



# WEST BENGAL STATE SEED CORPORATION LIMITED

(A Govt. of West Bengal Company)

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

Memo No. 604 / WBSSCL/ Prodn.

Date: 01 /06/2018

## NOTICE INVITING e-TENDER

### Tender Reference No.: WBSSCL/MD/KOL/NIT-08/2018-19

**Sub: e-Tender for inviting rates from registered Labour Contractor for providing services for various agricultural works/ farm operations on contract basis for a period of one year for seed production in WBSSCL adopted Govt. Agricultural Farms located at different districts of West Bengal during Kharif & Rabi-Summer season 2018-19.**

The Managing Director, West Bengal State Seed Corporation Ltd. (WBSSCL Ltd.), 6, Ganesh Chandra Avenue, 5<sup>th</sup> Floor, Kolkata-700013 invites e-Tender vide Ref. No. WBSSCL/MD/KOL/NIT- 08/2018-19 dated 01/06/2018 from registered Labour Contractors for providing services for “Various agricultural works/ farm operations” in six (6) nos. WBSSCL adopted Govt. Agricultural Farms located at different districts of West Bengal viz. (1) Block Seed Farm (BSF), Memari-II, Purba Burdwan, (2) Habra Model Farm, North 24-Pgs., (3) Bhakuri Model Farm, Berhampore, Murshidabad, (4) BSF-Indus, Bankura (5) BSF- Joypur, Purulia & (6) any one BSF in Birbhum District, on work contract basis for a period of one year for the purpose of production of different kinds of seeds of various crops (viz. paddy, wheat, pulses, oilseeds, potato, maize, jute etc.) therein during Kharif & Rabi-Summer Season 2018-19. The rate should be quoted for individual item of work and quoted rates should be inclusive of labour charge and farm implements & machinery wherever applicable as per BOQ.

**A) Rate for labour charges (both skilled & unskilled labour with farm implements & equipment charges wherever applicable).**

Nature of Work	Rate quoted for seed production (from seed sowing to packeting) per Farm as per applicability in Rupees (Rs.)						
	Paddy	Wheat	Hyb.Maize	Oilseeds	Pulses	Potato	Other crops
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Rate should be quoted for ploughing of field both dry and wet cultivation ( with tractor or other implements), puddling, laddering, digging with spade , removal of weeds, leveling, application of manure & fertilizer, seed treatment & sowing, transplantation, repair of drainage channel (kacha) with spade & other implements, spraying of micro-nutrient as top dressing, spraying of insecticide / herbicide, weeds control (hand weeding/ mechanical), rouging, insect pest management, irrigation( using water lifting pump / existing mini/ deep tubewell) , harvesting, winnowing, sunning, processing, bagging, stitching, tagging, sealing, loading & unloading etc. whenever applicable as per need and as directed by the supervising officer of the Corporation.							

**B) Rate for Day & Night watch per Farm.**

Rate of Day & Night Watch (24 hours) per month for protection of crop and assets etc of the farm.	
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**C) Item-wise rates of labor charges (both skilled & unskilled labour with farm implements & equipment charges wherever applicable).**

Sl. No.	Item	Rates quoted (Rs.)
1.	Cleaning of bushes, stubbles etc per Acre manually	
2.	Cleaning of bushes, stubbles etc per Acre using farm implements, bush cutter etc.	
3.	Spreading of farm yard manure/ organic manure per Acre	
4.	Harrowing (Land opening) per Acre	
5.	Land leveling per Acre using improved farm machineries	
6.	Application of manures & fertilizers, micro-nutrients etc. per Acre for orchard	
7.	Spraying of Plant Protection Chemicals per Acre (manually/ farm equipment) for orchard	
8.	Erecting fence with GI wire (3 strings) per running meter (labour charges only)	
9.	Pruning, Training of shrubs, trees species per plant.	
10	Looking after one bullock pair, feeding, bathing & bullock-shed cleaning/ month	

**SPECIAL INSTRUCTION TO TENDERER (SIT)**

1. In the event of e-filing, intending tenderer (s) 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](http://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	01 -06-2018 06:50 P.M.
ii.	Bid submission start date (online)	01 -06-2018 06:55 P.M.
iii.	Bid submission closing date (online)	20 -06-2018 01:00 P.M.
iv.	Bid opening date for Technical \proposal (online)	22-06-2018 02:00 P.M.
v.	Date of uploading list for technically Qualified Bidder (online)	22 -06-2018 04:00 P.M
vi.	Date of opening of Financial proposal (online)	After finalization of technically qualified bidders financial proposal be finalized within 21 days.

3. **WBSSCL:** It means & includes West Bengal State Seed Corporation Ltd hereinafter referred as "Corporation" inviting e-Tender for rates of various agricultural works/ farm operations on contract basis for a period of one year for seed production in WBSSCL adopted Govt. Agricultural Farms located at different districts of West Bengal during Kharif & Rabi-Summer season 2018-19, its Managing Director and any officer nominated on its behalf.
4. **Labour Contractor:** It means & includes bonafied Labour Contract Firm/ Company/ Society/ Proprietary/ Partnership firm/ NGO having Labour License from **Central/ State Labour Commissioner** and in whose favour Letter of Intent 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 the labour Contractor, 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-I & Annexure-II 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 bidders willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> the bidders is to click on the link for e-Tendering site as given on the web portal.
  - Digital Signature Certificate (DSC):  
Each 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 process 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 on the ground for WBSSCL's action.
15. Award of Contract
  - i) The Bidder who have quoted lowest rate in respect of items mentioned in NIT and BOQ, Award of Contract will be given to him /them as per Terms & Conditions cl. 12 & 13 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. Scope of work involves for providing services for various agricultural works / operations as per BOQ in six (6) numbers WBSSCL adopted Government Agricultural Farms located in different Districts of West Bengal on work contract basis for a period of one year.
2. The numbers of WBSSCL adopted Government Farms for which work contract are invited may increase or decrease.
3. The intending tenderer participating in the tender should possess valid Labour License from Central/ State Labour Commissioner, EPF/ ESI Registration & GST No. Copies of aforesaid documents must be submitted.
4. The tenderer should have adequate experience of providing both skilled & unskilled labour for various agricultural operations with farm implements & machinery or related works. Working experience in reputed private sector and/ or Government/ other Seed Companies & Corporation with financial credential of at least Rs. 5.0 lakh per year for last three years should be submitted. Copies of the work orders along with payment certificate must be submitted as proof of experience in such works.
5. The tenderer must have sound financial capacity to sustain the contract with annual turnover of Rs. 15.0 lakh. Audited P & L Account or IT Returns for last three financial years be submitted for the purpose.
6. The tenderer must have PAN Card, Professional Tax, valid Trade License from Govt. of West Bengal in the name of the contractor or in the name of firm. Copies of aforesaid documents must be submitted.
7. Prospective tenderers have to submit a declaration in the form of an Affidavit vide Annexure-I on Rs.50/- non-judicial stamp paper duly notarized, **stating:-**
  - 7.1 That no other Firm/ Sister concern/ Associates belonging to the same group is participating / submitting this tender.
  - 7.2 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.
  - 7.3 That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
8. In case of any concealment of any fact, if detected later on, such bidder will be debarred from all future dealings with WBSSCL & penal action will be taken within the provisions of this tender.
9. **The EMD Rs. 30000.00** (Rupees thirty thousand 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. The same is also required to be documented through e-filing. Tenders without EMD shall summarily be 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.

- 10 Selected agency/ successful tenderers shall have to pay security deposit which may be deducted from the bill of the agency/ labour contractor as per extant rules of the State Govt.
- 11 The contractors must supply workers who know the agricultural operation works/ farm operations and do not resort to damage the farm/ office/ any assets of the farm at any time. The contractor should make payment to the workers regularly following the specified norms by different Govt. Organizations. Stopping of work/ Dharna at the farm/ office would be viewed seriously and will lead to cancellation of work order and imposition of penalty etc.
- 12 The WBSSC Ltd has the discretion either to award the work contract to one of the selected contractors or may distribute the work to several contractors based on the competency of the contractor.
- 13 The WBSSC Ltd has its own right / discretions either to accept the crop-wise/ item wise lowest rates or the total lowest quoted rates, as the case may be.
- 14 The selected tenderers are required to submit the original certificates for verification before issue of LOI. A list of job workers to be deployed in different WBSSCL adopted Farms along with their identity & address proof documents is required to be submitted to the District Manager/ in-Charge Dist. Manager of the respective District Units of WBSSC Ltd while executing the work contract.
- 15 The contractor has to provide the required number of job workers as per demand of the Supervising Authority to carry out the job satisfactory within the stipulated time as per schedule of work.
- 16 The minimum rates of wages as prescribed Central/ State Labour Commissioner from time to time should be followed by the contractor. The contractor has to pay the Minimum Wages as fixed from time to time to the workers engaged by him at the work place by 7<sup>th</sup> of every month in presence of representative of respective WBSSCL District Unit. The payments due to the workers of the contractor are to be made by the contractor after completion of each item of work irrespective of payment of bills of the contractor for the same by WBSSC Ltd.
- 17 The contractor shall duly maintain a register for each farm likewise Cultivation Register to note down daily schedule of works performed by job workers deployed by him and is to be produced when asked by the authorized officers of WBSSC Ltd.
- 18 In case of violation of any provision of labour laws, rules and regulations thereof, the WBSSC Ltd shall not be held responsible for the fault of the contractor.
- 19 The records, muster roll, wages, register etc as per requirements of Labour Enforcement Officer must be maintained by the contractor. Any deviation or irregularity in maintenance of records or observance of Contract Labour (Regulation & Abolition) Act brought to the notice of WBSSC Ltd, Kolkata/ respective District Unit of WBSSC Ltd by the Labour Department would be treated as lapse on the part of the contractor and the contract would be terminated forthwith along with imposition of penalty within the provisions of this contract.
- 20 All liabilities in respect of statutory obligations on account of various laws/ acts of the Central/ State like Contract Labour (R&A) Act, Employees Provident Fund & Miscellaneous Provisions Act,1952, Minimum Wages Act, that may be applicable to carry out the work/ job assigned shall be borne by the contractor. The liabilities of WBSSC Ltd will be limited to the payment to be made to the contractor as per the tender. WBSSC Ltd has no liability whatsoever towards the employment of the manpower/ worker/ labourer provided by the contractor.
- 21 No interest on Security Deposit and EMD shall be paid by WBSSC Ltd to the tenderer.
- 22 The EMD and Security Deposit submitted by the contractor will be refunded after satisfactory completion of the contract. No interest will be paid because of the said deposits.
- 23 The contractor will take notice of all complaints against the workers employed by him. The contractor will have to change or remove any or all of them when desired by the WBSSC Ltd/ concerned District Unit of WBSSCL, even orally.
- 24 The workers of the contractors cannot become members of any union of WBSSC Ltd or take part in agitation activity and if they are found to be so participating, they should be removed/ changed by the contractor from the assignment of any of the WBSSCL adopted farms with due replacement forthwith.
- 25 Any liabilities that may arise due to damage/ injury, death of any personnel of the contractor caused while carrying out the work shall be borne by the contractor.
- 26 Punctuality, sincerity, promptness and efficiency of the workers shall be considered as essence of this contract and it is, therefore, expressly provided and declared that WBSSC Ltd has no liability towards the employment of manpower/ job workers provided by the contractor.
- 27 The contractor must complete the work within the schedule time with full satisfaction of the WBSSC Ltd.
- 28 After awarding of contract it is incumbent on the contractor to carry out the work to the best satisfaction of WBSSC Ltd within the stipulated period allotted for completion of work. In case of non-compliance of satisfactory work and/ or stipulated period allotted for the work, the work contract for that particular item of work will be cancelled without assigning any reason.

- 29 If any ambiguity is there, the tender will be rejected summarily without bringing to the notice of the tenderers.
- 30 The WBSSC Ltd reserves the right to reject any or all the quotations either in part or in full without assigning any reason thereof. The decision of WBSSC Ltd in this matter is final and binding on the contractors.
- 31 The successful contractor (s) is required to sign an agreement with WBSSC Ltd on a non-judicial stamp paper of worth Rs. 50/- (Rupees Fifty only) for providing satisfactory services as per labour/ contract laws prevalent for work contract.
- 32 The rate once specified for each job/ item will not be allowed to be changed for the entire duration of the contract period irrespective of any subsequent revision in the rates/ wages. The quantity of the work mentioned in the work schedule is only approximate and is likely to be increased or decreased as per the need, and the contractor shall carry out the need based jobs as per the approved rate even when the quantum of work is less or more.
- 33 The rates quoted should be valid for a minimum period of one year with effect from the date of finalization/ award of the tender. The contract may be extended further, if agreed by both parties subject to satisfactory performance and fulfillment of the terms and conditions of the tender document by both. No revision in the quoted rates shall be allowed during the period of the contract.
- 34 If selected, the contractor has to execute the work as per specification in the work schedule to the satisfaction of the competent authority, failing which and/ or, for non-compliance, the EMD & Security Deposit will be forfeited and the contractor will be blacklisted. Moreover, in such cases, the contractor is liable to pay for the loss and WBSSC Ltd will be free from any legal encumbrance.
- 35 Conditional offer shall not be accepted under any circumstances.
- 36 The tenderer will provide labour and machinery for agricultural operation whenever required by the District Manager/ Office in-Charge or his authorized representative of the concerned WBSSCL District Unit and timely farm operations are to be carried out as per direction of the supervising officer of the respective farm.
- 37 That any licenses/ statutory obligations that expire during the contract period shall be duly renewed by the Bidder without any lapses.
- 38 In case of any concealment of any fact, if detected later on, such bidder will be debarred from all future dealings with WBSSCL.
- 39 The intending tenderer participating in the tender must furnish registered office address, E-Mail ID & the person responsible with contact no. for any communication from WBSSCL.
- 40 The contractor should have valid trade license from the authority concerned at their operational area.
- 41 In case of any damage to farm property, standing crop or theft conducted by the staff of the contractor during execution of work, the cost is to be borne by the contractor as assessed and fixed by the competent authority of WBSSC Ltd. Apart from this, loss on account of poor production of seed due to dearth of work force and machineries in time where the contractor is fully accountable, the cost of estimated loss will be recovered from the contractor.
- 42 WBSSCL will provide all inputs except fuel and the labour contractor will provide manual labour and all machineries & implements with fuel.
- 43 In case of any damage to farm property, standing crop or theft by the miscreants or in any other accidental cases may be brought to the notice of the Management and also take necessary steps ( FIR to Police Station etc.) instantly. Necessary further steps will be taken by the Management as per existing norms.
- 44 The period of operation will be from land preparation & seed sowing to seed harvesting, processing, bagging & tagging of seed.
- 45 In case of failure to provide the service by the approved tenderer (L-1), WBSSCL reserves right to take action as per extant rules of the State Govt and impose penalty against the contractor for the breach of contract within the provision of this contract.
- 46 Payment will be made partly (operational item wise) or fully after packing of seeds, as the case may be, of a particular crop on production of bill addressed to the District Manager/ Officer in-Charge, of respective WBSSCL District Unit to the approved contractor through RTGS only in due course after satisfaction of the competent authority and for the said purpose the contractor shall have to furnish bank particulars in the bill. No advance for operational work will be provided by the WBSSCL to the approved contractor. Payment will be made through NEFT/ RTGS for which bank particulars of the Organizer have to be furnished in the bill. TDS will be deducted from the bills of the contractor as per extant rules of Income Tax.
- 47 The certificate for work performance will be furnished on submitted bill by the District Manager/ Officer in-Charge, of respective WBSSCL District Unit for making payment.

- 48 WBSSCL will not take any responsibility in case of theft or damage of contractor's implements, equipment and devices by unwanted/ identified person while in rest or working position in the field at day or night time.
- 49 The Rate should be quoted crop-wise by the intending tenderer for completion of seed production (land preparation to final seed packeting) of each crop irrespective to cropping season per Acre (i.e. 100 decimal) along with other items as per BOQ.
- 50 The average cost of production of principal crops per hectare ( viz, Amman Paddy HYV, Boro Paddy HYV, Wheat, Maize Hyb, Mustard, Sesame, Arhar, Moong & Kalai, Potato etc) is estimated & published by valuation Wing of Agriculture Directorate, Govt. of West Bengal. It involves cost inclusive of seeds and all inputs and labour charges for agriculture operation. But, the labour contractor will quote rate only for labour charges both unskilled & skilled labour with farm implements, equipment & machinery charges wherever applicable.
- 51 If the crop is damaged by natural calamity (Flood, Drought, Devastating Rain and Climatic Depression) in that case, the labour contractor will receive payment from WBSSCL based on Register meant for maintaining daily deployment of job workers in the respective farm.
- 52 No agreement or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties, witness thereof the parties named above have put their seal and signature on this agreement at WBSSCL, Kolkata on the date mentioned above in presence of their witness whose signature have been put below.
- 53 Any information derived or otherwise communicated by the WBSSCL to the contractor 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 contractor except for the purpose of execution of the contract.
- 54 The contractor 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.
- 55 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-wbsscl@gmail.com](mailto:ID-wbsscl@gmail.com).
- 56 In the event of any dispute arising between the parties, both parties agreed to use their best efforts to resolve all disputes amicably in prompt, equitable manner on good faith.
- 57 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 otherwise in connection with both the party present, the matter in difference shall be referred to a Sole Arbitrator to be appointed by the Department of Agriculture, Govt. of West Bengal. The Arbitration shall be governed by Arbitration and Conciliation Act. 1996 and as amended from time to time. The decision of the Arbitrator shall be final and binding on both parties. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Kolkata.
- 58 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.
- 59 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.
- 60 **Termination of contract:** The contract is liable to be terminated if the CONTRACTOR:
- 60.01 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
  - 60.02 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
  - 60.03 Abandon the work; or
  - 60.04 If the Contractor makes default in providing job workers in time and/ or, non-compliance of contract in any form. No claim or compensation shall be payable by WBSSCL as a result of such termination; or

- 60.05 Assigns or in part thereof without written permission of WBSSCL; or  
 60.06 Performance is not satisfactory; or  
 60.07 If the tenderer/ contractor obtains the contract with WBSSCL with illegal measures; or  
 60.08 Information/ documents submitted by the tenderer are detected incorrect; or  
 60.09 The above shall be without prejudice to WBSSCL's other rights under the law.

61 Upon termination of contract for reasons detailed under clause-60: -

- 61.01 WBSSCL shall reserve right to take alternate measures to compensate the unaccomplished/ undone farm operations 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 Contractor.  
 61.02 EMD/ Security Deposit in any form submitted by the Organizer shall stand forfeited.  
 61.03 Contractor will be blacklisted

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

**Memo No. 604 /1(10)/WBSSCL/Prodn.**

**Date: 01/06/2018**

Copy forwarded for information and necessary action to:

1. The Secretary to the Govt. of West Bengal, Agriculture Department, 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.**



## INSTRUCTION TO BIDDERS

### 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 Rs. 30000/- towards 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. Self declaration as per Clause-7, Copy of GSTIN, PAN, Declaration by the Bidder, Annexure-I & II, Labour License, EPF/ ESI Registration.
  - iii. Copy of valid Trade License.
  - iv. Copy of upto date Professional Tax Clearance Certificate, & other documents.
  - v. Copy of valid License for marketing of Seed in the State of West Bengal.
- 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 (if any), documents related to work.
- ii) Audited P & L A/c portion (Annual Report), IT Returns, Registered office address, e-mail ID, contact no. of responsible person.
- iii) Incorporation Certificate, Company details, Power of Attorney, declaration, authorization.

**THE ABOVE STATED STATUTORY / NON-STATUTORY (TECHNICAL DOCUMENTS) SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then **click** the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	PAN, GSTIN, Labour License, EPF/ ESI Registration P Tax (Challan). Trade License. Self declaration as per Clause-7, Declaration by the Bidder, Annexure-I & II, Declaration by the Bidder.
B.	Company Detail(s)	Organization Details	Proprietorship Firm (Trade License) Partnership Firm(Partnership Deed, Trade License)Ltd. Company (Incorporation Certificate, Trade License), Society (Society Registration Copy, Trade License), Power of Attorney.
C.	Credential & other	Credential & Other	Similar nature of work done & completion / payment certificate which is applicable for eligibility in this tender. Audited Annual Report (P & L A/c), IT Returns and other

### **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- 08/ 2018-19 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 WBSSC Ltd reserves right to initiate actions as deemed fit.

**Place:**

**Date:**

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

**AFFIDAVIT**

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 Labour Contractor for  
providing services for various agricultural works/ farm operations on contract basis for a period of one year for  
seed production in WBSSCL adopted Govt. Agricultural Farms during Kharif & Rabi-Summer season 2018-19.

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. 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 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)

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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-II**

**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 Sh..... S/o  
.....aged ..... years to represent the company for the  
purpose of discussions/ negotiation for Tender Ref. No. WBSSCL/ MD/ KOL/ NIT-08/2018-19 dated  
29/05/2018.

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

(Signature of Sh.....)

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

**(Full name & Signature)**