

# WEST BENGAL STATE WAREHOUSING CORPORATION

(A GOVERNMENT UNDERTAKING)

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 APPOINTMENT OF  
CONTRACTOR FOR HANDLING AND TRANSPORTATION OF  
FOOD GRAINS AND ALLIED SERVICES AT  
WBSWC MANAGED GODOWNS

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

**Closing Date and Time of submission of Bid: 02/03/2024 at 16:00 Hrs**

**Opening date and time:**

Technical Bid: 04/03/2024 at 16:00 Hrs

Financial Bid: Will be intimated later

Tenders, comprising both technical and financial bids, are to be submitted concurrently, digitally signed and posted on the website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in)  
Incomplete tenders will not be accepted.

# CONTENTS

SECTION	DESCRIPTION	PAGE
<b>1</b>	<b>Notice Inviting e-Tender</b>	3
<b>2</b>	<b>Date and Time Schedule for e-Tendering</b>	4
<b>3</b>	<b>Scope of Work</b>	5
<b>4</b>	<b>Eligibility Criteria</b>	8
<b>5</b>	<b>Documents Required</b>	9
<b>6</b>	<b>Disqualification Conditions</b>	11
<b>7</b>	<b>Instructions to Bidders</b>	13
<b>8</b>	<b>Evaluation of Bids and Acceptance</b>	20
<b>9</b>	<b>Commencement of Work</b>	22
<b>10</b>	<b>General Conditions</b>	25
<b>11</b>	<b>Disputes</b>	39
<b>12</b>	<b>Annexure</b>	41
I	Quality control management	41
II	Letter for submission of tender	45
III	Bidder's general information	47
IV	Undertaking	48
V	Format for power of attorney to authorized signatory	49
VI	Format of the letter of commitment	50
VII	Principle of MOU	52
VIII	Compliance to bid requirement	53
IX	Format of work experience	54
X	Self-declaration & Undertaking	55
XI	Affidavit for financial solvency	56
XII	Undertaking that the bidder is not blacklisted/ debarred	57
XIII	Format of Agreement	58
XIV	Check list	62
XV	Price bid	64

# Section 1

## NOTICE INVITING E-TENDER

The West Bengal State Warehousing Corporation (hereinafter “WBSWC”) invites godown wise e-tenders under two bid system from professionally competent and financially sound interested parties for appointment of contractor for handling and transportation of food grains and allied services at the godowns under the management of WBSWC as listed below. A bidder may participate for a single or for multiple godowns:

Sl. No.	Name of Godown	District	Capacity of Godown (in MT.)	Annual estimated value of contract (Rs.)	E.M.D. (Rs.)	Security deposit (Rs.)
1.	Tarakeswar RKVY	Hooghly	1,000	2,00,000	4,000	20,000
2.	Goghat-I RIDF		10,000	20,00,000	40,000	2,00,000
3.	NJP RKVY	Jalpaiguri	7,500	15,00,000	30,000	1,50,000
4.	Ranaghat RKVY	Nadia	1,000	2,00,000	4,000	20,000
5.	Keshpur RIDF	Paschim Medinipur	5,000	10,00,000	20,000	1,00,000
6.	Narayangarh RIDF		10,000	20,00,000	40,000	2,00,000
7.	Ausgram-II RIDF	Purba Bardhaman	5,000	10,00,000	20,000	1,00,000
8.	Bhatar (at Orgram) RIDF		25,000	50,00,000	1,00,000	5,00,000
9.	Monteswar (at Putsuri) RIDF		5,000	10,00,000	20,000	1,00,000
10.	Bhagawanpur-II RIDF	Purba Medinipur	26,700	53,40,000	1,06,800	5,34,000
11.	Kashipur RIDF	Purulia	20,000	40,00,000	80,000	4,00,000

**N.B.: Capacity of the Godown as indicated above is tentative and there may be variation which will be binding on the selected bidder.**

<b>Period of contract</b>	Two years, extendable by three months at the sole discretion of the Corporation.
<b>Bid validity period</b>	120 days from the last date of submission of bid.
<b>Earnest Money</b>	2% of the value of the annual estimated value of contract.

## 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 (Online)</i>	08/02/2024	18.55 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
2.	<i>Documents download start date (Online)</i>	08/02/2024	18.55 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
3.	<i>Pre-Bid meeting</i>	16/02/2024	12:30 Hrs	Conference Hall of WBSWC (4 <sup>th</sup> Floor), 11/A Mirza Ghalib Street, Kolkata- 87
4.	<i>Bid proposal submission start date (Online)</i>	19/02/2024	14:00 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
5.	<i>Bid proposal Submission end date (Online)</i>	02/03/2024	16:00 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
6.	<i>Date &amp; Time of opening of Technical bids (Online)</i>	04/03/2024	16:00 Hrs	<a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>
7.	<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.*

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

## Section 3

### SCOPE OF WORK

Handling and transportation work of food grains and allied services etc. at WBSWC managed godowns which include loading, unloading, stacking, restacking, collection of spillage and restacking etc. Handling contractors will also be required to perform the jobs of Preservation and Quality Control Management of stored stocks of foodgrains as per the norms given at Annexure-I of the tender document (Except PEG godowns). The work of preservation and quality control management would be supervised and monitored by Quality Control trained Inspectorate staff or any other officer of WBSWC and/or State Govt. The selected agency would be responsible for carrying out the instruction and guidance issued from time to time by such officers. Normally transportation of stocks will not be required. However, transportation of stocks from one warehouse to another warehouse or to railway siding and vice-versa shall be required to be performed by the contractor if exigency so arises.

#### 3.1. Brief Description of Work

Unloading/Loading of foodgrains bags from/into trucks/vehicles/carts, stacking (simple/block/crisscross – as the case may be) the foodgrains bags, bagging, re-bagging wherever/whenever necessary, weighment, standardization, cleaning of foodgrains, etc., and transporting/handling of foodgrains from one godown to another godown(s) or vice-versa or transporting them from one place to any other place in and around the designated godown (Elaborate description of service given in **Section-10**).

The bidders must get themselves fully acquainted with the size and location of godowns vis a vis loading/unloading points/nature of work/infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for loading into/unloading from trucks/wagons shall be deemed to have been done after such acquaintance. Once a tender is submitted by a bidders, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/unloading points, nature of work, infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

The services required to be performed under the contract have been described in detail in Section-10. Based on the local market trend and other relevant factors, the Corporation has prescribed rates for each of the service described in each Part which is shown in the PRICE BID (Schedule of Rates) for services annexed to the form of tender. Bidders are required to perform all the services as detailed in Section-10 containing the terms and conditions in the tender form annexed as PRICE BID and to indicate if they offer to work on the basis of the rates shown in

the schedule of rates for services or offer a uniform percentage of reduction in the rates mentioned in the said Schedule of Rates.

### **3.2. Preservation and Quality Control Management**

The contractor in addition to handling and transportation of stock of food grains shall have to undertake the works related to preservation and quality control management of stored stocks of foodgrains inside warehouses as detailed at Annexure-I (Except PEG godowns) under the guidance and supervision of Quality Control trained Inspector attached to the warehouse or as may be deputed. The contractor will be entitled to claim additional charge for this purpose at the rate fixed by the Food & Supplies Department.

3.2.1. The job of preservation & quality control management includes:

1. Cleaning and drying of vacant godowns with proper pesticides, chemicals to keep it free from pests, rodents etc. before stacking of rice bags inside the godowns.
2. Maintaining uniform and standard stack (30'×20') with maximum 20 layers of bags in each stack having 150 MT rice in 3000 bags of 50 Kgs each built in with proper alleyways (2.5') and gangways (5'). Size of the stack may be altered considering the shape and capacity of the godown.
3. Daily aeration and brushing of all stacks as well as the alleyways and gangways alongwith chemical and pesticides treatment (including rodent control and fumigation etc.) of the preserved stocks of rice as per Schedule given in the Activity Chart at Annexure-I (Except PEG godowns).
4. Refilling of loose foodgrains and classification as well as categorisation of the stocks in every fortnight to verify the intensity of infestation of stocks under the supervision of QC trained Inspectors, F&S Deptt./ officials assigned for doing so.
5. Maintenance of stack card with noting on classification and chemical treatment etc. and the registers as per schedule given in the Activity Chart (Annexure-I).
6. Maintenance of FIFO (First In First Out) strictly.

3.2.2. The base price of different procedures for quality control measures to be taken in a standard godown will be at the rate fixed by the Food & Supplies Department.

3.2.3. The Handling & Transportation Contractor shall ensure availability of quality control equipment such as sprayer, fumigation covers etc., which shall be used for the QC works under the supervision & guidance of the QC

trained Inspectorate staff posted in warehouse.

3.2.4. The Handling & Transportation Contractor if fails to perform the quality control works as per job description despite having specific direction from the Quality Control trained Inspectorate staff posted at warehouses will attract imposition of penal action as detailed below:

1. If any H&T Contractor neglects to perform his/her allotted jobs in connection with preservation and QC Treatment of stored stocks of rice as per job specification despite having specific instruction from the QC trained Inspectorate staff posted at the respective warehouses, he/she will be directed to perform such jobs within next 7 (Seven) days from the date of receipt of such directions.
2. If he/she neglects to perform the assigned jobs despite receipt of such notice within seven days, his/her appointing authority shall have the right to forfeit a portion/or whole amount of the security deposit. The decision of the appointing authority i.e. the Managing Director, WBSWC shall be final and shall be binding on the H&T Contractor.
3. If he/she neglects to perform the assigned jobs in more than two occasions, the appointing authority shall have the right to cancel his/her engagement order and forfeiture of security deposit and may also blacklist him/her for next five (5) years. The decision of the appointing authority i.e. the Managing Director, WBSWC shall be final and shall be binding on the H&T Contractor.

## Section 4

### ELIGIBILITY CRITERIA

- 4.1. 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.
- 4.2. Bidder should have at least three years proven experience of rake handling and/or transportation or handling at any godown duly obtained from Manufacturer/Govt. Deptt./ Govt. PSU/ Private Limited Company dealing in the field of Food grains, Sugar, Coarse grains or Pulses during last five financial years.

Bidder should have executed the work of value in the immediate preceding five years of;

- 1) At least 20% of the annual estimated value of the contract in any one year and at least 10% of the annual estimated value of the contract in any two years out of the three years in a single contract.

OR

(b) At least 30% of the annual estimated value of the contract in any one year and at least 10% of the annual estimated value of the contract in any two years out of the three years in more than one contract.

- 4.3. Experience certificate in the proforma prescribed at Annexure-IX shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying the nature, period of contract, and value of work handled. The experience certificate should be on the official letter head of the issuing authority. The DCF&S or the ADCF&S in case of the district may issue the certificate for the godowns under their jurisdiction. The Secretary, WBSWC or any officer of WBSWC authorised by him may issue the certificate on behalf of him. In case of godowns of CWC or FCI, the appropriate authority to issue the certificate shall be decided by them. In case, the certificate is issued by any private company/organization that should be accompanied with the bank account statement of bidder for receipt of payment of bills for handling operation along with TDS certificate duly downloaded from Traces of Income Tax Department. The TDS should have been deducted within the same financial year. The Balance Sheet and P&L Account should be certified by a Chartered Accountant along with UDIN No./ ICAI Registration No.
- 4.4. 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.
- 4.5. The bidder must have sufficient financial solvency to make payment to the labourers engaged at the godown at least for three months.
- 4.6. The principal place of business of the bidder shall be in West Bengal.

**Note:** The year for the purpose of experience will be taken as financial year i.e. 1<sup>st</sup> April to 31<sup>st</sup> 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. as applicable.
2. Certificate of Registration in case of Partnership firm.
3. Certificate of Incorporation under Companies Act.
4. Authorization letter wherever applicable.
5. Bank Statement for the last six months from banker(s).
6. Balance Sheet and P&L Account duly audited by Chartered Accountant for the Financial Year 2020-21, 2021-22 & 2022-23.
7. Income Tax Returns for the Assessment Year 2021-22, 2022-23 & 2023-24.
8. Copy of PAN Card.
9. Copy of EPIC and Aadhaar Card.
10. Copy of Trade Licence.
11. Copy of P. Tax certificate.
12. Certificate of registration under West Bengal Shops & Establishment Act, 1963, if applicable.
13. Duly filled and scanned copy of Annexure-II & III.
14. Duly filled and scanned copy of Annexure- IV, V and VI; wherever applicable.
15. Memorandum of understanding to be executed between the member entities of a bidding consortium, wherever applicable (Annexure-VII).
16. Duly filled and scanned copy of Annexure-VIII.
17. Work Experience Certificate (Annexure-IX).
18. Undertaking regarding uploading correct and true information and non-possession of any Govt. licence issued by the F&S Department and Rice Mills/ Flour Mills (Annexure-X).
19. Affidavit for financial solvency (Annexure-XI).
20. Undertaking that the bidder is not blacklisted/debarred (Annexure-XII).
21. Duly filled and scan copy of check list (Annexure-XIV).

### **ALL the above documents must be Self Attested.**

#### Notes

1. *Conditional, ambiguous and incomplete bids will be summarily rejected.*
2. *Any type of canvassing by the bidder in furtherance of a bid is strictly prohibited.*
3. *Exemption from deposition of Earnest Money/Security deposit shall not be allowed under any circumstances.*
4. *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.*
5. *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 handling of hundred bags of rice for which the bidder is bidding.

The Schedule of Rate (SOR) is Rs.168/- for carrying hundred bags of foodgrains from stacks by headloads or change of headloads or wherever necessary using hand trolleys carts etc, and putting them in a countable position after stacking the bags wherever necessary on the platform/ ground or loading into any transport vehicles.

While quoting rate in Price Bid (BOQ), the following important notes must be carefully followed:

1. In case a bidder wishes to make a bid at par with SOR, he shall enter his bid as 0 (zero) in column 6 of BOQ (Rate Quoted).
2. In case a bidder wishes to make a bid below SOR, say 10% below SOR, he shall enter minus 10 (-10) in column 6 of BOQ (Rate Quoted).
3. In case a bidder wishes to make a bid above SOR, say 10% above SOR, he shall enter plus 10 (+10) in column 6 of BOQ (Rate Quoted).

In case, the rates are quoted in a manner other than mentioned above, the bidders are liable to be ignored. The bidders should not incorporate any condition in the tenders as conditional tenders are likely to be ignored. After opening of the financial bids, if it is found that the bidder(s) quote the rate below SOR, WBSWC will seek justification from the bidder(s). The candidature of the bidder shall be cancelled, if they fail to justify the quoted rate below SOR. The rate quoted by the bidder against the SOR shall be applicable for all the rates of services as mentioned at Price Bid (Annexure-XV) of the tender document at a uniform percentage.

As the transportation of stocks from one godown to another godown, from godown to railway siding and vice-versa is not normally arisen except on special circumstances, no rate in this field shall be required. The rate of such transportation of stocks, if exigency so arises, will be as per the price bid as detailed in the Annexure- XV and that will be binding on the selected bidder.

Similarly, no rate regarding preservation & quality control treatment of stored stocks of foodgrains need to be quoted as the rate on this services is fixed as per the rate fixed by the Food & Supplies Department from time to time.

**5.2.1. Price Conditions**

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

## Section 6

### DISQUALIFICATION CONDITIONS

#### 6.1. GROUNDS FOR DISQUALIFICATION

1. 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(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/tempered/fabricated/manipulated documents/information at any occasion during last 5 years will be ineligible.
4. 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.
5. (a) Bidders or any of his/her family member(s) who are in possession of a Govt. License issued by the Food & Supplies Department, Govt. of West Bengal or in possession of any Rice Mill or a Flour Mill will be ineligible.  
  
(b) The private investor that is owner of the PEG godowns will not be eligible to apply.
6. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the bidder disqualified.

- 6.2.** At any stage during the bidding process, or even after the issuance of the work order, if it is found that the bidder has wilfully made any misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements and/or has suppressed material information (which may render the bidder ineligible to participate) WBSWC reserves the right to cancel the work order, forfeit Earnest Money Deposit, Security Deposit and terminate any agreement 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 in any other contract with this Corporation, WBSWC reserves the right to terminate all agreements with such successful bidder with respect to handling of foodgrains, 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 5 (Five) 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 N.I.T. and Tender Document(s) electronically from the Government e-Procurement System/ Portal. This is the only mode of collection of Tender Documents. There is no fee for the Tender Document with respect to this tender.

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

Tenders are to be submitted online on 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.

**Bidder may submit tender for a single or for multiple godowns.** Bidder will have to submit “EMD” of an amount as indicated against the godown in the list given in Section-I as per the direction given above. **In case of submission of tender for more than one godown by a bidder, separate EMDs are to be submitted for each tender.**

**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 or submit Security Deposit in prescribed time as required.
  - 7.1.7.4.1. Failure to execute the work or part thereof.
  - 7.1.7.4.2. Providing false or fabricated information/documents.

**7.2. Amendment of Bidding Document:**

At any time, prior to the deadline for submission of bids, WBSWC may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by way of corrigendum(s) and/or amendments. Any such amendment shall form an integral part of this Tender Document.

WBSWC reserves the right to extend the deadline for submission of bids in case any material amendment has been made to the Tender Document. Such amendments, modifications, clarifications etc. issued by WBSWC shall be binding on the bidders, and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid. Bidders should take into account any corrigendum/addendum published with respect to this Tender from time to time and such modifications and/or

amendments and/or clarifications will be binding on the Bidder notwithstanding whether the bidder has uploaded the bid documents or not.

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

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

### **7.3. Bidding Instructions:**

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

The bidder shall enter his bid in the “*Bill of Quantities*” given on the Portal, and nowhere else.

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

#### 7.3.3. All bid prices quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs. **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 case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided



family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.

- 7.4.2. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or Co-operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation under the Law.
- 7.4.3. The power of attorney should be signed by all the partners, in the case of partnership concern; by the proprietor, in case of the proprietary concern and by the person who by his/her signature can bind the company in the cases of a limited company. In the case of Hindu Undivided Family the power of attorney should be signed by the Karta who by his signature can bind the firm. Scanned copy of the power of attorney should be attached Annexure-V.
- 7.4.4. The Contractor shall engage competent adequate staff and labourers to the satisfaction of the Managing Director or an officer acting on his behalf for ensuring efficient handling of foodgrains etc. and furnishing correct and up to date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his/her/their servants or agents or representatives. The Managing Director shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his/her/their servants or agents or representatives shall be final and binding on the contractor.

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

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

#### **7.6. Note and Other Details:**

- 7.6.1. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found

fabricated/forged/tampered/altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he/she/they himself/herself/ themselves would disqualify for future participation in the tenders of West Bengal State Warehousing Corporation works for the next 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. Bidder shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by West Bengal State Warehousing Corporation will be out rightly rejected. Bidder will have to submit EMD as indicated at Clause 7.1.5.
- 7.6.5. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid and 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. The persons signing the tender form or any document 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 persons or the firm as the case may be, in all matters pertaining to the contractor. 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(s) shall also be required to perform the similar jobs of Handling and Transportation and allied services including Preservation and Quality Control Treatment of foodgrains (Except PEG godowns) at any other WBSWC managed warehouses or any Govt. owned godowns located within the district(s) or adjacent district and 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 bidder(s).**
- 7.6.12. For 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 technical evaluation, the Committee may give an opportunity to the bidders whose technical bids are found defective due to minor clerical mistakes/rectifiable deficiencies to explain their position. 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 Committee will be opened electronically on the web portal on the prescribed date.
- 8.1.6. If any participant bidder has any objection regarding technical evaluation, he/she shall intimate the matter in writing to WBSWC within 48 hours of uploading of technical evaluation sheet. No further objection/complaint whatsoever will be entertained after expiry of that time period.
- 8.1.7. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- 8.1.8. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1).
- 8.1.9. The 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 among 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 any of the three years during the last five financial years as per the experience certificate (Annexure-IX) 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 (Annexure-IX) issued by any private company/ organization 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.

**D.** If work experience certificate bears both the value of handling of bags as well as transportation of food grains executed in the Govt. Deptt. or Govt. PSUs, then only the value of work for handling of bags shall be considered for evaluation. If any bidder possesses the work experience certificate only in transportation of food grains executed in the Govt. Deptt. or Govt. PSUs, then the volume of work (not the value) shall be compared among bidders who are tied for comparison. The one having the highest will be selected.

8.1.10. 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.

8.1.11. 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.

8.1.12. Acceptance of tendered rates will be communicated by E-mail/ Express Letter or Formal letter of acceptance of tender.

8.1.13. 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.

8.1.14. On acceptance of the tender, the name of authorized representative(s) of the bidder who would be responsible for taking instructions from WBSWC shall be communicated to WBSWC within three working days.

8.1.15. The contract would be awarded subject to the approval of the Managing Director, WBSWC.

8.1.16. The rate quoted by the successful bidder shall remain valid for 120 (One Hundred and Twenty) days from the last date of submission of bid.

8.1.17. 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 above. The agreement shall be executed within one week of the acceptance of the tender as per Annexure-XIII, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

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

**9.2. Security Deposit:**

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

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

9.2.3. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a "No Demand Certificate" by the Superintendent/ Godown In-Charge, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.

- 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 given by the contractor 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 contractors.
- 9.2.6. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. If that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.
- 9.2.7. Whenever the security deposited falls short of the specified amount, the contractor 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 contractor within one month after termination or discharge of the contract and on issuance of "No Dues Certificate" by the concerned Superintendent/Godown In-Charge.
- 9.3.2. In the event of any dispute arising between WBSWC and Handling Contractor in respect of any money due to WBSWC in reference to this contract or other contracts entered into by the Handling Contractor singly or jointly with others and WBSWC, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as WBSWC may in its sole discretion deem fit until the dispute is settled and determined. The Handling Contractor shall have no claim for compensation or otherwise for any such detention made by WBSWC. No interests will however, be payable on security deposit amount so refunded.

### **9.4. Period of Contract:**

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

- 9.4.1. To extend the period of contract by three months further beyond the original contract period of two years on the same rates, terms and conditions;
- 9.4.2. To terminate the contract at any time during its currency without assigning

any reason therefore by giving 30 (Thirty) days' notice in writing to the contractor through e-mail as mentioned at Annexure-III or at their last known place of residence/business and the contractor shall not be entitled to any compensation by reason of such termination.

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

#### **9.5. Volume of Work:**

- 9.5.1. No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in clause 6 of Section-10 of the tender. The particulars given are intended merely, to give the bidders, an idea of the approximate quantum of work, to facilitate and to make their own assessment for giving quotation in accordance with the conditions of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be performed/required to be performed.
- 9.5.2. The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/ instructions to the bidders and as given in the annexure to the form of this tender.



# Section 10

## GENERAL CONDITIONS

### 10.1. Definition:

- 10.1.1. The term 'CONTRACT' means and include the notice inviting 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, the agreement and also the work order issued.
- 10.1.2. The term 'CONTRACTOR' means 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.
- 10.1.3. The term 'CONTRACT RATES' means the rates of payment offered by the bidder and accepted by the Managing Director, West Bengal Warehousing Corporation for and on behalf of the Corporation.
- 10.1.4. The term 'CORPORATION' and 'WEST BENGAL STATE WAREHOUSING CORPORATION or WBSWC', wherever mentioned means the West Bengal State Warehousing Corporation established under Warehousing Corporation Act -1962 will include its Managing Director and its successor or successors and assigns.
- 10.1.5. The term "FOODGRAIN" means and include Paddy, Rice, Wheat and Pulses stored/ handled/ transported on behalf of WBSWC's depositors.
- 10.1.6. The term 'GODODWN'/ 'WAREHOUSE' means and include depots, godowns, warehouse already belonging to or under occupation of the WBSWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the premises.
- 10.1.7. The term 'MANAGING DIRECTOR' means the Managing Director of the Corporation under whose administrative jurisdiction the Warehouses/ Godowns falls. The term 'MANAGING DIRECTOR' shall also include the godown In-Charge and every other officer authorized by him from time to time to execute contract on behalf of WBSWC;
- 10.1.8. The term 'SERVICE' means the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director, or an officer acting on his behalf;
- 10.1.9. The term 'TRUCK' wherever mentioned means mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

10.1.10. The term 'FAMILY' means the term as defined at Clause 2(m) of West Bengal Public Distribution System (Maintenance & Control) Order-2013, as amended.

**10.2. Rate of revision clause:**

The contracted rates shall remain operative throughout the contract period including the period of extension of contract.

**10.3. Change of business pattern:**

In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from WBSWC on this account.

**10.4. Termination of the contract:**

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

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

The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director, or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales and trucks/carts, the Managing Director shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, etc. at the risk and cost of the contractors, 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 contractor shall not, however, be entitled to any gain resulting from entrustment of the work to

another party. The decision of the Managing Director shall be final and binding on the contractor.

**10.5. Debarring of business dealing:**

- (a) In the event of premature termination of contract on the ground of breaches as mentioned above, SWC shall also be entitled to debar the contractor for participation in future tenders of SWC, for a period of 5 (Five) years.
- (b) Further, in case if it comes to the notice of WBSWC that the bidder/contractor 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 contractor for a period of 5 (Five) years, as deemed fit. In all such cases, the provisions of clause 4 of Section- 10 (Summary Termination) will become applicable.

**10.6. Duties and responsibilities of the Handling Contractors:**

The contractor shall carry out all items of services assigned or entrusted by the godown In-Charge/ QC trained Inspectorate staff or an officer acting on their behalf and shall abide by all instructions issued to them from time to time by the said officers. They shall render the services to the satisfaction of the godown In-Charge/ QC trained Inspectorate staff or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:

- 10.6.1. The contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- 10.6.2. The contractor shall engage competent and adequate staff and labour to the satisfaction of the godown In-Charge or an officer acting on his behalf, for ensuring efficient Handling and Transport of foodgrains etc. and furnishing correct and upto date position/information/ progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The godown In-charge shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the

contractor, their servants or agents or representatives shall be final and binding on the contractor.

1) The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts etc., including but not limited to the following:

1. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
2. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable).
3. The Minimum Wages Act 1948.
4. The Payment of Bonus Act 1965.
5. The Payment of Gratuity Act 1972.
6. The Payment of Wages Act 1936.
7. The Motor Vehicle Act.

10.6.4. The contractor shall intimate the godown In-Charge and officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the godown In-Charge or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.

10.6.5. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc. during the loading/unloading of trucks/carts/wagons/any other transport vehicle at the godowns or any other loading/unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the godown In-Charge regarding such loss shall be final and binding on the contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

10.6.6. The contractor shall provide sufficient number of tarpaulins for each truck/ cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the food grains etc. are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the godown In-Charge in this matter shall be final and binding on the contractor.

- 10.6.7. The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking, no filled bags (with grains etc;) shall be used in the operation. The contractor shall supply small regulation size hooks approved by the godown In-Charge to their workers for handling foodgrains bags.
- 10.6.8. The contractor shall ensure that their workers do not use large hooks for handling food grains bags at any stage. The use of hooks other than those approved by the godown In-Charge, or an officer acting on his behalf, shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final.
- 10.6.9. The contractor shall provide adequate number of stitchers and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.
- The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an offices acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the Managing Director shall at this entire discretion without terminating the contract be at liberty to engage other labour, scale, trucks/carts etc. at the risk & cost of the contractor, 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 contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director shall be final & binding on the contractor.
- 10.6.10. The contractor shall collect all sweepings and spillages of foodgrains from wagons floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.
- 10.6.11. The contractor shall be responsible for loading/unloading the trucks/carts/any other transport vehicles expeditiously. The contractor shall be liable to make good any compensation demurrage/wharfage as per rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading/unloading of truck unless the delay is for reasons beyond the contractor's control. The decision of the Managing Director

in this respect shall be final and binding on the contractor.

- 10.6.12. The contractor shall be responsible for obtaining consignee's receipts of all bags entrusted to them for carrying and for handing over the receipt next day to the godown In-Charge or an officer acting on his behalf.
- 10.6.13. The contractor shall strictly abide by all rules and regulations of Police, Municipal authorities and other local bodies.
- 10.6.14. The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the godown In-Charge or an officer acting on his behalf. The contractor shall also be responsible for any loss, which the Corporation may suffer on account of the bags not being properly stacked. In case the falling of stacks happen to be within three months from the date of original stacking of bags and for such restacking of bags, no remuneration shall be allowed to the contractor. The decision of Managing Director regarding such loss shall be final and binding on the contractors.
- 10.6.15. The contractor shall at the time of standardization, cleaning etc. ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractor shall be liable for any loss to the Corporation on this account and the decision of the Managing Director in the matter shall be final and binding on the Contractor.
- 10.6.16. The contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the godown In-Charge or an officer acting on his behalf to the place(s) of operations for bagging, re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
- 10.6.17. In carrying out the various operations involving carriage of bags inside or, outside godowns, it is desirable that the use of wheeled conveyance like hand trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled conveyance will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc. for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
- 10.6.18. The contractor shall be responsible for keeping a complete and accurate account of all supplies of food grains etc. and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Managing Director or an officer acting on his behalf.

- 10.6.19. The contractor shall be responsible for the safety of the goods while in transit in their trucks/carts/any other transport vehicles and for delivery of quantity dispatched from the Godowns etc. to the destination or to the recipients to whom the grain etc; is required to be transported by the contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc. through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrains bags are not damaged while in transit in their trucks/carts/any other transport vehicles. They shall deliver the number of bags and the weight of food grains etc. received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the central issue rate for PDS as fixed by Govt. of India as applicable from time to time for all foodgrains except when the Managing Director (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractor's control.
- 10.6.20. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the godown In-Charge or an officer acting on his behalf.
- 10.6.21. The contractor shall, with their labour and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, putting them on scales, carrying out weighment, removing bags from scales, doing kaccha stacking inside or outside the godown, as and where necessary, carrying the weighed bags and stacking them upto 10, 16 or 20 heights, as may be directed by godown In-Charge or an officer on his behalf. Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags in another godown.
- 10.6.22. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and un-workmanlike performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc. 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 contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.

10.6.23. The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weighment accurately. The godown In-Charge or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.

Where the scales of the Corporation are used by the Contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when they are under their custody for the purpose of carrying out weighment operations, they shall make good the loss etc. sustained by the Corporation on his account and the decision of the Warehouse Manager or an officer authorized by him, as regards the extent and liability of the Contractor in such matters shall be final and binding on the Contractor.

10.6.24. The Contractor shall be responsible for Preservation and Quality Control Management of stocks of rice in warehouse as per job description as detailed in Annexure-I (Except PEG godowns) as per guidance and direction of the Quality Control Trained Inspectorate staff. The contractor shall have to make available of required pesticides and quality control equipment in time as per directions of godown In-Charge/ Quality Control Inspector/ Sub-Inspector in order to undertake quality control treatment as and when that will be required to do so.

**The contractor shall be entitled to claim additional charges for such operation at the rate as fixed by the Food & Supplies Department from time to time.**

10.6.25. The contractor shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of West Bengal State Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The godown In-Charge or an officer acting on his behalf shall have the right to disallow loading of any truck if the contractor does not display prominently the sign boards of the aforesaid type.

10.6.26. The contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/unfair means.

10.6.27. Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc. shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.

10.6.28. Kacha or interim stacking whether inside or outside the godowns



wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such kacha stacking will be paid on any account.

- 10.6.29. Similarly carriage of bags whether by change of head loads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.
- 10.6.30. For services of standardization, re-bagging, filling, loose grains and such other allied services, bags supplied by the Corporation will ordinarily be new "SBT" bags and 665 grams approximately in weight., but the godown In-Charge reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging/re-bagging/cleaning/standardization, etc. shall be 3 ply double up.
- 10.6.31. For purposes of transport of foodgrains in this contract use of animal driven cart in place of trucks will not be allowed unless the godown In-Charge, in his sole discretion, specifically permits such use in writing. Such use of animal driven carts if permitted by the godown In-Charge shall be at 25 per cent less than the contract rates for trucks.
- 10.6.32. All taxes/levies/fees/charges payable to any Govt./Local Body on the service charges payable by the H&T contractor to the equipment operators, manpower supply agency for the personnel engaged etc. shall be paid by the contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.
- 10.6.33. Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to WBSWC together with Service Tax due thereon, at the rate as in force from time to time.

**10.7. Safety:**

- 10.7.1. It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 10.7.2. The contractor shall indemnify West Bengal State Warehousing Corporation, against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

**10.8. Liability:**

- 10.8.1. All persons employed by the contractors shall be engaged by them as their own employees/workers in all respects and the responsibility

under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up-to-date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

- 10.8.2. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act 1952, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The contractor shall enclose the copy of Challan form in support of payment of bipartite PF contribution with the successive wage bill to the principal employer failing which the H&T bills will not be cleared. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the WBSWC shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the contractor.

The contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act 1952 and the scheme framed there-under to the Managing Director, WBSWC. The contractor shall also make available such records and returns as may be prescribed and/or demanded for inspection to the officers of the Regional Provident Commissioner and to the Managing Director, WBSWC or an officer authorized by him or acting on his behalf.

- 10.8.3. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and unauthorised deductions, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

**10.9.** The contractor shall responsible to comply the Carriage by Road Act 2007 in the matter of transportation of goods to/from godowns/warehouse or at any designated place.

**10.10. Welfare and Health of Contract Labour:**

Under Section 16 of the Contract Labour (Regulation & Abolition) Act, 1970 the contractor shall provide within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are employed, some basic facilities shall be arranged by the contractor such as Canteen, Rest room, Latrine and Urinal, Washing facility, First Aid facilities etc.

**10.11. Supply of casual labours:**

The Contractor shall supply casual labour as may be indented by the godown In-Charge WBSWC or any officer acting on his behalf. The supply of casual labour shall be arranged at a notice of 8 hours as and when warranted. The labour will have to be paid as per the provision of Minimum Wages Act 1948.

NOTES: The scope of work described in section-3 shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. The doubts, if any, about the interpretation of any of the clauses in this section shall be referred to the Tender Inviting Authority of WBSWC, whose decision in the matter shall be final and acceptable to the bidder/contractor.

**10.12. Payments, taxes and duties:**

10.12.1. Payment will be made by the Managing Director on submission of complete set of bills, in duplicate duly supported by consignee receipts/or work certificate issued by the godown In-Charge or an officer acting on his behalf, as the case may be subject to realization of the money from the Directorate of Finance, Food & Supplies Department, Govt. of West Bengal.

The contractor shall have to furnish separate bills in duplicate pertaining to expenses incurred in the matter of preservation and quality control management of stocks of food grains (Except PEG godowns) to the office of the Managing Director, WBSWC through the concerned godown In-charge. The bills for handling and transportation works shall be submitted to the concerned godown In-charge. The concerned godown In-charge shall forward the bills to the office of the Managing Director, WBSWC after necessary verification and countersignature.

10.12.2. The contractors should submit their final bills not later than three months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills, the

contractors are advised to submit their bills after every three months.

- 10.12.3. The payment shall normally be made by the Corporation within 30 days of getting required fund from the Director of Finance, Food & Supplies Department. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- 10.12.4. The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.
- [i] Bank account no.
  - [ii] Nature of Account (SB or Current),
  - [iii] Name of bank and branch
  - [iv] MICR Code No.
  - [v] IFSC Code
- 10.12.5. Goods and Service Tax (GST or any other Tax in lieu thereof) levied by the Central Govt. from time to time on the services rendered by the H&T contractor to WBSWC shall be paid by WBSWC to the H&T contractor over and above the Schedule of Rates, subject to the Contractor submitting his/her bills.
- 10.12.6. Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills/ Invoices of the Contractor. In case, however, the contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said contract, failing which Income Tax at full rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the contractor from the Prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

**10.13. Time limit for submission of bills:**

- 10.13.1. The contractor shall **submit claim bills for the services rendered under this contract to WBSWC positively within 1 (One) month after expiry of every 3 (Three) months.** If the contractors do not prefer claim within the said period, the contractors shall be deemed to have waived their right in this respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable. Further, **if the contractors fail to submit claim bill within 2 (Two) months after expiry of 6 (Six) consecutive months, their engagement as well as contract is liable to be terminated.**
- 10.13.2. No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within 4 (Four) months from the date on which payment of the original

claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by WBSWC. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 10.13.3. However, in case of any specific issue over which the contractor had not billed for any particular activity, the same can be allowed for payment, subject to the prior approval of the Managing Director, notwithstanding what has been laid down in the Clause on Payment. The decision of the Managing Director shall be final and binding on the contractor.

**10.14. Deduction towards income tax or other statutory levies at source:**

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

**10.15. Exit Clause:**

WBSWC will have the liberty to terminate the contract by giving an advance notice of 90 (Ninety) days in case there are business reasons for it to do so as determined by its management.

**10.16. Force majeure:**

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

**10.17. Subletting not allowed:**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the contractor contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the contractor's account and at their risk and the contractor shall be liable for any loss or damage, which the

Corporation may sustain in consequence or arising out of such replacing of the contract.

**10.18. Death of the contractor:**

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor'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.

**10.19. 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 contractor shall furnish to Managing Director, West Bengal State Warehousing Corporation, Kolkata, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the contractor if delivered to him or his authorized representative or left at or posted at the address so given.

**10.20. Interpretation of the clause:**

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

**10.21. Set off:**

Any sum of money due and payable to the contractor (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 contractor with the Corporation.

# Section 11

## DISPUTES

### 11.1. Arbitration:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, WBSWC. There will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the WBSWC at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, WBSWC as aforesaid should act as Arbitrator. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim(s) of the 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.

**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 11.1 (Arbitration).



# Section 12

ANNEXURE-I

## QUALITY CONTROL MANAGEMENT

### ACTIVITY CHART

Before incoming of stocks:

- a) Godown should be cleaned and sprayed with Malathion 50% EC solution in the ratio of (1:100) at the rate of 3 ltrs. Solution per 100 square meter surface area of the godown.
- b) Uniform standard stack pattern (30 ft × 20 ft) should be followed. No stack should be Constructed more than 20 layers high and should not contain more than 150 MT rice.
- c) Stacks should be built up in a scientific manner so that alleyways and gangways are maintained. Alley ways maintained in between stack to stack and stack to wall is 2.5 ft. Gang ways i.e. 5 ft. Wide space is to be left for free access of labour.

During storing period:

- 2) During storing period, the godown should be opened daily for proper aeration of the stocks except in rainy & high moist days to dissipate heat given out by respiratory action of the grains and to change the ecology in order to disturb the insect growth & development. The stocks should be brushed properly at least once in each week. The stocks should be classified once in each fortnight to verify the intensity of infestation by pests and chemical treatment should be arranged accordingly.

**Classification** is explained in terms of 'Clear', 'Few' and 'Heavy' depending upon the number of live insects noticed in 500 gms. Of representative sample drawn from the peripheral layer of a stack. Sampling has to be done covering all sides of a stack in a cross manner.

TABLE -1

Classification	No. of Insect present
Clear	Indicates the presence of no live insects (major or minor) per 500 gm of representative sample drawn.
Few	Presence of live insects (major or minor) up to two in number per 500 gm of representative sample drawn.
Heavy	The live insects major or minor are more than two per 500 gm of representative sample drawn.

- b) The stocks should be sprayed with Malathion 50% EC solution (Dilution 1:100 ratio) once in each fortnight. Three litres of such solution should be sprayed over 100 square meter surface area.

- c) If the intensity of infestation is heavy, the stock must be sprayed with Deltamethrin 2.5% WP solution (120 gms to be dissolved in 3 litre water and be sprayed over 100 square meter surface area ) once in three months.
- d) If the stocks are heavily infested with pests including khapra, the same must be fumigated with Aluminium phosphide tablets (9 gms per MT) by covering the stacks with polythene covers once in three months. After polythene cover the stacks are made air tight by the mud plastering/ Sand Snake (double row) to retain maximum of the gas molecules liberate. The fumigated covers should be removed after 5 to 7 days.
- e) After chemical treatment as aforesaid, the bags of rice should be brushed properly. In case of treatment with Deltamethrin 2.5 % WP the stock should be brushed only before delivery.
- f) Alleways, gangways should be cleaned properly and loose grains should be refilled in gunny bags. Empty gunny register must be kept in the godown to write down the number of empty gunny used in refilling of loose grains.
- g) Stack cards in each stack should be properly maintained and displayed in each stack indicating therein the date of arrival of stocks nature of date wise treatment done.
- h) Stack wise categorization must be made once in a fortnight and categorization register should be maintained.

**Categorization:** It is a method to assess the quality in order to plan for early liquidation of food grains during storage. Rice is categorized as A, B, C & D based on the percentage of damaged and discoloured grains present. The percentages of damaged & discoloured grains limits in rice are decided by analysis (Weight). It is stated that the representative samples (500 gm) to be obtained from each stack of rice and from such samples, representative samples of 20 (twenty) grams as per BIS method of analysis: IS:4333(Part I) – 1967, to be scooped out for analysis of damaged & discoloured grain of rice. The samples will be categorized as A, B, C and D in terms of percentage of damaged and discoloured grains present in the 20(twenty) grams of representative samples as per following table:

TABLE-2

Commodity (Rice)	Category	Percentage of damaged grain	Percentage of discoloured grain	Remarks
Parboiled/ Raw	A	Up to 3 %	Up to 3%	Issuable stock for delivery
Parboiled/ Raw	B	Above 3% up to 4%	Above 3% up to 5%	Issuable stock for delivery
Parboiled/ Raw	C	Above 4% up to 5%	Above 5% up to 7%	Issuable stock for delivery
Parboiled/ Raw	D	Stock shows appreciable quantity of loose bran (more than 5%) or giving unpleasant smell.		Non-issuable for delivery

- j) In case of presence of rodents, rodent control measures to be undertaken.

**Job description towards disinfestations treatment of stored stocks****A. Prophylactic treatment: The stored stocks of rice should be treated as follows:-**

Name of pesticides	Dosage	Remarks
1. Malathion 50% EC	Solution to be prepared in the ratio (1:100) and prepared solution be sprayed on bags surface, walls, alleyways of godown @ 3ltr./100 sq.mtr. to control insects and avoid infestation.	To be treated once in every fortnight. Bags of food grains should be brushed and cleaned and alleyways also should be cleaned after exposure of treatment.
2. Deltamethrin 2.5% WP	40 grams of Deltamethrin 2.5 % WP has to be dissolved in 1 ltr. Of water and 3 ltrs. Of solution to be sprayed on bags surface, walls, alleyways over 100 sq.mtr. surface area.	Once in 90 days. Bags of food grains should be brushed and cleaned and alleyways also should be cleaned after exposure of treatment.

**B. Curative control measures (Fumigation):**

If huge infestation is observed and not eliminated by Prophylactic Control measures, Curative Control measures i.e. fumigation of the stocks must be undertaken to eliminate living pests so that at the time of delivery of stocks of rice/wheat etc. there remain no living pests.

Name of pesticides	Dosage	Remarks
Aluminium Phosphide	3 tablets i.e. 9 grams of Aluminium Phosphide to be used per MT. Of stored stocks after proper covering of stocks of food grains with airtight polythene covers. The exposure period is 5 to 7 days.	After exposure time cover should be removed and food grain bags should be brushed and cleaned.

After Fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation and stocks should be fumigated again and after exposure period, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest and stocks should be sprayed with Deltamethrin or with Malathion (in case of crawling infestation) to eliminate the chances of any living pests.

**C. Rodent control:**

Normally, foodgrain storage warehouses/ godowns have been designed and constructed in such a fashion that there are minimum chance of rodent infestation. However, if presence of rodents is noticed, rodent control measures must be undertaken by using rodenticides. Zinc Phosphide, Berium Carbonade, Red

squill and ANTU are some of the compounds which have been/are being used as rat poisons.

**D. Classification of stocks of food grains:**

Prior to disinfestations measures, stocks of food grains stored in the godown must be classified as follows:-

Classification	No. of living Pests
Clear	Stock completely free from any living pests.
Few	Stock having two living pests per 500 grams of food grains of representative sample.
Heavy	Stock having more than 2 living pests in 500 grams of representative sample.

After classification, following disinfestations treatment of to be undertaken :

- (a) In case of stocks classified as 'clear', spraying with Malathion 50 % EC or Deltamethrin 2.5% WP is recommended.
- (b) In case of 'few' classified stocks, spraying with either Deltamethrin 2.5% WP or cover fumigation with Aluminium Phosphide is recommended.
- (c) In case of 'heavy' classified stocks, spraying with either Deltamethrin 2.5% WP or cover fumigation with Aluminium Phosphide is recommended.
- (d) After disinfestations treatment the stocks of food grains must be re-classified in order to assess whether disinfestations treatment has been properly undertaken or not and stocks of food grains are free from any living pests.
- (e) Classification of stocks of food grains must be done once in each fortnight prior to treatment and after treatment and proper noting should be recorded in a 'Register'.

ANNEXURE-II

## 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 Ghalib Street,  
Kolkata-700087.

Sub: Tender for appointment of contractor for Handling & Transportation of food grains and allied services at WBSWC managed warehouses/godowns.

Ref: Tender Notice No.:

Dear Sir,

In response to your Tender Notice no. .... dated ..... for selection of contractor for Handling & Transportation of food grains and allied services at WBSWC managed warehouses/godowns, I/We ..... a Company/Partnership Firm/an Association/Sole Proprietor/Karta of HUF, Cooperative (in the case of a firm, an association or a syndicate, please set out here full names of all the Directors, partners or members) carrying out business at ..... (*Name of the Godown*) hereby submit our offer.

**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,

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

Encl: .....

.....

.....

ANNEXURE - III

**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] Pan No.:

[10] Details of Sister Concerns

[a] Name & Address:

[b] Activities engaged in by Sister Concern:

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

[11] BIDDER'S BANKS DETAIL : -

a. Bank Account No.:

b. Nature of Account (SB or current):

c. Name of Bank & Branch:

d. MICR Code No.:

e. IFSC No.:

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE-IV

**UNDERTAKING**

**(For Sole Proprietary Firm)**

(Compulsory ink signed)

I, ..... R/o .....

.....

do hereby solemnly affirm and declare as under :-

3) That I am Sole Proprietor of  
..... (Sole Proprietor  
Firm Name)

3. That the office of the firm is situated at .....

.....  
.....

*(Attach photocopy of electric bill/ land line telephone bill/ rent receipt)*

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder



ANNEXURE - V

**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 49programme49(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-VI**FORMAT OF THE LETTER OF COMMITMENT**

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

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

Sub: Tender for appointment of contractor for Handling & Transportation of food grains and allied services at SWC warehouses/ godowns -reg.

Dear Sir,

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

1. We \_\_\_\_\_ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:
  - \* The "Tender Document" issued by WBSWC
  - \* All subsequent communications between WBSWC and the Bidding Consortium represented by \_\_\_\_\_ (name of the Lead Member);
  - \* The MOU signed between/among \_\_\_\_\_(name(s) of member entities; and
  - \* The tender being submitted by \_\_\_\_\_ (name of the Lead Member).
2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (here give a brief description of the role) in the work as specified in the Proposal. If \_\_\_\_\_ (name of the Bidding Consortium) is awarded the work we shall perform our role as outlined in the Proposal to the best of our abilities.

- 3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the RFP.
- 4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with WBSWC.
- 5. We therefore request WBSWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Proposal.

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE-VII

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

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

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

ANNEXURE-VIII

**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 has 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 we have quoted our rates in our financial bid as per the conditions of the tender document and for all the items.

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

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

ANNEXURE-IX

**FORMAT OF WORK EXPERIENCE CERTIFICATE**

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

This is to certify that M/s \_\_\_\_\_ have worked as our Handling & Transportation Contractor for the work of ..... (Appropriate name of operation to be written) of foodgrains and their performance were found satisfactory. The details of work done relating to Handling and Transportation by them during the previous \_\_\_\_\_ years have been as under:

Sl. No.	Name of the Client/ Customer served	Nature of the work/ contract executed	Contract period	Product handled	Volume of work handled in MT	Total value of work/ contract executed	Remarks

Signature

\_\_\_\_\_

Name & Designation of signing authority  
Official Seal

ANNEXURE-X

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 purchased in the name of the bidder)

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

I/ we \_\_\_\_\_ also declare that I/we/ any member of my family am/are/is not a Rice Miller or a Flour Miller or a PDS Distributor or Dealer or in possession of any Government license issued by the Food & Supplies Department, Govt. of West Bengal or not any partner thereof and if any incorrect information is furnished in this regard, 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.
- 4) 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 do hereby undertake accordingly.

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE-XI

**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 purchased in the name of the bidder)

**AFFIDAVIT**

I ..... Son/daughter/wife of .....  
residing at ..... do hereby solemnly declare that I  
have sufficient financial solvency to make payment of wages to the labourers  
engaged by me at the godown under the management of WBSWC, if selected as  
an H&T contractor, as per the provision of minimum wages Act 1948 for a period  
of at least 3 months.

I also declare that I shall be liable and responsible for any dispute arises due to  
non-payment of wages to the labourers.

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder



**ANNEXURE-XII**

**UNDERTAKING THAT THE 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 of Contract period in last three years.	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 otherwise bidder shall be ineligible.*

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/Company mentioned at sl. nos. .... 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-XIII

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

**PROFORMA AGREEMENT TO BE EXECUTED BY THE CONTRACTOR FOR HANDLING & TRANSPORTATION OF FOODGRAINS AT ..... GODOWN UNDER THE MANAGEMENT OF WBSWC**

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 – 700 087 hereinafter referred to as the Corporation (which expression shall include his successor in office, executors, administrators and assigns) of the FIRST PART.

AND

..... (name of the contractor) 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 contractor) represented by Shri/Smt..... being the Manager/Administrator etc. of the firm Under ..... Block, under .....Sub-division in the District of....., hereinafter referred to as “the Contractor(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 engagement of Contractor for Handling & Transportation of foodgrains at ..... godown in the district of ..... under the management of WBSWC within the State of West Bengal and closing date for bid submission was .....

AND

Whereas the Contractor submitted bids against such notice for ..... godown in the district of ..... for consideration of his/ her engagement as a Contractor for Handling & Transportation of food grains on the terms and conditions of the Tender Document.

AND

Whereas the Corporation being satisfied with the candidature, the Corporation engaged the Contractor for Handling & Transportation of foodgrains at ..... Godown in the district of ..... on the Terms and Conditions of the engagement order bearing no. ....

AND

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

AND

Whereas the Corporation issued Work Order in favour of the Contractor vide no. .... allowing the Contractor to work as a Contractor for Handling & Transportation of food grains at ..... Godown in the district of ..... @ .....% below/at par/above the Schedule of Rate (SOR) as indicated in the Tender Document and Terms and Conditions as set forth in the tender document for a period of two years from the date of effect of the Work Order issued under No. ....

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

The Contractor shall perform the works of loading, unloading, stacking, transportation and other allied works as per directions of the Godown In-Charge/Superintendent & Quality Control trained staff posted at the godown or as per direction of any other officer of the Corporation as per terms and conditions as set forth hereinbefore at .....% below/at par/above Scheduled of Rates as indicated in the Tender Document which forms a part of the Agreement.

That Contractor shall perform the works of Preservation and Quality Control Management of foodgrains (Except PEG godowns), if so required, as per directions of the Godown In-Charge/Superintendent & Quality Control trained staff posted at the godown or as per direction of any other officer of the Corporation which forms a part of the Agreement. The contractor shall be entitled to claim additional charges for such operation at the rate as fixed by the Food & Supplies Department from time to time.

That the period of contract shall remain valid for a period of two 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 Corporation shall have the right to terminate the Contract of the Contractor at any time by serving one month's notice in advance without assigning any reason and the same will be binding on the Contractor.

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

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

That the Contractor, after faithful discharge of his/her assigned jobs, shall raise his/her bills to the Corporation within 1 (One) month after expiry of every 3 (Three) months through the godown In-Charge/ Superintendent in respect of Handling and Transportation of foodgrains as per rates as have been allowed to the Contractor i.e. .... % below/at par/above Scheduled of Rates (SOR) as indicated in the 'Tender Document' which forms a part of this agreement.

That the Corporation after getting required fund from the Director of Finance, Food & Supplies Department will release payment to the 'Contractor' within 30 (Thirty) days.

That the Contractor will raise separate bills for the works of Preservation and Quality Control Management of foodgrains at the Cost Analysis of Quality Control Management as fixed by the Food & Supplies Department within 1 (One) month after expiry of every 3 (Three) months through the godown In-Charge/ Superintendent, if the Contractor is directed to perform such additional jobs.

That the Corporation shall have the right to engage the Contractor to perform similar jobs at other godowns of the Corporation located within the same district or adjacent districts and not included in the current Tender Document on the same rates, terms and conditions during the contract period and the same will be binding on the Second Part.

That if any dispute arises in between the Corporation and the contractor, the disputes will be amicably settled by the parties. If, however, the disputes so arises remain unsettled, the same will be referred to the Secretary, F&S, Department for settlement and decision of the latter will be final and binding on the parties.

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

**SIGNED, SEALED AND DELIVERED**

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

---

Secretary, WBSWC

In the presence of

1. \_\_\_\_\_

Deputy Director (Food), WBSWC

2. \_\_\_\_\_

General Manager (Admin), WBSWC

**SIGNED, SEALED AND DELIVERED** By

Shri \_\_\_\_\_

Contractor (SECOND PART)

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

ANNEXURE-XIV

## CHECK LIST 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 certificate of registration under West Bengal Shops & Establishment Act, 1963 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 II & III uploaded?	
X	(a) Whether Affidavit as per Annexure-IV 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-V. (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. (f) Copy of letter of commitment by each member entities of bidding consortium and also MoU executed as per Annexure-	

	VI& VII.	
Xi	Whether compliance to bid requirement as per Annexure-VIII uploaded?	
Xii	Whether experience certificate as per Annexure-IX uploaded?	
Xiii	Whether self-declaration & undertaking executed on non-judicial stamp paper as per Annexure-X uploaded?	
Xiv	Whether copy of audited balance sheet and statement of Profit & Loss as the case may be, for the Financial Year 2019-20, 2020-21 & 2021-22 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 2020-21, 2021-22 & 2022-23).	
Xv	Whether Income Tax Returns for the Assessment Year 2021-22, 2022-23 & 2023-24 uploaded?	
Xvi	Whether affidavit of self declaration for financial solvency as per Annexure-XI uploaded?	
Xvii	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-XII uploaded?	

.....  
Stamp and signature of the bidder

Place:

Date:

.....  
Name of the bidder

ANNEXURE-XV

# **PRICE BID**

**WEST BENGAL STATE WAREHOUSING CORPORATION**



**PRICE BID****SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT CONTRACTOR  
AT WEST BENGAL STATE WAREHOUSING CORPORATION**

The rates quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs. **In case of bags of weight upto 42 kg. & 52 Kg. the same rates will be applicable for Handling Operations as that of bags of weight of 40 kg. & 50 kg. respectively.**

Sl. No.	Description of Services	RATE PER HUNDRED BAGS		
		For bags Weighing Upto 40 Kg	For bags Weighing Upto 50 Kg	For bags Weighing More than 50 Kg
<b>PART – I RECEIPTS DELIVERIES</b>				
1(a)	For unloading foodgrain bags from wagons / trucks or any other transport vehicles, and stacking the bags in the Shed on the Platform/Ground or vice-versa.	Rs. 45.71  (Rupees Forty Five and Paise Seventy One Only)	Rs. 69.30  (Rupees sixty nine and Paise thirty only)	Rs.105.00  (Rupees One Hundred and Five only)
(b)	For unloading foodgrains bags from Wagons/ trucks/ any other transport Vehicle and directly loading on trucks/any other transport vehicles/ into wagons.	Rs. 91.46  (Rupees Ninety One & Paise Forty-Six Only)	Rs. 138.60  (Rupees One Hundred Thirty Eight & Paise Sixty Only)	Rs. 200.00  (Rupees Two Hundred Ten Only)
2	For transporting of foodgrains bags form Railheads to the following godowns and vice versa.  <b><u>NOTE: The minimum amount admissible under any slab be equal to the maximum amount admissible for the identical goods under the immediately lower slab. For instance, for any distance falling under Slab (2), i.e. Upto &amp; including 10 KMs, the remuneration shall be equal to that of admissible for the transport of identical goods over a distance of 5 KMs which would determine maximum amount admissible under the slab (1) viz, upto &amp; including 5 KMs.</u></b>	Distance	Rate per MT Per KM(Rs.)	
		1.For entire distance upto & Including 5 Kms.	24.43	
		2. For entire distance upto & including 10 Kms	19.94	
		3. For entire distance upto & including 20 KMs	11.38	
		4. For entire distance upto & Including 30 Kms	08.66	
		5) For entire distance upto & Including 50 Kms	06.39	
		6.. For entire distance upto & Including 80 Kms.	05.62	
		7. For entire distance above	04.68	

		80 KMs.		
<b>NB:</b>	<b>If animal drawn carts are used for transport, the rates are 25% Less</b>			
<b>3</b>	For unloading foodgrains bags from Wagons/ trucks/ any other transport Vehicles, stacking them on the Platform/ ground if necessary, carrying By head-loads/ change If head load or Wherever necessary by using hand Trolleys, carts etc. and stacking them Inside the godowns after stacking the Bags wherever necessary on the Platform/ ground.			
<b>i)</b>	<b>In the form of conventional stacks</b>			
a)	Upto 10 high	Rs.91.45  (Rupees Ninety One & Paise Forty Five Only)	Rs.138.60  (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs.210.00  (Rupees Two Hundred Ten Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.112.00  (Rupees One Hundred Twelve Only)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)	Rs. 252.00  (Rupees Two Hundred Fifty Two Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 129.74  (Rupees One Hundred Twenty Nine and Paise Seventy Four Only)	Rs. 195.30  (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00  (Rupees Two Hundred Ninety Four Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 141.71  (Rupees One Hundred Forty One & Paise Seventy One Only)	Rs. 217.35  (Rupees Two Hundred Seventeen Paise Thirty Five Only)	Rs. 333.20  (Rupees Three Hundred Thirty Three and Paise Twenty Only)
<b>ii)</b>	<b>In form of a side wall or flat storage</b>			
a)	Upto 10 high	Rs.67.20  (Rupees Sixty Seven & Paise Twenty Only)	Rs.100.80  (Rupees One Hundred & Paise Eighty only)	Rs.151.20  (Rupees One Hundred and Fifty one and Paise Twenty Only)
b)	Up-to 16 high ( for actual number of Bags stacked over 10 high)	Rs.85.50  (Rupees Eighty Five and Paise Fifty Only)	Rs.128.52  (Rupees One Hundred Twenty Eight and Paise Fifty Two Only)	Rs.193.20  (Rupees One Hundred Ninety Three and Paise Twenty Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 104.33 ( Rupees One Hundred and	Rs. 156.66 (Rupees One Hundred Fifty	235.20 (Rupees Two Hundred Thirty

		Paise Thirty Three Only)	Six and Paise Sixty Six Only)	Five and Paise Twenty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs.121.87  (Rupees One Hundred Twenty One and Eighty Paise Seven Only)	Rs.182.17  (Rupees One Hundred Eighty Two and Seventeen Paise Only)	Rs. 272. 12  (Rupees Two Hundred Seventy Two and Paise Twelve Only)
<b>3A</b>	For lifting of foodgrains from the weighing scale and stacking them on the platform/ ground if necessary, carrying them by headload/ change of headloads or wherever necessary by using hand trolleys/ carts etc. and stacking them inside the godowns after stacking the bags wherever necessary on platform/ ground.			
<b>i)</b>	<b>In the form of Stack</b>			
a)	Upto 10 high	Rs.56.00  (Rupees Fifty Six Only)	Rs.84.00  (Rupees Eighty Four Only)	Rs.126.00  (Rupees One Hundred Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.73.71  (Rupees Seventy Three and Seventy One Paise Only)	Rs.111.30  (Rupees One Hundred Eleven and Thirty Paise only)	Rs.168.00  (Rupees One Hundred Sixty Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.91.45  (Rupees Ninety One & Paise Forty Five Only)	Rs.138.60  (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs 210.00  (Rupees Two Hundred Ten Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs.106.57  (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs.161.56  (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs.245.00  (Rupees Two Hundred and Forty Five Only)
<b>ii)</b>	<b>In the form of a side wall for flat storage</b>			
a)	Upto 10 high	Rs. 56.00  (Rupees Fifty Six Only)	Rs.84.00  (Rupees Eighty Four Only)	Rs. 126.00  (Rupees One Hundred Twenty Six Only)
b)	Up-to 16 high ( for actual number of Bags stacked over 10 high)	Rs.73.71  (Rupees Seventy Three and Seventy One Paise Only)	Rs.111.30  (Rupees One Hundred Eleven and Thirty Paise only)	Rs.168.00  (Rupees One Hundred Sixty Eight Only)

c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.91.45 (Rupees Ninety One & Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs.106.57 (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs. 161.56 (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs. 245.00 (Rupees Two Hundred and Forty Five Only)
4	For unloading foodgrains bags from wagons/ trucks/ any other transport vehicles, stacking the bags, wherever necessary on the platform/ground, carrying the bags to the flat storage pit carrying by head loads or change of headloads or where necessary by using hand trolleys, carts etc, cutting open the mouth of the bags and putting the loose grains into the pit including levelling and shovelling.			
a)	For baby bulk pit	Rs.229.60 (Rupees Two Hundred Twenty Nine and Paise Sixty Only)	Rs.344.40 (Rupees Three Hundred Forty Four and Paise Forty Only)	Rs.516.60 (Rupees Five Hundred and Sixteen and Paise Sixty Only)
b)	For regular flat storage pit Inside the godowns	Rs 229.60 (Rupees Two Hundred Twenty Nine and Paise Sixty Only)	Rs.344.40 (Rupees Three Hundred Forty Four and Paise Forty Only)	Rs.516.60 (Rupees Five Hundred and Sixteen and Paise Sixty Only)
5	For carrying the bags of foodgrains from stacks by headloads or change of headloads or wherever necessary using hand trolleys carts etc, and loading into wagons/trucks/any other transport vehicles, or putting them in a countable position after stacking the bags wherever necessary on the platform/ ground.	Rs.112.00 (Rupees One Hundred twelve Only)	Rs.168.00 (Rupees One Hundred Sixty Eight Only)	Rs.252.00 (Rupees Two Hundred Fifty Two Only)
6	For carrying the foodgrains bags by means of truck from the railway siding to the godowns exceeding 200 meters situated in the same premises or vice – versa.	Rs.43.90 (Rupees Forty Three and Paise Ninety Only)		
7	For transporting the foodgrain bags by trucks from one godown to another godown/railhead or any other place or vice-versa for which rates have not been specifically fixed, as mentioned in Clause-XX, Part-1(7)  N.B. If animals drawn carts are used for transport, the rates are 25% less. NOTE: The minimum amount admissible under	Distance Per KM (Rs.)	Rate per MT	
		1.For entire distance upto& Including 5 Kms.	24.43	
		5. For entire distance upto & including 10 Kms	19.94	

	any slab be equal to the maximum amount admissible for the identical goods under the immediately lower slab. For instance, for any distance falling under Slab (2), i.e. Upto & including 10 KMs, the minimum remuneration shall be equal to that of admissible for the transport of identical goods over a distance of 5 KMs which would determine maximum amount admissible under the slab (1) viz, upto & including 5 KMS.	6. For entire distance upto & including 20 Kms	11.38	
		7. For entire distance upto & Including 30 Kms	08.66	
		5. For entire distance upto & Including 50 Kms	06.39	
		6. For entire distance upto & Including 80 Kms	05.62	
		7. For entire distance above 80 Kms.	04.68	
8	For weighthment of foodgrains	Rs. 45.71 (Rupees Forty Five and Paise Seventy One Only)	Rs.69.30 (Rupees Sixty Nine and Paise Thirty Only)	Rs.84.00 (Rupees Eighty Four Only)
NOTE	Whenever weighthment is done in conjunction with any other service(s), the weighthment charges will be paid in addition for the number of bags actually weighed, provided always that the contractor shall not use is own weighing scales, where the same are available with the corporation and the contractor shall be liable in pay a hire charge per scale per month or part of a month as indicated below:-			
a)	Beam Scale			Rs. 7.00 (Rupees Seven Only)
b)	Weighing Machine			Rs. 87.50 (Rupees Eighty Seven and Paise Fifty Only)
9	For removing the foodgrains bags from the stack in the same or any other godowns or from the side wall of a flat storage, cutting open the mouth of bags and putting the grains into the flat storage including levelling and shovelling.			
a)	For baby bulk pit	Rs. 60.30 (Rupees Sixty and Paise Thirty Only)	Rs. 90.72 (Rupees Ninety and Paise Seventy Two Only)	Rs. 136.50 (Rupees One Hundred Thirty Six and Paise Fifty Only)
b)	For regular flat storage Inside the godown	Rs. 60.30 (Rupees Sixty and Paise Thirty Only)	Rs. 90.72 (Rupees Ninety and Paise Seventy Two Only)	Rs. 136.50 (Rupees One Hundred Thirty Six and Paise Fifty Only)
10	For filling gunnies upto a prescribed weight the gunnies:			
i)	<b>Stacking in the same godown</b>			

a)	Upto 10 high	Rs. 162.40 (Rupees One Hundred Sixty Two and Paise Forty Only)	Rs. 243.60 (Rupees Two Hundred Forty Three and Paise Sixty Only)	Rs. 365.40 (Rupees Three Hundred Sixty and Paise Forty Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.180.70 (Rupees One Hundred Eighty and Paise Seventy Only)	Rs.271.32 (Rupees Two Hundred and Seventy One and Paise Thirty Two Only)	Rs.407.40 (Rupees Four Hundred Seven and Paise Forty Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.199.50 (Rupees One Hundred Ninety Nine and Paise Fifty Only)	Rs.299.46 (Rupees Two Hundred Ninety Nine and Paise Forty Six Only)	Rs.449.40 (Rupees Four Hundred Forty Nine and Paise Forty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 218.50 (Rupees Two Hundred Eighteen and Paise Fifty Only)	Rs.327.49 (Rupees Three Hundred Twenty Seven and Paise Forty Nine Only)	Rs.490.42 (Rupees Four Hundred Ninety and Paise Forty Two Only)

**OR**

<b>ii)</b>	<b>Stacking in another godown</b>			
a)	Upto 10 high	Rs.189 (Rupees One Hundred Eighty Nine Only)	Rs. 283.92 (Rupees Two Hundred Eighty Three and Paise Ninety Two Only)	Rs. 426.30 ( Rupees Four Hundred Twenty Six and Paise Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 207.93 (Rupees Two Hundred Seven and Paise Ninety Three Only)	Rs. 312.06 ( Rupees Three Hundred Twelve and Paise Six only)	Rs. 468.30 (Rupees Four Hundred Sixty Eight and Paise Thirty Only)
c)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 226.80 (Rupees Two Hundred Twenty Six and Paise Eighty Only)	Rs. 340.20 ( Rupees Three Hundred Forty and Paise Twenty Only)	Rs. 510.30 (Rupees Five Hundred Ten and Paise Thirty Only)

d)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.245.24 (Rupees Two Hundred Forty Five and Paise Twenty Four Only)	Rs.367.85 (Rupees Three Hundred and Sixty Seven and Paise Eighty Five Only)	Rs.551.56 (Rupees Five Hundred Fifty One and Paise Fifty Six Only)
<b>OR</b>				
iii)	Loading into wagons/trucks/any other vehicles or placing bags outside the godowns in a countable position.	Rs. 162.40 (Rupees One Hundred Sixty Two and Paise Forty Only)	Rs. 243.60 (Rupees Two Hundred Forty Three and Paise Sixty Only)	Rs. 365.40 (Rupees Three Hundred Sixty and Paise Forty Only)
<b>PART – II – OTHERS SERVICES</b>				
<b>11</b>	<b>PHYSICAL VERIFICATION :</b>  For breaking the stacks, weighing the bags and restacking the bags.			
<b>i)</b>	<b>In the same godowns or outside the Godown</b>			
a)	Upto 10 high	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs.168.00 (Rupees One Hundred Sixty Eight Only)	Rs.252.00 (Rupees Two Hundred Fifty Two Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs.195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs.294.00 (Rupees Two Hundred Ninety Four Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs.222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs.336.00 (Rupees Three Hundred Thirty Six )
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs.165.41 (Rupees One Hundred Sixty Five and Paise Forty One Only)	Rs.248.67 ( Rupees Two Hundred Forty Eight and Paise Sixty Seven Only)	Rs.376.00 (Rupees Three Hundred Seventy Six Only)

<b>ii)</b>	<b>In another godowns</b>			
a)	Upto 10 high	Rs.129.50  (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs.195.30  (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs.294.00  (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs.222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs.336.00  (Rupees Three Hundred Thirty Six )
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.168.00  (Rupees One Hundred Sixty Eight Only)	Rs.252.00  (Rupees Two Hundred Fifty Two Only)	Rs.378.00  (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs.191.38  (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs.283.32  (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs.418.49  (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
<b>12</b>	<b>STANDARDISATION:</b> For standardization of bags			
<b>i)</b>	<b>Stacking in the same godown</b>			
a)	Upto 10 high	Rs.129.50  (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs.195.30  (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs.294.00  (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs.222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs.336.00  (Rupees Three Hundred Thirty Six )
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.168.00  (Rupees One Hundred Sixty Eight Only)	Rs.252.00  (Rupees Two Hundred Fifty Two Only)	Rs.378.00  (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 191.38  (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32  (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49  (Rupees Four Hundred Eighteen and Paise Forty Nine Only)



	above 20 high)	(Rupees One Hundred Ninety One and Paise Thirty Eight Only)	(Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	(Rupees Four Hundred Eighteen and Paise Forty Nine Only)
<b>ii)</b>	<b>Stacking in another godown</b>			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six )
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)
<b>OR</b>				
<b>iii)</b>	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six )
<b>13</b>	For filling gunnies with loose grains upto a prescribed weight and stitching the gunnies.			
<b>i)</b>	<b>Stacking in same godown</b>			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)

		Fifty Only)	Thirty Only)	
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00  (Rupees Three Hundred Thirty Six )
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)	Rs. 252.00  (Rupees Two Hundred Fifty Two Only)	Rs. 378.00  (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 191.38  (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32  (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49  (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
<b>ii)</b>	<b>Stacking in another godown</b>			
a)	Upto 10 high	Rs. 147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00  (Rupees Three Hundred Thirty Six )
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)	Rs. 252.00  (Rupees Two Hundred Fifty Two Only)	Rs. 378.00  (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50  (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30  (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00  (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 198.34  (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92  (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84  (Rupees Four Hundred Sixty and Paise Eighty Four Only)
<b>OR</b>				
<b>iii)</b>	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a	Rs. 147.49	Rs. 222.60	Rs. 336.00

	countable position	(Rupees One Hundred Forty Seven and Paise Forty Nine Only)	(Rupees Two Hundred Twenty Two and Paise Sixty Only)	(Rupees Three Hundred Thirty Six )
<b>14</b>	<b>CLEANING:</b>			
i)	For carrying the bags from stacks in the godown (or from any other place in the godown premises) weighing them, passing the contents through sieves or cleaning machines, filling the cleaned grains into the bags upto a prescribed weight, stitching the bags and then stacking.			
a)	Upto 10 high	Rs. 147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00  (Rupees Three Hundred Thirty Six )
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)	Rs. 252.00  (Rupees Two Hundred Fifty Two Only)	Rs. 378.00  (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50  (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30  (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00  (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 198.34  (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92  (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84  (Rupees Four Hundred Sixty and Paise Eighty Four Only)
<b>OR</b>				
ii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00  (Rupees Three Hundred Thirty Six Only)
<b>15</b>	<b>DRYING OF DAMAGE GRAINS:</b>			
i)	For carrying the foodgrain bags from stacks or anywhere in the godown premises, cutting			

	open the mouth of bags spreading out the damage foodgrains and after drying filling the loose grains into empty gunnies upto a prescribed weight, stitching the bags and then stacking the bags in the same or another godown.			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 203.91 (Rupees Two Hundred Three and Paise Ninety One Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)
<b>OR</b>				
ii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six )
<b>16</b>	For re-bagging contents of unserviceable bags of loose grains into bags to a prescribed weight and stacking in the godown.			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49 (Rupees One Hundred Forty)	Rs. 222.60 (Rupees Two Hundred)	Rs. 336.00 (Rupees Three Hundred Thirty)

		Seven and Paise Forty Nine Only)	Twenty Two and Paise Sixty Only)	Six )
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)	Rs. 252.00  (Rupees Two Hundred Fifty Two Only)	Rs. 378.00  (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 191.38  (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32  (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49  (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
<b>OR</b>				
e)	Loading into Wagons/ trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49  (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60  (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00  (Rupees Three Hundred Thirty Six )
17	Additional charges for unloading /loading of open wagons as mentioned in Clause – XX, Part- II (17)	Rs. 17.74  (Rupees Seventeen and Paise Seventy Four Only)	Rs. 27.30  (Rupees Twenty Seven and Paise Thirty Only)	Rs. 42.00  (Rupees Forty Two Only)
18	Additional charges for unloading /loading of open wagons as mentioned in Clause – XX, Part- II (18)	Rs. 35.49  (Rupees Thirty Five and Paise Forty Nine Only)	Rs. 54.60  (Rupees Fifty Four and Paise Sixty Only)	Rs. 84.00  (Rupees Eighty Four Only)
19	For Breaking the stacks and restacking			
i)	<b>Stacking in the same godown</b>			
a)	Upto 10 high	Rs. 73.71  (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30  (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.91.45  (Rupees Ninety One & Paise Forty Five	Rs. 138.60  (Rupees One Hundred Thirty Eight and Paise	Rs. 210.00  (Rupees Two Hundred Ten Only)

		Only)	Sixty Only)	
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 135.34 (Rupees One Hundred Thirty Five and Paise Thirty Four Only)	Rs. 198.06 (Rupees One Hundred Ninety Eight and Paise Six Only)	Rs. 289.80 (Rupees Two Hundred Eighty Nine and Paise Eighty Only)
<b>ii)</b>	<b>In another godown</b>			
a)	Upto 10 high	Rs.91.45 (Rupees Ninety One & Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 129.74 (Rupees One Hundred Twenty Nine and Paise Seventy Four Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 141.71 (Rupees One Hundred Forty One & Paise Seventy One Only)	Rs. 217.35 (Rupees Two Hundred Seventeen Paise Thirty Five Only)	Rs. 333.20 (Rupees Three Hundred Thirty Three and Paise Twenty Only)
<b>19A</b>	For breaking the stacks, bringing the bags of foodgrains upto scale point weighing.	Rs. 56.00 (Rupees Fifty Six Only)	Rs.84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)
<b>20</b>	Removing/ Collecting scattered bags of foodgrains and stacking them.			
a)	Upto 10 high	Rs. 56.00 (Rupees Fifty Six Only)	Rs.84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)

				Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 73.71  (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30  (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00  (Rupees One Hundred Sixty Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.91.45  (Rupees Ninety One & Paise Forty Five Only)	Rs. 138.60  (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00  (Rupees Two Hundred Ten Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs.106.57  (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs. 161.56  (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs. 245.00  (Rupees Two Hundred and Forty Five Only)
21	Removing / Collecting empty bags, Bundling them as stacking the bundles in the godown	Rs. 42  (Rupees Forty Two Only)		
22	For stencilling of bags	Rs. 42  (Rupees Forty Two Only)		
23	For trucks supplied for waraferi with two warners	Rs. 42  (Rupees Forty Two Only)		
a)	For full days over 5 hours	Rs. 1470 (Rupees One Thousand Four Hundred Seventy Only) per 10 MT truck		
b)	For half day upto 5 hours	RS. 1050 (Rupees One Thousand Fifty Only) per 10 MT truck		
24	For supply of casual labour  i) Male/ Female labour per head per day  ii) Male/ Female labour per head per half day Wage as fixed by appropriate authority (upto 5 hours) from time to time (Flat rates)  iii) Male labour per head per night.	<b>Wages as fixed by appropriate authority from time to time (Flat Rates) and no ASOR will be allowed on these Flat Rates.</b>		
25 (i)	a) Loading of crates	Rs. 0.84 (Eighty Four Paise Only)		
	b) Unloading and stacking crates	Rs. 0.84 (Eighty Four Paise Only)		
ii)	Loading of Tarpaulins/gunny bales or fumigation cover	Rs. 0.84 (Eighty Four Paise Only)		
iii)	Bamboo mats	Rs. 0.84 (Eighty Four Paise Only)		
26	For carrying the food grains in the bags from anywhere in the godown premises, cutting open the mouth of the bags, pouring out of the contents on floor/tarpaulin, making heap/palla, mixing or blending thoroughly to present desired quality, filling the grains in the bags to prescribed weighment, stitching the bags (with at least 16 stitches) and stacking.			

a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)

NOTE No. 1: The rate of transport of foodgrains quoted in preceding schedules for items 2, 6, 7 is subject to the following terms & conditions:

1. The rate for transport of foodgrains etc. is on the basis of net weight of foodgrains.
2. No separate remuneration will be payable for part of gunnies as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of foodgrains.
3. The transport charges are payable for the distance covered by loaded lorries/ any other vehicle and not for distances covered on return journey of from garage to place of loading/unloading or back to garage which would be deemed to be inclusive. **Payment on net weight basis envisaged in the note above applies to handling operations also.**
4. Transport charges shall be payable for 1 Kilometer when the distance covered by a loaded lorry/any other vehicle per trip is less than one Kilometer, for distance over one kilometre per trip, the distance covered by a lorry/ any other vehicle shall in all cases be round off to the nearest 0.50 kms. (applicable to item-7).
5. The distance will be reckoned as fixed by the Chief Engineer PWD or any officer nominated by him or by the Managing Director, WBSWC or checked by a team nominated on this behalf rounded off to the nearest 0.50 km (applicable to item-7)
6. No compensation shall be admissible to the contractor in respect of the detention of trucks/any other vehicle at godowns, railway station/railway siding or any other loading/unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the authority of the WBSWC on all such



- claims shall be final both as regards the admissibility and amount, if any, of the compensation.
7. No compensation shall be admissible to the contractor on account of non-availability of work sufficient to engage the number of trucks/carts/ or any other vehicles/labour specified in any programme issued by the Superintendent/ Godown In-Charges or an officer acting on this behalf.
  8. The weight of bags of foodgrains etc. loaded/unloaded from truck/carts/or any other vehicles/wagons at the Railway siding/Railway station/godowns/other loading and unloading point(s), shall be worked out on the basis of cent percent weighment, if the bags are non-standardized, and on a check weighment of percentage of bags not exceeding 10 per cent, if the bags are standardized, before being loaded/unloaded. The representative of the contractor shall be present at the time of checking of the weights at the time of loading/unloading points etc.
  9. The rates for item 6 of the schedule of the rates is applicable to the godowns situated at a considerable distance from the Railway siding in the same premises which have been indicated in the invitation to tender (under place of operation) titled General Information. This rate includes the remuneration for loading into and unloading from trucks and will be paid in addition to the rate fixed for service item no. 3 or 4 or 5, when the Superintendent/ Godown In-Charges is satisfied that the trucks are actually engaged for carrying the bags from the railway siding. The decision of the authority of WBSWC regarding the admissibility of this claim shall be final and binding on the contractors.

Note No. 2.

No charges other than those mentioned above shall be payable in respect of the services described in part-I and II of the schedule of the services or any other duties, services and operations which are auxiliary and/ or incidental to the principal services.

Note No. 3.

In case of bags of weight upto 42 Kg and 52 Kg the same rates will be applicable for handling operations as that **of bags of weight of 40 Kg and 50 Kg respectively.**

**PRICE BID (B.O.Q.)**

Sl. No.	Name of Godown	District	Item of works	Rate to be quoted	
				At SOR (Put 0 Mark)	Above or Below.....% SOR Put '-' for below SOR and put '+' for above SOR
1.	Tarakeswar RKVY	Hooghly	Handling and Transportation operation & all allied services as per tender document including Preservation and Quality Control Management of stock		
2.	Goghat-I RIDF				
3.	NJP RKVY	Jalpaiguri			
4.	Ranaghat RKVY	Nadia			
5.	Keshpur RIDF	Paschim Medinipur			
6.	Narayangarh RIDF				
7.	Ausgram-II RIDF	Purba Bardhaman			
8.	Bhatar (at Orgram) RIDF				
9.	Monteswar (at Putsuri) RIDF				
10.	Bhagawanpur-II RIDF	Purba Medinipur			
11.	Kashipur RIDF	Purulia			