

**WEST BENGAL STATE WAREHOUSING CORPORATION  
(A GOVERNMENT UNDERTAKING)**

**Head Office: Khadya Bhavan, Block -B (4<sup>th</sup> Floor),  
11/A, Mirza Ghalib Street, Kolkata - 700 087**

**E-Mail: [swc@wb.gov.in](mailto:swc@wb.gov.in), Website: <https://www.warehousingwb.com/>**

**E-TENDER  
FOR SELECTION OF  
AGENCY FOR ON-SITE SUPPLY OF  
QUALITY CONTROL EQUIPMENT AT ALL WBSWC  
MANAGED GODOWNS**

Tender Documents will be available  
at [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

**Closing Date and Time of submission of Bid: 24.12.2022 at 18:55 Hrs**

**Opening date and time:**

Technical Bid: 27.12.2022 at 12:30 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](http://www.wbtenders.gov.in). Incomplete tenders will not be accepted.

# CONTENTS

SECTION	DESCRIPTION	PAGE
1	Notice Inviting e-Tender	3
2	Date and Time Schedule for e-Tendering	5
3	Scope of Work	6
4	Eligibility Criteria	8
5	Documents Required	9
6	Disqualification Conditions	11
7	Instructions to Bidders	12
8	Evaluation of Bids and Acceptance	19
9	Commencement of Work	21
10	General Conditions	23
11	Disputes	27
ANNEXURE-I	Letter for submission of tender	29
ANNEXURE-II	Bidder's general information	31
ANNEXURE-III	Undertaking for sole Proprietary Firm	32
ANNEXURE-IV	Format for power of attorney to authorized signatory	33
ANNEXURE-V	Compliance to bid requirement	34
ANNEXURE-VI	Self declaration & undertaking	35
ANNEXURE-VII	Format of solvency certificate	36
ANNEXURE-VIII	Undertaking that Bidder is not blacklisted/ debarred	37
ANNEXURE-IX	Format of Agreement	39
ANNEXURE-X	Check points for preparation by the bidders	41

# Section 1

## NOTICE INVITING E-TENDER

The West Bengal State Warehousing Corporation invites e-tender under two bids system from professionally competent and financially sound reputed agency/company for on-site supply of selected Quality Control Equipment at the godown point located at several places of West Bengal as and when required basis. The locations of the godowns are listed below.

Sl. No.	District	Location of the godown	Sl. No.	District	Location of the godown
1	Alipurduar	Falakata RIDF	26		Singur RIDF
2	Bankura	Bankura Sadar RIDF	27	Hooghly	Dhaniakhali RIDF
3		Gobindanagar RKVY	28		Balagarh RIDF
4		Patrasayer RIDF	29		Tarakeswar RKVY
5		Sarenga RIDF	30		Howrah
6		Ranibandh RIDF	31	GFD Shalimar	
7		Kotolpur RIDF	32	Jalpaiguri	
8		Sainthia RIDF	33		Rajganj RIDF
9	Birbhum	Dubrajpur RIDF	34	Jhargram	Jhargram RIDF
10		Suri RIDF	35	Malda	Old Malda RIDF
11		Bolpur RIDF	36		Gazole RIDF
12		Nanoor RIDF	37		Chanchol RIDF
13		Rampurhat RIDF	38		Murshidabad
14		Nanoor (Muiteen) RIDF	39	Kandi RIDF	
15		Md. Bazar RIDF	40	Khargram RIDF	
16	Coochbehar	Sitalkuchi RIDF	41	Bharatpur RIDF	
17		Mathabhanga RIDF	42	Lalgola RIDF	
18	Dakshin Dinajpur	Balurghat RIDF	43		Nabagram RIDF
19		Tapan RIDF	44		Raghunathganj-I RIDF
20		Kumarganj RIDF	45	Nadia	Krishnanagar RIDF
21		Tapan-II RIDF	46		Hanskhali RIDF
22	Balurghat RKVY	47	Tehatta RIDF		
23	Darjeeling	Bagrakote GFD	48		Ranaghat RKVY
24		Dabgram GFD	49	North 24-Parganas	Basirhat RIDF
25	Hooghly	Jangipara RIDF	50		

Sl. No.	District	Location of the godown	Sl. No.	District	Location of the godown
51	North 24-Parganas	Deganga RIDF	69	Purba Medinipur	Panskura RIDF
52		Habra RIDF	70		Contai RIDF
53		Bagdah RIDF	71		Haripur RIDF
54		Bongaon RIDF	72		Egra RIDF
55		Cossipur GFD	73		Saktia RIDF
56	Purba Bardhaman	Galsi RIDF	74	Purulia	Joypur RIDF
57		Memari RIDF	75		Manbazar RIDF
58		Bhatar RIDF	76	Paschim Medinipur	Salboni RIDF
59		Katwa RIDF	77		Garbeta RKVY
60		Kalna RIDF	78		Keshpur RIDF
61		Nari RIDF	79		Narayangarh RIDF
62		Guskara RIDF	80		Junglekhas RKVY
63		Mongolkote RIDF	81	South 24- Parganas	Mathurapur RIDF
64		Monteswar RIDF	82		Bishnupur RIDF
65		Purbasthali RIDF	83		Diamond Harbour RIDF
66		Ketugram RIDF	84	Uttar Dinajpur	Itahar RIDF
67		Bhatar (Nasigram) RIDF	85		Islampur RIDF
68		Aushgram-II RIDF	86		Kaliaganj RKVY

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

Period of Agreement	One year, extendable by three months at the sole discretion of the Corporation.
Bid validity period	120 days from the last date of submission of bid.
Earnest Money Deposit Value	Rs. 20,000/- (Rupees Twenty thousand only)

## Section 2

### DATE AND TIME SCHEDULE FOR e-TENDERING

	<b>PARTICULARS</b>	<b>DATE</b>	<b>TIME</b>	<b>VENUE/PORTAL</b>
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents</i>	01.12.2022	18:55 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
2.	<i>Documents download start date</i>	01.12.2022	18:55 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
3.	<i>Pre-Bid meeting</i>	08.12.2022	12:30 Hrs	Conference Hall of WBSWC at Khadya Bhavan, Block-B (4 <sup>th</sup> Floor), 11/A Mirza Ghalib Street, Kolkata-87.
4.	<i>Bid proposal submission start date</i>	09.12.2022	16:00 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
6.	<i>Bid proposal Submission end date</i>	24.12.2022	18:55 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
7.	<i>Date &amp; Time of opening of Technical bids</i>	27.12.2022	12:30 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
9.	<i>Date &amp; 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 last date for submission of bid. 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

On-site supply of Quality Control Equipment at the godown(s) as per the list mentioned at **Section-I** and as per the supply order issued from time to time by the Corporation. The equipment which needs verification and stamping shall be duly verified & stamped by the Competent Authority.

### **Brief Description of Work:**

The bidders must get himself/herself/themselves fully acquainted with location of the godowns at their own interest before submission of bids and shall be deemed to have been done after such acquaintance. Once a tender is submitted by a bidder, he/she/they shall be deemed to have fully acquainted himself/herself/themselves with the location of the godowns.

The service required to be performed under the contract have been described in detail in **Section-10**. Bidders are required to quote separate rates for each Quality Control Equipment to be supplied as detailed at below-mentioned table in as per the terms and conditions.

Sl. No.	Name of QC Equipment	Technical specifications
1.	Compact Universal Digital Data Logging Moisture Meter	i. Commodity: Food grains, pulses, oil seeds & vegetable seeds. ii. Body: Steel, Test cups: Steel. iii. Range of Moisture: 3.5% to 40%. iv. Thickness setting chart for the specific commodities. v. Data logging facility to record date, time which includes Moisture percentage, temperature, humidity, commodity name, commodity code. vi. Display: Easy to read LCD Display, AC & DC operated with 2×16 character alphanumeric LCD display. vii. Low battery indication displayed on LCD display. No display of moisture percentage in case of low battery. viii. Consistency: +/-0.2%. ix. RS 232 Port facility to print moisture percentage, temperature, humidity, commodity name, commodity code, date & time. x. Test cups visible while giving pressure. xi. Hot keys for three crops which are programmable. xii. Accuracy : +/-0.2% xiii. Calibration check and error correction: Conforming to IS 8824:1978 xiv. Last reading recall facilities, memory of 200 reading. xv. P.T.-100 temperature sensor with temperature automatic. xvi. Auto calibration & new commodity calibration xvii. Weight range: 12 Kg to 14 Kg xviii. On-site warranty for 2 (two) years.
2.	Illuminated Magnifying	i. AC/DC operated ii. Magnification power: 10X, Lens diameter: 101.6 cm

	Glass	iii.Handle: 7.5 cm length
3.	Electronic Balance	<p>i. Structure: Basic structure made of steel along with three side opening glass breeze break with glass cover.</p> <p>ii. Display: High brightness with LED display.</p> <p>iii.Type: Digital</p> <p>iv. Max. capacity: 200 gm to 300 gm</p> <p>v. Readability: 0 to 1 mg</p> <p>vi. Repeatability: +/- 0.001 gm</p> <p>vii. Sensitivity: +/- 3 ppm</p> <p>viii. Pan Size-100 mm to 105 mm dia</p> <p>ix. Digital calibration facilities with external weight of 200 calibration Mass. With glass breeze break</p> <p>x. Operating temperature: 15 to 40 Degree Celsius</p> <p>xi. Power: 90-250 V/ 50-60 Hz, 10 Watt</p> <p>xii. Response time: 3 seconds</p> <p>xiii. Balance/scale will be supplied along with weights and measures stamping certificate from Legal Metrology, Govt. of West Bengal.</p>
4.	Digital Counter Balance	<p>i. Capacity: 3 Kg</p> <p>ii. Readability: 0.1 gm</p> <p>iii. Pan Size: 220×270 mm stainless steel platter of quantity with additional base plate</p> <p>iv. Balance/Scale will be supplied along with weights and measure stamping certificates from Legal Metrology, Govt. of West Bengal.</p> <p>v. A/c power supply operating between 90 VAC to 70 VAC with battery backup to 15 hrs.</p> <p>vi. Auto power off system</p> <p>vii. High brightness LED display of both side</p>
5.	Sieve Set	<p>i. Made of Brass</p> <p>ii. Diameter of frame: 8" (approx.)</p> <p>iii. Fitted with round mesh holes mesh Top 4 mm 2<sup>nd</sup> from Top: 3.35 MM, 3<sup>rd</sup> from Top: 1.70 MM</p> <p>iv. Bottom: 1 mm, pan &amp; cover</p>
6.	White Enamel Plate	With round shape 30 mm diameter with round Rim (HSN code 8437)
7.	Black Analysis Tray	<p>i. Made of Iron, triangular size</p> <p>ii. Length: 355.6 mm, Breadth: 228.6 mm &amp; Rim height: 25.4 mm (Approx.)</p> <p>iii. Front section gradually forming a narrow triangular shape.</p>
8.	Scoop	<p>i. Small scoops with handle made of steel</p> <p>ii. 75 mm(L)×65 mm(W)×25 mm</p>
9.	Parkhi Set	Made of mild steel, 160mm length & 40mm diameter with wooden handle 300mm, steel poker, leading end well pointed, parkhi blade well fixed to the handle. Base of the blade should be hemispherical with 18mm in diameter and gradually pointed towards end (IS No. 2816-1964).
10.	Sample Divider	<p>i. Boerner Type, body &amp; inner parts made of Brass &amp; without joints, sample upto 1000 gm</p> <p>ii. Size: 86 cm height, 38 cm Dia</p> <p>iii. No. of pockets: 38</p> <p>iv. Weight: 8 Kg (approx.) without pan. Supplies with two Bras sample pans of 1 kg capacity each.</p> <p>v. Accuracy: +/- 1.0% between pans on 1000 gm sample.</p>

## Section 4

### ELIGIBILITYCRITERIA

- 4.1. The bidder should have the certificate issued by the National Physical Testing Laboratory/ NABL.
- 4.2. Bidders should be a Proprietorship Firm/Partnership Firm/Company/ Limited Liability Partnership/Cooperative Society or a duly registered Society under appropriate provisions of applicable law.
- 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 financial capacity to supply QC Equipment amounting to Rs.3,00,000/-(Rupees Three Lakhs) at a time at godown(s) as per supply orders issued from time to time.
- 4.5. The bidder should have successfully supplied similar quality control equipment in any one year during last three financial years to any Govt./ PSU/ Private agency amounting to at least Rs. 2,00,000/- (Rupees Two Lakhs).

Note: The year for the purpose of experience will be taken as financial year [1st April to 31st March of the next year].



# Section 5

## DOCUMENTS REQUIRED

### 5.1. FOR TECHNICAL PROPOSAL:

1. Certified copy of Partnership Deed/ Article of Association/ Memorandum of Association/ Bye – laws etc. if applicable.
2. Certificate of Registration, in case of partnership firm.
3. Certificate of incorporation under Companies Act in case of companies.
4. Authorization letter wherever applicable.
5. Bank Statement for last six months.
6. Balance Sheet and P&L Account duly audited by Chartered Accountant for the Financial Year 2018-19, 2019-20 & 2020-21.
7. Income Tax Returns for Assessment Years 2019-20, 2020-21 and 2021-22.
8. Copy of EPIC and Aadhaar Card.
9. Copy of PAN Card.
10. Copy of valid Trade Licence.
11. Copy of updated P. Tax certificate.
12. Copy of GST registration certificate.
13. Certificate from concern Govt./ PSU/ Private agency regarding successful supply of quality control equipment.
14. Duly filled in and scanned copy of Annexure-I, II.
15. Duly filled and scanned copy of Annexure –III, if applicable.
16. Authorization letter (Annexure-IV), if applicable.
17. Compliance to Bid Requirement (Annexure-V).
18. Self declaration & undertaking (Annexure-VI).
19. Undertaking of financial solvency (Annexure-VII).
20. Undertaking that the bidder is not blacklisted/debarred (Annexure-VIII).
21. Check points for preparation of bids by bidders as per Annexure-X.

### **All the above documents must be self Attested**

#### Notes

1. Non-submission and/or submission not in proper format/manner of the above documents shall lead to disqualification.

2. Conditional, ambiguous and incomplete bids will be summarily rejected.
3. Any type of canvassing by the bidder in furtherance of a bid is strictly prohibited.
4. Exemption from deposition of Earnest Money /Security deposit shall not be allowed under any circumstances.
5. The Tender inviting Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any bidder at any stage of bidding.
6. The Bidder shall bear all costs associated with the preparation and submission of the bid and the authority will no case be responsible and liable for those costs.

5.2. **FOR FINANCIAL PROPOSAL:**

**Bill of Quantities (BOQ):** Quoting rate for on-site supply of Quality Control Equipment as per list at **Section-3** duly verified & stamped by the Competent Authority (wherever necessary) including transportation to the godowns for which the bidder is bidding. While quoting rate in Price Bid (BOQ), the agency must carefully note that quoted rate is for supplying of each of the Quality Control Equipment at the godown(s)/warehouse(s) as per the list of godowns as mentioned at **Section-I** of the NIET. In case, the rate is quoted in a manner other than mentioned above, the bidders are liable to be rejected. The rate shall be quoted for individual equipment separately.

**5.2.1 Price Conditions**

1. The bidder should quote the rate for individual item.
2. The rates quoted by the prospective bidder shall be deemed to be inclusive of transportation charges and excluding GST. The rate shall also include any variation(s) of the Quality Control Equipment to be supplied.
3. 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. GROUND 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 firm/any of the Director of the 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. 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 have 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](http://www.wbtenders.gov.in)**

#### 7.1.2. **Digital Signature Certificate (DSC):**

Each bidder is required to obtain a 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 NIET 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 fee for the Tender Document with respect to this tender.

#### 7.1.4. **Submission of Tenders:**

Tenders are to be submitted online in the website **[www.wbtenders.gov.in](http://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 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.
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.
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 28<sup>th</sup> 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 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/her/their 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, transportation charges and costs but excluding GST. **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-IV.

#### **7.5. Corrupt Practices:**

Any bribe, commission or advantage offered or promised by or on behalf of the bidder to any officer or employees 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 for the next 5 (Five) years.

- 7.6.2. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate (Class-III) 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](http://www.wbtenders.gov.in) .
- 7.6.4. Bidders 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 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. 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.”

- 7.6.10. 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.
- 7.6.11. Selected bidder shall be required to supply of all/any of the Quality Control Equipment along with verification & stamping certificate issued by the competent Authority.
- 7.6.12. **Selected bidder shall also be required to supply all/any of the Quality Control Equipment at any other WBSWC managed warehouses or any Govt. owned godowns not included in the current tenders on the same rates, 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 (4<sup>th</sup> 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/they shall intimate the matter in writing to WBSWC within 48 hours of uploading of the 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. The offered rate of the individual item shall be compared for evaluation to determine the lowest bidder (L1) for every item.
- 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 name of the authorized representative(s) of the bidder who would be responsible for taking instructions from WBSWC shall be communicated to WBSWC within seven working days after issuance of work order.
- 8.1.14. The “Work Order” would be awarded subject to the approval of the Managing Director, WBSWC.
- 8.1.15. 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 issuance of engagement order as per Annexure-IX, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

9.2. **Security Deposit:**

- 9.2.1. The amount of Security Deposit to be submitted by the selected Agency(ies) will be calculated in due course based on the number of QC equipment for which Agency(ies) is/are selected as lowest and successful bidder. The deposition of calculated amount of security deposit will be binding on 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 completion of the agreement and after the warrantee period of last supplied equipment.
- 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. 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 completion of the agreement.
- 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.

# 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 consolidated rates of all Quality Control Equipment as per list at Section-3 including all charges but excluding GST as offered by the bidder and accepted by the Managing Director, West Bengal Warehousing Corporation for and on behalf of the CORPORATION.
- (iv) The term 'Quality Control Equipment' means all items as per list at Section-3.
- (v) The term 'Corporation' and the West Bengal State Warehousing Corporation or WBSWC, 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.
- (vi) The term 'Managing Director' shall mean the Managing Director of the Corporation under whose administrative jurisdiction the godowns/warehouses 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;

### 2. Rate revision clause:

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

### 3. 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, for a period upto 5 (Five) 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 upto 5 (Five) years, as deemed fit.

#### **4. Duties and responsibilities of the Agency:**

The Agency shall supply the Quality Control Equipment as per supply orders issued from time to time to 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. 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.

1. If the Agency fails to supply the same 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.
2. The agency shall strictly abide by all rules and regulations of Police, Municipal authorities and other local bodies.
3. 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 un-workman like performance 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.

#### **5. Submission of bills, payments, taxes and duties:**

- (a) Payment will be made by the Managing Director on submission of bills accordingly with supply order in triplicate duly supported by certificate issued by the Warehouse In-Charge or an officer acting on his behalf, as the case may be and copy of the verification and stamping certificate of Quality Control Equipment wherever necessary.
- (b) Agency should submit their bills not later than one month from the date of completion of the supply order. In order to facilitate fast disposal of bills the agency are advised to submit their bills after submission of necessary GST.





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.

**9. 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.

**10. 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.

**11. Interpretation of the clause:**

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning 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.

**12. 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 agreement) 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 11 (Arbitration).

ANNEXURE - I**Letter for submission of tender**

From

-----

To

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

Dear Sir,

Sub: Tender for selection of agency for on-site supply of Quality Control Equipment at WBSWC managed Warehouses/Godowns

Ref: Tender Notice No.:

In response to your Tender Notice no. .... Dated ..... for selection of agency for supplying of Quality Control Equipment at WBSWC managed warehouses/godowns, I/we ..... a Company/ Partnership Firm/an Association/Sole Proprietor/Karta of HUF, Cooperative Society (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 at ..... (Place of business) hereby submit our offer for on-site supply of Quality Control Equipment as per schedule at Section-3.

**I/we agree that this offer shall be valid for a period of 120 (One Hundred and Twenty) days from the last date of submission of bid.**

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 if 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 at any time whether before or after acceptance of my/our tender (this clause shall apply where the bidder is a firm/association).

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

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

Yours faithfully,

Place:

Date:

(Signature and seal of the Bidder)

Encl: .....

.....

.....

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.:

[7] E-Mail address:

[8] Website:

[9] GST Registration No:

[10] PAN No.:

[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:

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE - III

**UNDERTAKING**

**(For Sole Proprietary Firm)**

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 .....

.....  
Stamp and signature of the bidder

Place:  
Date:

.....  
Name of the bidder



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 to be 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 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

**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 Section-5 have been submitted along with the required documents and the 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 execution of 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 me/us.

I/we further confirm that I/we have quoted our rates in our financial bid as per the conditions of the tender document.

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE-VI

**SELF-DECLARATION & UNDERTAKING**

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

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

**ANNEXURE-VII**

**FORMAT OF SELF DECLARATION FOR FINANCIAL SOLVENCY**

(Affidavit to be executed before Notary/Executive Magistrate on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. The stamp paper is to be in the name of the bidder)

**AFFIDAVIT**

I ..... proprietor/partner/chairman/Managing Director of ..... (Name of the firm) having office at ..... do hereby solemnly declare that I have sufficient financial solvency to supply selected Quality Control Equipment at the warehouses/godown under the management of WBSWC, if selected, upto a sum of Rs.5,00,000/- (Rupees Five Lakhs) only.

Date:

.....  
signature

**ANNEXURE - VIII**

**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 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 5 years?	Yes/No
3. 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
4. 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).

.....  
 Stamp and signature of the bidder

Place:

Date:

.....  
 Name of the bidder

ANNEXURE - IX

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

**PROFORMA AGREEMENT TO BE EXECUTED BY THE AGENCY FOR SUPPLY OF QUALITY CONTROL EQUIPMENT AT WBSWC MANAGED WAREHOUSES/ GODOWNS**

THIS AGREEMENT made on this.....day 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 (4<sup>th</sup> Floor), Kolkata -700087 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 proprietor/manager/administrator etc. of the firm under ..... Block, ..... Sub-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 bearing no. .... for selection of agency for on-site supply of Quality Control Equipment at all godowns/warehouses as per the list of godowns as mentioned at Section-I of NIET under the management of WBSWC within the State of West Bengal and closing date for bid submission was .....

AND

Whereas the agency submitted bid against such notice for supplying of Quality Control Equipment at godowns/warehouses as per the work order issued from time to time at the godowns as listed at Section-I of NIET on the terms and conditions of the tender document.

AND

Whereas the Corporation being satisfied with the candidature of the agency, engaged the agency for on-site supplying of Quality Control Equipment at godowns/warehouses as per the work order issued from time to time at the

godowns as listed at Section-I of NIET on the terms and conditions of the work order bearing no.....

AND

Whereas the agency accepted the terms and conditions of the work order bearing no..... issued by the Corporation.

AND

Whereas the Corporation issued work order in favour of the agency vide no. .... dated ..... allowing the agency for on-site supply of Quality Control Equipment at the rate(s) as tabulated below at godowns/warehouses at the godowns point as listed at Section-I of NIET as indicated at BOQ and terms and conditions as set forth in the tender document.

Sl. No.	Name of the Quality Control Equipment	Offered Rate (INR)

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

The agency shall supply the Quality Control Equipment at the godowns as listed at Section-I of NIET as per the work order issued from time to time at the rate as offered at the BOQ which forms a part of the Agreement.

That the period of contract shall remain valid for a period of one years only w.e.f. .... and may be extended for a further period of three months as per discretion of the Corporation on the same rates, terms and conditions.

That the on-site supply of Quality Control Equipment at the godowns as listed at Section-I of NIET as per the work order issued from time to time along with verification and stamping certificate (wherever necessary) is to be completed within 30 days of issuance of work order.

That the Corporation shall have the right to recover any financial loss due to non-supply/belated supply, as the case may be, 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 successful supply of selected Quality Control Equipment in good & working conditions at the warehouse/godowns may raise its bills to the Corporation after completion of the supply order to the Secretary, WBSWC.

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.

That the Corporation shall have the right to instruct the agency to supply same Quality Control Equipment at other godowns/warehouses of the Corporation and not included in the current tender on the same rates, terms and conditions during the contract period.

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 the Managing Director of West Bengal State Warehousing Corporation for arbitration. The Managing Director will appoint an arbitrator for settlement of dispute and the decision of the said arbitrator will be final and binding on both the parties.

IN WITNESSETH WHERE OF 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-X**CHECK POINTS FOR PREPARATION OF BIDS BY THE BIDDERS**

Sl. No.	Documents	Yes/ No
i	a) Have you confirmed that you agree with all terms & conditions of the bid documents? b) Have you kept validity of the offer as per bid documents?	
ii	Whether copy of PAN card uploaded?	
iii	Whether copy of EPIC and Aadhaar card uploaded?	
iv	Whether copy of Trade Licence uploaded?	
v	Whether copy of P. Tax uploaded?	
vi	Whether copy of GST Registration Certificate uploaded?	
vii	Whether proof of payment of EMD uploaded?	
viii	Whether Bank Statement for the last six months uploaded?	
ix	Whether copy of duly filled and signed scanned copies of Annexure I & II uploaded?	
x	(a) Whether Affidavit as per Annexure-III uploaded in case the bidder is a Proprietorship Firm? (b) Whether certified copy of partnership deed uploaded in case the bidder is a Partnership Firm? (c) Certified Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association; and in any other case certified copy of certificate of incorporation uploaded in case the bidder is a Company (whether Private or Public). (d) Power of Attorney in favour of signatory(ies) duly attested by Notary is uploaded as per Annexure-IV. (e) Copy of Registration Certificate in case of a Co-operative Society/ LLP and copy of authority Letter/ power of attorney as may be applicable uploaded.	
xi	Whether compliance to bid requirement on the letter head of the bidder as per Annexure-V uploaded?	
xii	Whether self-declaration & undertaking executed on non-judicial stamp paper as per Annexure-VI uploaded?	

xiii	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).	
xiv	Whether Income Tax Returns for the Assessment Year 2019-20, 2020-21 & 2021-22 uploaded?	
xv	Whether affidavit of self declaration for financial solvency as per Annexure-VII uploaded?	
xvi	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-VIII uploaded?	

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder