

**WEST BENGAL STATE SEED CORPORATION LIMITED****(A Govt. of West Bengal Company)**

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

Memo No. : 1274/ WBSSCL

Date : 25 / 10 / 2019

NOTICE INVITING Re e-TENDER**Re Tender Reference No. : WBSSCL/MD/KOL/NIT- 17/2019-20****Sub: - Rate contract / empanelment of manufacturers of Plant Protection Chemicals.**

Notice inviting re e-Tender No.17 dated 25.10.2019 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. 5.00 (Five) Crore.**

Sl. no.	Name of the Plant Protection Chemicals	Packing size	Offered rate to WBSSC inclusive all Charges & GST (as applicable) FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
	INSECTICIDES			
1	Chlorpyriphos 20% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
2	Chlorpyriphos 50% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
3	Acephate 75% SP	100 gm		
		250 gm		
		500 gm		
		1 Kg		
4	Fipronil 0.3% GR	50 gm		
		100 gm		
		250 gm		
		500 gm		
5	Fipronil 5% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
6	Dicofol 18.5% EC	100 ml		
		250 ml		
		500 ml		
		1Lit.		
7	Profenophos 50% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1Lit.		

Sl. no.	Name of the Plant Protection Chemicals	Packing size	Offered rate to WBSSC inclusive all Charges & GST (as applicable) FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
8	Thiacloprid 21.7% SC	50 ml		
		100 ml		
9	Deltamethrin 2.8% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
10	Deltamethrin 11% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
11	Fenvalerate 0.4% DP	50 gm		
		100 gm		
		250 gm		
		500 gm		
12	Chlorpyrifos 50% + Cypermethrin 5% EC	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
13	Fenvalerate 20% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
14	Dichlorvos 76% EC	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
15	Fipronil 4% + Acetamiprid 4% SC	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
16	Carbofuran 3% GR	500 gm		
		1 Kg		
		5 kg		
17	Lambda Cyhalothrin 2.5% EC	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
18	Chlorantraniliprole 18.5% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
19	Novaluron 5.25% + Enamectin Benzoate 0.9% SC	50 ml		
		100 ml		
		250 ml		
20	Spinosad 45% SC	100 ml		
		250 ml		
		500 ml		
21	Indoxacarb 14.5% SC	100 ml		
		200 ml		
		500 ml		
		1 Lit.		

Sl. no.	Name of the Plant Protection Chemicals	Packing size	Offered rate to WBSSC inclusive all Charges & GST (as applicable) FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
22	Quinalphos 20% + Cypermethrin 3% EC	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
23	Spinetoram 11.7% SC	20 ml		
		100 ml		
		180 ml		
FUNGICIDES				
24	Validamycin 3% L	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
		2.5 Lit.		
25	Trifloxystrobin 50% WP	50 gm		
		100 gm		
		250 gm		
		500 gm		
		500 gm		
26	Copper Oxychloride 50% WP	50 gm		
		100 gm		
		250 gm		
		500 gm		
27	Kasugamycin 3% SL	100 ml		
		250 ml		
		500 ml		
		1 Lit.		
		2.5 Lit.		
28	Carbendazim 12% WS + Mancozeb 63%	100 gm		
		250 gm		
		500 gm		
29	Azoxystrobin 11% + Tebuconazole 18.3% SC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
30	Azoxystrobin 23% SC	15 ml		
		50 ml		
		100 ml		
		200 ml		
		500 ml		
		1 Lit.		
31	Mancozeb 75% WG	500 gm		
		1 Kg		
32	Captan 70%+Hexaconazole 5% WP	25 gm		
		100 gm		
		250 gm		
		500 gm		
33	Kresoxim Methyl 18%+Mancozeb 54% WP	250 gm		
		500 gm		
		1 kg		

Sl. no.	Name of the Plant Protection Chemicals	Packing size	Offered rate to WBSSC inclusive all Charges & GST (as applicable) FOR (Freight on Road) to District delivery in Rs.	MRP in Rs.
	HERBICIDES			
34	Sulfosulfuron 75% WG	50 gm		
		100 gm		
		250 gm		
		500 gm		
35	Oxadiargyl 80% WS	50 ml		
		250 ml		
		500 ml		
36	2,4 - D Ethyl Ester 38% EC	50 ml		
		100 ml		
		250 ml		
		500 ml		
		1 Lit.		
37	2,4 - D Ethyl Ester 20% WP	50 gm		
		100 gm		
		250 gm		
		500 gm		
38	Quizalofop Ethyl 10% EC	150 ml		
		250 ml		
39	Pyrazosulfuron Ethyl 0.15% + Pretilachlor 6% G	250 gm		
		500 gm		
		1 Kg		
40	Bispyribac Sodium 10% SC	50 ml		
		100 ml		
		200 ml		
		500 ml		

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-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 manufacturers must put the item wise rate in the BOQ.

Sl. No.	Particulars	Date & Time
i	Publishing & Documents download Start Date	25 -10-2019 06:55 P.M.
ii	Bid submission start date (Online)	25-10-2019 06:55 P.M.
	Pre bid meeting	08-11-2019 01.00 P.M.
iii	Bid Submission closing (Online)	20-11-2019 12:00 P.M.
iv	Bid opening date for Technical Proposals (Online)	22-11-2019 01:00 P.M.
v	Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. (Online).	22-11-2019 05:00 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 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. **The manufacturer has to submit separately MRP (Maximum Retail Price) & HSN code of all items eg. Insecticides, Fungicide, Herbicide as stated in BOQ along with other documents (online). GST will be applicable as per extant provision of Rules thereof.**
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. (i) Only the **manufacturer** of respective product/ items above can participate in the tender process.
(ii) 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.
11. **The manufacturers participating in the bidding process must submit proforma report on technical particulars of offered plant protection chemicals only in enclosed Annexure-I**
12. 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.
13. The each and every manufacturer/ bidder participating in the bidding process must submit an affidavit (Notarized) 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.

14. 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. 40.00 Crore (minimum).**
15. Intending bidders should have adequate experience in supplying Plant Protection Chemicals (i) to the Government / Semi-Government / Corporation all over India (at least Rs. 40.0 (Forty) Lakh per annum for three (3) years within the preceding five years) or (ii) must have submitted authenticated and acceptable reports & returns (item wise) of business done in the State of West Bengal (both physical & financial) in the last five years (atleast one crore each of the year) or Tenderer without requisite credentials as mentioned above at (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-II.
16. Experience of producing Plant Protection Chemicals 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, PAN and, 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. 10,00,000/- (Rupees Ten 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://wbenders.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are required to be documented through e-filing. The bidders who have selected as successful bidder through this office e-Tender Ref. No. WBSSCL/MD/KOL/NIT-30/2018-19, are not required to submit EMD for this tender but challan / bank's copy of EMD submitted for NIT-30 is required to be documented through e-filing.
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 'R') 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 thereof.
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 be in use 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-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.

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.
 36. 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.
 37. Bids submitted by the bidder if not complying any of the Terms and Conditions above is liable to be summarily rejected.
 38. No conditional offer will be accepted.
 39. 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.
 40. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
 41. 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.- 1274 / 1(10)/WBSSCL

Dated :- 25 -10 - 2019

Copy forwarded for information and necessary action to:-

- 1) The Secretary, Government of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 2) The Secretary, 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) The Administrative Office for publicity through Notice Board & website of this office.

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-17/ 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 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:

- i. Challans / Documents from e-portal for submission of Rs. 10,00,000/- (Rupees Ten 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-13, 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.

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, 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-13, Annexure-I, 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. 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.)

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
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.

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 _____ (_____) Plant Protection Chemicals in different pack sizes (hereinafter referred to as ITEM) on the terms and conditions mentioned therein.

2. 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. 10.00 lakh (Rupees Ten 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 PURCHASER 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.
3. 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 under 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.

4. We, (name of bank & branch) undertake not to revoke this Guarantee during its currency without prior written consent of the PURCHASER.

5. 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.

6. 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.

7. 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.

8. 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: