



WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Memo No. 265 / WBSSCL

Date: 27 / 05 / 2022

NOTICE INVITING TENDER

Tender Reference No. : WBSSCL/MD/KOL/NIT- 08/2022-23

Sub : Rate contract / empanelment of suppliers for supply of Poly Pouch Packing Materials.

Notice Inviting Tender No.08 dated- 27/05/2022 of the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, Kol-13. Managing Director, WBSSC Ltd., invites tender from the bonafied suppliers for submission of rate for **Supply of Poly Pouch Packing Material one side Multi Colour Printing and other side Flexo Printing (as per specification of TIA)**. The Cutoff date of supply will be within 7 days from the date of placement of supply order. The approx. tender value is below Five Lakh.

The particulars of the required packing material and specifications are as given below:-

- 1) Length x Width = 40 cm. x 30 cm.
- 2) 12 micron coated polyester.
- 3) 100 micron natural poly film
- 4) 3 sides seal, top open
- 5) Bag weight inclusive of all - 29 gram

Approximate quantity (In number) : As per requirement as and when needed by this Corporation.

TERMS & CONDITIONS

- 1) The scope of work involves supply of Poly Pouch (as specification given) Packing Materials 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) In the event of bidding, intending bidder may download the tender document from the website www.wbsscl.com directly.
- 3) Submission of Technical & Financial Bid will be done as per time schedule stated below. The bidders must put the item wise rate in the stated format.

Sl. No.	Particulars	Date & Time
1	Publishing date	27.05.2022 06:05 P.M.
2	Bid submission start date	30.05.2022 10:30 A.M.
3	Bid Submission closing date	07.06.2022 12:30 P.M.
4	Bid opening date	07.06.2022 01:00 P.M.

- 4) The bidder 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 tender 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. This tender related information if any further, shall be available in this office website www.wbsscl.com and Notice Board of WBSSCL, Kolkata only.
- 5) At least 2 years experiences for supply of different types and size Packing Materials in the State of West Bengal.
- 6) The bidder should have Marketing Network to effect delivery target to district level all over West Bengal within prescribed time limit.

- 7) **The each and every bidder participating in the bidding process must submit an affidavit (Notarized) on a Non-judicial Stamp Paper of Rs.10/- containing a self-declaration on “the bidder 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.**
- 8) The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the bidder is found qualified by the ‘Tender Evaluation Committee’ The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The Name of Successful Bidders will be displayed in the website & Notice Board of WBSSCL, Kolkata.
- 9) Rate to be quoted clearly, including all charges for carrying, loading, unloading, packing etc., and GST if applicable in the attached format.
- 10) Attested copies of Income Tax acknowledgement receipt for latest Accounting Year, PAN Card, GSTIN, Trade License, up to date Professional Tax deposit challan on trading should accompany the application.
- 11) Location (detail address) of the Production unit/godown should be furnished by the bidder.
- 12) **The EMD Rs.5,000/- will have to be submitted in the form of Demand Draft in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are to be documented through bid. 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.**
- 13) 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.5000 (Five 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.
- 14) Ordered number of bags will be accepted only on receipt of successful inspection report separately for each district about the specification and quality by an Inspecting Agency to be selected by the Corporation. Inspection is invariably to be arranged by the supplier on his own effort within 7 (seven) days on receipt of the order and also within the area of greater Kolkata and cost of inspection for the passed stock will be borne by the Corporation and that for the rejected stock has to be borne by the supplier. Report of the Inspecting Agency will be binding on the part of the bidder. Delivery after inspection are to be completed within 7 (seven) days. No stock will be received by the District Officials unless the concerned inspection report is attached with the challan.
- 15) Name and address of the Inspection Agency selected by the Corporation will be communicated with the supply order.
- 16) The delivery must be completed at the destination point within stipulated date, which shall be mentioned in the purchase order. In case of failure to effect supply of the ordered quantity within the stipulated date, 10% of the value of consignment will be deducted in relation to the delay for every period of three days or part thereof subject to a maximum period of 10 days and thereafter the supply order will be liable for cancellation and the Security Money, performance security along with the Earnest Money Deposit will be forfeited in terms of clause 12 & 13 stated above.
- 17) In case any bidder defaults in respect of supplies made on account of late delivery or non-delivery, the authority shall have the right to debar the person or the Company he is representing or any new Company formed by him at the future date from participating in any future tender(s) that may be invited by the Corporation during the next five years.
- 18) The District Manager of WBSSC Ltd., or any authorized officer of the Managing Director, W.B.S.S.C Ltd. will have the full right to check the seals, monograms, Inspector’s No. on seals etc. within a reasonable period of delivery and in case of any doubt about any type of tampering of seals, may demand for a re-inspection at the delivery point of the supplied stock within 15 days of such delivery.

- 19) A sample bag for each category of the accepted/approved items by the Managing Director and also duly inspected and passed by the Inspecting Authority of the Corporation have to be provided to each and every District Manager, West Bengal State Seed Corporation Limited along with affixing a “Code Mark” to be selected by the Managing Director of the Corporation for comparison with the supplied stock. No cost will be paid by the Corporation for such sample bag.
- 20) The District Manager, W.B.S.S.C. Ltd., or any Officer authorized by the Managing Director will also have the full right to open 20% bundles at random from the delivered stock for comparison with the previously supplied sample bag and also for verification with the inspection report. In case of any doubt regarding the size and quality of the bags supplied either the District Manager or the Managing Director may demand for a re-inspection at the delivery point within 15 (fifteen) days. Till re-inspection results are obtained the stock received by any of the staff of the District Manager will be deemed to be a “doubtful” stock and no claim regarding release of payment or return of bags will be considered.
- 21) In case of any doubt stated above the supplier will be informed within 15 (fifteen) days of delivery and a joint re-inspection of the stock has to be arranged by the bidder within 7 (seven) days on receipt of such complaint in his presence.
- 22) In case of failure to do so, this Corporation will reserve the full right to arrange re-inspection of the stock at the delivery point, ignoring fully whether the bidder or his representative remains present or not at the time of re-inspection and the report of the Inspecting Agency will be completely binding on the supplier.
- 23) Cost of such re-inspection for the passed stock will be borne by the Corporation and that for the rejected stock will have to be borne by the tenderer including the cost of first inspection. If the same is not paid within 15 (fifteen) days, then the Managing Director will reserve the right to recover the charge of re-inspection from the Security Deposit/Performance security /E.M.D of the tenderer, if there be any.
- 24) The rejected bundles including the bundles already opened by the District Manager or authorized officer of Managing Director have to be lifted back within 7 (Seven) days of such re-inspection. If not lifted, the Corporation will not take any responsibility of the rejected stocks and godown rent will be charged as per rate of the Corporation and also recover the same from the Security Deposit/ Performance security/ E.M.D of the bidder, if there be any.
- 25) In case of rejection of any stock the whole of the Security Deposit, Performance security & E.M.D. will be forfeited and the supplying firm may even be blacklisted.
- 26) No excuse or appeal of the bidder will be considered if he fails to collect the complaint letter or remain absent at the time of joint re-inspection. The report of the Inspecting Agency will be completely binding on the part of the tender, even if he or any of his representative remains absent at the time of re-inspection.
- 27) Cost of the bags (passed on inspection/re-inspection, if any) will be paid in due course of time from the date of receipt of the bill in triplicate supported by receipted copy of challans with necessary stock entry certificate and release order of our Inspecting Agency separately for each district through the consignee.
- 28) After acceptance of the rate communicated by the Managing Director, WBSSC Ltd. the successful bidder 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 at his own cost) of Rs. 50/- within Five working days from the date of receipt of the letter of acceptance.
- 29) The arrangement under this invitation offer shall come into force with effect from the date of execution of “Agreement”.
- 30) The “Agreement” shall remain effective ordinarily for a period of one year from the date of execution of an “Agreement”, which may be extended further up to twelve 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.
- 31) Price preference will be allowed for all Registered S.S.I. Units as per extant provisions of rules of the Government.
- 32) All rates / prices quoted and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least one 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-30.

- 33) In case of complaint in regards to damage, defect, under specified, supplies late or undelivered the Security Deposit along with Earnest Money Deposit will be liable to be forfeited or/ along with black listing for the next three years and legal action against such offenders/defaulters.
- 34) If rates of two or more tenderers become identical the authority shall have the right to accept or reject the offers.
- 35) This tender, however, does not provide any assurance of purchase but likely to be purchased as and when required by the Corporation.
- 36) 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.
- 37) 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.
- 38) 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.
- 39) All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
- 40) The authority reserves the absolute right to accept or reject/terminate/nullify the offers of any or all tenderers without assigning any reason whatsoever.
- 41) No conditional offer will be accepted.
- 42) 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) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
- 44) 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.
- 45) Provisions of purchase policy of the State Govt. vide G.O. no. 10500 -F dated 19.11.2004 and as amended thereof will be applicable.

Sd/-
MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED

Memo No.- 265 /1(10)/WBSSCL.

Dated :- 27-05-2022

Copy forwarded for information and necessary action to:-

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

Sd/-
MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED

Rate should be quoted in following Format:-

Sl. No.	Name of Item	Offer rate per Poly Pouch without GST & FOR to District and other charges in Rs.	GST in Rs. Per unit (poly pouch) in Rs.	Total rate per Poly pouch with GST, FOR to District and other charges in Rs.
i	ii	iii	iv	(iii + iv)
1	Poly Pouch Packing Material one side Multi Colour Printing and other side Flexo Printing (as per specification of TIA)			