

**WEST BENGAL STATE SEED CORPORATION LIMITED**

(A Govt. of West Bengal Company)

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

Memo No. 325 / WBSSCL**Date: 07/05/2018****NOTICE INVITING e-TENDER****Tender Reference No : WBSSCL/MD/KOL/NIT- 04/2018-19****Sub: -Rate contract / empanelment of manufacturers of Bio-Pesticide & Botanical Pesticide.**

Notice inviting e-Tender No.04 dated 07.05.2018 from the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, for **procurement of bio-pesticides & botanical pesticides** from the **Bonafide Manufacturers only**. The Manufacturers are requested to submit the offer rate for supply of **Bio-Pesticide & Botanical Pesticide as stated below, the cutoff date of supply within 15th days from the date of placement of supply order. The approx. tender value is Rs. 7500000/- (Seventy Five) Lakh.**

| Sl. no. | Name of the Bio- Pesticide & Botanical Pesticide | Packing size | Offered rate to WBSSCL inclusive of all Charges, GST & FOR (Freight on Road) to District delivery in Rs. | HSN code | M.R.P. In Rs. |
|----------------------|--|--------------|--|----------|---------------|
| BIO-PESTICIDE | | | | | |
| 1 | Pseudomonas Fluorescens | 100 gm | | | |
| | | 250 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 2 | Trichoderma Harzianum | 100 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 3 | Beauveriabassiana | 100 gm | | | |
| | | 250 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 4 | Paecilomyces Lilacinus | 100 gm | | | |
| | | 250 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 5 | Trichoderma viride | 100 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 6 | Bacillus thuringiensis | 100 gm | | | |
| | | 250 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |
| 7 | NPV of Helicoverpa armigera | 100 gm | | | |
| | | 250 gm | | | |
| | | 100 ml | | | |
| | | 250 ml | | | |

| BOTANICAL PESTICIDE | | | | |
|----------------------------|-----------------------|--------|--|--|
| 8 | Azadiractin 3000 ppm | 500 ml | | |
| | | 250 ml | | |
| | | 100 ml | | |
| 9 | Azadiractin 5000 ppm | 500 ml | | |
| | | 250 ml | | |
| | | 100 ml | | |
| 10 | Azadiractin 15000 ppm | 500 ml | | |
| | | 250 ml | | |
| | | 100 ml | | |
| 11 | Azadiractin 25000 ppm | 500 ml | | |
| | | 250 ml | | |
| | | 100 ml | | |
| 12 | Azadiractin 50000 ppm | 500 ml | | |
| | | 250 ml | | |
| | | 100 ml | | |

TERMS & CONDITIONS

- 1) The scope of work involves supply of **Bio-Pesticide & Botanical Pesticide** 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-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 in this office website: www.wbsscl.com and wbtenders.gov.in only.
- 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 | 07-05-2018 18:50 P.M. |
| ii | Bid submission start date (On line) | 07-05-2018 18:55 P.M. |
| iii | Bid Submission closing (On line) | 25-05-2018 2:00 P.M. |
| iv | Bid opening date for Technical Proposals (Online) | 28-05-2018 3:00 P.M. |
| v | Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. (Online). | 29-05-2018 4:00 P.M |
| vi | 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 **Bio-Pesticide & Botanical Pesticide** to be supplied must have adequate shelf-life [at least six (6) month validity period for Bio-pesticides & at least 18 (Eighteen) 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 Bio-Pesticide should be printed on the body of the package in Bengali vernacular (successful manufacturer will have to submit specimen packets of Bio-Pesticide to head office of this Corporation after execution of Agreement). Related information about the Botanical Pesticide should be printed on the body of the package too.
- 8) The manufacturer has to submit separately HSN code & MRP (Maximum Retail Price) of all items under Bio-Pesticide & Botanical Pesticide as stated in BOQ along with other documents (online).
- 9) The manufacturer participating in the bidding process must furnish address of their registered office, e-mail ID & person responsible with contact no. for communication from the WBSSCL.
- 10) Only the manufacturer of respective products/ items can participate in the tender process.
- 11) At least 3 years experiences for supply of Bio-Pesticide & Botanical Pesticide in the Government / Semi-Government / Corporation all over India [at least Rs.1.0 Lakh (Rupees One lakh only) for Bio-Pesticide & Botanical Pesticide in each two of the 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 Bio-Pesticide & Botanical Pesticide.
 - c) Valid registration and manufacturing license of the formulation offered from above.
 - d) Valid Letter of Authorization / License for marketing of Bio-Pesticide & 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 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. 5.0 Lakh (Rupees Five lakh only) & above for Bio-Pesticide & Botanical Pesticide.
- 16) Experience of producing Bio-Pesticide & 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, GSTIN Registration Certificate, CIB Registration Certificate 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.1,50,000/- will have to be submitted through online in the form of Net Banking or RTGS / NEFT as per e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are to be documented through e-filling.
- 20) 10% of the ordered value is to be deducted from the bill of the successful bidder as per existing norms. On application, security deposit will be released after successful completion of work order.
- 21) Payment will be made after receiving confirmation of supply of indented materials (only tested as ‘As per specifications’) from the District units as per supply orders of the Corporations including District units. No advance payment will be made.
- 22) Successful manufacturer/ bidder will have to raise Challan / Bill / GST Invoice etc. of his own or his authorized distributor (Affidavit requires to be submitted) to WBSSCL against supply of indented materials.
- 23) In case of quoted rates of any bidder if found defective (eg. Zero [0] rates) the Tender Inviting Authority will have the authority to reject the bid without assigning any reason.
- 24) TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
- 25) The arrangement under this invitation offer shall come into force with effect from the date of execution of “Agreement”.
- 26) The “Agreement” shall remain effective ordinarily for a period of one year from the date of execution of “Agreement”, which may be extended further with mutual consent between the bidder & WBSSCL unless terminated prematurely by WBSSCL at its discretion and satisfaction. The WBSSCL does not bind itself to adduce any reason for such extension / termination of the Agreement to any bidder but may intimate such reason if it is considered necessary / warranted by circumstances.
- 27) 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.
- 28) All rates / prices quoted 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 apply to during the period of extension of agreement subject to fulfillment of relevant provision of Clause-26.
- 29) (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 30 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-30 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.**
© **In the event of failure to supply of ordered quantity by the L-1 bidder, L-2 and L-3 bidder will be offered to supply the quantity at the L-1 rate.**

30) Penalties for Non-Compliances, Violations and Non-Performance:

The following penalties would be imposed for supply of sub-standard materials or for non-compliance, violation or non-performance of any of the terms and conditions of the tender:

- a. EMD and the entire security deposit would be forfeited. However, if the value of goods involved in such non-compliance, violation or non-performance is less than the total amount of the EMD and the security deposit, the forfeited amount would be restricted to the value of goods involved.
 - b. The supplier will be blacklisted for three years from participation in any tender process of the 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.
- 31) 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.
 - 32) WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
 - 33) 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.
 - 34) 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.
 - 35) All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
 - 30) This tender has been invited from the interested Manufacturers only for supply of Bio-Pesticide & Botanical Pesticide, according to their identity, purpose of application and constitution inherent through the process of production.
 - 31) Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
 - 36) 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.- 325 /1(10)/WBSSCL

Dated :- 07 -05 -2018

Copy forwarded for information and necessary action to:-

- 1) The Secretary, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Director of Agriculture & Ex-officio secretary, 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**

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- 04 / 2018-19 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 deserves 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. 1,50,000/- (Rupees One Lakh Fifty Thousand) 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 & GSTIN.
- iii. Copy of valid Trade License, Manufacturing License, Declaration by the Bidder.
- iv. Copy of upto date Professional Tax Clearance Certificate, copy of the documents of strong R & D wings for Bio-Pesticide & Botanical Pesticide.
- v. Copy of valid Letter of Authorization / License for marketing of Bio-Pesticide & 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, GSTIN, Manufacturing Licence, Letter of Authorization / License for marketing of Bio-Pesticide & Botanical Pesticide in the State of West Bengal. P Tax (Challan) (2016-17). Trade License, IT Returns, Affidavit on self declaration. Declaration by the Bidder |
| 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 original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

FINANCIAL PROPOSAL

10. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the **item wise rate** online through computer in the space marked for quoting rate in the BOQ.
 11. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
 12. Financial capacity of a bidder will be judged on the basis of information furnished.
 13. Penalty for suppression / distortion of facts:
If any tenderer fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
 14. Rejection of Bid:
WBSSCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSSCL's action.
- 15. Award of Contract**
- i) The Bidder who have quoted lowest rate in respect of items mentioned in NIT and BOQ, Award of Contract will be given to him, provided he accepts in writing to execute the whole contract on the basis of item wise lowest rate (L1) quoted by him.
 - ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
