



## WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

Regd. Head Office : 6, Ganesh Chandra Avenue, (5<sup>th</sup> Floor), Kolkata – 700 013

Memo No.:1183 / Prod./ WBSSCL

Date:- 16 – 12 – 2020

### NOTICE INVITING e-TENDER

Tender Reference No.: WBSSCL/MD/KOL/NIT- 36/2020-21

**Sub.: Rate contract/ empanelment of Seed Producing Organizer(s) under West Bengal State Seed Corporation Ltd. (WBSSCL) for organizing Seed Multiplication Programmes (production of foundation/ certified/ TL Seed) in four (4) Seed Certification Regions of the State of West Bengal for two (2) consecutive years (730 days counting from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2023) in the State of West Bengal.**

The Managing Director, West Bengal State Seed Corporation Ltd., 6, Ganesh Chandra Avenue, 5<sup>th</sup> Floor, Kolkata-700013 invites e-Tender vide NIT No. 36 dated 16.12.2020 from West Bengal State Seed Certification Agency (WBSSCA) approved bonafied Seed Producers of the State of West Bengal for submission of crop-wise rate towards Organizer charge for rate contract / empanelment of Seed Producing Organizer under WBSSCL for organizing seed multiplication program in four (4) Seed Certification Regions of the State of West Bengal (viz. Kolkata Region, Burdwan Region, Bankura Region & Malda Region) in favour of WBSSCL for two (2) consecutive years (730 days counting from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2023 covering Kharif & Rabi-Summer 2021-22 to Rabi—Summer 2022-23) under 'WBSSCL Sponsored Program' in the state of West Bengal and subsequent procurement of freshly harvested processed seeds to be produced under aforesaid program by WBSSCL. The interested and eligible WBSSCA approved bonafied Seed Producers may submit their offered rate in Rs./ kg as **Organizer Charge** (as per Terms & Conditions contained in Sl. No. 6.03 & thereunder of this NIT) for rate contract/ empanelment of Seed Producers under WBSSCL sponsored organizer programme 2021-22 & 2022-23. Total production target of different kinds of Kharif & Rabi-Summer crop seeds during the period under this WBSSCL Sponsored Program duly registered with WBSSCA is around 16000 MT per year; of which Paddy seed- 5000 MT, Kharif & Rabi pulses- 6500 MT, Oilseeds-3500 MT & other crop seeds-1140 MT irrespective of Seed Certification Regions.

Sl. No.	Name of the Crop seed with class	Seed Certification Region-wise Offered rate (Organizer charge) in Rs./ Kg.			
		Kolkata	Bankura	Burdwan	Malda
I.(a)	Paddy -Coarse & Medium grain -(C/S & F/S)				
I.(b)	Paddy -Fine grain- (C/S & F/S)				
II.	Jute ( C/S & F/S)				
III.	Hyb. Maize ( C/S)				
IV.	Lentil (C/S & F/S)				
V.	Bengal Gram (C/S & F/S)				
VI.	Moong (C/S & F/S)				
VII.	Kalai (C/S & F/S)				
VIII.	Khesari (C/S & F/S)				
IX.	Pea (C/S & F/S)				
X.	Arhar (C/S & F/S)				
XI.	Ground Nut (C/S & F/S)				
XII.	Mustard (C/S & F/S)				
XIII.	Sesame (C/S & F/S)				
XIV.	Dhaincha (TL)				
XV.	Onion (TL)				
XVI.	Elephant Foot (TL)				

## SPECIAL INSTRUCTION TO BIDDER (SIT)

1. 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](http://www.wbsscl.com) and wbtenders.gov.in only.
2. Technical & financial bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>. Submission of Technical & Financial Bid will have to be done as per time schedule stated below. **The bidder must put the rate in BOQ.**

Sl. No.	Particulars	Date & Time	
i.	Publishing & Documents download starting date	18.12.2020	06.55P.M.
ii.	Bid submission start date (online)	18.12.2020	06.55P.M.
iii.	Pre-bid meeting	06.01.2021	01.00P.M.
iv.	Bid submission closing date (online)	13.01.2021	02.00P.M.
v.	Bid opening date for Technical \proposal (online)	15.01.2021	03.00P.M.
vi.	Date of uploading list for technically Qualified Bidder (online)		
vii.	Date of opening of Financial proposal (online)		

3. **WBSSCL:** It means & includes West Bengal State Seed Corporation Ltd hereinafter referred as “Corporation” inviting e-Tender for the purpose of seed production through organizers for two consecutive years of 2021-22 & 2022-23, its Managing Director and any officer nominated on its behalf.
4. **Organizer:** Organizer means & includes WBSSCA registered Seed Producing Farm/ Company/ Society/ Proprietary/ Partnership Farm in whose favour Letter of Intent/ Award of Contract be issued by the authorized officer of WBSSCL.
5. **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, LOI 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.
6. 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.
7. Duly-filled signed scanned copy of Annexure-A, Annexure-I, Annexure-II & Annexure-III along with other technical documents as per NIT be submitted as Technical Proposal.
8. Throughout the documents, the terms ‘bid’ & ‘tender’ and their derivatives (viz. bidder/tenderer, bid/tender, bidding/ tendering etc.) are synonymous.
9. **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).

## **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 Bidders who have quoted lowest rate in respect of items mentioned in NIT and BOQ in each Region, Award of Contract will be given to him /them as per Terms & Conditions cl. 3.23, 3.24& 3.25 of the NIT, provided he/ they accept (s) in writing to execute the whole contract on the basis of item wise lowest rate (L1) quoted by him/ them.
  - ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

## TERMS & CONDITIONS

- 1.01 The scope of work involves organizing seed multiplication programme in any of the **Seed Certification Regions of the State** for a period of two (2) consecutive years of '2021-22 & 2022-23' for production of certified / foundation seeds of different Kharif and Rabi-Summer crops of notified varieties suitable for West Bengal (released within 10/ 15 years as applicable in respect of different crops) and popular varieties in the State in favour of WBSSCL under "WBSSCL Sponsored Program" as well as procurement of seeds produced under this sponsored program as per requirement for utilization in subsequent crop season.
- 1.02 The intending and eligible WBSSCA approved/ registered Seed Producers willing to participate in the tender process as Seed Producing Organizer of WBSSCL hereinafter referred **as Bidder** will have to abide by the directives of WBSSCL to be given in advance of each crop season in respect of selection of varieties of different Kharif & Rabi crops and their certified/ foundation seed production target during 2021-22 and 2022-23.
- 1.03 The prospective Seed Producing Organizer of WBSSCL shall have to undertake seed production as Organizer of WBSSCL under this sponsorship program in the selected Seed Certification Regions of the State of West Bengal for two (2) consecutive agril. years of 2021-22 and 2022-23.
- 1.04 West Bengal has four (4) Seed Certification Regions as defined by the Department of Agriculture, Govt. of West Bengal namely, Kolkata Region, Burdwan Region, Bankura Region and Malda Region. Kolkata region is comprised of North 24-Parganas, South 24-parganas, Nadia and Howrah district whereas, Burdwan Region is comprised of Purba & Paschim Bardhaman, Birbhum and Hooghly district. The Bankura Region has five districts namely, Bankura, Purulia, Paschim & Purba Medinipur and Jhargram district whereas, Malda region is comprised of Malda, Murshidabad, Uttar & Dakshin Dinajpur, Jalpaiguri, Coochbehar and Alipurduar district.
- 1.05 The scope of work under this e-Tender will cover Nadia, North 24-Pgs. under Kolkata Region, all districts under Burdwan Region, Bankura, Purulia and Paschim Medinipur under Bankura Region and Murshidabad & Malda under Malda Region for seed production as Organizer under WBSSCL Sponsor Program during the period of contract.
- 2.0 **Eligibility clause:** The WBSSCA registered Seed Producers/ Seed Producing Farms willing to act as Seed Producing Organizer, in short **'Organizer' hereinafter referred as "Bidder"** who will fulfill the following eligibility criteria/ conditions shall be adjudged technically qualified and considered for opening of their financial bid.
  - 2.01 Bidders who have processed and supplied certified/ foundation seed **at least 300 MT** in each of last three (3) consecutive years (i.e.2016-17, 2017-18& 2018-19)in any of the regions should apply.
  - 2.02 The intending bidder should have adequate experience in organizing seed multiplication programme for production of certified/ foundation seeds in the state of West Bengal under the supervision of WBSSCA at least for two (2) years.
  - 2.03 The bidder participating in the tender process should be duly registered with WBSSCA for certified/ foundation seed production in the State of West Bengal can apply.
  - 2.04 The bidder having its own seed processing plant with code number accorded by the WBSSCA along with adequate seed storing facility located in any one of the seed certification regions should be adjudged as eligible for that particular region. Bidder having such processing plant along with adequate storing facility located in more than one region should be adjudged eligible accordingly.**Bidder opting for more regions without eligibility may liable to rejection of bid without prejudice.**
  - 2.05 **Successful bidder as Organizer of WBSSCL under this tender if also qualified for empanelment as Seed Producer of WBSSCL for the same period, the empanelment of said bidder as Seed Producer will be treated as cancelled in order to avoid conflict of interest.**
  - 2.06 The bidder should have valid Seed License from the appropriate authority at his business area.
  - 2.07 The intending bidder should possess other requisite infrastructure related to seed production and processing (namely, well maintained threshing floor both open & covered and adequate storing facility for the offered quantity etc.).
  - 2.08 The participating bidder should have at least one (1) Technical person holding degree in B.Sc. (Ag.) having experience in seed production engaged either permanently or temporarily for technical supervision.
  - 2.09 The intending bidder should not have been black-listed/ debarred from participating in tender by any of Central/ State Seed Corporation/ Agency engaged in seed production and distribution in the country during last 3 years (as per Annexure-II).
  - 2.10 The bidder should have valid Trade License from authority at their business area (copy of challan may be submitted if fees deposited at the concern office).
  - 2.11 The bidder should possess PAN & GST Registration Certificate (provisional).
  - 2.12 The bidder should submit duly-filled signed copy of Annexure-A (copy enclosed) along with Annexure-I, Annexure-II & Annexure-III as instructed therein for technical evaluation.

- 3.00 **GENERAL INSTRUCTIONS:**The intending bidder willing to work as Organizer under WBSSCL should also comply the following:
- 3.01 Registration with the Seed Certification Agency should be made in favour of growers for which all charges are to be borne by the Organizer. Those growers will be treated as WBSSCL's growers.
- 3.02 The enlisted Organizer will organize seed production of popular varieties and such varieties notified within 10/ 15 years from the ensuing seed supply season. The confirmation of varieties will have to be received from appropriate authority of the WBSSCL before organizing seed production programme of WBSSCL from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2023 covering Kharif 2021-22 to Rabi-Summer 2022-23.
- 3.03 Seed Quality must conform to Indian Minimum Seed Certification Standards framed by the Central Seed Certification Board under Seed Act. 1966 (standard prescribed in the Indian Minimum Seed Certification Standards 2013 and as amended from time to time).
- 3.04 The produced seed must be certified by the West Bengal State Seed Certification Agency.
- 3.05 Breeder/ Foundation Seed as per requirement will have to be procured/ collected by the organizer themselves at their own interest and cost. If Breeder/ Foundation Seeds available with WBSSCL then they will be bound to procure the same.
- 3.06 Field visit of grower's plots at any stage as well as visit during processing & packeting works and storing of seeds at organizer's end may be undertaken by the representatives of WBSSCL for supervision time and again.
- 3.07 Target for supply of seed must be furnished in season-crop-variety and quantity-wise as per availability on enquiry from WBSSCL.
- 3.08 Procurement shall be made in terms of supply order to be issued by the concerned WBSSCL District Unit in favour of the Organizer after obtaining availability report of seeds (crop & variety-wise) as finished product (i.e. duly certified, packeted & tagged by WBSSCA).
- 3.09 Organizer shall be bound to report crop & variety-wise total seed production as finished product to the concerned District Unit of WBSSCL at least 45-60 days before the starting of next sowing season of respective crop & variety. In case of short duration varieties of kharif paddy, final production report shall be submitted within 30 days after harvest of the those varieties of paddy. The submitted report shall be based on the production target of different kinds & varieties as offered by them during bidding. Production report showing final availability well below the offered quantity shall not be entertained unless the same is justified with legitimate reasons. Otherwise, WBSSCL reserves right to take action as per provisions contained in this tender.
- 3.10 Organizers will enter in to the agreement as per terms and condition with the WBSSCL on non-judicial stamp paper of Rs. 100/- within 15 days at their expenses from the date of awarding the contract.
- 3.11 Copies of all uploaded tender documents & papers should bear signature of authorized person(s) of the Organizer Firm participating in the bid on every page.
- 3.12 Prospective bidders having any common Partners/ Directors/ Managing Partners etc. or having any other common criteria shall be considered as Sister/ Group/ Associates Company/ Concern/ Company. In such cases, only one of them will be eligible for participating in the tender. Bidders have to submit a declaration in the form of an Affidavit (notarized) vide Annexure-II on Rs.50/- non-judicial stamp paper duly notarized, **stating: -**
- (a) That no other Firm/ Sister concern/ Associates belonging to the same group is participating / submitting this tender.
- (b) That the bidders, their associates, Sister concerns etc. have not been blacklisted/ de-listed or are put to holiday by any Institutional Agency/ Govt. Deptt./ Public Sector Undertaking in the last 3 years.
- (c) That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
- 3.13 In case of any concealment of any fact, if detected later on, such bidder will be debarred from all future dealings with WBSSCL.
- 3.14 The intending seed producer participating in the tender must furnish registered office address, E-Mail ID & the person responsible with contact no. for any communication from WBSSCL. Bidding Firm must submit authorization as per Annexure-III.
- 3.15 **A token EMD of Rs. 2,00,000.00** (Rupees two lakh only) 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 required to be documented through e-filing. Tenders without EMD shall be summarily rejected except in cases where such relaxation is granted by the State Govt. as per extant tender Rules. However, availing this relaxation is subject to e-filing of duly signed proper documents.
- 3.16 Security Deposit will be deducted from the bill of the organizer as per extant rules of the State Govt.
- 3.17 The EMD shall be forfeited in case of bidder after having submitted the tender withdraws the same or changes the quoted price within the period of validity or refuses to accept the Letter of Intent (LOI) after acceptance of offer by WBSSCL. EMD of the successful bidder (hereinafter, referred as Organizer) shall be refunded after successful completion of contract and agreement.

- 3.18 EMD of the unsuccessful bidders will be refunded after establishing L-1 organizers.
- 3.19 The security deposit shall be released by WBSSCL to the organizer on successful completion of the contract and settlement of dues whether payable or recoverable. In the event of some amount is due from Organizer and the same is not paid by Organizer for any reason, the amount shall be recovered from Security Deposits as indicated above.
- 3.20 EMD/ Security Deposit in any form shall not carry any interest.
- 3.21 In case bidders desire any clarification to any tender condition or other related aspect, Production Manager, WBSSCL, Kolkata may be contacted. The Mobile No. 9232642474.
- 3.22 E-filing of incomplete tenders or tender not accompanied with required documents shall be summarily rejected without further reference whatsoever. The decision of the WBSSCL in this regard shall be conclusive and binding.
- 3.23 The lowest rate (L-1) bidder of each Seed Certification Region in respect of each item mentioned in BOQ shall be considered purely based on rate quoted in BOQ for empanelment of Organizer during the period from Kharif 2021-22 to Rabi-Summer 2022-23. For maintaining inter-region uniformity, WBSSCL reserves right to offer L-1 rate in respect of each item as per BOQ irrespective of Seed Certification Regions to other L-1 Bidder(s) of each Region if their lowest quoted rates are found higher than the inter-region L-1 rates and in necessity may also call for negotiation/ discussion.
- 3.24 WBSSCL reserves the right to award the contract to more than one bidder in each Seed Certification Region by offering inter-Region L-1 rates in respect of each item as per BOQ (i.e. empanel more than one Seed Producing Organizer) in cases where full seed production target of Kharif & Rabi- Summer crops during the crop seasons indicated in this tender in respect of each Seed Certification Region is not tied up with L-1 party, for quantity to be divided among the bidders matching the L-1 rates with preference to be given in sequence of L-1, L-2, L-3... etc. until whole quantity is tied up. Procurement of certified/ foundation seeds from empanelled Organizers will be made accordingly as per requirement.
- 3.25 Region-wise Seed Production targets of different classes of seeds for each crop under this WBSSCL Sponsored Organizer Program is indicated in Annexure-I. Bidder intending to submit bid for a Seed Certification Region or more than one Region must submit his annual seed production program for 2021-22 & 2022-23 for Region (s) in particular in line with the Annexure-I. Their production program must be in commensurate with the capacity of Processing Plant (s) and well maintained seed storing go-down (s) owned by the bidders themselves. In cases, when the crop-wise production target of L-1 bidder submitted with the bid for any of the regions does not match with the region-wise target mentioned in this tender or under any circumstances, inter-region L-1 rate in respect of each item as per BOQ are not accepted by item-wise lowest bidder of respective Region, in those cases or under any circumstances if it is found the crop-wise annual seed production target offered in this tender for each region or irrespective of regions can't be achieved, then WBSSCL reserves right to modify target of each region or may opt for crop-wise production of entire annual target from the region (s) where inter-region L-1 bidder will be found. In this regard, the decision of WBSSCL shall be decisive and binding.
- 3.26 Policies of seed procurement from Organizers in respect of any crop noted in this tender shall be governed by factors like requirement of quantity, available delivery time, place of delivery, transportation factors & other related factors thereof at the material time and it shall always protect the business interest of the Corporation. The decision of the Corporation in this regard shall be conclusive and binding.
- 3.27 In case of person other than Proprietor/ Partner/ Director is representing the company, then an authorization on Company's letter head in the enclosed Proforma Annexure-III from the Proprietor/ Partner/ Director of the organization must be submitted with tender documents. He can be authorized for discussion/ negotiations only. However, in case of partnership firm, all the partners will sign the authorization.
- 3.28 Except as otherwise stated above WBSSCL shall reserve the right to de-list any Organizer if the seed processing unit stops production or sealed by any state/ central enforcement agency or Organizer is found involved/ engaged in any unfair practices etc. or if dealing with said Organizer is prejudicial to the interest of WBSSCL which WBSSCL may verify through its own sources.
- 3.29 This tender shall primarily be valid for two (2) consecutive agricultural crop seasons i.e. 2021-22 & 2022-23 for production of seeds of Kharif & Rabi-Summer crops during this period.
- 3.30 This tender shall enable successful organizers of WBSSCL (qualified in both technical & financial bid) to supply fresh seeds to be produced under this programme during period of contract to the WBSSCL at the price inclusive of Organizer's charge/ incentives vide Clause-6 there under.
- 3.31 **Conditional offer shall not be accepted under any circumstances.**
- 3.32 If the bidder has any relation whether by blood or otherwise with any of the officers/ employees of WBSSCL, the bidder must disclose such relation at the time of submission of e-filing of tender, failing which WBSSCL shall reserve the right to reject the tender or terminate the contract.

- 3.33 If any information submitted by a bidder at the time of submission of e-Tender is detected false after the award of contract or it is discovered that some information having a material bearing on the contract is suppressed, WBSSCL reserves the right to terminate the contract the contract forthwith without any prejudice to any right, remedies, claims etc. that may be available to WBSSCL.
- 3.34 WBSSCL shall be under no obligation to entertain/ accept any claim/ demand of the bidders for the cost, charges or incidentals for, or in connection with the preparation of and submission of e-filing of this tender.
- 3.35 Technical & financial bid shall be downloaded as per above schedule at Clause-2 above. During technical & financial evaluation, the bidder may wish to be present. The bidders may appoint their authorized representatives by due authorization, which shall be required to be produced on demand.
- 3.36 To accept or reject any bid in whole or in part shall be the sole discretion of WBSSCL. The WBSSCL shall not be liable to specify reasons of such acceptance/ rejection. No further communication in this regard from the bidders shall be entertained. The WBSSCL has discretion to engage more than one successful bidder at L-1 or negotiated price and also procure certified/ foundation/ TL seeds from them in any quantity in the manner deemed fit in the commercial interest of the company. The WBSSCL shall also reserve the right to accept the lowest or other than lowest tender.
- 3.37 The WBSSCL shall not be liable to inform/ convey the reason for rejection of their bids to unsuccessful bidders.
- 4.00 Obligation of Organizer:**
- 4.01 The Organizer shall arrange foundation seed required for each crop season and also bear the cost. Organizer is to distribute such seeds among its Registered Growers (RG) for certified seed production under sponsorship of WBSSCL.
- 4.02 The organizer should obtain concurrence in advance from concerned WBSSCL District Unit regarding plan of seed production for Kharif & Rabi-Summer season of the year in contract.
- 4.03 The organizer should take up production programme of early, medium and long duration paddy seed, Hybrid Maize, Pulses & Oilseeds, Jute and Green Manuring crops etc.
- 4.04 The successful organizer shall submit details of seed production programme along with list of Registered Growers and acreage/ production target to the concerned District Unit leaving a copy to HQ of WBSSCL by **15<sup>th</sup> of September** for Kharif season and by **15<sup>th</sup> of March** for Rabi-Summer season as per Annexure – I.
- 4.05 The contract is quantity & quality oriented. Registration of RG(s) is required with West Bengal State Seed Certification Agency (WBSSCA) under sponsorship of WBSSCL. The Registration fees, inspection, seed testing, sampling and any other charges shall be borne by the Organizer.
- 4.06 Seed processing and packeting work to be taken up by Organizers in their own seed processing units or in the seeds plants approved by WBSSCA.
- 4.07 Organizer must conform to the quality and quantity actually to be supplied to WBSSCL after getting test results from STL/ QCL or both.
- 4.08 In case Growers/ Organizers fail to supply 80% of the targeted quantity, penalty shall be imposed @ 10% of the total value of short supply quantity as compensation to WBSSCL.
- 4.09 The Organizer will ensure insurance coverage against fire, theft, natural calamities and burglary in favour of WBSSCL for the seed quantity produced under contract at their cost for the period from receipt of raw seed till supplies to WBSSCL.
- 4.10 The organizer shall offer entire production of seed under this program to WBSSCL and arrange to supply fully processed seed after bagging & tagging. In case, any loss during storing in the go-down premises of Organizers if happened, then the concerned Organizer shall be held responsible and be liable to pay the entire loss amount to WBSSCL.
- 4.11 Seed produced for WBSSCL under this contract shall not be pledged with the bank or to other financial institutions (by the organizer). It is further agreed by the parties, that the stocks already hypothecated and insured in the name of WBSSCL shall not be pledged in way of hypothecated with other financial institutions or bank for borrowing additional finance from any other source as second hypothecated.
- 4.12 Entire production (crop at field) will be brought under coverage of crop insurance.
- 4.13 The Organizer shall have to execute an **agreement** with WBSSCL as per terms & conditions of the tender after awarding of contract by WBSSCL on non-judicial **stamp paper of Rs.100/-** duly notarized by the Organizer.
- 4.14 The Organizer will keep informing the WBSSCL HQ & concerned District Unit of the crop wise total production achieved under this program in time to time and also arranges for sample test in consultation with WBSSCA & WBSSCL.
- 4.15 Organizers will collect the seed from the Growers produced under this program and make payment to the to the farmers directly on behalf of the Corporation as per approved DPFC rate to be communicated from concerned WBSSCL District Unit.

**5.00 Obligation of WBSSCL:**

- 5.01 Seed production plots from which seed will be supplied are to be inspected by WBSSCL officer on need basis besides inspections conducted by the WBSSCA as a statutory measure.
- 5.02 The WBSSCL shall provide bags and seed treating chemical to the organizer. In case the organizer arranges the same the cost will be reimbursed by the WBSSCL at the approved rate of WBSSCL.
- 5.03 WBSSCL will procure seeds produced by the Organizer under this sponsored program based on the requirement at that material time. WBSSCL will lift the produce minimum 60% as per SMR.
- 5.04 Cutoff date for lifting of produce by WBSSCL will be 15<sup>th</sup> May for Kharif produce and if any quantity is not lifted by this date, WBSSCL will shift the quantity in go-down of WBSSCL up to the limit of 60% of target.
- 5.05 The quoted rate if found exorbitantly high then WBSSCL reserves right to take up negotiation with technically successful & qualified organizers.

**6.00 Procurement Rate:** The WBSSCL shall fix the procurement price of Kharif & Rabi crops for the **Organizer** taking into account the following cost components as detailed below:

- 6.01 Grower Procurement Price (in Rs/ Kg): District Price Fixation Committee (DPFC) of the concerned district where seed production under Sponsored Program of WBSSCL will be taken up by the Organizer shall fix the procurement price of processed seeds of Kharif & Rabi crops of said district duly approved by the MD WBSSCL at that material time and the Growers Procurement price of a district shall be finalized after adding usual Bonus as per extant norms of WBSSCL to DPFC price of the respective district.
- 6.02 Organizer Procurement Price: Organizer Procurement price for a particular district shall be finalized by adding Grower Procurement Price of that particular district to Organizer's charge accepted as L-1 in Rs. per kg for the respective crops as additional cost.
- 6.03 The amount to be given as organizer charge will meet the following expenditures. This charge applies to both Kharif & Rabi-Summer 2021-22 & 2022-23 production under this contract. The details of expenditures to be met by the organizer out of the additional amount being given to them as Organizer charge in Rs. / Kg.
  - 6.03.01 Carrying cost of gunny bags for bagging of raw seeds from WBSSCL District Office/ Go-down.
  - 6.03.02 Transportation charges from field to organizer's processing plant.
  - 6.03.03 Loading and unloading charges at field and processing plant for the raw seed.
  - 6.03.04 Processing charges, packeting charges and tagging charges.
  - 6.03.05 Cost of certification tags printing charges (if required).
  - 6.03.06 Registration, Processing, Packeting and Supervision charges to be paid to the certification agency.
  - 6.03.07 Stacking charges after packeting.
  - 6.03.08 Go-down hiring charges for storages of seeds at least for 3 – 4 months.
  - 6.03.09 Prophylactic measures to be taken such as spraying of insecticide, fumigation etc.
  - 6.03.10 Insurance charges.
  - 6.03.11 Filed inspection charges.
  - 6.03.12 Transportation, loading and unloading charges for supply of finished products up to respective WBSSCL District Go-down. However, the concerned district unit if re-directs the ready stock to other district units from its go-down through the concerned organizer, in such cases, the organizer shall be paid as per approved rate of the concerned district unit.

**7.00 Quality:** The seeds produced under this Organizer Program should fulfill the following quality standards before procurement by the WBSSCL: -

- 7.01 The seed stock should conform to the quality specifications prescribed in the minimum Seed Certification Standard- 2013 and as amended from time to time and shall possess good physical appearance and luster to WBSSCL's satisfaction.
- 7.02 Even if the seeds meet the certification standard WBSSCL reserves the right to reject the stock if it is rain-soaked, lacking luster and on the grounds of admixture (ODV) found during supervision by the staff of WBSSCA as well as WBSSCL or such similar ground.
- 7.03 The guarantee of genetic purity and germination should be given by the organizer (i.e. organizer of production programme).
- 7.04 Seed Inspectors from State Agril. Department/ WBSSCA may draw representative samples of the final processed & cleaned/ graded seed lots offered by the Organizer and have them analyzed in any notified State Seed Testing Laboratories by the representatives of SAD/ WBSSCA, the lots cleared by WBSSCA & notified Seed Testing Labs will be accepted.
- 7.05 The seed shall be processed and packed as per WBSSCL & WBSSCA's requirement at the Organizer's premises at his cost & expenses. WBSSCL and/ or WBSSCA will have the right to inspect the operation time to time.



- 7.06 The Organizer shall be fully responsible for any quality deviation observed by Government/ Enforcement Agency/ WBSSCL and shall be liable for damages/ legal prosecution arising out of quality lapses vide provisions under prevailing laws such as Seed Act/ Seed Control Order and Weight & Measurement Act etc.
- 8.0 **Packing:** Certified seed/ foundation/ TL seeds would be procured from the Organizer in packing sizes as desired by WBSSCL in conformity with standard norms laid down in Seed Act for supply of those classes of seeds. Printed bags as per MSCS would be supplied by WBSSCL to the Organizer. In case, if printed bags as per WBSSCL requirement are arranged by Organizer, then the cost of bag will be paid to Organizer at the prevailing approved rate of WBSSCL.
- 9.00 Delivery of Seeds:**
- 9.01 The seed shall be dispatched by the organizer before the cutoff date mentioned above. The transit time will be included in the cutoff date. The WBSSCL will pay transportation cost for delivery of seeds at destination of WBSSCL as per approved rate of WBSSCL of the district. The loading and unloading charges are to be borne by the WBSSCL.
- 9.02 While supplying the seeds the details of variety, Lot No. and Quantity should be clearly indicated in the challan invoices.
- 9.03 Seeds produced under this contract out of seed multiplication program during Kharif 2021-22 will be accepted for supply during subsequent Rabi-Summer season & next Kharif season, 2022-23 subject to fulfillment of quality standard vide Clause 7.00 & thereunder and requirement of WBSSCL. Similarly, Seeds from seed multiplication program of Rabi-Summer 2021-22 will be accepted for supply in subsequent crop season of those crops subject to compliance of aforesaid conditions. Accordingly, this arrangement will be followed in respect of seed to be produced in the subsequent Agril. Year 2022-23 under this sponsored organizer programme.
- 9.04 If the material out of this program is not supplied as per the specified schedule/ date as mentioned above, WBSSCL reserves the right to accept the material after imposing the penalty @ 1% of the invoice/ purchase order value for every week and part thereof the period of delay from delivery period subject to maximum of 10% of the total value of the material delayed.
- 9.05 To treat the default as breach of contract and to terminate the contract forthwith forfeiting EMD & Security Deposit, if any and other action against the Organizer within the provision of contract.
- 10.00 Payment terms:**
- 10.01 Payment of Organizer's charge shall not be made separately. It will be paid along with cost of total quantity of seeds of different crops supplied to WBSSCL by the concerned Organizer out of this program for utilization in subsequent crop seasons. 90% payment will be released within 45 days from the date of receipt of material along with invoices subject to satisfactory test reports and fulfilling other requirements. The balance 10% payment will be released after successful completion of contract and agreement.
- 10.02 The empanelled Organizers after supplying the seeds should raise challan in support of the supply and shall submit bill to their respective WBSSCL District Managers procuring the seeds enclosing duly receipted challan including duly certified muster-roll towards payment of seed cost to the concerned growers under respective WBSSCL Unit sponsored organizer programme for payment.
- 10.03 Payment will be made through NEFT/ RTGS for which bank particulars of the Organizer have to be furnished in the bill.
- 10.04 No other expenditures shall be permitted in the invoices except the effect of any change in taxes or levies as imposed by either State Govt. or Central Govt. or by Local Bodies/ Authorities. The Organizer shall make payment of the difference of amount due to change in taxes and duties.
- 11.00 Penalty:**
- 11.01 The seed organizer will be solely responsible for the quality of seeds produced and complaints if any received at the field and any legal consequences arisen thereof, the compensation as may be decided by any authority or consumer courts or other court of law of Govt. will be borne by the organizer.
- 11.02 No supply would be accepted after the agreed cutoff date for Kharif & Rabi unless the WBSSCL communicate any intimation to the organizer for extension of date.
- 11.03 In case of non-compliance of contract under this program, WBSSCL reserves right to treat such cases within the provision of this contract.
- 12.00 **STATUTORY CLEARANCE:** The Organizer shall arrange all applicable clearances from the concerned authority in relation to implementation of this program vis-à-vis supply of seeds under this contract.
- 13.00 WIEGHMENT/ BILLING:**
- 13.01 Weight of the material to be supplied to the WBSSCL shall be made on the basis of number of bags each containing quantity as per bagging norms of WBSSCA received at the WBSSCL go-down/ destination(s).

- 13.02 The organizer shall be fully responsible for shortages observed upon receipt of material in the intact bags, if any. The WBSSCL be within its right to reject such consignments not conforming to weight specifications as laid down in Seed Act or may decide to get the consignment standardized at the cost and expense of Organizer. The organizer shall have the right to depute their authorized representative to supervise the receipt of bags at destination. Bill shall be prepared based on the net number of bags/ net weight of goods in truck so received.
- 13.03 The organizer shall be singularly responsible to secure direct compliance with all central and state laws as well as rules, regulations, bye-laws and orders of the local authorities as may be in force from time to time.
- 14.00 **SECRECY:** Any information derived or otherwise communicated by the WBSSCL to Organizer in connection with the contract shall be kept / treated as secret and shall not without written consent of the WBSSCL be published or disclosed to any third party or made use of by the Organizer except for the purpose of execution of the contract.
- 15.00 The organizer shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent/ permission from the WBSSCL in advance.
- 16.00 All correspondence shall invariably bear reference to the contract number and date. All notices, complaints, communication and references under this contract shall be served/ delivered by Regd. Post/ by hand/ by e-Mail to the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, 5<sup>th</sup> Floor, Kolkata-700 013, e-Mail ID-[wbsocl@gmail.com](mailto:wbsocl@gmail.com).
- 17.0 Arbitration:**
- 17.01.1** In the event of any dispute arising amongst the parties, both parties agreed to use their best efforts to resolve all disputes amicably in prompt, equitable manner on good faith. In the event the parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Kolkata.
- 17.02 **Settlement of Disputes:** All disputes and/ or differences, whatsoever shall arise between the parties hereto relating to interpretation of any clause of this agreement on the right, duties or liabilities of either party under this contract or other-wise in connection with both the party present, the matter in difference shall be determined by a single arbitrator appointed by the Department of Agriculture, Govt. of West Bengal in accordance with the arbitration and conciliation Act. 1956 or any statutory enactment in that behalf for time being in force.
- 17.03 If the Sole Arbitrator to whom the matter is referred vacates his office by any reason what-so-ever, the incumbent Arbitrator shall commence the proceedings from where his predecessor had left.
- 17.04 Jurisdiction: the parties hereby irrevocably consent to the sole jurisdiction of the courts of Kolkata only in connection with any actions for proceedings arising out or in relation to this Agreement.
- 18.00 **Force Majeure:**  
Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, floods, crop failure or act of God or due to any restraint or regulation of the State/ Central Govt. or a local authority/ authorities. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing there with documentary evidence supporting the invoking of the force majeure. On cessation of the force majeure, the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of 3 months, both the parties shall meet and decide about the future course of action for implementation of contract.
- 19.00 **Validity of Contract:**
- 19.01 This contract shall be valid for two (2) consecutive agricultural crop years (730 days counting from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2023) covering seed production program of Kharif & Rabi-Summer crop during of 2021-22 & 2022-23 through Organizer of WBSSCL & subsequent procurement of fresh seeds produced under this organizer program by WBSSCL as per requirement for utilization in the subsequent crop season up to Rabi-Summer 2023-24.
- 19.02 No amendment or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.
- 19.03 The effect of force majeure clause mentioned in clause-18 above shall also be considered for further extension. The party claiming force majeure event shall provide authenticated proof under force majeure for submitting their request for extension of period of contract. The duration of such extension shall be determined by WBSSCL which shall be conclusive and final.

- 20.00 **Indemnity:** The Organizer undertakes to indemnify the WBSSCL for all claims for injury caused to any person whether a workman or not, while in or upon the site of the same and the WBSSCL shall not be bound to defend any claim brought under the Workman's Compensation Act.
- 21.00 E-filing of tender documents shall not create any contractual right in favour of either party unless a LOI is issued by WBSSCL. The terms contained herein are indicative.
- 22.00 **Termination of contract:** The contract is liable to be terminated if the ORGANIZER:
- 22.01 Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/ their assets or property on the works; or
- 22.02 Makes an arrangement with or assignments in favour of his/ their creditors/ agrees to carry out the contract under a committee or inspection of his/ their creditors; or
- 22.03 Abandon the work; or
- 22.04 If the Organizer makes default in organizing seed production and/ or, in supply of material as per terms of the contract. No claim or compensation shall be payable by WBSSCL as a result of such termination; or
- 22.05 Assigns or in part thereof without written permission of WBSSCL; or
- 22.06 Performance is not satisfactory; or
- 22.07 If the Organizer obtains the contract with WBSSCL with illegal measures; or
- 22.08 Information/ documents submitted by the Organizers are detected incorrect; or
- 22.09 The above shall be without prejudice to WBSSCL's other rights under the law.
- 23.00 Upon termination of contract for reasons detailed under clause-23: -
- 23.01 The WBSSCL shall reserve right to take alternate measures to compensate the unfulfilled production target as per terms decided by WBSSCL and to recover the loss/ damages suffered by WBSSCL, if any, due to such termination be recovered from the said Organizer.
- 23.02 EMD/ Security Deposit in any form submitted by the Organizer shall stand forfeited.
- 24.00 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 Ltd.**

**Memo No. 1183/1(10)/WBSSCL/Prodn.**

**Date: 16/12/2020**

Copy forwarded for information and necessary action to:

1. The Addl. Chief Secretary to the Govt. of West Bengal, Agriculture Department & the Chairman, WBSSC Ltd., NABANNA, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah-711102.
2. The Director of Agriculture & Ex-officio Secretary, West Bengal, Jessop Building, 63, N.S. Road, Kol.1.
3. The Finance & Accounts Officer, WBSSCL, Kolkata.
4. The Members of Tender Evaluation Committee of this office (All).
5. The Administrative Officer for publicity through Notice Board & website of this office.

**Sd/-**  
**Managing Director**  
**West Bengal State Seed Corporation Ltd.**

## **Declaration by the Bidder**

1. I/ We have read and understood the NIT, Terms & Conditions and special & general instructions as contained in this Tender Ref. No. WBSSCL/MD/KOL/ NIT-36/2020-21 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 deserves right to initiate actions as deemed fit.

**Place:**

**Date:**

**(To be digitally signed by the Bidder)**

## Annexure-A

### APPLICATION FOR TECHNICAL QUALIFICATION FOR SEED PRODUCTION ORGANIZER OF WBSSCL DURING 2021-22 & 2022-23.

#### 1. Details of the firm/ Bidder

- i. Name of the firm/ Company :
- ii. Address of the Firm/ Registered Office :
- iii. Phone No. & Mobile No. :
- iv. Email Address :

- 2. (i) Address of Works (Processing Plant):
- (ii) Nos. of Processing Plant with Code No. accorded by WBSSCA :  
(Specify Seed Certification Region)
- (iii) Name of the contact person:
- (iv) Phone&Mobile No.:

#### 3. History & Organizational structure of the Organization;

- (i) Year of establishment of the Firm:
- (ii) Status of the firm: Proprietorship/ Partnership/ Private Ltd./ Cooperative Society.
- (iii) In case of Partnership: Name of all the Partners:
  - (1) Shri .....S/o  
Shri.....
  - (2) Shri.....S/o  
Shri.....
  - (3) Shri.....S/o  
Shri.....

Shri.....

(Enclose dated Notarized Affidavit by Partnership Deed with recent date of Notarization on the page)  
(Submit latest dated Notarized Affidavit by Partners that there is no change in the current status of the firm in the format in Annexure-A).

- (iv) In case of Public/ Private Limited Company:
  - Name of the Subscribers/ Directors/
  - Name of the Managing Director
  - 1. Shri.....S/o  
Shri.....
  - 2. Shri.....S/o  
Shri.....
  - 3. Shri.....S/o  
Shri.....

(Enclose copy of MOA/ Articles of Association and List of Directors)

- (v) In case of Cooperative Society: Name of the President 1. Shri.....S/o  
Shri.....

(Enclose copy of Bye-Laws/ Resolution, Details of Elected Body)

#### 4. Authorization/Responsible Person for day to day activities.

- (i) Name of the Responsible Person - Shri.....  
S/o.....

(Enclosed dated Power of Attorney/Notarized Affidavit as per Annexure-'III' by Proprietor/Partners Authorizing the responsible person of the firm for day to day activities. In case of Limited Company enclose copy of Resolution)

5. Details of Sister Concern/Group of Firms/Companies having Common Partners/Director/Managing Director with the Applicant as on date.

Name of the Firm/Associate	Common Partners/ Directors	Percentage of Interest	Type of Business	Date of Constitution of Firm

- (i) Submit dated Notarized Affidavit as per format given in the Annexure-II regarding Non-Participation of Sister Concerns under same Management in the Prequalification/Tender.
- (ii) Submit a certificate from an independent Chartered Accountants furnishing the names of any associated units of applicant or names of any unit in which any of the directors/ partners of the applicant has any interest.

6. Give details, If you or your Sister concern is dealing with WBSSCL as :-

- Transport & Packeting Contractor :
- Related to any WBSSCL Employee/Ex –Employee :

**7. Commercial Details:**

**Registration with Statutory Authorities**

Subject	Registration Authority	Address of Registering Authority	Registration Number	Date of Registration	Validity Period
In case of <u>partnership firm</u> , whether registered					
<u>In case of Public/ Private Limited</u> , whether registered with Registrar of Companies					
Registration with State Govt.					
Registration with SSI					
Registration with NSIC					
Registration with ESI					
Registration with Sales Tax Authority					
Any other Registration					

- (a) Registration with West Bengal State Seed Certification Agency State (WBSSCA):

- Type of Seed :
- Registration No. :
- Date of Registration :
- Validity period of Registration :

(b) Registration of Seed Processing Plant with WBSSCA:

- Type of Seed :
- Registration No./ Code No. :
- Date of Registration :
- Validity period of Registration :

(c) Seed License from concerned Authority of the Agriculture Department, Govt. of West Bengal:

- License Number :
- Date of issue of License :
- Issuing Authority :
- Validity period of License :
- Type of Seed :
- Licensed capacity in Quintals :

(d) Labour License No. :

(e) Provident Fund Account No. :

(f) ESI Number :

(g) Sales Tax Number :

(h) GSTIN No. :

(i) PAN Number :

(j) ISO Certification, if obtained :

(k) Any other certification/ Accreditations, give details:  
(Submit attested copies of documents of (a) to (k) as above)

8. Actual production of certified/ foundation seeds for last 3 years (in MT) duly certified by WBSSCA:

Year	Type of Seed	Production during Kharif	Production during Rabi-Summer	Total
2016-17				
2017 -18				
2018-19				

9. Actual yearly Sale figure for the State of West Bengal & other State for last 3 years (in MT):

State	2016-17	2017-18	2018-19

10. Details of Bank Account:-

- (i) Name of the Bank & Branch:
- (ii) Account Number:
- (iii) Type of Account (CC/OD/Current/ Saving):
- (iv) Status of the Firm as per Bank Records & Authorized signatory of Bank Account:

- (v) Facilities enjoyed:
- (vi) Average Monthly Transaction:  
(Submit Bank Solvency Certificate in Original covering all above aspects by Nationalized/ Scheduled Bank)

11. Capital Investment in Lakh: -Rs.....

12. Balance Sheet for the previous three financial years:

Year	Submitted Yes/ No
2016-17	
2017-18	
2018-19	

(N.B.\* -Enclose self-attested copies of balance sheets for last 3 years as above)

13. Income Tax for the previous 3 assessment years:

Assessment Year	Submitted Yes/ No
2016-17	
2017-18	
2018-19	

(N.B.\* -Enclose self-attested copies of IT Returns for last 3 years as above)

14. Technical Details:

(I) **Plant & Machinery Details:**

- (a) Raw Seed Section:
- (b) Processing Section  
-Technological support:
- (c) Testing Methods:  
-Methods of testing Quality:  
-Equipment used for testing:
- (d) Bagging Operations:  
-Methods of measurement (Automatic/ manual):
- (e) Storage Facilities:  
-Covered Storage Area with nos. and capacity:  
-Open Storage Area with nos. and capacity:
- (f) Power back-up:  
-Generator set with company:

(II) Experience: Give details of previous experience of similar jobs with WBSSCL or other reputed companies of Public/ Private Sector/ Cooperative/ Govt. Deptt. and current enlistment/ registration with Govt./PSU etc.

Name of the PSU / Govt. Deptt. etc.	Type of seed produced under Organizer Program	Qty. Produced (Qtls)	Year	
			From	To

(Enclose original/ attested copies of: Work order/ enlistment order for Organizer from reputed companies like Public/ Private sectors/ Cooperative/ Govt. Deptt. For last 3 years & current enlistment/ Registration, if any & Performance Certificate from those reputed Companies).

(III) Kharif & Rabi-summer crop-wise proposed foundation/certified/ TL seed production target for 2021-22 under Organizer Program of WBSSCL (as per Annexure-I).



15. Give details, if your firm/ Sister concern/ Associate belonging to same group has ever been delisted or put on holiday or black listed by any PSU/ Cooperative/ Private Sector Company/ Govt. Department or by any Organization during last 3 years.

Name of the Firm/ Sister Concern	Period of de-listing/ blacklisting	By whom (Name of PSU, Organization etc.)

(Submit Affidavit as per Annexure-II)

16. Give details of sample failure/ sample seized by State Govt./ Central Govt. in last 3 years:

Year	Action taking Authority	Whether sample seized/ sample failure	Reasons

17. Details of immovable properties in the name of the Proprietor/ Partner/ Directors of the Firm/ Company as given below:

Type of Property	Address of the Property	Ownership Status, Percentage Share	Estimated market value
Land			
Plot			
Shop			
House			

18. Details of Man Power under Disposal of the Firm:

Name of the Staff	Designation	Qualification	Whether Technical / Non-technical	Status (Whether Permanent / Temporary)

19. **Detail for ECS transaction through RTGS/ NEFT:**

Name & address of Bank	Account Name	Bank Account No.	Branch with Code	IFSC Code of Bank

20. Following documents are to be enclosed (check list):-

- (a) Sole Proprietor Affidavit/ Partnership Deed/ MOM/ AOA/ Copy of Bye-Laws (vide Sl. No.3 of Annexure-A): Yes/ No  
 (b) Notarized dated Affidavit with complete details (As per Annexure-II): - Yes/ No  
 (c) Certificate from Chartered Accountant regarding interest of Partners/ Directors in any other Associated or Sister concern/ firm (Vide Sl. No. 5 (ii) of Annexure-A): - Yes/ No  
 (d) Original Bank Reference Letter Solvency Certificate (as per Sl. No. 10 of Annexure-A): - Yes/ No  
 (e) Original experience certificate: - Yes/ No  
 (f) Self-attested copies of Balance Sheet along with P & L Account from last 3 financial years: - Yes/ No  
 (g) Self-attested copies of IT Returns/ Assessment Orders for last 3 assessment years: - Yes/ No  
 (h) Self-attested copies of documents given in sl. No. 7 (a) to (k) of Annexure-A: - Yes/ No  
 (i) EMD of Rs. 200000.00 ( two lakh only) Yes/ No

21. Any other information:

(Note: In case of the above documents is not enclosed please give specific reasons)

Certified that the particulars furnished above are true to the best of my/ our knowledge and belief. In case any of the above information/ documents are found to be incorrect, my application can be rejected without any claim whatsoever.

Date:

(Signature of the bidder with seal)

Place:

<b>In case of Proprietorship Firm</b>	-	<b>The Proprietor is to sign the tender application form.</b>
<b>In case of Partnership Firm</b>	-	<b>All the partners should sign the tender application form.</b>
<b>In case of Limited Firm</b>	-	<b>Managing Director should sign the tender application form.</b>
<b>In case of Cooperative</b>	-	<b>President should sign the tender application form.</b>

## Annexure-I

Prospective bidder will submit the Proforma information as sought hereunder:

Sl.No.	Name of the Crop Seed	Name of the variety under production	Total Production Target per crop year (MT)			
			Kolkata	Bankura	Burdwan	Malda
1.	Paddy Seed (C/S)	Vars. below 10 years namely:-Ciharang Sub-1 (Bina-11), Sabitri Sub-1, Dhiren, Kouswalya, Sampriti, Rajendra Bhagawati, CR Dhan-203, MTU-1121, MTU-1140, MTU-1153, MTU-1156, Sahbhagidhan, DRR-42, DRR-44, DRR-45, Mukdashree, Uttar Sona, Bidhan Suruchi, Improved Lalat,Ajit, CO-51, CSR-43, Gosaba-5, GB-3, Puspa, Kanak, Rajdeep etc. Vars. beyond 10 years namely:-SS-I, MTU-7029, MTU-1010, IET-4786, Rajendra Masuri, GB-1, Pratikshya, Pant Dhan-18 etc.	400	3000	1500	100
2.	Jute (C/S)	Vars. below 10 yrs. (viz. JRO-2407, JBO-2003H, JROG 1, CO-58 etc.	10	20	10	0
3.	Hyb.Maize(C/S)	COHM-8, DHM-117, DHM-1301 etc.	10	0	5	0
4.	Lentil (C/S)	Vars. Below 10 yrs.:- Pusa Ageti Masoor, PL-8 PL-6, PL-9, IPL-220, IPL-526, Krish (KLS-09-3), WBL-77 etc.	700	0	700	800
5.	Bengal gram (C/S)	Anuradha (WBG 39/2), Bidisha (WBG-29), Raj Vijay Gram (RVJ-202), Pusa-3043 etc.	300		200	300
6.	Moong (C/S)	Virat, Shikha, IPM-410-3, IPM-02-14, TMB-37,Sukummar, Bireswar, Sweta, IPM-02-3, Meha, PDM-139 etc.	500	0	500	500
7.	Kalai (C/S)	PU-31, IPU-02-43, WBU-109 etc.	200	50	100	150
8.	Lathyrus (C/S)	Prateek, Maha-Teora, Bidhan Khesari-I, Ratan etc.	400	100	400	400
9.	Pea (C/S)	Prakash, VL Matar-42, IPFB-10-12 etc.	50	0	0	100
10.	Arhar (C/S)	Pant Arhar-291, UPAS-120, ICPL-85063 etc.	10	0	20	20
11.	Groundnut (C/S)	TG-37A, TG-38, TG-51,GPBD-5, TG-39 etc.	250	100	350	0
12.	Rapeseed &Mustard (C/S)	Pitambari, NRCYS-05-02,Pusa Mustard-28, Pusa Mustard-30, Pant Sweta, CS-60, CS58, Pusa Mustard Double Zoro-31, TBM-204, B-9, B-54, PT-303, Raj Vijay Toria, Tapeshwari etc.	600	200	700	1000
13.	Sesame (C/S)	Savitri, Suprava, GT-2, GT-4, Amrit etc.	100	50	100	50
14.	Dhaincha (TL)	Local vars.	20	20	20	20
15.	Onion (TL)	Sukhsagar	10	0	10	0
16.	Elephant Foot (TL)	Improved Gajendra/ Bidhan Kusum/ Sree Padma/ Narendra Asha & other vars. Suitable for the State.	250	400	350	0
<b>Total:</b>			<b>3810.00</b>	<b>3940.00</b>	<b>4965.00</b>	<b>3440.00</b>

### Proforma

Sl. No.	Crop	Variety	Class	Quantity (MT)

Date:

**(Name of the organization with seal)**  
**Address in full with Pin Code and Phone Number**

**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 tender for prequalification as Seed Producing Organizer of WBSSCL for production of certified/ foundation seed in registration with WBSSCA.
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, the proprietor Shri/ Smt...../ We the Partners ..... & .....authorize Shri/Smt. .... S/o ..... to work with WBSSCL on behalf of M/s .....
5. 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. in the last 3 years.
6. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed without any lapses
7. 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

8. 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.
9. 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 at .....on ..... that the content of paras 1 to 9 of this Affidavit are true to the best of my knowledge and no party of this is false and nothing has been concealed or falsely stated therein.

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

Date:

DEPONENT (S)

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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**

**PROFORMA FOR AUTHORIZATION**

**LETTER HEAD**

Ref. No. ....

Date:

**TO WHOM SO EVER IT MAY CONCERN**

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

I.....S/o.....  
.....aged ..... years, am Proprietor/ Partner/ Director of the above company  
do hereby authorize Shri.....S/o  
..... aged ..... years to represent the  
company for the purpose of discussions/ negotiation for Tender Ref. No. WBSSCL/ MD/ KOL/  
NIT- 36 /2020-21 dated16/12/2020.

**(Full name & Signature with Stamp)**

(Signature of Shri.....)

The above signature of Shri.....is hereby attested.

**(Full name & Signature)**