

WEST BENGAL STATE WAREHOUSING CORPORATION
(A GOVERNMENT UNDERTAKING)
11A, MIRZA GHALIB STEET, KHADYA BHAVAN, BLOCK – ‘B’, (4th FLOOR),
KOLKATA -700 013,PHONE NO. 033-2236-6060, FAX : 033 2236-5153
E-Mail :swc@wb.gov.in
Website :www.warehousingwb.com

**E-TENDER DOCUMENT FOR SUPPLY OF LOW DENSITY BLACK
POLYTHENE SHEET AT DIFFERENT WAREHOUSES UNDER
WEST BENGAL STATE WAREHOUSING CORPORATION.**

Schedule of E-Tender	1. Publishing date of E-tender	20.11.2018
	2. Document downloading start date and time	21.11.2018 from 16:00 hrs.
	3. Document downloading end date and time	11.12.2018 upto 18:55 hrs.
	4. Bid submission start date and time	21.11.2018 from 16:00 hrs.
	5. Bid submission end date and time	11.12.2018 upto 18:55 hrs.
	6. Date and time of online technical bid opening.	14.12.2018 at 12:00 hrs.
	7. Date and time of online price bid opening	To be intimated later on.
Pre Bid Meeting	29.11.2018 at 3.00 P.M. at WBSWC, HQ, Kolkata for clearing of doubts if any.	
Bid validity period	120 days and further extendable by fortnight from the date of opening of technical bid.	
Period of contract	One year, extendable by three months at the discretion of the Corporation. w.e.f. the date of issuance of First Work Order.	
Cost of tender	NIL	
EMD	The amount of Rs. 50,000/- (Rupees Fifty thousand) only as Earnest Money by way of credited to the Pooling Account of West Bengal State Warehousing Corporation maintained with the local point Branches of I.C.I.C.I. Bank Ltd. by way of initiating payments of pre-defined E.M.D. for the tender by selecting from either of the following payments modes; (i) Net Banking (any of the Banks listed in the I.C.I.C.I. Bank Payment Gateway) in case of payment through I.C.I.C.I. Bank Payment Gateway. (ii) R.T.G.S./ N.E.F.T. in case of offline payment through Bank A/c in any Bank within 11-12-2018 within 17:00 hrs. A copy of documentary evidence should be submitted along with the Tender documents while submission of Bids.	

Signature of issuing Authority

Signature of Tenderer

WEST BENGAL STATE WAREHOUSING CORPORATION
(A GOVERNMENT UNDERTAKING)
11A, MIRZA GHALIB STEET, KHADYA BHAVAN, BLOCK – ‘B’, (4th FLOOR),
KOLKATA -700 013, PHONE NO. 033-2236-6060, FAX : 033 2236-5153

E-Mail :swc@wb.gov.inWebsite :www.warehousingwb.com

E-Tender Notice

West Bengal State Warehousing Corporation invites online e-tendering under two bids system from experienced and bonafide Manufacturers/Authorised Agencies of Manufacturers for supply of **Low density Black Polythene Sheet (12ft. Wide, 600 gauge/150 micron thick in rolls of 40kgs each)** as and when required basis to the warehouses under the management of West Bengal State Warehousing Corporation situated in different districts of the State of West Bengal(List of godowns enclosed) as detailed below:

Scope of work	Supply of Low density Black Polythene Sheet (12ft. Wide, 600 gauge / 150 micron thick in rolls of 40kgs each) as and when required basis to the warehouses under the management of West Bengal State Warehousing Corporation situated in different districts of the State of West Bengal.	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on website i.e. www.wbtenders.gov.in .	
Tender type	Open	
Schedule of E-Tender	1. Publishing date of E-tender	20.11.2018
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Pre Bid Meeting	29.11.2018 at 3.00 P.M. at WBSWC, HQ, Kolkata for clearing of doubts if any.	
Bid validity period	120 days and further extendable by fortnight from the date of opening of technical bid.	
Period of contract	One year, extendable by three months at the discretion of the Corporation. w.e.f. the date of issuance of First Work Order.	
Cost of tender	NIL	
EMD	The amount of Rs. 50,000/-(Rupees Fifty thousand) only as Earnest Money by way of credited to the Pooling Account of West Bengal State Warehousing Corporation maintained with the local point Branches of I.C.I.C.I. Bank Ltd. by way of initiating payments of pre-defined E.M.D. for the tender by selecting from either of the following payments modes; (i) Net Banking (any of the Banks listed in the I.C.I.C.I. Bank Payment Gateway) in case of payment through I.C.I.C.I. Bank Payment Gateway. (ii) R.T.G.S./ N.E.F.T. in case of offline payment through Bank A/c in any Bank within 11-12-2018 within 17:00 hrs. A copy of documentary evidence should be submitted along with the Tenderdocuments while submission of Bids.	

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List of Godowns of WBSWC

1	Alipurduar	Chowpathy, P.O. –Alipurduar, Dist. – Jalpaiguri , Pin 736121
2	Balurghat	Khanpur More, P.O. - Beltala Park, Dist. - DakshinDinajpur Pin 733101
3	Bankura	Gobindanagar, P.O. & Dist. – Bankura , Pin 722102
4	Beliaghata	34, Canal South Road, Kolkata – 700015
5	Cossimbazar	61, Kalikapur Road, P.O. - Cossimbazar Raj, Dist. – Murshidabad, Pin 742102
6	Dakshindari	200, Dakshindari Road, Kolkata – 700048
7	Dinhata	Bhangi Part- I, Via - Dinhata, Dist. – Coochbehar, Pin 736135
8	Garbeta	Gangani, P. O. - Garbeta, Dist. - Midnapur (West), Pin 721127
9	Hide Road	1, Hide Road, Kolkata – 700088
10	Jalpaiguri	D.B.C. Road, P.O. & Dist. - Jalpaiguri, Pin – 735101
11	Jessore Road - 1	174, Jessore Road, Kolkata – 700055
12	Jessore Road - 2	BaristarBagan, P.O. - Badu, 24-Parganas (North), Pin 700128
13	Kaliaganj	DakshinAkhanagar, P.O. - Kaliagunj, Dist. - Uttar Dinajpur Pin 733129
14	Krishnanagar	Roypara, Krishnanagar, Dist. – Nadia, Pin 741101
15	Malda	Mahananda Pally, P.O. - Jhaljhalla, Dist. – Malda Pin 732101
16	Memari - 1	Hatpukur, P.O. - Memari, Dist. – Burdwan , Pin 713146
17	Memari - 2	C/o, New Rice Mill, Alamgunj, P.O. - Nutangunj, Burdwan Pin 713102
18	New Jalpaiguri	Satellite Township, P.O. - Phulbari, Dist. – Jalpaiguri Pin 734015
19	Paharpur	1, Oil Installation Road, Kolkata – 700088

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20	Raigunj	PurbaAshoke Pally (NH 34), P.O. - Raigunj, Uttar Dinajpur Pin 733134
21	Ranaghat	Rathtala, P.O. - Ranaghat, Dist. – Nadia Pin 741201
22	Sealdah	55, Canal East Road, Kolkata – 700085
23	Sibpur	99, Foreshore Road, Sibpur, Howrah - 711102.
24	Siliguri	1, Nellie SenguptaSarani, Deshbandhupara, P.O. - Siliguri Town, Dist. - Darjeeling, PIN - 734104.
25	Tarakeswar	Bajitpur, P.O. - Tarakeswar, Dist. – Hooghly, Pin 712410
26	Taratala - 1	Budge Budge Road, Rampur, P.O. - Sarkarpool, Dist. - 24 Parganas (South), Pin 700143
27	Taratala - 2	Budge Budge Road, Santoshpur, Dist.- 24 Parganas (South), Pin 700142
28	Tollygunge	4, NetajiSubhas Chandra Bose Road, Kolkata – 700040
29	Haldia	Near SilpaPrabesh Rail Station Haldia, P.O. - Debhog, Chiranjibpore, Dist.- Midnapore (E)

List of RIDF Godowns under management of WBSWC :-

Sl No.	Address of RIDF Godowns	District
1	Memari RIDF Govt. Food Godown, Near Agricultural Firm, PO- Baghila, Dist. – Bardhaman , Pin - 713146	Bardhaman
2	Guskara RIDF Govt. Food Godown,Kamalnagar, Nadipatti, Ward No. 1, PO – Guskara, Pin - 713128	Bardhaman
3	Ketugram ,RIDF Govt. Food Godown,No.2, PO – Gangatikuri , Pin - 713123	Bardhaman
4	RIDF Govt. Food Godown, Srikhanda Block-1, PO- Srikhanda, PS- Katwa, Pin – 713150	Bardhaman
5	RIDF Govt. Food Godown, Near B.D.O. Office, PO – Bhatar, Pin – 713125	Bardhaman
6	RIDF Govt. Food Godown, near Agricultural Firm, College Gate no.01, PO- Nari, Pin – 713101	Bardhaman
7	RIDF Govt. Food Godown, Purbasthali , Nimtala , PO- Samudragarh Pin – 713519	Bardhaman
8	RIDF Govt. Food Godown, Monteswar, Kusumgram, Agricultural farm, Dakbanglo More, PO- Kusumgram , Pin – 713145	Bardhaman

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9	RIDF Govt. Food Godown, Mongolkot, near Agriculture farm, Natunhat School more, PO + PS – Mangolkot, Pin - 713147	Bardhaman
10	RIDF Govt. Food Godown, Kalna, Litchutala, near B.D.O. office, kalna, Bardhaman - 713409	Bardhaman
11	RIDF Govt. Food Godown,Galsi (Block -2); SHED I PO + Vill – Galsi , Pin – 713406	Bardhaman
12	RIDF Govt. Food Godown, Galsi , Galsi (Block -2), Shed II PO + PS – Galsi, Pin – 713406	Bardhaman
13	RIDF Govt. Food Godown, Galsi (III) , Galsi (Block -2), PO + PS - Galsi Pin – 713406 Shed III	Bardhaman
14	RIDF Govt. Food Godown, Galsi (III) , Galsi (Block -2), PO + PS – Galsi, Pin – 713406 Shed IV	Bardhaman
15	RIDF Govt. Food Godown, Galsi (III) , Galsi (Block -2), PO + PS – Galsi, Pin – 713406 Shed V	Bardhaman
16	RIDF Govt. Food Godown, Habra, Farm gate, Nakpul, PO- Habra; Pin – 743252	North 24 pgs
17	RIDF Govt. Food Godown, Raghnathpur (Mat Stoppage) PO – Basirhat, Pin - 743428	North 24 pgs
18	RIDF Govt. Food Godown, Basirhat –II Raghnathpur (Mat Stoppage) PO – Basirhat, Pin - 743428	North 24 pgs
19	RIDF Govt. Food Godown, Deganga, Biswanathpur Camp, Ramnathpur, PO + PS – Deganga,Pin- 743423	North 24 pgs
20	RIDF Govt. Food Godown, Gaighata, Chandpara, DevipurKrishi Farm, P.O. Chandpara , P.S. Gaighata, PIN - 743245	North 24 pgs
21	RIDF Govt. Food Godown, RampurhatNischintapur, Near Irrigation office, PO- Rampurhat,Pin – 731224	Birbhum
22	RIDF Govt. Food Godown,Suri , Cooperative Colony Beside Suri Railway Siding, PO – Hatan Bazar, Pin – 731102	Birbhum
23	RIDF Govt. Food Godown, Surul (Opp. KalisayarMandir) PO- Sriniketan, PS – Bolpur, Pin – 731236	Birbhum
24	RIDF Govt. Food Godown, Santhia, Jagannathpur, PO- Sindurtopa, via Ahmedpur Pin – 731201	Birbhum
25	RIDF Govt. Food Godown, Nanoor , Natunpara PO & PS – Nanoor, beside NanoorChandidasKrishi Bazar, Dist – Birbhum, Pin – 731301	Birbhum
26	RIDF Govt. Food Godown, Dubrajpur, Ward No. 1, Railway Colony, PO + PS – Dubrajpur,Pin– 731123	Birbhum
27	RIDF Govt. Food Godown,	Murshidabad

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	NearBharatpur block office, PO+PS – Bharatpur Pin - 742301	
28	RIDF Govt. Food Godown, Hariharpara, Krishi Farm (Daltanpur) PO & PS – Hariharpara, Pin – 742166	Murshidabad
29	RIDF Govt. Food Godown, Khargram , PO – Nagar(near Shantipara Nagar), PS – Khargram, Pin -	Murshidabad
30	RIDF Govt. Food Godown, Kandi , PO & PS – Kandi, Bagbari Road Pin – 742137	Murshidabad
31	RIDF Govt. Food Godown, Beside Falakata,2 no. Gram Panchayet Office, through FalakataKrishakBazar,PO + PS – Falakata Pin -735211	Alipurduar
32	RIDF Govt. Food Godown, Mathabhanga Block -2, PO- Paradubi,PS– Ghoshkadanga Pin -	Coochbehar
33	RIDF Govt. Food Godown, Balurghat, Hazipur, Airport Road, PO – Beltala Park Pin - 733103	DakshinDinajpur
34	RIDF Govt. Food Godown Islampur, PO & PS – Islampur, Sivdangi Para, beside – Krishak Bazar ,Pin – 733202	Uttar Dinajpur
35	RIDF Govt. Food Godown, Vill- Jahangirpur, PO – Krishnanagar,Pin - 741103	Nadia
36	RIDF Govt. Food Godown, West Bengal State Seed Farm Karola Vita, Po & Vill – Gajole ,Dist. – Malda Pin - 732124	Malda
37	RIDF Govt. Food Godown, Old Malda Model Farm Old Malda (RIDF Gd),Vill – Aamtala,Po – Old Malda PS & Dist. – Malda , Pin - 732142	Malda
38	RIDF Govt. Food Godown, Dhaniakhali , Simla Agricultural Farm, Kankarakuli More ,PO – Kananadi , Ps – Dhaniakhali ,Pin – 712302	Hooghly
39	RIDF Govt. Food Godown, Contai, PO + Vill – Sarada PS – Contai, Dist – PurbaMidnapur Pin – 721427	PurbaMidnapur
40	RIDF Govt. Food Godown, Vill – Saktia, PO –Ubdadal PS – Bhupatinagar, Pin - 721425	PurbaMidnapur
41	RIDF Govt. Food Godown, PO –Naranda beside KishanMandi PS – Panskura,Pin– 721129	PurbaMidnapur
42	RIDF Govt. Food Godown, Egra, Vill. Aklabad (EgraBajkul Road), PO & PS Egra, Near S.D.O. Office, PIN – 721429	PurbaMidnapur
43	RIDF Govt. Food Godown, vill-Sitalkuchi,PO. SitalkuchiCoochbehar– 736158	Coochbehar
	RIDF Govt. Food Godown, Patrasayer, Vill – Alipur, PO – Betur, P.S. –	Bankura

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	Patrasayer, Dist. –Bankura, nearest railway station Betur	
44	RIDF Govt. Food GodownKumarganj, PO- Mayurpur, P.S. – Kumarganj, Dist. – DakshinDinajpur , Pin - 733141	DakshinDinajpur
45	RIDF Govt. Food Godown, Tapan, near Krishak bazaar, vill – Salash , kardah Road (near Tapan Hospital) PO + PS – Tapan, Dist. DakshinDinajpur, PIN - 733127	DakshinDinajpur
46	RIDF Govt. Food GodownBankuraSadar, PO & PS – Bankura, Near KrishiBhawan, pin - 722101	Bankura
47	RIDF Godown- Uluberia Near ESI Hospital, Bombay Road, PO – Uluberia, Dist. Howrah	Howrah
48	RIDF Godown – Haripur, beside Krishak Bazar, Nandigram, PO – Haripur, Dist. PurbaMedinipur.	East Medinipur
49	RIDF Godown – Singur, 2No. Ratanpur; P.O. & P.S. – Singur, Dist Hooghly, PIN. – 712409	Hooghly
50	RIDF Godown – Balagarh, Dakshin Chandra P.O. – Sripurbazar, P.S. – Balagarh, Dist.- Balagarh PIN.- 712514.	Hooghly
51	RIDF Godown – Chanchal, Baragachia, P.O. Chanchal, P.S. Chanchal, District Malda	Malda
52.	RIDF Godown – Patrasayer,	Bankura
53.	RIDF Godown – Jangipara	Hooghly
54.	RIDF Godown – Mathurapur	South 24 Pgs.
55.	RIDF Godown –Tehatta	Nadia
56.	RIDF Godown –Bishnupur	South 24 Pgs.
57.	RIDF Godown –Hanskhali	Nadia
58.	RIDF Godown –Daimond Harbour	South 24 Pgs.
59.	RIDF Godown – Bangoan	North 24 Parganas
60.	RIDF Godown – Bagdah	North 24 Parganas
61.	RIDF Godown – Itahar	Uttar Dinajpur
62.	RIDF Diamond Harbour, Vill-Choura PO-Sarisha, PS-Diamond Harbour, Dist-South 24 pgs Pin-743368	South 24 pgs
63.	RIDF Joypur, Vill+Post+PS-Joypur, near Krishak Bazar RanibandhDist- Purulia WB-723201	Purulia
64.	GFD Cossipore	Kolkata – 2
65.	GFD Bagrakote	Siliguri , Darjeeling
66.	GFD Shalimar, 21, Shibpur College Road, Howrah, Pin-700103	Howrah

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**SPECIFICATION OF GENERAL TERMS & CONDITIONS FOR SUPPLY OF
LOW DENSITY BLACK POLYTHENE**

1	Description of Stores	LOW DENSITY BLACK POLYTHENE
2	Requirements	Material : Low Density Polythene Sheet Colour: Black Thickness : 600 Gauge (150 Micron) (12ft. Wide, 600 gauge thick in rolls of 40kgs each (Rate is to be quoted inclusive of all taxes and charges)
3	Eligibility Criteria	Only the manufacturing companies of LDPE sheet or their authorised dealers/agents having credential certificate from Govt. Organisation for supplying the similar materials of the value not less than Rs. 25,00,000/- (Rupees twenty five lakh) in any financial year of the last three financial years can participate in the e-tender.
4	Technical Specification	As per ISI Standard with upto-date-amendments Grade-020
5	Marking	AS PER ISI Standardwithupto-date-amendments
6	Total qty. (approx.) required for the period of the rate contract.	24,400 Kg.(Kg. only). The quantity may vary according to the need of West Bengal State Warehousing Corporation. (Selected tenderer shall be required to arrange supply of materials to other SWC managed godowns not included in the current tender on the same rates, terms and conditions as per direction of the authority of the Corporation within the validity of the contract).
7	Delivery	The entire quantity is to be supplied by the tenderer at different godowns in different Districts of West Bengal under the management of West Bengal State Warehousing Corporation as may be communicated by the Corporation in the communication accepting the offer/supply orders.
8	Earnest Money	The amount of Rs. 50,000/-(Rupees Fifty thousand) only as Earnest Money by way of credited to the Pooling Account of West Bengal State Warehousing Corporation maintained with the local point Branches of I.C.I.C.I. Bank Ltd. by way of initiating payments of pre-defined E.M.D. for the tender by selecting from either of the following payments modes; (i) Net Banking (any of the Banks listed in the I.C.I.C.I. Bank Payment Gateway) in case of payment through I.C.I.C.I. Bank Payment Gateway. (ii) R.T.G.S./ N.E.F.T. in case of offline payment through Bank A/c in any Bank within 11-12-2018 within 17:00 hrs. A copy of documentary evidence should be submitted along with the Tender documents while submission of Bids.
9	Validity of Tender	120Days

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10	Past Performance	Tenderer should enclose photo copy of past performance certificate of last three financial years issued by the PSU/Govt/Semi.Govt.Agencies.
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In addition to the above, the following information may also be submitted by the Party, to whom supply order will be awarded/issued along with the bills:-

1. Party should raise invoice indicating therein clearly "original for buyers and tax / retail invoice with printed serial number."
2. The GST/excise duty plus cess being claimed by the Party shall clearly indicate separately in the invoice.
3. Excise registration number, CSTTIN number, GST number& PAN number should be indicated in the invoice clearly.

Post Purchase Inspection has to conduct at the receiving end by the concerned staff of West Bengal State Warehousing Corporation and the same will be endorsed in receipt certificate. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition.

The West Bengal State Warehousing Corporation reserves the right to accept/reject the tenders without assigning any reason and where there are two or more items in a tender, to accept the tender for any one or more items or any part thereof or to reject all tenders without assigning any reason, the decision of the Corporation in the matter shall be final and binding on the Tenderers.

Document to be attached to Tender :-

- i) Experience Certificate for supply of such materials to any Govt./Semi-Govt./PSU.;
- ii) Financial Solvency Certificate issued from on nationalized or scheduled Bank;
(to be issued by the bank on or after 1stSeptember 2018)
- iii) Annual Turnover Certificate [not less than 25% of the Project Cost];
- iv) PAN Card;
- v) Income Tax Return for the last three financial years;
- vi) Valid Trade Licence;

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- vii) Audited Report for the last three financial years;
- viii) GST Registration Certificate;
- ix) Proof of Constitution of business entity;
- x) Proof of BIS Registration;

All the documents mentioned above (**Including the documents as mentioned in Appendix - V**) are to be mandatorily uploaded while submitting the bid. If no documents is found it will be presumed that the bidder does not possess the same.

Tender contains:-

1. *Notice – Page No. 1 to 10*
2. *Appendix-I - Page No. 11 to 16*
3. *Appendix-II – Page No. 17 to 22 (General terms and conditions)*
4. *Appendix–III Form of Agreement at Page No. 23*
5. *Appendix-IV Declaration related with Technical Bid& Financial Soundness (Part-I, Part-II & Part - III)*
6. *Appendix- V Check list to be uploaded/submitted by the tenderer & BOQ related with Price Bid.*

Managing Director

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Signature of Tenderer

From:

Managing Director,
West Bengal State Warehousing Corporation,
KhadyaBhavan, 11A, MirzaGhalib Street,
4th Floor, Block – 'B',
Kolkata – 700 087.

To,

Dear Sir/(s),

1. On behalf of the West Bengal State Warehousing Corporation (hereinafter referred to as Corporation), invites E-tender for supply of **Low density Black Polythene Sheet (12ft. Wide, 600 gauge/150 micron thick in rolls of 40kgs each)** as and when required basisat any point in the districts of West Bengal under the management of WBSWC, the detailed of polythene rolls in the schedule attached to the e-tender form enclosed for one year commencing from the date of acceptance of tender subject to further extension by three months on the same rates, terms and conditions at the option of the Corporation. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule, please submit your tender/quotations to this office through the e-tender website www.wbtenders.gov.in on the prescribed- tender.
2. **Particulars and specifications:** The material (polythine sheet herein) shall comply with and conform to the specifications given in the schedule.
3. **Preparation of tender/submission of tender:** - The tenderer shall submit all the documents including schedule only through E-tendering using class -3 digital signature which is taken from any of the controller of certifying authority.
4. **Uploading/Signing of tender :-(a)** The tender/quotation is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to tender are not fully filled in. Particular attention must be paid to delivery dates and also to the particulars referred to in the general 'conditions of the contract'.

The tender and other document connected with contract must furnish the following information/documents.

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- i. ***Proof of the Constitution/Nature of the “Business Entity” (Whether it is an individual or sole proprietary concern or a partnership firm or a company registered under the Companies Act or a society registered under the Cooperative societies Act). The letter for authorizing the Officer in the shape of Power of attorney for uploading/signing of the tender shall be uploaded.***
- ii. ***The proof of licensed capacity/manufacturing/fabrication including the details of items/products manufactured and/or Certificate of competency/registration from the State Govt. NSIC Certificate should be attached, wherever applicable.***
- iii. Past experience.

Performance Certificate issued by the PSU/Govt./Semi-Govt.Agencies.

- iv. **Check List as per Appendix-V.**

5. Earnest Money:- Each tender must be accompanied by an earnest money of **Rs50,000/-** as earnest money by way of **Net Banking or RTGS/NEFT** through **Pooling Account of ICICI Bank** vide **Finance Deptt., Govt. of W.B. G.O. No. 3975-F(Y) dt. 28.07.2016.** in favour of **“West Bengal State Warehousing Corporation”**. Tenders without earnest money shall be summarily rejected in consideration of the Tenderer being permitted to tender and his offer being considered to the exclusion of the non-tenderer, the earnest money shall be liable to be forfeited if the tenderer after submitting his tender, resiles from the offer or modifies the rate or terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the tenderers failure after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to other rights or remedies of the Corporation under the contract and law. Earnest money will be returned to all the unsuccessful tenderer after the successful tenderer has signed the agreement & has deposited the requisite security deposit. Earnest money deposited by the successful tenderer shall be treated as part of the security deposit. No interest shall be payable on the earnest money in any case.

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be forfeited in the event of the tenderer's failure after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to other rights or remedies of the Corporation under the contract and law. Earnest money will be returned to all the unsuccessful tenderer after the successful tenderer has signed the agreement & has deposited the requisite security deposit. Earnest money deposited by the successful tenderer shall be treated as part of the security deposit. No interest shall be payable on the earnest money in any case.

7. **Security Deposit:** The successful tenderer should deposit security money amounting to 10% of the total value of consignment before issue of work order in the form of Bank Draft drawn in favour of "**West Bengal State Warehousing Corporation**" payable at Kolkata failing which it shall be lawful for the Corporation to forfeit the earnest money and purchase the goods at the risk and cost of the successful tenderer if the tenderer fails to furnish the security in the above manner. In case the contractor/supplier having been called upon by the Corporation to furnish security fails to do so within the specified period, the Corporation will be within its rights to recover from the supplier the amounts of such security deposit by deducting the amount from the pending bills of the supplier under this contract or any other contract with Corporation.

- a. The security deposit furnished by tenderer shall carry no interest.
- b. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7. **Delivery :**

- i) ***Period of Delivery: The supply will be tendered for inspection within such time as may be specified in the Supply order.***
- ii) ***Place of Delivery: The bidder shall deliver the material as per supply order to be issued by West Bengal State Warehousing Corporation at any place of the state of West Bengal and the tenderer shall have to supply the polythene sheet in the godowns in addition to the enclosed list of godowns.***

8. **Validity of offers:** In consideration of the rates or premises, award of the offer (Tender) shall remain open for acceptance without any modification in the rates or terms and conditions of tender for a period of **One year** from the date of the opening of the tender/quotations and in the event of any breach of this condition, without prejudice to any other right or remedy of the Corporation, the earnest money shall be liable to be forfeited.

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9. **Period of Contract:** The Contract rates shall hold good for a period of one year from the date of acceptance of tender if the contract is not terminated earlier and, may be extended by three months if so desired by the Corporation. You shall be bound to make supplies at the contract rate of the contracted items of the stores in such quantities or numbers as the Corporation may place order from time to time upto the period of one year of rate contract or further period of three months in the event of extension of the aforesaid period by the Corporation.
10. **Opening of tender:** You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified or tender can be viewed online website www.wbtenders.gov.in. If the date fixed for opening of tender is a holiday, the tender will be opened at the same time on the next working day following the holiday or holidays.
11. **Rates:** Rates should be quoted in per kg.Basis including all applicable taxes as VAT etc. and charges such as handling, transportation and delivery from factory to all our Warehouses in different Districts of West Bengal.
12. The Corporation does not bind itself to purchase any/all the quantity and to accept the lowest tender and reserves to itself the right to increase or decrease the quantity and to accept or reject any or all tenders without assigning any reasons thereof. The quantity/numbers shown in the schedule is only approximate. It can be increased or reduced at the sole discretion of purchaser. The tenderer shall have no right to make any claim against the purchaser in this regard.
13. Acceptance by the Corporation will be communicated by Fax or by speed post or through e-mail In case where acceptance is communicated by Fax or Speed Post letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the Fax or Speed Post through e-mail letter should be acted upon immediately. By the issue of communication of acceptance the contract for supply of polythene sheet in will come into existence. You will, however, be required to enter into a **formal agreement on non-judicial stamp paper of the appropriate value** in the enclosed form (Appendix-III) within seven days of the receipt of acceptance.
14. In the event of acceptance of the tender in respect of all or any of the items of tender, the contract will be governed by the general conditions of contract annexed hereto as Appendix-II.
15. INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS:

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- Internet site address for e-Tendering activities will be www.wbtenders.gov.in.
- Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance.
- In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- No definite volume of work to be performed during the currency of the contract can be guaranteed by West Bengal State Warehousing Corporation.
- Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.

“The persons signing the tender form or any document for meant part of the tender on behalf of another or on behalf of a firm of Co-Operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other persons or the firm as the case may be, in all matters pertaining to the supplier. If the person so signing the tender falls to produce the said Power of Attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law.”
- The audited balance sheet and profit & loss accounts are must in case of Co-Operative Society & Ltd. / Pvt. Ltd., Companies.The Proprietary/Partnership Firms, may submit the income tax return or statements of accounts duly

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certified by Chartered Accountant(s) given to the income tax department for the last two financial years (i.e. 2014-15 and 2015-16) along with the technical bid for verification of turnover.

- The West Bengal State Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

16. Any clarification regarding online participation, they can contact to the Assistant Secretary, W.B.S.W.C. at Khadya Bhavan, Block- B(4th Floor), 11A, Mirza Ghalib Street, Kolkata-700087 (contact no-033-2252-0335) on any working day between 11 A.M. to 5 P.M. before the preceding day of the closing date.

Yours faithfully,

Managing Director

Appendix - II

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GENERAL TERMS AND CONDITIONS OF CONTRACT**I. Definitions and Interpretation**

1. In the contract and the General and special conditions governing it, unless the context otherwise requires:
 - a) The tender are to be uploaded in two parts, Part-I containing technical specifications and Part-II containing financial offer of Appendix-V.
 - b) "Acceptance of tender" means the letter/memorandum communicating to the supplier the acceptance of his tender,
 - c) "Corporation" means the West Bengal State Warehousing Corporation established under the Warehousing Corporation Act, 1962.
 - d) "Consignee" includes the Officer to whom the stores are required to be dispatched by rail, road, air or steamer.
 - e) "Contract" means the invitation to tender inclusive of instructions to tenders, and subject to such subsequent modifications if any, the rates quoted by the tenderer in the tender, acceptance of tender the general and special conditions, annexed to the Invitation of Tender and such other conditions, if any, as may be mutually agreed upon in writing. No terms and conditions mentioned in the tender of the tenderer which is in consistent with invitation of the tender and general conditions of contract shall be deemed to be the part of the contract unless it is expressly agreed to by communication of the acceptance of the tenders.
 - f) "Supplier" means the person with whom the contract is made and includes his heirs, executors, and administrator's successors and permitted assignees, as the case may be.
 - g) "Inspecting Officer" means officer(s) of West Bengal State Warehousing Corporation or any officer of Directorate of I & QC of F& S Deptt., authorized for the purpose of inspection of the polythene rolls or work under the contract.
 - h) "Material" means the goods specified in the schedule, which the supplier has agreed to supply under the contract.
 - i) "Unit and Quantity" means the unit and quantity specified in the Schedule.
 - j) Corporation shall have the right to arrange quality testing of the product by Quality control cell of F & S Dept. or by any authorised testing centre to ascertain whether the supplied material conforms the standard specification. If the supplied materials are found inferior quality, the tenderer shall average

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replacement of the materials of his own cost within 48 hours failing which work order will be terminated and security deposit will be forfeited.

2. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act 1872, or the General Clauses Act 1897 as the case may be, including latest amendments.

II. **Parties** : -

- a) Parties to the contract are the supplier and the West Bengal State Warehousing Corporation having its **Head Office at** KhadyaBhavan, Block- B(4th Floor),11A,MirzaGhalib Street, Kolkata-700087 .
- b) “For all purposes of the contract including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications and notices addressed to the supplier shall be considered to by duly served if the same shall have been delivered, left, or posted by registered post, unless the supplier notifies a change by a separate letter sent by Registered post acknowledgement addressed to the**Managing Director,West Bengal State Warehousing Corporation**,KhadyaBhavan, Block- B(4th Floor),11A,MirzaGhalib Street, Kolkata-700087.

III. **Authority of the Managing Director or an Officer acting on behalf of him.**

For all purposes of the contract including arbitration proceedings there under, the Managing Director of the Corporation or any other officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the purchaser.

3. **Subletting and assignment:** Save with the previous consent in writing of the Corporation the Supplier shall not in any manner sublet, transfer or assign the contract or any part thereof or interest therein whatsoever.
4. **Assistance to the Supplier:** **The supplier shall be solely responsible to procure all the material required for the fulfilment of the contract.**

IV. **Security Deposit**

The successful tenderer should deposit security money amounting to 10% of the total value of consignment before issue of work order in the form of Bank Draft drawn in favour of “**West Bengal State Warehousing Corporation**” payable at Kolkata failing which it shall be lawful for the Corporation to forfeit the earnest money and purchase the goods at the risk and cost of the successful tenderer if the tenderer fails to furnish the security in the above manner. In case the contractor/supplier having been called upon by the Corporation to furnish security fails to do so within the specified period, the Corporation will be within its

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rights to recover from the supplier the amounts of such security deposit by deducting the amount from the pending bills of the supplier under this contract or any other contract with Corporation.

- i) Work Order will be issued only after furnishing the security deposit in favour of WBSWC by the tenderer.
- ii) If the successful tenderer fails to furnished security deposit within specified time the Corporation shall be at liberty to cancel the contract and to forfeit the Earnest Money.
- iv) The Security Deposit shall carry no interest and no claim shall lie against the Corporation in respect of interest under any circumstances.
- v) If the supplier fails or neglects to observe or perform any of his obligations under the contract, it shall be open to the Corporation to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the supplier or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses, or cost that may be suffered or incurred by the Corporation. Save as aforesaid if the supplier duly performs and completes the contract in all respects and presents an absolute 'No Demand Certificate' in the prescribed form, the Corporation shall refund, the security deposit within the period of six months of the receipt of supplies at destinations in conformity with the specifications and other terms and conditions, after deducting all costs and other expenses that the corporation may have incurred.
- vi) The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the supplier.
- vii) In the event of the security deposit being insufficient or if the security has been wholly forfeited the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the supplier under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable the supplier shall pay to the Corporation on demand the balance due. Extension of time shall be granted only to such suppliers who have executed the agreement and furnished the requisite security deposit.

LAPSE OF SECURITY DEPOSIT

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Security Deposits which are not claimed within **three years** from the date of last supply or date of completion of work in all respects or payment of balance amount of final bill, which is later, shall be treated as having irrecoverably lapsed/become time barred.

V. **Payments under the Contract:**

Unless otherwise agreed upon between the parties, payments for delivery of the polythene sheet will be made on submission of bills in accordance with the instructions given in the 'Acceptance of Tender' by a cheque on any Branch of the State Bank of India or any other Nationalized/Scheduled Bank.

VI. **INDEMNITY:**

The supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of the patent or registered designs of trade mark being made against the purchaser, the purchaser shall notify to the supplier the same and the supplier shall at his own expenses either settle any such disputes or conduct at his own expense any litigation that may arise there from.

VII. **INSOLVENCY AND BREACH OF CONTRACT / BLACK LISTING:**

The Corporation may at any time by notice in writing summarily determine the contract without compensation to the supplier in any of the following events, that is to say:-

- (i) If the supplier, being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditor or suspend payment or if the firm be dissolved under the partnership act; or
- (ii) If the supplier being company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a receiver, liquidator or manager; or
- (iii) If the supplier commits any breach of the contract not herein specifically provided and that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the purchaser.
- (iv) WBSWC reserves the right not to consider parties having any dispute resulting into any type of loss to the Corporation due to negligence etc. or failed to fulfill the contractual obligations during the last five years in order to protect its interest.

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(v) **The Corporation reserves the right to black list and/or debar the vendor from future participation for a period up to three years in the tender inquiry provided that :**

- ***He fails to fulfill any contractual obligations.***
- ***He gives false information and/or submits any fake document for acquiring the contract.***
- ***Any penalty imposed by the Hon'ble Court of Law and/or black-listing/debarring by any other PSU/Govt./Semi-Govt. Agency.***
- ***His overall conduct is not found satisfactory.***
- ***Any irregularity noticed at any stage.***

VIII. **ARBITRATION:-**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, West Bengal State Warehousing Corporation. It will be no objection to any such appointment that the person appointed is an employees of the Corporation that he had to deal with the matter to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a terms of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to Act for any reason, the West Bengal State Warehousing Corporation at the time of such transferred, vacation of Office or unable to act, shall appoint another person to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by the Managing Director, West Bengal State Warehousing Corporation, as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all. The arbitrator shall give reasons for award.

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Provided further that any demand for arbitration in respect of any claim (s) of the supplier(s) under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the supplier shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to supplier shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

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Appendix –III

AGREEMENT

The agreement made on this day of 20 between the West Bengal State Warehousing Corporation, Khadya Bhavan, Block- B(4th Floor), 11A, Mirza Ghalib Street, Kolkata-700087 established under Warehousing Corporations Act, 1962 (hereinafter called the 'Corporation') and M/s. _____ a* partnership firm, consisting of partner, namely (1) _____ (2) _____ / a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s. _____ (hereinafter called the Supplier) which term shall include, unless repugnant to the context, his/heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of _____ had invited tenders for the supply thereof vide tender No. _____. And WHEREAS the rate/rates submitted by the Supplier in his/their/its letter dated _____ has/have been accepted by the Corporation, vide communication No. _____ dated _____.

It is hereby witnessth:

The terms and conditions incorporated in tender No. _____ form an integral part of this agreement and will be the sole repository of the terms and conditions governing the supply of _____ to be made by the Supplier to the Corporation at the rates specified in the letter dated _____ of the Supplier, and the said letter of the Supplier is to be referred to only for the purpose of rates.

In witnesses whereof the parties have set their hands on the date herein before mentioned above written.

Witness (with full Address) Suppliers Address

- 1.
- 2.

Signature _____
(Name & address of supplier)
seal

for and on behalf of WBSWC

*strike out whichever is not applicable.

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Signature of Tenderer

Appendix –IV

Declaration

(TO BE GIVEN BY THE TENDERER)

Signature of issuing Authority

Signature of Tenderer

PRICE BID (B.O.Q.)

(Please download the PRICE BID (B.O.Q) in separate excel sheet which is also available)

Signature of issuing Authority

Signature of Tenderer