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| Website: – [www.wbsscl.com](http://www.wbsscl.com) e-mail:- wbsscl@gmail.com  |

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| logo_seed |  **West Bengal state seed corporation limited** **(A Govt. of West Bengal Company)** **Registered Head Office: 6, Ganesh Chandra Avenue, Kol-13** |
|  ***Memo No. 1200 / WBSSCL*** |  ***Date: 18/10/2019*** |

**NOTICE INVITING Re e-TENDER**

**Tender Reference No : WBSSCL /MD/KOL/NIT- 16/2019-20**

 **Sub: - Rate contract / empanelment of Manufacturer / Importers for supply of Straight**

 **Micronutrient Disodium Octaborate Tetrahydrate (Boron 20%).**

Notice inviting Re e-Tender No. 16 dated 18.10.2019 from the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, for procurement of Straight Micronutrients Disodium Octaborate Tetrahydrate (Boron 20%)from the bonafide Manufacturers / Importers only. The Manufacturer / Importers are requested to offer rate for supply of Disodium Octaborate Tetrahydrate (Boron 20%) as stated below. The Cutoff date of supply will be within 15 days from the date of placement of supply order. **The approx. tender value is Rs. 70000000.00 (Seven Crore).**

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| --- | --- | --- | --- | --- | --- |
| **Sl.****no.** | **Name of Straight Micronutrient** | **Packing****size** | **Offered rate to WBSSCL inclusive of all Charges & GST (as applicable)FOR (Freight on Road) to District delivery in Rs.** | **HSN code** | **M.R.P.****in Rs.** |
| 1 | **Disodium Octaborate Tetrahydrate****(Boron 20%)** | **250 gm** |  |  |  |
| **100 gm** |  |  |  |

**TERMS & CONDITIONS**

1. The scope of work involves supply of Micronutrient (Boron 20%) 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 / Importer 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) across the State of West Bengal(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 / Importer outside West Bengal) to meet up any 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 at this office website [www.wbsscl.com](http://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 / Importer must put the item wise rate in BOQ.

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| --- | --- | --- |
| **Sl. No.** | **Particulars** | **Date & Time** |
| i | Publishing & Documents download Start Date | **21-10-2019 06:55 P.M.** |
| ii | Bid submission start date (Online) | **21-10-2019 06:55 P.M.** |
| iii | Pre-bid meeting | **05-11-2019 01.00 P.M.** |
| iv | Bid Submission closing (Online) | **13-11-2019 02:00 P.M.** |
| v | Bid opening date for Technical Proposals (Online) | **15-11-2019 03:00 P.M.** |
| vi | Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. (Online). | **15-11-2019 05:00 P.M** |
| vii | Date for opening of Financial Proposal (Online) |  After finalization of technically qualified bidders financial proposal be finalized within 21 days. |

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1. The Products offered must be in strict compliance to various provisions of FCO,1985 and as amended from time to time (Schedule I(g), Part A).
2. Micro Nutrient (Boron 20%) 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.
3. Related information about the Boron 20% should be printed on the body of the package/ container.
4. **The Manufacturer / Importer has to submit separately MRP (Maximum Retail Price) and HSN code of Boron 20% as stated in BOQ along with other documents (online). GST will be charged as per extant provisions of Rules & changes thereof.**
5. The Manufacturer / Importer participating in the bidding process must furnish address of the registered office, e-mail ID & person responsible with contact no. in letter head duly signed by the authorized signatory for communication from the WBSSCL. All correspondence under this contract shall be served/ delivered by e-Mail to / from the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, 5th Floor, Kolkata-700 013, e-Mail ID-wbsscl@gmail.com. All correspondence to be communicated from this e-mail be treated as official.
6. Only the **Manufacturer / Importer** of respective product/ items can participate in the tender process.
7. a. Intended bidders should have adequate experience in production and supply of micronutrients for last 3 (Three) years. Out of which supply of same to the Government / Semi-Government / Corporation / Co-operatives (Registered) all over India to the tune of (i) atleast Rs. 20 lakh per year in any of the two preceding (ii) or, Rs.40 lakh in total of all orders obtained during last 3 preceding years should be fulfilled as financial credential and for which necessary work orders along with payment certificate should be submitted positively.

b. Tenderer without requisite credentials as mentioned above at 11. a.(i) & (ii) may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee @2% of the Contract value from SBI & its Associates Banks / the other Public Sector Banks will be given, if selected. The format of the Bank Guarantee to be provided in such cases in at Annexure-I.

1. **The Manufacturer / Importer must possess:**

a) Valid manufacturing / import license of the product offered.

b) Valid Letter of Authorization / License for marketing of offered Micro Nutrients (Straight) in the State of West Bengal.

c)The offered Straight Micronutrients shall be in strict compliance of various provisions of Fertilizer control order (FCO), 1985.

1. The Manufacturer / Importer should be capable of fulfilling delivery target to the district level all over West Bengal within prescribed time limit and as per instructions of the Corporation.
2. The each and every Manufacturer / Importer/ 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 bidding Manufacturer / Importer 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.
3. Copy of the audited Annual Report (**only P&L A/c portion**) along with Income Tax Return File for last 3 years to substantiate financial capabilities should be produced. **The Manufacturer / Importer should have annual turnover of Rs. 5 (Five) Crores (minimum).**
4. Copy of valid Manufacturing / Import License, Trade License, Letter of Authorization / License for marketing in West Bengal, PAN, GSTIN Registration Certificate & Bank Solvency Certificate for value Rupees Two Crores should accompany the application.
5. Location of the storing point and quantity supplied during the last three years should be furnished by the Manufacturer / Importer.

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1. The EMD Rs.14,00,000/- 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. 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.
2. 10% of the ordered value is to be deducted from the bill of the successful bidder towards security deposit. On application security deposit will be released after successful completion of work order.
3. 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 and receiving quality test report from the competent authority as per clause 27 (a). No advance payment will be made.
4. Successful Manufacturer / Importer will have to raise Challan / Bill / GST Invoice etc. of his own to WBSSCL against supply of indented materials. Successful Manufacturer / Importer may appoint Authorized Distributor for supply of materials for which an Affidavit is to be submitted duly signed by the First Class Judicial Magistrate.
5. TDS may be applicable as per provision of extant Rules and subsequent amendments thereof.
6. The arrangement under this invitation offer shall come into force with effect from the date of execution of“Agreement”.
7. The “Agreement” shall remain effective for a period of two years (731 days) from the date of execution of an “Agreement”, which may be extended for 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.
8. The successful bidders / Manufacturer / Importers 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 / Importer (s) at his/their own cost) of Rs. 50/- within Five working days from the date of receipt of rate acceptance letter from the Managing Director, WBSSC Ltd. and if applicable, an additional sum equivalent to 2% of the value of contract, in terms of the undertaking provided by the tenderer for relaxation of eligibility conditions / credentials, in the form of an irrevocable and unconditional Bank Guarantee issued by SBI & its Associats Bank / other Public Sector Bank in the format prescribed in Annexure-I which shall be enforceable till Six (6) months after expiry of Contract period.
9. All rates / prices quoted and Trade Discount offered to WBSSCL shall remain valid two years 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-24.
10. a) In respect of any consignment declared “Sub-standard” / “Not according to specification” by notified laboratory of the State Government / State Agricultural Universities / Other notified laboratory / 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-28 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 / Importer must have to replace the NR / Sub Standard / not as per specification stock immediately after intimation for timely execution of the supply order.

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 b) In case of failure to effect supply of the ordered quantity within the stipulated date, supply order will be deemed as cancelled and penal action will be **taken as per Para-28 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.

1. **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:

1. 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.

 29) 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.

1. WBSSCL reserves the right to consider / reject any or all offers invited under the present tender without assigning any reason thereof.
2. 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.
3. 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.
4. All disputes and Court cases are subject to the Jurisdiction of the Hon’ble Calcutta High Court only.
5. This tender has been invited from the interested Manufacturer / Importers only for supply of Boron 20% , according to their identity, purpose of application and constitution inherent through the process of production.
6. Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
7. No conditional offer will be accepted.
8. 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.
9. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.

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1. 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.
2. 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.- 1200 /1(10)/WBSSCL. Dated :- 18 -10 -2019**

Copy forwarded for information and necessary action please to:-

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

 **Sd/-**

 **MANAGING DIRECTOR**

 **WEST BENGAL STATE SEED CORPORATION LIMITED**

**Declaration by the Bidder**

1. I/ We have read and understood the NIT, Terms & Conditions as contained in this Tender Ref. No. WBSSCL/MD/KOL/ NIT- 16/2019-20 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)**

**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 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 above 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).

**Cost of Bidding :**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the ‘Managing Director, West Bengal State Seed Corporation Ltd (WBSSCL), Kolkata hereinafter referred to as “the Purchaser”, shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**Amendment of Bidding Documents :**

a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website; <https://wbtenders.gov.in> under “Published Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender through the West Bengal Government e-Procurement Portal website; <https://wbtenders.gov.in>

b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have participated in this tender through the West Bengal Government e-Procurement Portal website; <https://wbtenders.gov.in> .

c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum he will be allowed to give updated bid again without any additional cost of bid document or bidding security. In that case his updated bid will be taken up for evaluation.

**Preparation of Bids**

a. All the interested bidders are requested to read the bid document carefully before submission of their bid.

b. Language of Bid: The bid prepared by the Bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language or in Bengali language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or in Bengali language in which case, for purpose of interpretation of the Bid, the translation shall govern.

 **Technical Proposal:**

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

1. **Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:**
	* 1. Challans / Documents from e-portal for submission of Rs. 14,00,000/- (Rupees Fourteen 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.
		2. Self-declarationasper clause no.14, copy of report as per Clause-15 , PAN, GSTIN &Bank Solvency Certificate for value Rupees Two Crores should accompany the application.
		3. Copy of valid Trade License, Manufacturing / Import License, Declaration by the Bidder.
		4. Copy of upto date Professional Tax Clearance Certificate.
		5. Copy of valid Letter of Authorization / License for marketing of Micro Nutrient (Straight) 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**.

1. **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 Production Capacity / Import , Audited P & L A/c portion (Annual Report) & IT Return as per respective clause(s), 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.

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| --- | --- | --- | --- |
| **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 Micro Nutrient in the State of West Bengal. P Tax (Challan) (2018-19). Trade License. Self-declarationasper clause no.14, Declaration by the Bidder. Bank Solvency Certificate for value Rupees Two Crores. |
| B. | Company Detail(s) | Organization Details | Proprietorship Firm (Trade License)Partnership Firm(Partnership Deed, Trade License)Ltd. Company(Incorporation Certificate, Trade License), Society(Society Registration Copy, Trade License), Power of Attorney. |
| C. | Credential & other | Credential & Other | Similar nature of work done & completion certificate which is applicable for eligibility in this tender. Audited Annual Report (P & L A/c) & IT Return, Production Capacity and other |
| 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.

* + - 1. 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).

* + - 1. Intending tenderers may remain present if they so desire.
			2. 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.
			3. Decrypted (transformed into readable formats) documents of the statutory & non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
			4. Summary list of technically qualified tenderers will be uploaded online.
			5. 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.
			6. 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**

* + - 1. 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.
			2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
			3. Financial capacity of a bidder will be judged on the basis of information furnished.
			4. 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.

* + - 1. 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.

* + - 1. **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** to Tender Reference No.: WBSSCL/MD/KOL/NIT- 16/2019-20 dated 18/10/2019)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND**

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

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

 To

The Managing Director

West Bengal State Seed Corporation Ltd. (WBSSCL)

6, Ganesh Chandra Avenue, 5th Floor,

Kolkata-700 013, West Bengal//

Bank Guarantee No. Date:

LETTER OF GUARANTEE

WHEREAS M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Supplier) and West Bengal State Seed Corporation Ltd. (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide AWARD OF CONTRACT (AOC)/ LETTER OF INTENT (LOI) No. …………….. Dated …………… (hereinafter called the Rate Contract) for the supply of \_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) M.T. of Boron 20% of pack sizes 100 gm / 250 gm (hereinafter referred to as ITEM) on the terms and conditions mentioned therein.

1. We, …………………………………… (name of bank & branch) at request of the Supplier, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. 14.00 lakh (Rupees Fourteen Lakh) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SUPPLIER of any of the terms and conditions of the said Rate Contract and/ or in the performance of the said Rate Contract by the SUPPLIER. We agree that the decision of the PURCHASR as to whether any breach of any of the terms and conditions of the said Rate Contract or in the performance thereof has been committed by the SUPPLIER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.
2. We, …………………………………… (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable (a) in conformity with clause-25 thereunder of the concerned tender documents or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, ……………………….. (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, …………………………. (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payment undr this

LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to the effect from the PURCHASER on demand and without protest or demur.

1. We, …………………………………… (name of bank & branch) undertake not to revoke this Guarantee during its currency without prior written consent of the PURCHASER.
2. We, …………………………………… (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Rate Contract or to extend the time of performance of the said Contract by the SUPPLIER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Contract and We, …………………………………… (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SUPPLIER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
3. We, …………………………………… (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto the period as per provision stated in clause-24 of tender documents and the same shall be extended further according to the provisions contained herein above.
4. We, …………………………………… (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SUPPLIER and/ or the PURCHASER.
5. We, …………………………………… (name of bank & branch) hereby further agree that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Kolkata situated at ……….

……………………………………………….. (Address of local branch at Kolkata).

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

 FOR AND ON BEHALF OF

 (Name of Bank & Branch)

 Signature:

 Name:

 DULY CONSTITUTED ATTORNEY & AUTHORIZED SIGNATORY

 Designation:

 (Name of Bank & Branch)

**CHECKLIST FOR PERFORMNCE BANK GUARANTEE**

Name of the Bidder submitting BG for PBG:

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

Name of the Bank issuing BG:

Branch issuing BG:

BG No.:

BG Value:

BG Date:

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

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

**Signature of the Tenderer/ Bidder**

 **Date:**