



WEST BENGAL STATE SEED CORPORATION LIMITED
(A Govt. of West Bengal Company)
NADIA UNIT
Road Station (Dakat Pukur), Krishnagar (741101), Nadia

Memo No.: 696 / WBSSCL / KNG.

Date: 08.09.2026

NOTICE INVITING E-TENDER

West Bengal State Seed Corporation Ltd. (A Govt. of West Bengal Company), Road Station (Dakat Pukur), Krishnagar, Nadia-741101, invites e-Tender (vide.: No-NIT-08/2026-2027/WBSSCL/KNG, dtd.: 08.09.2026), under two bid system, for the work of processing and packaging of seed materials and other agricultural inputs in bags and in cartoons at the WBSSCL Godown located at Road Station (Dakat Pukur), Krishnagar, Nadia District.

The approx. tender value is Rs.5,00,000.00 (Rupees five lakh only).

Sd/- S. Ghosh
Convener TEC
and
District Manager
WBSSCL, NADIA

INSTRUCTION TO BIDDERS/TENDERERS

Terms and conditions of e-tender for processing and packaging of different types of seed and other agricultural inputs

1. In the event of e-filling, intending bidders may download the tender documents from West Bengal Govt. e-Procurement Portal (<http://www.tenders.wb.gov.in>) directly with the help of Digital Signature Certificate (DSC).
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://www.tenders.wb.gov.in>. Submission of Technical Bids and Financial bids will be done as per time schedule as stated below:

SL. NO.	Particulars	Date and Time
1	NIT and other documents (online) publishing date and document download starting date	08.09.2026 at 06.00 P.M.
2	Bid submission starting date (online)	08.09.2026 at 06.00 P.M.
3	Bid submission closing date (online)	25.09.2026 at 01.00 P.M.
4	Bid opening date for Technical Proposals (online)	28.09.2026 at 01.30 P.M.
5	Date of uploading list for technically qualified bidders (online)	Date will be notified later on
6	Date of opening of financial proposal (online)	Date will be notified later on

3. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of tender will not be accepted.
4. If the date fixed for opening of tender is declared a holiday and/or the same become impossible due to any unavoidable circumstances, the tender will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.
5. If the date up to which the tender is open for acceptance is declared to be a closed on account of holiday or any other reason, the tender shall be deemed to remain open for acceptance till next following working day.
6. The District Manager, WBSSC Ltd., Nadia and the Tender Inviting Authority (TIA) may, at his discretion, extend the bid submission date and such extension shall be binding on the Bidders.
7. Financial offer of the prospective tender will be considered only if the technical bid of the same tender is found qualified by the “Tender Evaluation Committee (TEC)”. The decision of the TEC will be final and absolute in this respect. The list of the qualified bidders will be displayed in the website.
8. It should be clearly understood by the bidders that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.

SCOPE OF WORK:

Service: The selected agency will be responsible for the end-to-end processing and packaging of various seed materials. The specific operations include:

- Processing: Operating the seed processing plant, seed dryer and gravity separator etc., to effectively clean, grade, dry, and separate the seed material according to prescribed quality standards.
- Packaging: Packing the processed seeds etc., into cloth bags, gunny bags or poly pouches, as directed by the authority based on the variety and requirement of the seed material. This includes stitching, sealing, and labeling.
- Location of the Godown: Office of the WBSSCL, Dakat Pukur, Krishnagar, District: Nadia-741101, West Bengal.
- **Contract Period:** Two (2) years (extendable based on performance).

GENERAL GUIDANCE FOR E-TENDERING:

REGISTRATION OF BIDDERS:

Any eligible bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the West Bengal Government e-Procurement System, through logging on to <https://www.tenders.wb.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 authorized e-Tokens provided as DSC (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.

ELIGIBILITY OF BIDDER:

- I) **CRITERIA:** The bidder must have a valid Trade License, Labour License, GST Registration, P.Tax Clearance and PAN Card. Tenderer/bodder should have at least 02 (two) years prior experience in handling agricultural produce, seed processing, or similar warehouse operations is preferred. The bidder must possess sufficient skilled and unskilled labor to execute the work smoothly within the stipulated deadlines.

Note: In case of partnership, only the experience of the firm will be reckoned and for this purpose the experience of the individual partners will not be counted.

- II) The intending bidder may be a sole proprietary concern or registered partnership firm, or a private limited company or a government company. The composition of the partnership or names of directors of the company, as applicable, shall be indicated.
- III) Experience certificate shall be produced from customers stating proof of satisfactory execution and completion of the contract(s), besides duly certifying the nature, period of contract and value of work handled.

Note: The year for the purpose of experience will be taken as financial year (1st April to 31st March) including the financial year in which tender enquiry is floated.

V) **WORK OF VALUE:**

- a) At least 5% of the estimated contract value (i.e., Rs.25,000.00) in each year, OR
- b) 20% of the estimated contract value (i.e, Rs.1,00,000.00) as aggregated work value in last three years.

INELIGIBILITY OF BIDDER:

- I) Bidder who have been blacklisted or otherwise debarred by WBSSCL or any department of Central or State Government or any other Public Sector Undertaking/Corporation will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.
- II) Any bidder whose contract with the WBSSCL or any department of Central or State Government or any other Public Sector Undertaking or Government Companies has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- III) Bidder who's Earnest Money Deposit (EMD) and/or Security Deposit has been forfeited by WBSSCL or any department of Central or State Government or any other Public Sector Undertaking or Government Companies, during the last five years, will be ineligible.
- IV) If the proprietor/any of the partners of the bidder firm or any of the directors of the bidder company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
- V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tender disqualified.

SUBMISSION OF TENDERS:

- I) 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 and the other is Financial Proposal before

the prescribed date and time using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non readable formats).

- II) All the interested bidders are requested to read the bid document carefully before submission of their bid.
- III) 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 TIA 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.
- IV) Tenders filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than as mentioned herein shall not be accepted.
- V) Intending contractors/bidders are required to download the e-tender documents directly from the website stated above. Tender is required to be submitted online by the intending bidders by authorized e-Tokens provided as DSC. This is the only mode of e submission of tender and document(s). All information posted in the website consisting of e-NIT, WB Form No. 2911, Tender Bill of Quantities (BOQ), corrigenda notices etc., if any, shall form part of the Contract. Details of procedure of submission have been explained under “General Terms and Conditions” and Annexure attached with the notice of e-tender (e-NIT).
- VI) All the documents uploaded by the Tender Inviting Authority forms an integral part of the tender contract/agreement. Contractors/bidders are required to upload the entire set of tender documents along with other related documents as asked for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT. Tenders are to be submitted in two folders at a time for each work, one being the ‘Technical Bid’ and the other ‘Financial Bid’. The contractor/bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Technical Bid. He/she needs to fill up the **rates (inclusive of all taxes)** of items in the BOQ downloaded for the work, in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note of all the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.
- VII) Documents uploaded by the contractors/bidders with all information and rates comprising Technical and Financial bids cannot be changed after last/end date for submission of the e-tender.
- VIII) Deed of consortium/partnership firm, and documents of their registration in the form of certified copy of ‘Form No. VIII,’ issued under the Indian Partnership Act, 1932 (Act-IX of 1932), GST and PAN (Permanent Account Number) as per RBI guidelines/above Rs.

50,000/- may be compulsorily furnished for all contracts and all other statutory clearances defined in the e-NIT.

- IX) The tender evaluation and accepting authorities reserve the right to reject any or all of the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of the tenders.
- X) Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of the tender.
- XI) Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of or on behalf of the Tenderer will also make his tender liable to rejection.

STATUTORY DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID

- I) Self attested copy of valid Trade License for **similar kind of work**.
- II) Self attested copy of valid P. Tax Certificate of Enrolment including payment certificate.
- III) Self attested copy of valid P.F. Registration Certificate and ESI Registration Certificate.
- IV) Self attested copy of EPIC, Valid PAN Card and Aadhaar Card.
- V) Self attested copy of valid labour License.
- VI) Self attested copy of experience certificate regarding security work in the Govt./Semi Govt. and Others Private Organizations etc. Experience certificate shall be produced from customers stating proof of satisfactory execution and completion of the contract(s), besides duly certifying nature, period of contract, and value of work handled. Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March). The intending bidder may be a sole proprietary concern, or registered partnership firm, or a private limited company, or a government company. The composition of the partnership, or names of directors of company, as applicable, shall be indicated. In case of partnership, only the experience of the firm will be reckoned and for this purpose the experience of the individual partners will not be counted.
- VII) **Earnest Money Deposit (EMD):**
 - (a) The token EMD [2% of the total value] i.e., approximately Rs. 10,000.00/- (Rupees ten 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://www.tenders.wb.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Nadia, these are required to be documented through e-filling.
 - (b) Tender filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than that mentioned above shall not be accepted.
 - (c) EMD, Security Deposit and Bank Guarantee (BG) shall not carry any interest, in any case.
 - (d) The EMD amount of successful bidder will be converted to SECURITY DEPOSIT and rest amount of security deposit will be adjusted from working

bills of the Contractor as per existing rules of the State Govt. of West Bengal, so that the total deduction together with the EMD constitutes 10% of the tendered value of the work actually done. (e) The EMD or Security Deposit submitted by the successful contractor will be refunded after satisfactory completion of the contract period.

In case of excess or supplementary work over the tendered amount, an additional security deposit of 10% of such additional amount must be deposited for all such excess or supplementary works beyond the tendered amount before the payment of the final bill.

- (g) Compensation for all other sums of money payable by the Contractor to the corporation under the terms of the contract may be deducted from the security deposit. However, even if the earnest money deposited exceeds the prescribed percentage due to a reduction of the tendered amount for any reason whatsoever, such additional earnest money shall be deemed to have been converted into security. Further deductions from progressive bills shall then be made by taking into consideration the enhanced component of the earnest money so converted into security.
- (h) After completion of the work, the contractor may opt for a refund of the security deposit by replacing it with an equal amount via a Bank Guarantee from a scheduled bank, valid up to three months beyond the defect liability period.

- VII) The each and every bidder participating in the bidding process must submit an affidavit on Non-judicial Stamp Paper of Rs. 10/-containing a self-declaration on "the bidding agency has not been convicted/blacklisted by any Govt. Organization/Semi or Quasi Govt. Organization/Corporation of GOI or by any other State Govt. in the country during last two years". Suppression of such facts/event happened during the period in question shall invite punishment to be decided by the TIA along with disqualification within the provisions of this tender.
- VIII) Self attested copy of bank account details.
- IX) Self attested copy of registered partnership deed in case of registered partnership firm only.
- X) The bidder should submit Bank Solvency Certificate minimum of Rs. **5 (five) lakh** from any Nationalized Bank/Central Co-Operative Bank/RBI approved private bank. Self attested copy of GST and PAN (Permanent Account Number) as per RBI guidelines.

EVALUATION OF THE TENDER

- I) District Tender Evaluation Committee (hereinafter referred to as "TEC") of WBSSCL, Nadia, will function as evaluation committee for selection of technically qualified bidders.
- II) Opening and evaluation of tender: If any bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- III) Opening of Technical Proposal: Technical proposals will be opened by the District Manager, West Bengal State Seed Corporation Limited, Nadia or his authorized

representative electronically from the website using their Digital Signature Certificate (DSC).

- IV) Intending bidders may remain present during the opening of the tender, if they desire so.
- V) 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 may summarily be rejected.
- VI) Decrypted (transformed into readable formats) documents of the statutory and non-statutory files will be downloaded and handed over to the Tender Evaluation Committee.
- VII) Summary list of technically qualified bidders will be uploaded online.
- VIII) During evaluation, if the TEC deems it necessary and finds that the step will increase competitiveness in the financial bid—ultimately benefiting the corporation without affecting the financial bid itself—it may summon a bidder or bidders to seek clarification, information, or copies/original hard copies of any document by giving notice. If these are not produced within the stipulated timeframe, their proposals will be liable for rejection.

FINANCIAL PROPOSAL:

- I) The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- II) Only downloaded copies of the above documents are to be uploaded after necessary virus scan and will have to be digitally signed by the bidder.
- III) Financial capacity of a bidder will be judged on the basis of information furnished in Bank Solvency Certificate.
- IV) Penalty for suppression/distortion of facts: If any bidder fails to produce the original hard copies of the documents on demand of the TEC 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 bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

RATES:

- I) Rate must be quoted item-wise in BOQ separately in specified columns of BOQ inclusive of all charge.
- II) The quoted rates will be treated as fixed and final for the period of the contract. No escalation whatsoever shall either be claimed or considered.

REJECTION OF BID:

TEC reserves the right to accept or reject any bid and to cancel the entire bidding processes and reject all bids at any time prior to the issue of award of contract, without thereby incurring any liability to the rejected bidder or bidders or any obligation to inform the rejected bidder or bidders of the ground for TEC's action.

VALIDITY OF BID:

Bids will be valid for 90 (ninety) days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority in consultation with the Tender Evaluation Committee, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect.

SIGNING OF TENDER:

- I) The authorized signatory shall possess an e-Token or Digital Signature Certificate (DSC) for submission of tender document. The DSC holder/authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a limited company etc. In case of partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the directors shall be mentioned, and a copy of the resolution passed by the company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the “Memorandum and Articles of Association of the Company”.
- II) The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the Digital Signature Certificate (DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the corporation under the law and the Earnest Money Deposit paid by him/her will be forfeited. The hard copy of Power of Attorney will be submitted by the successful bidder at the time of awarding of contract.
- III) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned and uploaded.

COST OF BIDDING:

The bidder/bidder shall bear all costs associated with the preparation and submission of its bid and the ‘District Manager, West Bengal State Seed Corporation Ltd (WBSSCL), Nadia hereinafter referred to as “TIA”, shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

AMENDMENT OF BIDDING DOCUMENTS:

- I) Before the deadline for submission of bids, the TIA 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>
- II) 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> .

- III) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the TIA 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.

CONTRACT:

A. DEFINITION:

- I) The term "Contract" shall mean and include the invitation to bidder, also incorporating the instructions to the bidder, general Information to the bidder, its annexures, appendices, and the acceptance of tender, and such general and special conditions as may be, added to it.
- II) The term "Contractor" herein after referred as bidder/bidder shall mean and include the person(s), firm or company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be. Contractors shall, in the tender, indicate whether they are a sole proprietary concern, or registered partnership firm, or a private limited company or a public limited company.
- III) The term "Contract Rates" shall mean the L₁ rates of payment of all items, as in the BOQ and in the Award of Contract (hereinafter referred to as "AOC") issued by the District Manager, WBSSCL or any other person authorized and acting on behalf of the corporation.
- IV) The term "Corporation" and the "WBSSCL" wherever they occur, shall mean the West Bengal State Seed Corporation Ltd., Nadia unit and will include its District Manager and its successor(s).
- V) The term "District Manager" shall be the District Manager of West Bengal State Seed Corporation Ltd. (WBSSCL) under whose administrative jurisdiction, Nadia District Unit office to which the contract relates to all.
- VI) The term "District Unit" shall mean the WBSSCL Nadia district office/go-down complex belonging to or in occupation of the corporation at any time and shall also mean and include open platform/plinth built or constructed for storage of seeds and other agricultural inputs in bags/cartoons inside or outside the owned/hired depot premises.
- VII) The term "Services" shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the District Manager or an officer acting on his behalf.

B. PARTIES TO THE CONTRACT:

- I) The parties to the contract are Transport Contractor (hereinafter referred to as "Contractor") and the WBSSC Ltd. represented by the District Manager of the Nadia District Unit acting on behalf of the WBSSCL.
- II) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has the authority to bid in favour of such other person or the firm, as the case may be, in all matters pertaining to the contract. If at any stage it is found that the person concerned had no such

authority, the Corporation may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- III) Notice or any other action to be taken on behalf of the corporation may be given/taken by the District Manager or any officer so authorized and acting on his behalf.

C. AWARD OF CONTRACT (AOC):

- I) Only technically qualified bidders who have quoted the lowest rate (L_1) in respect of all items or the maximum number of items, as the case may be, mentioned in NIT and BOQ, will be awarded the contract. It involves the process of evaluation of financial bids of all technically qualified bidders by the Tender Evaluation Committee (TEC) of the corporation and also provided that he/they accept(s) in writing to execute the whole contract in L_1 rates of all items and 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 and Accepting Authority through acceptance letter or Letter of Acceptance.

D. STANDARD TERMS AND TERMINATION CLAUSES OF CONTRACT:

I. TERM OF AGREEMENT

This agreement shall commence on the date stipulated in the Award of Contract (AOC) and shall continue for an initial period of one (1) year (the "Initial Term") unless terminated earlier.

II. EXECUTION AND VALIDITY OF CONTRACT:

- a) The successful contractor 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 Contractor at his own cost) of Rs. 100/- within seven (7) working days counting from the day after the date of receipt of the letter of "Award of Contract (AOC)" to be communicated by the District Manager, WBSSCL, Nadia.
- b) The 'Contract' under this invitation offer shall come into force with effect from the date of execution of "Agreement".
- c) The Contract shall remain in force for an initial period of one (1) year from the date of execution of the agreement or such later date as may be decided by the District Manager, WBSSCL, Nadia. The contract may be extended further for a period of 1 (one) more year with mutual consent between the contractor and WBSSCL unless terminated prematurely by WBSSCL at its discretion and satisfaction. The WBSSCL does not bind itself to adduce any reason for such extension/termination of the agreement to the Contractor/Agency but may intimate such reason if it is considered necessary/warranted by the circumstances.
- d) The District Manager of the WBSSCL, Nadia, reserves the rights to terminate the contract at any time during its period without assigning any reasons thereof by giving thirty days notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the District Manager under this clause shall be final, conclusive and binding on the Contractor/Agency.

III. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE (ROUTINE EXIT):

Clause 1.1: The West Bengal State Seed Corporation Limited (WBSSCL) and the Contractor both reserve the absolute right to terminate or opt out of this contract, in whole or in part, at any time by giving at least thirty (30) days' advance written notice to the other side. Failing in which, on the part of the Contractor, the WBSSCL reserves the right to forfeit the entire Security Deposit of the Contractor.

Clause 1.2: Upon receipt of such notice, the Contractor shall wind down operations in an orderly manner as directed by the District Manager, WBSSCL Nadia. The Contractor shall only be entitled to payment for security services satisfactorily rendered up to the effective date of termination, and no compensation for loss of anticipated profits or overheads shall be entertained.

2. TERMINATION FOR MATERIAL BREACH AND DEFAULT (FOR CAUSE):

Clause 2.1: WBSSCL reserves the right to terminate the contract with immediate effect and forfeit the Security Deposit if the Security Contractor commits a material breach, including but not limited to:

- Statutory Non-Compliance: Failure to pay minimum wages, or default in timely deposits of EPF, ESI, or Bonus as per West Bengal Labour Department directives.
- Absenteeism and Negligence: Repeated failure to deliver timely and quality service as desired by the Nadia office.
- Subletting: Any attempt to sublet, transfer, or assign the contract to a third party, which is strictly prohibited.
- Criminal Conduct: Involvement of deployed personnel in theft, pilferage of seeds/property, or indiscipline, where the contractor fails to take immediate corrective action.

Clause 2.2: In case of such breach, **a seven (7) days' show-cause notice will be served to the Contractor.** If the response is deemed unsatisfactory by the Competent Authority of WBSSCL, the contract shall stand cancelled.

Clause 2.3: Neither party shall be liable for any delay or failure to perform its contractual obligations if caused by an event beyond its reasonable control, including natural disasters (earthquakes, floods, cyclones), acts of war, terrorism, civil unrest, pandemics, or government-enforced lockdowns. However, this clause strictly excludes internal labor strikes by the Contractor's own staff, predictable seasonal weather, and the Contractor's financial insolvency or increased labor costs. In the event of an applicable **“Force Majeure”** event, the security provider must give written notice within 3 (three) days, actively make all reasonable efforts to mitigate service disruptions through alternative measures and accept that payments will be deducted on a pro-rata basis for any undelivered service. If the disruptive event persists continuously for more than 45 days, the corporation reserves the absolute right to terminate the contract without any financial penalty or liability.

3. BLACKLISTING, DEBARMENT AND FINANCIAL CONSEQUENCES:

Clause 3.1: Upon termination due to default or breach of contract, WBSSCL shall reserve the right to forfeit the entire Security Deposit.

Clause 3.2: The defaulting Contractor shall be liable to be debarred or blacklisted from participating in any future tenders floated by the West Bengal State Seed Corporation Limited or the Department of Agriculture, Government of West Bengal, for a minimum period of three (3) to five (5) years.

Clause 3.3 (Risk Purchase): In the event of abrupt termination, WBSSCL reserves the right to procure similar service from alternative sources at the risk and financial cost of the defaulting Contractor. Any excess expenditure incurred by the corporation during the interim transition period shall be recovered from the pending bills or dues of the defaulting Contractor.

4. SMOOTH TRANSITION AND HANDING OVER OF OBLIGATIONS:

Clause 4.1: Upon termination or expiry of the contract, the Contractor shall ensure a seamless transition of duties. The outgoing labours must continue to cooperate with the WBSSCL, Nadia with full diligence until the incoming service provider takes charge.

Clause 4.2: The Contractor shall hand over all logbooks, duty registers, gate passes, identity cards, and any inventory or assets provided by the Corporation in good condition to the designated store-in-charge at the Nadia unit. Final settlement of the last month's bill will only be processed upon issuance of a 'No Dues and Satisfactory Handover Certificate' by the District Manager, WBSSCL Nadia.

5. INSOLVENCY AND BANKRUPTCY:

Clause 5.1: If the Contractor is dissolved, enters into liquidation, is declared insolvent, or files for bankruptcy, WBSSCL may terminate the contract immediately via written notice without any compensation to the Contractor. This termination will not prejudice any right of action or remedy that has accrued or will accrue thereafter to the Corporation.

E. GENERAL TERMS AND CONDITIONS:

- I) At the time of issuance of the award of contract (A.O.C. in this case) the original papers have to be produced by the L₁ bidder for details scrutiny, if there is any mismatch with documents those were uploaded in the portal and the original so produced during the physical verification or if the L₁ bidder fails to produce the same within the stipulated date set by the corporation, the corporation reserves every right to offer the work order (provided all points are satisfactorily met) to the second lowest bidder, i.e., L₂, without having to show any cause to the former.
- II) The successful bidder will have to deposit Rs. 50,000/- (Rupees fifty thousand) as security money and an agreement has to be made on Rs. 10

- (Ten) non-judicial stamp before the start of the work within seven days from the date of issue of A.O.C.
- III) All the necessary Taxes (I.T. and GST) will be deducted from the bill as per the Govt. norms.
 - IV) The TEC reserves the right to accept or reject any tender without having to assign any reason thereof.
 - V) Set-off: Any sum of money due and payable to the Contractor (including Security Deposit etc. refundable to the Contractor) under this Contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under this contract or any other Contract made by the Contractor with the Corporation.
 - VI) The intended bidder must submit rate in BOQ, as specified, including loading and unloading charges. GST at present is not applicable. No zero rate of any item will be entertained. Intending bidder is requested not to quote zero (0) against any item in BOQ if bidder(s) is/are not interested to participate in any item.
 - VII) Conditional offer shall not be accepted under any circumstances.
 - VIII) Participation in the bid shall be treated as acceptance of all the term, condition and modalities as mentioned in this notice. WBSSCL shall not be responsible for any kind of failure of network, internet and computer at the bidder's end.
 - IX) During technical bid evaluation and prior to award of contract to a successful bidder, the TEC may call upon any bidder to produce any or all requisite documents physically before the authority/committee by such bidder for verification and the TEC may also formally call upon any bidder to submit any clarification for any documents at any stage during the tender process. In case any of the documents is found not in order, the bid(s) by such bidder shall be considered to be invalid and deemed to be cancelled.
 - X) The corporation in this tender seeks to avail above mentioned services for a period of two years from the date of commencement of the contract. However, the contract is extendable for a further period of one more year at the same rates, terms and conditions. In no case L₁ rate will be changed for any circumstances.
 - XI) Bidder will be made on the basis of technical evaluation. The bidder who has quoted lowest rate in maximum numbers of items, preference will be given to him, provided he accepts in writing to execute the whole contract on the basis of lowest rate (L₁ rates) for all items.
 - XII) To accept or reject the tender 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. If the lowest quoted rates are found

comparatively higher than the previous L₁ rates or present market rates, the District Manager of the Corporation has discretion to invite L₁ bidders for negotiation/discussion and accept/reject the negotiated price as well, without specifying any reasons of such acceptance/rejection. The WBSSCL shall also reserve the right to accept the lowest or other than lowest tender.

XIII) All other important documents upload in cover details (Technical Bid section) in pdf format.

F. OBLIGATION AND RESPONSIBILITIES OF THE CONTRACTOR:

- I) The composition of the partnership or names of directors of the company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the contract and his acts shall be binding on the contractor.
- II) If the bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the corporation till the satisfactory completion of the contract, failing which the contract shall be forthwith liable for termination, treating it as breach of contract by the contractor with consequences as admissible within the provisions of this tender.
- III) The Contractor shall notify to the corporation as to the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the corporation shall have the right to terminate the contract.
- IV) The Contractor shall have adequate capability to timely execute the order/instruction, to be given by the District Manager or any of his authorised respective to their satisfaction within 12 hours.
- V) The selected contractor should visit the office regularly two times each working day and collect the information regarding the processing and packaging schedule.
- VI) All the specified work including loading and unloading work is to be completed within 10.30 am to 5.30 pm in general and time is subject to be changed during emergency work or during emergency situation. Contractor should always be prepared to work during any time as desired by the District Manager or his authorized representative. In such case no over time etc will be accommodated.
- VII) The machinery, electricity, and raw materials (seeds and packing materials) will be provided by WBSSCL. The contractor is responsible for providing skilled operators and laborers.
- VIII) The contractor must ensure zero contamination or mixing of seed varieties during processing and packaging.

- IX) Any damage or loss of seed materials due to negligence by the contractor's labor will be recovered from the contractor's bills.
- X) The rate quoted should be per quintal (or per metric ton) for processing and packaging combined or separate, as specified in the financial bid format.
- XI) The authority reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Interested bidders may obtain the tender schedule and financial bid format from the Office of the District Manager, WBSSCL, Nadia, during working hours or download it from the official portal.
- XII) The intending tenderer participating in the tender must furnish registered office address, e-mail id and the persons responsible with contact no. for any communication from WBSSCL.
- XIII) All persons employed by the Contractor shall be engaged by him as own employees in all workmen's respects, and all rights and liabilities under the Indian Factories Act or the Compensation Act or Employees Provident Fund Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims, whatsoever, in respect of workmen personnel under the Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- XIV) Contractor shall also comply with all rules and regulations or enactments made by the State/Central Govt. from time to time pertaining to the contract, including all labour laws.
- XV) Bribe, Commission, Gift etc: An Act of bribe, gift or advantages given, promised or offered, by or on behalf of the Contractor or any one of their partners/directors/agents/officials, or any person on his or her behalf to any officer, officials, representative or agent of the corporation, or any person on his or their behalf, for showing any favour or for bearing to show any disfavour to any person in relation to the contract, shall make the contractor liable for termination of this contract or any other contract with the corporation and the contractor shall be liable to reimburse the corporation of any loss or damage resulting from such cancellation.
- XVI) In special cases the Contractor may also be required at short notice (may be over phone call) to arrange to process of seeds/other agricultural inputs and carry out the work of
- XVII) The Contractor will have to pay the minimum wages as per the notification of the Labour Commissionerate, Govt. of W.B., or any other competent authority, as applicable for the said case.

- XVIII) The Contractor will be liable if there occurs any loss due to theft/damage of seeds, chemical inputs, manures, assets etc., occurring during to their handling and they have to compensate for all the losses as assessed by the competent authority of this Corporation. Corporation, if deems necessary, can realize the losses incurred from the working bills lying due with the corporation. The total sum claimed shall be deducted from any sum lying due during that time or which at any time thereafter may become due or from the bills of this particular or any other future contract with the Corporation. In the event of the sum all pending bills due falls insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit and/or, addl. Bank guarantee, if any, furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- XIX) In case of misconduct, misbehave or using of slang language with the employees, customer of the corporation by the Contractor or their staffs and/or labours, the corporation reserves the right to terminate the contract of said Contractor at any point of time.
- XX) Keeping the godown clean and tidy shall be the sole responsibility of the Contractor. The Contractor is responsible for maintaining the godown in a neat and clean condition on a regular basis to ensure that the stored seeds do not become infested by store-grain pests and diseases. If any untidiness is caused by the Contractor's operations and the Corporation has to employ additional manpower to clean and sweep the godown, the Corporation reserves the right to recover the incurred costs from the Contractor's working bills.

G. HEALTH, SAFETY AND MEDICAL INDEMNITY

- I) Compliance with Health and Safety Regulations: The Contractor shall strictly comply with all applicable national, state, and local public health, occupational safety, and environmental regulations. The Contractor shall ensure that all deployed labours are fully trained in workplace health and safety protocols, including emergency evacuation, hazard identification, and first-aid procedures.
- II) Medical Fitness and Screening: All labours deployed under this contract must be medically, physically, and mentally fit to perform their duties. The Contractor may have to provide a valid medical fitness certificate from a registered medical practitioner for each labours to deployment.
- III) Routine Screenings: The Contractor shall conduct annual medical check-ups for all deployed staff at their own expense.

- IV) Substance Abuse: The Contractor must maintain a strict zero-tolerance policy for substance abuse. Personnel must not be under the influence of alcohol, narcotics, or psychotropic substances while on duty.
- V) Workplace Hazards and Infectious Diseases: In the event of a public health emergency, epidemic, or pandemic, the Contractor shall strictly enforce all government-mandated health protocols (e.g., thermal screening, sanitization, wearing protective gear etc).
- VI) Personal Protective Equipment (PPE): The Contractor is solely responsible for providing all necessary PPE (e.g., masks, gloves, safety boots, high-visibility vests) to their personnel based on the specific hazards of the deployment site.
- VII) Hazard Reporting: Deployed labours/staffs must immediately report any environmental, biological, or physical health hazards identified on the premises to the office.
- VIII) Medical Liabilities: Corporation shall not be responsible for any illness, injury, disability, or death of the security personnel arising out of or during the course of their duty.
- IX) Insurance Coverage: The Contractor must maintain valid Workmen's Compensation Insurance and comprehensive health insurance for all deployed personnel. Proof of insurance must be submitted before work commences.
- X) Indemnity: The Contractor indemnifies and holds the corporation harmless against all claims, damages, compensation, legal costs, and expenses arising from health hazards, injuries, or medical negligence involving the Contractor's personnel.

H. LEGAL RESPONSIBILITY AND POLICE MATTERS

- I) Absolute Responsibility for Legal and Police Matters:
 - a. Sole Custody: The Contractor holds exclusive responsibility for all legal affairs.
 - b. Law Enforcement Liaison: The Contractor acts as the sole coordinator for all police matters.
 - c. Immediate Police Filing: The Contractor must file First Information Reports (FIR) for all untoward incidents or accidents.
 - d. Investigation Assistance: The Contractor manages all follow-up actions with police authorities independently.
- II) Complete Indemnification and Liability:
 - a. Client Exoneration: The Contractor holds the client completely harmless from all legal disputes.
 - b. Financial Indemnity: The Contractor bears all costs for legal defense, fines, and penalties.
 - c. Personnel Misconduct: The Contractor takes full legal liability for criminal acts by its guards.

- d. Third-Party Claims: The Contractor handles all litigation resulting from security operations directly.
- III) Statutory Compliance and Court Proceedings:
 - a. Legal Representation: The Contractor represents all operational security cases in courts of law.
 - b. Witness Attendance: The Contractor ensures its deployed personnel attend court hearings whenever summoned.
 - c. Evidence Custody: The Contractor secures, preserves, and presents incident evidence to authorities.
 - d. Regulatory Alignment: The Contractor guarantees all legal actions comply fully with local labor laws.

I. ARBITRATION:

- I) The Contract will be governed by the laws of India for the time being in force.
- II) In the event of any dispute arising amongst the parties, both parties will agree 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 Nadia.
- III) 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.
- IV) If the sole Arbitrator to whom the matter is referred vacates his office by any reason whatsoever, the incumbent Arbitrator shall commence the proceedings from where his predecessor had left.
- V) Jurisdiction: the parties hereby irrevocably consent to the sole jurisdiction of the High Court, Calcutta, only in connection with any actions for proceedings arising out or in relation to this agreement.

J. SECRECY:

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 contractors except for the purpose of execution of the contract. 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. All correspondence shall

invariably bear reference to the NIT 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 District Manager, WBSSCL, Nadia, Road Station (Dakat Pukur), Krishnagar, Nadia-741101, E-mail: wbsscl.nadia@gmail.com.

K. PAYMENT:

- I) Payment will be made by the District Manager of the WBSSCL on submission of bills, in triplicate, duly supported by consignee receipts or **any valid paper** as desired by the corporation..
- II) The contractor should submit all the bills not later than 2 months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate disposal of bills the contractor is advised to submit bills weekly/fortnightly.

Sd/- S. Ghosh
Convener TEC
and
District Manager
WBSSCL, NADIA.