

**WEST BENGAL STATE SEED CORPORATION LIMITED**

(A Govt. of West Bengal Company)

Registered Office: 6, Ganesh Chandra Avenue, Kol-13

Memo No. 1193 / WBSSCL**Date: 18 /12/2020****NOTICE INVITING e-TENDER****Tender Reference No : WBSSCL/MD/KOL/NIT- 39/2020-21****Sub: -Rate contract / empanelment of suppliers of Integrated Pest Management (IPM) Kit.**

Notice inviting e-Tender No. 39 dated 18.12.2020 from the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, for **procurement of Integrated Pest Management (IPM) Kit** from the **Bonafide Suppliers**. The suppliers are requested to submit the offer rate for supply of **Integrated Pest Management (IPM) Kit with 15 (Fifteen) items as stated below, the cutoff date of supply within 15th days from the date of placement of supply order. The approx. tender value is Rs. 500000/- (Fifty) Lakh.**

List of items of IPM kit & Specification

Sl. no.	Item	Quantity	Specifications
1.	Insect Sweep Net	1	Steel ring 5mm thickness 37.5 cm diameter with 37.5 cm flap & 60 cm long conical bag made of markin cloth and a sturdy 1 meter long handle of 2.5 cm diameter. Ring cover flap made of jean cloth
2.	Hand Lens (10x)	1	steel framed box (folded)
3.	Brush	1	Camel hair 3 No.
4.	Watch Glass	1	7.5 cm diameter
5.	Plastic vials	5	7.5x2.5 cm with lid
6.	Dissecting needle	2	With plastic handle
7.	Poly bags	10	30x20 cm
8.	Rubber bands	20	2.5 cm
9.	Note book	1	20x13 cm, 40 pages
10.	Ball Pen	1	15 cm with cap
11.	Cello Tape	1	1.5 cm x 9 meter
12.	Drawing Pen	2	Blue & Red
13.	IPM Cap	1	Front cover 7.5 cm length, 16.5 cm diameter 17.5 cm elastic trap & tight and loose system with national IPM emblem embossing
14.	IPM Kit Bag	1	Made of jean cloth 35 cm x 30 cm having 5 cm having 5 cm depth with 90 cm shoulder sling national IPM emblem embossing
15.	Drawing Sheet	2	Full size (75 x 55 cm)

TERMS & CONDITIONS

- 1) The scope of work involves supply of **Integrated Pest Management (IPM) Kit** as per procurement requirement of WBSSCL, orders to be placed from Headquarter and District level for supply of the item mentioned above in different district Head Quarters of West Bengal.
- 2) The responding Manufacturer shall have adequate capacity to execute Supply Orders as would be placed by WBSSCL. They must ensure supply timely, adequately and in Good marketable condition at the destination(s) (vide cl.1 above). **They will have to maintain a buffer stock in this state and be informed to this corporation periodically at 3 (three) weeks interval after awarding of contract (especially for manufacturer outside West Bengal) to meet up any requirement immediately.**
- 3) In the event of e-filling, intending bidder may download the tender document from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. This tender related information if any further shall be available in this office website: www.wbsscl.com and wbtenders.gov.in only.
- 4) Technical & Financial Bid are to be submitted concurrently duly Digitally Signed in the website <http://wbtenders.gov.in> Submission of Technical & Financial Bid will be done as per time schedule stated below. The manufacturer must put the item wise rate in BOQ.

Sl. No.	Particulars	Date & Time
i	Publishing & Documents download Start Date	18-12-2020 18:50 P.M.
ii	Bid submission start date (On line)	18-12-2020 18:55 P.M.
iii	Bid Submission closing (On line)	12-01-2021 1:00 P.M.
iv	Bid opening date for Technical Proposals (Online)	14-01-2021 2:00 P.M.
v	Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. (Online).	14-01-2021 5:00 P.M
vi	Date for opening of Financial Proposal (Online)	After finalization of technically qualified bidders financial proposal be finalized within 21 days.

- 5) The Products offered must be in strict compliance to the specifications stated above.
- 6) All Integrated Pest Management (IPM) Kit to be supplied must have adequate validity period from the date of supply to facilitate its use over a reasonable period of time.
- 7) Related information about the different items should be printed on the body of the package.
- 8) The supplier has to submit separately HSN code & MRP (Maximum Retail Price) of Integrated Pest Management (IPM) Kit along with other documents (online).
- 9) The manufacturer participating in the bidding process must furnish address of their registered office, e-mail ID & person responsible with contact no. for communication from the WBSSCL.
- 10) Having two years experiences in supply of Integrated Pest Management (IPM) Kit / other agril. inputs / packing materials for seeds and fertilizer packeting in the Government / Semi-Government / Corporation all over India (at least Rupees Twenty Thousand) out of the last consecutive five years.
- 11) The supplier should have wide Marketing Network in West Bengal in order to fulfill delivery target to district level all over West Bengal within prescribed time limit.
- 12) The each and every supplier / bidder participating in the bidding process must submit an affidavit on a Non-judicial Stamp Paper of Rs.10/- containing a self-declaration on “the bidding manufacturer has not been convicted/ blacklisted by any Govt. organization/ semi or quasi Govt. organization/ Corporation of GoI or any other State Govt. in the country during last three years”. Suppression of such facts/ events happened during the period in question shall invite punishment to be decided by the Corporation along with disqualification from the bidding process.
- 13) Copy of the audited Annual Report (**only Profit & Loss A/c portion**) along with Income Tax Return File for last 3 years to substantiate financial capabilities should be produced. The manufacturer should have Annual Turnover of Rs. 5.0 Lakh (Rupees Five lakh only) & above for supply of IPM kits/ other Agril. inputs / packing materials for seeds and fertilizer packeting.
- 14) Copy of valid Trade License, GSTIN Registration Certificate, PAN should accompany the application.

- 15) The EMD Rs.1,00,000/- will have to be submitted through online in the form of Net Banking or RTGS / NEFT as per e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are to be documented through e-filing. For SSI units, extant rules of the State Government will be applicable in this regard and necessary documents should be submitted through online in compliance of existing order of the Govt. of West Bengal.
- 16) 10% of the ordered value is to be deducted from the bill of the successful bidder as per existing norms. On application, security deposit will be released after successful completion of work order. The successful bidder shall deposit a token amount of Rs. 50,000/- towards performance security in the form of Bank Draft in favour of West Bengal State Seed Corporation Limited, payable at Kolkata at the time of execution of an Agreement. On application performance security will be released after completion of contract period.
- 17) Payment will be made after receiving confirmation of supply of indented materials as per specifications and good marketable conditions from the District units as per supply orders of the Corporations including District units. No advance payment will be made.
- 18) TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
- 19) The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- 20) The "Agreement" shall remain effective ordinarily for a period of two years from the date of execution of "Agreement", which may be extended further with mutual consent between the bidder & WBSSCL unless terminated prematurely by WBSSCL at its discretion and satisfaction. The WBSSCL does not bind itself to adduce any reason for such extension / termination of the Agreement to any bidder but may intimate such reason if it is considered necessary / warranted by circumstances.
- 21) The successful bidders/ suppliers after acceptance of the rate communicated by the Managing Director, WBSSC Ltd. shall execute an agreement in the prescribed format covering all the terms and conditions on a Non-Judicial Stamp Paper (purchased in the name of the bidder(s)/supplier(s) at his/ their own cost) of Rs. 50/- within Five working days counting from the day after the date of receipt of the letter of acceptance.
- 22) All rates / prices quoted and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least a period of two years from the date of execution of "Agreement" and the said offer shall also apply to during the period of extension of agreement subject to fulfillment of relevant provision of Clause-20.
- 23) (a).In respect of any consignment declared "Sub-standard" / "Not according to specification" by the authorized officer of State Government against sample drawn, no payment will be made to the suppliers and penal action will be taken **as per Para 24 below**. However, the concerned supplier may take back the rejected consignment at their own cost. The same would apply in respect of consignment/s which has/have been rejected by the consignee due to short in weight, inferior quality or any other reasonable cause. In case the stock was kept in the store owned by the Government a sum of Rs. 1000/- (Rupees One thousand only) will be charged as penalty per day in case of non-lifting within ten days of communication of rejection by the concerned District Manager, WBSSC Ltd. The supplier must have to replace the Sub Standard / not as per specification stock immediately after intimation for timely execution of the supply order.
- (b)In case of failure to effect supply of the ordered quantity within the stipulated date, supply order will be deemed cancelled and penal action will be **taken as per Para-24 below. Whereas, this situation if arises, then apart from the action mentioned herein, the WBSSCL also reserves the right to take necessary steps as per existing Govt. norms in order to ensure supply of valued order timely.**
- 24) **Penalties for Non-Compliances, Violations and Non-Performance:**
The following penalties would be imposed for supply of sub-standard materials or for non-compliance, violation or non-performance of any of the terms and conditions of the tender:
- EMD and the entire security deposit, performance security would be forfeited. However, if the value of goods involved in such non-compliance, violation or non-performance is less than the total amount of the EMD and the security deposit, the forfeited amount would be restricted to the value of goods involved.
 - The supplier will be blacklisted for three years from participation in any tender process of the WBSSC Ltd. The supplier would be given an opportunity of being heard in this regard. The matter would be considered by the tender recommending authority and it shall make a recommendation in this regard. The recommendation of the tender recommending authority shall be considered by the tender accepting authority or the State Government as may be specified.

- 25) Concerned supplier will be held responsible if a Consumer Forum or any other Law enforcing agency impose any penalty on the Managing Director, WBSSC Ltd. due to any dispute with regard to quality of Agricultural Input supplied. Penalty in terms of monetary, if imposed by the competent authority / agencies along with all other litigation expenses shall have to be borne by the supplier concerned.
- 26) WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
- 27) Concerned supplier will be held responsible if a Consumer Forum or any other Law enforcing agency impose any penalty on the Managing Director, WBSSC Ltd. due to any dispute with regard to quality of Agricultural Input supplied. Penalty in terms of monetary, if imposed by the competent authority/ agencies along with all other litigation expenses shall have to be borne by the supplier concerned.
- 28) Any disputes, questions or difference or any interpretations arising out of or in connection with the terms & conditions of this tender if not settled/ resolved amicably, then they shall be referred to a Sole Arbitrator who shall be appointed by the Department of Agriculture, Govt. of West Bengal in accordance and subject to provision of the Arbitration and Conciliation Act, 1996 or any other enactment or statutory modification thereof for the time being in force. The place of Arbitration shall be Kolkata and the language of arbitration shall be English. The award of the arbitrator shall be binding on both the parties.
- 29) When any dispute occurs and when any dispute is under arbitration, except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations as per the agreement based on terms & conditions of the tender.
- 30) All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
- 31) Conditional offer shall not be accepted under any circumstances.
- 32) In case of concealment of any fact, if detected later on, such bidder will be debarred from all future dealings with WBSSCL and penal action will be taken within the provisions of this tender.
- 33) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
- 34) Except as otherwise stated above, WBSSCL reserves right to delist any successful bidder if fails to comply with the order satisfactorily or any licenses adjudged as essential criteria in this tender submitted by the bidder if cancelled by any State / Central Enforcement Agencies. The WBSSCL will also delist any successful bidder if its activities are found to be prejudicial on verification through its own sources.
- 35) Provisions of purchase policy of the Government of West Bengal vide G.O. no. 10500-F dated 19.11.2004 and as amendment thereof as well as the Agril. Deptt.'s GO No. 76-Inpt./1P-3/98 dated 30.01.2006 will be applicable.

Sd/-

**MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED**

Memo No.- 1193 /1(10)/WBSSCL

Dated :- 18-12 -2020

Copy forwarded for information and necessary action to:-

- 1) The Secretary, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Director of Agriculture & Ex-officio secretary, West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3) The Finance & Accounts Officer, WBSSC LTD., Kolkata.
- 4) The Members of Tender Evaluation Committee of this Office (All).
- 5) Notice Board & website of this office for wide circulation.

Sd/-

**MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED**

Declaration by the Bidder

1. I/ We have read and understood the NIT, Terms & Conditions as contained in this Tender Ref. No. WBSSCL/MD/KOL/ NIT- 39/ 2020-21 and I have submitted the bid in accordance with above conditions and instructions of this tender document.

2. The information furnished in the bid are true and factual and I/ we clearly understood that our tender is liable for rejection, if any information furnished is found not to be true and not factual at any point of time and the WBSSC Ltd reserves right to initiate actions as deemed fit

Place:

Date:

(To be digitally signed by the Bidder)

SECTION - A
INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

➤ Registration of bidders :

Any bidders 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> the bidders is to click on the link for e-Tendering site as given on the web portal.

➤ Digital Signature Certificate (DSC):

Each bidders is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated above. DSC is given as a USB e-Token.

➤ The bidders can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

➤ Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal 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).

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

(a) Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:

i. Challans / Documents from e-portal for submission of Rs.1,00,000/- (Rupees One Lakh) towards Earnest Money Deposit (EMD) as prescribed in the N.I.T. in favour of the West Bengal State Seed Corporation Limited, Payable at Kolkata.

ii. Self-declaration as per Clause-12, Copy of PAN & GSTIN.

iii. Copy of valid Trade License, Declaration by the Bidder.

iv. Copy of upto date Professional Tax Clearance Certificate,

v. Copy of valid License for marketing in the State of West Bengal.

N.I.T. (*download properly and upload the same as Digitally Signed*). **The rate will be quoted in the B.O.Q.**

Quoted rate will be encrypted in the B.O.Q. under Financial Bid. **In case of quoting any rate in N.I.T., the tender is liable to be summarily rejected.**

(b) Non-Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:

i) Credential (if any), documents related to products.

ii), Audited P & L A/c portion (Annual Report),

iii) Incorporation Certificate, Company details, Power of Attorney,

iv) declaration, authorization.

**THE ABOVE STATED STATUTORY / NON-STATUTORY (TECHNICAL DOCUMENTS)
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then **click** the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	PAN, GSTIN, License for marketing in the State of West Bengal. P Tax (Challan) (2020-21). Trade License, IT Returns, Affidavit on self declaration. Declaration by the Bidder
B.	Company Detail(s)	Organization Details	Proprietorship Firm (Trade License) Partnership Firm(Partnership Deed, Trade License)Ltd. Company (Incorporation Certificate, Trade License), Society (Society Registration Copy, Trade License), Power of Attorney.
C.	Credential & other	Credential & Other	Similar nature of work done & completion certificate which is applicable for eligibility in this tender. Annual Report (P & L A/c), Production Capacity and other

Tender Evaluation Committee (TEC)

1. Evaluation Committee constituted as per Order of the Managing Director, West Bengal State Seed Corporation Limited will function as Evaluation Committee for selection of technically qualified bidders
2. Opening & evaluation of tender:
If any bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
3. Opening of Technical Proposal:
Technical proposals will be opened by the Managing Director, West Bengal State Seed Corporation Limited and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
4. Intending tenderers may remain present if they so desire.
5. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
6. Decrypted (transformed into readable formats) documents of the statutory & non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
7. Summary list of technically qualified tenderers will be uploaded online.
8. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
9. During evaluation the committee may summon the tenderers & seek clarification / information or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

FINANCIAL PROPOSAL

10. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the **item wise rate** online through computer in the space marked for quoting rate in the BOQ.
11. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
12. Financial capacity of a bidder will be judged on the basis of information furnished.
13. Penalty for suppression / distortion of facts:
If any tenderer fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
14. Rejection of Bid:
WBSSCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the 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 ground for WBSSCL's action.
15. **Award of Contract**
 - i) The Bidder who have quoted lowest rate in respect of items mentioned in NIT and BOQ, Award of Contract will be given to him, provided he accepts in writing to execute the whole contract on the basis of item wise lowest rate (L1) quoted by him.
 - ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
