



WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Memo No. 1959 / WBSSCL

Date: 19 / 01 / 2018

NOTICE INVITING Re e-TENDER

Tender Reference No. : WBSSCL/MD/KOL/NIT- 36/2017-18

Sub : Submission of rate for supply of 1 Kg & 2 Kg capacity cloth bag.

Notice Inviting e-Tender No.36 dated- 19/01/2018 of the Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, Kol-13. Managing Director, WBSSC Ltd., invites e-tender from the bonafied supplier for submission of rate for **supply of 1 Kg & 2 Kg capacity cloth bag. The Cutoff date of supply will be within 15 days** from the date of placement of supply order. **The approx. tender value is Rs. 20,00,000 (Twenty lakh only).**

The particulars of cloth bag and specifications are as given below:-

(Submission of Bid through online)

Sl. No.	Item Description	Tentative requirement (In Nos.)	No. of Bags to be packed in each Truss (Bundle)
01	<p><u>CLOTH BAG (1 Kg. Capacity)</u> Size = 30.0 x 20.0 Cms. Selvedge ;Ends x Picks – 270 x 220 (per dm.) Bag weight – 12 g. in dry condition. Made from Markin Cloth – Bleached & Polished. Markin Cloth dyed with Green Colour. Bleached & Polished. Strictly as per I.S. 1244-1990, Variety No.5, Weight of Cloth – 90 g./ m² <u>Stitching</u> – Side and Bottom are folded inside and stitched with one Row of stitch by cotton thread <u>ToleranceLimit</u> = ± 5% for Ends, Picks & Bag Weight <u>BreakingStrength</u> = (5 x 20 cms.), Warpway – 20 Kgf. And Weftway- 16Kgf. <u>Branding</u> = Both side bi-colour as per Corporation’s design and supplier’s ‘Code Mark’ at bottom.</p>	3,00,000	1000
02	<p><u>CLOTH BAG (2 Kg. Capacity)</u> Size = 40.0 x 25.0 Cms. Selvedge ; Ends x Picks – 270 x 220 (per dm.) Bag weight – 19 g. in dry condition. Made from Markin Cloth – Bleached & Polished. Markin Cloth dyed with Green Colour. Bleached & Polished. Strictly as per I.S. 1244-1990, Variety No.5, Weight of Cloth – 90 g./ m² <u>Stitching</u> – Side and Bottom are folded inside and stitched with one Row of stitch by cotton thread <u>ToleranceLimit</u> = ± 5% for Ends, Picks & Bag Weight <u>BreakingStrength</u> = (5 x 20 cms.), Warpway – 20 Kgf. And Weftway - 16 Kgf. <u>Branding</u> = Both side bi-colour as per Corporation’s design and supplier’s ‘Code Mark’ at bottom.</p>	50,000	1000

TERMS & CONDITIONS

- 1) The scope of work involves supply of 1 kg & 2 kg capacity cloth bags as per procurement requirement of WBSSCL, orders to be placed from Headquarter and District level for supply of the item mentioned above in different district Head Quarters of West Bengal.
- 2) In the event of e-filling, intending bidder may download the tender document from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- 3) 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 bidders must put the item wise rate in the BOQ. All related information of this e-Tender further will be available in the website www.wbsscl.com

Sl. No.	Particulars	Date & Time
1	Publishing & Documents download Start Date	19-01-2018 18:50 P.M.
2	Bid submission start date (On line)	20-01-2018 11:00 A.M.
3	Bid Submission closing (On line)	07-02-2018 02:00 P.M.
4	Bid opening date for Technical Proposals (Online)	09-02-2018 03:00 P.M.
5	Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. (Online).	12-02-2018 5:00 P.M.
6	Date for opening of Financial Proposal (Online)	After finalization of technically qualified bidders financial proposal be finalized within 21 days.

- 4) The bidder participating in the bidding process must furnish address of the registered office, e-mail ID & person responsible with contact no. for communication from the WBSSCL.
- 5) Having at least three years out of last five years experiences for supply of different types and size Packing Materials in the Government / Semi-Government / Corporation all over India and having financial capacity of timely supplying the materials as per order to be given.
- 6) The bidder should have Marketing Network to effect delivery target to district level all over West Bengal within prescribed time limit.
- 7) **The each and every bidder participating in the bidding process must submit an affidavit on a Non-judicial Stamp Paper of Rs.10/- containing a self-declaration on “the bidder has not been convicted/blacklisted by any Govt. organization/ semi or quasi Govt. organization/ Corporation of GoI or any other State Govt. in the country during last three years”. Suppression of such facts/ events happened during the period in question shall invite punishment to be decided by the Corporation along with disqualification from the bidding process.**
- 8) The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the bidder is found qualified by the ‘Tender Evaluation Committee’ The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- 9) Single rate to be quoted in compiled form for one unit of packing material mentioned above in words and figure clearly, including all charges for carrying, loading, unloading, packing etc., GST if applicable.
- 10) Attested copies of Income Tax acknowledgement receipt for latest Accounting Year, PAN Card, GSTIN Registration Certificate, Trade License, up to date Professional Tax deposit challan on trading etc., should be documented with the e-tender through online.
- 11) Location (detail address) of the Production unit/godown should be furnished by the bidder.
- 12) The EMD Rs.40,000/- 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. For SSI units, extant provisions of rules of the Government will be applicable in this regard, necessary documents should be submitted through online. The successful bidders who were already submitted EMD in response to this office e-Tender for supply of different packing materials vide NIT No. WBSSCL/MD/KOL/NIT-18/2017-18, WBSSCL/MD/KOL/NIT-31/2017-18 & WBSSCL/MD/KOL/NIT-34/2017-18 and retained by this office, only submit copy of challan/document of payment of said EMD through online along with other documents during submission of bid.

- 13) 10% security deposit of the ordered value in addition to the EMD is to be deducted from the bill of the successful bidder. On application security deposit will be released after successful completion of work order.
- 14) Ordered number of bags will be accepted only on receipt of successful inspection report separately for each district about the specification and quality by an Inspecting Agency to be selected by the Corporation. Inspection is invariably to be arranged by the supplier on his own effort within 7 (seven) days on receipt of the order and also within the area of greater Kolkata and cost of inspection for the passed stock will be borne by the Corporation and that for the rejected stock has to be borne by the supplier. Report of the Inspecting Agency will be binding on the part of the bidder. Delivery after inspection are to be completed within 7 (seven) days. No stock will be received by the District Officials unless the concerned inspection report is attached with the challan.
- 15) Name and address of the Inspection Agency selected by the Corporation will be communicated with the supply order.
- 16) The delivery must be completed at the destination point within stipulated date, which shall be mentioned in the purchase order. In case of failure to effect supply of the ordered quantity within the stipulated date, 10% of the value of consignment will be deducted in relation to the delay for every period of three days or part thereof subject to a maximum period of 10 days and thereafter the supply order will be liable for cancellation and the Security Money along with the Earnest Money Deposit will be forfeited in terms of clause 13 stated above.
- 17) In case any bidder defaults in respect of supplies made on account of late delivery or non-delivery, the authority shall have the right to debar the person or the Company he is representing or any new Company formed by him at the future date from participating in any future tender(s) that may be invited by the Corporation during the next five years.
- 18) The District Manager of WBSSC Ltd., or any authorized officer of the Managing Director, W.B.S.S.C Ltd. will have the full right to check the seals, monograms, Inspector's No. on seals etc. within a reasonable period of delivery and in case of any doubt about any type of tampering of seals, may demand for a re-inspection at the delivery point of the supplied stock within 15 days of such delivery.
- 19) A sample bag for each category of the accepted/approved items by the Managing Director and also duly inspected and passed by the Inspecting Authority of the Corporation have to be provided to each and every District Manager, West Bengal State Seed Corporation Limited along with affixing a "Code Mark" to be selected by the Managing Director of the Corporation for comparison with the supplied stock. No cost will be paid by the Corporation for such sample bag.
- 20) The District Manager, W.B.S.S.C. Ltd., or any Officer authorized by the Managing Director will also have the full right to open 20% trusses at random from the delivered stock for comparison with the previously supplied sample bag and also for verification with the inspection report. In case of any doubt regarding the size and quality of the bags supplied either the District Manager or the Managing Director may demand for a re-inspection at the delivery point within 15 (fifteen) days. Till re-inspection results are obtained the stock received by any of the staff of the District Manager will be deemed to be a "doubtful" stock and no claim regarding release of payment or return of bags will be considered.
- 21) In case of any doubt stated above the supplier will be informed within 15 (fifteen) days of delivery and a joint re-inspection of the stock has to be arranged by the bidder within 7 (seven) days on receipt of such complaint in his presence.
- 22) In case of failure to do so, this Corporation will reserve the full right to arrange re-inspection of the stock at the delivery point, ignoring fully whether the bidder or his representative remains present or not at the time of re-inspection and the report of the Inspecting Agency will be completely binding on the supplier.
- 23) Cost of such re-inspection for the passed stock will be borne by the Corporation and that for the rejected stock will have to be borne by the tenderer including the cost of first inspection. If the same is not paid within 15 (fifteen) days, then the Managing Director will reserve the right to recover the charge of re-inspection from the Security Deposit/E.M.D of the tenderer, if there be any.
- 24) The rejected trusses including the trusses already opened by the District Manager or authorized officer of Managing Director have to be lifted back within 7 (Seven) days of such re-inspection. If not lifted, the Corporation will not take any responsibility of the rejected stocks and godown rent will be charged as per rate of the Corporation and also recover the same from the Security Deposit/ E.M.D of the bidder, if there be any.

- 25) In case of rejection of any stock the whole of the E.M.D. will be forfeited and the supplying firm may even be blacklisted.
- 26) No excuse or appeal of the bidder will be considered if he fails to collect the complaint letter or remain absent at the time of joint re-inspection. The report of the Inspecting Agency will be completely binding on the part of the tender, even if he or any of his representative remains absent at the time of re-inspection.
- 27) Cost of the bags (passed on inspection/re-inspection, if any) will be paid in due course of time from the date of receipt of the bill in triplicate supported by receipted copy of challans with necessary stock entry certificate and release order of our Inspecting Agency separately for each district through the consignee.
- 28) After acceptance of the rate communicated by the Managing Director, WBSSC Ltd. the successful bidders shall execute an agreement in the prescribed format covering all the terms and conditions on a Non-Judicial Stamp Paper (purchased in the name of the bidder at his own cost) of Rs. 50/- within Five working days from the date of receipt of the letter of acceptance.
- 29) The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- 30) The "Agreement" shall remain effective ordinarily for a period of one year from the date of execution of an "Agreement", which may be extended further with mutual consent between the bidder & WBSSCL unless terminated prematurely by WBSSCL at its discretion and satisfaction. The WBSSCL does not bind itself to adduce any reason for such extension / termination of the Agreement to any bidder but may intimate such reason if it is considered necessary / warranted by circumstances.
- 31) Price preference will be allowed for all Registered S.S.I. Units as per extant provisions of rules of the Government.
- 32) All rates / prices quoted and Trade Discount offered to WBSSCL shall ordinarily remain valid for at least one year from the date of entering into the "Agreement" and the said offer shall also apply to during the period of extension of agreement subject to fulfillment of relevant provision of Clause-30.
- 33) In case of complaint in regards to damage, defect, under specified, supplies late or undelivered the Security Deposit along with Earnest Money Deposit will be liable to be forfeited or/ along with black listing for the next three years and legal action against such offenders/defaulters.
- 34) If rates of two or more tenderers become identical the authority shall have the right to accept or reject the offers.
- 35) This tender, however, does not provide any assurance of purchase but likely to be purchased as and when required by the Corporation.
- 36) Concerned supplier will be held responsible if a Consumer Forum or any other Law enforcing agency impose any penalty on the Managing Director, WBSSC Ltd. due to any dispute with regard to quality of Agricultural Input supplied. Penalty in terms of monetary, if imposed by the competent authority / agencies along with all other litigation expenses shall have to be borne by the supplier concerned.
- 37) Any disputes, questions or difference or any interpretations arising out of or in connection with the terms & conditions of this tender if not settled/ resolved amicably, then they shall be referred to a sole arbitrator who shall be appointed by the Department of Agriculture, Govt. of West Bengal in accordance and subject to provision of the Arbitration and Conciliation Act, 1996 or any other enactment or statutory modification thereof for the time being in force. The place of Arbitration shall be Kolkata and the language of arbitration shall be English. The award of the arbitrator shall be binding on both the parties.
- 38) When any dispute occurs and when any dispute is under arbitration, except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations as per the agreement based on terms & conditions of the tender.

- 39) All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
- 40) The authority reserves the absolute right to accept or reject/terminate/nullify the offers of any or all tenderers without assigning any reason whatsoever.
- 41) Provisions of purchase policy of the State Govt. vide G.O. no. 10500 -F dated 19.11.2004 and as amended thereof will be applicable.

Sd/-
MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED

Memo No.- 1959 /1(10)/WBSSCL.

Dated :- 19-01-2018

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 Director of Agriculture & Ex-officio Secretary, West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3) The Finance & Accounts Officer, WBSSC LTD., Kolkata.
- 4) The Members of Tender Evaluation Committee of this Office (All).
- 5) Notice Board & Website of this office for wide circulation.

Sd/-
MANAGING DIRECTOR
WEST BENGAL STATE SEED CORPORATION LIMITED

SECTION - A

INSTRUCTION TO 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 <https://wbtenders.gov.in> the bidders is to click on the link for e-Tendering site as given on the web portal.

➤ Digital Signature Certificate (DSC):

Each bidders is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

➤ The bidders can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

➤ Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Technical Proposal:

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

(a) (a) Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:

- i. Challans / Documents from e-portal for submission of Rs. 40,000/- (Rupees Forty Thousand only) towards Earnest Money Deposit (EMD) as prescribed under cl. 12 in the N.I.T. in favour of the West Bengal State Seed Corporation Limited, Payable at Kolkata.
- ii. Self-declaration as per Clause-7, Copy of PAN & GSTIN.
- iii. Copy of valid Trade License.
- iv. Copy of upto date Professional Tax Clearance Certificate,
- v. Documents related to experiences for supply of different types and size Packing Materials in the Government / Semi-Government / Corporation all over India.

N.I.T. (*download properly and upload the same as Digitally Signed*). **The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case of quoting any rate in N.I.T., the tender is liable to be summarily rejected.**

(b) Non-Statutory Cover containing the following documents as laid down in their respective clauses mentioned herein with:

- i) Documents related to Marketing Network, Audited Balance Sheet, P & L A/c portion of Annual Report,
- ii) Location of production unit
- iii) Incorporation Certificate, Company details, Power of Attorney, declaration, authorization.
- iv) Name of person responsible with contact no. & e-mail ID.

**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, P Tax (Challan) (2017-18). Trade License, IT Returns, Affidavit on self declaration.
B.	Company Detail(s)	Organization Details	Proprietorship Firm (Trade License) Partnership Firm (Partnership Deed, Trade License) Ltd. Company (Incorporation Certificate, Trade License), Society (Society Registration Copy, Trade License), Power of Attorney.
C.	Credential & other	Credential & Other	Similar nature of work done & completion certificate which is applicable for eligibility in this tender. Annual Report (Balance Sheet, 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)

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