

WEST BENGAL STATE WAREHOUSING CORPORATION
(A GOVERNMENT UNDERTAKING)
KHADYA BHAWAN
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E-TENDER DOCUMENT FOR SELECTION OF AGENCY FOR PROVIDING
MANPOWER AS MULTIPURPOSE WORKER CUM WEIGHBRIDGE OPERATOR
HAVING REQUISITE QUALIFICATIONS AT DIFFERENT WAREHOUSES MANAGED
BY WBSWC ACCROSS THE STATE AS AND WHEN REQUIRED BASIS. IN
ADDITION TO THAT SUPPLY MULTIPURPOSE WORKER -CUM- WEIGHBRIDGE
OPERATOR TO BE PROVIDED AT DIFFERENT WAREHOUSES TO BE TAKEN OVER
IN FUTURE AT THE SAME RATE, TERMS & CONDITIONS.

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West Bengal State Warehousing Corporation

(A Government Undertaking) KHADYA BHAWAN ,
B-BLOCK (4TH Floor) IIA, MIRZA GHALIB STREET ,
KOLKATA-700087

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NOTICE INVITING (E-TENDER) NO.: _____ /C(III)-322/2016-17/SWC

Dtd. ____/01/2023

SCHEDULE OF IMPORTANT DATES

NAME OF WORK:- SELECTION OF AGENCY FOR PROVIDING MANPOWER AS MULTIPURPOSE WORKER CUM WEIGHBRIDGE OPERATOR (ONE OPERATOR IN EACH GODOWN / WAREHOUSE) HAVING REQUISITE QUALIFICATION AS INDICATED IN THE TENDER DOCUMENT AT WAREHOUSES MANAGED BY WBSWC AS AND WHEN REQUIRED BASIS (AS PER ANNEXURE A & B) & IN ADDITION TO THAT MULTIPURPOSE WORKER -CUM- WEIGHBRIDGE OPERATOR TO BE PROVIDED ALSO IN OTHER GODOWNS TO BE TAKEN OVER BY WBSWC SUBSEQUENTLY.

PARTICULAR	DATE & TIME
Date of publishing of NIT	10.01.2023 at 16.00 hrs.
Document download start date & time	10.01.2023 at 16.00 hrs.
Document download end date & time	08.02.2023 at 18.55 hrs.
Pre-bid meeting	18.01.2023 at 15.00 hrs. at the office of WBSWC, Khadya Bhawan
Bid submission start date & time	19.01.2023 at 13.00 hrs.
Bid submission end date & time	08.02.2023 at 11.55 hrs.
Date & time of opening of Technical Bid.	13.02.2023 at 11.55 hrs.
Date & time of opening of Financial Bid.	To be intimated later on
Bid Validity period	120 days and further extendable by fortnight from the date of opening of technical bid
Contract Period	01 (One) Year, extendable by three months at the discretion of the Corporation.

NOTICE INVITING E-TENDER FOR SELECTION OF AGENCY

For and on behalf of W.B. State Warehousing Corporation, The Managing Director invites **Online e-tender in TWO BID SYSTEM** from reliable, resourceful, bonafide and experienced firms / companies / individual contractors having requisite financial capability and sufficient credential on execution of supply of multipurpose worker -cum- weighbridge operator(s). The details are given below:

1.	Name of work	:	SELECTION OF AGENCY FOR PROVIDING MANPOWER AS MULTIPURPOSE WORKER CUM WEIGHBRIDGE OPERATOR (ONE OPERATOR IN EACH GODOWN / WAREHOUSE) HAVING REQUISITE QUALIFICATION AS INDICATED IN THE TENDER DOCUMENT AT WAREHOUSES MANAGED BY WBSWC AS AND WHEN REQUIRED BASIS (AS PER ANNEXURE A & B)& IN ADDITION TO THAT MULTIPURPOSE WORKER -CUM- WEIGHBRIDGE OPERATOR TO BE PROVIDED ALSO IN OTHER GODOWNS TO BE TAKEN OVER BY WBSWC SUBSEQUENTLY.
2.	Location of Work	:	DIFFERENT WAREHOUSES MANAGED BY WBSWC (AS PER ANNEXURE A & B) ACROSS THE STATE OF WEST BENGAL AND IN ADDITION TO THAT ANY GODOWN/WAREHOUSE TO BE TAKEN OVER BY WBSWC SUBSEQUENTLY.
3.	Scope of Work	:	<ol style="list-style-type: none"> 1. To provide manpower for performing multipurpose works including operation of weighbridge at the godowns managed by WBSWC at different locations as per Annexure A & B and other locations as may be directed by the WBSWC from time to time. 2. To operate the weighbridges and perform other functions at SWC Managed godowns in all working days and even in holidays also as may be directed by WBSWC.
4.	Estimated Cost of Work	:	Rs.1,80,00,000/-
5.	Duration of Contract	:	Initially for 1 (one) year. However, subject to satisfactory performance during 1 st year the contract may be extended for further two times by one year each.
6.	Security Deposit against work	:	3% of the contract amount for 3 years i.e. Rs.16,20,000/- (approx).
7.	Bid Inviting Authority	:	The Managing Director, W.B. State Warehousing Corporation
8.	Eligibility Criteria of the bids	:	<ol style="list-style-type: none"> 1. The Tenderer/Agency should have experience of supply of multipurpose worker-cum-weighbridge operator or successfully executed similar nature of work i.e. Computer Operator & DEO in the immediate preceding 3 financial years i.e. 2019-20, 2020-21 & 2021-22 having average quantum of Tender value of Rs.40 lakhs in single work order or Rs.60 lakhs and above in multiple contract in any Govt./Semi Govt./Public Sector Undertakings/Autonomous/ Statutory bodies/Local bodies/Reputed Bank or Reputed Corporate Company. Completion Certificate or Payment Certificate duly obtained from the concerned authority shall have to be uploaded in support of the credential. Credential of sub-contract work will not be acceptable. 2. Average Annual turnover for business or similar nature of work for the past preceding 3 (three) Financial Years i.e. 2019-20, 2020-21 & 2021-22 should not be less than Rs.1.80 crore in any of the past preceding single year and Rs.2.50 crores in multiple years. Completion Certificate or Payment Certificates of the concerned authority in support of the credential including Audited Balance Sheet (authenticated by a Chartered Accountant) for the last three financial year i.e. 2019-20, 2020-21 & 2021-22

			shall have to be uploaded. Credential of sub-contract work will not be acceptable.
9.	Earnest Money	:	Rs. 4,00,000/- (Rupees Four lakhs) only. by way of Banking or RTGS/NEFT through Pooling Account of ICICI Bank vide Finance Deptt., Govt. of W.B. G.O. No. 3975-F(Y) dt. 28.07.2016.
10.	Bid document	:	Bid Document is available in the NIC's official website. www.wbtenders.gov.in Bidders who have registered with National Informatics Centre (NIC) can participate in the tender. Interested bidders shall register with NIC in advance. Necessary assistance can also be obtained from the Office of the WBSWC, Contact Person Sri Animesh Halder, GM(Storage), M/No.9051079048.

Signature of issuing Authority

Signature of Tenderer

INFORMATION TO THE BIDDERS (ITB)

1. **Bid Document :**
Bid Document can be downloaded from the Website www.wbtenders.gov.in.
2. **Submission of Tender**
The tender will be submitted in two bid system i.e. Technical bid & Financial bid.
3. **Online Bid submission procedure**
 - i) *Registration of Contractor:* Agencies/Bidders who are interested for participating in WBSWC's e-tenders will have to be enrolled & registered with the Government e-Procurement system, through logging into <https://etender.wb.nic.in>. They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering.
 - ii) *Digital Signature certificate (DSC):* Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount.
 - iii) The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website www.wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - iv) *Submission of Tenders:* General process of submission, Tenders are to be submitted through online to the stipulated website in two folders at a time for each work, one in Technical Bid & the other in Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical Bid:

The Technical proposal should contain scanned copies of the following documents (all in PDF file).

1. NIT (Properly upload the same Digitally Signed).
2. Duly filled in Application Format (Annexure-C)
3. Duly Filled in Affidavit as given under Annexure-D (to be affirmed before Notary).
4. All the documents as given under TECHNICAL BID (Clause 3.1.1 Mandatory Documents)

Note: - Failure of submission of any of the above mentioned documents in prescribed format (as applicable) will render the tender liable to be rejected.

Signature of issuing Authority

Signature of Tenderer

B. Financial Bid:

The financial proposal should contain the following documents in **one cover** (folder) i.e. **Bill of quantities (BOQ)**:

The contractor is to quote the rate through online only in the space marked for quoting rate in the **BOQ**. Only downloaded copies of the above documents are to be uploaded (**Excel file**) after Digitally Signed by the contractor.

3.1 TECHNICAL BID

3.1.1 Mandatory Documents

Relevant documents must be uploaded online for participating in this tender. If the relevant documents are not uploaded online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offered shall not be opened. The Details of Mandatory Documents are given below:

- i. Valid Trade license issued by competent authority.
- ii. Copies of original documents defining the constitution or legal status, Name and address, registration detail of Firm / Company / Agency, place of registration, and principal place of business, name of proprietor and written power of attorney of the signatory of the Bid to commit the Bidder.
- iii. Completion/Credential Certificate of similar type of project/job under any Government / Semi Government /Public Sector Undertakings / Autonomous / Statutory bodies/ Local bodies/ Reputed Bank or Reputed Corporate Company, with requisite single tender value(In conformity with clause no-3.1.5.1)
- iv. P/L Account & Audited Balance Sheet of last three Financial Years 2018-19, 2019-20& 2020-21 (authenticated by a Chartered Accountant) for ascertaining to establish average Annual Turnover in contractual business.
- vi. PAN Card.
- vii. Income Tax return of last three Assessment years i.e. 2019-20, 2020-21, 2021-22.
- viii. Latest Professional Tax challan.
- ix. GST Registration certificate.
- x. Document in support of valid PF and ESI Registration.
- xi. Aadhar / Voter Card.
- xii. One Affidavit before Notary as prescribed by the authority will have to be submitted along with this tender. (**Annexure-D**)
- xiii. Valid license of Labour Department for providing man power.
- xiv. One Affidavit before Notary regarding non-conviction of any offence by any Court or debarred or punished by Statutory Authority (**Annexure-E**).

Note: The tender will be summarily rejected if any of these documents are missing in uploading documents. Original documents shall have to be produced by the bidder for its verification, if required by the authority.

3.1.2 CREDENTIAL

3.1.2.1 Technical :

1. The Tenderer/Agency should have experience of supply of multipurpose worker-cum-weighbridge operator or successfully executed similar nature of work i.e. Computer Operator & DEO in the immediate preceding 3 financial years i.e. 2019-20, 2020-21 & 2021-22 having average quantum of Tender value of Rs.40 lakhs in single work order or Rs.60 lakhs and above in multiple contract in any Govt./Semi Govt./Public Sector Undertakings/Autonomous/ Statutory bodies/Local bodies/Reputed Bank or Reputed Corporate Company. Completion Certificate or Payment Certificate duly obtained from the concerned authority shall have to be uploaded in support of the credential. Credential of sub-contract work will not be acceptable.
2. Average Annual turnover for business or similar nature of work for the past preceding 3 (three) Financial Years i.e. 2019-20, 2020-21 & 2021-22 should not be less than Rs.1.80 crore in any of the past preceding single year and Rs.2.50 crores in multiple years. Completion Certificate or Payment Certificates of the concerned authority in support of the credential including Audited Balance Sheet (authenticated by a Chartered Accountant) for the last three financial year i.e. 2019-20, 2020-21 & 2021-22 shall have to be uploaded. Credential of sub-contract work will not be acceptable.

3.1.2.2 Financial

3.1.3 If the applicant is an authorized signatory, he should submit document of authorization in his favour along with the application. In case of Partnership firm, copies of the partnership deed are to be submitted along with the tender document.

3.1.4 Penalty for suppression / distortion of facts :

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the work order will be summarily cancelled and the tenderer will be suspended from participating in the tenders on WBSWC's e-Tender platform for a period of 2(two) years.

3.2 FINANCIAL BID:

1. The Financial Bid Form shall be submitted in the prescribed Financial Bid Format as per Annexure – F (BOQ) through online only.
2. During quoting the rate in the Financial Bid, the bidder should consider the following mandatory payment components as per latest relevant Govt. notifications.

- i) Minimum wages Per head/month – As per Minimum Wages Act. i.e. the rate of skilled worker as per Labour Department notification No. 108/Stat/2RW/9/2022 /LCS/JLC, dt. 06.07.2022.
- ii) EPF & ESI contribution – As per EPF & ESI Act per head per month.
- iii) Bonus (Proportionate monthly amount) – As per order of Finance Deptt., Govt. of West Bengal per head per month.
- iv) Payment of 4 National Holidays (proportionate amount per month per head)(Where applicable)
- v) Weekly off for reliving duty (Wherever applicable).

3. Service Charge – Service Charge has been fixed, the bidder should quote the rate that should not be less than 5% of the average existing Minimum Wages of Zone-A (Municipal area) as well as Zone-B (Panchayat area) i.e. Rs.774/- per head per month, which will be remain unchanged and continued throughout the contract period.

1.The rate is to be quoted in figures and in words clearly in the specified space of the Tender form/ Financial bid Form only.

2.The rate quoted by tenderer shall be inclusive of all elements of taxes (except GST) and duties, demands, fees and all other relevant and related payments etc.(GST if any shall not be included as it would be re-imbursed by the authorityseparately if applicable on submission of satisfactory documentary evidence).

3.The quoted rate shall include income tax, sales tax, cess etc. as applicable if any, toll, ferry charges,

local charges, and royalties, turn over tax and all other charges as applicable while quoting the rate.

All other charges like insurance charges, freight etc as would be required for completion of the work shall also be included in the rate quoted. No claim what so ever in this account shall be entertained.

Annexure A & B is purely indicative, actual deployment may vary as per requirement of the Corporation.

The rate will not be enhanced under any circumstances during contract period or the period if extended beyond the contract period.

3.2.1 Taxes & duties to be borne by the Contractor:

It may again be reiterated that Income Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess etc. will have to be borne by the contractor while executing the work.

3.2.2 Site inspection before submission of tender:

Before submitting any tender, the intending tenderer should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

3.2.3 Conditional and incomplete Tender:

Conditional and incomplete tenders shall be summarily rejected.

4. Acceptance of Tender :

The following procedure would be adopted in case when there is a tie among the L¹ bidders –

A. Keeping the discovered L¹ rate as ceiling, sealed bids may be invited from all the L¹ bidders and out of those the lowest one may be selected.

B. If none of the bidders is ready to offer further reduced rates.

Or

There is again a tie between the bidders even after sealed bids.

Or

All the bidders have quoted equal to the maximum permissible lowest limit in such cases the bidder having aggregate highest value of work executed only in the Govt. Deptt. or Govt. PSUs in last three financial years (2019-20, 2020-21, 2021-22) as per the experience certificate shall be considered as L¹ and that shall be final and binding on the bidders.

C. If it is found that more than one bidder quotes the same rate and have experience certificate issued by the Govt. Deptt. or Govt. PSUs, the final selection will be made on the basis of draw of lot and that shall be final and binding on the bidders. any private company/ organization all such bidders i.e. not issued by the Govt. Deptt. or Govt. PSUs, the final selection will be made on the basis of draw of lot and that shall be final and binding on the bidders.

5. Payment

The payment of bill for any work will be made according to the availability of fund and no financial claim in case of any delay in payment will be entertained. However, monthly payment will be made to the agency after ensuring the satisfactory performance of the

multipurpose worker cum weighbridge operator and verification of the wages made to the multipurpose worker cum weighbridge operators deployed for operating weighbridges installed at warehouses managed by WBSWC.

6. **Security Deposit / Bank Guarantee :**The successful bidder shall furnish a sum equivalent to 3% of the Contract value i.e. Rs.16,20,000/- as Security Deposit for 3 years in the form of Bank Guarantee in favour of West Bengal State Warehousing Corporation within 15 (fifteen) days from the date of acceptance/receipt of the Offer letter. However, if the said Bank guarantee is found false/forged/tampered/fabricated and manipulated, WBSWC reserves the right to cancel the Offer letter and forfeit the Earnest Money.

7. **Withdrawal of tender:**

A bidder once submitted shall not be withdrawn within a period of 120 days from the last day of the opening of the financial bid of the tender. If a tenderer withdraws his tender within this period without any valid reason, necessary legal action may be taken against the bidder along with forfeiture of EMD.

8. **Statutory Obligations :**
 - 8.1 The service provider must comply with all statutory obligations and provisions as per law of the land and as contained in relevant Acts like , Workmen's Compensation Act 1923, the Contract Labor (Regulation & Abolition) Act 1970 , Employees Provident Fund & Miscellaneous Provisions Act 1952 , Employees' State Insurance Act 1948 , Payment of Wages Act 1936 , Minimum Wages Act 1948 and any other applicable Acts / Guidelines / directives etc. and rules made there under .

 - 8.2 The financial obligation(s) arising out of statutory obligations would be entirely on agency's account and WBSWC will not be responsible on this score for any reason whatsoever. The register maintained by the successful bidder in this regard, shall be subject to scrutiny of WBSWC, if WBSWC desires so.

 - 8.3 The service provider has to pay minimum wage in compliance with latest notification of Labour Department, Govt. of West Bengal, as modified from time to time. In no case, the said wage can be divided into other component(s). PF, ESI and Bonus should be over and above the minimum wage as above or as notified by the Labour Department, Govt. of West Bengal.

 - 8.4 All deployed personnel would be eligible for payment of :-
 - 1) Minimum Wages per head per month as per existing W.B. Govt. Rules;
 - 2) ESI & PF as per existing rules;
 - 3) Proportionate Bonus per month as per existing rules;
 - 4) Weekly off for relieving duty per head per month (where applicable).
 - 5) Proportionate wages per month for four National Holidays (where applicable).

 - 8.5 **ESI / Medclaim Policy**–Since service provider (s) have to deploy existing manpower, immediate process for change of employer (if any new service provider got LOA) has to be taken with respective ESI authority within one month after receipt of the LOA with intimation to the concerned controlling officer. Similarly, Medclaim policy from an Insurance Company approved by Insurance Regulatory and Development Authority (IRDA) should be purchased forthwith in non-ESI areas only.

8.6 The successful bidders have to submit a list of deployed manpower of the respective sub-station / Office indicating Name, Father's / Husband's Name, Date of Birth, Communication & Permanent Address, Qualification(s), Wage particulars including statutory documents such as E.S.I. Card / Mediclaim Policy No., EPF Account No. to the G.M. (Storage), WBSWC within one month from the date of receipt of LOA / date of actual engagement.

8.7 The Vendor while submitting the bill must enclose Electronic Challan cum Return as per Employees' Provident Fund Scheme, 1952 along with Bank Challan of Remittance acknowledgement by EPFO positively in token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number, as to be mentioned in the LOA.

8.8 The Agency must ensure that employees as engaged are registered as per E.S.I. Act. The vendor is liable to enclose necessary Challan towards payment of E.S.I. Contribution to the respective E.S.I. Authority where ESI Scheme is applicable otherwise the vendors have to procure MEDICLAIM Insurance Policy from an Insurance Company approved by Insurance Regulatory and Development Authority (IRDA) in respect of each of the employees where ESI Schemes are not applicable.

8.9 Payment of wage should be made along with duly authenticated Wage Slip indicating Minimum Wage, PF deductions, ESI (both employer & employees' contribution), Bonus Component, weekly off, 4 National Holidays.

8.10 Issuance of Appointment order to each employee is mandatory. A copy of each such Appointment Letter may be sent to the Zonal Officer / Superintendent of the Concerned Zone / Warehouse.

9. Terms & Conditions in respect of Multipurpose Worker -cum- Weighbridge Operator.

9.1 Minimum Qualification required for a Multipurpose worker cum Weighbridge operator : Must have passed Madhyamikor equivalent examination with working knowledge in computer.

Age : Age of the multipurpose worker cum weighbridge operator should be between 25-35 years as on 01.01.2023. Before deployment of multipurpose worker cum weighbridge operators, the agency should submit details list of operators having following information and a passport photo of the incumbent.

1. Name
2. Address for communication
3. Mobile No. / E_mail id.
4. Date of Birth
5. Educational qualification
6. Knowledge of computer. (Certificate of Computer passed should be attached).
7. Adhaar / Votar Card.

The multipurpose worker cum weighbridge operator before joining at his place of posting should submit the attested photocopies in support of his age, address, Educational qualifications, knowledge in computer etc.

9.2 The agency should provide the multipurpose worker cum weighbridge operators having requisite qualifications and knowledge in computer application as stipulated in clause 8.1.

9.3 The agency while posting the multipurpose worker cum weighbridge operators should ensure that the said deployed operator shall have to submit attested copies of documents in support of his age, qualifications, identity, address etc. to the warehouse in charges for information of the same.

If the warehouse In-charge find that the multipurpose worker cum weighbridge operators do not possess the requisite qualifications and age within 25-35 years, he/she shall not be allowed to be deployed in the warehouse.

9.4 The Agency shall have to ensure the presence of multipurpose worker cum weighbridge operator in all working days and even in holidays as may be directed by WBSWC. The multipurpose worker cum weighbridge operator will have to give his full signature in lieu of short signature in the duty register / Attendance Register. The register shall remain available round the clock for inspection by the authorized representatives of the M.D., WBSWC.

9.5 Adequate supervision will be provided to ensure correct & effective performance of the multipurpose worker cum weighbridge operator in accordance with the prevailing assignment instructions by the Authority.

9.6 The Agency should ensure about the integrity of the personnel to be deployed by them for Multipurpose worker cum weighbridge operator.

Misconduct on the part of any multipurpose worker cum weighbridge operator damaging and polluting the atmosphere and creating a sense of insecurity renders him / her disqualified for the job. Such persons engaged as multipurpose worker cum weighbridge operators and found involved in any sort of criminal activity or implicated by in any Court of law should be removed from the job and replaced immediately.

9.7 The Agency should also ensure that the multipurpose worker cum weighbridge operators as deployed are physically fit and mentally alert in all respect. In other words, any infirm person or anybody found crippled with serious ailment is not fit for such service of multipurpose worker cum weighbridge operator. The Security Agency shall have to arrange the suitable replacement in all such cases.

9.8 If any accident happens to multipurpose worker cum weighbridge operators during duty hours, the Agency shall be solely responsible for providing necessary treatment and compensation to the affected multipurpose worker cum weighbridge operator or his / her affected dependent family members. WBSWC will not be liable for any of the compensation to the affected multipurpose worker cum weighbridge operator or his/her affected dependent family members. WBSWC will not be liable for payment of any of the compensation to the incumbent in his family members.

9.9 The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the different estates / premises. That in the event of any loss occasioned to the Authority, as a result of any lapse on the part of the agency as may be established after an enquiry conducted by the Authority, such loss will be made good from the amount payable to the Security. The decision of the M.D., WBSWC in this regard will be final and binding on the agency.

9.10 Violation of any condition as contained in the contract will render the contract liable to be terminated at any point of time with forfeiture of EMD / SD and any punitive measure as the authority deems fit.

- 9.11 The Authority shall have the right, without showing any reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior permission of the Managing Director, WBSWC.
- 9.12 The Authority shall not be responsible for providing residential accommodation to any of the employee of the Agency
- 9.13 The Authority shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The Authority does not recognize any employee employer relationship with any of the workers of the agency.
- 9.14 All multipurpose worker cum weighbridge operators during work will have to carry Photo Identity Card in a manner that is visible at the front of the Personnel.
- 9.15 The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills
- 9.16 Questionnaire for the pre-bid meeting if any shall be forwarded to this office on or before pre-bid meeting to be held at.
- 9.17 Invitation of application for issuance of tender does not constitute any guarantee for issue of tender paper to the applicant even to the enlisted tenderer of appropriate class. Bidder will not be entitled for any compensation for rejection of his application.
- 9.18 The rates quoted in the tender shall remain valid for 120 days from the date of submission of Tender for acceptance.
- 9.19 Sub-allotting of the job is not permissible and the Tenderer must submit one undertaking in given format (Annexure-F) that he will not sub-let the job under any circumstances. If the authority comes to know that the agency has sub-let the work then action shall be taken to terminate the contract and the SD money will be forfeited.
- 9.20 **Penalty:** For poor service and loss of any asset, penalty as decided by the authority will be imposed upon the agency.
- 9.21 The Contractor whose Tender is accepted shall make formal agreement (format enclosed) with the Managing Director, W.B. State Warehousing Corporation within 7(seven) days from the date of issuance of an intimation to that effect by this office. If the Contractor fails to perform the formalities within the specified period, Tender will liable to be cancelled and the earnest Money will be forfeited.
- 9.22 The Agency /contractor shall abide by all the labour welfare laws and their modifications from time to time, if any, within the contract period. Minimum labour wages, labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, WBSWC shall be held responsible for any eventualities in this regard including payment of wages to personnel deployed by the contractor.
- 9.23 The successful bidder is to obtain license from the Registering Officer under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also required to fulfil all the terms and conditions as embedded in the above Act, as well as any other laws and statutes as applicable.
- 9.24 WBSWC takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by post either way.

9.25 Tenderer can approach the Secretary, WBSWC for any clarification with respect to this tender.

9.26 The acceptance of the Tender will rest with the accepting authority who does not bind himself to accept the lowest or any tender and reserves the right to reject in part or in full of all tenders received without assigning any reason thereof. The decision of authority in respect to this tender is final and binding. Tender inviting authority reserves the right to cancel the entire tender process at any stage without assigning any reason.

9.27 The Tenderer should sign all corrections in the tender with date. The Tenderer must sign each of the Tender documents.

9.28 Bidder who will sign on Tender on behalf of a company or Firm must produce the authorization in respect of their competency to do so, failing which their tender will not be considered.

9.29 All materials & workmanship shall be as per the approved quality and methodology.

9.30 No advance will be paid to the contractor.

9.31 Payment may be withheld / not made on average or poor quality of service.

9.32 The original schedule may be modified by the authority at any time without prior intimation and for that no extra payment will be made. Any escalation of cost is not permissible at any time after the issuance of work order. Agency shall be barred from approaching the authority to claim escalation cost for reasons whatsoever.

9.33 The work may be terminated at any time with clear 15 day's notice to the contractors served by the Authority.

9.34 Original copy of all certificates shall be produced for checking and verification of all supporting documents on request of WBSWC.

9.35 Credibility of the agency engaged in WBSWC will be evaluated by the tender committee and whether to allow the agency to participate in further tenders of the authority will be decided by the committee. Decision of the authority is final and binding on the concerned agency.

9.36 **Termination of Contract/ Work Order:** The authority may terminate the contract/work order due to the following reasons at any point of the time during the contract period.

9.36.1 Poor performance of the agency.

9.36.2 If Govt. Order for minimum wages is not followed for payment to the multipurpose worker cum weighbridge operator.

9.36.3 Violation/Non-compliance of any instructions of the authority.

9.36.4 Misbehaviour with any official of WBSWC for termination of the contract/work, the authority will issue a 7 days notice to the agency/contractor to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D / Security Deposit.

9.37 The agency should possess the requisite and relevant equipments / training for the work.

9.38 **Discretion of the authority inviting tender** - The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever. On matters of dispute, the decision of the authority shall be final and binding. The details of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Managing Director,

WBSWC. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.

9.39 The points mentioned above may not be exhaustive, irrespective of what has been mentioned in the terms & conditions, all the works as necessary are to be done for providing deployment of multipurpose worker cum weighbridge operators at the different warehouses of WBSWC as detailed given in Annexure- A.

9.40 If any participant Bidder has any objection regarding technical evaluation, he/she shall intimate the matter to WBSWC within 48 hours of uploading of evaluation sheet. No further objection/complaint whatsoever will be entertained after expiry of that time period. No person, other than bidder, can raise any objection against any bidder.

9.41 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 contractors, 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 contractors 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 contractors 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.

9.42 Applicability Of Law & Exclusive Jurisdiction Of Court :

In case of any dispute between the parties claiming under the e-Tender document or any subsequent agreement , the laws of India will be the governing laws of dispute and Courts at Kolkata will have exclusive territorial jurisdiction to decide any contentious issues around the clauses under this document subject to the preceding clause 8.40 (Arbitration).

10. Disqualification Conditions

Following are grounds for disqualification :-

Bidders who have been blacklisted or otherwise debarred by SWC/CWC/FCI or by 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 the date of blacklisting/debarment, whichever is earlier.

ii. 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.

- i. Bidder(s) 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/ tampered/fabricated / manipulated documents/ information at any occasion during last 5 years will be ineligible.
- ii. If the proprietor/any of the partners of a partnership firm/any of the Director of a 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. However, on acquittal by the appellate court the bidder will be eligible.
- iii. 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.
- iv. 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 agreement with such bidder, without prejudice to its rights and contentions reserved under the Applicable Laws.
- v. The bidder who submitted any forged/fabricated document to WBSWC in connection with any earlier tender and the same has been proved by documentary evidence shall not be able to participate in the instant tender. Such bid will be summarily rejected at the evaluation stage itself.

Managing Director
W.B. State Warehousing Corporation

Annexure A

ZONE 'A' (MUNICIPAL AREA)				
SL No.	Name of Warehouse / Center	District	WBSWC / RIDF	No of Multipurpose worker cum Weighbridge operator
1	Alipurduar Warehouse	Jalpaiguri	WBSWC	1
2	Dinhata Warehouse	Coochbehar	WBSWC	1
3	Kaliaganj Warehouse	Uttar Dinajpur	WBSWC	1
4	Malda Warehouse	Malda	WBSWC	1
5	Raiganj Warehouse	Uttar Dinajpur	WBSWC	1
6	Islampur	Uttar Dinajpur	RIDF	1
7	Bankura Warehouse	Bankura	WBSWC	1
8	Ranaghat Warehouse	Nadia	WBSWC	1
9	Bankura Sadar	Bankura	RIDF	1
10	Bolpur	Birbhum	RIDF	1
11	Dubrajpur	Birbhum	RIDF	1
12	Suri	Birbhum	RIDF	1
13	Guskara	Burdwan	RIDF	1
14	Rampurhat	Birbhum	RIDF	1
15	Katwa-I	Burdwan	RIDF	1
16	Kalna-I	Burdwan	RIDF	1
17	Kandi	Murshidabad	RIDF	1
18	Egra-I	Purba Midnapur	RIDF	1
19	Panskura-I	Purba Midnapur	RIDF	1
20	Cossipore	Kolkata	GFD	2
21	Bangaon	24 pgs(N)	RIDF	1
22	Uluberia	Howrah	RIDF	1
23	Bagrakot	Darjeeling	GFD	1
24	Shalimar	Howrah	GFD	1
25	Dabgram	Jalpaiguri	GFD	1
Total :				26

Annexure-B

ZONE 'B' (PANCHAYET AREA)				
Sl. No	Name of Warehouse / Center	District	WBS WC / RIDF	No of Multipurpose worker cum Weighbridge operator
1	Mathabhanga (SC)	Coochbehar	RIDF	1
2	Sitalkhuchi (SC)	Coochbehar	RIDF	1
3	Balurghat Warehouse	Dakshin Dinajpur	WBS WC	1
4	Kumarganj(SC)	Dakshin Dinajpur	RIDF	1
5	Tapan (SC)	Dakshin Dinajpur	RIDF	1
6	Balurghat (Mainagar)	Dakshin Dinajpur	RIDF	1
7	Falakata (SC)	Alipurduar	RIDF	1
8	Old Malda	Malda	RIDF	1
9	Gazole	Malda	RIDF	1
10	Chanchal-I	Malda	RIDF	1
11	Itahar	Uttar Dinajpur	RIDF	1
12	Saithia	Birbhum	RIDF	1
13	Garbeta Warehouse	West Midnapur	WBS WC	1
14	Nanoor	Birbhum	RIDF	1
15	Patrasayer	Bankura	RIDF	1
16	Sarenga	Bankura	RIDF	1
17	Ranibandh	Bankura	RIDF	1
18	Purbasthali-I	Burdwan	RIDF	1
19	Manteswar	Burdwan	RIDF	1
20	Memari-I	Burdwan	RIDF	1
21	Bhatar	Burdwan	RIDF	1
22	Galsi-I-V	Burdwan	RIDF	1
23	Mongalkot	Burdwan	RIDF	1
24	Ketugram-II	Burdwan	RIDF	1
25	Burdwan (Nari)	Burdwan	RIDF	1
26	Manbazar	Purulia	RIDF	1
27	Joypur	Purulia	RIDF	1
28	Dhaniakhali	Hooghly	RIDF	1
29	Balagarh	Hooghly	RIDF	1
30	Singur	Hooghly	RIDF	1
31	Jangipara	Hooghly	RIDF	1
32	Khargram	Murshidabad	RIDF	1
33	Bharatpur-I	Murshidabad	RIDF	1
34	Hariharpara	Murshidabad	RIDF	1
35	Raghunathgunj-I	Murshidabad	RIDF	1
36	Lalgola	Murshidabad	RIDF	1
37	Nabagram	Murshidabad	RIDF	1
38	Krishnanagar	Nadia	RIDF	1

	(Jahangirpur)			
39	Tehatta	Nadia	RIDF	1
40	Hanskhali	Nadia	RIDF	1
41	Contai-I	Purba Midnapur	RIDF	1
42	Saktia	Purba Midnapur	RIDF	1
43	Haripur	Purba Midnapur	RIDF	1
44	Habra	24 pgs(N)	RIDF	1
45	Deganga	24 pgs(N)	RIDF	1
46	Basirhat-I & II	24 pgs(N)	RIDF	1
47	Gaighata	24 pgs(N)	RIDF	1
48	Bagdah	24 pgs(N)	RIDF	1
49	Mathurapur-I	24 pgs(S)	RIDF	1
50	Bishnupur-II	24 pgs(S)	RIDF	1
51	Diamond Harbour	24 pgs(S)	RIDF	1
52	Katulpur	Bankura	RIDF	1
53	Junglekhash	Paschim Medinipur	RIDF	1
54	Salboni	-do-	RIDF	1
55	Rajung	Jalpaiguri	RIDF	1
56	Nanoor-II	Birbhum	RIDF	1
57	Bhater-II/Nasigram	Purba Burdwan	RIDF	1
58	Jhargram	Jhargram	RIDF	1
59	Md. Bazar	Birbhum	RIDF	1
60	Narayangarh	Paschim Medinipur	RIDF	1
61	Keshpur	-do-	RIDF	1
62	Aushgram	Purba Burdwan	RIDF	1
63	NJP Warehouse	Fulbari, Jalpaiguri		1
Total :				63

[To be submitted on Agency Letter Head with Signature and seal)

To
The Managing Director
West Bengal State Warehousing Corporation
Khadya Bhavan, B-Block, 4th floor
IIA, Mirza Ghalib Street, Kolkata-700 087.

I/We am/are furnishing following information required for Notice Inviting Tender for providing Multipurpose Worker-cum-Weighbridge Operator. The information furnished below are true, complete and correct to the best of my/our knowledge and belief. I / We understand that in the event of my information being found false or incorrect at any stage, my bid shall be liable to cancel/terminate without notice or any compensation in lieu thereof.

1. Name of the Firm/Agency/Company/ Organization :
2. Agency Headquarter address :
3. Agency Kolkata Region Communication address :
4. Agency Office Contact No :
5. Agency E-mail Id :
6. PAN No. (Document is mandatory) :
7. GST No. (Document is mandatory) :
8. Trade License No. :
9. Latest Professional Tax Challan (Document is mandatory) :
10. Bank Details of the Bidder : (a) Bank A/c No.
(b) Nature of Account (SB/CB)
(c) Name of Bank & Branch
(d) IFSC :
- (e) MICR code :
14. Income Tax Return, CA certified Financial Statement Annual Turnover and GST Paid by the Agency in last 3 financial years (2019-20, 2020-21, 2021-22) :
15. Document in support of valid PF and ESI Registration :
16. Aadhar / Voter Card :
17. One Affidavit before Notary as prescribed by the authority will have to be submitted along with this tender. (Annexure-D).
18. Valid License of Labour Department for providing man power.
19. One Affidavit before Notary regarding non-conviction of any offence by any Court or debarred or punished by Statutory Authority (Annexure-E).
20. Copies of original documents defining the constitution or legal status, Name & address, registration detail of Firm / Company / Agency, place of registration, and principal place of business, name of proprietor and written power of attorney of the signatory of the Bid to commit the Bidder.
21. Completion/Credential Certificate of similar type of project/job under any Government / Semi Government / Public Sector Undertakings / Autonomous / Statutory bodies / Local bodies / Reputed Bank or Reputed Corporate Company, with requisite single tender value (in conformity with clause no.3.1.5.1).
22. P/L Account & Audited Balance Sheet of last three Financial Years 2018-19, 2019-20 & 2020-21 (authenticated by a Chartered Accountant) for ascertaining to establish average Annual Turnover in contractual business.
23. Application regarding submission of information / documents. (Annexure-)

Place :

[Signature & seal of the bidder]

(Non-judicial Stamp should be purchased in the name of the bidder and backside of the same should be uploaded)

SAMPLE FORMAT FOR AFFIDAVIT

I, Sri.....,S/o Sri....., aged.....Years, Residing at _____
_____ Proprietor/Partner/Director of....., do
hereby solemnly affirm and declare in connection with “**providing multipurpose worker cum
weighbridge operators at WBSWC managed godowns _____**” as
follows :

1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may withhold our payment till we rectify the defects or fulfil our contractual obligation. In this connection, authority’s decision will be final and binding.
3. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any Department. The undersigned also declares that we do not have any running litigation with any Department.

Signature of the Bidder

Name:

Place:

Date:

DECLARATION ON NON-CONVICTION OR DEBARRING

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. Non-judicial Stamp should be purchased in the name of the bidder who is issuing the Declaration and backside of the same should be uploaded)

To
The Managing Director
West Bengal State Warehousing Corporation
Khadya Bhavan, B-Block, 4th Floor
11A, Mirza Ghalib Street, Kolkata-700 087.

I/We on behalf of our Company / Agency hereby declare that any of our proprietor / partner / Director (as applicable) has not been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted.

I also certify that above information is true and correct in every respect and in any case, at a later date, if it is found that any fact stated above is incorrect, any contract given to the Agency be summarily terminated.

Place :

[Signature and Seal of the Bidder]

FINANCIAL BID FORM

(For information and Guidance only, rate to be quoted online only)

Item Description	Service charge per multipurpose worker cum weighbridge operator per head per month
(1)	(2)
Providing multipurpose worker cum weighbridge operator to the Warehouses managed by WBSWC as per Annexure A & B	

Note :

1) The Bidder has to declare as follows :

“We hereby declare that in quoting the above price we have taken into account the entire statutory taxes and levies as applicable till date.”

2) The quoted rate of multipurpose worker cum weighbridge operator should be positively include :-

- 1) Minimum Wages per head per month as per existing W.B. Govt. Rules;
- 2) ESI & PF as per existing rules;
- 3) Proportionate Bonus per month;
- 4) Weekly off for reliving duty per head per month. (Where applicable)
- 5) Proportionate amount of wages of 4 National holidays per month; (Where applicable)
- 6) Service charge of agency per head per month;

3) Rate should be quoted by following the clause from 3.2 to 3.2.3 of financial Bid at page no 8 of 19 and 9 of 19

4) Rate should be quoted per head per month basis for considering all the six components.

5) L-1 should submit the breakup of the rate quoted by him showing all the six components before issuance of the work order.

(To be submitted on Agency Letter Head with Signature & Seal)

To
The Managing Director
West Bengal State Warehousing Corporation
Khadya Bhavan, B-Block, 4th floor
11A Mirza Ghalib Street, Kolkata-700 087.

DECLARATION FOR NON-SUBLETTING THE CONTRACT

I/We do hereby undertake and declare that during the tenure and/or till completion of the Contractual period our Agency will follow all the rules & regulations as stipulated in the tender documents and will not sub-let the contract to any person/agency to carry on the work on behalf of our Agency. In any case, at a later date, if it is found that our Agency has sub-let the assigned work to any person or Agency, our Agency will liable to be summarily terminated from the contract agreement.

Place :

[Signature & Seal of the bidder]