



भारतीय पटसन निगम लिमिटेड

(भारत सरकार की संस्था)



The Jute Corporation of India Limited
(A Government of India Enterprise)

आईएसओ 9001:2015 प्रमाणित कंपनी / An ISO 9001:2015 Certified Company
Regional Lead DPC, Sadar Road, Near Fency Market
Forbesganj (Araria), PIN Code: - 854 318
सी.आई.एन./C.I.N.:U17232WB1971GOI027958

NOTICE INVITING TENDER

Tender no.	<u>Tender No. JCI/RLD-FBJ/Transport/2021-2022/01/</u> <u>Dated: 26/08/2021</u> Date : 26.08.2021
Subject	INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS FOR ENGAGEMENT OF ROAD TRANSPORT CONTRACTOR
Last date & time of submission of tender	09.09.2021 at 14:00 Hrs
Date & time of opening of technical bid	09.09.2021 at 15:00 Hrs
Earnest Money Deposit – in the form DD	Rupees Eighteen Thousand only (Rs. 50,000/-)
Tender Fee – in the form of DD	Rupees two hundred only Only. (Rs. 500/-)

Date: 26/08/2021

THE TENDER FORMAT IS ISSUED IN DUPLICATE
(ONE COPY SHALL BE RETAINED BY THE TENDER)

Receipt No. _____ dated _____
Cost Rs.500/- plus taxes if any (Rupees _____ in words)

**THE JUTE CORPORATION OF INDIA LIMITED
REGIONAL OFFICE FORBESGANJ RLD, FORBESGANJ**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS FOR ENGAGEMENT OF ROAD
TRANSPORT CONTRACTOR**

- A. Last date for receipt of tender: - up to 2 pm on 09/09/2021.
- B. Date of Opening of Technical Bid: - 3 pm on 09/09/2021.
- C. The tender will remain valid for acceptance within 90 days from the date of opening of the tender. The Regional Manager may, at his discretion, extend this day by 30 days and such extension shall be binding on the tenderers.

Note: If the date fixed for opening of tender is declared a holiday the tender will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above

INFORMATION TO TENDERERS

Sealed quotations are invited from established and reputed transport contractors who have experience in transporting jute bales for carrying jute bales (150 Kgs) from different Departmental Purchase Centres/storage godown under Forbesganj Regional Office to different Jute Mills/Storage Godowns in and around Kolkata. Name of the DPCs of the Corporation and Sections of Jute Mills are mentioned below.

Name of the Purchase Center (DPCs)/Storage Godowns:-

1) Forbesganj 2) Gulabbagh 3) Durgaganj 4) Katihar 5) Kishanganj 6) Thakurganj 7) Pratapganj 8) Chhatapur 9) Jadia 10) Triveniganj 11) Murliganj

- Detail names of the Jute Mills as mentioned in the Appendix – 3
- Name of the Section
1. B.T.Road 2. G.T.Road 3) Budge Budge 4) Howrah 5) Chengail (others) 6) Burdwan

1. PROCEDURE FOR TENDER SUBMISSION

The transport contractors will have to submit their quotations in sealed envelope mentioning their full name/and contact details within 09/09/2021 before 2 pm to the Regional Office at the following address: - The Jute Corporation of India Limited, RLD- Forbesganj (Sadar Road, Near Fancy Market, Forbesganj). Quotation should be given by clearly mentioning section wise transport rates for carrying jute bales different storage points of the Corporation under –Forbesganj RLD, Forbesganj Region to different Mills, as mentioned above. **Please find attached with this tender notice Annexure – 1 & 2 included under technical bid and Annexure – 3 & 4 included under price bid. The Annexure duly filled are to be submitted in two separate sealed envelopes super scribed A-Technical Bid containing Annexure 1 & 2 along with EMD and B - Price Bid containing Annexure 4, both the envelopes are then to be kept in another sealed envelope super scribing Tender No. & “TENDER FOR ENGAGEMENT OF TRANSPORT CONTRACTORS” addressed to the Regional Manager of The Jute Corporation of India Limited along with name and address of the tender. The technical bid of the tenders will be opened first and then the price bid of only those tender will be opened who qualify in the technical bid.**

2. DATE AND TIME OF TENDER OPENING

Tender will be opened on 09/09/2021 at 3 pm at the Forbesganj RLD, Forbesganj Regional Office. The bidders or their authorized representatives are requested to be present in person at the time of opening the tender at Regional Office Forbesganj RLD, Forbesganj. The technical bid will be opened first. Technical evaluation will be carried out and the price bids of those tenderer who qualify in the technical bid will be opened on the same date or in a later date. Eligible parties for evaluation of Price Bid will be informed separately. Tenders shall be opened in presence of bidder/s, who may wish to be present.

3. EMD & PERFORMANCE SECURITY DEPOSIT

All bidders have to deposit an amount of Rs 50,000/= (Fifty thousand only) in favor of “The Jute Corporation of India Limited” by DD drawn (any nationalized bank/Scheduled bank) as Earnest Money Deposit (EMD) along with the tender which will be converted to security deposit for successful bidders and will be refunded without any interest to unsuccessful bidders within one month from the opening of tender. Running contractors

have to enclose the Xerox copy of money receipt as proof of EMD already deposited. On contract being awarded, the EMD will be converted into performance security deposit and the Performance Security Deposit shall be released to the Contractor after completion of the contract period only and on being satisfied of the successful completion of the contract and ensuring that no liabilities are due from the Contractor or its employees. In case of any complaint or pending dues, the Performance Security Deposit shall be released only when the said due(s) is cleared by the Contractor and/or when the complaint is resolved. The Performance Security Deposit will not carry any interest amount.

4. METHOD OF SELECTION

Selection will be made on the basis of the lowest rates quoted by the bidder for transporting jute bales from different centres of the Corporation to Mills in and around Kolkata. Transport rates should be quoted without any cutting or overwriting. Any correction or overwriting in the rates quoted by the transporters will summarily reject the tender and will be cancelled. The successful bidder is required to accept the tender soon after his selection by the tender process failing which the EMD of the transporter will be forfeited and the transporter will be liable to pay for any loss incurred by CORPORATION due to such action of his. Guidelines laid down in CVC circular as applicable, is to be followed for negotiation with the lowest bidder.

5. TERMS AND CONDITIONS

A. In this Bid Document/ Contract, 'Corporation' means 'The Jute Corporation of India Limited' and 'Regional Manager' means the concerned Regional Manager of The Jute Corporation of India Limited.

B. Tenderers who have been blacklisted or otherwise debarred by CORPORATION or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is more. Any Tenderers whose contract with the The Jute Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years will be ineligible to participate.

C. Tenderers whose Earnest Money Deposit and/or Security Deposit has been forfeited by The Jute Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

D. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible to participate.

E. 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 Tender disqualified.

F. The rate will remain valid for **One Year** (period to be decided by the region, however validity should not be less than 3 months) from the date of acceptance of the tender and may be extended up to two or three months in special circumstances with proper approval from the Regional Manager of the Corporation.

G. The work order will be issued to the lowest bidder or will be distributed among the lowest bidders at the discretion of Regional Manager. In case of failure to lift the jute bales within stipulated period as per work order, Regional Manager reserves the right to cancel the tender partly or fully or to impose suitable penalty without assigning any reason and may engage other transporter to lift the said consignment in approved rate at the risk & cost of the contracted transporter.

H Corporation reserves the right to accept or reject any or the entire tender and/or split among the lowest transport contractors at their absolute discretion without assigning any reason whatsoever.

I. Any variation of contract rates due to fluctuation in fuel cost may be considered based on the following points and formula:

- a) The rate quoted by the bidder will be firm throughout the contract period except for escalation/de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- b) Escalation/De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- c) Escalation/De-Escalation clause shall be applicable only, when the impact of series of diesel price increase /decrease results in accumulated net increase/decrease of than Rs 2.00/- per Liters (Rs. Two only) from the base contracted rate of HSD.
- d) Such increase/decrease shall be applicable only for the prospective period from the date on which the accumulated impact reaches more than Rs.2.00 & above.
- e) The formula for escalation/ de-escalation of transport charges is as follows:

$$0.25 \times A \times \frac{(C-B)}{B}$$

A= Base Rate for transportation as per contract.

B=Ruling price of HSD applicable at(Kolkata for Regions in West Bengal, Guwahati for Regions in Assam, Bhubaneswar for Regions in Orissa, Vishakhapatnam for region of AP & Purnea for Regions in Bihar) as on date of contract.

C= Revised price of HSD of the concerned location.

The diesel rate prevailing at the Indian Oil Corporation outlets at the concerned Region (as in B) will be taken in to consideration for revision in rates. The contractor is, therefore advised to ensure that all the necessary documentation and properly furnish the same

J. Copies of valid Income Tax, PAN, Professional Tax, Trade License, Proof of Business address with contract Numbers and Certificate of Registration issued by Ministry of Road Transport & Highway under the provisions of the Carriage by Road Rules 2011/ Carriage by Road Act 2007 have to be submitted with the tender. Failure to submit any of the above mentioned will lead the bid to be cancelled at the discretion of the Regional Manager.

K. Person(s) signing the tender shall clearly state the capacity on the basis of which he is or they are signing the tender (it means whether he is proprietor, Partner or Director of Business entry).

L. Any kind of loss/damage of jute bales during transit have to be borne by the contractors. All consignments must be weighed nearest to the loading point and nearest to unloading (i.e. outside mill point) and mill point, failure to which any shortage in weight between the points will be deducted from transport bill of the concerned transporter. No demurrage whatsoever will be paid to the transporter by CORPORATION in case of detention of lorry/trucks in mill (unloading point).

Contractors are required to take utmost care to deliver the goods to the specified Jute Mills mentioned in the despatch documents without any damage / shortage or losses. Neither they shall make deliveries in parts nor "not deliver" the consignment. In the event of any reported damage/shortage/losses/non-delivery of the consignment, the Corporation shall (without prejudice to other rights and remedies) recover the cost towards

such damages/ shortage/ losses/ non-delivery from the Contractors pending bill/ credit balance or security deposit or from any other sum, which is due to them irrespective of any insurance link up/settlement.

M. During transit stocks should be appropriately covered by tarpaulin sheet to protect the goods from rain or other damage. Under no circumstances the Contractor shall carry goods of other parties in the same vehicle in which Corporation's goods are carried.

N. Transporter should collect Bill of Supply from the Corporation for every consignment. Transporter should also generate E-way bill for every consignment whenever required from the E-Way Bill Website. The goods/ jute bales are considered to have been delivered only when these are handed over to the Office of the Corporation & clear receipt obtained

O. In the event any information given by the Tenderer in the Tender Document and its Annexure & Appendices is found to be false /incorrect at any stage, the Corporation will disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under law.

P. Before submitting the bid, the tenderers are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

Q. No transshipment is allowed in between the destinations. For any reason such as breakdown, accident etc. if the container is stranded beyond reasonable limits, the transporter should make alternative arrangements and the transporter may seek approval from the corporation giving the circumstances in writing.

6. PAYMENT TO TRANSPORTER

Payment of transport bill will be made either from Centre or Regional Office as per practice followed by the region on submission of necessary bills, weighment receipt and proof of delivery along with mill receipts

7. CORRUPT PRACTICES

- (a) Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.
- (b) The Jute Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.
- (c) In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- (d) Any act of bribery, gift or advantage given or promised or offered by or on behalf of the Contractor or any one of their partners/Directors/Agents or officials to any officer, officials, representative or agent of the Corporation or any person on his or their behalf for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for breach of

contract, resulting in termination of this Contract or any other Contract with the Corporation and the Contractor shall be liable compensate to the Corporation for any loss or damage resulting from such termination and the Corporation may deduct and/ or forfeit the EMD or Security Deposit, if deemed appropriate.

8. RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of Jute bales.
- (b) To provide services under the Contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf.
- (c) The Contractor shall transport by trucks to be arranged by him such number of jute bales as may be required from day to day by the Regional Manager or an Officer acting on his behalf.
- (d) The Contractor shall obtain daily from the Regional Manager or any officer acting on his behalf the details / programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with this programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the Regional Manager or any officer acting on his behalf, daily at the time specified.
- (e) In special cases the Contractor may also be required at short notice to arrange to transport jute bales and shall bound to comply with such requests.
- (f) The quantity mentioned in any details/ programme given by the Regional Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. The Contractor will not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.
- (g) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from godowns /mandis/ rail heads until they have been unloaded from the trucks at godowns or at other destinations as specified in the Contract or as directed by the Regional Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss or damage of jute bales in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The Regional Manager of the Corporation as the case may be will be the sole authority for determining the quantum of the loss.
- (h) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the jute bales entrusted to him for transportation.
- (i) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the

same. Any Contractor resorting to overloading of the trucks in violation of the rules will be treated as violating the terms & conditions of this contract for which the contract is liable to be terminated.

- (j) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- (k) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the jute bales of the Corporation are loaded.
- (l) The Contractor shall give an undertaking agreeing to abide by the Section 11 and other applicable provision of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registration etc. to the Corporation.

9. PERIOD OF CONTRACT

Period of contract shall be for 1 (one) years and may be extended up to two or three months in special circumstances with proper approval from the Regional Manager of the Corporation

10. CLARIFICATION OF TENDERS

To assist in the examination, evaluation, comparison of the tenders and eligibility of the Bidders, the Corporation may, at its discretion, seek clarification from any Bidder about its tender, and provide reasonable time to the Bidder to respond. Any clarification submitted by a Bidder which is not sought by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the price or substance of the tender shall be sought, offered, or permitted, except for the rectification of arithmetic errors observed by the Corporation in the evaluation of the tender.

If a Bidder does not provide clarifications sought by the Corporation before the date and time given by the Corporation, its tender shall be liable to be rejected without any further notice and without assigning any reason thereof.

11. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last date for submission of bids, the Corporation may at its own motion or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing necessary corrigendum(s). The amendment will be notified in the website of the Corporation only and will be binding on all the bidders. The Corporation may at its discretion extend the last date for submission of bids.

CONDITIONS OF CONTRACT

12. NON-DISCLOSURE OF CONTRACT DOCUMENTS

The Contractor shall not disclose directly or indirectly any information or details of the transportation of jute bales/ goods and/or details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters of the Corporation, which may come to possession or knowledge of the Contractor during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Corporation. The Contractor shall indemnify the Corporation for any loss suffered by the Corporation as a result of the disclosure of any confidential information. The Contractor shall ensure that the obligations of non-disclosure of any information or details under this RFP/ Contract are not divulged or disclosed to any person by its employees. Failure to observe the above shall be treated as breach of contract on the part of the Contractor, and the Corporation shall be entitled to claim damages and pursue legal remedies. The Contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason. If the Contractor receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be communicated to the Corporation immediately and no action shall be taken in furtherance thereto unless consent has been received from the Corporation.

13. DELAY IN TRANSIT

Subject to the stipulated force majeure conditions, LD of 1% per day shall be deducted from the bill amount for the extra number of days taken to deliver the items at the notified destination subject to a maximum of 5% of Freight Value.

14. ROAD ACCIDENT

In case the Contractor's vehicle carrying jute bales/ goods meet with a road accident en-route, the following procedure should be followed: -

- a) The transporter shall inform the police in writing and intimate immediately by fax/telephone/E-mail to the Corporation enclosing copy of FIR.
- b) The transporter shall immediately take steps on war footing to protect the materials from theft, pilferage or damage at the site of accident.
- c) The materials should be immediately transported to the Corporation's destination through alternate container.

d) The damaged materials should be handed over to the Corporation and survey by the insurance company shall be arranged at Corporation's place.

e) A panchnama should also be made, copies of which should be produced to Corporation. However, each of such case shall be dealt by the Corporation on its individual merit and in no case production of the above documents shall absolve the transporter from its responsibility and liability on account of loss/damage caused to the materials.

15. FORFEITURE CLAUSE:

In the event of Contractor failing to execute the work i.e., transportation of jute bales/ goods as and when required to the full satisfaction of the Corporation and/or in the event of breach of any terms and conditions of the contract, the Competent Authority of the Corporation reserves the right to cancel the contract or withhold the payment due to Contractor in part or full and to forfeit the Performance Security Deposit.

16. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

The Corporation reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the bidders or assigning any reason thereof. Further, conditional bids shall be rejected outrightly.

17. RIGHTS OF THE CORPORATION:

- i. The Corporation reserves the right to split the scope of the work to more than one Contractor without assigning any reason whatsoever. No claim will be entertained by the Corporation on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the contract with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- iii. The Contractor or its agents/ employees committing any breach of terms and conditions mentioned herein and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of performance security deposit and/or termination of the contract forthwith without any notice or any compensation in lieu thereof.
- iv. Without prejudice to above, the contract can be terminated with a notice of 30 days (Thirty days) on either side, during the contract period.
- v. The engagement or subsequent contract does not assure any minimum business guaranty to the bidder/ Contractor.

- vi. The Corporation reserves the right to extend the period of tender availability and/ or the date of opening of the bids.

18. SIGNING OF CONTRACT:

The successful bidders shall execute an agreement with the Corporation on Non- Judicial stamp paper of value not less than Rs. 100/- within 7 (seven) days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Contractor.

19. STATUTORY COMPLIANCES:

- a) The Bidder(s)/ Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Contractor and its employees/ personnel. The Corporation reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder shall abide by the same. The Bidder shall be solely responsible for violation of any provisions of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance with the aforesaid statutory provisions. In case of Bidder's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws or rules framed under or any of these, the Corporation, shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Bidder's monthly payment and Security Money Deposit.
- b) Income Tax, Service Tax or any other taxes levied by the government shall be the sole liability of the Contractor. All liabilities, toward tax deduction, welfare measures for the security personnel and all other obligations that are enjoined in such cases but are not exhaustively enumerated and defined herein shall be the exclusive responsibility of the Contractor and it shall not involve the Corporation in any manner whatsoever.
- c) The Contractor shall need to provide 'INDEMNITY BOND' on requisite stamp paper so as to indemnify the Corporation against all liabilities regarding EPF, ESI & other labour laws, including any issues & liabilities arising out of or in connection with Motor Vehicle Act/ Rules, Carriage by

Roads Act/ Rules and any other laws in force from time to time. The Contractor should give the indemnification in the following manner: -

“I/ We hereby undertake to indemnify and keep THE JUTE CORPORATION OF INDIA LIMITED indemnified against any loss and damage that may be caused or likely to be caused, with respect to any proceeding, claims, expenditure or liabilities or non-compliances whatsoever arising out of or in connection or relating to P.F/ E.S.I/ Labour Laws and/or Motor Vehicle Act/ Rules, Carriage by Roads Act/ Rules and any other laws as applicable from time to time. This shall remain binding on the Undersigned/ Contractor, legal representatives, executors & successors of the Undersigned/ Contractor”.

20. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED:

Any verbal or written arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on the Corporation unless and until the same are endorsed or incorporated in a formal instrument.

21. REPRESENTATION AND WARRANTY:

Each Party represents and warrants that:

- a) it has full right, power and authority to enter into and carry out the work mentioned in this RFP/ Contract and have been and is on the date of this RFP/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this RFP/ Contract;
- b) it has no prior commitments, arrangements or agreements with any other person/ Corporation/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this RFP/ Contract;
- c) it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and
- d) it shall perform its obligations, including without limitation, payment obligations under this RFP/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- e) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any RFP/ Contract/agreement, written or oral, to which it is a party.

22. WAIVER

The failure of either party at any time to enforce any provision of this RFP/ Contract, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Corporation.

23. ENGAGEMENT OF SUB-CONTRACTORS:

No sub-Contractor/ sub-agent shall be engaged by the Contractor for accomplishment/ carrying out full or part of any work under the contract. However, if the Corporation specially approve in writing, sub-Contractor/ agent can be engaged for the purpose of this RFP/ Contract.

24. FORCE MAJEURE:

Neither party hereto shall be considered to be in breach of or default of its duties or obligation here under if breach is caused by or the result of act beyond the control of any party which include but not limited to any war, or hostility, act of public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock outs, or acts of God provided that notice of such happenings is given by either party to the other within seven dates from the date of occurrence and on submission of adequate proof thereof.

25. INDEMNITY:

The Contractor hereby indemnifies and holds the Corporation harmless from and against all fines, suits, claims, demands, losses, expenses, costs, fees and actions (including, without limitation, attorney's fees, costs and expenses) with respect to any injury to person or damage to or loss of property on or about the premises or in the building or in or on the grounds and parking areas caused by the acts or omissions of the Contractor, its agents, employees, invitees, etc., in connection to execution of the contract.

Without prejudice to Corporation's other rights and remedies, the Corporation will be entitled to deduct from any dues payable to the Contractor, the amount payable by Corporation as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the Contractor of any of the terms and conditions of the Contract.

Corporation shall not be responsible for death, injury or accident to the Contractor or its associate's employees or any other third party, which arise out of or in the course of their duties. Corporation shall not be liable for any theft, loss, damage or destruction of any property of the Contractor or his employees lying in Corporation's premises for any cause whatsoever.

26. NOTICE:

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

Contractor Address

27. TERMINATION & MODIFICATION:

The Corporation may, without prejudice to any other right or remedy, terminate the contract in whole or in part, by giving not less than 15 (fifteen) days written notice to the Contractor: -

- i. If the Contractor breaches any of the terms and conditions of the contract.
- ii. If the Contractor fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- iii. If the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the written notice from Corporation.
- iv. If the Contractor in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, Corporation terminate the contract in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the Contractor shall be liable to Corporation for any risk and costs for such similar services
- v. This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- vi. In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Corporation shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Contractor hereunder, shall stand terminated forthwith.
- vii. If the Corporation considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Corporation shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Corporation shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Corporation.

- viii. In case the Contractor's rights and obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Corporation's consent, the Corporation may at its absolute discretion, terminate this Contract.
- ix. Notwithstanding any provisions herein to the contrary, the Corporation may terminate the contract by giving 30 days notice to the Contractor due to any other reason not covered under the above clauses and in the event of such termination the Corporation shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination.
- x. In the event of breach by the contractors of any terms and conditions of this contract or unsatisfactory performance or failure thereof or not lifting the materials in time, the Corporation may, without prejudice to other rights and remedies, terminate the contract forthwith and get the work done at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum due for any damage, loss, charges expenses or costs that may be suffered or incurred by this Corporation due to the contractor's negligence or non-lifting of the material in time.
- xi. The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.

28. TIME IS OF THE ESSENCE:

Time shall be of the essence of this contract and of each and every part thereof.

29. DISPUTE RESOLUTION & GOVERNING LAWS

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract, the dispute shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. Further, all questions, disputes and/or differences arising under or in connection with the RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the RFP/contract same or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

In case the award passed by the arbitrator, is assailed/ referred before the court of law, the same shall be exclusively subject to the jurisdiction of Courts at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ Contract.

30. CONFIDENTIALITY:

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Corporation, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

31. INSURANCE

The Contractor shall arrange a comprehensive insurance to cover all risk in respect of its personnel deployed/ outsourced, under the Workman's Compensation Act, Fatal Accidents Act, General Public Liability Insurance or Comprehensive General Liability Insurance and other applicable laws and shall keep the insurance coverage updated/ renewed until the expiry of the Contract. The cost of insurance shall be borne by the Contractor and further undertake to indemnify and keep indemnified the Corporation from all the liabilities/ loss/ damages arising out of such events. The Contractor shall have to furnish originals and/or attested copies of the policies of insurance as required by the Corporation, within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

32. DISCLAIMER

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

The Corporation and their employees do not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for this Corporation to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The Corporation reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

33. LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY CORPORATION

- a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unsatisfactory performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the REGIONAL MANAGER regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.
- b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of breach of contract or failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs. 300/- with maximum of Rs. 1000/-(One Thousand) per truck per day for a 9 MT/12MT/16MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.
- c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of Jute bales etc. and take reasonable precautions to avoid wetting/damage/loss to Jute bales during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 250/- per jute bale will be imposed by the concerned REGIONAL MANAGER/Regional Manager without prejudice to any other right or remedies under the contract and law.
- d) The Contractor will make good to the Corporation any loss arising from the confiscation by government or local authorities of any quantities of the goods/ jute bales delivered to the Contractor for transportation including loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lighting, riots or civil commotion and or accidents.
- e) The Corporation may, without prejudice any other right or method of recovery deduct the amount of such loss and/or liquidated damages from any money in their hands, due or which may become due to the Contractor, including performance security deposit.

34. RECOVERY OF DAMAGES

The Corporation reserves the right to recover damages for failure on the part of the contractor in the following circumstances.

- (a) Non supply of goods carried within stipulated time as per requisition of Regional Office or centers either over phone or written.

- (b) Loss of goods by rain or other damage due to failure in cover by tarpaulin.
- (c) Not weighing the goods at nearest to loading point, nearest to mill points and mill points.
- (d) If the difference in weight between the DPC point and outside mill point is more than 25 kgs, then the value of the weight difference exceeding the permissible amount i.e., 25 kg calculated in terms of landing price of the jute at the destination point will be adjusted from the freight charges.
- (e) Non carrying of the document like Bill of Supply, Way Bill, Challan etc., during transportation in any other cases as deemed fit by the regional authority

35. DOCUMENTATION:

The Contractor shall ensure that all necessary transit documents are carried by his representatives/crew. In case of incomplete transit documents the same shall be brought to the notice of Corporation immediately. The Contractor shall ensure that prior to the vehicle leaving the DPC, all requisite documents required to be carried in the Vehicle including Consignment Note, Transit Pass arranged by Corporation, declaration forms under sales tax/ entry tax/ Octroi/ excise & customs laws are with driver/ Contractor's representative over his acknowledgement who shall ensure the safe delivery of the same to the Corporation.

36. VEHICLE DETENTION CHARGES:

No claim for detention charges of any nature shall be entertained by Corporation under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

37. OCTROI / ENTRY TAX:

The Contractor will undertake to observe all the formalities relating to Octroi / Entry Tax at the check posts. The Contractor shall be solely responsible for the loss / damage to the consignment in absence of the same. Any Entry tax/ Octroi if applicable shall be paid by Corporation directly to the statutory authorities.

38. ENVIRONMENT PROTECTION

The Contractor shall ensure that the jute bales/ goods are transported in conformity with the environmental standards. The Contractor shall be solely responsible for damage caused to the surrounding/environment during transit. The Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid. Corporation shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the Contractor for any environmental or other hazard during transit by any authority or court of competent jurisdiction. In the event of such action against Corporation, the Contractor shall reimburse all such costs and expenses incurred in this regard.

39. CONSIGNMENT NOTE AND ACKNOWLEDGEMENT OF MATERIAL RECEIPT

The terms and conditions normally printed overleaf in the consignment notes or any other document of the Contractor shall not be applicable to Corporation to the extent that it is repugnant or otherwise inconsistent or contrary to the terms and conditions of the Contract. At the time of taking delivery of the Jute bales/ goods, the Contractor shall cross verify the quantity of material loaded/unloaded and ensure that the materials are in good condition. The signing of Corporation's documents by the Contractors authorised representative shall serve as sufficient acknowledgement of the quantity and condition of jute bales/ goods received on behalf of the Contractor.

40. TAXES AND OTHER DUES

Necessary deduction will be made from transport bills on account of applicable taxes and levies as applicable from time to time.

41. Law Governing the Contract & Dispute resolution:

The Contract will be governed by the Laws of India for the time being in force. In case of any disputes arising out of and touching upon the contract , the same will be first referred to the Dispute/Grievance Redressal Committee constituted and functioning at the Zonal Office of the Corporation, with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction

42. MISCELLANEOUS PROVISIONS

- a. Contractor shall give notices to the Corporation and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or byelaw of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- b. Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Corporation.
- c. The Contractor shall, whenever required produce or cause to produce for examination by any officer authorized by the Corporation any cost or other account books, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc. renewed license for any or all such documents desired by the Corporation.
- d. The Corporation will be making the mandatory deductions, i.e., applicable taxes etc. from the payment due to the Contractor at the applicable rates notified from time to time. It shall be entirely the responsibility of the Contractor to ensure that no unlawful act is done by its employees while on duty. In case of loss of the Corporation's property due to negligence or carelessness of the employees deployed

by the Contractor, the Contractor will be responsible and shall make good the same. In case the Contractor defaults in making good losses, the Corporation shall have right to deduct the said amounts in the manner as deem fit and proper.

- e. The Contractor shall give in writing to the appropriate authority of the Corporation such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep the Corporation regularly updated with the progress of operations throughout the performance of the contract together with such other information and/or supporting figures and data as may from time to time required by the Corporation.
- f. The trucks/ lorries/tippers or any vehicle provided for transportation of goods are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation as per specifications to their respective destinations. The Contractor shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.
- g. The Contractor shall be liable for any loss or damage to Corporation employees/ the Contractor's employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said pay-loaders & tippers at the time of loading, unloading and/ or during transit and the Contractors shall indemnify and keep in indemnified Corporation against any such loss or damage and shall pay to Corporation such amount as Corporation may be called upon by law to pay.
- h. The Contractor shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.
- i. The Contractor will have a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover 'all risks' of whatever nature inclusive of any damage caused by the lorries/ trucks/ payloaders & tippers to Corporation's property. The Contractor will produce for the perusal of Corporation the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when required by the Corporation.
- j. The employees of the Contractor shall never be deemed to be the employees of the Corporation.

Regional Manager
The Jute Corporation of India Limited

TECHNICAL BID

Name of the tenderer:
Address of the tenderer:

To
The Regional Manager
The Jute Corporation of India Limited
Forbesganj RLD

Dear Sir,

1. I hereby submit the sealed tender for “Appointment of Road Transport Contractor” from to
2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document and agree to abide by them
3. Demand draft/Electronic Clearing System (ECS) No. dated is enclosed as Earnest Money I/we agree to the fact that on acceptance of the tender the EMD will be converted to security money as stipulated in the tender document
4. I do hereby, declare that the entries made in the tender and the details attached there in are true
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise declared during the last five years by The Jute Corporation of India Limited or any other public sector undertaking of any Government body or any other client for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule or Administrative Instructions

OR

I hereby declare that my Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of Which period has expired on(Full details of the reasons for blacklisted/debarring and the communication in this regard should be given)

6. I hereby declare that no contract entered in to by me/my Firm/Company with The Jute Corporation of India Limited or any other public sector undertaking of any government or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years
7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable in the case on any Contract entered in to by me/us with The Jute Corporation of India Limited or any other public sector undertaking of any government body during the last five years
8. I hereby declare that I have not been convicted at any time by a Court of Law for any offence and sentenced to imprisonment within a period of three years of more.

I/we certify that all information furnished by me/us is correct and true in the event of any information found to be incorrect/untrue “The Jute Corporation of India Limited” shall have the right to disqualify me/us without giving any notice or reason thereof summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature & Seal of the tenderer)

**THE JUTE CORPORATION OF INDIA LIMITED
TENDER FOR ROAD TRANSPORT CONTRACT FROM DPCs/GODOWNS**

(TO BE FILLED IN BY THE TENDERER)

1) Details of Tenderer

Name :

Date of birth :

Address :

Email ID :

Contract no :

2) Composition of Tenderer

a. Proprietorship concern/registered partnership firm/ Company:

b. Name of the proprietor/All partners:

c. Business in which the tenderer is employed :
together with particulars of the Head Office
and Business if any.

3) List of documents attached

a) Forwarding Letter	Yes/No
b) Income Tax PAN	Yes/No
c) Professional Tax	Yes/No
d) Trade License	Yes/No
e) Proof of Business address with contact number	Yes/No
f) Certificate of Registration issued by Ministry of Transport & Highway under the provisions of the Carriage by Road Act 2007	Yes/No
g) GST registration details	Yes/No

(Signature and Seal)
(Authorized Signature)

SECTION WISE LOCATION OF MILLS

B.T.Road	G.T. Road	Budge Budge	Chengail	Howrah	Burdwan
Ganges Jute mill	Hanuman Jute Mill	Calandenia Jute Mill	Ludlow Jute Mill	Fort Gloster	Barsul Tex
Reliance Jute Mill	Naskarpara Jute Mill	Cheviore Jute Mill	Kaneria Jute Mill	Bowria Jute Mill	
Auxkland Jute Mill	Shyamnagar Jute Mill	Budge Budge Jute Mill	Delta Jute Mill	Union Jute Mill	
Kelvin Jute Mill	Angus Jute Mill	Birla Jute Mill		Bally No.2 (Utagang)	
Agarpara Jute Mill	Victoria Jute Mill(RDB Textile)	Ganesh Jute Mill		Howrah Jute Mill	
Prabartak Jute Mill	Dalhousie Jute Mill	National Jute Mill		Bijoysree Jute Mill	
Khardah Jute Mill	Bally Jute Mill	Hooghly Jute Mill		Fort William Jute Mill	
Alexandra Jute Mill	Mahadeo Jute Mill	Calcutta Jute Mill			
Naihati Jute Mill	Champdany Jute Mill	Surah Jute Mill			
Kennison Jute Mill	Sreerampore Jute Mill				
Aliance Jute Mill	Willinton Jute Mill				
Titagarh Jute Mill	North Brock Jute Mill				
Gourisankar Jute Mill	Hesting (Rishra)				
Baranagar Jute Mill	Naskarpara, Ghosori				
Kamarhati Jute Mill	Joy Tirupati Jute Mill				
Kankinara Jute Mill	Gandalpara Jute Mill				
Nadia Jute Mill	Aditya (Bhadreswar)				
Gouripur Jute Mill	Ambica Mfg. Belur				
Anglo India Jute Mill	Tirupai Jute Mill				
Hukumchand Jute Mill	India Jute Mill				
Jagatdal Jute Mill					
Maghna Jute Mill (Shyamnagar)					
Empire Jute Mill (Titagarh)					
Naffarchand Jute Mill					

PRICE BID

From:
Name:
Address:

To
The Regional Manager.
The Jute Corporation Of India Limited,
Forbesganj RLD

Dear Sir,

I am submitting the price bid for the “Appointment as Road Transport Contractor” from _____ to _____.

2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document and its annexures and agree to abide by them.
3. I offer to work at the following rates inclusive of all taxes, duties, cess etc.

NAME OF DPCS	RATE PER BALE FOR TRANSPORTATION TO MILLS IN THE FOLLOWING ZONES IN WEST BENGAL					
	B.T. ROAD	G.T. ROAD	BUDGE BUDGE	CHENGAIL	HOWRAH	BURDWAN
Forbesganj						
Gulabgh						
Durgaganj						
Katihar						
Kishanganj						
Thakurganj						
Pratapganj						
Chhatapur						
Jadia						
Triveniganj						
Murliganj						

Yours Faithfully
Signature and Seal of the Tenderer