

WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Memo No.: 2385 / WBSSCL

Date : 16 / 01 / 2019

NOTICE INVITING e-TENDER

Tender Reference No. : WBSSCL/MD/KOL/NIT- 30/2018-19

Sub: - Rate contract / empanelment of manufacturers of Plant Protection Chemicals.

Notice inviting e-Tender No.30 dated 16.01.2019 of the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, for **procurement of Plant Protection Chemicals** from the **Bonafide Manufacturers only**. The Manufacturers are requested to submit the offered rate for supply of Plant Protection Chemicals as stated below, the **Cutoff date of supply will be within 15th days** from the date of placement of supply order. **The approx. tender value is Rs. 10.00 (Ten) Crore.**

		Packing	Offered rate to WBSSC inclusive all	
Sl. no.	Name of the Plant Protection Chemicals	size	Charges & GST (as applicable) FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
	INSECTICIDES			
		50 ml		
		100 ml		
1	Chlorpyriphos 20% EC	250 ml		
		500 ml		
		1 Lit.		
		50 ml		
		100 ml		
2	Chlorpyriphos 50% EC	250 ml		
		500 ml		
		1 Lit.		
		25 ml		
		100 ml		
3	Imidachloprid 17.8% SL	250 ml		
		500 ml		
		1 Lit.		
	Acephate 75% SP	100 gm		
4		250 gm		
		500 gm		
		1 Kg		
5		7.5 Kg		
5	Cartap Hydrochloride 4% G	5 Kg		
		3.75 Kg		
		1 Kg		
		25 gm		
		50 gm 100 gm		
6	Cartap Hydrochloride 50% SP	250 gm		
0		500 gm		
		1 Kg		
		100 gm		
7	Thiocyclam Hydrogen Oxalate 4% GR			
,		250 gm		
		500 gm		
8	Buprofezin 25% SC	500 ml		
		1 Lit.		
		20 gm 50 gm		
9	Acetamiprid 20% SP	100 gm		
		250 gm		
		500 gm		
		1 Kg		

		50 gm		
	Fipronil 0.3% GR	100 gm		
10		250 gm		
		500 gm		
		500 gm		
		100 ml		
11	Fipronil 5% EC	250 ml		
		500 ml		
		50 gm		
10	Acephate 50% + Imidachloropid 1.8% SP	100 gm		
12		250 gm		
		500 gm		
		100 ml		
		250 ml		
13	Dicofol 18.5% EC	500 ml		
		1Lit.		
		100 ml		
		250 ml		
14	Ethion 50% EC	500 ml		
		1Lit.		
		50 ml		
15	Spiromesifen 22.9% SC	100 ml		
15	Sphomesnen 22.9% SC	250 ml		
		500 ml		
		100 ml		
16	Propergite 57% EC	250 ml		
		500 ml 1Lit.		
		50 ml		
17		100 ml		
	Profenophos 50% EC	250 ml		
		500 ml		
		1Lit.		
		50 ml		
10		100 ml		
18	Chlorantraniliprole 18.5% EC	250 ml		
		500 ml		
		100 gm		
		250 gm		
19	Chlorantraniliprole 0.4% GR	500 gm		
		1 Kg		
		4 Kg		
		50 ml		
		100 ml		
20	Chlorantraniliprole 20% SC	250 ml		
		500 ml		
		50 ml		
21	Ethofenphos 10% EC	100 ml		
22	Thiacloprid 21.7% SC	50 ml		
		100 ml		

		50 ml		
	Deltamethrin 2.8% EC	100 ml		
23		250 ml		
		500 ml		
		1 Lit.		
		50 ml		
		100 ml		
24	Deltamethrin 11% EC	250 ml		
24	Denamentini 1170 EC	500 ml		
		1 Lit. 50 gm		
		100 gm		
25	Fenvalerate 0.4% DP	250 gm		
		500 gm		
		50 gm		
		100 gm		
26	Carbaryl 50% WP	250 gm		
		500 gm		
		50 gm		
27	Sulphur 80% WP	100 gm		
		250 gm		
		500 gm		
		50 ml		
28	Sulphur 40% SC	100 ml		
	-	250 ml		
		500 ml		
		50 ml		
29	Fenazoquein 10% EC	100 ml		
		250 ml		
		500 ml 50 ml		
		100 ml		
30	Cypermethrin 25% EC	250 ml		
20		500 ml		
		1 Lit.		
		100 ml		
31	Chlorpyriphos 50% + Cypermethrin 5%	250 ml		
51	EC	500 ml		
		1 Lit.		
		1Lit. 5 Lit.		
32	Malathion 50% EC			
ļ		20 Lit.		
		100 ml 250 ml		
		500 ml		
33	Monocrotophos 36% SL	1 Lit.		
		5 Lit.		
		20 Lit.		
		50 ml		
		100 ml		
34	Cypermethrin 10% EC	250 ml		
		500 ml		
		1 Lit.		

		70 1	
		50 ml	
		100 ml	
35	Fenvalerate 20% EC	250 ml	
		500 ml	
		1 Lit.	
		100 ml	
		100 III	
		250 ml	
36	Permethrin 25% EC	500 ml	
		1 Lit.	
		5 Lit.	
		100 ml	
37	Dichlorvos 76% EC	250 ml	
57		500 ml	
		1 Lit.	
		100 ml	
		200 ml	
38	Indoxacarb 14.5% SC		
		500 ml	
		1 Lit.	
		120 gm	
39	Pymetrozine 50% WG		
37	i ymeuozme 5070 WO	250 gm	<u> </u>
		500 gm	
		50 ml	
		100 ml	
		100 III	
40	Novaluron 8.8% EC	250 ml	
		500 1	
		500 ml	
		1 Lit.	
		50 ml	
		100 ml	
		250 ml	
41	Novaluron 5.25% + Indoxacarb 4.5% SC		
		500 ml	
		1 Lit.	
		100 ml	
		250 ml	
42	Fipronil 4% + Acetamiprid 4% SC		
		500 ml	
		1 Lit.	
10		500 gm	
43	Carbofuran 3% GR	1 Kg	
		5 kg	
		100 ml	
44	Lambda Cyhalothrin 2.5% EC	250 ml	
	Zumou Cynufolinin 2.570 LC	500 ml	
		1 Lit.	
		100 ml	
45	Spinosad 2.5% SC	250 ml	
	_	500 ml	
		100 ml	
46	Spinosad 45% SC	250 ml	1
		500 ml	
		20 ml	
47	Spinotorom 11 70/ SC	100 ml	
4/	Spinetoram 11.7% SC		
		180 ml	
		100 ml	
48	Ethion 40% + Cypermethrin 5%EC	250 ml	
10		500 ml	
		1 Lit.	
		25 gm	
49	Flubendiamide 20% WG	100 gm	
49	Fubendianiide 20% WG	250 gm	
		500 gm	
		50 ml	
50	Novaluron 5.25% + Emamectin	100 ml	1
	Benzoate 0.9% SC	250 ml	
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51	Cyantraniliprole 19.8% + Thiamethoxam 19.8% FS	32 ml		
	FUNGICIDES	Packing size	Offered rate to WBSSC inclusive all Charges & Taxes FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
		100 gm		
52	Mancozeb 75% WP	250 gm		
52		500 gm		
		1 Kg		
		50 gm		
53	Mancozeb 50% + Carbendazim 25% WS	100 gm		
		250 gm		
		500 gm		
		50 gm		
54	Cymoxanil 8% + Mancozeb 64% WP	100 gm 250 gm		
	, , , , , , , , , , , , , , , , , , ,	· · · ·		
		500 gm 250 gm		
55	Metalaxyl 35% WS	500 gm		
		50 gm		
		100 gm		
56	Tricyclazole 18% + Mancozeb 62% WP	250 gm		
		_		
		500 gm		
		50 ml		
	Tricyclazole 34.2% + Propiconazole 10.7% SE	100 ml		
57		250 ml		
		500 ml		
		50 gm		
		100 gm		
58	Zineb 68% + Hexaconazole 4% WP	250 gm		
		500 gm		
		1 Kg		
50	Tebuconazole 50% + Trifloxystrobin	100 gm		
59	25% WG	250 gm		
		500 gm 250 gm		
60	Tebuconazole 10% + Sulphur 65% WP	500 gm		
		1 Kg		
		30 gm 100 gm		
61				
	Tebuconazole 25% WG	250 gm		
		500 gm		
		1 kg		
		30 ml		
		100 ml		
62	Tebuconazole 12.5% + Azoxystrobin 12.5% SC	250 ml		
	12.570 50	500 ml		
		1 Lit.		

		50 ml	
		100 ml	
63	Isoprothiolane 40% EC	250 ml	
		500 ml	
		500 ml	
64	Edifenphos 50% EC	100 ml	
		250 ml	
		500 ml	
		50 ml	
		100 ml	
65	Validamycin 3% L	250 ml	
0.5		1 Lit.	
		2.5 Lit.	
		5 lit.	
		50 ml	
		100 ml	
66	Carpropamid 27.8 % SC	250 ml	
		500 ml	
		50 gm	
		100 gm	
67	Iprobephos 50% WP	250 gm	
		500 gm	
		50 gm	
		100 gm	
68	Trifloxystrobin 50% WP	250 gm	
		500 gm	
		50 gm	
		100 gm	
69	Triademefon 75% WP	250 gm	
		500 gm	
		50 gm 100 gm	
70	Copper Oxychloride 50% WP	250 gm	
		500 gm	
		50 gm 100 gm	
71	Carbendazim 50%	250 gm	
/1		500 gm	
		1 Kg	
		100 ml	
		250 ml	
72	Kasugamycin 3% SL	500 ml	
		1 Lit.	
		2.5 Lit.	

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	Krosowy Mothyl 44 20/ SC	100 ml	
73		250 ml	
15	Kresoxy Methyl 44.3% SC	500 ml	
		1 Lit.	
		100 gm	
74	Carbendazim 12% WS + Mancozeb	250 gm	
	63%	500 gm	
75	Myclobutanil 10% WP	500 gm	
15			
		50 ml	
	Azoxystrobin 11% + Tebuconazole	100 ml	
76	18.3% SC	250 ml	
		500 ml	
		1 Lit.	
		100 gm	
77	Captan 50% WP	250 gm	
,,		500 gm	
		1 Kg	
		100 ml	
78	Dinocap 48% EC	250 ml	
		500 ml	
		15 ml	
		50 ml	
		100 ml	
79	Azoxystrobin 23% SC	200 ml	
		500 ml	
		1 Lit.	
		100 ml	
0.0	D	250 ml	
80	Difenconazole	500 ml	
		1 Lit.	
		300 gm	
81	Pyraclostrobin 5% + Metiram 55% WG	600 gm	
		3 Kg	
	HERBICIDES		
		50 ml	
82	Butachlor-50% EC	100 ml	
		250 ml 500 ml	+
		1 Lit.	
		50 gm	
83	Metsulfuron Methyl 10% + Chlorimuron Ethyl 10% WP	100 gm 250 gm	+
		500 gm	
		50 gm	
84	Chlorimuron Ethyl 25% WP	100 gm	
04	Chloriniuron Euryi 25% wr	250 gm	1
		500 gm	+
1			

		50 gm	
85		100 gm	
	Sulfosulfuron 75% WG	250 gm	
		500 gm	
86	Oxadiargyl 80% WS	50 ml	
80	Oxadiargyi 80% WS	250 ml	
87		50 gm	
07	Ethoxysulfuron 15% WSG	100 gm	
		250 gm	
		500 gm	
88		50 gm	
00	Ethoxysulfuron 60% WG	100 gm	
		250 gm	
		500 gm	
		50 ml	
89	Imazethapyr 10% SL	250 ml	
	mazemapyi 1070 SL	500 ml	
		1 Lit.	
		50 ml	
		100 ml	
90	Oxadiazone 25% EC	250 ml	
		500 ml	
		100 ml	
91	Oxyflurorfen 23.5% EC	250 ml	
		500 ml	
		50 ml	
92	Cyhalofop butyl 10% EC	100 ml	
2		250 ml	
		500 ml	
		50 ml	
93	2.4 D Ethyl Ester 280/ EC	100 ml 250 ml	
	2,4 - D Ethyl Ester 38% EC	500 ml	
		1 Lit.	
		50 gm	
		100 gm	
94	2,4 - D Ethyl Ester 20% WP	250 gm	
		500 gm	
		50 gm	
0.5		100 gm	
95	Isoprotron 75% WP	250 gm	
		500 gm	
		50 gm	
		100 gm	
96	Atrazine 50% WP	250 gm	
		500 gm	
		1 Kg	

		50 ml		
		100 ml		
97	Propaquizafop 10% EC	250 ml		
		500 ml		
		1 Lit.		
		100 ml		
	Oxyflourfen 12% + Propaquizafop 5%	350 ml		
98	EC	500 ml		
		1 Lit.		
		50 ml		
		100 ml		
99	Fluchloralin 45% EC	250 ml		
		500 ml		
100	Quizalofop Ethyl 10% EC	150 ml		
100	Quizatorop Euryr 10% EC	250 ml		
		250 ml		
101	Paraquatdishloride 41% SL	500 ml		
		1 Lit.		
		100 ml		
		250 ml		
100		500 ml		
102	Oxyfluorfen 2.5% + Glyphosate 41% SC	1 Lit.		
		5 Lit.		
		20 Lit.		
		250 gm		
103	Pyrazosulfuron Ethyl 0.15% + Pretilachlor 6% G	500 gm		
		1 Kg		
		5 ml		
104	D 1 21 74 60	37.5 ml		
104	Penoxsulam 21.7% SC	100 ml		
		250 ml		
		100 ml		
		250 ml		
105	Penoxsulam 2.67% SC	400 ml		
		1 Lit		
		2 Lit.		
106	Penoxsulam 1.02% + Cyhalofop butyl	100 ml		
100	5.1% OD	250 ml 1 Lit.		
		1 Lit. 100 ml		
107	Haloxyfop R Methyl 10.5%	250 ml		
	11ai0xy10p K Wielliyi 10.3%	400 ml		
		250 gm		
108	Diuron 80% WP	500 gm		
		1 Kg		
109		2 Lit.		
107	Pinoxaden 5.1% EC	400 ml		

		100 1	
	Sodium Acifluorfen 16.5% + Clodinafoppropargyl 8% EC	100 ml	
110		400 ml	
		1 Lit.	
	Sulfosulfuron 75% WG + Metsulfuron	16 gm	
111	Methyl 5% WG	100 gm	
		250 gm	
		100 gm	
112	Flucetosulfuron 10% WG	250 gm	
112	Fracciosultation 10% wG	500 gm	
		1 Kg	
		100ml	
113	Propanil 60 DF	250ml	
		500ml	
		50 ml	
		100 ml	
114	Bispyribac Sodium 10% SC	200 ml	
		500 ml	
	BACTERICIDE		
115	Streptomycin Sulphate + Tetracycline Hydrochloride 90:10 SP	6 gm	
	Insecticide		
		100 ml	
116		250 ml	
110	Quinalphos 20% + Cypermethrin 3% EC	500 ml	
		1 Lit.	
		100 ml	
		250 ml	
117	Bifenthrin 10% EC	500 ml	
		1 lit.	
	Euncicidae	1 III.	
118	Fungicides Cyazofamid 34.5% SC	80 ml	
110		500 gm	
119	Mancozeb 75% WG	1 Kg	
		25 gm	
		100 gm	
120	Captan 70%+Hexaconazole 5% WP		
		250 gm	
		500 gm	
	Kresoxim Methyl 18%+Mancozeb 54%	250 gm	
121	WP	500 gm	
		1 kg	
	Kresoxim Methyl 15%+Chlorothalonil	100 gm	
122	56% WG	250 gm	
		500 gm	
	Kresoxim Methyl 40%+Hexaconazole	100 gm	
123	8% WG	250 gm	
		500 gm	

	Herbicides			
124	Sodium Acifluorfen 16.5% + Clodinafop	200 ml		
124	Propargyl 8% EC	400 ml		
125	Metribuzin 42% + Clodinafop Propargyl 12% WG	200 gm		
126	Haloxyfop R Methyl 10.5% EC	100 ml		
120	Haloxylop K Meulyl 10.5% EC	400 ml		
127		250 ml		
127	Pyrithiobac sodium 10% EC	500 ml		
	Enhancer			
		250 ml		
128	Ortho Salicylic Acid 2%	500 ml		
		1 lit		

TERMS & CONDITIONS

- 1) The scope of work involves supply of Plant Protection Chemicals as per procurement requirement of WBSSCL, orders to be placed from Headquarter and District level for supply of the items mentioned above in different district Head Quarters of West Bengal.
- 2. The responding Manufacturer hereinafter referred as 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 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 contingent requirement immediately.
- 3. In the event of e-filling, intending bidder may download the tender document from the website http://wbtenders.gov.in directly with the help of Digital Signature Certificate. 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 <u>http://wbtenders.gov.in</u> Submission of Technical &Financial Bid will be done as per time schedule stated below. The manufacturers must put the item wise rate in the BOQ.

Sl.No.	Particulars	Date & Time
i	Publishing & Documents download Start Date	17 -01-2019 06:55 P.M.
ii	Bid submission start date (Online)	17-01-2019 06:55 P.M.
iii	Bid Submission closing (Online)	11-02-2019 02:00 P.M.
iv	Bid opening date for Technical Proposals (Online)	13-02-2019 03:00 P.M.
v	Date of uploading list for Technically Qualified Bidder (or after disposal of appeals, if any. (Online).	13-02-2019 04:00 P.M
vi	Date for opening of Financial Proposal (Online)	After finalization of technically qua bidders financial proposal be fir 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 Plant Protection Chemicals to be supplied must have adequate shelf-life (at least 18 month validity period from the date of supply) to facilitate its use over a reasonable period of time.
- 7. Related information about the Plant Protection Chemicals should be printed on the body of the package/ container preferable in local language.
- 8. Claim of Patent in respect of any item requires to be supported by authentic documents.
- 9. The manufacturer has to submit separately MRP (Maximum Retail Price) & HSN code of all items eg. Insecticides, Fungicide, Herbicide & Bacteriocides as stated in BOQ along with other documents (online). GST will be applicable as per extant provision of Rules thereof.
- 10. The manufacturer participating in the bidding process must furnish address of their registered office, email ID & person responsible with contact no. for communication from the WBSSCL.
- 11. Only the **manufacturer** of respective product/ items above can participate in the tender process.

- 12. Intending bidders should have adequate experience in supplying Plant Protection Chemicals to the Government / Semi-Government / Corporation all over India (at least Rs. 50.0 (Fifty) Lakh per annum for three (3) years within the preceding five years) or, should submit authenticated and acceptable reports & returns (item wise) of business done in the State of West Bengal (both physical & financial) in the last five years. Total volume of the business in the State should be at least or more than 1 (One) Crore for three (3) years within the preceding five years. Mere, submission of work order shall not carry any weightage on financial credential.
- 13. 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) Valid registration and manufacturing license of the formulation offered from above.
- c) Strong R & D wing for offered Plant Protection Chemicals.
- d) Valid Insecticides License for marketing of offered Plant Protection Chemicals in the State of West Bengal.
- 14. The manufacturers participating in the bidding process must submit proforma report on technical particulars of offered plant protection chemicals only in enclosed Annexure-I
- 15. The Manufacturer should have wide Marketing Network in National Level including West Bengal in order to fulfill delivery target to district level across the state of West Bengal within prescribed time limit.
- 16. 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 that the intending 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 along with disqualification from the bidding process as to be decided by the Corporation.
- 17.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. 50.00 Crore (minimum).
- 18.Experience of producing Plant Protection Chemicals should be supported by published documents and established competence of the personnel deployed for such production.
- 19.Copy of valid Manufacturing License, Trade License, Letter of Authorization / License of Marketing of Plant Protection Chemicals in West Bengal, GSTIN, PAN and, CIB Registration Certificate should accompany the application.
- 20.Location of the Production unit and quantity produced during the last Three years should be furnished by the Manufacturer.
- 21. The EMD Rs. 20,00,000/- (Rupees Twenty Lakh) 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 required to be documented through e-filling.
- 22.10% 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.
- 23.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.
- 24.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.
- 25. 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 thereof.
- 26.TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
- 27. The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- 28. 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.

- 29. 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.
- 30.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 be in use during the period of extension of agreement subject to fulfillment of relevant provision of Clause-28.
- (a). In respect of any consignment declared "Sub-standard" / "Not according to specification" by notified laboratory of the State Government / State Agricultural Universities / other authorized officer against sample drawn and submitted by Quality-Control-Inspector of the concerned district as per relevant rules, no payment will be made to the suppliers and penal action will be taken **as per para 31 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-31 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.

31. Penalties for Non-Compliances, Violations and Non-Performance:

- The following penalties would be imposed for supply of sub-standard materials or for noncompliance, 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.
- 32. 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.
- 33. WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
- 34. 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.
- 35. 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.
- 36. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.

- 37. This tender has been invited from the interested Manufacturers only for supply of Plant Protection Chemicals, according to their identity, purpose of application and constitution inherent through the process of production.
- 38. Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
- 39. 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.- 2385 / 1(10)/WBSSCL

Copy forwarded for information and necessary action to:-

- 1) The Additional Chief Secretary, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 2) The Secretary, Department of Agriculture, Writers' Building, Kol-1
- 2) The Director of Agriculture, Government of West Bengal, Jessop Buildings, Kolkata - 700 001.
- 3) The Finance & Accounts Officer, WBSSC LTD., Kolkata.
- The Members of Tender Evaluation Committee of this Office (All). 4)
- The Administrative Office for publicity through Notice Board & website of this office. 5)

Sd/-

MANAGING DIRECTOR WEST BENGAL STATE SEED CORPORATION LIMITED

Dated :- 16 - 01 - 2019

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-30 / 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 reserves right to initiate actions as deemed fit

Place:

Date:

(To be digitally signed by the Bidder)

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 <u>https://wbtenders.gov.in</u> 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) Statutory Cover containing the following documents:

- Challans / Documents from e-portal for submission of Rs. 20,00,000/- (Rupees Twenty Lakh) towards Earnest Money Deposit (EMD) as prescribed in the N.I.T. in favour of the West Bengal State Seed Corporation Limited, Payable at Kolkata.
- ii. Self declaration as per Clause-16, Copy of GSTIN, PAN, Annexure-I, Declaration by the Bidder.
- iii. Copy of valid Trade License, Manufacturing Licence.
- iv. Copy of upto date Professional Tax Clearance Certificate, CIB Registration Certificate.
- v. Copy of valid Letter of Authorization / License for marketing of Plant Protection Chemicals 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:

- 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.

Sl. No.	Category Name	Sub-Category Description	Detail (s)			
А.	Certificate(s)	Certificate(s)	PAN, GSTIN, CIB Registration, Manufacturing Licence, Letter of Authorization / License for marketing of Plant Protection Chemicals in the State of West Bengal. P Tax (Challan) (2018-19). Trade License. Self declaration as per Clause-16, Annexure-I, Declaration by the Bidder			
В.	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), Production Capacity and other			
D.	Man Power	Technical Personnel	List of Technical Staffs along with qualification. Structures & Organization (as per N.I.T.)			

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

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.
- 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.

Annexure-I :- Proforma report on Technical particulars of offered P.P. Chemicals

Name of the bidding compa ny	Name of self- manufacturing Chemicals being offered	Pack sizes being offered	CIB Reg. No. for Technical of offered Chemical	CIB Reg. No. for Formulation of offered Chemical	Valid manufacturin g License No. for offered Chemical with issuing authority	Manufacturing address of chemicals being offered	License to sell insecticides in the State from JDA (PP & QC), WB with No. & validity period (in Form-VIII) (* Offered chemicals must be name in the license)	MRP of the offered chemicals as per pack sizes (It should be official trade MRP of the State)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)

N.B. Bidder must submit the above particulars of offered chemicals only for facilitating technical evaluation . Documents of above furnished particulars have to be uploaded along with other requisite documents without fail.