



WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED

E-TENDER DOCUMENT

ECSC/SMT(Jute)/2017/281(Pt-III)/1232 dated: 17/01/2024

For appointment of Transport Contractor for movement of stock of Jute Bales for two (02) years from the date of Award of Contract (AOC).

Tender Document will be available on & from 18.01.2024 at 12:00 Noon.

in www.wbtenders.gov.in

: Closing date and time :

Submission of the Technical and Financial bid: on or before 08.02.2024 upto 12:00 noon (Online)

EARNEST MONEY can be deposited through online E-Tender portal.

Bank Details for Security Deposit

PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300, Beneficiary-WBECSC Ltd, A/C No-0093000109114712

Opening date and time:

Technical Bid: on 12/02/2024 at 12:00 Noon (**ONLINE**)

Financial Bid: on 16/02/2024 at 12:00 Noon (**ONLINE**)

Details of date and time schedule is provided with this tender document in Appendix 6

The Financial Offer of the prospective Bidders will be considered only if the Technical Aspects of such Bidders are found qualified by the authority of the Corporation. The decision of the Corporation will be final and binding upon in this regard.

Tender, comprising both technical and financial bids, are to be submitted concurrently, digitally signed and uploaded in the website: www.wbtenders.gov.in

Head Office: Khadya Bhawan, Block-B, 11a, Mirza Galib Street, Kolkata - 700 087.

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W.B.E.C.

(1) Introduction

The West Bengal Essential Commodities Supply Corporation Limited (WBECSC Ltd.) is a Government of West Bengal undertaking within the meaning of Companies Act 1956 which was incorporated by Government of West Bengal and is an autonomous body directly under the administrative control of Food & Supplies Department, dealing with diverse essential commodities including its procurement, storage and distribution.

WBECSC Ltd. has been entrusted by Food & Supplies department, Govt. of West Bengal Vide memo No.3178-FS/Sectt./4p-20/2017 dated-18.10.2017 to act as the State Procuring Agency for procurement of Jute bales through Jute Commission of India and subsequent transportation and storage of such procured Jute Bgas at designated godowns of different districts across the state of West Bengal for use in packing of Custom Milled Rice(CMR) for the respective KMSs.

To accomplish such entrusted job of Jute Bag procurement operation, WBECSC Ltd places indent through Jute Smart portal of JCO for procurement of Jute Bags through the office of JCO based on the district wise requirement/allotment breakup of Jute Bags shared from the Food & Supplies department. Subsequently, on receiving of requisite fund from WBECSC through ESCROW account, JCO issues PCSO mentioning Jute Mill wise allotment of Jute Bags meant for the delivery to the corresponding designated district jute godowns. On issuance of such PCSO, transportation work order is issued to the empanelled Transport Contractor of WBECSC for loading of Jute bags from concerned jute mill points and delivery of the same at designated district Jute godowns/delivery point within stipulated time. Since inception, WBECSC Ltd is doing transportation of Jute Bags at designated godown across West Bengal successfully through expert and professional transport agency till date.

However the tenure of engagement of the existing Transport Contractor for such Jute Bag procurement operation is going to expire very shortly. As such the Authority in WBECSC desires to select new Transport contractor for the said purpose afresh for **02(two) years tenure**. For this purpose this E-Tender is invited for selection of eligible Transport Contractor for Jute Bag operation under WBECSC.

(2) Instruction to Bidders and Eligibility Criteria

2.1 The Tender document is available and downloadable on the following website www.wbtenders.gov.in

2.2 Completeness of bids

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the E-Tender document carefully. Submission of bid shall be deemed to have done after careful study and examination of the E-Tender document with full understanding of its implications. The response to this E-Tender should be full and complete in all respects. Failure to furnish the information required mentioned in the E-Tender documents or submission of a proposal not substantially responsive to the E-Tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The E-Tender document is not transferable to any other bidder.

2.3 Pre Bid Meeting and clarification :

Prospective bidders in the tender may attend a Pre-Bid Meeting which will be held on **29/01/2024 at 03:00 P.M.** at Head Office of WBECSC Ltd. at 11-A, Mirza Ghalib Street, Kolkata 700 087 for any type of clarification regarding this E-Tender.

2.4) Deposition Of Earnest Money & Security Deposit

- a) Prospective bidders shall have to deposit an **Earnest Money of Rs. 10, 00,000/- (Rupees Ten lacs only)** through online E-Tender Portal. **The EMD will not carry any interest.**
- b) The deposited Earnest Money will not carry any interest. The Earnest money will be retained till issue of work order to the selected Transport Contractor(s). Thereafter, Earnest Money of Unsuccessful Bidders shall be refunded. Earnest Money of selected Transport Contractor(s) shall be refunded after receiving Security Deposit to be supported by the original Money Receipt.
- c) EMD may be forfeited:
 - i) If the selected bidder fails to deposit Security Deposit within stipulated period.
 - ii) If a bidder withdraws its bid during the period of bid validity.
 - iii) If the selected bidder fails to accept the Letter of Intent.
 - iv) If a bidder breaches the Terms and Condition of this tender.

d) **Refund of EMD :**

The EMD of all bidders save and except L1 shall be refunded automatically by the portal.

- e) The selected Transport Contractor(s) should furnish a **Security Deposit of 10 % of estimated contract value (i.e. Rs. 2,68,96,000 for 02 years)**, within a week from the date of acceptance of his tender, through RTGS/NEFT as per bank details mentioned in **Page-1**, the value of Security deposit will be mentioned in the Engagement letter and any prayer for conversion of previously deposited security deposit shall not be entertained. **The Security Deposit will not carry any interest.**

f) **Bid Validity**

The bid must be valid for 180 days from the last date of submission of the bid. However the WBECSC may extend this period subject to bidder's acceptance. The bidder should not quote any other date for the validity of the offer. Tenders quoting any other validity date are liable to be summarily rejected.

G) **Interpretation of the clauses in the tender documents:**

In case of any ambiguity in the interpretation of any of the clauses in tender documents, WBECSC's interpretations of the clauses shall be final and binding on the bidder. The decision taken by the WBECSC in the process of tender evaluation will be full and final.

h) Submission Of Tender:

- i) All appendices, attached with this Tender Document should be duly filled in and uploaded with digital signature in all pages. This is mandatory for considering any offer as valid.
- ii) Bidder must complete the questionnaires on standard proforma enclosed (**Appendix-1 to 4**) with this Tender Document. Bidders who are willing to take part in the process of **e-tendering** will have to be enrolled & registered with the Government e-Procurement system through logging into the website **www.wbtenders.gov.in** and to click on the link for e-tendering site as given on the web portal.
- iii) Each participant, for submission of tender, is required to obtain a Class-III Digital Signature Certificate (DSC) from the approved service provider of the National Information Centre (NIC) on payment of requisite amount, the details of which are available at the Website Guidelines to the Bidder. DSC is given as a USB e-Token

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- iv) Bidders can download Notice Inviting e-Tender (NIT) & Tender Documents by logging into the website mentioned above using the Digital Signature Certificate. **This is the only mode of collection of Tender Documents.**
 - v) Tenders are to be submitted online in the website in the specified folders – one for Technical Details & the other for Financial Bid, before the prescribed date & time (Appendix-6)using the Digital Signature Certificate (DSC).
 - vi) All appendices attached with this Tender Document *except Appendix-5 & 6* should be duly filled in with signature in all pages and are mandatory for considering any offer as valid.
 - vii) The tenders of those who do not qualify the eligibility criteria shall be rejected at any time during detailed scrutiny and evaluation stage, to be done later on.
 - viii) The financial rate of the bidder is to be submitted online only in the prescribed format (Appendix-5) of Commercial bid. Mention of rate anywhere else in the tender document shall make it liable to be rejected.
 - ix) Tender form downloaded in the name of the prospective bidder /firm alone should be used, otherwise it will be rejected.
 - x) The Financial bids of only Technically Qualified Bidders shall be opened.

Eligibility criteria and documents to be submitted in support

Eligibility Criteria	Documents to be provided
<p>The bidder must be a (i) Company within the meaning of Companies Act ,2013; or (ii) Limited Liability Partnership (“LLP”) registered under the Limited Liability Partnership Act,2008; or (iii) Partnership registered under the Partnership Act,1932; or (iv) a Proprietorship firm</p>	<p>For Company: Certificate of Incorporation, Memorandum of Association and Articles of Association PAN Card For LLP: Registration Certificate, LLP Agreement and Last. PAN Card For Partnership Firm: Registration Certificate and Partnership Deed. PAN Card For Proprietorship Firm: The Photo-identity proof and Address proof of the Proprietor. PAN Card</p>
<p>The bidders must have minimum 3 years experience in transportation job in Jute Bag Transportation in Government project.</p>	<p>Minimum three years (03) experience certificate or work order of any government concerned regarding jute bag transportation.</p>
<p>The Bidder must have average annual turnover in transportation job not less than 3 (three) crore/year for last three financial years (2020-21, 2021-22 & 2022-23)</p>	<p>i) Financial Statement of last Financial Year (2020-21, 2021-22 & 2022-23) duly audited by the Chartered Accountant. ii) A Certificate in this regard from Chartered Accountant to be submitted.</p>
<p>The Bidders must have valid GST Registration number.</p>	<p>Copy of valid GST certificate</p>
<p>The selected bidder should be capable of placing at least 60 trucks (at least of 50 bales carrying capacity for each truck) to transport 3000 bales of jute bags at a time on a given day.</p>	<p>Documentary evidence of ownership of truck or contract agreement with truck owner(s) should be submitted. List of 60 trucks with Registration number is to be uploaded by Bidders</p>
<p>The Bidder must have valid trade license for transportation issued by the competent authority.</p>	<p>Valid trade license issued by competent authority with nature of trade of transportation.</p>
<p>Income Tax return for three Financial Year (2020-21, 2021-22 & 2022-23).</p>	<p>Relevant document related to Income Tax return of FY 2020-21, 2021-22 & 2022-23</p>
<p>The bidders are to submit documentary evidences for deposit of EMD.</p>	<p>ID Transaction/UTR Number of NEFT/RTGS receipt.</p>
<p>The firms/ companies/ proprietorship who have been blacklisted/ a process of blacklisting is going on/ arbitration process is going on in any Govt. Departments/Agencies/PSUs/Autonomous Bodies, is/ are debarred from participating in the tender process even if they happen to deposit Earnest Money</p>	<p>Self declaration regarding no pending legal cases /no arbitration proceedings/ disputes against the firm/organization/company by any Transport Authorities or any Govt. Departments/ Agencies/PSUs/Autonomous Bodies, in the official letter head pad of the firm/company/organization, duly signed & stamped by the person eligible to do so. If any, arbitration or any legal cases is running or pending with WBECSC Ltd. against bidding firm/organization/company is/are not eligible for participation in Tender process.</p>

List of Documents to be uploaded along with tender

- 1) Self declaration regarding the name (in BLOCK letters), valid contact numbers, address and e-mail ID of the **Owner/Partner(s)/director(s)** of the organization/firm/company and that of the authorized representative(s) of the organization/firm/company as well, duly signed & stamped by the person eligible to do so, in the official letter head pad.
- 2) Specimen Signature of the bidder/ tenderer, with their name in BLOCK letters and that of the **authorized representative(s)** of the Firm/Organization/Company as well in the official letter head pad, duly signed & stamped by the person eligible to do so.
- 3) Self declaration regarding the name, designation, valid contact numbers & specimen signatures of the **office bearers** in the official letter head pad, duly signed & stamped by the person eligible to do so.
- 4) Self declaration regarding fleet of trucks owned by the firm/ company/organization & their carrying capacity (in M.T.) as well, in official letter head pad duly signed & stamped by the person eligible to do so.
- 5) Transporter should submit 05 number of truck documents which prove that the vehicles are roadworthy (Insurance certificate, Tax Certificate, Pollution certificate, Fitness certificate, etc).
- 6) Photocopy of Trade License issued in the name of Proprietorship concern, partnership firm and/or company as the case may be.
- 7) Photocopy of Certificate of Professional Tax with latest challan.
- 8) Self declaration cum undertaking regarding taking utmost care while transporting the Jute Bales from originating to destination points, & to bear the consequential losses arising out of any damage during transportation, in the official letter head pad, duly signed & Stamped, by the person eligible to do so.

(3) Project overview and Scope of Work

- 1) WBECSC Ltd places indent through Jute Smart portal of JCO for procurement of Jute Bags through the office of JCO based on the district wise requirement/allotment breakup of Jute Bags shared from the Food & Supplies department. Subsequently, on receiving of requisite fund from WBECSC through ESCROW account, JCO issues PCSO mentioning Jute Mill wise allotment of Jute Bags meant for the delivery to the corresponding designated district jute godowns. On issuance of such PCSO, transportation work order is issued to the empanelled Transport Contractor of WBECSC for loading of Jute bags from concerned jute mill points and delivery of the same at designated district Jute godowns/delivery point within stipulated time.
- 2) The Transport Contractor or his authorized representative shall issue requisite road challan / consignment note in triplicate at the time of loading of Jute bags in truck at Jute Mill point and for transportation of the loaded Jute Bales. The Transport Contractor or his authorized representative shall satisfy himself as to the number of bales and weight of Jute Bags loaded on the truck before preparation of the road challan as well before commencement of the journey.
- 3) The Transport Contractor shall have to place required no. of trucks with valid documents as per Motor Vehicles Acts and other relevant acts or rules in vogue, having carrying capacity of at least 50 bales of Jute Bags per truck at the loading points of concerned Jute Mills on receiving the work order for transportation from the Authority of WBECSC.
- 4) The Transport Contractor Shall have to issue road challans mentioning all relevant details of quantity of Jute bags loaded in the trucks, truck number, name and mobile number of the driver , route to be followed, date of loading , loading & unloading points so as to make the driver enable handing over the said road-challans to the authorized representative of WBECSC Ltd at the unloading points of designated district Jute godowns and get it counter signed after delivery of the allotted consignment. E-Way bill should be generated by the transporter before transportation of Jute Bags.
- 5) The transport Contractor should send daily report on quantity of jute bales transportation to the Authority of WBECSC as per the format as will be shared from time to time.
- 6) In the event of any diversion of route from the route originally specified for any reason whatsoever beyond the control of the Transport Contractor, the Transport Contractor shall seek permission from the WBECSC Ltd. Such permission must be obtained in writing, stating therein reasons for such diversion.

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- 7) In case of any diversion, as mentioned hereinabove, the distance actually covered along the diverted route shall have to be certified by the concerned Distance Certificate Issuing Authority.
 - 8) The Transport Contractor shall take all possible precautions to protect the Jute bags to be delivered from any sort of damages during the time of transportation and shall always cover the Jute Bales with tarpaulin sheets in as much as the transport agent shall take all efforts to protect pilferage, if any, during transportation. In this connection transit insurance of full value for the entire jute bags stock during transit are to be done by the Transport Contractor
 - 9) In the event of mechanical disorder arising in the truck while at the loading points or en-route, cost of transshipment if any, shall be borne by the Transport Contractor himself.
 - 10) No compensation shall be admissible to the Transport Contractor in respect of the detention of trucks in loading/unloading points or any other place(s) during transit.
 - 11) The loaded trucks will be unloaded on the same day in the receiving godown point if it arrives by 01.00 p.m., otherwise will be halted and cleared on the next working day. No unloading at godown points of the concerned destination Districts will take place on Sunday & Public Holidays.
 - 12) The transport contractor should start loading of Jute Bales within 24 hours from the date of receiving of order for such transportation subject to readiness of the concerned Jute Mill(s) for loading of allotted Jute bag Bales.
 - 13) After unloading of consignment of jute bales at district jute godowns, the authorized representative of the transporter shall obtain a certificate from the authorized representative of WBECSC, as to the quantity and quality of the consignment so received, on the body of the road challans.
 - 14) The transport contractor shall abide by all the instructions issued by the concerned authorities of WBECSC Ltd. and Food & Supplies Department as well, from time to time.
 - 15) In case of necessity, the First Party may extend the tenure of Contract period further upto 01 year beyond the stipulated initial period of engagement of 02(two) years as the Management may deem fit and proper.
 - 16) In case any interpretation and/or clarification of any clause and/or clauses of this Tender document are required to be made, interpretation given by the Managing Director of WBECSC shall be final and binding upon the parties.

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- 17) In case of any dispute and difference arising by and between the parties the same shall be referred to Arbitration which will be subject to the jurisdiction of the Courts at Kolkata only.
 - 18) Around 1.50 Lakh bales of Jute bags may have to be transported in a single year during the period of engagement subject to the actual allotment issued by the Department of Food & Supplies, Govt. of West Bengal corresponding to the supply plan of Govt. of India. Accordingly selected bidder should be capable of placing at least 60 trucks (at least of 50 bales carrying capacity for each truck) to transport 3000 bales of jute bags at a time on a given day.

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(4) Financial Model and Payment schedule

- 1) The Transport Contractor shall present his bill in triplicate and B2B format in the prescribed proforma to the WBECSC in physical mode along with following documents:
 - i) Road Challan/ Consignment Note in Original (Transporter Copy) bearing the certification on the same in regard to the receipt of consignment by representative of WBECSC Ltd. at the unloading points as stated herein.
 - ii) Copy of CRC countersigned by representative posted at Head quarter of WBECSC Ltd.,
 - iii) Copy of the Transport work order issued by the WBECSC for the respective allocation month.
 - iv) Copy of the Distance Certificate issued by concerned RTO/ DCF&S/Executive Engineer (PWD)/ District Engineer Zilla Parishad of the originating or destination district or General Manager (Finance) of WBECSC Ltd.
 - v) Copy of the proof regarding uploading of GST component in the concerned GST portal.
 - vi) Copy of the invoice issued by the Jute Mill for against the respective PCSO.
- 2) The Transport Contractor will be paid the admissible transport bill after deduction of TDS by WBECSC Ltd. tentatively within 01(one) month from the date of receipt of such bill with required documents and necessary certification thereon of respective Authority
- 3) Payment of transportation charges to the transport contractor will be made on the basis of distance certificate issued by the concerned RTO/ DCF&S/Executive Engineer (PWD)/ District Engineer Zilla Parishad of the originating or destination district or General Manager (Finance) of WBECSC Ltd.
- 4) The Transport Contractor will be paid the transport charge according to the rates to be accepted by the competent authority of the WBECSC Ltd.
- 5) The Authority of WBECSC may implement online billing module for payment of such transportation charges in future if the management deems fit in proper. Selected bidder will have to raise bill through such module accordingly as per the terms or requirement of such billing module.

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(5) Contract Terms and Conditions

(5.1) Agreement:

The successful bidder shall execute an Agreement in the prescribed form on a non-Judicial stamp paper of value as per law after depositing the Security Deposit Amount, within 07 (seven) days from the date of receipt of the communication of acceptance of the Tender. In the event of failure to execute the agreement, the Earnest Money Deposit shall be forfeited. In addition, the Bidder will be treated as having committed breach of contract and will be liable to pay damages to the Corporation for such breach of contract, besides being black listed. Further, WBECSC Ltd reserves the right to collect the consequential loss, if any, sustained by them on account of re-tender, from the bidder and the bidder is bound to pay the same on demand.

The contract will be governed by the laws of India for the time being in force and all legal proceeding arising out of this Tender document shall be subjected to the exclusive Jurisdiction of the Courts of Kolkata only.

In the event of any dispute or difference of opinion or difficulty arising out this Tender document regarding any stipulation therein or in respect of any matter relating thereto, the same shall be settled between the parties amicably failing which either party will be at liberty to refer the matter to the competent court of law within the jurisdiction of Kolkata for proper adjudication of the matter.

(5.2) Amendment of tender document:

At any time prior to the deadline for submission of bids, the WBECSC Ltd. for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid document by Amendment. Any such communication shall be posted on website and bidders are requested to visit www.wbtenders.gov.in and www.wbecscegovernance.com.

(5.3)

- I. The Transport Contractor should deliver the indented quantity of Jute Bales at the door step of the designated termination/unloading points of the districts concerned and ensure proper signing & certifying on the body of necessary challans by the competent authorities at the designated termination/unloading points.
- II. At the time of loading, transportation & delivery, if there is any shortage/damage detected, that will be sorted out by the representative of the Transport Contactor .
- III. The Managing Director, WBECSC Ltd., also reserves the right to recover any dues from the successful tenderer, which is found, on a later date. Accordingly, the bidder is liable to pay such dues to the Corporation immediately on demand.

(5.4) Penalty Provisions

- a) If a selected transport contractor fails to complete delivery as per work order/indent, their Security Deposit remains liable to be forfeited. Besides, WBECSC Ltd. shall be entitled to recover consequential loss, if any, sustained by the Corporation from the bidder due to the short supply/delivery, irregular supply & untimely supply Jute Bales, or missing of some jute bags from the jute bales, or quantity damaged, owing to non-covering of the same while transporting or any accident occurred, or in other manner what so ever.
- b) In case of non-deposition of Security Deposit within stipulated time and unwillingness after selection as transportation contactor, EMD so deposited will be forfeited.
- c) Any supply /delivery affected beyond valid indented period will be treated as illegal. Delivery should be completed within 03 days from the date of lifting of Jute bags from jute mill point for covering upto 300 KMs and within 10 days beyond 300 KMs. In the event of failure to complete delivery of the bags after lifting from Jute Mills within the aforesaid stipulated period without any reasonable ground, a penalty of Rs. 1000/- per day per truck shall be imposed for each day of delaying delivery. The penalty amount will be adjusted against the claim bill of the concerned transporter in due course.
- d) The Transport Contractor shall not be allowed any transit Loss for transportation and movement of Jute bales and in the event of any shortage either in number of bales or bags or any damage of bags, penalties shall be imposed in the manner stated below.

In the event of any shortage in number of bales or bags, or damage, the Transport Contractor shall be liable to pay a penalty to the tune of 03 (three) times the value of such bale or bag found short or damaged, which will be calculated on the basis of cost of procurement including the incidentals.

(5.5) Arbitrations

Save and except the specific provisions contained herein above, 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 in the contract) shall be referred to the sole arbitration of any person appointed by the Managing Director, WBECSC LTD. There will be no objection to any such appointment that the person appointed is or was an employee of the State Government. 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, dying or being unable to act for any reason, the Managing Director, WBECSC Ltd. at the time of such transfer, vacation or office, death or inability to act, shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed as aforesaid shall act as Arbitrator and if for any reason that is not possible that matter is not to be referred to Arbitration at all.

Provided further that any demand for Arbitration in respect of any claim(s) of the Transport Contractors under the contract shall be in writing and made within one year of the date of completion (expiry of the period) of the contract, or from the date of termination of contract, if it is terminated earlier and where such demand is not made within that period, the claim(s) of the Transport Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the contract in respect of those claims. The venue of Arbitration shall be Kolkata and the language shall be in English. The Awarded parties by the arbitrator shall be final and binding upon the parties hereto. **Remuneration of the Arbitrator will be borne equally by Two Parties as per existing norms.**

(5.6) GENERAL:

- I. It is not binding on the part of the Managing Director, WBECSC Ltd., to accept the lowest tender or any tender and he reserves the right to reject or accept all or any tender fully or partly, without assigning any reason thereof. The Managing Director also reserves the right to accept one or more Bids at L1 rate.
- II. The Managing Director reserves the right to relax or waive or amend any of the tender conditions and to reject the tender if any of the conditions enumerated in the tender conditions are violated.
- III. The Transport Contractor shall have to do transit insurance of full value for the entire jute bags stock during transit.

- IV. The bidders should submit documents regarding credential, financial capability and trucks owned by him/ under his disposal, experience in the work of transportation in their official letter head apart from mentioning the same in appendix-4.
- V. The firms/ companies/ proprietorship who have been blacklisted/ a process of blacklisting is going on/ arbitration process is going on in any Govt. Departments/ Agencies/PSUs/Autonomous Bodies, is/ are debarred from participating in the tender process even if they happen to deposit Earnest Money.
- VI. Conditional Tenders shall not be accepted and will be summarily rejected.
- VII. The decision of West Bengal Essential Commodities Supply Corporation Ltd. after evaluation of the documentary evidences the eligibility of bidder shall be final.
- VIII. WBECSC Ltd. reserves the right to reject any/all tender without assigning any reason thereof and the same should not be questioned, whatsoever.
- IX. Either party shall give to other party immediate information of any change of address and/or contact numbers within 48 (forty eight) hours of any such changes.
- X. Any notice to be served by either party on the other, on the other, shall be send by Registered Post with Acknowledgement Due or through any recognized Courier Agency at the address mentioned in the Agreement of the respective party hereinabove and shall be deemed to have been received by the addressee within reasonable time of 07 (Seven) days.
- XI. The failure by either party to enforce at any time any one or more of the terms and conditions shall not be deemed to be a waiver of the said terms and conditions and either party shall have the right at any time during the term to subsequently enforce all or any of the said terms and conditions.


Managing Director
W.B.E.C.S.C. Ltd.

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(6) Appendix-1

Offer

Full name and postal address of the Bidder in addition to post Box No., if any, should be quoted in all communication to this office

Bidder's
Telegraphic Address/Telephone/
Mobile Nos. /FAX No. & E-mail.D

From:

TENDER FORM NO. -----

Dear Sir,

1. In continuation of my/our above tender, I/ we submit herewith the price offer at Appendix – 5 for transportation & delivery of **Jute Bales** as per work order of WBECSC Ltd.
2. I/We agree to abide by the terms and conditions stipulated by the WBECSC Ltd. and also agree to supply the entire ordered quantity at the rates quoted by me/ us as per Appendix-7. The rate quoted and approved by the WBECSC Ltd. in this tender will be valid for 02 (two) years from the date of acceptance of offer, which may be further extended, if deemed necessary by the relevant Authority.
3. I/We have thoroughly examined and understood the eligibility criteria, the instructions to tenderers, terms and conditions of the contract & list of documents to be uploaded and agree to abide by them. I/We offer to work at the rate(s) per 50 bales per KM, inclusive of all expenses, according to the following slabs:-
 a) For any distance upto 1st 8 KM (Lump Sum), b) For any distance beyond 8 KM upto 20 KM, c) For any distance beyond 20 KM upto 40 KM D) For any distance beyond 40 KM upto 60 KM, e) For any distance beyond 60 KM upto 100 KM, f) For any distance beyond 100 KM upto 120 KM and g) For any distance beyond 120 KM.
4. I/We hereby declare that the entries made in the tender and appendices (attached) therein are true, failing which the same may be summarily rejected, at any stage, or time later on.

Yours faithfully

FULL SIGNATURE OF BIDDER

Name (in BLOCK Letters)-----

Contact no.-----

1151

Email I.D.-----

DATED/...../2023

ADDRESS-----

FULL SIGNATURE OF WITNESS

Name (in BLOCK Letters)-----

Contact no.-----

Email I.D. -----

DATED/...../2023

ADDRESS-----

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(7) Appendix-2

Questionnaire about Bidder

1. Name of the Firm/Company/Organization _____

2. (i) Full postal registered address of the Firm/Company/Organization _____

Valid Contact No. _____

Email ID:- _____

(ii) Local Address _____

Valid Contact No. _____

3. Name of the authorized person (in BLOCK) _____

Contact No. _____

Email I.D.:- _____

4. GSTIN:

5. Whether firm is registered (in case of Partnership firm) YES NO

6. Registered under the Companies Act (in case of Company) YES NO

7. Whether authorization letter duly authorizing the person to attend the Tender / Negotiation enclosed. YES NO

8. The date of commencement of the Firm/ Company/Organization:-/...../.....
DD / MM / YYYY

9. Whether they have transportation network in West Bengal. YES NO

10. Have you enclosed required Earnest Money YES NO

11. Whether Blacklisted by WBECSC Ltd. or in any other Govt. Organization/ Undertaking. YES NO

12. Whether all the self declarations as stated under list of documents and eligibility criteria are enclosed herewith. YES NO

13. Whether the photo copies of all the documents required, duly self authenticated/ attested by you, as stated in page-07 & 08, are enclosed herewith. YES NO

14. Whether, the bidder possess minimum 3 years Experience in transportation job in government project. YES NO

15. The Bidder must have average annual turnover in transportation job not less than 3 (three) crore/year for last three financial years (2020-21, 2021-22 & 2022-23)

 YES NO

16. Whether, the bidder has uploaded the copy of Income Tax Return for last 3 financial (2020-21, 2021-22 & 2022-23) duly self attested.

 YES NO

17. Whether, the GST registration number bidder must be submitted by each bidder.

 YES NO

18. Whether, the bidder has the capacity to transport atleast 3000 Jute Bales (60 truck) at a time throughout West Bengal documentary evidence of ownership of truck or contract with truck owner should be submitted.

 YES NO

19. Whether, the bidder has submitted documentary evidence i.e. ID Transaction/UTR Number of NEFT/RTGS receipt for deposit of EMD.

 YES NO

20. Whether, the Bidder has submitted valid license for Transportation from the competent authority.

 YES NO

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(8) Appendix 3

Performance Statement

a. Financial Statement for Last 3 years (Enclose documents duly authenticated/certified by Chartered Accountant under his seal & signature):-

SL. No	Name of Firm/Company/Organization	Financial Year	Turnover in Crores (Rs.)
		2020-21	
		2021-22	
		2022-23	

b. Name of Bank & its Branch, where you are holding A/c _____
 A/c No. _____ IFSC Code:- _____
 Contact No. of the Bank:- _____
 Balance (Rs) as on/...../2024:- Rs.....
 Monthly average balance maintained in the Bank A/c for the last 12 Months:- Rs.....

c. Auditors' Report:- 2020-21 F.Y.:-
 2021-22 F.Y.:-
 2022-23 F.Y.:-

d. Copy of Income Tax Return (given):- 2020-21:- YES/NO
 2021-22:- YES/NO
 2022-23:- YES/NO

N.B. I) The decision of the Management of W.B.E.C.S.C. Ltd. on assessment of your past performance will be FINAL.

Signature of Bidder-----

Name in BLOCK letters -----

Capacity in which:
Tender is signed -----
(Designation & Seal)

Contact Nos. -----

Email I.D. -----

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(9) Appendix- 4

Technical Details

1. Name of the item to be transported:- **Jute Bale.**
2. Capacity of truck to carry 50 Jute Bales in one spell) :-

SL No.	Tender Terms and Conditions	Complied	Not Complied
1.	Details of Fleet to supply 3000 Jute bales per month		
2.	Earnest money of Rs. 10,00,000/- furnished by NEFT/ RTGS through online		
3.	Financial Statement of last three financial year (2020-21, 2021-22 & 2022-23) duly audited.		
4.	Details of experience in transportation and delivery of Jute Bags in Govt. / Govt. aided concerns		
5.	All the required Documents as per Page- 07 & 08 submitted		
6.	Income Tax Return for financial (2020-21, 2021-22 & 2022-23)		
7.	All the Appendices from 1 to 4 enclosed		

Signature of Bidder-----

Name in BLOCK letters -----

Contact No.

Email I.D.

Capacity in which:
Tender is signed -----
(Designation)

Seal of the Firm/Company/Organization:
.....

Proforma for Commercial Bid

[Please do not mention any rate here, rate needs to be filled online & uploaded in the specified folder only.]

ECSC/SMT(Jute)/2017/281(Pt-III)/1232-dated: 17/01/2024

Rate for transporting Jute Bales in district designated godown including unloading (excluding GST), according to the following

The transportation of Jute Bales has to be carried out in the following 07 slabs and a bidder to quote his rate only for 1st slab. Before quote rate at 1st slab bidder should be check the rate at remaining slabs which will be determined automatically. The Financial structure and slabs are being taken from Government Order for transportation rebate allowed by Food & Supplies Department vide order No: 303-FS/Seect./Food/4P-13/2009 (Pt-IV) Date: 22/01/.2019.

Sl. No.	Distance from jute mill to district godown/delivery point	Transport rate for 50 bales (one truck)
1)	For any distance upto 1st 8 KM (Lump Sum)	X (to be quoted)
2)	For any distance beyond 8 KM upto 20 KM	X+ ₹ 174 only per KM subject to maximum of ₹ 1740
3)	For any distance beyond 20 KM upto 40 KM	X+ ₹ 1740+ ₹ 156.60 only per KM subject to maximum of ₹ 2088
4)	For any distance beyond 40 KM upto 60 KM	X+ ₹ 3828+ ₹ 113.10 only per KM subject to maximum of ₹ 870
5)	For any distance beyond 60 KM upto 100 KM	X+ ₹ 4698+ ₹ 95.70 only per KM subject to maximum of ₹ 3480
6)	For any distance beyond 100 KM upto 120 KM	X+ ₹ 8178+ ₹ 87 only per KM subject to maximum of ₹ 870
7)	For any distance beyond 120 KM	X+ ₹ 9048+ ₹ 34.80 only per KM

Signature of Bidder:-

Name in Block Letters:-

Contact Nos:-

Email ID:-

Capacity in which:
Tender is signed

Seal of the Firm/Company/Organization:


(11) Appendix- 6

DATE and TIME schedule for the

ECSC/SMT(Jute)/2017/281(Pt-III)/ 1232 dated: 17/01/2024

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents by WBECSC Ltd. (online) (Publishing Date)	18/01/2024 at 12:00 Noon
2	Documents downloading by prospective bidders (Online) (Opening)	18/01/2024 at 12:00 Noon
3	Date of Pre-bid meeting	29/01/2024 at 03:00 P.M.
4	Closure of online Documents downloading	08/02/2024 at 12:00 Noon
5	Bid submission starting date (Online)	18/01/2024 at 12:00 Noon
6	Online Bid submission (both technical & financial) closing date & time	08/02/2024 at 12:00 Noon
7	Last date of submission of NEFT/RTGS for Earnest Money	08/02/2024 at 12:00 Noon
8	Opening date for Technical Bid (Online)	12/02/2024 at 12:00 Noon
9	Date of opening of Financial Bids (Online)	16/02/2024 at 12:00 Noon
10	Date of uploading details of lowest bidder(s) along with his rates (online).	19/02/2024 at 12:00 Noon

Thanks, for complying with all the previous pages.


Managing Director
W.B.E.C.S.C. Ltd.

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AGREEMENT COPY

THIS AGREEMENT is made on this the

BETWEEN

WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LTD., a Government of West Bengal undertaking, having its Head Office at 11-A, Mirza Ghalib Street, Kolkata – 700087, West Bengal hereinafter referred to as “WBECSC Ltd.”, which expression shall unless it be repugnant to the subject or context or meaning hereof and include its successors-in-interest, executors, administrators and assigns and shall also include an officer not below the rank of General Manager of the **FIRST PART**

AND

....., being proprietor of the said organization, hereinafter referred to as “Transport Agent” which expression shall, unless repugnant to the subject or context of meaning thereof be deemed to include its successors in office, executors, administrators and assigns, of the **SECOND PART**,

AND

WHEREAS WBECSC Ltd. hereby appoints the Transport Agent on the Terms & Conditions herein contained to move the procured jute bales/bags within the district or from one district to another for the KMS and the terms shall take effect from and will be valid up to Payment of transportation charges to the Transport Agent will be made on the basis of distance certificate issued by the RTO/PWD/DCF&S/Executive Engineer/Zilla Parishad of originating and /or terminating Districts or Distance certificates issued by General Manager (Finance), WBECSC Ltd. on the basis of Google Maps.

- 1) Any word or expression or any capitalized term used in this agreement shall, unless otherwise specifically defined this Agreement, have the same meanings as are respectively assigned to them in the Tender.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement and shall be binding on the Bidder:-
 - i) Notice Inviting e-tender (e-NIT) being serial No: 01 of the Tender Document;

- ii) Instruction to Bidders (ITB) being Serial No: 02 of the Tender Document;
- iii) Project Overview and Scope of Work (Scope of Work) being Serial No: 03 of Tender Document;
- iv) Appendix 01 to 06 being Serial No: 6 to Serial No: 11 of the Tender Document;
- v) General Conditions of Contract (GCC) being Serial No: 05 of the Tender Document;
- vi) Bid submitted by the bidder comprising the Technical Proposal and the Financial Proposal;
- vii) Pre-Bid Meeting to be held onin respect of clarifications to the queries raised by the bidder (if applicable)
- viii) Addendum/Corrigendum dated.....issued by WBECSC Ltd.
- ix) Notification of Award dated bearing No.....issued by WBECSC Ltd. to the Transport Contractor;
- x) Any other letter or communication exchanged between the WBECSC Ltd. and the Transport Contractor during the Term and Annual Renewal(s), as may be applicable;

- 3) The transport charges will be paid to Transport Agent according to the rate chart of Schedule of rate for transportation as list annexed (Annexure-I) to this agreement within the stipulated time if the documents are found to be in proper form.
- 4) At the time of loading, Delivery Challan will be issued by concerned Jute Mill indicating quantity of Jute Bags handed over to the Transport Agent. The Transport Agent or his authorized representative will receive the Delivery Challan mentioning the quantity of Jute Bales received and that such quantity is received by them in good condition. The Transport Agent will satisfy himself as to quality and quantity of bags/bales of Jute loaded on the truck before preparation of Road Challan.
- 5) The Transport Agent or his authorized representative will then issue proper Road Challan in quadruplicate indicating herein the quantity of Jute Bales loaded in the truck, truck number, name & contact number of Driver, and unloading point.
- 6) The Transport Agent will hand over 03 (three) copies of the Road Challan and 02 (Two) copies of the Delivery Challan issued by the Jute Mill and duly received by them to the Driver of the truck so as to make him enable handing over two copies of the said Road Challan and One copy of the Delivery Challan to the District Manager, WBECSC Ltd. or his authorized representative at the time of unloading. One copy of Road Challan will then be countersigned by the District Manager, WBECSC Ltd. or his authorized representative and returned back to the Transport Agent or his authorized representative.
- 7) Distance certificate issued by RTO/PWD/DCF&S/Executive Engineer/Zilla Parishad of originating and /or terminating Districts or Distance certificates issued by General Manager (Finance), WBECSC Ltd. on the basis of Google Maps, clearly mentioning distance between loading point and unloading point is to be submitted by the Transport Agent at the time of submission of bills. In case of any diversion of route from that mentioned in Road Challan (from one district to another), necessary

order of such diversion issued by Authorities of WBECSC Ltd. is to be submitted by Transport Agent. The diversion route may be certified by the District Manager with reason for such diversion to be recorded in writing.

- 8) The Transport Agent shall take all possible precautions to protect the jute bags from any sort of damages during the time of transportation and shall always cover the jute bags with tarpaulin sheets in as much as the Transport Agent will take all efforts to protect pilferage if any, during transportation.
- 9) In the event of mechanical disorder arising in the truck while at the loading points or in route, cost of transportation, if any, shall be borne by the Transport Agent himself.
- 10) After unloading, the Driver of the truck shall obtain an acknowledgement on the Road Challan from District Manager and/or his authorized representative as to the receipt of the consignment.
- 11) A) The Transport Agent will submit his bill in the WBECSC in prescribed format as given in Annexure-II along with Original Consignee Receipt & Certificate (CRC) duly signed by the authorized representative of the District Manager, WBECSC Ltd., at the unloading point, one original copy of relevant Consignment Note, Movement Order issued by WBECSC Ltd. distance certificate signed/certified by, RTO/PWD/DCF&S/Executive Engineer/Zilla Parishad of originating and /or terminating Districts or Distance certificates issued by General Manager (Finance), WBECSC Ltd. on the basis of Google Maps, Cancel Cheque , GST upload copy of concern bill and Copy of Tax Invoice of Jute Bales.
 B) The Transport Agent shall deliver the Jute Bales to the designated district godowns at the transportation rates accepted by the WBECSC Ltd. In case of transportation of Jute Bales of higher and/or lower quantum, the proportionate transportation rates for carrying & delivering 50 Jute Bales in the truck will applicable.
- 12) The Transport Agent will be paid the transport bill after deduction of usual Income Tax and other taxes as the case may be by the WBECSC Ltd, within four weeks from the date of receipt of the bill by the Corporation, provided if the bill so submitted is in order and subject to satisfactory completion of the work according to the terms and conditions of the tender.

TENURE

- 13) The Agreement shall remain valid upto

TERMINATION

- 14) WBECSC Ltd. may at any point of time during the tenure of the Agreement reserves the right to cancel and /or terminate and /or rescind the contract by giving a notice period of 07 (seven) days assigning the reasons for such termination.

15) **SECURITY DEPOSIT**

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Security Deposit amounting to 10% of Tender value has to be deposited by the second party in favour of the first party through RTGS/NEFT . The same will bear no interest and will be refunded on successful completion of the work as per agreement clause herein mentioned above.

16) **PENAL PROVISIONS**

- i) In case of non-deposition of Security Deposit by the Transport Agent within Four weeks from the date of issuance of engagement letter, their EMD is liable to be forfeited and they are liable to be blacklisted by the Corporation.

- ii) If the Transport Agent refuses or fails to perform the work of delivery as per work order/indent within the stipulated period of time, their Security Deposit remains liable to be forfeited. Besides, WBECSC Ltd. shall be entitled to recover the consequential loss, if any, sustained by the Corporation from the Transport Agent if it is found that transportation performed by some other Transport Agent (s). Loss will be recovered by WBECSC Ltd. from the Agent for missing of jute bags from the jute bales, quantity damaged or quality hampered owing to non-covering of the same while transporting or for occurrence of accident or any kind of damage in any other manner as per the following provision.

Transportation caused beyond valid indented period will be treated as illegal and penal action shall be taken against the Transport Agent which may include blacklisting. Delivery should be completed within 03 days from the date of lifting of Jute bags from Jute mill point for covering upto 300 KMs and within in 10 days beyond 300 KMs. In the event of failure to complete delivery of the bags after lifting from Jute Mills within the aforesaid stipulated period without any reasonable ground, a penalty amount of Rs. 1000/- per day per truck shall be imposed for each day of delaying delivery. The penalty amount will be adjusted against the claim bill of the concerned transporter in due course. In case of any delay in schedule time of loading (i.e. beyond 24 Hrs) from the concerned Jute Mills, a penalty of Rs. 1000/- per day for each day of delay, beyond 24 hours will be charged and same will adjusted against a claim bill of the transport contractor.

The Corporation also reserves the right to Blacklist the selected Transport Agent in such case if such incidence of mismanagement appear to be intentional or due to their carelessness.

- 17) That the rate so quoted by the Transport Agent for the contract period being **02 (Two) years** will remain valid as per the Tender, irrespective of increase /decrease/ fluctuations in market price with regard to incidental costs such as fuel price increase, GST, labour charges, Tax imposed by the Govt. The WBECSC Ltd. will not entertain any complaint regarding escalation incurred / to be incurred with regard to incidental costs by the Second party.

18) That the Transport Agent shall indemnify WBECSC Ltd for any loss suffered by the WBECSC Ltd for lack of diligence and non-performance of any act by the Transport Agent thereby causing undue hardship as a result thereto.

19) MISCELLANEOUS:

- (a) Either party shall give to other party immediate information of any change of address and/or contact numbers within 48 (forty eight) hours of any such changes.
- (b) Any notice to be served by either party on the other, shall be sent by Registered Post with Acknowledgement Due or through any recognized Courier Agency at the address mentioned in the Agreement of the respective party hereinabove and shall be deemed to have been served upon the addressee after 7 (seven) days from the date of issue.
- (c) The failure by either party to enforce at any time any one or more of the terms and conditions of this Agreement shall not be deemed to be a waiver of the said terms and conditions and either party shall have the right at any time during the term of this Agreement to subsequently enforce all or any of the said terms and conditions.
- (d) Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the parties hereto.
- (e) This Agreement shall be executed in two Originals, one of which shall be kept by the WBECSC Ltd. and the other by the Transport Agent.

20) ARBITRATION

- (a) In case of any dispute and differences arising by and between the parties the same shall be referred to Arbitration which will be subject to the jurisdiction of the Courts at Kolkata only.
 - (b) This Agreement shall be construed in accordance to the laws of India and all legal proceedings arising out of this Agreement shall be subjected to the exclusive jurisdiction of the Courts at Kolkata only.
- 21) (a) That in the event of any dispute or difference of opinion or difficulty arising out of this agreement regarding the execution thereof or any stipulation therein or in respect of any matter relating to this agreement, the same shall be settled between the parties amicably failing which either party will be at liberty to refer the matter to the competent court of law within the jurisdiction of Kolkata for proper adjudication of the matter.
- (b) If any dispute arises on aspects not covered by the terms of this Agreement or the rights, duties or liabilities of the parties hereto, such dispute shall be referred to a mutually agreed Arbitrator or as decided by Managing Director, WBECSC Ltd. in case of such disagreement.

(c) It is agreed that in the event of such dispute either party hereto may demand in writing that Arbitration proceedings would commence within 14 days from the date of notice with details of dispute and details of the Arbitrator named by the demanding Arbitration.

(d) The provisions of the Arbitration and Conciliation Act 1996 so far as applicable shall apply to the reference to Arbitration.

(e) The Arbitration agreement shall not abate upon the breach or setting aside of the forgoing Agreement.

- 22) That neither of the parties shall be liable for any loss or damages for failure to comply with any of the clauses or this Agreement on account of natural calamities and due to **FORCE MAJEURE** conditions like war, riot, strike, flood, earthquake and cyclone etc.
- 23) In case of necessity the parties to this agreement may re-enter into further agreement for such period not exceeding one year on such terms and conditions as the Management may deem fit and proper and as agreed by and between the parties.
- 24) In case any interpretation and / or clarification of any clause and / or clauses of this Agreement are required to be made, interpretation given by the Managing Director, WBECSC Ltd. shall be final and binding upon the parties.

W.B.E.C.S.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on theday.....month andyear first hereinabove written.

SIGNED SEALED AND DELIVERED by the within named **FIRST PARTY** in the presence of:

WITNESS

- 1. Name :
- Occupation:
- Address:

- 2. Name :
- Occupation:
- Address:

.....

WBECSC Ltd.

SIGNED SEALED AND DELIVERED by the within named **SECOND PARTY** in the presence of:

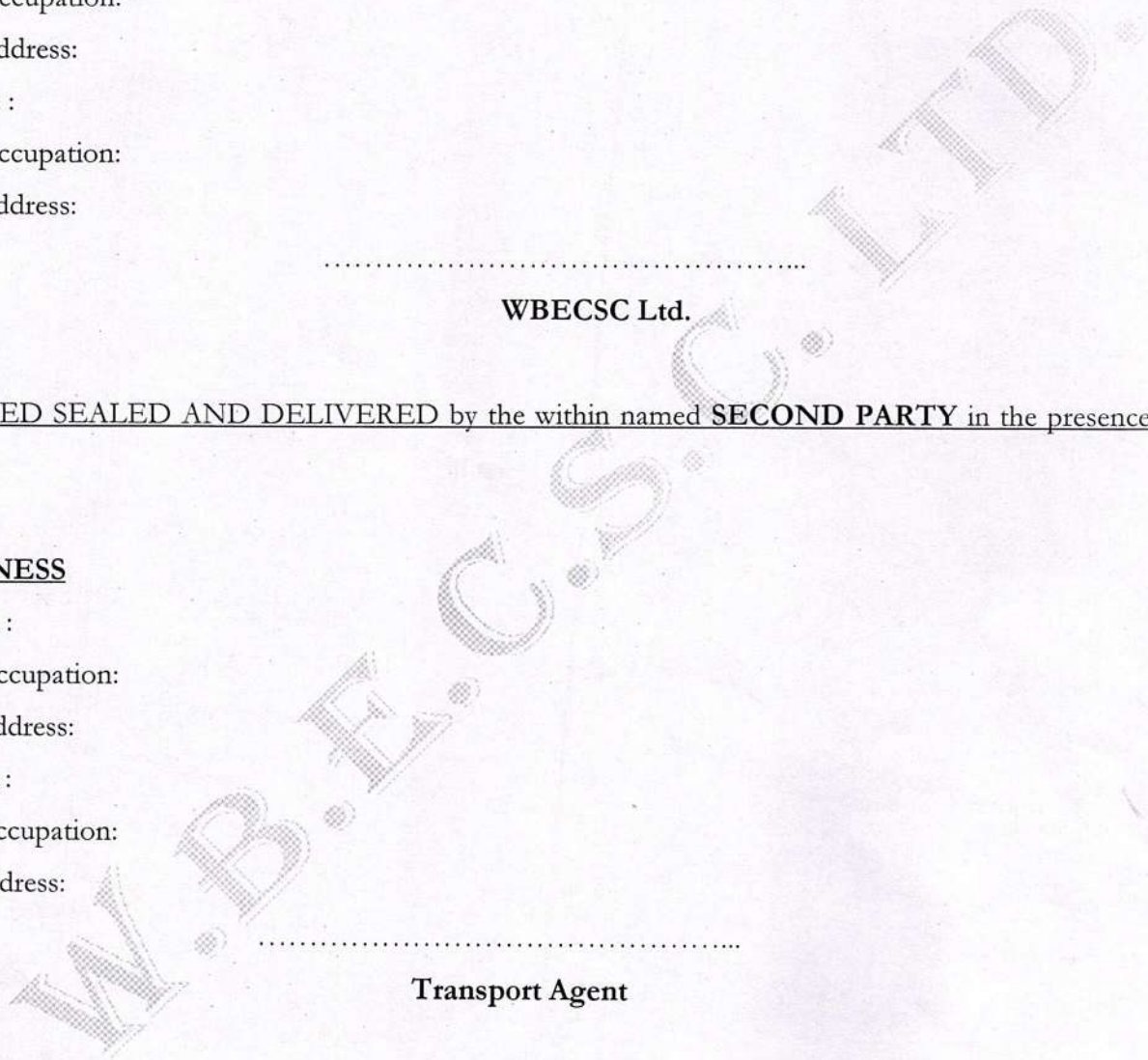
WITNESS

- 1. Name :
- Occupation:
- Address:

- 2. Name :
- Occupation:
- Address:

.....

Transport Agent



The transport charges will be paid to Transport Agent according to the rate chart of Schedule- list annexed (Annexure-I) to this agreement within the stipulated time if the documents are found to be in proper form.

Rates of Transporting 50 Jute Bales, including unloading (excluding GST) .

Schedule of Rates for Transportation of procured Jute Bags (excluding GST) for the

Annexure-I

Sl. No.	Distance from jute mill to district godown/delivery point	Transport rate for 50 bales (one truck)
1)	For any distance upto 1st 8 KM (Lump Sum)	X (to be quoted)
2)	For any distance beyond 8 KM upto 20 KM	X+ ₹ 174 only per KM subject to maximum of ₹ 1740
3)	For any distance beyond 20 KM upto 40 KM	X+ ₹ 1740+ ₹ 156.60 only per KM subject to maximum of ₹ 2088
4)	For any distance beyond 40 KM upto 60 KM	X+ ₹ 3828+ ₹ 113.10 only per KM subject to maximum of ₹ 870
5)	For any distance beyond 60 KM upto 100 KM	X+ ₹ 4698+ ₹ 95.70 only per KM subject to maximum of ₹ 3480
6)	For any distance beyond 100 KM upto 120 KM	X+ ₹ 8178+ ₹ 87 only per KM subject to maximum of ₹ 870
7)	For any distance beyond 120 KM	X+ ₹ 9048+ ₹ 34.80 only per KM

Witnessed, signed, sealed and delivered by :-

.....
For and on behalf of the Managing Director

WBECSC Ltd.

.....
For and on behalf of Transport Agent