

WEST BENGAL STATE WAREHOUSING CORPORATION

(A GOVERNMENT UNDERTAKING)

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E-TENDER
FOR APPOINTMENT OF
AGENCY FOR ANNUAL COMPREHENSIVE MAINTENANCE
CONTRACT OF ELECTRONIC WEIGHBRIDGES INCLUDING
OTHER WEIGHING DEVICES INSTALLED AT WBSWC
MANAGED WAREHOUSES/GODOWNS
(2nd Call)

Tender Documents will be available
at www.wbtenders.gov.in

Closing Date and Time of submission of Bid: 09/03/2022 at 16:30 Hrs

Opening Date and Time:

Technical Bid: on 11/03/2022 at 16:30 Hrs
Financial Bid: Will be intimated later

Tenders, comprising both technical and financial bids, are to be submitted concurrently, digitally signed and to be uploaded in the website: www.wbtenders.gov.in. Incomplete tenders will not be accepted.

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Section 1

NOTICE INVITING E-TENDER

The West Bengal State Warehousing Corporation invites e-tender (2nd call) under two bids system from professionally competent and financially sound reputed agency/company for Annual Comprehensive Maintenance Contract including supplying & replacement of all necessary spare parts and other accessories, maintenance, calibration, verification, stamping and allied services of Electronic Weighbridges and other small weighing devices including Test Weights installed at various godowns under the management of WBSWC located at several places of West Bengal as listed below.

Sl. No.	District	Location of the godown with capacity of weighbridge in MT	Make	Sl. No.	District	Location of the godown with capacity of weighbridge in MT	Make
1	Alipurduar	Falakata RIDF (60)	Tulsi	21	Hooghly	Jangipara RIDF (60)	Tulsi
2		Alipurduar Warehouse (60)	Essae	22		Singur RIDF (60)	Tulsi
3	Bankura	BankuraSadar RIDF (60)	Tulsi	23		Dhaniakhali RIDF (60)	Tulsi
4		Bankura Warehouse (60)	Essae	24		Balagarh RIDF (60)	Tulsi
5		Patrasayer RIDF (60)	Tulsi	25	Howrah	Uluberia RIDF (60)	Tulsi
6	Sarenga RIDF (60)	Tulsi	26	GFD Shalimar (60)		Essae	
7	Birbhum	Ranibandh RIDF (60)	Tulsi	27	Malda	Old Malda RIDF (60)	Tulsi
8		Sainthia RIDF (60)	Tulsi	28		Gazole RIDF (60)	Tulsi
9		Dubrajpur RIDF (60)	Tulsi	29		Chanchol RIDF (60)	Tulsi
10		Suri RIDF (60)	Tulsi	30		Malda Warehouse (60)	Essae
11	Cooch Behar	Bolpur RIDF (60)	Tulsi	31	Murshidabad	Hariharpara RIDF (60)	Ablaze
12		Rampurhat RIDF (60)	Tulsi	32		Kandi RIDF (60)	Ablaze
13		Nanoor RIDF (60)	Tulsi	33		Khargram RIDF (60)	Ablaze
14	Dakshin Dinajpur	Mathanhanga RIDF (60)	Tulsi	34		Bharatpur RIDF (60)	Ablaze
15		Sitalkuchi RIDF (60)	Tulsi	35		Lalgola RIDF (60)	Weigh.
16		Dinhata Warehouse (60)	Essae	36		Nabagram RIDF (60)	Tulsi
17	Darjeeling	Balurghat RIDF (60)	Tulsi	37		Raghunathganj-I RIDF (60)	Tulsi
18		Tapan RIDF (60)	Tulsi	38	Nadia	Tehatta RIDF (60)	Tulsi
19		Kumarganj RIDF (60)	Tulsi	39		Krishnanagar RIDF (60)	Tulsi
20	Bagrakote GFD (60)	Tulsi	40	Hanskhali RIDF (60)		Tulsi	
Sl.	District	Location of the godown	Make	Sl.	District	Location of the godown with	Make

No.		with capacity of weighbridge in MT		No.		capacity of weighbridge in MT		
41	Nadia	Ranaghat Warehouse (60)	Essae	58		Ketugram RIDF (60)	Essae	
42	North 24 Parganas	Basirhat RIDF (60)	Essae	59	Purba Bardhaman	Guskara RIDF (60)	Essae	
43		Gaighata RIDF (60)	Tulsi	60		Mongolkote RIDF (60)	Essae	
44		Deganga RIDF (60)	Ablaze	61		Panskura RIDF (60)	Essae	
45		Habra RIDF (60)	Tulsi	62	Saktia RIDF(60)	Essae		
46		Bagdah RIDF (60)	Tulsi	63	Purba Medinipur	Contai RIDF (60)	Essae	
47		Bangaon RIDF (60)	Tulsi	64		Haripur RIDF (60)	Essae	
48		Cossipur GFD (60)	Weighing	65		Egra RIDF (60)	Essae	
49		Cossipur GFD (50)	Essae	66		Paschim Medinipur	Garbeta Warehouse (60)	Essae
50		Purba Bardhaman	Galsi RIDF (60)	Tulsi	67		Purulia	Joypur RIDF (60)
51			Memari RIDF (60)	Essae	68	Manbazar-I RIDF (60)		Tulsi
52	Bhatar RIDF (60)		Essae	69	South 24 Parganas	Mathurapur RIDF (60)	Tulsi	
53	Katwa RIDF (60)		Essae	70		Bishnupur RIDF (60)	Tulsi	
54	Kalna RIDF (60)		Essae	71		Diamond Harbour RIDF (60)	S.P. Con.	
55	Nari RIDF (60)		Essae	72	Uttar Dinajpur	Islampur RIDF (60)	Essae	
56	Monteswar RIDF (60)		Essae	73		Itahar RIDF (60)	Essae	
57	Purbasthali RIDF (60)		Essae	74		Kaliagunj Warehouse (60)	Essae	

N.B.: No. of the weighbridges as indicated above is tentative and there may be addition/ alteration which will be binding on the selected bidder.

Period of contract	1 (One) year.
Bid validity period	120 days from the from the date opening of the tender.
Earnest Money Deposit Value	Rs. 80,000/- (Rupees Eighty Thousand only)

Section 2

DATE AND TIME SCHEDULE FOR e-TENDERING

	PARTICULARS	DATE	TIME	VENUE/PORTAL
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents</i>	16/02/2022	15:00 Hrs	
2.	<i>Documents download start date</i>	16/02/2022	15:00 Hrs	
3.	<i>Pre-Bid meeting</i>	23/02/2022	01:00 Hrs	Conference Hall of WBSWC at Khadya Bhavan, Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata-700087
4.	<i>Bid proposal submission start date</i>	24/02/2022	14:00 Hrs	
6.	<i>Bid proposal Submission end date</i>	09/03/2022	16:30 Hrs	
7.	<i>Date & Time of opening of Technical bids</i>	11/03/2022	16:30 Hrs	
9.	<i>Date & Time of opening of Financial bids</i>	Will be intimated later.		

Note: If the date fixed for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time and same place.

The validity of the tender is 120 days from the date opening of the tender. However, the Managing Director may extend the validity further for a period of 15 days. If the date on which the tender is proposed to be opened for acceptance happens to be a holiday, the tender will remain open for acceptance till the next working day.

Section 3

SCOPE OF WORK

Servicing, repairing, replacement of all spare parts and accessories of the weighbridges (as & when necessary), maintenance, verification & stamping and allied services of the weighbridges and other small weighing devices including Test Weights. However, prescribed fees imposed by the Government for stamping of the weighbridges shall be paid by the WBSWC. The selected agency will be responsible for one guaranteed visits in each quarter during the contract period for maintenance and servicing of the weighbridge and all 'On Call Visits' of the weighbridge from the end of Superintendent/Godown In-Charge or by any other officer nominated by the Corporation. The selected agency will also be responsible for carrying out the instruction and guidance issued from time to time by such officers as nominated by the Corporation.

Brief Description of Work:

The bidders must get himself/herself/themselves fully acquainted with location and capacity of weighbridges, nature of work/infrastructure facilities and functioning of all operations at the site at their own interest before submission of tenders and rates quoted by them for servicing, repairing, replacement of all necessary spare parts and accessories, maintenance and allied services. Once a tender is submitted by a bidder, he/she/they shall be deemed to have fully acquainted himself/herself/themselves with the capacity and location of weighbridges vis a vis nature of work/ infrastructure facilities and functioning of all operations at the site.

The services required to be performed under the contract have been described in detail in Section-10. Bidders are required to quote single Rate for all the services detailed in Section-10 containing the terms and conditions in the tender form annexed as **PRICE BID**.

Section 4

ELIGIBILITYCRITERIA

- 4.1. The bidder should have proven experience of servicing, repairing, maintenance and allied works of electronic weighbridges duly obtained from Manufacturer/ PSU/ Govt. Dept./Private Agency during last three (3) financial years.
- 4.2. Experience certificate in the proforma prescribed at Annexure-VIII shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying the nature and period of contract and amount paid for such contract.
- 4.3. 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.
- 4.4. The bidder must have work experience of servicing, repairing, maintenance including verification & stamping of at least 10(ten) electronic weighbridges per year for last three (3) financial years.
- 4.5. The bidder must have financial solvency at least Rs. 10 (Ten) Lakhs.

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

Section 5

DOCUMENTS REQUIRED

5.1. FOR TECHNICAL PROPOSAL:

1. Certified copy of Partnership Deed/ Article of Association/ Memorandum of Association/ Bye – laws etc. as applicable.
2. Copy of Registration Certificate in case of a Co-operative Society/ LLP.
3. Copy of EPIC/ Aadhaar Card.
4. Copy of PAN Card.
5. Copy of Trade Licence
6. Copy of GST registration certificate.
7. Copy of P. Tax.
8. Bank Statement for the last six months.
9. Income Tax Returns for three Assessment Years i.e. AY 2019-20, AY-2020-21 & AY-2021-22.
10. Duly Audited Balance Sheet and P&L Account for three Financial Years i.e. FY 2018-19, 2019-20 and 2020-21.
11. Duly filled and scanned copy of Annexure-I & II.
12. Duly filled and scanned copy of Annexure –III, if applicable.
13. Authorization letter as per Annexure-IV, if applicable.
14. Format for Letter of Commitment as per Annexure-V, if applicable.
15. Principles of the memorandum of understanding as per Annexure-VI, if applicable.
16. Compliance to Bid Requirement as per Annexure-VII.
17. Work experience certificate as per Annexure-VIII.
18. Undertaking regarding submission of correct information as per Annexure-IX.
19. Solvency Certificate which shall not be more than three months old from the date of submission of tender as per Annexure-X.
20. Undertaking as per Annexure-XI.
21. Check points for preparation of bids by bidders as per Annexure-XIII.

5.2. FOR FINANCIAL PROPOSAL:

Bill of Quantities (BOQ): Quoting rate for AMC for servicing, maintenance, replacement of all necessary spare parts & accessories, verification & stamping of a weighbridge including other small weighing devices and CI test weight for which the Bidder is bidding. While quoting rate in Price Bid (BOQ), the agency must carefully note that quoted rate is for annual servicing, maintenance, verification & stamping of each weighbridge as per scheduled list at Section-1. In case, the rates are quoted in a manner other than mentioned above, the bidders are liable to be ignored.

1. Price Conditions

- The rates quoted by the prospective bidder shall be deemed to be inclusive of all the taxes, rates, charges excluding GST/IGST as per existing rules but including levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the prospective Bidder/ Supplier will have to pay for the performance of its obligations hereunder.
2. The prospective bidder shall comply with the proper bye-laws and legal orders of the local bodies or public authorities having jurisdiction over its operations and pay all fees and charges for which the Bidder may be liable. The Tender Inviting Authority shall not be responsible for such costs and expenses.

Section 6

DISQUALIFICATION CONDITIONS

6.1. GROUNDS FOR DISQUALIFICATION

1. The bidders who have been blacklisted or otherwise debarred by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
2. Any bidder whose contract with the SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
3. Bidder whose EMD and/or SD has been forfeited by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking, on serious/grave ground i.e. submission of false/forged/tempered/ fabricated/ manipulated documents/information at any occasion during last five years will be ineligible.
4. If the proprietor/any of the partners of the bidder firm/ any of the Director of the bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
5. 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 bidder disqualified.

- 6.2.** At any stage during the bidding process, or even after the issuance of the work order, if it is found that the Bidder has wilfully made any misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements and/or has suppressed material information (which may render the Bidder ineligible to participate) WBSWC reserves the right to cancel the work order, forfeit Earnest Money Deposit, Security Deposit and terminate any arrangement with such Bidder, without prejudice to its rights and contentions reserved under the Applicable Laws.

If a Successful Bidder has been found to be in recurring default of its obligations under this Tender, WBSWC reserves the right to terminate all agreements with such Successful Bidder with respect to all specified works

without prejudice to its rights and contentions reserved under the Applicable Laws.

WBSWC reserves the further right to suspend/debar/blacklist such disqualified bidder from participating in the tenders of WBSWC for a period of 2 (Two) years.

Section 7

INSTRUCTIONS TO BIDDERS

7.1. GENERAL INSTRUCTIONS

7.1.1. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the **Government e-Procurement System/ Portal**www.wbtenders.gov.in

7.1.2. Digital Signature Certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC).

7.1.3. Collection of Tender Documents:

The intending Bidders can search & download N.I.T. and Tender Document(s) electronically from the **Government e-Procurement System/ Portal. This is the only mode of collection of Tender Documents.** There is no Tender Document Fee with respect to this tender.

7.1.4. Submission of Tenders:

Tenders are to be submitted online in the website www.wbtenders.gov.in in two folders at a time, one in Technical Proposal & the other in Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded in the form of scanned copy duly signed (and stamped) on all pages. The documents will get encrypted (transformed into non readable formats).

7.1.5. Earnest Money Deposit (EMD):

Procedure to be followed for online submission of EMD is as below:

7.1.5.1. Login by Bidder

7.1.5.1.1. A Bidder desirous of taking part in the tender invited by the Corporation shall login to the e-procurement portal at <http://www.wbtenders.gov.in> using his login ID and password.

7.1.5.1.2. He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payment modes:

1. Net banking (any of the Banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.
2. RTGS/NEFT in case of offline payment through bank account in any Bank.

7.1.5.2. Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway

1. On selection of net banking as the payment mode, the Bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
2. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
3. Bidder will receive a confirmation message regarding success/failure of the transaction.
4. If the transaction is successful, the amount paid by the Bidder will get credited to the concerned pooling account maintained with the Focal Point Branch of ICICI for collection of EMD/Tender Fees.
5. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

7.1.5.3. Payment through RTGS/ NEFT

1. On selection of RTGS/ NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction.
2. The Bidder will print the challan and use the pre-filled information to make RTGS/ NEFT payment using his bank account.
3. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the concerned Pooling account maintained with the Focal

Point Branch of ICICI Bank for collection of EMD/Tender Fees.

5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
6. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

7.1.6. Refund of Earnest Money Deposit:

The Earnest Money of the Bidders who do not qualify technically shall be refunded automatically by the portal. Further, Earnest Money of technically qualified bidders except L1 shall be refunded after finalization of the tender process by the portal. Earnest Money of L1 Bidder shall be treated as per Govt. orders. Please see OM 3975-F(Y) dated 28th July 2016 for more details.

7.1.7. Forfeiture of Earnest Money Deposit of a Bidder will be mandated under the following circumstances:

WBSWC reserves the right to forfeit the Earnest Money Deposit of any Bidder in the following circumstances:

- 7.1.7.1. Withdrawal of bid, while bids are under consideration during the tendering period.
- 7.1.7.2. Bidder becoming disqualified in accordance with clause 6.1. of Section 6 here in above, after issuance of Work Order by the WBSWC.
- 7.1.7.3. Any unilateral revision made by the Bidder during the valid period of offer.
- 7.1.7.4. Failure to accept the "Work order" or execute the Agreement or submit Security Deposit in prescribed time as required.
 - 7.1.7.4.1. Failure to execute the work or part thereof.
 - 7.1.7.4.2. Providing false or fabricated information/ documents.

7.2. Amendment of Bidding Document:

At any time, prior to the deadline for submission of bids, WBSWC may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by way of

corrigendum(s) and/or amendments. Any such amendment shall form an integral part of this Tender Document.

WBSWC reserves the right to extend the deadline for submission of bids in case any material amendment has been made to the Tender Document. Such amendments, modifications, clarifications etc. issued by WBSWC shall be binding on the bidders, and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid. Bidders should take into account any corrigendum/ addendum published with respect to this Tender from time to time and such modifications and/ or amendments and/or clarifications will be binding on the Bidder notwithstanding whether the Bidder has uploaded the bid documents or not.

Prospective bidders are requested to visit the mentioned website on a regular basis to remain informed and updated of any and all developments with respect to the Tender. WBSWC will bear no responsibility or liability for bidders failing to do so.

The Bidder agrees and acknowledges that in matters of determining the rights and obligations of the Selected/Successful Bidder, this Notice inviting Tender, clarifications, amendments, modifications, notices, etc. issued by the WBSWC till the date of issue of the results in this Tender, the documents submitted by the Selected Bidder during the Tender Process, Bills of Quantity, the Work Order, the Agreement and any and all other document whether mentioned hereinabove or not, but issued or exchanged as part of the Tender Process and appointment of the Selected Bidder shall constitute the Tender Documents.

7.3. Bidding Instructions:

7.3.1. Quoting the rates in Bill of Quantities (BOQ)

The Bidder shall enter his bid in the "*Bill of Quantities*" given on the Portal, and nowhere else.

7.3.2. The intending bidders are required to quote the rates on-line. No off-line Tender will be entertained.

7.3.3. All bid prices quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs but excluding GST/IGST. The price should be firm, final and irrevocable and not subject to any change whatsoever, even due to increase in cost of any component thereto, and any changes or imposition of statutory levies.

7.4. Signing of tender:

7.4.1. Person or persons signing the tender shall state in what capacity he/she is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary/ Manager/ Director etc. of a Limited company or as a partner of a partnership firm or a Co-operative Society. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or 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 partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.

7.4.2. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or 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 person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails 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.

7.4.3. The power of attorney should be signed by all the partners, in the case of partnership concern; by the proprietor, in case of the proprietary concern and by the person who by his/her signature can bind the company in the cases of a limited company. In the case of Hindu Undivided Family the power of attorney should be signed by the Karta who by his signature can bind the firm. Scanned copy of the power of attorney should be attached Annexure-V.

7.4.4. The Agency shall engage competent adequate staff and labourers to the satisfaction of the Managing Director or an officer acting on his

behalf for ensuring efficient functioning of weighbridge etc. and furnishing correct and up to date position/ information/ progress of work statement and accounts. The Agency shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his/her/their servants or agents or representatives. The Managing Director shall have the right to ask for the dismissal of any employee of the Agency, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the Agency, his/her/their servants or agents or representatives shall be final and binding on the Agency.

7.5. Corrupt Practices:

Any bribe, commission or advantage offered or promised by or on behalf of the bidder to any officer or servant of the Corporation shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered. Canvassing on the part or on behalf of the bidder shall also make his tender liable to rejection.

7.6. Note and Other Details:

7.6.1. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered / altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/ she/ they himself/ herself/ themselves would disqualify for future participation in the tenders of West Bengal State Warehousing Corporation works for the next 05 (Five) years.

7.6.2. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. 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.

7.6.3. The tender document for this work is available only in electronic format which bidder can download free of cost from the website www.wbtenders.gov.in .

7.6.4. Bidder shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as

mentioned above. No offer in physical form will be accepted and any such offer, if received by West Bengal State Warehousing Corporation will be out rightly rejected. Bidder will have to submit EMD as indicated at Clause 7.1.5.

7.6.5. 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.

7.6.6. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.

7.6.7. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing Financial Offer i.e. Technical Bid and Price Bid through e-tender process only.

7.6.8. Intending bidders 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.

7.6.9. No definite volume of work to be performed during the currency of the contract can be guaranteed by West Bengal State Warehousing Corporation.

7.6.10. Registered Co-Operative Societies should furnish the proof of Registration with Registrar of Co-Operative Societies or Taluk Co-Operative Officer along with a resolution passed by the Society to participate in the tender enquiry. "The persons signing the tender form or any document 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 Agency. If the person so signing the tender fails 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."

7.6.11. 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 bidder.

7.6.12. **Selected bidder shall also be required to perform the similar jobs of servicing, maintenance, repairing, replacement of**

all necessary spare parts & accessories, verification & stamping of weighbridges at any other WBSWC managed warehouses or any Govt. own godowns located within the district or adjacent district and not included in the current tenders on the same rates (on pro-rata basis), terms and conditions as may be entrusted by the WBSWC from time to time during the validity of the contract and the same will be binding on the selected bidders.

- 7.6.13. Any clarification regarding online participation, they can contact the General Manager (Administration), WBSWC at 11/A Mirza Ghalib Street, B-Block (4th Floor) Kolkata-700087 on any working day between 11 AM to 5 PM before the preceding day of the closing date.

Section 8

EVALUATION OF BIDS AND ACCEPTANCE

8.1. **PROCEDURE**

- 8.1.1. Technical proposals will be opened first by the Authorized bid openers of WBSWC electronically using their Digital Signature Certificate.
- 8.1.2. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.
- 8.1.3. Pursuant to scrutiny and decision of the Tender Inviting Authority, the summary list of eligible Bidders whose Financial Proposals will be considered will be uploaded in the web portal.
- 8.1.4. During evaluation, the Committee may summon any of the Bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be rejected.
- 8.1.5. Financial proposals of only those Bidders declared technically eligible by the Tender Inviting Authority will be opened electronically on the web portal on the prescribed date.
- 8.1.6. If any participant bidder has any objection regarding technical evaluation, he/she shall intimate the matter to WBSWC within 48 hours of uploading of technical evaluation sheet. No further objection/complaint whatsoever will be entertained after expiry of that time period.
- 8.1.7. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- 8.1.8. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1).
- 8.1.9. The Tender Inviting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all the bids, without assigning any reason whatsoever.
- 8.1.10. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority, West

Bengal State Warehousing Corporation who does not bind himself to accept the lowest or any other tender.

- 8.1.11. Acceptance of tendered rates will be communicated by E-mail/ Express Letter or Formal letter of acceptance of tender.
- 8.1.12. The tender documents submitted by a bidder shall become the property of WBSWC and WBSWC shall have no obligation to return the same to the bidders.
- 8.1.13. The tender, the name of authorized representative(s) of the bidder who would be responsible for taking instructions from WBSWC shall be communicated to WBSWC within three working days after issuance of work order.
- 8.1.14. The contract would be awarded subject to the approval of the Managing Director, WBSWC and “Work Order” will be issued in favour of the successful bidder.
- 8.1.15. The rate quoted by the successful bidder shall remain valid for 120 (One Hundred and Twenty) days from the last date of submission of tender.
- 8.1.16. The Tender Inviting Authority reserves the right to reject any or all bids, and to cancel the Tender at any point of time, before the issuance of the “Work Order”, without assigning any reason, and without incurring any implicit or explicit liability.

Section 9

COMMENCEMENT OF WORK

9.1. The successful bidder shall enter into an agreement with the Corporation in the format as appended. The Corporation may modify the agreement, if necessary and that will be binding on the bidder. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

The execution of agreement shall be preceded by furnishing of Security deposit as detailed below. The agreement shall be executed within one week of the acceptance of the tender as per Annexure-XII, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

The Managing Director, WBSWC may at his discretion, however, on a specific request by the successful bidder, give additional time to the bidder to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

9.2. **Security Deposit:**

9.2.1. The Successful bidder shall furnish, within a week of the acceptance of his/her/their tender, a security deposit of **Rs. 4,00,000/- (Rupees Four Lakh)** only in favour of **West Bengal State Warehousing Corporation** in the form of Demand Draft payable at Kolkata issued by any scheduled Banks. In the event of bidder failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with WBSWC based on merit of each case upto a period of five years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of Managing Director in this matter shall be final and binding to the bidder.

9.2.2. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.

9.2.3. The security deposit shall be refunded to the Agency only after due and satisfactory performance of the services and on completion of all obligations by the Agency under the terms of the contract and on submission of a "No Demand Certificate" by the Superintendent(s)/

Godown In-Charge(s), subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the Agency.

- 9.2.4. In the event of termination of the contract, the Managing Director, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the Agency 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 costs that may be suffered or incurred by the Corporation.
- 9.2.5. The decision of the Managing Director in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Agency.
- 9.2.6. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of 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 Agency under this or any other contract with the Corporation. If that sum also be not sufficient to cover the full amount recoverable, the Agency shall pay to the Corporation on demand, the remaining balance due.
- 9.2.7. Whenever the security deposited falls short of the specified amount, the Agency shall make-good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

9.3. Refund of Security Deposit:

- 9.3.1. The security deposit shall, subject to any deductions that may be made there from, be returned to the Agency within 2 (Two) calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the concerned Superintendent/ Godown In-Charge.
- 9.3.2. In the event of any dispute arising between WBSWC and the Agency in respect of any money due to WBSWC in reference to this contract or other contracts entered into by the Agency singly or jointly with others and WBSWC, who shall detain the security deposit or such balance thereof and/or other amounts payable to the Agency as WBSWC may in its sole discretion deem fit until the dispute is settled and determined. The Agency shall have no claim for compensation or otherwise for any such detention made by WBSWC.

No interests will however, be payable on security deposit amount so refunded.

9.4. Period of Contract:

The contract shall remain in force for a period of one(01) year from or such later date as may be decided by the Managing Director but the Managing Director at his sole discretion, reserves the right:

9.4.1. To extend the period of contract by three months further beyond the original contract period of one(01) year on the same rates, terms and conditions;

9.4.2. To terminate the contract at any time during its currency without assigning any reason therefore by giving thirty (30) days' notice in writing to the Agency at their last known place of residence / business and the Agency shall not be entitled to any compensation by reason of such termination.

The action of the Managing Director, WBSWC under this clause shall be final, conclusive and binding on the Agency and shall not be called into question.

9.5. The contract, if any, which may eventuate from this tender shall be governed by the terms and conditions of contract as contained in the invitation/ instructions to the bidder and as given in the annexure to the form of this tender.

Section 10

GENERAL CONDITIONS

1. Definition:

- (i) The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to bidders, the tender, its Annexure and Schedules, acceptance of tender and such general and special conditions as may be added to it;
- (ii) The term '**Agency**' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- (iii) The term '**Offered Rates**' shall mean the rates of payment offered by the bidder and accepted by the Managing Director, West Bengal Warehousing Corporation for and on behalf of the CORPORATION.
- (iv) The term '**Corporation**' and the **West Bengal State Warehousing Corporation**, wherever occur shall mean the West Bengal State Warehousing Corporation established under Warehousing Corporation Act -1962 will include its Managing Director and its successor or successors and assignees.
- (v) The term '**weighbridge**' shall mean and include all weighing machines installed at depots, godowns, warehouses already belonging to or under occupation of the WBSWC or may hereafter be constructed or acquired by it at any time.
- (vi) The term '**Managing Director**' shall mean the Managing Director of the Corporation under whose administrative jurisdiction the weighbridges falls. The term '**Managing Director**' shall also include the Warehouse In-Charge and every other officer authorized by him from time to time to execute contract on behalf of WBSWC;
- (vii) The term '**Servicing**' shall mean the performance of one guaranteed visits in each quarter during the contract period, servicing, calibration of the weighbridge with loaded trucks and all 'On Call Visits' of the weighbridge within 2 (Two) working days of the call from the Superintendent/Godown In-Charge or by any other officer as will be nominated by the Corporation for satisfactory completion of in schedule of services including such auxiliary, additional and incidental duties and operations as may be indicated by the Managing Director or an officer acting on his behalf to

make the said weighbridge operational.

- (viii) The term '**Maintenance**' means taking necessary care of the weighbridge including other weighing devices in the godown time-to-time so that it/those remains operational.
- (ix) The term '**Spare parts & accessories**' means all necessary Spare parts of an electronic weighbridge including computer along with required software (where available), DM Printer and 1000 VA UPS for each weighbridges under this Corporation. It does not include weighbridge platform, civil structure and mechanical structure.
- (x) '**Calibration**' means calibrating the weighbridge to achieve accuracy of taring by the weighbridge with loaded trucks and also other weighing devices.
- (xi) The term "**Verification & Stamping**" means verifying the accuracy of taring of weights of the weighbridge and other weighing devices by Test Weights to the volume as may be sought by the appropriate authority of the Directorate of Legal Metrology on or before due time and issuance of necessary stamping certificate as when required.
- (xii) The term "**Allied Services**" means any other repairing works and/or replacement of any spare parts as may be required to keep the weighbridge operational excluding the Civil Works.

2. **Rate of revision clause:**

The contracted rates shall remain operative throughout the contract period and period of extension of contract, if any.

3. **Termination of the contract:**

- (a) In the event of the Agency having been adjusted insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Managing Director shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the Agency and to claim from the Agency any resultant loss sustained or costs incurred. The non performing/defaulting Agency may be suspended/banned for trade relations/blacklisting for a period upto 5 years based on the gravity of non-performance/ default of the Agency by the Managing Director, WBSWC whose decision in the matter shall be final and binding.

- (b) The Managing Director shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the Agency of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the Agency and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Agency's negligence or un-work-man like performance of any of the services under the contract.

4. Debarring of business dealing:

- (a) In the event of premature termination of contract on the ground of breaches as mentioned above, WBSWC shall also be entitled to debar the Agency for participation in future tenders of WBSWC, for a period as deemed fit ranging from one (01) to three (03) years.
- (b) Further, in case if it comes to the notice of WBSWC that the bidder/agency has used forged documents or misrepresented the facts in any manner either to get the contract or during the currency of the contract, in all such cases WBSWC, at its sole discretion may terminate the contract and debar such agency for a period ranging from 1 to 3 years, as deemed fit.

5. Duties and responsibilities of the Agency:

The Agency shall carry out all items of services assigned or entrusted as per scope of works by the Warehouse/ Godown In-Charge or an Officer acting on their behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Warehouse/ Godown In-Charge or an Officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties.

- [1] The agency shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of man of necessary skills as may be required in the conduct of their activities.
- [2] The agency shall intimate the Warehouse In-Charge and Officers authorized to act on its behalf, the name of one or more responsible representative(s) authorized to act on their behalf within a district, if

necessary, for smooth working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse In-Charge or an officer acting on his behalf, within three(3) working days of issuance of call except of any emergencies and generally to remain in touch, with them to take instructions in the matter.

- [3] If the Agency fails to provide service on call within due time the Managing Director shall at his entire discretion without terminating the contract be at liberty to engage other agency at the risk & cost of the selected agency, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The decision of the Managing Director shall be final & binding on the agency and shall not be challenged in any court of law.
- [4] The agency shall strictly abide by all rules and regulations of Police, Municipal authorities and other local bodies.
- [5] The agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the agency's negligence and unworkmanlike performance of any service under this contract or breach of any terms thereof or their failure to carry out the work within due time with a view to avoid incurrence of demurrage and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the agency themselves or their employees. The decision of the Managing Director regarding such failure of the agency and their liability for the losses etc. suffered by Corporation shall be final and binding on the agency.

6. Payments, taxes and duties:

- (a) Payment will be made by the Managing Director on submission of bills quarterly, in triplicate duly supported by work done certificate issued by the Warehouse In-Charge or an Officer acting on his behalf, as the case may be.
- (b) Agency should submit their final quarterly bills not later than two 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 fast disposal of bills the agency are advised to submit their bills quarterly and after submission of necessary GST.
- (c) The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills subject to timely submission of

subject to the approval of the Managing Director, notwithstanding what has been laid down in the Clause on Payment. The decision of the Managing Director shall be final and binding on the agency.

8. Deduction towards income tax, or other statutory levies at source:

Income Tax at the rate as applicable under provisions of the Income Tax Act, shall be deducted at source from the Bills/Invoices of the agency. In case, however, the agency is granted exemption from the deduction of Income Tax at lower rate, he shall be required to produce such certificate issued by the prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, deducted at source from the Agency against the said contract, failing which income tax at full rate, as prescribed under the Act, shall be deducted. Such exemption or lower rate certificate shall have to be obtained by the agency from the prescribed Income Tax Authorities and furnished to the Corporation at the commencement of each Financial Year.

9. Exit Clause:

WBSWC will have the liberty to terminate the contract by giving an advance notice of 30 (Thirty) days in case there are strong business reasons for it to do so as determined by its management.

10. Force Majeure:

Notwithstanding anything in this agreement to the contrary neither the WBSWC nor the agency shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "Force Majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes, epidemic and other acts of God, action of enemies, act of any Government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

11. Subletting not allowed:

The Agency shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the agency contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the agency's account and at their risk and the agency shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract.

12. Death of the Proprietor of the Agency:

No alteration by death, resignation, addition or otherwise for or to the agency or the partners constituting the agency's firm shall vitiate or affect this contract but the agency's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/she/they had been the sole or original party.

13. Notice ETC:

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Managing Director, State Warehousing Corporation, shall be issued or taken on his behalf by the official, in charge of the Corporation or officer so nominated by the Competent Authority. The agency shall furnish to Managing Director, West Bengal State Warehousing Corporation, Kolkata, the name(s), designation(s) and address(s) of his/her/their authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Agency if delivered to him or his authorized representative or left at or posted at the address so given.

14. Interpretation of the clause:

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of WBSWC, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the Accepting Authority, who can amend the WBSWC's condition/clause of contract if required.

15. Set off:

Any sum of money due and payable to the Agency (including security deposit returnable to them) 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 any other contract made by the agency with the Corporation.

Section 11

DISPUTES

11.1. 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, WBSWC. There will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters 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 term 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 WBSWC at the time of such transfer, vacation of office or inability 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 was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, WBSWC as aforesaid should act as Arbitrator. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim(s) of the Agency, 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 Agency 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 arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

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

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

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

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

11.2. Applicability of Law and exclusive jurisdiction of Court

In case of any dispute between the parties claiming under the e-Tender document or any subsequent agreement, the law of India will be the governing laws of dispute and Court at Kolkata will have exclusive territorial jurisdiction to decide any contentious issues around the clauses under this document subject to the preceding clause 16 (Arbitration).

Section 12

ANNEXURE - I

Letter for submission of tender

From

To

The Managing Director,
West Bengal State Warehousing Corporation,
Khadya Bhavan, Block-B (4th Floor),
11/A, Mirza Galib Street, Kolkata-700087.

Dear Sir,

Sub: TENDER FOR APPOINTMENT OF AGENCY FOR SERVICING, CALIBRATION, MAINTENANCE, REPLACEMENT OF ALL NECESSARY SPARE PARTS & ACCESSORIES, VERIFICATION & STAMPING AND ALLIED SERVICES TO WEIGHBRIDGE(S) AT SWC MANAGED WAREHOUSES/ GODOWNS

Ref: Tender Notice No.:

In response to your Tender Notice no. / Dt: for engagement of agency for servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories verification & stamping and allied services to weighbridge(s) at all SWC managed warehouses/godowns, I/ we a Company/Partnership Firm/an Association/Sole Proprietor/Karta of HUF, Cooperative (in the case of a firm, an association or a syndicate, please set out here full names of all the Directors, partners or members) carrying out business hereby submit our offer for all the weighbridges as per schedule at **Section-1**.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer.

I/ we undertake that no changes/amendments/alterations have been made in the tender form downloaded and submitted online.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the bidder is a firm/association).

I/we have also enclosed proof of payments towards EMD alongwith the tender documents and its relevant enclosures.

I/ we hereby declare that this tender on acceptance communicated to you shall constitute a valid and binding contract between us.

Yours faithfully,

Date:

(Signature and seal of the Bidder)

Enclo:

.....

.....

ANNEXURE - II

Bidder's General Information

(Compulsory ink signed)

[1] Name of the Firm/company/ Cooperative Society/ Others:

[2] Operation Address:

[3] Registered office address:

[4] Address of the bidder:

[5] Telephone no.:

[6] Fax No.:

[7] E-Mail address:

[8] Website:

[9] GST Registration No:

[10] Pan No.:

[11] Details of Sister Concerns, if any

[a] Name & Address:

[b] Activities engaged in by Sister Concern:

[c] Names, address & Telephone Nos. of
Proprietors/ Directors/ Partners of Sister
Concern.

[12] Banks Detail of the Bidder:

a. Bank Account No.:

b. Nature of Account (SB or Current):

c. Name of Bank & Branch:

d. MICR Code No.:

e. IFSC:

Date:

Signature & Seal

Place:

(Authorized Signatory)

ANNEXURE - III

UNDERTAKING

(For Sole Proprietary Firm)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be purchased in the name of the bidder).

I,R/o

.....

..... do hereby solemnly affirm and declare as under:

1. That I am Sole Proprietor of (Name of the Firm)

2. That the office of the firm is situated at

.....

.....

Date:

Signature & Seal

Place:

(Authorized Signatory)

ANNEXURE -IV

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be purchased in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (Name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (Name of work), including signing and submission of application/ tender/ proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with WBSWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with WBSWC and thereafter till the expiry of the Contract Agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20____.

.....
(Signature and name of authorized signatory being given Power of Attorney).

(Signature and name in block letters of Proprietor/ All the partners of the firm/ Authorized Signatory for the Company) Strike out whichever is not applicable) - procedure if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Name in Block Letter:

Signature:

- Power of Attorney is to be attested by Notary.

- Seal of the Proprietorship firm / Partnership firm / Company -

Witness 1:

Witness 2: -

Name:

Name:

Address:

Address: -

Occupation:

Occupation:

Notes:

ANNEXURE-V**FORMAT OF THE LETTER OF COMMITMENT**

(The Letters of Commitment shall be submitted by each of the Member Entities of the Bidding Consortium whose strengths are to be considered for evaluation)

To

The Managing Director,
West Bengal State Warehousing Corporation,
Khadya Bhavan, Block-B (4th Floor),
11/A, Mirza Ghalib Street,
Kolkata-700087.

Sub: Tender for appointment of Agency for servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories, verification & stamping and allied services of all weighbridges at SWC warehouses/ godowns - reg.

Dear Sir,

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in response to the tender document downloaded by us on _____ / issued by the West Bengal State Warehousing Corporation on _____. We do hereby confirm the following:

1. I/ we _____ (name of the Member Entity), have examined in detail and have understood and satisfied myself/ourselves regarding the contents including the following:

* The "Tender Document" issued by WBSWC.

* The MOU signed between/among _____ (name(s) of member entities; and

* The tender being submitted by _____ (name of the Lead Member).

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the work as specified in the proposal.

3. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with WBSWC.

We therefore request WBSWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the proposal.

Date:

Signature & Seal

(Authorized Signatory)

ANNEXURE-VI

PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/among the Member Entities of a Bidding Consortium, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the work specified in the tender.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with WBSWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the WBSWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with WBSWC without the prior written approval of WBSWC, which WBSWC may refuse if in WBSWC's opinion such withdrawal will be prejudicial to the interest of WBSWC.

ANNEXURE-VII**COMPLIANCE TO BID REQUIREMENT**

I/ we hereby confirm that I/we have gone through and understood the Tender Documents and our bid complies with the requirements/terms and conditions of the Tender Document and subsequent addendum/ corrigendum thereof (if any), issued by WBSWC, without any deviation/ exception/ comments/ assumptions.

I/ we also confirm that I/we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under Clause-7.1.4 of Section-7 has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, I/we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

I/ we further confirm that I/we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Date:

Signature & Seal

(Authorized Signatory)

Name of the Bidder:

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

ANNEXURE - VIII**FORMAT OF WORK EXPERIENCE CERTIFICATE**

The experience certificate should be on the letter head of the issuing organization.

This is to certify that M/s.....have worked as our authorized Agency for the work of servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories verification & stamping and allied services of weighbridge(capacity of the weighbridge to be mentioned) and their performance were found satisfactory. The details of work done relating to all works as have been mentioned above by them during the previous 3 (Three) years have been as under:

Sl. No.	Name of the Client/ Customer served	Nature of the work/ contract executed	Contract period	Total value of work/ contract executed	Remarks

Signature

Name & Designation of signing authority
Official Seal

ANNEXURE-IX**UNDERTAKING****(Regarding submission of correct information)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be purchased in the name of the bidder).

I/we _____ have uploaded true and correct information and if qualified/selected I/we will present all the original documents for verification and if it is found at any stage that the information submitted by me/us is false/forged/tampered I/we _____ shall be liable to be terminated or debarred or both from future tender participation in WBSWC.

That no part of this undertaking is false and that this undertaking and the above declaration in respect of genuineness of the documents has been made having full knowledge of

- (i) The provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and
- (ii) Provisions of Tender conditions which entitle the WBSWC to initiate Action in the event of such declaration turning out to be a misrepresentation or false representation.

I undertake accordingly.

Date:

Signature & Seal

(Authorized Signatory)

ANNEXURE-X**FORMAT OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK****Format 1**

No.

To

This is to state that to the best of our knowledge and information, Mr./Ms./M/sa customer of our Bank is respectable and can be treated as good up to a sum of Rs.(Rupees in words.....). It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Date: For BANK MANAGER

OR

Format 2

No.

To

This is to certify that as per information available, Sri./Smt./M/s, is solvent upto Rs. (Rupees in words). This certificate is valid for the period fromto This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

Date:

For BANK MANAGER

NOTE: 1. Bankers certificates should be on letter head of the Bank, addressed to tendering authority.

2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

ANNEXURE - XI**UNDERTAKING THAT BIDDER IS NOT BLACKLISTED/DEBARRED**

1. Whether your firm or any of its partner/company had been blacklisted by WBSWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period.	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note: Strike off whichever is not applicable

Remarks _____

4. I/ we hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for prequalification against same advertisement, please mention the name of the Firm/ Firms.

5. Declaration about relationship with Employee of WBSWC

I/we hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of WBSWC (name and designation, place of posting of employee to be mentioned).

Date:

Signature & Seal

(Authorized Signatory)

ANNEXURE - XII

SPECIMEN OF AGREEMENT (TO BE EXECUTED ON NON-JUDICIAL BOND
PAPER OF RUPEES ONE HUNDRED)

**PROFORMA AGREEMENT TO BE EXECUTED BY THE AGENCY FOR
SERVICING, REPAIRING, REPLACEMENT OF ALL NECESSARY SPARE
PARTS & ACCESSORIES, CALIBRATION, MAINTENANCE, VERIFICATION
& STMPING AND ALLIED SERVICES TO ALL WEIGHBRIDGES AT ALL
GODOWN/ WAREHOUSE AS PER SCHEDULE AT SECTION-IUNDER THE
MANAGEMENT OF WBSWC.**

THIS AGREEMENT made on thisday of Two Thousand
.....

BETWEEN

The Managing Director, West Bengal State Warehousing Corporation represented by the Secretary, West Bengal State Warehousing Corporation having its office at 11/A, Mirza Ghalib Street, Block-B(4th Floor), Kolkata -700 087 hereinafter referred to as the Corporation (which expression shall include his successor in office, executors, administrators and assigns) of the FIRST PART.

AND

..... (Name of the Agency) a proprietorship concern/ a partnership firm/ a Cooperative Society/ a company registered under the companies act, 2013 having its registered office at
.. (address of the Agency) represented by Shri/Smt. being the Manager/Administrator etc. of the firm under Block, underSub-division in the District of....., hereinafter referred to as "the Agency" (which expression shall, unless excluded by or repugnant to the context, include her successor in office, administrator and assigns) of the SECOND PART.

Whereas, a Tender was floated by the Corporation being no.
..... for engagement of Agency for servicing, repairing, replacement of all necessary spare parts & accessories, maintenance and allied services to all weighbridge(s) installed at all godowns/warehouses as per schedule at Section-Iunder the management of WBSWC within the State of West Bengal and closing date for bid submission was

AND

Whereas the Agency submitted bids against such notice for engagement of an Agency for servicing, repairing, replacement of spare parts, maintenance and all allied services to all weighbridge(s) installed at all Godowns/warehouses as per schedule at Section-I in NIT documents under the management of this Corporation for consideration of his/her/their engagement as an Agency for servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories, verification & stamping and all allied services to all weighbridges as per schedule at Section-I in NIT documents under the management of this Corporation for consideration on the terms and conditions of the Tender Document.

AND

Whereas the Corporation being satisfied with the candidature of the Agency, the Corporation engaged the Agency to function as an Agency for servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories, verification & stamping and all allied services to all weighbridges as per schedule at Section-I in NIT documents under the management of this Corporation on the Terms and Conditions of the engagement order bearing no.....

AND

Whereas the Agency accepted the Terms and Conditions of the engagement order bearing no..... issued by the Corporation and furnished required amount of security deposit to the Corporation.

AND

Whereas the Corporation issued Work Order in favour of the Agency vide no. allowing the Agency to work for servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories, verification & stamping and all allied services to all weighbridges as per schedule at Section-I of the NIT documents (as listed below) under the management of this Corporation @ Rs. (Rupees..... in word) per weighbridge as indicated at BOQ and Terms and Conditions as set forth in the tender document for a period of 1(one) year from the date of effect of the Work Order issued vide No. dated

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

The agency shall perform the works of servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories , verification

& stamping and all allied services to all weighbridges as per schedule at Section-I of the NIT documents under the management of this Corporation as per directions of the Godown In-Charge/ Superintendent posted at those godowns or as per direction of any other officer of the Corporation as per terms and conditions as set forth hereinbefore @ Rs. (Rupees..... in word) per weighbridge as indicated at BOQ which forms a part of the Agreement.

That the period of contract shall remain valid for a period of one (1) year only w.e.f. the date ofand may be extended for a further period of three(3) months as per discretion of the Corporation, on the same rates, terms and conditions on pro-rata basis.

That the Corporation shall have the right to terminate the Contract of the Agency at any time by serving one month's notice in advance without assigning any reason and the same will be binding on the Agency.

That the Corporation shall have the right to terminate the Contract at any time if the Agency contravenes any conditions of the engagement order and or terms and conditions of the Tender Document as indicated herein before and or violating any lawful direction as may be issued by the Godown In-Charge/ Superintendent or any authorized officer of this Corporation for faithful discharge of the functions as an Agency.

That the Corporation shall have the right to recover any financial loss as may result to the Corporation due to negligence on the part of the Agency from the security deposit amount or from the pending bills of the Agency.

That the Agency after faithful discharge of his assigned jobs may raise its bills to the Corporation after every three months to the Secretary, WBSWC in respect of servicing, calibration, maintenance, repairing, replacement of all necessary spare parts & accessories, verification & stamping and all allied services to all weighbridges as per schedule at Section-I in NIT documents as per rates as have been allowed to the Agency i.e Rs. (Rupees..... in word) per weighbridge as indicated at BOQ which forms a part of this agreement.

That the Corporation after receipt of bills as above will release payment to the 'Agency' within 30(thirty) days from the date of receipts of bills complete in all respect for every period of three (3) months and on.

That the Corporation shall have the right to engage the Agency to perform similar jobs at other Warehouses of the Corporation located within the same District or adjacent Districts and not included in the current Tender

Document on the same rates, terms and conditions during the contract period and the same will be binding on the Second Part.

That if any dispute arises in between the Corporation and the Agency, the disputes will be amicably settled by the parties. If, however, the disputes so arises remain unsettled, the same will be referred to

Arbitration as per provisions mentioned at Section 11.

IN WITNESSETH WHEREOF the parties to this Agreement have hereto set and subscribed their respective hands and seals on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Managing Director, West Bengal State Warehousing Corporation

Secretary, WBSWC

In the presence of

1. _____

Deputy Director (Food), WBSWC.

2. _____

General Manager (Administration), WBSWC.

SIGNED, SEALED AND DELIVERED By

Shri _____

Proprietor of the Agency (SECOND PART)

In the presence of

1. _____

2. _____

ANNEXURE-XIII**CHECK POINTS FOR PREPARATION OF BIDS BY THE BIDDERS**

Sl. No.	Documents	Yes	No
i	Whether certified copy of partnership deed has been uploaded in case the bidder is a Partnership Firm?		
ii	Whether Certified Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association has been uploaded in case bidder is a Company (whether Private or Public)?		
iii	Whether copy of Registration Certificate in case of a Co-operative Society/ LLP and copy of authority Letter/ power of attorney as may be applicable has been uploaded?		
iv	Whether proof of payment of EMD uploaded?		
v	Whether copy of EPIC/ Aadhaar card uploaded?		
vi	Whether copy of PAN card uploaded?		
vii	Whether copy of Trade Licence uploaded?		
viii	Whether of GST registration certificate uploaded?		
ix	Whether copy of P. Tax uploaded?		
x	Whether Bank Statement for the last six months uploaded?		
xi	Whether Income Tax Returns for the Assessment Year 2019-20, 2020-21 & 2021-22 uploaded?		
xii	Whether copy of audited balance sheet and statement of Profit & Loss as the case may be, for the Financial Year 2018-19, 2019-20 & 2020-21 as per eligibility criteria uploaded? (Where the bidder is not under legal obligation to get his Accounts audited, he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for the Financial Year 2018-19, 2019-20 & 2020-21).		
xiii	Whether copy of duly filled and signed scanned copies of Annexure II & III uploaded?		

xiv	Whether Affidavit as per Annexure-III has been uploaded in case the bidder is a sole proprietorship firm?		
xv	Whether Power of Attorney in favour of signatory(ies) duly attested by Notary has been uploaded as per Annexure-IV? Whether copy of letter of commitment by each member entities of bidding consortium and also MoU is executed as per Annexure-V & VI?		
xvi	Whether Compliance to bid requirement as per Annexure-VII submitted on the letter head of the bidder has been uploaded?		
xvii	Whether experience certificate as per eligibility criteria has been uploaded as per Annexure-VIII?		
xviii	Whether copy of Affidavit duly attested by the Notary as per Annexure-IX has been uploaded certifying that the documents submitted along with the tender are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated?		
xix	Whether certificate of solvency of Rs. from a bank as per required format uploaded as per Annexure-X?		
xx	Whether a self-certificate that the bidder is not blacklisted by any Central/State Govt./PSUs or Local Govt. Deptt./ Autonomous Body as on the date of application and is not debarred from participation in the tender process as per Annexure-XI has been enclosed?		
xxi	Whether certificate of solvency of Rs..... Lakhs from a bank as per Annexure-XI uploaded?		

Date:

Signature & Seal

(Authorized Signatory)

ANNEXURE-XIV

PRICE BID

WEST BENGAL STATE WAREHOUSING CORPORATION

PRICE BID (B.O.Q.)

SCHEDULE OF RATE FOR AMC FOR SERVICING, REPAIRING, REPLACEMENT OF ALL NECESSARY SPARE PARTS & ACCESSORIES, CALIBRATION, VERIFICATION & STAMPING AND MAINTENANCE OF EACH WEIGHBRIDGE INSTALLED AT THE GODOWNS MENTIONED AT **SECTION-1**.

The rates quoted are exclusive of Goods and Service Tax (GST) or any other tax levied by the Central Govt. in lieu of GST the same will be payable by the Corporation over and above the offered and accepted rate.

Sl. No.	Name of the Work	Offered Rate (INR)
1	Annual Maintenance Contract for Servicing, maintenance and calibration, repairing, replacement of all necessary spare parts & accessories, verification & stamping and allied services for one weighbridge including other weighing devices in the godown and stamping of the Test Weights.	