

Date:04.08.2023

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

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

THE JUTE CORPORATION OF INDIA LIMITED
REGIONAL OFFICE NAGAON

INVITATION OF TENDER AND INSTRUCTIONS TO TENDERS FOR APPOINTMENT
OF
ROAD TRANSPORT CONTRACTOR

- A. Last date for receipt of tender up to **2:30 PM on 24.08.2023**
- B. Last date for submission of tender before **2:30 PM on 24.08.2023**
- C. Tender to be opened at **03:00 PM on 24.08.2023**

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

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GENERAL INFORMATION TO TENDERERS

Sealed quotations are invited from established transport contractors who have experience in transporting jute bales for carrying jute bales (150 Kgs) from different purchase centres/storage godown under Nagaon Region, to different jute mills/Storage Godowns in and around Kolkata. Name of the DPCs of Corporation and Sections of jute mills are mentioned below.

- Name of the Purchase Centres (DPCs)/Storage Godowns (under the region)

1. Bhuragaon, 2. Juria, 3. Kaliabor, 4. Moirabari, 5. Dhing, 6. Dumdumia, 7. Raha

- Detail names of the Jute Mills under above mentioned section 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/ 24.08.2023 or before 02.30 PM on 24.08.2023 to the Regional Office at the following address- **Ram Krishna Road, Near Monosa Temple, P.O. - Nagaon. Dist - Nagaon, Assam - 782001**, Quotation should be given by clearly mentioning section wise transport rates for carrying jute bales different storage points of the Corporation under Nagaon 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 Annexures 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 APPOINTMENT 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. The tender will remain valid for acceptance within 90 days from the date of opening of the tender.

Date and Time of Tender Opening

Tender will be opened on 24.08.2023 at 03:00 PM at the Nagaon 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 Nagaon. 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 in a later date.

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2. EMD & Security Deposit

All bidders have to deposit an amount of Rs 50000/= (Fifty thousand only) in favor of "The Jute Corporation of India Limited" by DD 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. Such security deposit will be refunded (without interest) within one month of completion of entire transport job by the contractor on written application. Corporation reserves the right to adjust or forfeit partial or full value of such security deposit in case of any loss or damage to goods during transit or any other recoveries as deemed necessary. Non submission of EMD will lead to the cancellation of the tender.

3. 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 JCI due to such action of his. Guidelines laid down in CVC circular number 4/3/07 dated: 03.03.2007 is to be followed for negotiation with the lowest bidder.

4. TERMS AND CONDITIONS

- a. Tenderers who have been blacklisted or otherwise debarred by JCI 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.
- b. Any Tenderer 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. Tenderer who's 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.

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- f. The rate will remain valid for **06 (Six) Months** (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.
- 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 jute 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. Sub-contracting of job is not allowed by any means. If at any point of time it comes to the notice of the Corporation about any sub-contracting such contract will be cancelled. 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:
- i) 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)
- ii) Escalation/De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- iii). 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.
- iv) 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.
- v) 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

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vi). 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 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

5. 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).

6. 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 JCI in case of detention of lorry/trucks in mill (unloading point).

7. During transit stocks should be appropriately covered by tarpaulin sheet to protect the goods from rain or other damage.

8. Regional Manager reserves the right to terminate the contract at any time during the tender validity period without assigning any reasons thereof by giving seven days' notice in writing to the contractor at the notified address and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the Regional Manager (Region) under this clause shall be final conclusive and binding on the contractor.

9. Transporter should collect Bill of Supply from JCI for every consignment. Transporter should also generate E-way bill for every consignment whenever required from the key given by JCI.

10. Corrupt practices

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.

11. 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.

12. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.

13. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, THE JUTE CORPORATION OF INDIA LTD of India shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law

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14. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf 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 termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

15. 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 unworkmanlike 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 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.

16. Summary termination of the Contract

(a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

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

17. Responsibilities of the Contractor

(a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of jute bales and carrying out any other se

(b) 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 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 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. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

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/Regional Manager of the Corporation as the case may be will be the sole Authority for determining the quantum of the loss.

(g) 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.

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(h) 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 R u l e s will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

(i) 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.

(j) 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.

(k) The Contractor shall give an undertaking agreeing to abide by the Section 11 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.

18. RECOVERY OF DAMAGES

Regional authority 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 centres either over phone or written.
- b. Loss of goods by rain or other damage due to failure in over by tarpaulin or other
- c. Non weighment of 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 Kgs 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
- f. In any other cases as deemed fit by the regional authority

19. ARBITRATION

Where any controversy , dispute or disagreement arises between the parties as to the interpretation or application of any terms, conditions requirements or obligation under this agreement, the parties are unable to resolve amicably, such disputes shall be referred to and finally resolved by Arbitration in accordance with Arbitration and conciliation Act 1996 and its amendments thereof by a sole Arbitrator.

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20. 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

21. 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.

22. Force Majeure

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Regional Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account. However force majeure will be accepted on submission of adequate proof thereof.

23. Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages arising out in consequence of any action or suit being brought against the contractor for anything above or omitted to be done by the contractor in execution of the contract.

24. Law Governing the Contract & Dispute resolution:

(a)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

P. Basu 20/08/23

Regional Manager
The Jute Corporation of India Limited

Annexures-1

TECHNICAL BID

Name of the tenderer:

Address of the tenderer:

To

The Regional Manager

The Jute Corporation of India Limited

Regional Office Nagaon.

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 ofwhich 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

P. Barua 04/08/23

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Tender No. JCI/RO/Transport Tender/2023-24/63 Dated:04/08/2023

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)

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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 |

P. B. Das 04/08/23

(Signature and Seal)
 (Authorized Signature)