



WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Memo No. 1083/ WBSSCL

Date: 26/11/2020

NOTICE INVITING e-TENDER

Tender Reference No. : WBSSCL/MD/KOL/NIT- 26/2020-21

SUBJECT: NOTICE INVITING E-TENDER FOR RATE CONTRACT / EMPANELMENT OF SOLE PRODUCER / AUTHORIZED DISTRIBUTERS / AUTHORIZED SUPPLIERS FOR SUPPLY OF DIFFERENT HYBRID VEGETABLE SEEDS.

West Bengal State Seed Corporation Limited (WBSSCL), 6, Ganesh Chandra Avenue, 5th floor, Kolkata – 700013, hereinafter referred to as ‘Purchaser’, hereby, invites e-Tender vide No. WBSSCL/MD/KOL/NIT-26/2020-21 dated 26.11.2020 from the bonafide sole hybrid vegetable seed producing Company / authorized distributors / authorized suppliers hereinafter referred as ‘Supplier’ for supply of different Hybrid Vegetable Seeds. Crop wise varieties to be procured are given below;

| Sl. No. | Crop | Variety (Hybrid) | Packing Size | Rate per pack (FOR) in Rs.(Incl. GST) | M.R.P. (Rs.) |
|---------|--------------|------------------|--------------|---------------------------------------|--------------|
| 1 | OKRA | JKOH 7315 | 50 gm | | |
| 2 | OKRA | JKOH 7315 | 100 gm | | |
| 3 | OKRA | JKOH 7315 | 250 gm | | |
| 4 | OKRA | JKOH 6166 | 50 gm | | |
| 5 | OKRA | JKOH 6166 | 100 gm | | |
| 6 | OKRA | JKOH 6166 | 250 gm | | |
| | | | | | |
| 7 | TOMATO | JK DESI | 5 gm | | |
| 8 | TOMATO | JK DESI | 10 gm | | |
| 9 | TOMATO | JK NANDINI | 5 gm | | |
| 10 | TOMATO | JK NANDINI | 10 gm | | |
| | | | | | |
| 11 | CHILLY | JKHPH 178 | 2 gm | | |
| 12 | CHILLY | JKHPH 178 | 5 gm | | |
| 13 | CHILLY | JKHPH 178 | 10 gm | | |
| | | | | | |
| 14 | BITTER GOURD | JK JUNIOR | 10 gm | | |
| 15 | BITTER GOURD | JK JUNIOR | 25 gm | | |
| 16 | BITTER GOURD | JK VINOD | 10 gm | | |
| 17 | BITTER GOURD | JK VINOD | 25 gm | | |
| | | | | | |
| 18 | BOTTLE GOURD | JK 9126 | 10 gm | | |
| 19 | BOTTLE GOURD | JK 9127 | 25 gm | | |
| | | | | | |
| 20 | RIDGE GOURD | JK MALVIKA | 10 gm | | |
| 21 | RIDGE GOURD | JK MALVIKA | 25 gm | | |
| | | | | | |
| 22 | SPONGE GOURD | JKSGH 710 | 10 gm | | |
| 23 | SPONGE GOURD | JKSGH 710 | 25 gm | | |
| | | | | | |
| 24 | PUMPKIN | JK MADHUL | 10 gm | | |
| 25 | PUMPKIN | JK MADHUL | 25 gm | | |
| | | | | | |

| Sl. No. | Crop | Variety (Hybrid) | Packing Size | Rate per pack (FOR) in Rs.(Incl. GST) | M.R.P. (Rs.) |
|---------|-------------|------------------|--------------|---------------------------------------|--------------|
| 26 | WATER MELON | JKWMH 007 | 5 gm | | |
| 27 | WATER MELON | JKWMH 007 | 10 gm | | |
| | | | | | |
| 28 | RADISH | JK GREEN BEAUTY | 25 gm | | |
| 29 | RADISH | JK GREEN BEAUTY | 50 gm | | |
| | | | | | |
| 30 | CORINDER | JK ANAND | 50 gm | | |
| 31 | CORINDER | JK ANAND | 100 gm | | |
| | | | | | |
| 32 | CABBAGE | JK AINA | 2 gm | | |
| 33 | CABBAGE | JK AINA | 5 gm | | |
| 34 | CABBAGE | JK AKIRA | 2 gm | | |
| 35 | CABBAGE | JK AKIRA | 5 gm | | |
| | | | | | |
| 36 | COLLIFLOWER | JK MANISHA | 2 gm | | |
| 37 | COLLIFLOWER | JK MANISHA | 5 gm | | |
| | | | | | |
| 38 | BRINJAL | JK 8031 | 10 gm | | |
| 39 | BRINJAL | JK 8031 | 50 gm | | |
| 40 | BRINJAL | JK KAJAL | 10 gm | | |
| 42 | BRINJAL | JK KAJAL | 50 gm | | |
| | | | | | |
| 43 | SPINACH | JK HARIT | 50 gm | | |
| 44 | SPINACH | JK HARIT | 100 gm | | |
| | | | | | |
| 45 | CARROT | JK KURODA | 10 gm | | |
| 46 | CARROT | JK KURODA | 50 gm | | |

1. **GENERAL INSTRUCTIONS TO BIDDER (GTB)**

- i) 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, shall be available at this office website www.wbsscl.com and wbtenders.gov.in only.
- ii) 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 must put the item wise rate in BOQ.**

| Sl. No. | Particulars | Date & Time |
|---------|---|---|
| i | Publishing & Documents download Start Date | 01.12.2020 6.50 P.M. |
| ii | Bid submission start date (Online) | 01.12.2020 6.55 P.M. |
| iii | Pre bid meeting | 11.12.2020 1.30 P.M. |
| iv | Bid Submission closing (Online) | 26.12.2020 12.30 P.M. |
| v | Bid opening date for Technical Proposals | 28.12.2020 1.30 P.M. |
| vi | Date of uploading list for Technically Qualified Bidder (online) after disposal of appeals, if any. | To be communicated later on |
| vii | Date for opening of Financial Proposal (Online) | After finalization of technically qualified bidders financial proposal be finalized within 21 days. |

- iii) **WBSSCL:** It means & includes West Bengal State Seed Corporation Ltd, hereinafter referred as “Corporation” inviting e-Tender for the purpose of purchasing hybrid seeds, it’s Managing Director and any officer nominated on its behalf.
- iv) **Supplier:** Supplier means & includes Sole Seed Producer/ Seed Producing Firms or Companies / authorized distributors / authorized dealers in whose favour Award of Contract (AOC) be issued by the authorized officer of WBSSCL.
- v) **Contract:** Contract means and includes Notice inviting tender & TCC, General & SIT issued from time to time to Organizers, tender documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, AOC and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.
- vi) NIT –to download properly and upload the same as Digitally Signed. The rate will be quoted in the B.O.Q. as financial proposal. Quoted rate will be encrypted in the BOQ under financial bid. In case quoting any rate in NIT, the tender is liable to be summarily rejected.
- vii) Duly-filled signed scanned copy of Form-A, Annexure-I, Annexure-II, Annexure-III along with other technical documents as per NIT be submitted as Technical Proposal.
- vii) Throughout the documents, the terms ‘bid’ & ‘tender’ and their derivatives (viz. bidder/tenderer, bid/ tender, bidding/ tendering etc.) are synonymous.
- viii) **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 eligible bidder 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 bidder 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 above 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).
 - **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 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. Copy of Trade license, GSTIN (optional), PAN, Declaration by the Bidder (Annexure-I), duly filled-in Annexure- II, copy of authorized Dealership / Distributorship certificate along with duly filled-in Annexure-III, Seed License of both bidder & Principal Producer in the State, Printed MRP of offered variety & photocopy of offered packet, filled-in Form-A, Breeder certificate, authenticated documents on in-house R&D facility, Copy of valid Trade License.
 - iii. Copy of upto date Professional Tax Clearance Certificate and other documents as per NIT.
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 as per NIT, documents related to work as per NIT
- ii) Audited P & L A/c portion (Annual Report) & IT Returns as per NIT, Registered office address, e-mail ID, contact no. of responsible person.
- iii) Incorporation Certificate, Company details, Power of Attorney, declaration, authorization.

(c) 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, Seed License, P Tax (Challan). Trade License. Declaration by the Bidder (Annexure-I), Annexure-II, Annexure-III, Dealership / Distributorship certificates |
| 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, Breeder certificates, Form-A, MRP declaration on letter-head & photocopy of offered packt containing MRP. |
| C. | Credential & other | Credential & Other | Similar nature of work completion / payment certificates which is applicable for eligibility in this tender. Audited Annual Report (P & L A/c), IT Returns and other as per NIT. |

ix) 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.
- Statutory Documents will be opened first and if found in order, 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.

x) **FINANCIAL PROPOSAL**

- 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.
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
- Financial capacity of a bidder will be judged on the basis of information furnished.
- 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.
- 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.
- Award of Contract
 - i) Only technically qualified bidders who have quoted the lowest rate (L1) in respect of items mentioned in NIT and BOQ will be awarded the contract. It involves the process of evaluation of financial bids of all technically qualified bidders followed by obtaining recommendation from the State Level Purchase cum Tender Committee (SLPTC) and also provided that he/ they accept (s) in writing to execute the whole contract on the basis of all terms and conditions of the NIT.
 - ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
- xi) 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.

xii) **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.

xiii) **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.

2. **Scope of Work :**

- i) The procurement will be made as per demand / indent of the Department of Agriculture / Horticulture, Govt. of West Bengal in compliance with the existing procurement procedure of the Government. Orders to be placed directly to the Suppliers from Headquarter and District office of the Corporation for supply of different vegetable seeds to **different district Head Quarters of West Bengal** within the period of contract.
- ii) Supplier shall have adequate capacity and financial wherewithal 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) 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 suppliers of outside State) to meet up any contingent requirement immediately.**

3. (A) **Eligible Bidders:**

The eligible bidders for the purpose of this Bid are -

- i) Sole Seed Producer/ Seed Producing Firms or Companies.
- ii) Authorized Distributors / Authorized Suppliers.

All tender documents shall be signed only by authorized person, in support of which original Power of Attorney or authorization [Notarized] for signing the Bid shall be submitted.

(B) **Eligibility Criteria**

- i) The Bidder must have a valid Seed License issued by the competent authority in the State of West Bengal..
 - ii) Hybrid seed importer should submit valid import license issued by GOI.
 - iii) **The sole Seed Producer/ Seed Producing Firms or Companies that has issued authorization shall provide documents to prove rights to produce/ market the proprietary hybrid vegetable seeds quoted under this tender which is their own proprietary product (viz. valid Breeder Certificate & other documents relating to tendered hybrid variety in support of own proprietary product).**
 - iv) **Intending bidder should have adequate experience in supplying agricultural inputs of similar nature to the Government/ Semi-Government/ Corporation/ Co-operatives all over India (at least 5 lakh per annum for two years or 6 lakh in any one of the year within preceding last five years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20). Payment certificates / order completion certificates in support of credentials shall only be accepted.**
 - v) **Bidders have to enclose a printed copy of the price list of the company along with the bid. The price list must indicate Maximum Retail Price (MRP) of the product for which the Bid is submitted. MRP contained in printed copy submitted with bid should not differ from the MRP printed on the seed packet in any way (a photocopy of offered pkt of vegetable seed containing printed MRP shall be submitted as well).**
 - vi) Valid Breeder Certificate & other documents relating to tendered hybrid variety in support of own proprietary products shall be submitted if the bidder itself is the Seed Producer/ Seed Producing Firms or Companies.
- ## 4. **The Tender quantity and Product specification :**
- a. The offered Hybrid Variety included either in the Package of Practices or Recommended / Notified for the State of West Bengal by the competent authority - a copy of the recommendation / notification is required to be enclosed with the bid by the bidder. Supplied seeds should adhere to extant packaging & labeling rules of the Govt. of India and quality as specified in Seed Act, 1966

- b. The Corporation does not guarantee any procurement during the period of contract.
 - c. The bidder is required to furnish varietal characteristics in respect of proprietary hybrid seeds quoted by them in Form A (Annexed) along with morphological characteristic details issued by breeder for particular Seed.
 - d. The tendering authority may take all such actions to ascertain the stock availability of the bidder and his supplying capacity against the quoted quantity. In case of failure to satisfy the purchaser about the capacity to supply the total quantity indicated in the bid, such tenders are liable for rejection.
 - e. The bidder, whose tender is accepted, shall supply only seeds of their own production or as per tie up/MOU which is submitted in the tender or the production of the Company for which bidder submitted authorization only.
5. EMD:
The intending bidder shall have to deposit EMD Rs.200000.00 (Two Lakh) in Indian Rupees 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 the Tender ID No. as to be displayed in e-Procurement Portal of Govt. of West Bengal on a/c to West Bengal State Seed Corporation Ltd., payable at Kolkata and the document (Challan) on submission of EMD must be submitted through e-filing.
 6. Tenders filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than as mentioned above shall not be accepted.
 7. **Copy of the audited Annual Report (only Profit & Loss A/c portion) along with Income Tax Return File for preceding last 3 years (2016-17, 2017-18 & 2018-19) to substantiate financial wherewithal should be produced. The bidder should have minimum Annual Turnover of Rs. 1.0 Crore (Rupees One Crore only) per year during aforesaid years.**
 8. **Copy of valid Trade License, GSTIN Registration Certificate (optional), Professional Tax Clearance Certificate, Incorporation Certificate, Company details should accompany the application.**
 9. No interest shall be claimed on EMD, Security Deposit (SD) in any way.
 10. The supplier is required to furnish varietal characteristics in respect of proprietary hybrid seed quoted by them in Form A (Annexed) along with morphological characteristics details issued by breeder for particular seed.
 11. Security Deposit is to be deducted from the bill of the supplier as per existing norms. On application, Security Deposit will be released after successful completion of work order **but subject to completion of 60 (sixty) days after sowing / transplanting**, as the case may be. But, the EMD will be refunded after successful completion of contract period.
 12. Payment will be made after receiving confirmation of supply of indented materials (only tested as 'R') from the District units along with necessary certificates as per supply orders of the Corporations including District Units. No advance payment will be made.
 13. Supplier will have to raise Challan / Bill / GST Invoice etc. of his own to WBSSCL against supply of indented materials.
 14. The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".
 15. The "Agreement" shall remain effective ordinarily for a period of one year from the date of execution of "Agreement", which may be extended further for a period of maximum 1 (one) year with mutual consent between the Supplier & 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 the supplier but may intimate such reason if it is considered necessary / warranted by circumstances.

16. The Suppliers 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 Supplier at his own cost) of **Rs.50/-** within Five working days counting from the day after the date of receipt of the letter of acceptance to be communicated by the Managing Director, WBSSC Ltd..
17. All rates / prices 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 valid during the period of extension of agreement of contract subject to fulfillment of relevant provision of Clause- 15.
18. The successful supplier will have to supply additional 3 (three) nos. packets in free of cost for each Seed Lot apart from the ordered quantity to the each recipient District Unit of WBSSCL at the time of delivery of seeds for facilitating quality analysis in West Bengal State Notified Laboratory.
19. In respect of any consignment declared “Not recommended” 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-21 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 WBSSCL 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. / Head Office, WBSSCL. **The supplier may replace the NR stock only after getting written permission from concerned authority of the Head Office/ District Unit of WBSSCL.**
20. 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-21 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.**
21. **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 mentioned herein:
- a) The entire EMD & Security Deposit would be forfeited.
 - b) The supplier will be blacklisted for five (5) years from participation in any tender / procurement process of the WBSSC Ltd. However, 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 inviting authority or the Department of Agriculture / Horticulture, Government of West Bengal as may be specified.
22. 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.
23. 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.
24. 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.

25. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
26. Conditional offer shall not be accepted under any circumstances.
27. 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.
28. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
29. 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.
30. Provisions of purchase policy of the Government of West Bengal vide G.O. no. 10500-F dated 19.11.2004 and as amendment thereof as well as the Agril. Deptt.'s GO No. 76-Inpt./1P-3/98 dated 30.01.2006 will be applicable.

Sd/-
Managing Director
West Bengal State Seed Corporation Limited

Memo No.- 1083/1(10)/WBSSCL

Dated :- 26-11-2020

Copy forwarded for kind information and necessary action to:-

- 1) The Additional Chief Secretary, Government of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 2) The Secretary, Government of West Bengal, Department of Agriculture, Writers' Building, Kol-1
- 3) The Director of Agriculture & Ex-officio secretary, 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

FORM-A

(Varietal characteristics of offered Hybrid)

| Sl. No. | Particulars | Details |
|----------------|---|--------------------|
| 1. | Name of the crop | |
| 2. | Name of the Hybrid | |
| 3. | Whether notified for the State of West Bengal (Enclosed a copy) | |
| 4. | Year of release/notification (Notification No. And Date) | |
| 5. | Season and year of seed production | |
| 6. | Duration (DAT) | |
| 7. | Yield (Qtls./Ha) | |
| 8. | Recommended spacing | |
| 9. | Recommended Seed Rate per Ha | |
| 10. | Pest/disease resistance/tolerance | |
| 11. | Whether drought tolerant | |
| 12. | Recommended Season | Kharif/Rabi/Summer |
| 13. | Whether recommended for irrigated or rainfed condition or both | |
| 14. | Dos and Don'ts for optimum yield | |
| 15. | Morphological Characteristics (To be submit in a separate format) | |

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-26/2020-21 and I have submitted the bid in accordance with the above conditions and instructions of this tender documents.
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 signed by the Bidder)
Designation & Seal**

(ON NON-JUDICIAL STAMP PAPER)

AFFIDAVIT(Notarized)

I,.....S/o
Shri..... aged.....years residing at
.....address working as Proprietor/ Partners/
Director of M/s.....having its registered Office at
..... do hereby solemnly
affirm and declare on oath as under: -

1. That I am/ We are Competent to swear this Affidavit being Proprietor/ Partners/ Director of M/s
.....

2. That my/ our Firm M/s is a proprietorship/
partnership Firm/ Company, is participating in the tender for prequalification as Sole Producer of Hybrid
Seeds of to WBSSCL Ltd. conforming to varietal characteristics stated
at Form-A of this tender for agricultural use.

3. That we the partners of M/s a partnership firm
confirm that there is no change in the status of the Partnership Deed dt.....

4. That I/ We hereby confirm and declare that bidders, their associates, sister concern etc belonging to the
same group have not being black-listed/ de-listed or put on holiday by any institutional agencies/ Govt. Dept./
Public Sector Undertaking or any organization etc during the last 3 years.

5. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed
without any lapses.

6. Details of sister concerns as on date is given below: -

| Name of the Firm | Year of Estab. | Type of Business | Common Partners/ Directors | Details of Association % age of interest of Partners |
|------------------|----------------|------------------|-------------------------------|---|
| | | | | |

7. I/ We hereby confirm that there was no case of sample failure/ sample seized by State Govt./ Central
Govt. or Statutory Authority during last 3 years.

8. That I/ We further undertake that in case any of the facts contained above and in our application is found
otherwise or incorrect or false at any stage, my/ our firm/ company/ group/ sister concerns/ associate
companies shall stand debarred from present and future tenders of WBSSCL.

(Signature of the Proprietor/ Partners/ Director with Seal)

DEPONENT (S)

Verified aton
that the content of para(s) 1 to 8 of this Affidavit are true to the best of my knowledge and no part of this is
false and nothing has been concealed or falsely stated therein.

(Signature of the Proprietor/ Partners/ Director with Seal)

Date:

DEPONENT (S)

| | | |
|--------------------------------|---|--|
| In case of Proprietorship Firm | - | The Proprietor is to submit Affidavit. |
| In case of Partnership Firm | - | All the partners should submit the Affidavit. |
| In case of Limited Firm | - | Managing Director should submit the Affidavit. |
| In case of Cooperative | - | President should submit the Affidavit |

(ANNEXURE-III to Tender Reference No.: WBSSCL/MD/KOL/NIT-26/2020-21 dated 26/11/2020)

LETTER OF AUTHORITY FROM SOLE SEED PRODUCER/ SEED PRODUCING FIRMS OR COMPANIES OF OFFERED HYBRID VEGETABLE SEEDS

To
The Managing Director
West Bengal State Seed Corporation Ltd. (WBSSCL)
6, Ganesh Chandra Avenue, 5th Floor,
Kolkata-700 013, West Bengal//

Sub.: Your Tender Reference No: WBSSCL/MD/KOL/NIT-26/2020-21 dated 26.11.20.

Dear Sir,

We, a Sole Seed Producer/ Seed Producing Firms Or Companies Of Hybrid vegetable Seeds of (place) do, hereby, authorize M/s (Name & Address of Supplier) to make an offer in response to this invitation to above tender.

We, a Sole Seed Producer/ Seed Producing Firms Or Companies Of Hybrid vegetable Seeds do, hereby, convey our consent to supplyhybrid vegetable seeds conforming to tendered specification through M/s (Name & address of Supplier) as per terms and conditions of the tender.

In the event, the offer made by M/s being considered by WBSSCL for acceptance, both M/s and ourselves shall be jointly and severally responsible for the due and timely performance of the Award of Contract (AOC) pertaining to this tender. We hereby extend our full guarantee and warranty for the items offered for supply against this Rate Contract by the above firm.

Yours faithfully,

(NAME)

For & on behalf of M/s.....

(Signature & Name of Sole Seed Producer/ Seed Producing Firms Or Companies with seal)

Note: This letter of authority should be on the Letter-Head of the Sole Seed Producer/ Seed Producing Firms Or Companies should be signed by a person competent and having the power of attorney to bind the Sole Seed Producer/ Seed Producing Firms Or Companies. **This letter of Authority should be uploaded during e-filing of tender documents.**