

**WEST BENGAL STATE SEED CORPORATION LIMITED**

(A Govt. of West Bengal Company)

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

Memo No. 372/ WBSSCL

Date: 03/06/2019

NOTICE INVITING Re e-TENDER

Tender Reference No. : WBSSCL/MD/KOL/NIT- 03/2019-20

1.0 NOTICE INVITING RE E-TENDER FOR RATE CONTRACT / EMPANELMENT OF INDIGENOUS MANUFACTURERS / SUPPLIERS FOR SUPPLY OF LIME (CaCO₃).

1.1 West Bengal State Seed Corporation Limited (WBSSCL), 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, hereinafter referred to as PURCHASER, hereby, invites Re e-Tender from the **bonafide Indigenous Manufacturer / Supplier** herein after referred to as “**SUPPLIER**” only for **supply of Lime (CaCO₃) conforming to Technical specifications at clause-3.0** hereunder.

1.2 **QUNATITY:** The purchaser intends to purchase around **4000 MT of Lime [CaCO₃]** conforming to technical specifications at clause-3.0 of e-tender documents.

1.3 **DELIVERY:** The tentative schedule of delivery is 3863.25 MT immediately within 15 days after placement of order (s), 136.75 MT within agreement period after awarding of contract or during such period as indicated by the Purchaser at the time of finalization of the LOI/ Acceptance of Tender. The Purchase reserves the right to revise the delivery schedule depending on the requirement and storage capacity without any financial implication to the Purchaser.

1.4 Special Instruction to Tenderer (SIT):

1.4.1 The intending indigenous manufacturers / suppliers are requested to submit rates for supply of Lime Stone (CaCO₃) 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 may be around Rs. 3.60 Crore.**

Sl. no.	Name of the material	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	Lime [CaCO ₃]	35 kg			
		50 kg			

1.4.2 In the event of e-filing, 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 at this office website www.wbsscl.com and wbtenders.gov.in only.

1.4.3 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	03-06-2019 06:55 P.M.
ii	Bid submission start date (Online)	03-06-2019 06:55 P.M.
iii	Pre bid meeting	11-06-2019 01:00 P.M.
iv	Bid Submission closing (Online)	28-06-2019 02:00 P.M.
v	Bid opening date for Technical Proposals (Online)	01-07-2019 03:00 P.M.
vi	Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any.	01-07-2019 05:00 P.M.
vii	Date for opening of Financial Proposal (Online)	After finalization of technically qualified bidders financial proposal

1.5 **EMD:**

- 1.5.1 The intending bidder shall have to deposit EMD of Rs.7,20,000/- (Rupees seven lakh twenty thousand only) in Indian Rupees 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 the Tender ID No. as to be displayed in e-Procurement Portal of Govt. of West Bengal on a/c to West Bengal State Seed Corporation Ltd., payable at Kolkata and the document on submission of EMD must be submitted through e-filing.
- 1.5.2 Tenders filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than as mentioned at para 1.5.1 shall not be accepted.
- 1.5.3 Exemption from payment of EMD is applicable to SSI Units of this state as per extant financial rules of the Govt. of West Bengal.
- 1.5.4 No interest shall be claimed on EMD, Security Deposit (SD) & Performance Guarantee Bond (PGB) in any way.
- 1.6 **Contract:** Contract means and includes Notice inviting tender, T & C, SIT, tender documents, letter of acceptance of bid, formal agreement, LOI and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.
- 1.7 Notice Inviting E-Tender (NIT) –to be downloaded properly and the same to be uploaded as Digitally Signed.
- 1.8 Duly-filled signed scanned copy of NIT along with other technical documents as per NIT be submitted as Technical Proposal.
- 1.9 Throughout the documents, the terms ‘bid’ & ‘tender’ and their derivatives (viz. bidder/tenderer, bid/ tender, bidding/ tendering etc.) are synonymous.

2.0 **General guidance for e-Tendering:**

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

- Registration of bidders :
Any bidder 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 bidder is to click on the link for e-Tendering site as given on the web portal.
- Digital Signature Certificate (DSC):
Each bidder 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 above 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 one folder at a time for each work, as Technical 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).
- The tenderers are requested to upload the duly filled-in **check list as at Annexure-III** of the tender documents.

(b) **Technical Proposal:**

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

- (I) Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:
- ✓ Challans / Documents from e-portal for submission of Rs. 7,20,000/- (Rupees Seven lakh twenty thousand only) towards Earnest Money Deposit (EMD) as prescribed in the N.I.T. in favour of Tender ID No. pertains to West Bengal State Seed Corporation Limited as per e-Procurement Portal (<https://wbtenders.gov.in>) payable at Kolkata.

- ✓ Self-declaration as per clause nos.10.0, Acceptance to all terms & conditions as per clause-37.0, copies of reports/ documents etc as per Clause-7.1 to 7.7 there under except those noted under Non-statutory Cover.

Notes: N.I.T. (*downloads properly and uploads 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. not mentioned in BOQ, the tender is liable to be summarily rejected.**

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

- ✓ Reports/ documents as per clause-8.0, 9.0 of this tender.
- ✓ Firm details (Partnership/ Proprietorship / Limited Company/ Co-opt. Society), Power of Attorney, Letter of Authority.

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, Notarized statutory Manufacturing/ service industry registration certificate/ notarized Registration of shops & establishments for a Dealer/ Agent/ Trader as applicable, Letter of Authority/ P Tax (Challan) (2018-19). Trade License. Self-declaration as per clause no.10, Declaration by the Bidder as per clause-37.0.
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 etc as per clause-7.0 thereunder.

(c) **FINANCIAL PROPOSAL**

- ✓ 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.
- ✓ Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
- ✓ Financial capacity of a bidder will be judged on the basis of information furnished.
- ✓ 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 the matter may be referred to the appropriate authority for prosecution as per relevant IT Act

2.1 Tender Evaluation Committee (TEC)

- 2.1.1 Evaluation Committee constituted as per Order of the Managing Director, West Bengal State Seed Corporation Limited will function as Tender Evaluation Committee for selection of technically qualified bidders.
- 2.1.2 Opening & evaluation of tender: If any bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- 2.1.3 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).
- 2.1.4 Intending tenderers may remain present if they so desire.

- 2.1.5 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.
- 2.1.6 Decrypted (transformed into readable formats) documents of the statutory & non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- 2.1.7 Summary list of technically qualified tenderers will be uploaded online.
- 2.1.8 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.
- 2.1.9 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.
- 2.1.10 Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
- 2.1.11 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 the matter may be referred to the appropriate authority for prosecution as per relevant IT Act.
- 2.1.12 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.
- 2.1.13 Award of Contract
- Only technically qualified bidders who have quoted lowest rate in respect of items mentioned in NIT and BOQ will be awarded the Contract. It involves the process of evaluation of financial bids of all technically qualified bidders followed by obtaining recommendations from the State Level Purchase cum Tender Committee (SLPTC) and also provided that he/ they accept (s) in writing to execute the whole contract on the basis of all Terms & Conditions of the NIT.
 - The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
- 2.2 Notwithstanding anything specified in this NIT document, the TIA (Tender Inviting Authority) of WBSSCL, in his sole discretion, unconditionally and without having to assign any reasons, reserves to himself the rights:
- To accept or reject the lowest tender or any other tenderer or all the tenderers;
 - To accept the tender in full or in part;
 - To reject the e-Tender not conforming to all tender terms and conditions or e-filing of incomplete tender or tender not accompanied with requisite documents.

3.0 **Technical specification of lime:-**

3.1 **Prescribed chemical composition of Lime.**

Parameter	Composition (Required Specification)
p ^H	8.2
CaCO ₃ (equivalent CCE)	100.00
Ca % by Wt.	35.0% to 40.0%

- 3.2 **Physical character:** - Particle size should be minimum 80 mesh.
- 3.3.1 Total Ca% by Wt. shall not be less than 10% of the minimum prescribed specification (i.e. 35.0%).
- 3.3.2 If the compositional parameter of the supplied material for Ca% by Wt. falls below the prescribed specification, price per unit shall be refixed and deduction shall be made on pro-rate basis considering proportionate unit variation.
- 3.3.3 Total variation for Ca% by Wt more than 10% from the minimum prescribed specification (i.e. 35.0%) - **Full rejection.**
- 3.3.4 Particle size below minimum prescribed specification- **Full rejection**
- 3.3.5 pH parameter below prescribed specification - Full rejection.

4.0 Packing: Net weight of Lime [CaCo₃] in each bag 35 kg/ 50 kg and should be supplied in synthetic Bag and each shall be marked legibly and indelibly with the following information:-

- i. Name of the product :
- ii. Name and address of the agency:
- iii. Source of product:
- iv. Per cent (%) as total Ca :
- v. Particle size :
- vi. pH :
- vii. Gross & Net weight ion Kg., when packed :
- viii. Month & year of packing :
- ix. Packets of Lime should be superscripted with “Govt. Supply, Not For Sale” (in Bold & Red Colour)

5.0 Sampling and Testing:

- 5.1 All notified fertilizer inspectors of the State of West Bengal are entrusted for sampling of liming materials.
- 5.2 The notified fertilizer inspector(s) whom to be assigned by the Dy. Directors of Agriculture (Admn.) of the respective districts will draw samples of liming materials for analysis.
- 5.3 The concerned inspectors will then send the samples to nearly State owned Static Soil Testing Laboratories/ Fertilizer Testing Laboratories for analysis. However, all the State-owned Static Soil Testing Laboratories (STL) / Fertilizer Testing Laboratories (FTL) are entrusted for analysis of samples of liming materials. But, it is the prerogative of the State Department of Agriculture, Govt. of West Bengal for selection of State-owned Static STL/ FTL for analysis of liming materials.
- 5.4 Supplied liming materials will be utilized under Govt. program only if the analysis report conforms to the prescribed specification detailed at 3.0.
- 5.5 The supplier if aggrieved by the analysis report of the laboratory may appeal before the Head of the Agriculture Department, Govt. of West Bengal (i.e. Addl. Chief Secretary/ Principal Secretary/ Secretary of the Department, as the case may be) for referee analysis of such sample within a week. The Head of the Agriculture Department shall decide and send one of the two remaining samples for analysis to (i) any of the State-owned laboratories except the laboratory where samples of said liming materials were tested/ analyzed first or, (ii) quality testing laboratory of the State Agricultural University.
- 5.6 Provisions contained in the “Guidelines on liming materials” circulated vide Agril. Deptt.’s No. 52-Inpt./12F-01/12 dated 11.01.2012 read with corrigendum No. 531- Inpt./12F-01/12 dated 12.04.2012 thereof shall also apply wherever applicable.
- 6.0 The scope of work involves supply of Lime (CaCo₃) to different district Head Quarters of West Bengal as per orders to be placed from Headquarter and District level based on per procurement requirement of WBSSCL for supply of the aforesaid item.

7.0 Eligibility Criteria:

- 7.1 The intending Manufacturer / supplier hereinafter referred as bidder/ tenderer/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 different destination points across the state covering district Head Quarters of West Bengal.
- 7.2 The bidder should have supplied **at least 750 MT of Liming materials** to the Government / Semi-Government / Corporations / co-operatives (registered) / KVKs / SAUs all over India for agricultural use over the last 10 years. The supplier must submit the duly self-authenticated copy of Award of Contract, supply order & payment certificate as proof during online filing of bid.
- 7.3 Notarized Statutory manufacturing/ service industry registration certificate or Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer/ Agent/ Trader etc. or Notarized copy of Certificate of Incorporation along with Memorandum of Articles of Association of the Private/ Public Limited companies or notarized copy of Proprietary/ Partnership deeds in case of Proprietary/ Partnership firms.
- 7.4 Notarized copy of valid Trade License, PAN, GSTIN Registration Certificate in the name of company in case of Limited companies or in the name of Individuals in case of Proprietary firms.
- 7.5 The bidder must submit self-authenticated 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. The bidder should have annual turnover of Rs. 4.00 (Four) Crores (minimum).

- 7.6 Tenderers who may be Manufacturer of liming materials or Suppliers shall submit information/ data/ documents/ printed and illustrated literature/ brochures covering following aspects:
- 7.6.1 Detailed information of the Manufacturer along with the latest copies of the executed/ ongoing orders (during last one year) & payment certificates with different clients (Government / Semi-Government / Corporation).
- 7.6.2 Documents showing exact nature of ownership.
- 7.6.3 Annual Production capacity of different liming materials including Lime (CaCO₃) during last 5 years along with location of manufacturing units for manufacturer intending to participate in the bid..
- 7.6.4 Test and Inspection Certificate (for liming materials only) issued for the materials by a reputed national level approved test house / Govt. approved test house in case of supplies made to above clients during last 5 years.
- 7.6.5 Tenderers who may be the suppliers of liming materials for agricultural use on behalf of Principal Manufacturer shall submit self –certified copy of the Letter of Authority of the concerned manufacturer, as per **proforma at Annexure-III** of the tender document, specifically authorizing the said supplier to make an offer in response to this tender.
- 7.7 Intended bidders having adequate experience in supply of liming materials/ agricultural inputs to the Government / Semi-Government / Corporation all over India during last five years should submit self-authenticated copies of the all purchase orders, award of contracts and payment certificates including the one as stated at 7.2 thereof.
Please note that if WBSSCL finds that the credibility/ eligibility of the bidder in this tender is not satisfactory on the basis of documents submitted/ furnished. The bidder may be called for production of original documents for verification at the time of technical evaluation of this tender, if WBSSCL so desires. WBSSCL’s decision in this regard shall be final and binding.
- 8.0 The intending bidder should submit separately MRP (Maximum Retail Price) and HSN code of Lime Stone (CaCo₃) as stated in BOQ along with other documents (online). GST will be charged as per extant provisions of Rules & changes thereof.
- 9.0 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.
- 10.0 Each and every manufacturer/ bidder participating in the bidding process must submit an affidavit (Notarized) on a Non-judicial Stamp Paper of Rs.10/- **as per proforma at Annexure-II** 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.
- 11.0 Security Deposit as per extant norms of the State Govt. is to be deducted from the bill of the successful bidder. On application, Security Deposit will be released after successful completion of contract period.
- 12.0 Only one offer shall be submitted by manufacturers/ suppliers same equipment/ Facilities/ Address and if it comes to notice of the PURCHASER (WBSSCL) at any stage during the finalization of the tender or after placement of order/ execution of the contract that offers have been made by manufacturers/ suppliers using same equipment/ Facilities/ Address then such offers/ orders shall be rejected/ cancelled forthwith and the manufacturers/ suppliers shall be blacklisted from all further dealings with WBSSCL for a period of three (3) years. EMD/ Security Deposit etc if any shall be forfeited. Decision of WBSSCL in this regard shall be final and binding.
- 13.0 **Performance Guarantee Bond (PGB):**
- 13.1 The successful tenderer should submit Performance Guarantee so as to be received in the Head Office of WBSSCL after issue of LOA/ AOC (Letter of Acceptance/ Award of Contract) but before the issue of supply orders to the suppliers. Performance Guarantee Bond should be submitted in the form of Bank Guarantee as per **proforma at Annexure-IV** of the tender documents, for an amount covering 5% (Five percent) of the tendered amount [i.e. Rs.20.00 lakh (Twenty lakh only)]. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee Bond is acceptable.

- 13.2 Performance Guarantee Bond should be made in favour of West Bengal State Seed Corporation Ltd. through any Nationalized Bank situated at Kolkata or outstation with a clause to enforce the same on their local branch at Kolkata. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Kolkata only.
- 13.3 Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extension of time as may be made, given, conceded or agreed to between the successful bidder and the Purchaser under the terms and conditions of Acceptance to Tender.
- 13.4 The successful tenderer is entirely responsible for the due performance of the contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the acceptance to Tender.
- 13.5 Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the Agreement of Contract in-force and shall continue to be enforceable for the entire period of contract agreement including extension period from the date of execution of contract. In cases, where available period between the date of receipt of the last consignment and the last date of expiry of contract including extension period is less than 120 (one hundred & twenty) days, in such cases, the same shall be enforceable for a period of 120 days from the date of receipt of last consignment.
- 13.6 Performance Guarantee Bond shall be released after the above period noted at Clause-13.5 above is over subject to conforming to prescribed specifications at 3.0.
- 13.7 Duly filled-in **Checklist as mentioned at Annexure-IV-A** of this document shall be submitted along with performance bank guarantee.
- 14.0 Conditional offer shall not be accepted under any circumstances.
- 15.0 **Terms of Payment**
- 15.1 The payment will be made after receiving confirmation of supply of indented materials (only tested as 'As per Specifications' at 3.0 thereunder) from the District units as per supply orders of the Corporation including District units and receiving quality test report from the competent authority as per clause 3.0 & 5.0. No advance payment will be made.
- 15.2 The supplier after supplying the ordered material should raise challan in support of the supply and shall submit bill duly certified by the District Managers of the concerned WBSSCL District Units enclosing receipted challan to the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, Kolkata-700013 through District Manager of the respective District Unit of WBSSCL for payment.
- 15.3 Payment will be made through NEFT/ RTGS for which bank particulars of the suppliers have to be furnished in the bill.
- 15.4 No other expenditures shall be permitted in the invoices except the effect of any change in GSTIN.
- 15.5 TDS may be applicable as per the provision of extant Rules and subsequent amendments thereof.
- 16.0 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 from the date of receipt of the LOA
- 17.0 **Validity of Offer/ Contract:**
- 17.1 The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- 17.2 The "Agreement" shall remain effective for a period of one (1) year from the date of execution of an "Agreement", which may be extended for further period of six (6) 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.
- 17.3 No amendment or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.
- 17.4 The effect of force majeure clause mentioned in clause-40 below shall also be considered for further extension. The party claiming force majeure event shall provide authenticated proof in support of force majeure for submitting his/ their request for extension of period of contract. The duration of such extension shall be determined by WBSSCL which shall be final and binding.

- 17.5 All rates / prices quoted and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least one (1) year 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-17.0 above.
- 18.0 Currency & Unit of Weight: The FOR District Delivery price of lime offered per 35 kg/ 50 kg pack sizes should be quoted in Indian Rupees only.
- 19.0 Language of Bid: The offer and complete correspondence must be effected only in English language.
- 20.0 **(a) Indemnity:** The bidder undertakes to indemnify the WBSSCL for all claims for injury caused to any person whether a workman or not, while in or upon the site of the same and the WBSSCL shall not be bound to defend any claim brought under the Workman’s Compensation Act.
(b) Recovery of Sum Due: Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to deduct such sum from any amount then found payable to the Supplier by the Purchaser or which at any time thereafter may be found to be payable to the Supplier by the Purchaser under this or any other contract with the Purchaser. If the sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance amount. This action shall be without prejudice to the right of the Purchaser to take legal action against the Supplier for the breach of the contract.
- 21.0 E-filing of tender documents shall not create any contractual right in favour of either party unless a LOI is issued by WBSSCL. The terms contained herein are indicative.
- 22.0 **Termination of contract:** The contract is liable to be terminated if the awardees of contract:
- 23.1 Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/ their assets or property on the works; or
- 23.2 Makes an arrangement with or assignments in favour of his/ their creditors/ agrees to carry out the contract under a committee or inspection of his/ their creditors; or
- 23.3 Abandon the work; or
- 23.4 If the supplier makes default in supply of material as per terms of the contract. No claim or compensation shall be payable by WBSSCL as a result of such termination; or
- 23.5 Assigns or in part thereof without written permission of WBSSCL; or
- 23.6 Performance is not satisfactory; or
- 23.7 If the bidder obtains the contract with WBSSCL by means of illegal measures; or
- 23.8 Information/ documents submitted by the supplier are detected incorrect; or
- 23.9 In case of L-1 bidder, if the bidder fails to furnish Performance Guarantee Bond in accordance with clause-13 of the tender documents.
- 23.9 The above shall be without prejudice to WBSSCL’s other rights under the terms and conditions of this tender and the law.
- 24.0 Upon termination of contract for reasons detailed under clause-23: -
- 24.1 The WBSSCL shall reserve right to take alternate measures to compensate the unfulfilled supply order as per terms decided by WBSSCL and to recover the loss/ damages suffered by WBSSCL, if any, due to such termination to be recovered from the said SUPPLIER.
- 24.2 EMD, Security Deposit & PGB in any form submitted by the supplier shall stand forfeited.
- 25.0 **Completeness of the Tender:** Each bidder should ensure that the conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable to rejection.
- 26.0 Punitive actions to be taken against those manufacturers/ suppliers who submit false/ forged documents to the Purchaser “WBSSCL”.
- 27.0 Representative of the tenderers will be required to produce letter of authorization to attend technical as well as financial bid evaluation at the office of the WBSSCL.
- 28.0 a) In respect of any consignment declared “Sub-standard” / “Not according to specification” by State-owned Static Soil Testing/ Fertilizer Testing Laboratory, no payment will be made to the suppliers and penal action will be taken **as per Para-29 below and within other provisions contained in this tender.** 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 may replace the Sub Standard / not as per specification stock immediately after intimation for timely execution of the supply order subject to acceptance of replaced stock by the clients of WBSSCL.

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-29 below and within other provisions contained in this tender**. 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.

29.0 **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, the entire Security Deposit & Performance Bank Guarantee 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 S.D. / PGB etc, the forfeited amount would be restricted to the value of goods involved. Apart from this, action will be taken as per provisions contained in this tender.
- 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.

30.0 **STATUTORY CLEARANCE:** The supplier shall arrange all applicable clearances from the concerned authority in relation to implementation of this program vis-à-vis supply of materials under this contract.

30.1 **WIEGHMENT/ BILLING:**

30.1 Weight of the material to be supplied to the WBSSCL shall be made on the basis of number of bags each containing quantity as per packing norms at clause-4.0 received at the WBSSCL go-down/ destination(s).

30.2 The supplier shall be fully responsible for shortages observed upon receipt of material in the intact bags, if any. The WBSSCL be within its right to reject such consignments not conforming to weight specifications at clause-4.0 or may decide to get the consignment standardized at the cost and expense of supplier. The Supplier shall have the right to depute their authorized representative to supervise the receipt of bags at destination. Bill shall be prepared based on the net number of bags/ net weight of goods in truck so received.

30.3 The supplier shall be singularly responsible to secure direct compliance with all central and state laws as well as rules, regulations, bye-laws and orders of the local authorities as may be in force from time to time.

31.0 **SECRECY:** Any information derived or otherwise communicated by the WBSSCL to supplier in connection with the contract shall be kept / treated as secret and shall not without written consent of the WBSSCL be published or disclosed to any third party or made use of by the supplier except for the purpose of execution of the contract.

32.0 The organizer shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent/ permission from the WBSSCL in advance.

33.0 All correspondence shall invariably bear reference to the contract number and date. All notices, complaints, communication and references under this contract shall be served/ delivered by Regd. Post/ by hand/ by e-Mail to the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, 5th Floor, Kolkata-700 013, e-Mail ID-wbsscl@gmail.com.

34.0 The purchaser on one hand and the supplier on the other hand shall be responsible for the performance of all their respective obligations under this Tender.

35.0 Failure to enforce any condition herein contained shall not operate as waiver of the condition itself or any subsequent breach thereof.

36.0 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.

37.0 Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms and conditions of the tender document duly signed by the bidder as **at Annexure-I** which is to be uploaded at the time of e-filing of bid.

- 38.0 WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
- 39.0 **Arbitration:**
- 39.1 In the event of any dispute arising amongst the parties, both parties agreed to use their best efforts to resolve all disputes amicably in prompt, equitable manner on good faith. In the event the parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Kolkata.
- 39.2 **Settlement of Disputes:** All disputes and/ or differences, whatsoever shall arise between the parties hereto relating to interpretation of any clause of this agreement and/ or the right, duties or liabilities of either party under this contract or other-wise in connection with both the party present, the matter in difference shall be determined by a single Arbitrator to be appointed by the Department of Agriculture, Govt. of West Bengal in accordance with the Arbitration and Conciliation Act, 1956 or any statutory enactment in that behalf for the time being in force.
- 39.3 If the Sole Arbitrator to whom the matter is referred vacates his office by any reason what-so-ever, the incumbent Arbitrator shall commence the proceedings from where his predecessor had left.
- 39.4 **Jurisdiction:** the parties hereby irrevocably consent to the sole jurisdiction of the Courts of Kolkata only in connection with any action for proceedings arising out or in relation to this Agreement.
- 40.0 **Force Majeure:**
Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, floods, crop failure or act of God or due to any restraint or regulation of the State/ Central Govt. or a local authority/ authorities. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith documentary evidence supporting the invoking of the force majeure. On cessation of the force majeure, the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of 3 months, both the parties shall meet and decide about the future course of action for implementation of contract.
- 41.0 Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
- 42.0 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.
- 43.0 That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the successful tenderer without any lapses.
- 44.0 Except as otherwise stated above, WBSSCL reserves right to delist any successful bidder if the bidder 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.
- 45.0 Provisions of purchase policy of the State Govt. vide G.O. no. 10500 – F dated 19.11.2004 and as amendment thereof will be applicable.

Sd/-

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

Memo No.- 372 /1(10)/WBSSCL.**Dated :- 03-06 -2019**

Copy forwarded for information and necessary action please to:-

- 1) The Secretary, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Secretary, Department of Agriculture, Writers' Building, Kol-1
- 3) The Director of Agriculture, Government of West Bengal, Jessop Buildings, Kolkata – 700 001 for attention to the Joint DA (PRP&I), W.B. with request to upload in Matirkatha website of the Department.
- 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-03/2019-20 and I have submitted the bid in accordance with the above conditions and instructions of this tender documents.

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 signed by the Bidder)

Designation & Seal

(ANNEXURE-II to Tender Reference No.: WBSSCL/MD/KOL/NIT-03/2019-20 dated 03/06/2019)

(ON NON-JUDICIAL STAMP PAPER)

AFFIDAVIT(Notarized)

I.....S/o
Shri..... aged.....years residing at
.....address working as Proprietor/
Partners/ Director of M/s.....having its registered
Office at do hereby
solemnly affirm and declare on oath as under: -

1. That I am/ We are Competent to swear this Affidavit being Proprietor/ Partners/ Director of M/s
.....
2. That my/ our Firm M/s is a proprietorship/
partnership Firm/ Company, is participating in the tender for prequalification as Manufacturer/ Supplier of
Lime (CaCO₃) to WBSSC Ltd. conforming to specification stated under clause-3 of this tender for
agricultural use.
3. That we the partners of M/s a partnership firm
confirm that there is no change in the status of the Partnership Deed dt.....
4. That I/ We hereby confirm and declare that bidders, their associates, sister concern etc belonging to the
same group have not being black-listed/ de-listed or put on holiday by any institutional agencies/ Govt.
Dept./ Public Sector Undertaking or any organization etc during the last 3 years.
5. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed
without any lapses.
6. Details of sister concerns as on date is given below: -

Name of the Firm	Year of Estab.	Type of Business	Common Partners/ Directors	Details of Association % age of interest of Partners

7. I/ We hereby confirm that there was no case of sample failure/ sample seized by State Govt./ Central Govt. or Statutory Authority during last 3 years.
8. That I/ We further undertake that in case any of the facts contained above and in our application is found otherwise or incorrect or false at any stage, my/ our firm/ company/ group/ sister concerns/ associate companies shall stand debarred from present and future tenders of WBSSCL.

(Signature of the Proprietor/ Partners/ Director with Seal)

DEPONENT (S)

Verified aton
that the content of para(s) 1 to 8 of this Affidavit are true to the best of my knowledge and no part of this is false and nothing has been concealed or falsely stated therein.

(Signature of the Proprietor/ Partners/ Director with Seal)

Date:

DEPONENT (S)

In case of Proprietorship Firm	-	The Proprietor is to submit Affidavit.
In case of Partnership Firm	-	All the partners should submit the Affidavit.
In case of Limited Firm	-	Managing Director should submit the Affidavit.
In case of Cooperative	-	President should submit the Affidavit

(ANNEXURE-III to Tender Reference No.: WBSSCL/MD/KOL/NIT- 03 /2019-20 dated 03/06/2019)

LETTER OF AUTHORITY FROM INDIGENOUS MANUFACTURER OF LIME (CaCO₃)

To
 The Managing Director
 West Bengal State Seed Corporation Ltd. (WBSSCL)
 6, Ganesh Chandra Avenue, 5th Floor,
Kolkata-700 013, West Bengal//

Sub.: Your Tender Reference No: WBSSCL/MD/KOL/NIT- 03/2019-20 dated 03/06/2019.

Dear Sir,

We, a principal manufacturer of Lime (CaCO₃) of (place) do, hereby, authorize M/s (Name & Address of Supplier) to make an offer in response to this invitation to tender.

We, a principal manufacturer of Lime (CaCO₃) do, hereby, convey our consent to supply Lime (CaCO₃) conforming to tendered specification through M/s (Name & address of Supplier) as per terms and conditions of the tender.

No company/ Firm or Individual other than M/s is authorized to represent us in regard to this business against this specific tender. In the event, the offer made by M/s being considered by WBSSCL for acceptance, both M/s and ourselves shall be jointly and severally responsible for the due and timely performance of the Award of Contract (AOC) pertaining to this tender. We hereby extend our full guarantee and warranty for the items offered for supply against this Rate Contract by the above firm.

Yours faithfully,

(NAME)

For & on behalf of M/s.....

(Signature & Name of Lime (CaCO₃) Manufacturer with seal)

Note: This letter of authority should be on the Letter-Head of the * should be signed by a person competent and having the power of attorney to bind the Lime (CaCO₃) Manufacturer. **This letter of Authority should be uploaded during e-filing of tender documents.**

(ANNEXURE-IV to Tender Reference No.: WBSSCL/MD/KOL/NIT- 03/2019-20 dated 03/06/2019)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT KOLKATA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT KOLKATA OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT KOLKATA.

To
The Managing Director
West Bengal State Seed Corporation Ltd. (WBSSCL)
6, Ganesh Chandra Avenue, 5th Floor,
Kolkata-700 013, West Bengal//

Bank Guarantee No. Date:
LETTER OF GUARANTEE

WHEREAS M/s _____ (hereinafter referred to as the Supplier) and West Bengal State Seed Corporation Ltd. (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide AWARD OF CONTRACT (AOC)/ LETTER OF INTENT (LOI) No. Dated (hereinafter called the Rate Contract) for the supply of _____ (_____) M.T. of Lime (CaCO₃) of pack sizes 35/ 50 kg (hereinafter referred to as ITEM) on the terms and conditions mentioned therein.

2. We, (name of bank & branch) at request of the Supplier, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. 20.00 lakh (Rupees Twenty Lakh) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SUPPLIER of any of the terms and conditions of the said Rate Contract and/ or in the performance of the said Rate Contract by the SUPPLIER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Rate Contract or in the performance thereof has been committed by the SUPPLIER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.
3. We, (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable (a) in conformity with clause-13 thereunder of the concerned tender documents or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to the effect from the PURCHASER on demand and without protest or demur.

4. We, (name of bank & branch) undertake not to revoke this Guarantee during its currency without prior written consent of the PURCHASER.

5. We, (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Rate Contract or to extend the time of performance of the said Contract by the SUPPLIER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Contract and We, (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SUPPLIER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto the period as per provision stated in clause-13.5 of tender documents and the same shall be extended further according to the provisions contained herein above.

7. We, (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SUPPLIER and/ or the PURCHASER.

8. We, (name of bank & branch) hereby further agree that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Kolkata situated at
..... (Address of local branch at Kolkata).

“Issuance of this bank guarantee may also be got confirmed from our controlling branch/ office/ Higher Authority (Name & Address).

FOR AND ON BEHALF OF
(Name of Bank & Branch)
Signature:
Name:

DULY CONSTITUTED ATTORNEY & AUTHORIZED SIGNATORY
Designation:
(Name of Bank & Branch)

(ANNEXURE-IVA to Tender Reference No.: WBSSCL/MD/KOL/NIT- 03/2019-20 dated 03/06/2019)

CHECKLIST FOR PERFORMNCE BANK GUARANTEE

Name of the Bidder submitting BG for PBG:

TENDER ID NO. (As per e-Procurement Portal):

Name of the Bank issuing BG:

Branch issuing BG:

BG No.:

BG Value:

BG Date:

1.	Is the BG as per approved format of WBSSCL?	Yes/ No
2.	Is the BG issued by specified category of Banks (Scheduled commercial bank/ Nationalized bank etc as specified in the Contract)?	Yes/ No
3.	Is the BG executed on stamp paper of adequate value under relevant state rule?	Yes/ No
4.	Is the stamp paper obtained in the name of the bank issuing the BG?	Yes/ No
5.	Is the date of sale of stamp paper prior to the date of the BG?	Yes/ No
6.	Does the BG refer to the concerned agreement/ tender with reference to which the BG issued?	Yes/ No
7.	Does the BG bear the number, date and seal of the issuing Bank?	Yes/ No
8.	Is the BG signed on all pages?	Yes/ No
9.	Whether the name, designation and code number of the officer/ officers signing the BG are mentioned against the signatures of respective officer/ officers?	Yes/ No
10.	Whether the BG validity period is as per the concerned contractual requirement?	Yes/ No
11.	Whether the BG format contains a foot note regarding the details of the controlling office/ higher authority from which confirmation regarding issuance of BG may also be obtained as given below: “Issuance of this bank guarantee may also be got confirmed from our controlling branch/ office/ Higher Authority (Name & Address)”.	Yes/ No
12.	BG contains the clause for ‘Enforceability of the same at Kolkata and address for the same is also specified in the BG	Yes/ No

Note: The BG can be accepted only when reply to all above is ‘Yes’.

**Signature of the Tenderer/ Bidder
Date:**