



# WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Date: 25/02/2020

Memo No. 1943 A/WBSSCL

## NOTICE INVITING QUOTATION

Quotation Reference No. : WBSSCL/MD/KOL/NIQ-30/2019-20

NOTICE INVITING QUOTATION FOR RATE CONTRACT / EMPANELMENT OF SOLE PRODUCERS / SUPPLIERS FOR SUPPLY OF JUTE SEED CULTIVAR NJ-7010 (RANI).

West Bengal State Seed Corporation Limited (WBSSCL), 6, Ganesh Chandra Avenue, 5<sup>th</sup> floor, Kolkata – 700013, hereinafter referred to as 'Purchaser', hereby, invites Quotation from the bonafide sole seed producing Companies / Suppliers hereinafter referred as 'Supplier' for supply of TL Jute Seeds var. NJ-7010 (Rani). Tentative quantity to be procured is given below. Quotation Notice is available in website: [www.wbsscl.com](http://www.wbsscl.com) & Notice Board of WBSSCL, Head Office, Kolkata.

Sl no.	Crop	Name of Variety	Tentative required Qty. in Kg
1	Jute	NJ-7010 (Rani)	300

### 1. GENERAL INSTRUCTIONS TO BIDDER (GTB)

- In the event of submission of quotation, intending bidder may download the quotation document from this office website [www.wbsscl.com](http://www.wbsscl.com). This quotation related information, if any, shall be available at this office website [www.wbsscl.com](http://www.wbsscl.com) only.
- Technical & Financial Bid are to be submitted separately in two envelop i.e. 'Technical' & 'Financial' into a big envelop into TENDER BOX of WBSSCL, Kolkata. Submission of Technical & Financial Bid will be done as per time schedule stated below. **The supplier must put the rate as per Format.**

Sl. No.	Particulars	Date & Time
i	Quotation Publishing Date	25-02-2020
ii	Bid submission start date	25-02-2020
iii	Bid Submission closing date	11-03-2020 01:00 P.M.
iv	Bid opening date for Technical & Financial Proposals	11-03-2020 01:30 P.M.
v	Date of uploading name of Qualified Bidder	To be notified later on

- WBSSCL:** It means & includes West Bengal State Seed Corporation Ltd, hereinafter referred as "Corporation" inviting Quotation for the purpose of purchasing TL Jute Seeds var. NJ-7010 (Rani), it's Managing Director and any officer nominated on its behalf.
- Supplier:** Supplier means & includes Sole Seed Producer/ Seed Producing Firms or Companies or their authorized dealers/ distributors in whose favour Award of Contract (AOC) be issued by the authorized officer of WBSSCL.
- Contract:** Contract means and includes Notice inviting quotation & TCC, General & SIT issued from time to time to Organizers, quotation documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, AOC 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.
- NIQ –to download properly and submit the same with quotation documents. The rate will be quoted in the given format as financial proposal. In case quoting any rate in NIQ, the quotation is liable to be summarily rejected.

vii) **Tender Evaluation Committee (TEC)**

- 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.
- Opening of Technical Proposal:  
Technical proposals will be opened by the Managing Director, West Bengal State Seed Corporation Limited and his authorized representative.
- Intending quotationers may remain present if they so desire.
- Statutory Documents will be opened first and if found in order, Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the quotation will summarily be rejected.
- Pursuant to scrutiny & decision of the Quotation Evaluation Committee name of qualified quotationer will be uploaded at website.
- During evaluation the committee may summon the quotationers & 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.

viii) **FINANCIAL PROPOSAL**

- The financial proposal should be submitted in following format-

Sl no.	Crop	Name of Variety	Available Pack size	Offer rate per Kg (FOR to District delivery) in Rs.
1	Jute	NJ-7010 (Rani)		

- Financial capacity of a bidder will be judged on the basis of information furnished.
- Penalty for suppression / distortion of facts:  
If any quotationer fails to produce the original hard copies of the documents on demand of the Quotation 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 quotationer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- 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.
- Award of Contract
  - i) Only technically qualified bidder who have quoted the lowest rate (L1) in respect of item mentioned in NIT will be awarded the contract. It involves the process of evaluation of financial bids of all technically qualified bidders followed by obtaining recommendation from the State Level Purchase cum Quotation Committee (SLPTC) and also provided that he accept in writing to execute the whole contract on the basis of all terms and conditions of the NIT.
  - ii) The Bidder who's Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

**2. Scope of Work :**

- i) The procurement will be made as per demand / recommendation of the Department of Agriculture, Govt. of West Bengal in compliance with the existing procurement procedure of the Government. Orders to be placed directly to the Suppliers from Headquarter and District office of the Corporation for supply of TL Jute Seeds var. NJ-7010 (Rani) **to different district Head Quarters of West Bengal.**
- ii) Supplier shall have adequate capacity and financial wherewithal 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) 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 suppliers of outside State) to meet up any contingent requirement immediately.**

3. (A) **Eligible Bidders:**

The eligible bidders for the purpose of this quotation are -

- i) Sole Seed Producer/ Seed Producing Firms or Companies or,
- ii) Authorized dealers/ distributors of seed producers/ Seed Producing Firms or Companies.

In case of authorized dealers/distributors of sole Seed Producers/ Seed Producing Firms or Companies, they shall be required to submit authorization from the principal producers or **else their bids will be summarily rejected.**

All quotation documents shall be signed only by authorized person.

4. **Performance Guarantee :**

- i) The successful bidder shall deposit a token amount of Rs2000/- (Two Thousand) 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.
  - ii) Performance Guarantee 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 Quotation.
  - iii) The successful quotationer 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 Quotation.
  - iv) Performance Guarantee 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.
5. Copy of the valid Seed License ( issued by the competent authority in the State of West Bengal), Income Tax Return File for last 3 years to substantiate financial wherewithal should be produced.
  6. Copy of valid Trade License, GSTIN Registration Certificate (optional), Incorporation Certificate & Company details (wherever applicable) should be submitted.
  7. No interest shall be claimed on Performance Guarantee, Security Deposit (SD) in any way.
  8. Security Deposit is to be deducted from the bill of the supplier as per existing norms. On application, Security Deposit will be released after successful completion of work order but subject to completion of 1 (one) month after sowing / transplanting, as the case may be.
  9. Payment will be made after receiving confirmation of supply of indented materials (only tested as 'R') from the District units as per supply orders of the Corporations including District Units. No advance payment will be made.
  10. Supplier will have to raise Challan / Bill / GST Invoice etc. of his own to WBSSCL against supply of indented materials.
  11. The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".

12. The "Agreement" shall remain effective ordinarily for a period of one year from the date of execution of "Agreement", which may be extended further for a period of maximum 1 (one) year with mutual consent between the Supplier & 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 the supplier but may intimate such reason if it is considered necessary / warranted by circumstances.
13. The Suppliers 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 Supplier at his own cost) of Rs. 50/- within Five working days counting from the day after the date of receipt of the letter of acceptance to be communicated by the Managing Director, WBSSC Ltd..
14. All rates / prices and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least a period of one year from the date of execution of "Agreement" and the said offer shall also be in use during the period of extension of agreement subject to fulfillment of relevant provision of Clause- 12.
15. The successful supplier will have to supply additional 3 (three) nos. packets in free of cost for each Seed Lot apart from the ordered quantity to the each recipient District Unit of WBSSCL at the time of delivery of seeds for facilitating quality analysis in West Bengal State Notified Laboratory.
16. In respect of any consignment declared "Not recommended" 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-18 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 WBSSCL 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. / Head Office, WBSSCL. The supplier must have to replace the NR stock immediately after intimation for timely execution of the supply order.
17. 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-18 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.**
18. **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 mentioned herein:
- The entire Performance Guarantee & security deposit would be forfeited.
  - The supplier will be blacklisted for three years from participation in any quotation / procurement process of the WBSSC Ltd. However, the supplier would be given an opportunity of being heard in this regard. The matter would be considered by the quotation recommending authority and it shall make a recommendation in this regard. The recommendation of the quotation recommending authority (herein after refer to 'SLPTC') shall be considered by the quotation inviting authority or the Department of Agriculture, Government of West Bengal as may be specified.
19. 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.

20. Any disputes, questions or difference or any interpretations arising out of or in connection with the terms & conditions of this quotation 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.
21. 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 quotation.
22. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
23. Conditional offer shall not be accepted under any circumstances.
24. 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 quotation.
25. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
26. 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 quotation 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.
27. Provisions of purchase policy of the State Govt. vide G.O. no. 10500-F dated 19.11.2004 and subsequent amendment thereof as well as G.O. No. 76-Inpt./1P-3/98 dt. 30.01.2006 of the Agriculture (Inputs) Department, Govt. of West Bengal shall be applicable.

*[Signature]* 25.2.2020

**Managing Director**

**West Bengal State Seed Corporation Limited**

**Memo No.- 1943A/1(15)/WBSSCL**

**Dated :- 25-02-2020**

Copy forwarded for kind information and necessary action to:-

- 1) The Additional Chief Secretary, Government of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 2) The Secretary, Government of West Bengal, Department of Agriculture, Writers' Building, Kol-1
- 3) The Director of Agriculture & Ex-officio secretary, West Bengal, Jessop Buildings, Kolkata - 700 001.
- 4) The Finance & Accounts Officer, WBSSC LTD., Kolkata.
- 5) The Members of Quotation Evaluation Committee of this Office (All).
- 6) The Post Master, Bow Bazar Post Office, Kolkata-12
- 7) The Officer In-Charge, Hare Street Police Station, Kolkata-12
- 8) The Station Master, Howrah / Sealdah Railway Station
- 9) Notice Board & website of this office for wide circulation.

*[Signature]* 25.2.2020

**Managing Director**

**West Bengal State Seed Corporation Limited**