter called as "L1") withdraws or is not selected for any reason in the first instance, the Corporation may invite 2<sup>nd</sup> Lowest quote Bidder (L2) to match the Price Bid of L1 and bid security of L1 shall be liable to be forfeited. However, in case L2 does not accept the offer, its bid security is not liable to be forfeited. But it is at the discretion of the Corporation to declared L2 as selected bidder for the same bid price as quoted by L2. Even if L2 does not accept the offer and/or fails to comply with the terms of the LOI, its Bid Security shall be liable to be forfeited. If no bidder is selected in first round of bidding, Corporation may invite from all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the bidders to match the Bid of L1 (only financial bid in the "Second Round of bidding") If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

21.4. In the event that no Bidder offers to match the lowest Bidder in the second round of bidding, the Corporation may, in its discretion, invite fresh Financial Bids (the "third round of bidding") from all Bidders except the lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids.

## **22. Corporation's Right to Accept any Bid and Reject any or all Bids**

22.1. Notwithstanding anything contained in Clause 21 above, Wbfdcl reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Wbfdcl's action.

## **23. Wbfdcl's right to vary Scope of Work at the time of Award:**

23.1. Wbfdcl may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

23.2. Wbfdcl reserves the right to vary the quantity.

23.3. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be

amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of Wbfdcl's order for change.

## **24. Terms & Conditions**

- 24.1. Wbfdcl reserves the right to withdraw or include any item without assigning any reason thereof.
- 24.2. Wbfdcl 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.
- 24.3. 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)
- 24.4. The evaluation of the applications for Shortlisting shall be carried out by the committee constituted for the purpose.
- 24.5. 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.
- 24.6. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Wbfdcl
- 24.7. The Successful Bidder shall have to submit a Performance Guarantee of an amount equal to 50% of the Annual Bid Value (50% of the Minimum Quantity (in MT) to be lifted in a year x amount per MT quoted by the Bidder) by way of Bank Guarantee payable in favor of Wbfdcl at the time of signing of Contract Agreement with Wbfdcl. The Performance Guarantee shall remain valid till the contract period and will be refunded only after contract period.
- 24.8. Selected Bidder shall have to enter into a suitable agreement with Wbfdcl. The Agreement for Lifting will be for a period of 1 years and contract may be extended up to 2 more years on consideration of satisfactory performance. Selected Bidder have to give an undertaking that it will be lifting the minimum quantity as provided in its Financial Bid, failure to do so will lead to termination of the Agreement and forfeiture of the Security Deposit.
- 24.9. Upon signing of the Agreement with the Selected Agency, Wbfdcl shall issue order for lifting of Flower to Selected Agency once the flower is shed dried. Each order of lifting will be in lot size of 3-5 MT. Upon receipt of lifting order, the Selected Agency shall remit the entire amount against the lifting order by way of demand draft in favor of Wbfdcl within 5 days from the date of receipt of lifting order. No material will be released unless the full value of the quantity purchased is paid along with all taxes. In case of failure of payment within 5 days of issuance of lifting order by Wbfdcl, Wbfdcl shall be eligible to forfeit the performance guarantee of the Bidder and cancel the lifting order issued to the selected Bidder. Wbfdcl shall not take any responsibility of the quality of flower due to delay of more than 5 days in lifting of the same by the Selected Agency.

- 24.10. If the purchaser fails to remove the produce within 5 days after the date of receipt of lifting order demurrage @ Rs.1.00 (One rupees) per Kg per day. Failure to lift the produce even after 10 days of lifting order, Wbfdcl may at its discretion cancel the contract of the Selected Agency and Wbfdcl will have the full right to dispose the produce in such a way as it deems fit. In such case the Selected Agency will have no claim on the revenue thus obtained. Further, Wbfdcl shall also be eligible to encash the Performance Guarantee submitted by the Selected Agency.
- 24.11. Lifting of the Flower shall be done from the respective division of the Wbfdcl
- 24.12. The handling charges for weighment along with loading and transportation of the flower from the said site shall be at the cost of the Selected Agency
- 24.13. The flower to be supplied by Wbfdcl shall be in 20 kg stitched bag of HDPE/ Plastic.
- 24.14. The selected agency shall be responsible for checking the quality of the flower before lifting of the same and Wbfdcl shall not take any responsibility once the flower is lifted from its premises.
- 24.15. The respective division of the Wbfdcl shall provide storage space for keeping the flower for a maximum period of 10 days to enable the Bidder to lift the flower.
- 24.16. The Selected Bidder has to market the product in its own name/ brand and they cannot use the Wbfdcl brand for the same

## **25. Pre Bid Meeting**

A Pre-Bid meeting shall take place on date and time as mentioned in clause 3. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 12.

## **26. Signing of Agreement**

- 26.1. Prior to signing of the Agreement, Wbfdcl shall promptly request the Selected Bidder to provide Performance Guarantee.
- 26.2. The Selected Bidder at his own expense shall deposit with Wbfdcl an unconditional and irrevocable Performance Bank Guarantee (PBG)/ Demand Draft from a Scheduled Bank acceptable to Wbfdcl payable on demand, for the due performance



and fulfillment of the Agreement by the Bidder. The format of Bank Guarantee is enclosed at Appendix 2.

26.3. On receipt of the Performance Guarantee, the Bid security of the successful Bidders will be released.

26.4. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

## **27. Failure to abide by the Agreement**

27.1. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event WBFDCCL may forfeit the EMD/ Performance Bank Guarantee.

## **28. Fraud and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.
- b) if a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**Divisional Manager**  
**Kolkata Forest Corporation Division**

## **Annexure – I Format of Undertaking**

(on Company's Letter Head)

(The Bidder 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](mailto:kfcd@wbfdc.com)**

**Dear Sir/ Madam,**

RFP Ref No:

**Subject: "RFP for Selection of Agency for Purchase of Mahua Flower from WBFDCCL"**

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the requirements of the tender and information provided, the undersigned hereby expresses its interest and apply for the tender for undertaking the subject project

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_ [...] (*name of the Bidder-*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by WBFDCCL (hereinafter referred as the "**Corporation**") and in any subsequent communication sent by Corporation.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Corporation)

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Corporation; and
  - b. I/ We do not have any conflict of interest in accordance with the RFP; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the RFP that has been provided to me prior to

the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
16. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected
17. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
18. I agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Thanking You,

Yours Sincerely,

**For and on behalf of** : (name of the Bidder and the Company Seal)

**Signature** : (Authorised Representative & Signatory)

**Name of the Person** :

**Designation** :

## Annexure II – Bidder's Profile

1.
  - (a) Name:
  - (b) Registration Details of the Bidder (**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 Bidder 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:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone /Mobile Number:
  - (e) Fax Number:

\*\* 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 RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal

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

Sl. No.	Area of Business	Indicate whether producer or manufacturer/ seller/ distributor/ Trader	License/s to carry out business
1	2	3	4

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

**Annexure IV– Bidder’s Experience (Financial Capacity of the Bidder)**

<b>Financial Year</b>	<b>Amount (In Rs)</b>
2020-21	
2019-20	
2018-19	
2017-18	

(\*Bidder to provide copy of audited financials along with certificate from its Auditor confirming the Turnover)

**Annexure V: Format of Power of Attorney for Authorizing Signatory of the Bidder**

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 Bidder 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 Bidder.*



**Annexure VI: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

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

Dear Sir/ Madam,

RFP Ref No:

**Subject: "RFP for Selection of Agency for Purchase of Mahua Flower from Wbfdcl".**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

**Annexure VII: Format of BOQ for Financial Bid**

**To,**  
**The Divisional Manager,**  
**Kolkata Forest Corporation Division,**  
**‘Aranya Bikash’,**  
**KB-19, Sector-III, Salt Lake City,**  
**Kolkata-700106**  
**E-mail: [kfcd@wbfdc.com](mailto:kfcd@wbfdc.com)**

RFP Ref No:

**Subject: “RFP for Selection of Agency for Purchase of Mahua Flower from Wbfdcl”.**

Dear Sir,

As a part of the Bid for the subject matter, we offer our Price Bid to Wbfdcl, as follows:

<b>Particulars</b>	<b>Minimum Quantity for Bid</b>	<b>Minimum Reserve Price per MT</b>	<b>Minimum Quantity to be Purchased by the Bidder (in MT)</b>	<b>Bidder Quote (Per MT) in Rs</b>
Mahua Flower	20 MT	37,500.00		

We understand that total quantity available is 650 MT and the minimum to be quoted is 20 MT (please refer to Clause 1.7 and 13.4.

We will abide by all the terms & conditions of the RFP and the Price quoted by is firm and we will not ask for any upward revision of the same while undertaking the project as per the Scope of Work and the Terms & Conditions of this RFP document

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

## **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. & Request for Proposal (RFP) 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 Bidder
- 1.6. An Bidder 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.
- 1.7. He will select the RFP 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 Bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
  - II. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
  - III. If the transaction is successful ,the amount paid by the Bidder 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 Application Fees.

- IV. If the transaction is failure, the Bidder 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 Bidder 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 Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
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 Application Fees.
5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the Bidder's account.

## Appendix 2- 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](mailto:kfcd@wbfdc.com)

Dear Sir/ Madam,

Tender Ref No:

**Subject: "RFP for Selection of Agency for Purchase of Mahua Flower from Wbfdcl**

.

### WHEREAS:

- (A) ..... (the "**Name of the Agency**") and West Bengal Forest Development Corporation Limited (the "**Corporation**") have entered into a Agreement dated ..... (the "**Agreement**") whereby the Corporation has appointed the ..... ("**Name of the Agency**") for Selection of Agency for Purchase of Mahua Flower from Wbfdcl
- (B) The Agreement requires the .....(name of the Agency) to furnish a Performance Security to the Corporation for a sum of Rs. \*\*\*\*\* . (Rupees \*\*\*\*\* ) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the 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 Agency's obligations during the .....(name of the 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 the Agency), 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 the Agency) 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 the Agency) is in default in due and faithful performance of its obligations during the Period under the Agreement and its decision that the .....(name of the Agency) is in default shall be final, and binding on the Bank, notwithstanding any differences between the Corporation and the .....(name of the Agency), 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 the Agency) 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 the Agency) 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 the Agency) 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 the Agency) 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 the Agency), 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 the Agency) 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 the Agency) 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.
- (ii) 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