

REQUEST FOR PROPOSAL

FOR TRANSPORTATION OF PADDY FROM DIFFERENT PURCHASE CENTRES TO EMPANELLED RICE MILLS AND OF RICE FROM EMPANELLED RICE MILLS TO STATE GOVT GODOWNS

BY

DIRECTORATE OF DISTRICT DISTRIBUTION PROCUREMENT AND SUPPLY

DEPARTMENT OF FOOD & SUPPLIES

11 A, MIRZA GHALIB STREET, KOLKATA-700087

Section I

Introduction

With a view to simplify the existing principle of transportation charges of paddy and custom milled rice in terms of the guidelines of the Govt of India vide No. 192 (14)/2018-FCA/C dated 06.05.2019 read with the Order of the Food & Supplies Department vide No. 1370-FS dated 30.03.2023, The Directorate of District Distribution, Procurement and Supply, Department of Food and Supplies, Government of West Bengal (henceforth called DDP&S) intends to float twenty one Requests For Proposal (RFP) inviting e tenders from eligible entities for transportation of paddy from designated purchase centers to empanelled rice mills and custom milled rice (CMR) from empanelled rice mills to designated state Government godowns in the twenty one districts of West Bengal for two years. A list containing district wise figure of Centralised Procurement Centers (CPCs), procurement centers organized by Agencies, empanelled rice mills and godowns is given at **Appendix I**. The information at Appendix-I is only indicative. There may be variations in quantum of procurement and requirement. The intended bidders have to quote percentage of Schedule of Rate (SoR) as mentioned in the **Appendix III**.

Section II

Scope of Work

A. Job description: Food & Supplies department procures paddy from farmers at various Centralized Procurement Centers (CPCs), Mobile CPCs, DPCs and purchase camps organized by CMR Agencies set up temporarily at interior villages of different Blocks (commonly termed as Purchase Centers for the purpose of this RFP). Stock of paddy so procured need to be transported from these Purchase Centers located in the various

districts across West Bengal to empanelled Rice Mills. Empanelled Rice Mills convert the procured paddy into Resultant Custom Milled Rice (CMR) which is required to be transported from the empanelled Rice Mills to the designated state Govt. Godowns. The selected bidder shall be appointed as Transport Contractors and shall have to render services of transporting paddy from Purchase Centers to Empanelled Rice Mills and CMR from the empanelled rice mills to the designated godowns as per direction of the District Controller of Food & Supplies (DCF&S) or any authorized officer acting on his behalf. District wise quantum of paddy procured during the Kharif Marketing Seasons (KMS) of 2019-20 and 2020-21 and quantum of CMR delivered during these KMSs are given at **Appendix II**. For details, the bidders may visit the following website of Department of Food and Supplies -/procurement.wbfood.in

B. Conditions: The selected Transport Contractor shall abide by the following conditions:

- 1) The Transport Contractor shall place goods carrying vehicles at the Purchase Centres at the date and time specified by the authorized officials of the concerned DCFS. The vehicles will transport paddy to the tagged rice mill as per the direction of the Purchase Officer (PO). The driver shall carry paddy challans generated online and handed over to him by the PO. Similarly, the vehicles shall carry Custom Milled Rice (CMR) to the designated godowns as per the challans generated online by the empanelled rice millers.
- 2) Loading and unloading of paddy and rice shall not be the responsibility of the TC.
- 3) The bidder must get themselves fully acquainted with the location of PPC and unloading points as well as the prevailing conditions in the district such as road condition, Toll Gates en-route, Ghat Roads, Inaccessible Pockets, Natural Barriers, prevailing trend of inflation in fuel rates etc. The rates quoted by Bidder shall be deemed to have been done after such acquaintance. No Bidder will be entitled to any compensation arising out of any miscomprehension in this regard. Before tendering, the Bidder must also get acquainted with the conditions of route to be taken by him/her for transportation of paddy. Once the tender is submitted, the Bidder will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.
- 4) The transport contractor shall follow the shortest route for carrying food grains (paddy/rice) from one loading point to another unloading point, and the shortest route will be specified by the District Controller of Food & Supplies (DCF&S) of the originating and/or terminating districts, as per guidelines issued by the DDP&S.

- 5) Payment of transportation charges to the transport contractor will be made by the Director of Finance (DF) on the basis of original distance certificate to be obtained from the DCF&S as stipulated by the Department of Food & Supplies.
- 6) The Transport Contractor will be paid the transport charge according to the rates to be accepted by the competent authority.
- 7) E-Way bill should be generated by the transporter before transportation of food grains (paddy/rice).
- 8) The transport contractor shall load paddy from the purchase centres in presence of the Officials of the Food & Supplies Dept and the same shall be unloaded in the rice mill in presence of the authorized representative of the rice mill. In case of custom milled rice the loading shall be done in presence of the authorized representative of the rice mill and unloading shall be done at the godowns in presence of the godown in charge.
- 9) 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 DCF&S of the nearest district of the loading or unloading points and such permission must be obtained, stating therein reasons for such diversion.
- 10) In case of any diversion, as mentioned hereinabove, the distance actually covered along the diverted route shall have to be certified by the concerned DCF&S.
- 11) The Transport Contractor shall take all possible precautions to protect the food grains (paddy/rice) to be delivered from any sort of damages during the time of transportation and shall always cover the food grains (paddy/rice) with tarpaulin sheets in as much as the transport agent shall take all efforts to protect pilferage, if any, during transportation.
- 12) In the event of mechanical disorder arising in the goods carrying vehicles while at the loading points or en-route, cost of transshipment if any, shall be borne by the Transport Contractor himself.
- 13) No compensation shall be admissible to the Transport Contractor in respect of the detention of goods carrying vehicles in loading/unloading points or any other place(s) during transit unless such detention be of extraordinary kind and the decision of the Directorate, DDP&S on all such claims, shall be final both as regard the admissibility and amount, if any, of the compensation.
- 14) The transport contractor should transport food grains the same day as per instruction of the DCF&S. DCF&S will intimate the camp schedule to the Transport Contractor beforehand.
- 15) The Transport Contractor shall present his bill in quadruplicate in the prescribed proforma along with the road challan and issue challan in original, bearing the certificates in regard to the receipt of consignment issued by the concerned DCF&S or his authorized representative at the unloading points as stated here-in one Xerox copy

of relevant issue challan, original movement order and original distance certificate to be obtained from the DCF&S.

- 16)** The Transport Contractor shall not be allowed any transit loss for transportation and movement of food grains (paddy/rice) and in the event of any shortage or any damage of food grains (paddy/rice), penalties shall be imposed in the manner stated below.

In the event of any shortage or damage, the Transport Contractor shall be liable to pay a penalty 03 (three) times the value of such food grains (paddy/rice) found short or damaged, which will be calculated on the basis of cost of procurement including the incidentals.

- 17)** The transport contractor shall abide by all the instructions issued by the concerned authorities of Food & Supplies Department, from time to time.

Section III

Application Procedure

1) Registration of Bidder

Bidders 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.

2) Digital Signature Certificate (DSC)

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.

3) Downloading

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.**

4) Deposition of Earnest Money & Security Deposit

Prospective bidders shall have to deposit an **Earnest Money of Rs. One Lakh only for each bid** failing which the tender shall be summarily rejected.

This EMD challan shall form an essential document to be submitted with the tender. The deposited Earnest Money will not carry any interest. The EMD will be refunded automatically to the unsuccessful bidders from the system itself. EMD will be forfeited if selected bidder fails to deposit Security Deposit within stipulated period or fails to accept the Letter of Intent. EMD may also be forfeited if a bidder withdraws its bid during the period of Bid Validity or if a bidder breaches the terms and conditions of this RFP.

5) Submission of Tender

- a. All Annexure 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.
- b. 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 using the Digital Signature Certificate (DSC).
- c. 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.
- d. Tender form downloaded in the name of the prospective bidder /firm alone should be used, otherwise it will be rejected.

6) Quotation of Rate

- a. The bidder must quote rate in percentage of the Schedule of Rate (SOR). The bidder shall duly fill, sign and upload the BOQ, in the system, for each of their bids, in respect of each of the e-Tender(s) it participates in. The bidder shall have to quote a single percentage of SOR in respect of all the four slabs of the SOR. The rate shall include all sorts of taxes and levies except GST, if any.
- b. The financial rate of the bidder is to be submitted online only, in the stipulated format of Commercial bid. Mention of rate anywhere else in the tender document shall make it liable to be rejected.
- c. The Financial bids of only the Technically Qualified Bidders shall be opened.

7) Pre Bid Meeting

Prospective bidders in the tender may attend a Pre-Bid Meeting which will be held on atat Conference Hall, 7th Floor, Department of Food and Supplies, Khadyashree Bhawan, 11-A, Mirza Ghalib Street, Kolkata 700 087 for any type of clarification regarding e-Tender. In case of any query, the bidder may write to the following email id on or before the pre bid meeting.

ddpscpc1.fs.wb@gmail.com.

No queries will be entertained after the pre bid meeting.

A template of timeline in respect of bidding process leading to the selection of bidder is given at **Appendix IV**

Section IV Eligibility Criteria

1) **Technical qualifications:** A bidder shall be technically qualified if he fulfills the following criteria:

Sl No	Technical criteria	Documentary evidence to be uploaded
a.	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	For Company: Certificate of Incorporation, Memorandum of Association and Articles of Association For LLP: Registration Certificate, LLP Agreement For Partnership Firm: Registration Certificate and Partnership Deed

	<p>(iv) a proprietorship firm. The bidder must be in existence for last three years as on the date of submission of the bid, having its registered office and/or principal place of business in the State of West Bengal. The bidder must be a firm/entity as required above engaged in the business of transport.</p>	<p>For Proprietorship Firm: Trade License issued by the competent authority.</p>
b.	<p>The bidder must have capacity to transport at least 600 Tons of food grains (paddy/rice) using at least 60 goods carrying vehicles at a time.</p>	<p>Self declaration to the effect that the bidder will submit documentary evidence like contract/agreement with owners of good carrying vehicles if he is selected as L1 and he will submit the same within fifteen days from the receipt of the letter of intimation.</p>
c.	<p>Out of 60 goods carrying vehicles, 5 should be in his own name to transport food grains across the district.</p>	<p>Regarding ownership of at least 5 goods carrying vehicles, Documentary evidence should be submitted.</p>
d.	<p>Responsibility of the bidder to take care of the goods to be carried in his vehicles.</p>	<p>Self-declaration regarding taking utmost care while transporting the food grains (paddy/rice) 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.</p>

2) Financial Qualifications:

	Financial Criteria	Documents to be uploaded
a.	The bidder must be financially solvent	<p>The bidder shall upload the copy of the following:</p> <ul style="list-style-type: none">(i) Financial statement with an annual turnover in transportation job not less than 40 Lakh / year per district for the last three financial years (2019-20, 2020-21 and 2021-22), duly certified by a Chartered Accountant.(ii) Solvency Certificate amounting to Rs 20 Lakh to be issued by bank.(iii) Income Tax Return for the last 3 financial years (2019-20, 2020-21 and 2021-22).(iv) The GST registration certificate(v) PAN Card of the Firm/Organization/Company.
b.	Bank Details	Updated Bank Pass Book/ A cancelled cheque drawn on the bank showing clearly the name of the Firm/Organization/Company, address, Bank Name & its Branch, Bank A/c number, IFSC Code, contact numbers of the concerned Bank
c.	EMD	The bidder must submit an EMD of Rs one Lakh only for each bid.

Section V
Evaluation and Selection

1) Technical Evaluation

- a. The DDP&S (TIA) shall open, evaluate and compare the Technical Proposals that have been determined to be substantially responsive during the preliminary scrutiny.
- b. The DDP&S shall review the Technical Proposal in terms of the Eligibility Criteria and the Documents to be submitted in support of the bid. To assist in the scrutiny, evaluation and comparison of the bids, the DDP&S may, as its discretion, ask any of the bidders for clarification on their bid on any of the points mentioned therein and the same may be sent through e-mail. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DDP&S at the time of evaluation of the bids.
- c. The DDP&S may also summon any of the bidders to seek additional information and documentation as well as the original hard copies of any of the documents uploaded by the bidder on the Portal, for purposes of verification. In the event the bidder does not submit such information and/ or documents to the DDP&S within the stipulated time, their bids may be rejected.

2) Selection of the Bidder

- a. Financial bids of only the technically qualified bidders shall be opened. Names of technically qualified bidders will be notified through the e tender portal which the bidders may see through their own user ids.
- b. Identification of bidder with lowest Financial Proposal (“L1”) will be determined as per the criteria below:
 - (i) The bidder who has submitted the lowest Financial Proposal as per the format provided in this RFP shall be termed as the L1 bidder;
 - (ii) A confirmation on the Financial Proposal will be sought from the L1 bidder;
 - (iii) If L1 bidder fails to accept the Financial Proposal along with terms and conditions, the bid will be treated as cancelled and EMD of the L1 bidder will be forfeited;

- (iv) In the event the Financial Proposals of 2 (two) or more bidders are at par, the DDP&S will hold an inter se auction amongst such bidders to quote further lower bids and shall declare the bidder who has offered the lowest bid in such auction to be the L1 bidder.

3) Letter of Intent

- a. The selected bidder will be notified of the award of the contract by the DDP&S (“**Letter of Intent**”) prior to expiry of the Bid Validity period by uploading such information on the Portal; and
- b. Until the work order is executed, the Letter of Intent shall constitute a binding direction on the selected bidder to perform its obligations as may be directed by the DDP&S.

4) Submission of Security Deposit

The selected Transport Contractor(s) should furnish a **Security Deposit in the form of Performance Bank Guarantee (PBG) of Rs. 20,00,000/- (Rupees twenty Lakhs only)**, within a week of the acceptance of his tender, in favour of the Director of Finance drawn on any scheduled Banks payable at Kolkata. **The Security Deposit will not carry any interest.**

5) Signing of Contract

- a. Within seven days after receipt of the PBG from the selected bidder, the DDP&S or his authorised Officer shall enter into the contract.
- b. Notwithstanding the fact that 1 (one) bidder may be the selected bidder for more than 1 (one) district, separate and distinct Transport Contracts shall be executed with each such transport contractor for each such district.

6) Change in Scope of Work

- a. The DDP&S may at any time at its convenience and without assigning any reason whatsoever, change or modify the Scope of Work of the transport contract by providing an intimation in writing specifying *inter alia* the nature and scope of the modification of the Scope of Work (“**Modification Intimation**”);

- b. Upon receipt of the Modification Intimation by the transport contractor relating to a reduction in the Scope of Work, the Contract with the Transport Contractor shall be deemed to have been modified to the extent of reduction in the Scope of Work of the Transport Contractor. Further, in the event of abovementioned reduction of the Scope of Work, the Payment that the Transport Contractor is entitled to receive under the terms of the Transport Contract shall also be proportionately reduced;
- c. After receipt of the Modification Intimation by the Transport Contractor relating to an increase in the Scope of Work, the Transport Contractor shall perform such increased Scope of Work at the rate equivalent to the Financial Proposal of the Transport Contractor which has been accepted by the DDP&S; and
- d. The Transport Contractor shall implement the change in Scope of Work promptly and in compliance with the terms of the Contract and the Order.

7) Failure to Agree with the Terms and Conditions of the RFP / Contract

The failure on part of the bidder/ selected bidder/ Transport contractor to agree and comply with the terms and conditions of the RFP/Transport Contract/Transport Order shall constitute sufficient grounds for the rejection of the bidder's proposal or cancellation of the Letter of Intent to the selected bidder or termination of the Transport Contract executed with the Transport contractor or cancellation of the Order issued to the Transport contractor, as the case may be and in such an event the DDP&S shall be entitled to forfeit the EMD or PBG, as may be applicable.

8) Validity of Offer

The work order shall remain valid initially for two years. However, it may be extended if deemed necessary by the relevant authority.

Section VI

General Instructions to Bidders

1) Corrupt Practices

- a. The DDP&S requires bidders to observe the highest standard of ethics during the bidding process and during the Term and Renewal(s), as may be applicable; and

- b. The DDP&S may, if it determines that a bidder has, directly or through an agent, affiliate or associate has engaged in corrupt, fraudulent, coercive or restrictive practices in competing for, or in executing the Contract with the DDP&S:
 - (i) reject the bidder's proposal; and/ or
 - (ii) declare the bidder indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the Department of Food and Supplies, Government of West Bengal and any of its directorates and undertakings; and/ or
 - (iii) cancel or terminate the Contract.

2) Anti-Collusion

- a. The DDP&S reserves the right at its discretion to report suspected collusive or anti-competitive conduct by bidders to the appropriate regulatory authority and to provide the authority with all relevant information in relation to the same; and
- b. The bidder warrants that the bid has been prepared and submitted without any consultation, communication, contract, arrangement or understanding with any competitor regarding:
 - (i) Prices;
 - (ii) Methods, factors or formulas used to calculate prices;
 - (iii) The intention or decision to submit, or not submit a bid;
 - (iv) The submission of a bid that is non-conforming; and
 - (v) The terms of the bid.

3) Conflict of Interest

The DDP&S considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, and that such conflict of interest may contribute to or constitute a prohibited practice by the DDP&S, which requires that bidders, transport contractors, and contractors under contracts with the DDP&S, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of the bidding process. Consequently, all bidders found to have a conflict of

interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a. they have promoters/ controlling shareholders/ partners/ designated partners/ proprietors/ management in common;
- b. they receive or have received any direct or indirect subsidy or financial grant or financial assistance from any of them;
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the DDP&S regarding this bidding process.

4) Amendment of RFP

At any time prior to the last date of submission of bids, the DDP&S for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by way of an amendment or addition. Such modification shall be deemed to form an integral part of the RFP. Any such communication shall be posted on the Portal and bidders are requested to visit the Portal for updates.

5) Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and technical specifications specified in the RFP. Further, the bidder shall be required to submit, as a part of its Technical Proposal, an undertaking that there is no deviation between the scanned copies of the original documents duly uploaded on the Portal vis-à-vis the physical copies of the original documents.

6) Offer to Selected Bidder of the Geographically Nearest District

In the event of non-availability of bids in respect of any district, the DDP&S shall have the right to offer the contract in respect of that district to the selected bidder of the geographically nearest district, at the rate equivalent to the Financial Proposal accepted by the DDP&S for such geographically nearest district. Further, if the Contractor of any district fails to perform its obligations under the Contract, the DDP&S shall have the right to terminate the Contract and offer

the contract in respect of that district to the Contractor of the geographically nearest district, at the rate equivalent to the Financial Proposal accepted by the DDP&S of the Contractor whose Contract has been terminated. Upon the acceptance of the offer by the said selected bidder, as the case may be, it shall be deemed to be the selected bidder for the said district and a separate work order shall be executed with the said selected bidder, in that regard. However, the contract shall be carried out by the said Contractor at the designated unloading point in the district where it was originally the selected bidder.

- 7) The contract will be governed by the laws of India for the time being in force and shall be subjected to the exclusive Jurisdiction of the Courts of Kolkata only.
- 8) That all legal proceeding arising out of this Tender document shall be subjected to the exclusive jurisdiction of the Courts at Kolkata only.
- 9) That 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.
- 10) 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 Director, Directorate of DDP&S shall be final and binding upon the parties.
- 11) 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.
- 12) 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 Secretary, Department of Food & Supplies. 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 Secretary, Department of Food & Supplies 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 Directorate 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.

- 13)** It is not binding on the part of the Director, Directorate of DDP&S, 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.
- 14)** The bidders should submit documents regarding credential, financial capability and goods carrying vehicles owned by him/ under his disposal, experience in the work of transportation by the bidder, in their official letter head.
- 15)** The firms/ companies/ transport contractors who have been blacklisted or a process of blacklisting is pending against them, are debarred from participating in the tender process even if they happen to deposit Earnest Money.
- 16)** Conditional Tenders shall not be accepted and will be summarily rejected.
- 17)** The decision of the Directorate, DDP&S after evaluation of the documentary evidences the eligibility of bidder shall be final.
- 18)** The Directorate, DDP&S reserves the right to reject any/all tender without assigning any reason thereof and the same should not be questioned, whatsoever.
- 19)** 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.
- 20)** Any notice to be served by either party on the other, on the other, shall be send by email.

21) 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.

22) Penalty Provisions

- a. If a selected transport contractor fails to place good carrying vehicles as per schedule, their Security Deposit in the form of BG remains liable to be forfeited. Besides, the Director shall be entitled to recover consequential loss, if any, sustained by the Directorate, DDP&S from the Transport Contractor.
- b. In case of non-deposition of Security Deposit within stipulated time, and unwillingness after selection of transportation contractor, EMD as deposited will be forfeited.
- c. In case of any delay beyond scheduled time of loading from the concerned Purchase Centers/rice mill from the time of issuance of challan, transportation bill will be paid deducting a penalty of Rs.1000 per hour of delay from the scheduled time.
- d. If the vehicle is not at all reported at the Purchase centre/rice mill on the entire scheduled date, a penalty amounting to Rs One Lakh shall be imposed up on the Transport Contractor.

23) Delivery And Payment

- a. The Transport Contractor should deliver the indented quantity of food grains (paddy/rice) 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.
- b. 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 Contractor of the designated originating/loading points and unloading/termination points concerned.
- c. The Director also reserves the right to recover any dues from the successful bidder, which is found, on a later date. Accordingly, the Transport Contractor is liable to pay such dues to the Directorate, DDP&S immediately on demand.
- d. Transport contractor shall submit the claim of Transportation before the DCF&Ss of the respective district month wise. The claim shall accompany the detailed statement of movement

of Paddy and CMR separately, Vehicle details, distance covered, loading/unloading challans duly certified by the competent authority and other documents to be specified by the Directorate of DDP&S, F&S Dept. DCF&S shall verify the claim submitted by the TC with respect to the quantity of paddy procured at Purchase Centers, Quantity of CMR delivered with respect to RRO/WQSC, approved distance certificate, route diversion (if any) etc and make necessary deduction of penalty as per provision in Sl. No.22 above (if applicable). Statutory deduction on account of TDS etc shall also need to be made by DCF&S. Payment shall be made from DCF&S end directly into the Bank Account of Transport Contractor.

Director
Directorate of DDP&S

Section VII
ANNEXURES
Annexure I
Technical Proposal

(i) Covering letter (on bidder's letterhead):

To
The Director
Directorate of District Distribution, Procurement and Supplies
Department of Food and Supplies
Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Submission of Technical Proposal

Ref: (i) RFP No.....of DDP&S/ F & S DEPTT dated for selection of Transport Contractor and (ii) e-Tender(s) bearing No. [●] dated[●]for [●] district(s)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the service as required and outlined in the RFP.

We attach hereto our response to the technical requirements specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the DDP&S is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DDP&S in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Letter of Intent may be cancelled or the contract may be terminated or the work order may be cancelled at the sole discretion of the DDP&S, as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of two years.

We hereby declare that in case we are chosen as the selected bidder, we shall submit the PBG.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the service specified in the bid.

Following are the particulars of our organization:

Sl. No.	Description	Details
1.	Name of the Company/LLP/Partnership Firm/Proprietorship Firm	
2.	a) Registered Office/ Registered Corporate Address	

	b) Principal Place of Business	
3.	Year of Incorporation/ Registration/ Commencement of Business	
4.	Corporate Identification Number/LLP Identification Number/ Registration Number/Trade License Number	
5.	Phone No., Fax No. and E-mail ID	
6.	Website URL/Address	
7.	Brief Description of the Business	
8.	Bank Account Details (Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code and MICR Number)	

Contact Details of authorized representatives for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our organization and authorized to sign this

document as well as such other documents, which may be required in this connection.

Thanking You

Yours Faithfully

For [Name of Bidder]

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

(ii) Document Submission Checklist for Technical Proposal:

The Technical Proposal shall comprise of the following documents to be submitted by the bidder as mentioned below and the bidder shall duly fill, sign and upload this document checklist as a part of the Technical Proposal.

Sl. No.	Documents to be submitted	Submitted(Yes /No)
1.	Covering letter for Technical Proposal as per format provided in Annexure I	
2.	Document Checklist for Technical Proposal	
3.	Covering letter for Financial Proposal as per format provided in Annexure II	
4.	Certificate of Incorporation or Registration Certificate or Trade License issued by the competent authority, as may be applicable	
5.	Memorandum of Association and Articles of Association or LLP Agreement or Partnership Deed, as may be applicable	
6.	Self declaration to the effect that the bidder will submit documentary evidence like contract/agreement with owners of good carrying vehicles if he is selected as L1 and he will submit the same within fifteen days from the receipt of the letter of intimation.	

7.	Documentary evidence regarding ownership of at least 5 goods carrying vehicles	
8.	Self-declaration regarding taking utmost care while transporting the food grains (paddy/rice) 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	
9.	Financial statement with an annual turnover in transportation job not less than 40 Lakh/ year per district for the last three financial years (2019-20, 2020-21 and 2021-22), duly certified by a Chartered Accountant	
10.	Solvency Certificate amounting to Rs 20 Lakh to be issued by bank	
11.	Income Tax Return for the last 3 financial years (2019-20, 2020-21 and 2021-22)	
12.	Copy of GST registration certificate	
13.	Copy of PAN Card of the Firm/Organization/Company	
14.	Power of Attorney for the authorized representative signing the bid on behalf of the bidder	
15.	Authorization Letter for the authorized representative signing the bid on behalf of the bidder	
16.	Self-Attested Copy of Identity Proof (Voter ID Card / Aadhaar Card / Passport) of the authorized representative signing the bid on behalf of the bidder	
17.	Letter to the DDP&S mentioning Name of the Bidder as the Account Holder, Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code and MICR Number along with a copy of a cancelled cheque drawn on the bank	

18.	Undertaking to the effect that there is no deviation between the scanned copies of the original documents duly uploaded on the portal vis-à-vis the physical copies of the original documents	
19.	Scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of EMD	
20.	Undertaking on Non-Judicial Stamp Paper of INR 100 and duly notarized, as per the format provided in Part I of Annexure III of Section IV of the RFP	
21.	Scanned copy of the RFP, e-Tender(s) including any corrigendum or addendum thereof, digitally signed.	
22.	Any other document(s)	

For [Name of Bidder]

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

Annexure II Financial Proposal

(i) Covering letter (on bidder's letterhead):

To
The Director
Directorate of District Distribution, Procurement and Supply
Department of Food and Supplies
Government of West Bengal
11-A Mirza Ghalib Street

Kolkata 700087

Sub: Submission of Financial Proposal

Ref: RFP No..... of DDP&S/ F & S DEPTT datedfor selection of Transport Contractor and (ii) e-Tender(s) bearing No. [●] dated [●]for [●] district(s)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the service as required and outlined in the RFP.

We here by submit our Financial Proposal in the format as specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the DDP&S is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements there in do not in whole or in part mislead the DDP&S in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Letter of Intent may be cancelled or the contract may be terminated or the work order may be cancelled at the sole discretion of the DDP&S, as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of two years.

We hereby declare that in case we are chosen as the selected bidder, we shall submit the PBG.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the service specified in the bid.

It is hereby confirmed that I/We are entitled to act on behalf of our organization and authorized to sign this document as well as such other documents, which may be required in this connection.

Thanking You

Yours Faithfully,

For [Name of Bidder]

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

(ii) BOQ

The bidder shall duly fill, sign and upload the BOQ, in the system, for each of their bids, in respect of each of the e-Tender(s) it participates in.

Note:

The Financial Proposal shall be inclusive all applicable rates, levies, taxes, cess and other statutory duties and impositions of whatsoever and howsoever nature, excluding GST, if applicable.

For [Name of Bidder]

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

Annexure III Undertaking

(On Non-Judicial Stamp Paper of INR 100 and Duly Notarized)

I, *[Name of Authorized Signatory]*, as the *[Designation]* of *[Name of Bidder]* state that our Company/ LLP/Partnership Firm or I, *[Name of Proprietor]*, the Proprietor of *[Name of Bidder]* state that

1. All the information and documents submitted against the RFP No..... of DDP&S/ F & S DEPTT dated for selection of Transport Contractor in 21 (twenty one) Districts of West Bengal for two years from to, are true to the best of my/our knowledge and belief.
2. I/We have also gone through all the terms & conditions of the RFP and I/we undertake to comply with the same meticulously.
3. The Earnest Money Deposit and all other documents required for the Technical Proposal and the Financial Proposal have been submitted online.
4. The Technical Proposal and Financial Proposal shall remain valid and binding upon me/us for Bid Validity Period of two years.
5. I/We shall provide the service in terms of the Scope of Work, Agreement and the Work Order.
6. I/we am/are not disqualified in any manner whatsoever, to participate in this RFP.
7. I/we have not submitted more than 1 (one) bid in respect of 1 (one) e-Tender.
8. I/we and/ or our promoters/controlling shareholders/partners/ designated partners, are not barred or blacklisted by the Government of India, Government of West Bengal, any other State Government, any Central Government/ State Government organization, undertaking, body or parastatal, in any manner whatsoever, as on the date of submission of our bid.
9. I/we and/ or our promoters/controlling shareholders/partners/ designated partners, have no pending disputes with the Government of West Bengal which continues as on the date of submission of our bid.
10. I/we have not abandoned or left unfulfilled any order issued in my/our favour in the last 2 (two) years from the date submission of our bid.
11. I/we and/ or our promoters/controlling shareholders/partners/ designated partners have not been accused of or convicted under the Essential Commodities Act, 1955 or any other law for the time being in force.

Place:
Date:

For [Name of the Bidder]

Signature of the Authorised Signatory/Proprietor

Section VIII

Appendix I

List containing district wise figure of Centralised Procurement Centers (CPCs), procurement centers organized by Agencies, empanelled rice mills and godowns

Sl No.	Name of District	No. of CPCs	No. of procurement centers organized by Agencies	No. of empanelled rice mills	No. of Godowns
1.	ALIPURDUAR	08	66	13	06
2.	BANKURA	28	206	43	10
3.	BIRBHUM	38	144	60	15
4.	COOCH BEHAR	26	81	10	15
5.	DAKSHIN DINAJPUR	15	52	13	05
6.	DARJEELING	06	37	16	04
7.	HOOGLY	38	223	83	10
8.	HOWRAH	13	92	05	12
9.	JALPAIGURI	19	90	33	14
10.	JHARGRAM	12	80	17	11
11.	MALDAH	23	78	22	17
12.	MURSHIDABAD	34	170	39	09
13.	NADIA	25	136	14	09
14.	NORTH TWENTY FOUR PARGANAS	34	81	14	19
15.	PASCHIM BARDHAMAN	07	17	5	05
16.	PASCHIM MIDNAPORE	29	115	29	15

17.	PURBA BARDHAMAN	43	193	104	25
18.	PURBA MIDNAPORE	30	100	23	08
19.	PURULIA	21	102	16	13
20.	SOUTH TWENTY FOUR PARGANAS	33	85	10	11
21.	UTTAR DINAJPUR	18	61	14	10
TOTAL		500	2209	583	243

Appendix II

District wise quantum of paddy procured and CMR delivered during the Kharif Marketing Seasons (KMS) of 2019-20 and 2020-21

Sl no	District	KMS 2019-20		KMS 2020-21	
		Procured paddy (in MT)	CMR Delivery (in MT)	Procured paddy (in MT)	CMR Delivery (in MT)
1.	Alipurduar	102352	69018	86119	58062
2.	Bankura	219814	149424	206108	139799
3.	Birbhum	300904	204620	293139	199330
4.	Coochbehar	594687	105379	124931	84942
5.	Dakshin Dinajpur	58952	62094	80910	55016
6.	Darjeeling	155126	53153	77294	51788
7.	Hooghly	91316	315299	424368	288565
8.	Howrah	80087	114015	150003	102002
9.	Jalpaiguri	463459	100897	135422	91334
10.	Jhargram	167681	113659	168952	114886
11.	Malda	149582	170423	207797	141277
12.	Murshidabad	250457	249115	404543	275075
13.	Nadia	254322	137057	182172	123820
14.	North 24 PGS	269991	216985	279723	190200
15.	Paschim Burdwan	167245	40609	54362	36964

16.	Paschim Midnapore	365753	183597	268134	182331
17.	PurbaBurdwan	201254	402621	529803	357964
18.	Purba Midnapore	318995	173246	239875	163015
19.	Purulia	166932	113684	176912	120288
20.	South 24 Pgs	299135	203430	265605	180612
21.	Uttar Dinajpur	179977	122078	179903	121928
TOTAL		4858023	3300404	4536075	3079198

Appendix III

Schedule of Rate (SoR)

Slab	Distance Slabs	Schedule of Rates (SOR) (in Rs. Ps.) per MT per KM except slab-I	% ASOR (% increase on SOR) (+) % BSOR (% decrease on SOR) (-)
Slab-I	Upto 8 Kms (Flat Rate)	194.50	
Slab-II	Above 8 KMs to 20 KMs	3.65	
Slab-III	Above 20 KMs to 40 KMs	3.33	
Slab-IV	Above 40 KMs to 80 KMs	2.52	
Slab-V	Above 80 KMs	2.00	

Example: If the bidder wants to quote rate **at par with SOR**, he has to write **zero percentage (0%)** and to quote **1% excess on SOR** i.e. ASOR (Above Schedule of Rate) they have to write **excess/(+)1%** and to quote **1% less than SOR** i.e. BSOR (Below Schedule of Rate) they have to write less/(-) **1%**.

Appendix IV

A template of timeline in respect of bidding process leading to the selection of bidders

Sl. No.	Information	Details
1.	Date of Floating the e-Tender on the following website: www.wbtenders.gov.in	26 th may,2023, 6:55 pm
2.	Document Download Start Date	27 th May,2023, 6.55 pm
3.	Start date of submitting queries on the following e-mail id: ddpsepc1.fs.wb@gmail.com .	27 th May,2023
4.	Last date of submitting queries	1 st June,2023
5.	Pre-Bid Meeting	2 nd June,2023 At Conference Hall, 7th Floor, Department of Food and Supplies, Khadyashree Bhawan, 11-A, Mirza Ghalib Street, Kolkata 700 087
6.	Last date for submission of complete bid document including Technical Proposal and Financial Proposal	10 th June,2023
7.	Date and time for opening of Technical Proposal	13 th June,2023
8.	Date and time for opening of Financial Proposal	To be intimated later

Appendix V

FORM OF AGREEMENT

(To be executed between the DDP&S and the selected Transport Contractor)

THIS SERVICE LEVEL AGREEMENT (“AGREEMENT”) is entered into on this the [●]
day of [●], 2023

BETWEEN

**THE DIRECTORATE OF DISTRICT DISTRIBUTION, PROCUREMENT AND SUPPLY,
FOOD AND SUPPLIES**

DEPARTMENT, GOVERNMENT OF WEST BENGAL, having its office at 11-A Mirza
Ghalib Street, Kolkata 700087 (hereinafter referred to as the “**DDP&S**” which expression shall,
unless repugnant to the context or meaning thereof, include its successors-in-interest and/ or
assigns) of the **First Part**

AND

[If the Transport contractor is a Company]

[●], a company within the meaning of Companies Act 2013, having PAN [●] and CIN [●],
having its registered office at [●], represented by its director/ authorized signatory [●],
(hereinafter referred to as the “**Transport contractor**”, which expression shall, unless
repugnant to the context or meaning thereof, include its successors-in-interest and/ or permitted
assigns) of the **Second Part**.

[OR]

[If the Transport contractor is a Partnership Firm/Limited Liability Partnership]

[●], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 having PAN [●] and LLPIN [●]/Partnership Registration No. [●], having its principal place of business at [●], represented by its authorized partner [●], (hereinafter referred to as the “**Transport contractor**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and/ or permitted assigns and the heirs, legal representatives, successors, executors, administrators and/ or permitted assigns of the respective partners) of the **Second Part**.

[OR]

[If the Transport contractor is a Proprietorship Firm]

[●], a proprietorship firm, having its principal place of business at [●], represented by its proprietor[●](hereinafter referred to as the “**Transport contractor**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, successors, executors, administrators and/ or permitted assigns) of the **Second Part**.

The DDP&S and the Transport contractor shall be individually referred to as a **Party** and collectively referred to as **Parties**.

WHEREAS:

- a. The DDP&S had prescribed certain financial and technical criteria and invited bids by its Request for Proposal No.....of DDP&S/ F & S DEPTT dated (“**RFP**”) read with notice inviting e-tender bearing No.[●] dated[●] (“**e-Tender**”) for transportation of food grains (paddy/rice) in [●] district of West Bengal, for two years from to
- b. After evaluation of the Technical Proposals and Financial Proposals received, the DDP&S had accepted the bid of the Transport contractor (being the selected bidder) for [●] district and issued a letter of intent bearing No. [●] dated [●] (“**Letter of Intent**”) to the Transport contractor which has been duly accepted by the Transport contractor
- c. The Transport Contractor has submitted the Performance Bank Guarantee in accordance with Clause 4 of Section V of the RFP.
- d. Accordingly, the DDP&S and the Transport contractor has mutually agreed to enter into

and be legally bound by the terms and conditions recorded in this AGREEMENT and record their respective rights,powers, duties and obligations in connection therewith.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) Any word or expression or any capitalized terms used in this AGREEMENT shall, unless otherwise specifically defined in this AGREEMENT, have the same meanings as are respectively assigned to them in the RFP.

- 2) The following documents (collectively referred to as “**Transaction Documents**”) shall be deemed to form and be read and construed as part of this AGREEMENT and shall be binding on the Transport contractor:
 - a. Notice Inviting e-Tender bearing No.[●] dated[●] 2023 in terms of Section I of the RFP;
 - b. Scope of Work being Section II of the RFP;
 - c. Application Procedure being Section III of the RFP;
 - d. Eligibility Criteria being Section IV of the RFP;
 - e. Evaluation and Selection being Section V of the RFP;
 - f. General Instruction to bidders being Section VI of the RFP
 - g. Annexure I-III being Section VII of the RFP
 - h. Bid submitted by the Transport contractor comprising the Technical Proposal and the Financial Proposal;
 - i. Clarifications to the queries raised by the bidders *[if applicable]*;
 - j. Addendum/Corrigendum dated [●] issued by the DDP&S*[if applicable]*;
 - k. Letter of Intent bearing No. [●] dated[●] 2023 issued by the DDP&S to the Transport contractor; and
 - l. Any other letter or communication exchanged between the DDP&S and the Transport Contractor during the tender process and the Term and Renewal(s), as may be applicable.

- 3) In consideration of the payments to be made by the DDP&S to the Transport Contractor for the service in terms of the Scope of Work under the AGREEMENT, the Transport Contractor hereby covenants to carry out its obligations in conformity in all respects with the provisions of the Transaction Documents.

- 4) Unless otherwise agreed between the Parties, all notices required to be given under this AGREEMENT shall be in writing and must be delivered by hand or sent by post or by e-mail to the other Party at the address or e-mail address of that Party as provided below,

save and except notice(s) of termination which shall only be delivered by hand or sent by post.

DDP&S:

11-A Mirza Ghalib Street, Kolkata 700087, E-mail ID: ddpscpc1.fs.wb@gmail.com.

Transport contractor:

[●]

A Party may change its address for service provided that it gives the other Party notice of the same in accordance with this clause.

- 5) This AGREEMENT may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document and a Party may execute this AGREEMENT by signing any one or more such documents or counterparts.

IN WITNESS WHEREOF the Parties have executed and delivered this AGREEMENT by their duly authorized representatives on the date first above written:

<p>Signed, Sealed and Delivered</p> <p>on behalf of the DDP&S by the hand of [●]:</p> <p>[●](Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●](Signature) [●] (Name) [●] (Designation)</p>	<p>Signed, Sealed and Delivered</p> <p>on behalf of the Transport Contractor by the hand of its Director/Partner/Designated Partner pursuant to authorization letter dated [●] and pursuant to power of attorney dated [●]:</p> <p>[●](Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p>
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