

**WEST BENGAL STATE SEED CORPORATION LIMITED**

(A Govt. of West Bengal Company)

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

Memo No. 571 / WBSSCL

Date: 29/07/2021

**NOTICE INVITING Re e-TENDER****Re Tender Reference No : WBSSCL /MD/KOL/NIT-37/2021-22****Sub: - Rate contract / empanelment of Manufacturer / Importers for supply of Straight Micronutrient Disodium Octaborate Tetrahydrate (Boron 20%).**

Notice inviting Re e-Tender No. 37dated29.07.2021from the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5<sup>th</sup> floor, Kolkata – 700013, for procurement of Straight Micronutrients Disodium Octaborate Tetrahydrate (Boron 20%)from the bonafide Manufacturers / Importers only. The Manufacturer / Importers are requested to offer rate for supply of Disodium Octaborate Tetrahydrate (Boron 20%)as stated below. The Cutoff date of supply will be within 15 days from the date of placement of supply order. **The approx. tender value is Rs. 150000000.00 (Fifteen Crore).**

Sl. no.	Name of Straight Micronutrient	Packing size	Offered rate to WBSSCL inclusive of all Charges & GST (as applicable)FOR (Freight on Road) to District delivery in Rs.	HSN code	M.R.P. in Rs.
1	Disodium OctaborateTetrahydrate (Boron 20%)	250 gm			
		100 gm			

**TERMS & CONDITIONS**

- 1) The scope of work involves supply of Micronutrient (Boron 20%) 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. The quantity may be increased abiding existing tender rules of the State Government.
- 2) The responding Manufacturer / Importer hereinafter referred as Supplier 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) across the State of West Bengal(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 / Importer 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://wbteners.gov.in> directly with the help of Digital Signature Certificate. This tender related information if any further, shall be available at this office website [www.wbsscl.com](http://www.wbsscl.com) and [wbteners.gov.in](http://wbteners.gov.in) only.
- 4) Technical &Financial Bid are to be submitted concurrently duly Digitally Signed in the website <http://wbteners.gov.in> Submission of Technical &Financial Bid will be done as per time schedule stated below. The Manufacturer / Importer must put the item wise rate in BOQ.

Sl. No.	Particulars	Date & Time
i	Publishing & Documents download Start Date	31-07-2021 06:55 P.M.
ii	Bid submission start date (Online)	31-07-2021 06:55 P.M.
iii	Pre-bid meeting	11-08-2021 01.00 P.M.
iv	Bid Submission closing (Online)	24-08-202112:30 P.M.
v	Bid opening date for Technical Proposals (Online)	26-08-2021 01:00 P.M.
vi	Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any.	<b>To be communicated later on</b>
vii	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 various provisions of FCO,1985 and as amended from time to time (Schedule I(g), Part A).
- 6) Micro Nutrient (Boron 20%)to be supplied must have adequate shelf-life (at least 18 month validity period from the date of supply) to facilitate its use over a reasonable period of time.
- 7) Related information about the Boron 20%should be printed on the body of the package/ container.
- 8) **The Manufacturer / Importer has to submit separately MRP (Maximum Retail Price) and HSN code of Boron 20%as stated in BOQ along with other documents (online). GST will be charged as per extant provisions of Rules & changes thereof.**
- 9) The Manufacturer / Importer participating in the bidding process must furnish address of the registered office, e-mail ID & person responsible with contact no. in letter head duly signed by the authorized signatory for communication from the WBSSCL. All correspondence under this contract shall be served/ delivered by e-Mail to / from the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, 5<sup>th</sup> Floor, Kolkata-700 013, e-Mail [ID-wbsscl@gmail.com](mailto:ID-wbsscl@gmail.com).All correspondence to be communicated from this e-mail be treated as official.
- 10) Only the **Manufacturer / Importer** of respective product/ items can participate in the tender process.
- 11) Intended bidders should have adequate experience inproduction and supply of micronutrients for last 3 (three) years. Out of which supply of same to the Government / Semi-Government / Corporation / Co-operatives (Registered) all over India to the tune of (i) atleastRs. 30 lakh per year in any of the two yearsshould be fulfilled as financial credential and for which necessary work ordersalong with payment certificate should be submitted positively.
- 12) **The Manufacturer / Importer must possess:**
  - a) Valid manufacturing / import license of the product offered.
  - b) Valid Letter of Authorization / License for marketing of offeredMicro Nutrients (Straight) in the State of West Bengal.
  - c)The offered Straight Micronutrients shall be in strict compliance of various provisions of Fertilizer control order (FCO), 1985.
- 13) The Manufacturer / Importer should be capable of fulfilling delivery target to the district level all over West Bengal within prescribed time limit and as per instructions of the Corporation.
- 14) The each and every Manufacturer / Importer/ bidder participating in the bidding process must submit an affidavit (Notarized) on a Non-judicial Stamp Paper of Rs.10/- containing a self-declaration on “the bidding Manufacturer / Importer 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.
- 15) Copy of the audited Annual Report (**only P&L A/c portion**) along with Income Tax Return File for last 3 years to substantiate financial capabilities should be produced. **The Manufacturer / Importer should have annual turnover of Rs. 5 (Five) Crores (minimum).**
- 16) Copy of valid Manufacturing / Import License, Trade License, Letter of Authorization / License for marketing in West Bengal, PAN,GSTIN Registration Certificate&Bank Solvency Certificate for value Rupees Two Croresshould accompany the application.
- 17) Location of the storing point and quantity supplied during the last three years should be furnished by the Manufacturer / Importer.
- 18) The EMD Rs.10,00,000/- 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://wbenders.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are to be documented through e-filling.However, exemption from payment of EMD is applicable to SSI Units of this State as per extant Financial Rules of the Government of West Bengal.

- 19) 10% of the ordered value is to be deducted from the bill of the successful bidder towards security deposit. On application security deposit will be released after successful completion of work order.
- 20) Payment will be made after receiving confirmation of supply of indented materials (only tested as 'As per Specifications') from the District units as per supply orders of the Corporations including District units and receiving quality test report from the competent authority as per clause 27 (a). No advance payment will be made.
- 21) Successful Manufacturer / Importer will have to raise Challan / Bill / GST Invoice etc. of his own to WBSSCL against supply of indented materials. Successful Manufacturer / Importer may appoint Authorized Distributor for supply of materials for which an Affidavit is to be submitted duly signed by the First Class Judicial Magistrate.
- 22) TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
- 23) The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- 24) The "Agreement" shall remain effective for a period of two years (730 days) from the date of execution of an "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.
- 25) The successful bidders / Manufacturer / Importers 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) / Manufacturer / Importer (s) at his/their own cost) of Rs. 50/- within Five working days from the date of receipt of rate acceptance letter from the Managing Director, WBSSC Ltd.
- 26) All rates / prices quoted and Trade Discount offered to WBSSCL shall remain valid two years from the date of entering into the "Agreement" and the said offer shall be applied during the period of extension of agreement subject to fulfillment of relevant provision of Clause-24.
- 27) a) In respect of any consignment declared "Sub-standard" / "Not according to specification" by notified laboratory of the State Government / State Agricultural Universities / Other notified laboratory / Other authorized officer against sample drawn and submitted by Quality-Control-Inspector of the concerned district as per relevant rules, no payment will be made to the suppliers and penal action will be taken **as per Para-28 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 Manufacturer / Importer must have to replace the NR / 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 as cancelled and penal action will be **taken as per Para-28 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.

28) **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:

- a) EMD and the entire security deposit 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.
  - b) The supplier will be blacklisted for three years from participation in any tender process of the WBSSCL 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.
- 29) Concerned supplier will be held responsible if a Consumer Forum or any other Law enforcing agency impose any penalty on the Managing Director, WBSSCL 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.
  - 30) WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
  - 31) 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.
  - 32) 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.
  - 33) All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
  - 34) This tender has been invited from the interested Manufacturer / Importers only for supply of Boron 20% , according to their identity, purpose of application and constitution inherent through the process of production.
  - 35) Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
  - 36) No conditional offer will be accepted.
  - 37) No interest shall be claimed on EMD, Security Deposit (SD) in any way.
  - 38) 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.

- 39) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
- 40) 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.
- 41) 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.- 571/1(10)/WBSSCL.**

**Dated :- 29 -07 -2021**

Copy forwarded for information and necessary action please to:-

- 1) The Secretary, Govt. of West Bengal, Department of Agriculture, Nabanna, 325, SaratChatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Director of Agriculture, Department of Agriculture, West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3) All members of the SLPTC.
- 4) The Finance & Accounts Officer, WBSSC LTD., Kolkata.
- 5) The Members of Tender Evaluation Committee of this Office (All).
- 6) 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-37/2021-22, e-tender 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

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#### **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://wbenders.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 Web Site 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).

#### **Cost of Bidding :**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the 'Managing Director, West Bengal State Seed Corporation Ltd (WBSSCL), Kolkata hereinafter referred to as "the Purchaser", shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **Amendment of Bidding Documents :**

a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website; <https://wbenders.gov.in> under "Published Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender through the West Bengal Government e-Procurement Portal website; <https://wbenders.gov.in>

b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have participated in this tender through the West Bengal Government e-Procurement Portal website; <https://wbenders.gov.in> .

c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum he will be allowed to give updated bid again without any additional cost of bid document or bidding security. In that case his updated bid will be taken up for evaluation.

#### **Preparation of Bids**

a. All the interested bidders are requested to read the bid document carefully before submission of their bid.

b. Language of Bid: The bid prepared by the Bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language or in Bengali language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or in Bengali language in which case, for purpose of interpretation of the Bid, the translation shall govern.

**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. 10,00,000/- (Rupees Ten 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 no.14, copy of report as per Clause-15, PAN, GSTIN & Bank Solvency Certificate for value Rupees Two Crores should accompany the application.
- iii. Copy of valid Trade License, Manufacturing / Import License, Declaration by the Bidder.
- iv. Copy of upto date Professional Tax Clearance Certificate.
- v. Copy of valid Letter of Authorization / License for marketing of Micro Nutrient (Straight) 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) Documents related to Production Capacity / Import, Audited P & L A/c portion (Annual Report) & IT Return as per respective clause(s), Location of production unit.
- iii) Incorporation Certificate, Company details, Power of Attorney, declaration, authorization.
- iv) Technical person.

**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, Manufacturing Licence, Letter of Authorization / License for marketing of Micro Nutrient in the State of West Bengal. P Tax (Challan) (2021-22). Trade License. Self-declaration as per clause no.14, Declaration by the Bidder. Bank Solvency Certificate for value Rupees Two Crores.
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. Audited Annual Report (P & L A/c) & IT Return, Production Capacity and other
D.	Man Power	Technical Personnel	List of Technical Staffs along with qualification. Structures & Organization (as per N.I.T.)



### **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.