



কৃষকের বন্ধু

# The West Bengal State Co-operative Marketing Federation Ltd.

Southend Conclave, 3rd Floor,  
1582, Rajdanga Main Road, Kolkata 700107

**Phone: 033-2441 4366 to 4368. FAX: 033-2441 4372: e-Mail: [info@benfed.org](mailto:info@benfed.org) / [gmb@benfed.org](mailto:gmb@benfed.org)**

Memo. No. SCMF/Fert/F-75/288

Dated: Kolkata, the 11<sup>th</sup> May, 2017

## FERTILIZER BUSINESS BETWEEN THE WEST BENGAL STATE CO-OPERATIVE MARKETING FEDERATION LIMITED (BENFED) & MANUFACTURER / IMPORTER DEALING IN ALL TYPES OF CHEMICAL FERTILIZER

### SCOPE OF WORK

1. Sealed Expression Of Interest (E.O.I.) is invited from interested Fertilizer Manufacturers & importers in India having valid license of Registration under Fertilizer Control Order, 1985 intending to enter into a business tie-up with BENFED, for supply of different fertilizers to Cooperative Societies through BENFED.
2. The scope of work involves supply of different Fertilizers in the different districts of West Bengal on the basis of purchase orders to be placed by BENFED. Such supply may be made free on road (F.O.R.) basis as per requisition of the ultimate buyers.
3. The supply of materials, payment for such materials and the mode of supply shall be governed by the terms and conditions as are described hereafter and more particularly by the "Agreement" as may be executed with the Manufacturers selected through this process.
4. The Agreement shall remain effective ordinarily for a period of one year from the date of execution of the "Agreement", unless specifically extended thereafter or terminated prematurely by BENFED at its discretion. BENFED will have exclusive right to choose any Manufacturer or Importer to enter into any agreement upon the mutual terms and conditions.

### TIME SCHEDULE for EOI submission

1. The EOI No. must be superscribed over the envelop and sealed offer may be signed by the authorized signatory of the Company and addressed to the Managing Director, BENFED, Southend Conclave, 3rd Floor, 1582 Rajdanga Main Road, Kasba, Kolkata - 700107 on or before 02.06.2017 during office hours (Excluding the Government Holidays). Specimen signature(s) of the person authorized to sign the documents and agreement etc. should be attested by the Head of the company and accompanied by the authorization letter / resolution to sign the documents.

### TERMS & CONDITIONS

1. Only the Manufacturing Companies and/or importers in India dealing in Fertilizer are eligible to respond to this EOI. Manufacturing Companies and/or importers shall supply the fertilizer as per the specifications of fertilizer Control Order 1985 and as per the supply order / purchase order to be issued by the BENFED from time to time.



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2. The product with brand name must be certified, having due registration and general acceptability among the farmers of the State of West Bengal.
3. Manufacturing Companies and/or importers in India must possess all the necessary documents/ papers/ license/ certificates for manufacturing & importing Fertilizer in India as per the FCO Guidelines and its latest Amendments. Companies and/or importers must possess Fertilizer selling license in West Bengal, Company-Incorporation certificate, trade license, copy of annual audited statement of A/e (only trading A/C, PIL A/c, and balance sheet) for last 3 financial years, IT Returns for last 3 years immediately preceding the present Financial Year, PAN, The West Bengal VAT (2015-16). Both VAT registration and VAT return (last 2 quarters).
4. Business proposal: The Intending Companies/Importers of Fertilizers in India should submit the details of their fertilizer business statement (Year wise production and sale for last 5 years, Government supply if any) in India & specifically in WB, a brief history of the Company, detail business plan with BENFED including sales terms offered by Company. List of product should be submitted separately.
5. Intending Companies &/ importers have to submit MRP (Maximum Retail Price) & Trade Discount & other rate/discount with their proposal. The price quoted should be inclusive of all, local taxes, commercial tax CST, Excise duty if any and other taxes as applicable.
6. BENFED will place supply order/ dispatch instructions for the fertilizer as per the requirement, specifying the quantity to be supplied/ schedule, the company shall dispatch the fertilizer according to the dispatch Program/schedule. The company shall supply the indented quantity within the time limit given.
7. The Companies shall ensure timely supply of the ordered quantity at the Society point / BENFED Godown / Government godown located in various districts in West Bengal. Shortage, if any, found during transit shall be responsibility of the supplier.
8. Samples will be drawn at the Rake point! Society point BENFED Godowns/Government godown and the retail centers of the BENFED from the stocks received. The sample (s) will be drawn by the Authorized Fertilizer Inspector as authorized in the Fertilizer Control Order and sent for chemicals analysis to any of the notified chemical laboratory of the state as well as Central Government under the Fertilizer control order, 1985.

In case the sample is found substandard or not upto the specifications prescribed in the Fertilizer Control Order 1985, the supplier will be responsible for the legal as well as civil consequence arising out of such substandard supplies.



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9. The supplier shall submit the invoices quoting prices as inclusive of subsidy. In any case BENFED shall not be responsible for the subsidy claims of the supplier.
10. All relevant information about all items should be printed on the packet/bag. The material should be supplied in new, sound, strong and machine stitched HDPE/PP bags IN 50 Kg. As well as 25Kg. weight. Old, torn, cut, damaged or mutilated bags shall not be accepted.

In case BENFED require empty (bags) of the supplier for re-bagging of cut and tom bags found during storage and deliveries, the same shall be arranged by the supplier to BENFED free of cost.

11. Payment will be made on successful completion of supply order & after receiving the sale proceeds from ultimate buyers. In no cases payment will be released for substandard / fertilizer failed in analysis. BENFED shall not be responsible for delay due to any unforeseen or unavoidable circumstances and Federation shall not be responsible to pay interest in this matter.
12. Company who receives the supply order will have to raise Challan / Bill / TAX Invoice etc. (mentioning all the detail required which will be specified in agreement) of his own to BENFED against supply of indented materials. The suppliers shall submit the bills to the BENFED Head Office Kolkata for payment.
- 13.

- (i) Any subsequent change made in the Fertilizer Distribution / Subsidy Policy by the Government of India and State Govt. of West Bengal would be applicable to parties.
- (ii) BENFED also reserves the right to cancel reject the supply order in whole or part, thereof, or purchase goods from other suppliers (s) at the risk, cost and consequences of the Manufacturer, if the material received at the destination(s) found to be sub-standard and / or on account of inordinate delay or the major fault on the supplier without any separate notice to the Manufacturer in this regard. BENFED shall have right to issue supply order in phases.
- (iii) The supplier shall comply with the rules, regulations and procedures of the Essential Commodities Act, 1955, the Fertilizer Control Order 1985, the fertilizer (Movement Control) Rules, 1973, the standard of weights and measures (packed commodities) Rules, 1977 and of any other law or Government Regulations for time being in force.



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- (iv) BENFED reserves the right to black-list supplier from future participation in the tenders in case of non-supply of indented quantity and sub-standard supplies.
- (v) If the supplier happens to quote simultaneously or subsequently, for the supply period and during it or for any part thereof, at rates lesser than accepted by BENFED, to any other institution/agency/cooperative society/government body or to any purchaser in West Bengal, such lesser rates shall automatically become applicable in relation to supplies made to BENFED and consequently corresponding reductions shall also become effective forthwith from the suppliers.
14. Though the supplier is bound to supply the fertilizer stocks in accordance with the FCO specifications, yet the supplier shall indemnify the BENFED as regards the quantity/ quality and against all losses, damages cost or expenses which the buyer sustains/ incurs by reason of any claim made by anybody making use of the fertilizer or on account of failure of sample etc. taken by the Authorized Fertilizer Inspector.
15. The company will be bound to meet all statutory obligations as a Registered Organization including all kinds of taxes, liabilities related with such business as per laws of the land. The BENFED shall not be held responsible in any way for default on their part of the supplier.
16. The company will be bound to carry out the supply order within the specified time stated in the issued order, on failure of which the Agreement may be liable to be cancelled without assigning any reason therein. If the Company is unable to supply the ordered product due to any unavoidable circumstances, they have to communicate in writing positively to the Fertilizer Department, BENFED within in 7 calendar (days) after issuing the order. Otherwise if the Company fails to supply it, penal action will be taken.
17. In case of any dispute relating to this contract / supply orders and due to interpretation or implementation of the terms and conditions or due to delay in delivery, or due to any other reason(s) the matter shall be referred to the Registrar, Cooperative Societies, West Bengal, Kolkata, West Bengal for adjudication under the provision of West Bengal Cooperative Societies Act, 2006, whose decision shall be final and binding upon both the parties.

**General Manager (Business)**



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**THE WEST BENGAL COOPERATIVE MARKETING FEDERATION LIMITED EOI FOR THE  
SUPPLY OF CHEMICAL FERTILIZER (filled in proforma must be submitted with EOI)**

1.	Name of the manufacturer	:
2.	Permanent Address	:
3.	Location of the manufacturing unit	:
4.	Registration No. and date of License of manufacturing and valid upto	:
5.	W.B. Fertilizer registration Certificate No. (FRC)	:
6.	Name, address and contact No. of Nodal Officer of the company	:
7.	W.B. Sale Tax No.	:
8.	Product Trade Mark/ Brand Name	:
9.	Name and permanent address of Authorized signatory	:

## Scrutiny Sheet for EOI 2017-18

Sl. No.	Name of the Bidder	:
1.	Declaration for submission	:
2.	Trade License	:
3.	Business Plan	:
4.	History of company	:
5.	Sale Tax Registration	:
6.	Fertiliser License	:
7.	Company Incorporation Certificate	:
8.	IT returns for last 3 yrs	:
9.	PAN	:
10.	VAT registration	:
11.	VAT challan	:
12.	Financial Credentials	:
13.	Annual Statement P/L a/c for last 3yrs	:
14.	Price Structure	: