



WEST BENGAL STATE SEED CORPORATION LIMITED
(A Govt. of West Bengal Company)

Regd. Head Office – 6, Ganesh Chandra Avenue, Kolkata - 700013

Memo No. 578/WBSSCL

Date: 29/07/2021

NOTICE INVITING e-TENDER

Tender Reference No : WBSSCL/MD/KOL/NIT- 38/2021-22

Sub: -Rate contract / empanelment of manufacturers for Supply of Botanical Pesticide (Azadirachtin).

Notice inviting e-Tender No.38 dated 29.07.2021 of the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, for **Supply of Botanical Pesticide (Azadirachtin)** from the **Bonafide Manufacturer only**. The Manufacturers are requested to offer rate for supply of **Botanical Pesticide (Azadirachtin)** as below, the cutoff date of supply within 15th days from the date of placement of supply order. The approx. tender value is Rs. 10000000/- (One Crore).

Sl. no.	Name of the Botanical Pesticide	Packing size	Offered rate to WBSSC inclusive of all Charges & GST as applicable (FOR District delivery) in Rs.	M.R.P. In Rs. & HSN Code
BOTANICAL PESTICIDE				
1	Azadirachtin 3000 ppm	500 ml		
		250 ml		
		100 ml		
2	Azadirachtin 50000 ppm	500 ml		
		250 ml		
		100 ml		

TERMS & CONDITIONS

- 1) The scope of work involves supply of **Botanical Pesticide (Azadirachtin)** 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.

- 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	31 -07-2021 06:55 P.M.
ii	Bid submission start date (On line)	31 -07-2021 06:55 P.M.
iii	Pre Bid meeting	11.08.2021 01.00 P.M.
iv	Bid Submission closing (On line)	24-08-2021 12:30 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. (Online).	To be communicated later on
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 the “Insecticides Acts, 1968” & “Insecticide Rules, 1971” as amended time to time.
- 6) All **Botanical Pesticide** to be supplied must have adequate shelf-life [at least 12 (twelve) month validity period for Botanical Pesticide from the date of supply] to facilitate its use over a reasonable period of time.
- 7) Related information about the Botanical Pesticide should be printed on the body of the package too.
- 8) The manufacturer has to submit separately MRP (Maximum Retail Price) of all items under Botanical Pesticide as stated in BOQ along with other documents (online). Taxes will be charged as per extant provision of Rules & changes thereof.
- 9) The manufacturer 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, 5th Floor, Kolkata-700 013, e-Mail ID-wbsscl@gmail.com. All correspondence to be communicated from this e-mail be treated as official.
- 10) Only the manufacturer of respective products/ items can participate in the tender process.
- 11) At least 3 years experiences for supply of Botanical Pesticide in the Government / Semi-Government / Corporation all over India [at least Rs.5.0 Lakh (Rupees five lakh only) for Botanical Pesticide in the each of last three years] is required.
- 12) The Manufacturer must possess:
 - a) Valid Registration (CIB) for Import / Indigenous Manufacture of the Active Ingredient (a.i.) of own technical as per the insecticide Act.1968.
 - b) Strong R & D wing for Botanical Pesticide.
 - c) Valid registration and manufacturing license of the formulation offered from above.
 - d) Valid Letter of Authorization / License for marketing of Botanical Pesticide in the State of West Bengal.
- 13) The Manufacturer 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.
- 14) The each and every manufacturer/ bidder participating in the bidding process must submit an affidavit (Noterized) 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.

15. 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. 15.0 Lakh (Rupees Fifteen lakh only) & above.
16. Experience of producing Botanical Pesticide should be supported by published documents and established competence of the personnel deployed for such production.
17. Copy of valid Manufacturing License, Trade License, Letter of Authorization / License of Marketing of Plant Protection Chemicals in West Bengal, TIN, PAN, CIB Registration Certificate **& Bank Solvency Certificate for value Rupees Fifty Lakh should accompany the application.** should accompany the application.
18. Location of the Production unit and quantity produced during the last Three years should be furnished by the Manufacturer.
19. **The EMD Rs.2,00,000/- will have to be submitted through on line 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 required to be documented through e-filing. 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.**
20. 10% of the ordered value is to be deducted from the bill of the successful bidder as per existing norms towards security deposit. On application, security deposit will be released after successful completion of work order.

The successful bidder shall deposit a token amount of Rs.1.0 lakh 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.

21. Payment will be made after receiving confirmation of supply of indented materials 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 28 (a). No advance payment will be made.
22. The manufacturers / bidders participating in the bidding process if desire to supply the intended materials through their Authorized Distributor, must submit declaration on their letter head along with other bidding documents during submission of bid. Successful manufacturer or his authorized distributor will have to raise Challan / Bill / TAX Invoice etc. to WBSSCL against supply of indented materials. But in case of his authorized distributor an Affidavit duly signed by any First Class Judicial Magistrate is required to be submitted at the time of execution of Agreement.
23. TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
24. The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
25. The "Agreement" shall remain effective ordinarily for a period of two years (730 days) from the date of execution of "Agreement", which may be extended further up to three months 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.
26. The successful bidders/ Manufacturers 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)/Manufacturer(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.

27. All rates / prices quoted and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least two years from the date of execution of “Agreement” and the said offer shall be applied during the period of extension of agreement subject to fulfillment of relevant provision of Clause-25.
28. (a).In respect of any consignment declared “Sub-standard” / “Not according to specification” by notified laboratory of the State Government / State Agricultural Universities / 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 29 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 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 cancelled and penal action will be **taken as per Para-29 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.**
29. **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, security deposit and the entire 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, security deposit and the performance security, 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 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.
30. 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.
31. WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
32. 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.

33. 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.
34. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
35. This tender has been invited from the interested Manufacturers only for supply of Botanical Pesticide, according to their identity, purpose of application and constitution inherent through the process of production.
36. No conditional offer will be accepted.
37. 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.
38. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
39. 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.
40. 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.- 578 /1(10)/WBSSCL

Dated :- 29-07 -2021

Copy forwarded for kind information and necessary action to:-

- 1) The Secretary, Department of Agriculture, Nabanna, 325, SaratChatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Director of Agriculture, Government of West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3)- 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-38 / 2021-22 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 Web Site stated in Clause A.1. 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 in Clause A.1. 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) (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. 2,00,000/- (Rupees Two 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-14 & copy of report as per Clause-15, Copy of PAN, TIN&Bank Solvency Certificate for value Rupees Fifty Lakh..
- iii. Copy of valid Trade License, GSTIN, Manufacturing License.
- iv. Copy of upto date Professional Tax Clearance Certificate, copy of the documents of strong R & D wings for Botanical Pesticide.
- v. Copy of valid Letter of Authorization / License for marketing of Botanical Pesticide 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 Marketing Network, Production Capacity, R & D wings, Audited P & L A/c portion (Annual Report), 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, TIN, GSTIN, Manufacturing Licence, Letter of Authorization / License for marketing of Bio-Pesticide & Botanical Pesticide in the State of West Bengal. P Tax (Challan) (2020-21). Trade License, IT Returns, Affidavit on self declaration.&Bank Solvency Certificate for value Rupees Fifty Lakh.
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
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 additional documents 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 wiselowest rate (L1) quoted by him.
 - ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authoritythrough acceptance letter / Letter of Acceptance.
