

Memo no. I/665958/2025(E-302446)

dated 15-07-2025

**WEST BENGAL STATE
WAREHOUSING CORPORATION**

(A GOVERNMENT UNDERTAKING)

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

E-Mail: swc@wb.gov.in, Website: <https://www.warehousingwb.com/>

**E-TENDER
FOR SELECTION OF
AGENCY FOR ON-SITE SUPPLY OF 1 TONNE HEXAGONAL CAST
IRON TEST WEIGHTS FOR ELECTRONIC WEIGHRBIDGES
INSTALLED AT WBSWC MANAGED WAREHOUSES/GODOWNS
(2nd Call)**

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

Closing Date and Time of submission of Bid: 01-08-2025 at 18:00 Hrs

Opening date and time:

Technical Bid: **04-08-2025** at 12:00 Hrs
Financial Bid: Will be intimated later

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

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Section 1

NOTICE INVITING E-TENDER

The West Bengal State Warehousing Corporation invites e-tender (2nd Call) under two bids system from professionally competent and financially sound reputed agency/company for on-site supply of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) at the godown point located at several places of West Bengal for Electronic Weighbridges installed there. The locations of the godowns are listed below.

Sl. No.	District	Name of the godown	Location of the godown
1	Purba Medinipur	Bhagwanpur-II RIDF	Vill- Bajkul, P.O- Kismat Bajkul, P.S- Bhupatinagar Dist- Purba Medinipur, Pin- 721655
2	Paschim Medinipur	Narayangarh RIDF	Vill + P.O. - Markunda, Gram Panchayat - Kashipur, Block - Narayangarh, Pachim Medinipur - 721437
3	Purulia	Kashipur RIDF	Vill-Kashipur (Jurgurdih), P.O-Panchakote Raj, P.S+Block- Kashipur, Dist-Purulia,Pin-723132
4		Bengura RIDF	Chitora More, Bengura, Block-Purulia 1, Dist.- Purulia, PIN-723201

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

Period of Agreement	One (1) year.
Bid validity period	120 days from the last date of opening Financial Bid.
Earnest Money Deposit Value	Rs. 15,000/- (Rupees Fifteen Thousand) only

Section 2

DATE AND TIME SCHEDULE FOR e-TENDERING

	PARTICULARS	DATE	TIME	VENUE/PORTAL
1.	<i>Date of uploading (Publishing) of N.I.T. and other Documents</i>	16-07-2025	16:00 Hrs	www.wbtenders.gov.in
2.	<i>Documents download start date</i>	16-07-2025	16:00 Hrs	www.wbtenders.gov.in
3.	<i>Pre-Bid meeting</i>	21-07-2025	14:00 Hrs	Conference Hall of WBSWC at Khadya Bhavan, Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata-87.
4.	<i>Bid proposal submission start date</i>	22-07-2025	12:30 Hrs	www.wbtenders.gov.in
6.	<i>Bid proposal Submission end date</i>	01-08-2025	18:00 Hrs	www.wbtenders.gov.in
7.	<i>Date & Time of opening of Technical bids</i>	04-08-2025	12:00 Hrs	www.wbtenders.gov.in
9.	<i>Date & Time of opening of Financial bids</i>	Will be intimated later.		

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

The validity of the tender is 60 days from the last date for submission of 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

Supply of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) duly verified & stamped by the Legal Metrology Department, Govt. of West Bengal at the godowns as per the list mentioned at Section-I of NIT for calibration, verification & stamping of the weighbridges installed there. The selected agency will also be responsible for carrying out the instruction and guidance issued from time to time by such officers as nominated by the Corporation.

Brief Description of Work:

The bidders must get himself/ herself/ themselves fully acquainted with location of the weighbridges at their own interest before submission of tenders and rates quoted by them for supplying of 1 Tonne Hexagonal Cast Iron Hexagonal Test Weights (50 Pieces of 20 Kg Test Weight) shall be deemed to have been done after such acquaintance. Once a tender is submitted by a bidder, he/she/they shall be deemed to have fully acquainted himself/ herself/ themselves with the location of weighbridges.

The service required to be performed under the contract have been described in detail in **Section-10**. Bidders are required to quote single Rate for supplying of each set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) detailed in **Section-10** containing the terms and conditions in the tender form annexed as **PRICE BID**.

Section 4

ELIGIBILITY CRITERIA

- 4.1. The bidder should have valid licence issued by the Controller of Legal Metrology, Government of West Bengal as manufacturer, dealer, repairer of Weights and Measures as per the West Bengal Legal Metrology (Enforcement) Rules, 2011.
- 4.2. 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.
- 4.3. The tenderer must have financial solvency at least Rs.75,000/- (Rupees Seventy-five Thousand) only.
- 4.4. The bidder should have successfully supplied similar 1 Ton C.I. Test Weights (20 kg * 50 pieces) in any one year during last three financial years to any Govt./PSU/Private agency amounting to at least Rs.70,000/- (Rupees Seventy Thousand) only.

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

Section 5

DOCUMENTS REQUIRED

5.1. **FOR TECHNICAL PROPOSAL:**

1. Certified copy of Partnership Deed/ Article of Association/ Memorandum of Association/ Bye – laws etc. if applicable.
2. Certificate of Registration, if applicable.
3. Copy of EPIC/ Aadhaar Card.
4. Copy of PAN Card.
5. Copy of valid Trade Licence.
6. Copy of GST registration certificate.
7. Copy of licence issued by the Controller of Legal Metrology, Government of West Bengal as manufacturer, dealer, repairer of Weights and Measures.
8. Income Tax Returns for Assessment Years 2021-22, 2022-23 and 2023-24.
9. Duly filled and scanned copy of Annexure-I, II.
10. Duly filled and scanned copy of Annexure –III, if applicable.
11. Authorization letter as per Annexure-IV, if applicable.
12. Compliance to Bid Requirement as per Annexure-V.
13. Undertaking regarding submission of correct information as per Annexure-VI.
14. Solvency Certificate which shall not be more than three months old from the date of submission of tender and Statement of liquid assets etc. as per Annexure-VII.
15. Undertaking as per Annexure-VIII.
16. Check points for preparation of bids by bidders as per Annexure-X.

All the above documents must be self-attested. Back page of the NJ Stamp Papers utilized for affidavit should also be uploaded.

Notes

1. Non-submission and/or submission not in proper format/manner of the above documents shall lead to disqualification.
2. Conditional, ambiguous and incomplete bids will be summarily rejected.

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

5.2. **FOR FINANCIAL PROPOSAL:**

Bill of Quantities (BOQ): Quoting rate for on-site supply of one set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) duly verified & stamped by the Legal Metrology Department, Govt. of West Bengal including transportation to the godowns for which the Bidder is bidding. While quoting rate in Price Bid (BOQ), the agency must carefully note that quoted rate is for supplying of each set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) to all weighbridge(s) installed at all godowns/ warehouses as per the list of godowns as mentioned at Section-I of NIT. In case, the rate is quoted in a manner other than mentioned above, the bidders are liable to be ignored.

1. **Price Conditions**

The rates quoted by the prospective bidder shall be deemed to be inclusive of all the taxes, rates, transportation charges **excluding** GST/ IGST as per existing rules but **including** levies, etc. **including** their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the prospective Bidder/ Supplier will have to pay for the performance of its obligations hereunder.

2. The prospective bidder shall comply with the proper bye-laws and legal orders of the local bodies or public authorities having jurisdiction over its operations and pay all fees and charges for which the Bidder may be liable. The Tender Inviting Authority shall not be responsible for such costs and expense.

Section 6

DISQUALIFICATION CONDITIONS

6.1. GROUNDS FOR DISQUALIFICATION

1. The bidders who have been blacklisted or otherwise debarred by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
2. Any bidder whose contract with the SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
3. Bidder whose EMD and/or SD has been forfeited by SWC/CWC/FCI or any Department of Central or State Government or any other Public Sector Undertaking, on serious/grave ground i.e. submission of false/ forged/ tempered/ fabricated/ manipulated documents/information at any occasion during last five years will be ineligible.
4. If the proprietor/any of the partners of the firm/ any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
5. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the bidder disqualified.
6. At any stage during the bidding process, or even after the issuance of the work order, if it is found that the bidder has wilfully made any misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements and/or has suppressed material information (which may render the Bidder ineligible to participate) WBSWC reserves the right to cancel the work order, forfeit Earnest Money Deposit, Security Deposit and terminate any arrangement with such bidder, without prejudice to its rights and contentions reserved under the Applicable Laws.

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

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

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

Section 7

INSTRUCTIONS TO BIDDERS

7.1. GENERAL INSTRUCTIONS

7.1.1. **Registration of Bidder:**

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

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

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

7.1.3. **Collection of Tender Documents:**

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

7.1.4. **Submission of Tenders:**

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

7.1.5. **Earnest Money Deposit (EMD):**

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

7.1.5.1. **Login by Bidder**

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

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

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

All Bidders submitting Bank Guarantee from a Scheduled Bank other than ICICI Bank, she/he must ensure that the issuing Bank sends SFMS IFN 760 message through SFMS to ICICI Bank, IFSC ICICI0001056, Branch-Salt Lake City, Sector-V, in BG text, to establish authenticity of the given Bank Guarantee.

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

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

7.1.5.3. Payment through RTGS/ NEFT

1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
3. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to

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enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

4. If verification is successful, the fund will get credited to the concerned Pooling account maintained with the Focal Point Branch of ICICI Bank for collection of EMD/Tender Fees.
5. Hereafter, the bidder will go to e-procurement portal for submission of his bid.
6. But, if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

7.1.6. Refund of Earnest Money Deposit:

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

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

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

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

7.2. Amendment of Bidding Document:

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

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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, transportation charges and costs but excluding GST/IGST. **The price should be firm, final and irrevocable and not subject to any change whatsoever, even due to increase in cost of any component thereto, and any changes or imposition of statutory levies.**

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7.4. Signing of tender:

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

7.4.2. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or Co-Operative Society shall be responsible to produce certified copy of Board Resolution/ or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation under the Law.

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

7.5. Corrupt Practices:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employees of the Corporation shall (in addition to any criminal liability which the bidder may incur) debar his tender from

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being considered. Canvassing on the part or on behalf of the bidder shall also make his tender liable to rejection.

7.6. Note and Other Details:

- 7.6.1. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/she/they himself/herself/ themselves would disqualify for future participation in the tenders of West Bengal State Warehousing Corporation for the next 02 (Two) years.
- 7.6.2. Bidders who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- 7.6.3. The tender document for this work is available only in electronic format which bidder can download free of cost from the website www.wbtenders.gov.in .
- 7.6.4. Bidders shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by West Bengal State Warehousing Corporation will be out rightly rejected. Bidder will have to submit EMD as indicated at Clause 7.1.5.
- 7.6.5. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- 7.6.6. After filling data in pre-defined forms, bidder's needs to click on final submission link to submit their encrypted bid.
- 7.6.7. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing Financial Offer i.e. Technical Bid and Price Bid through e-tender process only.
- 7.6.8. Intending bidders are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure

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facilities and functioning of all operations at the site in their own interest before submitting the tender.

- 7.6.9. Registered Co-Operative Societies should furnish the proof of Registration with Registrar of Co-Operative Societies or Taluk Co-Operative Officer along with a resolution passed by the Society to participate in the tender enquiry. “The persons signing the tender form or any document of the tender on behalf of another or on behalf of a firm of Co-Operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other persons or the firm as the case may be, in all matters pertaining to the Agency. If the person so signing the tender fails to produce the said Power of Attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law.”
- 7.6.10. The West Bengal State Warehousing Corporation reserves the right to accept/ reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- 7.6.11. Selected bidder shall be required to supply a single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 pieces of 20 kg each) along with verification & stamping certificate issued by the Directorate of Legal Metrology.
- 7.6.12. **Selected bidder shall also be required to supply similar set of 1 Tonne Hexagonal Cast Iron Test Weights (50 pieces of 20 kg each) for calibration, verification & stamping of weighbridges at any other WBSWC managed warehouses or any Govt. own godowns located within the district or adjacent district and not included in the current tenders on the same rates, terms and conditions as may be entrusted by the WBSWC from time to time during the validity of the contract and the same will be binding on the selected bidders.**
- 7.6.13. Any clarification regarding online participation, they can contact the General Manager (Administration), WBSWC at 11/A Mirza Ghalib Street, B-Block (4th Floor) Kolkata-700087 on any working day between 11 AM to 5 PM before the preceding day of the closing date.

Section 8

EVALUATION OF BIDS AND ACCEPTANCE

8.1. PROCEDURE

- 8.1.1. Technical proposals will be opened first by the Authorized bid openers of WBSWC electronically using their Digital Signature Certificate.
- 8.1.2. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.
- 8.1.3. Pursuant to scrutiny and decision of the Tender Inviting Authority, the summary list of eligible bidders whose Financial Proposals will be considered, will be uploaded in the web portal.
- 8.1.4. During evaluation, the Committee may summon any of the bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be rejected.
- 8.1.5. Financial proposals of only those bidders declared technically eligible by the Tender Inviting Authority will be opened electronically on the web portal on the prescribed date.
- 8.1.6. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- 8.1.7. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1).
- 8.1.8. 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.
- 8.1.9. 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.
- 8.1.10. Acceptance of tendered rates will be communicated by E-mail/ Express Letter or Formal letter of acceptance of tender.

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- 8.1.11. The tender documents submitted by a tenderer shall become the property of WBSWC and WBSWC shall have no obligation to return the same to the bidders.
- 8.1.12. The name of the authorized representative(s) of the bidder who would be responsible for taking instructions from WBSWC shall be communicated to WBSWC within three working days after issuance of work order.
- 8.1.13. The “Work Order” would be awarded subject to the approval of the Managing Director, WBSWC and “Work Order” will be issued in favour of the successful bidder.
- 8.1.14. 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 agreement shall be executed within one week of the acceptance of the tender as per Annexure-IX, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

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

9.2. **Security Deposit:**

9.2.1. The Earnest Money Deposit of the successful bidder shall be treated as security deposit which shall be kept at the custody of the corporation till completion of the agreement.

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

9.2.3. The security deposit shall be refunded to the Agency only after due and satisfactory completion of the agreement.

9.2.4. In the event of termination of the contract, the Managing Director, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the Agency or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.

9.2.5. The decision of the Managing Director in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Agency.

9.2.6. Whenever the security deposited falls short of the specified amount, the Agency shall make-good the deficit so that the total amount of

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security deposit shall not at any time be less than the specified amount.

9.3. Refund of Security Deposit:

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

Section 10

GENERAL CONDITIONS

1. Definition:

- (i) The term '**Contract**' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to bidders, the tender, its Annexure and Schedules, acceptance of tender and such general and special conditions as may be added to it;
- (ii) The term '**Agency**' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- (iii) The term '**Offered Rates**' shall mean the consolidated rate of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) **including all charges but excluding GST** as offered by the bidder and accepted by the Managing Director, West Bengal Warehousing Corporation for and on behalf of the CORPORATION.
- (iv) The term '**Corporation**' and the **West Bengal State Warehousing Corporation**, wherever occur shall mean the West Bengal State Warehousing Corporation established under Warehousing Corporation Act -1962 will include its Managing Director and its successor or successors and assignees.
- (v) The term '**weighbridge**' shall mean and include all electronic weighing machines installed at depots, godowns, warehouses already belonging to or under occupation of the WBSWC or may hereafter be constructed or acquired by it at any time.
- (vi) The term '**Managing Director**' shall mean the Managing Director of the Corporation under whose administrative jurisdiction the weighbridges falls. The term '**Managing Director**' shall also include the Warehouse In-Charge and every other officer authorized by him from time to time to execute contract on behalf of WBSWC;

2. Rate revision clause:

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

3. Debarring of business dealing:

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

4. Duties and responsibilities of the Agency:

The Agency shall supply 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) as per scope of works to the Warehouse/ godown In-Charge or an officer acting on their behalf and shall abide by all instructions issued to them from time to time by the said officer. The agency shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of.

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

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

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- (a) Payment will be made by the Managing Director on submission of bills accordingly with supply order in triplicate duly supported by certificate issued by the Warehouse In-Charge or an officer acting on his behalf, as the case may be and copy of the verification and stamping certificate of each set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight).
- (b) Agency should submit their bills not later than one month from the date of completion of the supply order. In order to facilitate fast disposal of bills the agency are advised to submit their bills after submission of necessary GST.
- (c) The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills subject to timely submission of necessary GST as per existing Rules. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- (d) The payment shall be made through e-payment system for which the following details shall be provided by the agency 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
- (e) Goods and Service Tax (GST/IGST or any other Tax in lieu thereof) levied by the Central Govt. from time to time on the services rendered by the agency to WBSWC shall be paid by WBSWC to the agency over and above the Schedule of Rates, subject to the Agency submitting their bills after payment of due GST.

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

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

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certificate shall have to be obtained by the agency from the prescribed Income Tax Authorities and furnished to the Corporation.

7. Force Majeure:

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

8. Subletting not allowed:

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

9. Death of the Proprietor of the Agency:

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

10. Notice ETC:

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

11. Interpretation of the clause:

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

12. Set off:

Any sum of money due and payable to the Agency (including security deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the agency with the Corporation.

Section 11

DISPUTES

11.1. Arbitration:

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

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

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

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

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

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

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

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

11.2. Applicability of Law and exclusive jurisdiction of Court

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

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ANNEXURE - I

Letter for submission of tender

From

To

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

Dear Sir,

Sub: Tender for selection of agency for on-site supply of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) for weighbridge(s) at WBSWC managed Warehouses/ Godowns

Ref: Tender Notice No.:

In response to your Tender Notice no. / Dated for selection of agency for supplying of set of 1 Tonne Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) for weighbridge(s) at all SWC managed warehouses/ godowns, I/ we a Company/ Partnership Firm/ an Association/ Sole Proprietor/ Karta of HUF, Cooperative (in the case of a firm, an association or a syndicate, please set out here full names of all the Directors, partners or members) carrying out business hereby submit our offer for all the weighbridges as per schedule at Section-1.

I/we agree that this offer shall be valid for a period of One Hundred & Twenty (120) days plus 15 days from the date opening of the Financial 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.

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

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

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

Yours faithfully,

Place:

Date:

(Signature and seal of the Bidder)

Enclo:

.....

.....

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ANNEXURE - II

Bidder's General Information

(Compulsory ink signed)

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

[2] Operation Address:

[3] Registered office address:

[4] Address of the bidder:

[5] Telephone no.:

[6] Fax No.:

[7] E-Mail address:

[8] Website:

[9] GST Registration No:

[10] Pan No.:

[12] Banks Detail of the Bidder:

a. Bank Account No.:

b. Nature of Account (SB or Current):

c. Name of Bank & Branch:

d. MICR Code No.:

e. IFSC:

Place:

(Signature and seal of the Bidder)

Date:

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ANNEXURE - III

UNDERTAKING

(For Sole Proprietary Firm)

I,

.....R/o.....

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

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

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

Place:

(Signature and seal of the Bidder)

Date:

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ANNEXURE -IV

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

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

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

Dated this the _____ day of _____ 20__.

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

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

Name in Block Letter:

Signature:

- Power of Attorney is to be attested by Notary.
- Seal of the Proprietorship firm / Partnership firm / Company -

Witness 1:

Witness 2: -

Name:

Name:

Address:

Address: -

Occupation:

Occupation:

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ANNEXURE-V

COMPLIANCE TO BID REQUIREMENT

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

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

The Technical bid and price bid as required under Clause-7.1.4 of Section-7 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 constitution of contract agreement. Further, I/we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

Place:

(Signature and seal of the Bidder)

Date:

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ANNEXURE-VI

UNDERTAKING

(Regarding submission of correct information)

(To be submitted in non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act. The stamp paper is to be in the name of the bidder and the back side of the same should also be uploaded.)

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

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

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

I undertake accordingly.

Place:

(Signature and seal of the Bidder)

Date:

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ANNEXURE-VII

FORMAT OF SELF DECLARATION FOR FINANCIAL SOLVENCY

(Affidavit to be executed before Notary/Executive Magistrate on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. The stamp paper is to be purchased in the name of the bidder and the back side of the same should also be uploaded.)

AFFIDAVIT

I.....proprietor/partner/Director of
..... (Name of the firm) having office at
..... do hereby solemnly declare that I have sufficient financial solvency for supplying of 1 Tonne C.I. Test Weights required for weighbridges installed the warehouses/godown under the management of WBSWC, if selected, upto a sum of Rs. 75,000/- (Rupees Seventy-five thousand) only.

.....
Stamp and signature of the bidder

Place:

Date:

.....
Name of the bidder

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ANNEXURE - VIII

UNDERTAKING THAT BIDDER IS NOT BLACKLISTED/ DEBARRED

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

Note- *Strike off whichever is not applicable.*

Remarks _____

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

5. Declaration about relationship with Employee of WBSWC

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

Place: _____ (Signature and seal of the Bidder)

Date: _____

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ANNEXURE - IX

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

PROFORMA AGREEMENT TO BE EXECUTED BY THE AGENCY FOR SUPPLY OF 1 TONNE HEXAGONAL CAST IRON TEST WEIGHTS FOR ELECTRONIC WEIGHBRIDGES INSTALLED AT WBSWC MANAGED WAREHOUSES/ GODOWNS

THIS AGREEMENT made on this..... day of Two Thousand.....

BETWEEN

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

AND

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

Whereas, a Tender was floated by the Corporation being no. for selection of Agency for on-site supply of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) to all weighbridge(s) installed at all godowns/ warehouses as per the list of godowns as mentioned at Section-I of NIT under the management of WBSWC within the State of West Bengal and closing date for bid submission was

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Whereas the Agency submitted bids against such notice for selection of an Agency for supplying of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) to all weighbridge(s) installed at all Godowns/warehouses as per the list of godowns as mentioned at Section-I of NIT under the management of this Corporation on the terms and conditions of the Tender Document.

AND

Whereas the Corporation being satisfied with the candidature of the Agency, the Corporation engaged the Agency for supplying of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) to all weighbridges as per the list of godowns as mentioned at Section-I of NIT under the management of this Corporation on the Terms and Conditions of the work order bearing no.

AND

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

AND

Whereas the Corporation issued Work Order in favour of the Agency vide no. allowing the Agency for on-site supply of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) for all weighbridges as per the list of godowns as mentioned at Section-I of NIT under the management of this Corporation @ Rs. (Rupees..... in word) per single set of 1 Tonne Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) as indicated at BOQ and Terms and Conditions as set forth in the tender document.

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

The agency shall supply single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) on site as per the list of godowns as mentioned at Section-I of NIT under the management of this Corporation @ Rs. (Rupees..... in word) per single set as indicated at BOQ which forms a part of the Agreement.

That the on-site supply of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) as per the list of godowns as mentioned

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at Section-I of NIT along with verification and stamping certificate is to be completed within 45 days of issuance of work order.

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

That the Agency after faithful discharge of his assigned jobs may raise its bills to the Corporation after completion of the supply order to the Secretary, WBSWC.

That the Corporation after receipt of bills as above will release payment to the 'Agency' within 30 (Thirty) days from the date of receipts of bills complete in all respect.

That the Corporation shall have the right to instruct the Agency to supply similar set of 1 Tonne Hexagonal Cast Iron Test Weights (50 Pieces of 20 Kg Test Weight) at other Warehouses of the Corporation and not included in the current Tender Document on the same rates, terms and conditions upto one year from the date of issuance of work order and the same will be binding on the Second Part.

That if any dispute arises in between the Corporation and the Agency, the disputes will be amicably settled by the parties. If, however, the disputes so arises remain unsettled, the same will be referred to the Managing Director of West Bengal State Warehousing Corporation for arbitration. The Managing Director will appoint an arbitrator for settlement of dispute and the decision of the said arbitrator will be final and binding on both the parties.

IN WITNESSETH 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

OSD & E.O. Secretary, WBSWC

In the presence of

1. _____

Joint Director (Food), WBSWC.

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2. _____

General Manager (Administration), WBSWC.

SIGNED, SEALED AND DELIVERED By

Shri _____

Proprietor of the Agency (SECOND PART)

In the presence of

1. _____

2. _____

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

Sl. No.	Documents	Yes/ No
i	(a) Whether Affidavit as per Annexure-III has been uploaded in case the bidder is a Proprietorship Firm? (b) Whether certified copy of partnership deed has been uploaded in case the bidder is a Partnership Firm? (c) Whether Certified Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association; and in any other case certified copy of certificate of incorporation has been uploaded in case bidder is a Company (whether Private or Public)? (d) Whether Power of Attorney in favour of signatory(ies) duly attested by Notary has been uploaded as per Annexure-IV? (e) Whether copy of Affidavit duly attested by the Notary as per Annexure-VI has been uploaded certifying that the documents submitted along with the tender documents are under his knowledge and are authentic, genuine, copy of their original and no part of them is false, forged or fabricated? (f) Whether copy of Registration Certificate in case of a Co-operative Society/ LLP and copy of authority Letter/ power of attorney as may be applicable has been uploaded? (g) Whether copy of license issued by the Controller of Legal Metrology, Government of West Bengal as manufacturer, dealer, repairer of Weights and Measures has been uploaded.	
ii	Whether Income Tax Return of last 3 Assessment Years uploaded?	
iii	Whether self-declaration of financial solvency of Rs.75,000/- as per required format uploaded as per Annexure-VII?	
iv	Whether copy of GST Registration Certificate has been uploaded?	
v	Whether copy of PAN Card has been uploaded?	
vi	Whether copy of duly filled and signed scanned copies of Annexure I & II of tender have been uploaded?	
vii	Have you submitted rates in the rate bid schedule as per Annexure- XI?	

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viii	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?	
ix	Have you confirmed payment terms, if no, have you given alternative payment terms, if it is allowed in the bid document?	
x	Whether a self-certificate that the bidder is not blacklisted by any Central/State Govt./PSUs or Local Govt. Deptt./ Autonomous Body as on the date of application and is not debarred from participation in the tender process as per Annexure-VIII has been enclosed?	
xi	Whether Compliance to bid requirement as per Annexure-V submitted on the letter head of the bidder has been uploaded?	

Place:

(Signature and seal of the Bidder)

Date:

ANNEXURE-XI**PRICE BID****WEST BENGAL STATE WAREHOUSING CORPORATION****PRICE BID (B.O.Q.)**

SCHEDULE OF RATE FOR SUPPLYING OF SINGLE SET OF 1 TONNE CASTE IRON TEST WEIGHT (50 PIECES OF 20 KG EACH) FOR EACH WEIGHBRIDGE INSTALLED AT THE GODOWNS MENTIONED AT **SECTION-1 OF NIT**

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

Sl. No.	Name of the Work	Offered Rate (INR)
1	On-site Supplying of single set of 1 Tonne Hexagonal Cast Iron Test Weights (50 pieces of 20 kg each)	