

**WEST BENGAL STATE SEED CORPORATION LIMITED****(A Govt. of West Bengal Company)****Registered Head office: 6, Ganesh Chandra Avenue, Kol-13****Memo No. 765 / WBSSCL****Date: 17 /08/2022****NOTICE INVITING e-TENDER****Tender Reference No. : WBSSCL/MD/KOL/NIT-25/2022-23****SUBJECT: NOTICE INVITING E-TENDER FOR RATE CONTRACT / EMPANELMENT OF CERTIFIED JUTE SEED PRODUCING ORGANIZATION.**

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- 25/2022-23 dated 18.08.2022 from the bonafide certified jute seed producing organization hereinafter referred as ‘Supplier’ for supply of Certified Jute Seeds of varieties released within & beyond 10 years. Variety-wise tentative quantity to be procured are given below;

Sl no.	Name of Crop / Class	Name of Vars.	Tentative quantity in MT
1.	Certified Jute Seed	Within 10 years varieties (JRO-2407 / JROG-1 / KRO-4 / JROM-1)	200.00
2.		Beyond 10 years varieties (JRO-524 [Nabin] / JRO 204 [Suren])	400.00

The prospective West Bengal State Seed Certification Agency (WBSSCA) registered bonafied Seed Producing Organization of the State who are willing to quoted rate and agree to undertake production programme under supervision of APSSCA on behalf of the WBSSCL and supply Andhra Pradesh State Seed Certification Agency (APSSCA) Certified Jute Seed of different varieties as per requirement of WBSSCL may apply / bidding through e-Procurement Portal (<http://wbtenders.gov.in>) of the Government of West Bengal within the time schedule.

1. GENERAL INSTRUCTIONS TO BIDDER (GTB)

- 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.
- 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	18-08-2022 06:50 P.M.
ii	Bid submission start date (Online)	18-08-2022 06:55 P.M.
iii	Pre bid meeting	31-08-2022 01:00 P.M.
iv	Bid Submission closing (Online)	12-09-2022 01:00 P.M.
v	Bid opening date for Technical Proposals	14-09-2022 02:00 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.

- WBSSCL:** It means & includes West Bengal State Seed Corporation Ltd, hereinafter referred as “Corporation” inviting e-Tender for the purpose of purchasing certified jute seed, it’s Managing Director and any officer nominated on its behalf.
- Supplier:** Supplier means Seed Producing Organization /Firms or Companies registered under WBSSCA in whose favour Award of Contract (AOC) be issued by the authorized officer of WBSSCL.
- 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 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. GSTIN (optional), PAN, Declaration by the Bidder (Annexure-I), duly filled-in Annexure-II,
- iii. Valid Seed License for the State of W.B.,
- iv. Copy of valid Trade License.
- v. Copy of upto date Professional Tax Clearance Certificate and other documents as per NIT.
- vi. Valid WBSSCA registration certificate.

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 WHICH ARE ESSENTIAL FOR TECHNICAL ELIGIBILITY) 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 2022-23). Trade License. Declaration by the Bidder (Annexure-I) , Annexure-II, WBSSCA registration certificate
B.	Company Detail(s)	Organization Details	Proprietorship Firm (Trade License) Partnership Firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License), Society (Society Registration Copy, Trade License), Power of Attorney,
C.	Credential & other	Credential & Other	Credential 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. The intending bidder willing to submit bid in this tender for supply of Certified Jute seed to the WBSSCL should also comply the following:

- a) Seed Producers should register Seed Production Program 2022-23 in the name of WBSSCL under Seed Certification Program under APSSCA.
- b) Registration with Andhra Pradesh State Seed Certification Agency should be made in favour of the WBSSCL for which concerned Seed Producer shall bear all charges.
- c) The empaneled Seed Producer will grow seed of popular varieties and such varieties notified within 10 years and beyond 10 years taking into account ensuing seed supply season as per tentative procurement target as state above. However, confirmation of varieties and permission for undertaking the production programme under APSSCA may be taken from the appropriate authority of the WBSSCL before organizing seed production programme during 2022-23.
- d) 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 thereto from time to time).
- e) The produced seed must be certified by the Andhra Pradesh State Seed Certification Agency.
- f) Seed Producers shall procure and collect requisite quantity of Foundation Seed from the authentic sources at their own cost and interest. If available with WBSSCL, then they will be bound to procure the same from WBSSCL.
- g) WBSSCL reserves right to visit the seed production plot where the production programme will be taken for the sake of ensuring quality seed production besides inspections conducted by the APSSCA as a statutory measure inspection, go-down, processing plant, other infrastructural facilities thereof. In case, where infrastructures and other facilities related to quality seed production are not found in order for certified seed production, WBSSCL reserves right to cancel the empanelment and terminate the contract of the concerned seed producer and in such cases WBSSCL shall not be bound to procure seed from them.
- h) Target of procurement of seed, crop-variety and variety wise quantity may be available on enquiry from WBSSCL before starting of subsequent crop season.
- i) Procurement shall be made in terms of supply order to be issued by WBSSCL in favour of the empanelled Seed Producers after obtaining availability report of certified seeds (crop & variety-wise) as finished product (i.e. duly certified, packeted & tagged by APSSCA) at the offered price (inclusive of all charges & FOR Delivery to District of West Bengal) duly approved by the SLPTC / State Level Price Fixation Committee of the Corporation.
- j) Seed Producers shall be bound to report crop & variety-wise total certified seed production as finished product (tentative) to the Corporation at least 45-60 days before the starting of next sowing season of respective crop & variety. The submitted report shall be based on the production target taken of different kinds & varieties under APSSCA.
- k) Copies of all uploaded tender documents & papers should bear signature of authorized person(s) of the Seed Producers participating in the bid on every page.
- l) Policies of seed procurement from empanelled Seed Producers 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.
- m) 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 as 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.
- n) Except as otherwise stated above WBSSCL shall reserve the right to de-list any Seed Producer if the seed processing unit stops production or sealed by any state/ central enforcement agency or Seed Producer is found involved/ engaged in any unfair practices etc or if dealing with said Seed Producer is prejudicial to the interest of WBSSCL which WBSSCL may verify through its own sources.
- o) This empanelment shall primarily be valid for agricultural crop season 2022-23 for production of jute seed.
- p) This empanelment shall enable successful Jute Seed Producers of WBSSCL (qualified in technical bid) to supply jute seeds to be produced under this programme during period of contract to the WBSSCL.

- q) Similarly, WBSSCL will procure certified seed only after completion of certification procedures as **finished product** as per requirement.
- r) Conditional offer shall not be accepted under any circumstances.
- s) 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.
- t) 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.
- u) Technical bid shall be downloaded as per above schedule at Clause-2 above. During technical 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.
- v) 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.
- w) The WBSSCL shall not be liable to inform/ convey the reason for rejection of their bids to unsuccessful bidders.
- x) The contract is quantity & quality oriented. Registration of Seed Producer is required with Andhra Pradesh State Seed Certification Agency (APSSCA). The Registration fees, inspection, seed testing, sampling and any other charges/ cost (namely, cost of bag & bagging, seed treating chemicals, stenciling, stitching, printing, tagging etc) shall be borne by the concerned seed producer. **However, the specification of bag will be provided from the WBSSCL during bagging of certified jute seed.**
- y) Seed processing and packeting work to be taken up by seed producers in their own seed processing units or their authorized firm or in the seeds plants approved by APSSCA.
- z) Seed producer must conform to the quality and quantity actually to be supplied to WBSSCL after getting test results from STL/ QCL or both. However, payment will be released on the basis of 'Recommended' test report of the West Bengal State Notified Seed Testing Laboratory.
- aa) The WBSSCL reserves right to conduct aging test of supplied seed lots in cases where there is any doubt about the producing season of supplied seed lots. If the test report shows supplied stock (s) is/ are old instead of fresh. This type of malpractice shall be treated as breach of contract and accordingly action will be initiated against the concerned seed producer within the provisions as contained in this NIT including stopping of payment against such stock, forfeiting of EMD & Security Deposit if any and blacklisting for five years, termination of contract forthwith etc.
- bb) In case empanelled seed producers fail to supply the ordered quantity, penalty shall be imposed @ 10% of the total value of short supply quantity as compensation to WBSSCL in addition to other actions permissible under this tender.
- cc) All type of correspondences/ communication related to this tender shall be E-mailed to the concerned seed producers from WBSSCL using its official E-Mail ID- wbsscl@gmail.com and the same shall be treated as official communication.

3. Procurement of seed:

- i) The offered price is negotiable and shall be decided existing market price in Rs per kg in respect of crops mentioned in the tender to be available from the Govt. Department/ Govt. websites at that material time.
- ii) The figures are indicative as shown against requirement of each crop/variety and the total off take may increase/ decrease depending upon the market conditions. Further, there is no firm quantity commitment for procurement of seed from empanelled seed producers either crop/ variety wise or overall and would be at the sole discretion of WBSSCL.

4. Quality:

The seeds produced by the empanelled seed producers under this Program should fulfill the following quality standards before procurement by the WBSSCL: -

- i) 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.
- ii) 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.

- iii) The guarantee of genetic purity and germination should be given by the seed producers. (i.e. organizer of production programme).
- iv) Seed Inspectors from State Agril. Department/ WBSSCL may draw representative samples of the final processed & cleaned/ graded seed lots offered by the seed producers and have them analyzed in any notified State Seed Testing Laboratories of the W.B.
- v) The seed shall be processed and packeted as per WBSSCL's requirement at the seed producers or their authorized firm premises at their own cost & expenses. WBSSCL will have the right to inspect the operation time to time.
- vi) The seed producer 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.

5. Packing:

- i) Seed Producer shall offer produced seeds packeted in attractive bags as per specification contained in Seed Act, 1966 & standard prescribed in MSCS, 2013 & as amended from time to time. Print matter on the bag should be in English in one side & other side in Bengali. Specification of bag will be provided from the West Bengal State Seed Corporation Ltd and any other matter as to be specified by WBSSCL at the time of procurement.
- ii) During packeting work at processing end, the representative of WBSSCL will visit the plant for supervision time and again.

6. Delivery of Seeds:

- i) The seed producers are required to supply the total quantity indented by the BUYER in each supply order within the stipulated period. However, it may clearly be understood that no supply will be permitted to the seed producers after expiry of validity of contract.
- ii) Timely delivery shall be considered as the essence of the supply order. The actual date of receipt of the indented quantity at the BUYER terms and conditions of the supply order are on FOR basis. The supply has to be made on confirmed order. A period of 15 days usually shall be allowed for completion of supply against the order which will commence from the date of issue of respective supply order.
- iii) If the delivery of material is delayed by the empanelled seed producers beyond stipulated date, WBSSCL shall have the right to exercise the following:
 - a) To treat the default as breach of contract and to terminate the contract forthwith forfeiting EMD/ SD and taking other action against the concerned seed producers within the provisions of contract.
 - b) If the material is not supplied as per scheduled/ date as mentioned above, WBSSCL reserves right to accept the material after imposing the penalty @ 1% of the Invoice/ supply order value for every week and part thereof the period of delay from the delivery period subject to maximum of 10% of total value of material delayed.
- iv) The loading and unloading charges up to destination point are to be borne by the seed producer.
- v) Empanelled Seed Producer shall arrange transport at their own capacity for delivery of seeds at FOR destination point within prescribed time limit. Failure to comply delivery in due time shall be treated as breach of contract and be dealt as per provision of the contract.
- vi) While supplying the seeds the details of variety, Lot No. and Quantity should be clearly indicated in the challan/ invoices. No deviation from the content of supply order of the Corporation shall be accepted.
- vii) Seeds produced under this contract during Kharif 2022-23 will be accepted for supply during subsequent crop season of W.B. subject to fulfillment of quality standard vide Clause 5.00 & requirement of WBSSCL.
- viii) The BUYER shall have the right to procure seeds produced under this contract in full or part thereof at the risk and cost of the seed producers in case concerned producer fails to supply the allocated or indented quantity within the specified time.
- ix) Notification of dispatch shall be made to the Buyer immediately in regard to each & every consignment on dispatch indicating full details of quantity of material so that District Manager/ OIC of the WBSSCL District Unit may plan for storing and distribution of material.
- x) The Buyer shall have the sole and unfettered discretion to decrease/ increase the procurement from the

empanelled seed producers depending upon market and climatic condition within the validity of contract.

7.Payment terms:

- i) Payment shall be made on supplied stock duly receipted by the concerned WBSSCL District Units only. 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 work order.
- ii) The concerned seed producer after supplying the seeds should raise challan in support of the supply and shall submit bill enclosing duly receipted challan etc to the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, Kolkata-700013 through the District Manager/ Officer in-Charge of the respective District Unit of WBSSCL for payment.
- iii) Payment will be made through NEFT/ RTGS for which bank particulars of the seed producers have to be furnished in the bill.
- iv) 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 seed producers shall make payment of the difference of amount due to change in taxes and duties.

8. Penalty:

- i) The seed producer 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 concerned seed producer.
- ii) No supply would be accepted after the expiry of stipulated delivery shall be dealt with under the provisions of this contract.
- iv) In case of non-compliance of contract under this program, WBSSCL reserves right to treat such cases within the provision of this contract.

9. STATUTORY CLEARANCE:

The empanelled seed producer 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.

10.WIEGHMENT/ BILLING:

- i) 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 the Certification i.e. 2 kg per bag received at the WBSSCL go-down/ destination(s).
- ii) The seed producer 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 seed producer. The seed producer 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.

11.SECRECY:

- i) Any information derived or otherwise communicated by the WBSSCL to seed producers 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 seed producers except for the purpose of execution of the contract.
- ii) The seed producer 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.
- iii) 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, 5th Floor, Kolkata-700 013, e-Mail ID-wbsscl@gmail.com.

12. Arbitration:

- i) 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.

13. Settlement of Disputes:

- i) 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.
- ii) 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.
- iii) 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.

14. Force Majeure:

- i) 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.

15. Validity of Contract:

- i) 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.
- ii) The contract period may be extended for next upcoming crop season (i.e. Pre-Kharif, 2023-24) from the date of expiry of contract as indicated above, on mutual agreement by the parties concerned.
- iii) 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.

16. Indemnity:

- i) The empanelled seed producer 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.
- ii) 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.

17. Termination of contract:

The contract is liable to be terminated if the empanelled Seed Producers:

- i) 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

- ii) 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
- iii) Abandon the work; or
- iv) If the concerned seed producer makes default in 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
- v) Assigns or in part thereof without written permission of WBSSCL; or
- vi) Performance is not satisfactory; or
- vii) If the concerned seed producer obtains the contract with WBSSCL with illegal measures; or
- viii) Information/ documents submitted by the empanelled seed producers are detected incorrect; or
- ix) The above shall be without prejudice to WBSSCL's other rights under the law.
- x) Upon termination of contract for reasons detailed under clause-22:
- xi) 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 seed producer.
- xii) EMD/ Security Deposit in any form submitted by the concerned seed producer shall stand forfeited.
- xiii) 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.

18. Scope of Work :

- i) The procurement will be made as per demand / indent of the Department of Agriculture, Govt. of West Bengal as well as requirement for direct sale of the WBSSCL in compliance with the existing procurement procedure of the Government. Supply orders to be placed directly to the successful bidder from Headquarter and District office of the Corporation for supply of Certified Jute seed **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.**
- iii) **The successful bidder will supply Andhra Pradesh State Seed Certification Agency (APSSCA) Certified Jute Seed of different varieties are produced during 2022-23, as per requirement of WBSSCL during Pre-Kharif 2023.**

19. (A) Eligible Bidders:

The eligible bidders for the purpose of this Bid are -

The WBSSCA registered Seed Producing Firms or Companies (duly authenticated documents to be attached).

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) Bidders who have process and supplied at least 100 MT in each of last three (3) consecutive years (i.e. 2019-20, 2020-21, 2021-22) should apply.
- iii) The intending bidder should have adequate experience in production & supply of certified seeds in the state of West Bengal under the supervision of WBSSCA at least for 3 years.
- iv) The bidder participating in the tender process should be duly registered with WBSSCA for certified production in the State of West Bengal can apply.
- v) The bidder should have its own seed processing plant having accorded processing plant code by the WBSSCA.

- vi) The bidder should have valid Seed License from the appropriate authority at his business area.
- vii) The intending bidder should possess other requisite infrastructure related to seed production and processing namely, well maintained threshing floor both open & covered and good storing facility etc. for production of at least 100 MT seed/ annum.
- viii) 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.

20. The Tender quantity and Product specification :

- a. The quantity of the seed procurement as indicated in the Schedule of requirement is only estimated quantity. West Bengal State Seed Corporation Ltd (WBSSCL) reserves the right to change its requirement without assigning any reasons thereof. However, requirement of seed may be increased proportionately with the amount of EMD deposited.
- b. 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.
- c. The bidder or supplier of Certified Jute Seed, whose tender is accepted, shall supply only seeds of their own production under supervision of the Andhra Pradesh State Seed Certification Agency (APSSCA) or as per tie up/MOU which is submitted in the tender or the production of the Company for which bidder submitted authorization only.

21. EMD:

The intending bidder shall have to deposit a token EMD Rs. 10,00,000/- 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-filling.

- 22. 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.
- 23. **Copy of the audited Annual Report (only Profit & Loss A/c portion) along with Income Tax Return File for preceding last 3 years (2018-19, 2019-20 & 2020-21) to substantiate financial wherewithal should be produced. The bidder should have minimum Annual Turnover of Rs. 4.0 Crore (Rupees FourCrore only) per year during aforesaid years.**
- 24. **Copy of valid Trade License, GSTIN Registration Certificate(optional), Professional Tax Clearance Certificate, Incorporation Certificate, Company details should accompany the application.**
- 25. No interest shall be claimed on EMD, Security Deposit (SD) in any way.
- 26. 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**, as the case may be. But, the EMD will be refunded after successful completion of contract period.
- 27. 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.
- 28. Supplier will have to raise Challan / Bill / GST Invoice etc. of his own to WBSSCL against supply of indented materials.
- 29. The arrangement under this invitation offer shall come into force with effect from the date of execution of "Agreement".

30. The “Agreement” shall remain effective ordinarily for a period of one year from the date of execution of “Agreement”, which may be extended further for a period of maximum 1 (one) year with mutual consent between the Supplier &WBSSCLunless 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.
31. 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.100/-** 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..
32. 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- 30.
33. 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.
34. 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-36 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.**
35. 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-36 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.**
36. **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 (herein after refer to ‘SLPTC’) shall be considered by the tender inviting authority or the Department of Agriculture, Government of West Bengal as may be specified.
37. 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.

38. 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.
39. 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.
40. All disputes and Court cases are subject to the Jurisdiction of the Hon'ble Calcutta High Court only.
41. Conditional offer shall not be accepted under any circumstances.
42. 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.
43. That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
44. 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.
45. 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.- 765 /1(10)/WBSSCL

Dated :18-08-2022

Copy forwarded for kind information and necessary action to:-

- 1) The Principal Secretary, Government of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 2) The Director of Agriculture & Ex-officio secretary, West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3) The Special Secretary, Government of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah - 711102.
- 4) The Finance & Accounts Officer, WBSSCL 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

(ANNEXURE-I to Tender Reference No.: WBSSCL/MD/KOL/NIT-25/2022-23dated 18.08.22)

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-25/2022-23 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**

(ANNEXURE-II to Tender Reference No.: WBSSCL/MD/KOL/NIT-25/2022-23 dated 18.08.22)

(ON NON-JUDICIAL STAMP PAPER)

AFFIDAVIT(Notarized)

I,.....S/o.....
 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 / Supplier of
 Hybrid Seeds of to WBSSC 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/ Authorized Signatory/ LoA should submit the Affidavit.
In case of Cooperative -	President should submit the Affidavit