

WEST BENGAL STATE WAREHOUSING CORPORATION

(A GOVERNMENT UNDERTAKING)

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

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

**TENDER
FOR APPOINTMENT OF
CONTRACTOR FOR HANDLING & TRANSPORTATION OF
FOOD GRAINS AND ALLIED SERVICES AT DABGRAM GFD
ON AD-HOC BASIS**

Last Date and Time of submission of Bid: 09.04.2021at13:00 Hrs

Opening Date and Time:

Technical Bid: 09.04.2021at 14:00 Hrs

Financial Bid: 12.04.2021at 14.00 Hrs

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Section 1

NOTICE

The West Bengal State Warehousing Corporation (hereinafter “**WBSWC**”) invites tenders under two bid system from professionally competent and financially sound interested person(s) for appointment of a contractor for handling of food grains and allied services at Dabgram GFD purely on an ad hoc basis **in terms of the order dated 26.03.2021 passed by the Hon’ble Calcutta High Court in the Circuit Bench at Jalpaiguri in WPA No. 758 of 2021.** This appointment shall remain valid till engagement of a regular contractor through e-tender after the General Election to the West Bengal Legislative Assembly-2021.

Name of Godown	District	Capacity of Godown (in MT.)	Estimated value of contract (Rs.)	E.M.D. (Rs.)
GFD Dabgram	Jalpaiguri	15,600	7,80,000/-	15,600

Period of contract	June-2021 Extendable till engagement of a regular contractor through tender.
Bid validity period	30 days from the last date of submission of bid.
Earnest Money Deposit Value	2% of the value of the contract

Earnest Money Deposit of the selected bidder will be treated as the security deposit that will be kept at the custody of WBSWC till completion of the contract.

The bidders are required to submit the technical documents in one sealed folder and the financial bid in another sealed folder. Both the folders shall be kept in one sealed folder mentioning the name of the work and name of the bidder with address. Both the folders should be properly marked as “Technical proposal” & “Financial proposal”.

Section 2

DATE AND TIME SCHEDULE

PARTICULARS	DATE	TIME	VENUE/PORTAL
<i>Date of Publication of the notice</i>	01.04.2021	14.00 Hrs	Website: www.warehousingwb.com Notice board of WBSWC at Khadya Bhavan, Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata-87. Notice Board of Dagbram GFD Notice Board of DCF&S, Darjeeling
<i>Bid proposal submission start date</i>	05.04.2021	13.00 Hrs to 17.00 Hrs	At the drop box kept at the chamber of the Secretary, WBSWC.
<i>Bid proposal Submission end date</i>	09.04.2021	11.00 Hrs to 13:00 Hrs	At the drop box kept at the chamber of the Secretary, WBSWC.
<i>Date & Time of opening of Technical bids</i>	09.04.2021	14:00 Hrs	Conference Hall of WBSWC at Khadya Bhavan, Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata-87
<i>Date & Time of opening of Financial bids</i>	12.04.2021	14.00 Hrs	Conference Hall of WBSWC at Khadya Bhavan, Block-B (4 th Floor), 11/A Mirza Ghalib Street, Kolkata-87

Bid proposal can be submitted from 11.00 Hrs to 17.00 Hrs from 06.03.2021 to 08.03.2021.

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

Section 3

SCOPE OF WORK

Handling and transportation work of food grains and allied services etc. at WBSWC Warehouses/ Godowns. The works include handling and transportation of stocks i.e. loading, unloading, stacking/ restacking, collection of spillage and restacking etc. Handling contractors will also be required to perform the jobs of Preservation and Quality Control Management of stored stocks of foodgrains as per direction of the Quality Control trained Inspectorate staff or any other officer of WBSWC and/or State Govt. posted at Dabgram GFD. The selected contractor would be responsible for carry out the instruction and guidance issued from time to time by such officers. Normally transportation of stocks will not be required. However, transportation of stocks from one warehouse to another warehouse or to Railway siding and vice-versa shall be required to be performed by the contractor if exigency so arises.

3.1. Brief Description of Work

Unloading/ Loading of foodgrains bags from/ into trucks/ vehicles/ carts, stacking (simple/ block/ crisscross – as the case may be) the foodgrains bags, bagging, rebagging wherever/ whenever necessary, weighment, standardization, cleaning of foodgrains, etc., and transporting/ handling of foodgrains from one warehouse to another warehouse(s) or vice/ versa or transporting them from one place to any other place in and around the designated warehouse.

The bidders must get themselves fully acquainted with the size and location of godowns vis a vis loading/ unloading points/ nature of work/ infrastructure facilities and functioning of all operations at the site in their own interest before submission of tenders and rates quoted by them for loading into/ unloading from trucks/ wagons shall be deemed to have been done after such acquaintance. Once a bid is submitted by a bidder, he shall be deemed to have fully acquainted himself with the size and location of godowns vis a vis loading/ unloading points/ nature of work/ infrastructure facilities and functioning of all operations at the site and shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/ group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

The services required to be performed under the contract have been described in detail in Section-10. Based on the local market trend and other relevant factors, the Corporation has prescribed rates for each of the service described in each Part which is shown in the PRICE BID (Schedule of Rates) for services annexed to the form of Tender. Bidders are required to quote for all the services detailed in Section-10 containing the terms and conditions in the tender form annexed as PRICE BID and to indicate if they offer to work on the basis of the rates shown in the schedule of rates for services or offer a uniform percentage of reduction in the rates mentioned in the said Schedule of Rates.

3.2. Preservation and quality control management

The contractor in addition to handling and transportation of stock of food grains shall have to undertake the works related to preservation and Quality control Management of stored stocks of foodgrains inside the godown under the guidance and supervision of Quality Control trained Inspector attached to the godown or as may be deputed. The contractor will be entitled to claim additional charge for this purpose @ Rs. 6.27 per M.T. per month (maximum).

3.2.1. The job of preservation & Quality Control Management includes:

1. Cleaning and drying of vacant godowns with proper pesticides, chemicals to keep it free from pests, rodents etc. Before stacking of rice bags inside the godowns.
2. Maintaining uniform and standard stack (30' × 20') with maximum 20 layers of bags in each stack having 150 MT rice in 3000 bags of 50 KGs each built in with proper alleyways (2.5') and gangways (5').
3. Daily aeration and brushing of all stacks as well as the alleyways and gangways along with chemical and pesticides treatment (including rodent control and fumigation etc.) of the preserved stocks of rice as per instruction of the Quality Control Inspector posted at the godown.
4. Refilling of loose foodgrains and classification as well as categorisation of the stocks in every fortnight to verify the intensity of infestation of stocks under the supervision of QC trained Inspectors, F&S Deptt./ officials assigned for doing so.
5. Maintenance of stack card with noting on classification and chemical treatment etc. and the Registers as per instruction of the Quality Control Inspector posted at the godown.
6. Maintenance of FIFO (First In First Out) strictly.

3.2.2. The base price of different procedures for quality control measures to be taken in a standard godown has been fixed to a maximum of Rs. 6.27 per MT per month.

3.2.3. The Handling & Transportation Contractor shall ensure availability of quality control equipments such as fumigation covers etc., which shall be used for the Q.C. works under the supervision & guidance of the QC trained Inspectorate staff posted in warehouses.

3.2.4. The Handling & Transportation Contractor if fails to perform the quality control works as per job description despite having specific direction from the Quality Control trained Inspectorate staff posted at warehouses will attract imposition of penal action as detailed below:

1. If any H&T Contractor neglects to perform his/her allotted jobs in connection with preservation and QC Treatment of stored stocks of rice as per job specification despite having specific instruction from the QC trained Inspectorate staff posted at the respective warehouses, he/she will be directed to perform such jobs within next seven (7) days from the date of receipt of such directions.
2. If he/she neglects to perform the assigned jobs despite receipt of such notice within seven days, his/her appointing authority shall have the right to forfeit a portion/ or whole amount of the security deposit. The decision of the appointing authority i.e. the Managing Director, WBSWC shall be final and shall be binding on the H&T Contractor.
3. If he/she neglects to perform the assigned jobs in more than two occasions, the appointing authority shall have the right to cancel his/her engagement order and forfeiture of security deposit and may also Blacklist him/her for next five (5) years. The decision of the appointing authority i.e. the Managing Director, WBSWC shall be final and shall be binding on the H&T Contractor.

Section 4

ELIGIBILITY CRITERIA

- 4.1. Bidders should be a Proprietorship Firm / Partnership Firm / Company / Limited Liability Partnership / Cooperative Society or a duly registered Society under appropriate provisions of applicable law.
- 4.2. Bidder should have at least three years proven experience of Rake Handling and/ or Transportation duly obtained from Manufacturer/ PSU/ Govt. Dept./ Private Limited Company dealing in the field of Fertilizer, Food grains, Sugar, Coarse grains or any other commodity during last five financial years. Bidder should have executed in any of the immediate preceding three years the work of value;
 - (a) At least 20% of the estimated value of the contract in one single contract.
 - OR
 - (b) 30% of the estimated value of the contract in different contracts.
- 4.3. Experience certificate in the proforma prescribed at Annexure-IV shall be produced stating proof of satisfactory execution and completion of the contract(s) besides duly certifying the nature, period of contract, and value of work handled. The experience certificate should be on the official letter head of the issuing authority. The DCF&S or the ADCF&S in case of the district may issue the certificate for the godowns under their jurisdiction. The Secretary, WBSWC or any officer of WBSWC authorised by him may issue the certificate on behalf of him. In case of godowns of CWC or FCI, the appropriate authority to issue the certificate shall be decided by them.
- 4.4. If the tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.
- 4.5. The tenderer must have financial solvency at least 20% of the estimated value of contract of the warehouse.

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

Section 5

DOCUMENTS REQUIRED

5.1. FOR TECHNICAL PROPOSAL:

1. Certified copy of Partnership Deed/ Article of Association/ Memorandum of Association/ Bye – laws etc. as applicable.
2. Certificate of Registration in case of Partnership firm.
3. Authorization letter wherever applicable.
4. Bank Statement for the last six months from banker(s).
5. Duly Audited Balance Sheet and P & L Account of preceding three financial years.
6. Income Tax Returns for preceding three financial years.
7. Copy of PAN Card
8. Copy of Trade Licence.
9. Duly filled in copy of Annexure-I& II.
10. Duly filled in copy of Annexure-III.
11. Duly filled in copy of Annexure-IV.
12. Undertaking regarding submission of correct and true information and non-possession of any Govt. licence issued by the F&S Department and Rice Mills/ Flour Mills (Annexure-V).
13. Duly filled in copy of Annexure-VI.
14. EMD in the form of demand draft.

ALL the above documents must be Self Attested and should be kept in separate folder mentioning as “Technical Proposal”.

Notes

1. ***Non-submission and/ or submission not in proper format/ manner of the above documents shall lead to disqualification.***
2. ***Conditional, ambiguous and incomplete bids will be summarily rejected.***
3. ***Any type of canvassing by the Bidder in furtherance of a bid is strictly prohibited.***
4. ***Exemption from deposition of Earnest Money shall not be allowed under any circumstances.***
5. ***The Tender Inviting Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of bidding.***
6. ***The Bidder shall bear all costs associated with the preparation and submission of the Bid and the authority will no case be responsible and liable for those costs.***

5.2. FOR FINANCIAL PROPOSAL:

Bill of Quantities (BOQ): Quoting rate for handling of hundred bags of rice for which the Bidder is bidding (As per Price Bid given in Annexure – VIII). The Schedule of Rate (SOR) is Rs. 168/- for handling of hundred bags.

While quoting rate in Price Bid (BOQ), the following important notes must be carefully followed:

1. In case a bidder wishes to make a bid at par with SOR, he/ she shall write his/ her bid as 0 (zero) in column 4 of Price Bid (BOQ).
2. In case a bidder wishes to make a bid below SOR, say 10% below SOR, he/ she shall write minus 10 (-10) in column 5 of the Price Bid (BOQ). It is to be noted that the quoted rate of a bidder should not be below 20% of the base rate (SOR).

In case, the rates are quoted in a manner other than mentioned above, the bidder is liable to be ignored. The quoted rate of a tenderer should also not exceed base rate (SOR). The bidder should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

As the transportation of stocks from one godown to another godown, from godown to railway siding and vice-versa is not normally arisen except on special circumstances, no rate in this field shall be required. The rate of such transportation of stocks, if exigency so arises, will be as per the price bid as detailed in the Annexure- VIII and that will be binding on the selected bidder.

Similarly, no rate regarding Preservation & Quality Control Treatment of stored stocks of foodgrains need to be quoted as the rate on these services is fixed as per SOR subject to a maximum of Rs. 6.27 per MT per month and may revise as per order of the Food & Supplies Department from time to time.

5.2.1. Price Conditions

1. The rates quoted by the Bidder shall be deemed to be inclusive of all the taxes, levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the Bidder Supplier will have to pay for the performance of its obligations hereunder.
2. The Bidder shall comply with the proper bye-laws and legal orders of the local bodies or public authorities having jurisdiction over its operations and pay all fees and charges for which the Bidder may be liable. The Tender Inviting Authority shall not be responsible for such costs and expenses.

The Financial Proposal of the bidder shall be kept in a separate sealed folder mentioning as “Financial Proposal”. This folder will be opened only if the bidder is found eligible after verification of the documents in the technical folder.

Section 6

DISQUALIFICATION CONDITIONS

6.1. GROUND FOR DISQUALIFICATION

1. Bidders who have been blacklisted or otherwise debarred by SWC/ CWC/ FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or a period of 5 years from date of blacklisting/debarment, whichever is earlier.
2. Any bidder whose contract with the SWC/ CWC/ FCI or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of contract period at any point of time during last 5 years will be ineligible.
3. Bidder(s) whose EMD and/or SD has been forfeited by SWC/ CWC/ FCI or any Department of Central or State Government or any other Public Sector Undertaking, on serious/ grave ground i.e. submission of false/ forged/ tempered/ fabricated/ manipulated documents/ information at any occasion during last 5 years will be ineligible.
4. If the proprietor/ any of the partners of the firm has been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
5. (a) Bidders who are in possession of a Govt. License issued by the Food & Supplies Department, Govt. of West Bengal or in possession of any Rice Mill or a Flour Mill will be ineligible.
(b) The private investor that is owner of the PEG godowns will not be eligible to apply.
6. 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 etc.) will render the bidder disqualified.

- 6.2.** At any stage during the bidding process, or even after the issuance of the work order, if it is found that the Bidder has willfully made any misleading or false representations in the forms, statements and attachments submitted as the proof of the qualification requirements and/or has suppressed material information (which may render the Bidder ineligible to participate) WBSWC reserves the right to cancel the work order, forfeit Earnest Money Deposit, Security Deposit and terminate any arrangement with such Bidder, without prejudice to its rights and contentions reserved under the Applicable Laws.

If a Successful Bidder has been found to be in recurring default of its obligations under this Tender, WBSWC reserves the right to terminate all agreements with such Successful Bidder with respect to Handling of Foodgrains, without prejudice to its rights and contentions reserved under the Applicable Laws.

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

Section 7

INSTRUCTIONS TO BIDDERS

7.1. GENERAL INSTRUCTIONS

7.1.1. **Collection of Tender Document:**

The intending Bidders can search & download Tender Document(s) electronically from the website of the WBSWC www.warehousingwb.com/. This is the only mode of collection of Tender Documents. There is no Tender Document Fee with respect to this tender.

7.1.2. **Submission of Tender:**

Tenders are to be submitted at the drop box kept the chamber of Secretary, WBSWC in a folder containing two folders at a time, one folder should contain all the documents as mentioned in technical proposal & should mark as “**Technical Proposal**” and the other folder should contain price bid & should mark as “**Financial Proposal**” on or before the prescribed date and time.

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

The earnest money is to be deposited in the form of demand draft payable at Kolkata issued by any scheduled bank in favour of the West Bengal State Warehousing Corporation. The demand draft is to be put in the technical folder.

7.1.4. **Refund of Earnest Money Deposit:**

The Earnest Money of the Bidders who do not qualify technically shall be refunded. Further, Earnest Money of technically qualified bidders except L1 shall be refunded after finalization of the tender process. Earnest Money of L1 Bidder shall be treated as security deposit and shall be at the custody of WBSWC till completion of the contract. No interest will be paid for the EMD as well as security deposit.

7.1.5. **Forfeiture of Earnest Money Deposit of a Bidder will be mandated under the following circumstances:**

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

- 7.1.5.1. Withdrawal of bid, while bids are under consideration during the tendering period.
- 7.1.5.2. Bidder becoming disqualified in accordance with clause 6.1. of Section 6 here in above, after issuance of Work Order by the WBSWC.
- 7.1.5.3. Any unilateral revision made by the Bidder during the valid period of offer.

7.1.5.4. Failure to accept the “Work order” or execute the Agreement within prescribed time limit.

7.1.5.4.1. Failure to execute the work or part thereof.

7.1.5.4.2. Providing false or fabricated information/documents.

7.2. Amendment of Bidding Document:

At any time, prior to the deadline for submission of bids, WBSWC may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by way of corrigendum(s) and/or amendments. Any such amendment shall form an integral part of this Tender Document.

WBSWC reserves the right to extend the deadline for submission of bids in case any material amendment has been made to the Tender Document. Such amendments, modifications, clarifications etc. issued by WBSWC shall be binding on the bidders, and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid. Bidders should take into account any corrigendum/addendum published with respect to this Tender from time to time and such modifications and/or amendments and/or clarifications will be binding on the Bidder notwithstanding whether the Bidder has submitted the bid documents or not.

Prospective bidders are requested to visit the mentioned website on a regular basis to remain informed and updated of any and all developments with respect to the Tender. WBSWC will bear no responsibility or liability for bidders failing to do so.

The Bidder agrees and acknowledges that in matters of determining the rights and obligations of the Selected/ Successful Bidder, this Notice inviting Tender, clarifications, amendments, modifications, notices, etc. issued by the WBSWC till the date of issue of the results in this Tender, the documents submitted by the Selected Bidder during the Tender Process, Bills of Quantity, the Work Order, the Agreement and any and all other document whether mentioned hereinabove or not, but issued or exchanged as part of the Tender Process and appointment of the Selected Bidder shall constitute the Tender Documents.

7.3. Bidding Instructions:

7.3.1. Quoting the rates in Bill of Quantities (BOQ)

The Bidder shall write his/ her bid in the “*Bill of Quantities*” given in Annexure-VIII and nowhere else.

7.3.2. All bid prices quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs. **The price should be firm, final and irrevocable and not subject to any change whatsoever, even due to increase in cost of any component thereto, and any changes or imposition of statutory levies.**

7.4. Signing of tender:

- 7.4.1. Person or persons signing the tender shall state in what capacity he/she is or they are signing the tender, e.g. as sole proprietor of a firm or as a Secretary/ Manager/ Director etc., of a Limited company or as a partner of a partnership firm or a Co-operative Society. In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In case of Hindu undivided family, the names of the family members should be disclosed and the Karta, who can bind the firm, should sign the form and indicate his status below his signature.
- 7.4.2. The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm or Co-Operative Society shall be responsible to produce certified copy of Board Resolution / or a proper Power of Attorney on stamp paper duly signed and notarized by a certified NotaryAdvocate in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation under the Law.
- 7.4.3. The Contractor shall engage competent adequate staff and labourers to the satisfaction of the Managing Director or an officer acting on his behalf for ensuring efficient handling of foodgrains etc. and furnishing correct and up to date position/ information/ progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his/her/their servants or agents or representatives. The Managing Director shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractor, his/her/their servants or agents or representatives shall be final and binding on the contractor.

7.5. Corrupt Practices:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant 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 or on behalf, of the tenderer shall also make his tender liable to rejection.

7.6. Note and Other Details:

- 7.6.1. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer i.e. Technical Bid and Price bid through e-tender process only.
- 7.6.2. Intending bidders are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- 7.6.3. No definite volume of work to be performed during the currency of the contract can be guaranteed by West Bengal State Warehousing Corporation.
- 7.6.4. Registered Co-Operative Societies should furnish the proof of Registration with Registrar of Co-Operative Societies or Taluk Co-Operative Officer along with a resolution passed by the Society to participate in the tender enquiry. "The persons signing the tender form or any document of the tender on behalf of another or on behalf of a firm of Co-Operative Society shall be responsible to produce certified copy of Board Resolution/or a proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other persons or the firm as the case may be, in all matters pertaining to the contractor. If the person so signing the tender fails to produce the said Power of Attorney his tender shall be liable to summarily rejection, without prejudice to any other rights of the Corporation, under the Law."
- 7.6.5. Any clarification regarding online participation, they can contact the General Manager (Administration), W.B.S.W.C. at 11/A Mirza Ghalib Street, B-Block (4th Floor) Kolkata-700087 on any working day between 11.00 AM to 5.00 PM before the preceding day of the closing date.

Section 8

EVALUATION OF BIDS AND ACCEPTANCE

8.1. PROCEDURE

- 8.1.1. Technical proposals will be opened first in presence of the Tender Committee of WBSWC. The bidders may present in person at the time of opening of technical bids. Only one person for each participants will be allowed to be present.
- 8.1.2. Technical proposals complete in all respect will only be accepted and qualify for next stage of evaluation.
- 8.1.3. During evaluation, the Committee may summon any of the Bidders and seek clarification/ information or original of any of the documents already submitted and if these are not produced within the stipulated time frame, their bids will be rejected.
- 8.1.4. Financial proposals of only those Bidders declared technically eligible by the Tender Committee will be opened on the prescribed date.
- 8.1.5. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- 8.1.6. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1).
- 8.1.7. During the evaluation of the financial bids of the technically qualified bidders, if it is found that more than one bidder quoted the same rate, the selection will be made on the basis of lottery and that shall be final and binding on the bidders.**
- 8.1.8. The Tender Inviting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all the bids, without assigning any reason whatsoever.
- 8.1.9. Acceptance of tendered rates will be communicated by E-mail/ Express Letter or Formal letter of acceptance of tender.
- 8.1.10. The tender documents submitted by a tenderer shall become the property of WBSWC and WBSWC shall have no obligation to return the same to the bidders.
- 8.1.11. On acceptance of the tender, the name of authorized representative(s) of the tenderer who would be responsible for taking instructions from WBSWC shall be communicated to WBSWC within three working days.
- 8.1.12. The Tender Inviting Authority reserves the right to reject any or all bids, and to cancel the Tender at any point of time, before the issuance of the Supply Order, without assigning any reason, and without incurring any implicit or explicit liability.

Section 9

COMMENCEMENT OF WORK

- 9.1. The successful bidder shall enter into an agreement with the Corporation in the format as appended. The Corporation may modify the agreement, if necessary and that will be binding on the bidder. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

The agreement shall be executed within one week of the acceptance of the tender as per Annexure-VII, failing which the Contract shall be liable to be rescinded. In such case the Earnest Money Deposit of the tenderer shall stand forfeited.

9.2. Security Deposit:

- 9.2.1. The EMD of the successful bidder will be treated as security deposit
- 9.2.2. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- 9.2.3. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms of the contract and on submission of a "No Demand Certificate" by the Superintendent/ Godown In-Charge, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the contractor.
- 9.2.4. In the event of termination of the contract, the Managing Director, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- 9.2.5. The decision of the Managing Director in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- 9.2.6. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. If that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.
- 9.2.7. Whenever the security deposited falls short of the specified amount, the contractor shall make-good the deficit so that the total amount of security

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

9.3. Period of Contract:

The contract shall remain enforce for a period upto June-2021 or selection of a regular contractor through e-tender process after the General Election to the West Bengal Legislative Assembly-2021. Engagement of contractor through this process will be made purely on anad hoc basis **in terms of the order dated 26.03.2021 passed by the Hon'ble Calcutta High Court in the Circuit Bench at Jalpaiguri in WPA No. 758 of 2021.** This ad-hoc contract may be extended further till completion of the selection process through e-tender at the discretion of the Managing Director, WBSWC.

- 9.3.1. To terminate the contract at any time during its currency without assigning any reason therefore by giving thirty (30) days' notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such termination.

The action of the Managing Director, WBSWC under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

Section 10

GENERAL CONDITIONS

10.1. Definition:

- 10.1.1. The term 'Contract' shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to bidders, the tender, its Annexure and Schedules, acceptance of tender and such general and special conditions as may be added to it, the agreement and also the work order issued;
- 10.1.2. The term 'Contractor' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- 10.1.3. The term 'CONTRACT RATES' shall mean the rates of payment offered by the bidders and accepted by the Managing Director, West Bengal Warehousing Corporation for and on behalf of the CORPORATION.
- 10.1.4. The term 'Corporation' and the West Bengal State Warehousing Corporation, wherever occur shall mean the West Bengal State Warehousing Corporation established under Warehousing Corporation Act -1962 will include its Managing Director and its successor or successors and assigns.
- 10.1.5. The term "Foodgrain" shall mean and include Wheat, Paddy and Rice stored/ handled/ transported on behalf of WBSWC's depositors;
- 10.1.6. The term 'Godown'/ 'Warehouse' shall mean and include depots, godowns, warehouse already belonging to or under occupation of the WBSWC or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the premises;
- 10.1.7. The term 'Managing Director' shall mean the Managing Director of the Corporation under whose administrative jurisdiction, the West Bengal State Warehouses/ Godowns falls. The term 'Managing Director' shall also include the Warehouse In-Charge and every other officer authorized by him from time to time to execute contract on behalf of WBSWC;
- 10.1.8. The term 'Services' shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be indicated by the Managing Director, or an officer acting on his behalf;
- 10.1.9. The term 'Truck' wherever mentioned shall mean mechanically driven vehicles such as lorries etc., and shall exclude animal driven vehicles;

10.2. Rate of revision clause:

The contracted rates shall remain operative throughout the contract period including the period of extension of contract.

10.3. Change of business pattern:

In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from WBSWC on this account.

10.4. Termination of the contract:

In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements 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 Managing Director, WBSWC shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract 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 costs incurred. The non performing/defaulting H&T contractor may be suspended/banned for trade relations/blacklisting for a period upto 5 years based on the gravity of non-performance/ default of the contractor by the Managing Director, WBSWC whose decision in the matter shall be final and binding.

The Managing Director, WBSWC shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the contractors 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 costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unwork-man like performance of any of the services under the contract.

The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director, or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour, scales and trucks/carts, the Managing Director shall, at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director shall be final and binding on the contractor.

10.5. Debarring of business dealing:

- (a) In the event of premature termination of contract on the ground of breaches as mentioned above, SWC shall also be entitled to debar the contractor for participation in future tenders of SWC, for a period as deemed fit ranging from one (01) to three (03) years.
- (b) Further, in case if it comes to the notice of WBSWC that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the currency of the contract, in all such cases WBSWC, at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 4 of section 10 (Summary Termination) will become applicable.

10.6. Duties and responsibilities of the Handling Contractors:

The contractor shall carry out all items of services assigned or entrusted by the Warehouse In-Charge/ QC trained Inspectorate staff or an officer acting on their behalf and shall abide by all instructions issued to them from time to time by the said officers. They shall render the services to the satisfaction of the Warehouse In-Charge/ QC trained Inspectorate staff or an officer acting on his behalf, together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration for all auxiliary and incidental duties. Some of such auxiliary and incidental duties are mentioned below:

- 10.6.1. The contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- 10.6.2. The contractor shall engage competent and adequate staff and labour to the satisfaction of the Warehouse In-Charge or an officer acting on his behalf, for ensuring efficient Handling and transport of foodgrains etc. and furnishing correct and upto date position/ information/ progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Warehouse In-charge shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.

10.6.3. The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following:

1. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
2. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable).
3. The Minimum Wages Act 1948.
4. The Payment of Bonus Act 1965.
5. The Payment of Gratuity Act 1972.
6. The Payment of Wages Act 1936.
7. The Motor Vehicle Act.

10.6.4. The contractor shall intimate the Warehouse In-Charge and Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the Warehouse In-Charge or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.

10.6.5. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrainsetc; during the loading/unloading of trucks/ carts/ wagons/any other transport vehicle at the Godowns or any other loading/unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the bags not being properly handled. The decision of the Warehouse In-Charge regarding such loss shall be final and binding on the contractor. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.

10.6.6. The contractor shall provide sufficient number of tarpaulins for each truck/ cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrainsetc; are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Warehouse In-Charge in this matter shall be final and binding on the contractor.

10.6.7. The contractor shall provide their own planks and supporting bags to

serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking, no filled bags (with grains etc;) shall be used in the operation. The contractor shall supply small regulation size hooks approved by the Warehouse In-Charge to their workers for handling foodgrains bags.

- 10.6.8. The contractor shall ensure that their workers do not use large hooks for handling foodgrains bags at any stage. The use of hooks other than those approved by the Warehouse In-Charge, or an Officer acting on his behalf, shall render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation, any losses caused by the use of unauthorized hooks. The decision of the Managing Director regarding such losses shall be final.
- 10.6.9. The contractor shall provide adequate number of stichers and sweepers at their own cost at all loading/unloading and other operational points to carry out minor repairs to leaking bags with twine. The twine provided shall be three ply doubled up.

The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Managing Director or an offices acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the Managing Director shall at this entire discretion without terminating the contract be at liberty to engage other labour, scale, trucks/carts etc. at the risk & cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Managing Director shall be final & binding on the contractor.

- 10.6.10. The contractor shall collect all sweepings and spillages of foodgrains from wagons floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags supplied by Corporation and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Corporation.
- 10.6.11. The contractor shall be responsible for loading/unloading the trucks/carts/any other transport vehicles expeditiously. The contractor shall be liable to make good any compensation demurrage/wharfage as per rules in force during the period of contract, or other charges or expenses that may be incurred by the Corporation on account of delays in loading/unloading of truck unless the delay is for reasons beyond the contractor's control. The decision of the Managing Director in this respect shall be final and binding on

the contractor.

- 10.6.12. The contractor shall be responsible for obtaining consignee's receipts of all bags entrusted to them for carrying and for handing over the receipt next day to the Warehouse In-Charge or an officer acting on his behalf.
- 10.6.13. The contractor shall strictly abide by all rules and regulations of Police, Municipal authorities and other local bodies.
- 10.6.14. The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the Warehouse In-Charge or an Officer acting on his behalf. The contractor shall also be responsible for any loss, which the Corporation may suffer on account of the bags not being properly stacked. In case the falling of stacks happen to be within three months from the date of original stacking of bags and for such restacking of bags, no remuneration shall be allowed to the contractor. The decision of Managing Director regarding such loss shall be final and binding on the contractors.
- 10.6.15. The contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractor shall be liable for any loss to the Corporation on this account and the decision of the Managing Director in the matter shall be final and binding on the Contractor.
- 10.6.16. The contractor shall carry empty bags from the gunny storage godowns or from any other place indicated by the Warehouse In-Charge or an officer acting on his behalf to the place(s) of operations for bagging, re-bagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.
- 10.6.17. In carrying out the various operations involving carriage of bags inside or, outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys is progressively introduced for the alleviation of the lot of the labourers. Such hand trolley or wheeled contrivances will be supplied to the labourers by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc; for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.
- 10.6.18. The contractor shall be responsible for keeping a complete and accurate account of all supplies of foodgrainsetc; and empty gunny bags received by them from the Corporation and shall render accounts and furnish returns and statements in such a manner as prescribed by the Managing Director or the Officer acting on his behalf.

- 10.6.19. The contractor shall be responsible for the safety of the goods while in transit in their trucks/ carts/ any other transport vehicles and for delivery of quantity dispatched from the Godowns etc; to the destination or to the recipients to whom the grain etc; is required to be transported by the contractor. They shall provide tarpaulins on decks of the trucks, so as to avoid loss of the grain etc; through the holes/ crevices in the decks of the trucks. They shall also exercise adequate care and take precautions to ensure that the foodgrains bags are not damaged while in transit in their trucks/ carts/any other transport vehicles. They shall deliver the number of bags and the weight of foodgrain etc; received by them and loaded on their trucks. They shall be liable to make good the value of any shortage, wastage, losses or damage to the goods in transit at twice the central issue rate for PDS (not RPDS) as fixed by Govt. of India as applicable from time to time for all foodgrains except when the Managing Director (whose decision shall be final) decides that the difference between the weight taken at the dispatching and receiving ends is negligible and is due to the discrepancies between the scales, gain or loss in moisture or other causes beyond contractor's control.
- 10.6.20. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Warehouse In-Charge or an Officer acting on his behalf.
- 10.6.21. The contractor shall, with their labour and under their supervision, weigh such number of bags of foodgrains as may be required for physical verification. Weighment for this service shall be deemed to include carrying bags from stacks, to weighing scales, putting them on scales, carrying out weighment, removing bags from scales, doing kacha stacking inside or outside the godown, as and where necessary, carrying the weighed bags and stacking them upto 10, 16 or 20 heights, as may be directed by Warehouse In-Charge or an officer on his behalf. Normally, the weighed bags will be required to be restacked in the same godown or outside the same godown. It may, however, be necessary to restack the weighed bags in another godown.
- 10.6.22. The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractors', negligence and unworkmanlike performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligence or otherwise of the contractors themselves or their employees. The decision of the Managing Director regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.

10.6.23. The contractor shall provide and maintain correct weights and scales get them stamped in time and carry out all the weightment accurately. The Warehouse In-Charge or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags.

Where the scales of the Corporation are used by the Contractors, they shall be responsible for the proper maintenance and handling of the scales. If any damage or breakage to the weighing scales or any loss is sustained in the course of their shifting from one godown to another (for which the contractors shall not be entitled to any separate or extra payment) or when they are under their custody for the purpose of carrying out weightment operations, they shall make good the loss etc. sustained by the Corporation on his account and the decision of the Warehouse Manager or an Officer Authorized by him, as regards the extent and liability of the Contractors in such matters shall be final and binding on the Contractors.

10.6.24. The Contractor shall be responsible for preservation and Quality control Management of stocks of rice in warehouse as per job description as detailed in Annexure-I& Annexure-IA as per guidance and direction of the Quality control trained Inspectorate staff(Except PEG godowns). The contractor shall have to make available of required pesticides and quality control equipment in time as per directions of Warehouse In-Charge/ Quality control Inspector/Sub-Inspector in order to undertake Quality control treatment as and when he/she will be required to do so.

The contractor shall be entitled to claim additional charges for such operation subject to a maximum of Rs. 6.27 (Rupees six & paise twenty-seven) only per MT per month which may revise as per order of the Food & Supplies Department from time to time.

10.6.25. The contractor shall display prominently on their trucks two or more sign boards as prescribed by the Corporation painted in black and white indicating that the stocks are carried on behalf of West Bengal State Warehousing Corporation. No extra remuneration, whatsoever will be payable for displaying such sign boards. The Warehouse In-Charge or an officer acting on his behalf shall have the right to disallow loading of any truck if the contractor does not display prominently the sign boards of the aforesaid type.

10.6.26. The contractor shall not indulge in corrupt practices like 'Dala' system and 'bait', failure to which shall be liable for penal action for such corrupt practices/ unfair means.

10.6.27. Stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc; shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.

10.6.28. Kacha or interim stacking whether inside or outside the Godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such kacha stacking will be paid on any account.

10.6.29. Similarly carriage of bags whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage, unless otherwise provided for.

10.6.30. For services of standardization, re-bagging, filling, loose grains and such other allied services, bags supplied by the Corporation will ordinarily be new "SBT" bags and 665 grams approximately in weight., but the Warehouse In-Charge reserves the right to use any type of bags. The jute twine used for stitching of the bags after bagging/ re-bagging/ cleaning/ standardization, etc. shall be 3 ply double up.

10.6.31. For purposes of transport of foodgrains in this contract use of animal driven cart in place of trucks will not be allowed unless the Warehouse In-Charge, in his sole discretion, specifically permits such use in writing. Such use of animal driven carts if permitted by the Warehouse Manager shall be at 25 per cent less than the contract rates for trucks.

10.6.32. All taxes/ levies/ fees/ charges payable to any Govt./ Local Body on the Service Charges payable by the H&T contractor to the Equipment Operators, Manpower Supply Agency for the Personnel engaged etc. shall be paid by the Contractor, and no claim, whatsoever, on this account, shall rest against the Corporation.

10.6.33. Rent for his office or garage in the warehouse complex as also the charges for water & electricity utilized therein, by the contractor shall be paid by the contractor to WBSWC together with Service Tax due thereon, at the rate as in force from time to time.

10.7. Safety:

10.7.1. It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

10.7.2. The contractor shall indemnify West Bengal State Warehousing Corporation, against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

10.8. Liability:

10.8.1. All persons employed by the contractors shall be engaged by them as

their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with upto date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the Corporation against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.

- 10.8.2. The contractor shall be liable for making contributions in accordance with the provisions of **the Employees Provident Funds Act 1952**, and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. The contractor shall enclose the copy of Challan form in support of payment of bipartite PF contribution with the successive wage bill to the principal employer failing which the H&T bills will not be cleared. If, on account of the default of the contractor in making such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the WBSWC shall be entitled to set off against the amount due to the contractor, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act 1952 and the scheme framed there-under to the Managing Director, WBSWC. The contractor shall also make available such records and returns as may be prescribed and/or demanded for inspection to the Officers of the Regional Provident Commissioner and to the Managing Director, WBSWC or an Officer authorized by him or acting on his behalf.

- 10.8.3. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and

all other matters of like nature.

10.9. The contractor shall responsible to comply the Carriage by Road Act 2007 in the matter of transportation of goods to/ from Godowns/ Warehouse or at any designated place.

10.10. Welfare and Health of Contract Labour:

Under Section 16 of the Contract Labour (Regulation & Abolition) Act, 1970 the contractor shall provide within 60 days from the commencement of the employment of contract labour or where the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are employed, the some basic facilities shall be arranged by the contractor such as Canteen, Rest room, Latrine and Urinal, Washing facility, first aid facilities etc.

10.11. Supply of casual labours:

The Contractor shall supply casual labour as may be indented by the Managing Director WBSWC or any officer acting on his behalf. The supply of casual labour shall be arranged at a notice of 8 hours as and when warranted. The labour will have to be paid as per the provision of Minimum Wages Act 1948.

NOTES: The scope of work described in section-3 shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. The doubts, if any, about the interpretation of any of the clauses in this section shall be referred to the Tender Accepting Authority of WBSWC, whose decision in the matter shall be final and acceptable to the tenderer/contractor.

10.12. Payments, taxes and duties:

10.12.1. Payment will be made by the Managing Director on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the Warehouse In-Charge or an officer acting on his behalf, as the case may be and duly certified by the concerned District Controller, F&S Department subject to realization of the money from the Food & Supplies Department, Govt. of West Bengal.

The Contractor shall have to furnish separate Bills in triplicate pertaining to expenses incurred in the matter of Preservation and Quality Control Management of stocks of food grains to the office of the Managing Director, WBSWC through the concerned Warehouse In-charge(Except PEG godowns). The Bills for Handling and Transportation works be submitted to the District Controller, Food & Supplies Department through the concerned Warehouse In-charge. The concerned District Controller will forward the Bills to the Director of Finance of the Food & Supplies Department for placement of Fund to the West Bengal State Warehousing Corporation for payment.

- 10.12.2. The contractor should submit all their bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills the contractors are advised to submit their bills monthly.
- 10.12.3. The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills subject to realization of payment from the Food & Supplies Department. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- 10.12.4. The payment shall be made through e-payment system for which the following details shall be provided by the contractors immediately after commencement of the contract.
- [i] Bank account no. [ii] Nature of Account (SB or Current),
- [iii] Name of bank and branch [iv] MICR Code No.
- [v] IFSC No.
- 10.12.5. Goods and Service Tax (GST or any other Tax in lieu thereof) levied by the Central Govt. from time to time on the services rendered by the H&T contractor to WBSWC shall be paid by WBSWC to the H&T contractor over and above the Schedule of Rates, subject to the Contractor submitting his/her bills.
- 10.12.6. Income Tax, at the Rates as applicable under the provisions of the Income Tax Act shall be deducted at source from the Bills/ Invoices of the Contractor. In case, however, the Contractor is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Contractor against the said Contract, failing which Income Tax at full rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Contractor from the Prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

10.13. Time limit for submission of bills:

- 10.13.1. The contractor shall make a claim for the services rendered under this contract to WBSWC within (4) four months of such service. If he/she/they does/do not prefer claim within the said period, he/she/they shall/will be deemed to have waived his/her/their right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

10.13.2. No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by WBSWC. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

10.13.3. However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Managing Director, notwithstanding what has been laid down in the Clause on Payment. The decision of the Managing Director shall be final and binding on the contractor.

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

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

10.15. Exit Clause:

WBSWC will have the liberty to terminate the contract by giving an advance notice of Thirty (30) days in case there are business reasons for it to do so as determined by its management.

10.16. Force majeure:

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

10.17. Subletting not allowed:

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

10.18. Death of the contractor:

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

10.19. Notice etc.:

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

10.20. Interpretation of the clause:

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

10.21. Set off:

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

Section 11

DISPUTES

11.1. Arbitration:

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

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

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

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

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

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

The arbitrator shall give separate award in respect of each dispute of difference

referred to him.

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

11.2. Applicability of Law and exclusive jurisdiction of Court

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

Section 12

ANNEXURE - I

Letter for submission of tender

From -----

To

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

Sub: TENDER FOR APPOINTMENT OF CONTRACTOR FOR HANDLING
&TRANSPORTATION OF FOOD GRAINS AND ALLIED
SERVICES AT DABGRAM GFD.

Ref: Open Tender Notice No.:

Dear Sir,

In response to your Tender Notice no.Dt :..... for Open Tender for Handling & Transportation of food grains and allied services at WBSWC managed warehouses/ godowns,I/We a Company/Partnership Firm/an Association/Sole Proprietor/Karta of HUF, Cooperative (in the case of a firm, an association or a syndicate, please set out here full names of all the Directors, partners or members) carrying out business at.....(Name of the Godown) hereby submit our offer.

I/we agree that this offer shall be valid for a period of Thirty (30)from the date opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer.

I/ we undertake that no changes/amendments/alterations have been made in the tender form downloaded and submitted online.

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

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

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

Yours faithfully,

.....
Date :Stamp and signature of the bidder

.....
Name of the bidder

Enclo:

.....

.....

Bidder’s General Information

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

[2] Operation Address:

[3] Registered office address:

[4] Address of the tenderer:

[5] Telephone no.:

[6] Fax No.:

[7] E-Mail address:

[8] Website:

[9] Pan No.:

[10] DETAILS OF SISTER CONCERNS

[a] Name & Address:

[b] Activities engaged in by Sister Concern:

[c] Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

[11] BANKS DETAIL : -

a. Bank Account No.:

b. Nature of Account (SB or current):

c. Name of Bank & Branch:

d. MICR Code No.:

e. IFSC No.:

Date :

.....
Stamp and signature of the bidder

.....
Name of the bidder

COMPLIANCE TO BID REQUIREMENT

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

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

The Technical bid and price bid as asked for has been submitted along with the required documents. I/ We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

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

.....
Date :Stamp and signature of the bidder

.....
Name of the bidder

ANNEXURE – IV

FORMAT OF WORK EXPERIENCE CERTIFICATE

The experience certificate should be on the official letter head of the issuing authority.

“This is to certify that M/s. _____ have worked as our Handling/ Transportation Contractor for the work of (Appropriate name of operation to be written) of foodgrains and their performance were found satisfactory. The details of work done relating to Handling and Transportation by them during the previous ____ years have been as under:

Sl.N o.	Name of the Client/ Customer served	Nature of the work/ contract executed	Contract period	Product handled	Volume of worker handled in M.T.	Total value of work/ contract executed	Remarks

Signature

Name & Designation of signing authority
Official Seal

SELF-DECLARATION & UNDERTAKING

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

I/ we _____ also declare that I/we am/are not a Rice Miller or a Flour Miller or a PDS Distributor or Dealer or in possession of any Government license issued by the Food & Supplies Department, Govt. of West Bengal or not any partner thereof and if any incorrect information is furnished in this regard, I/we _____ shall be liable to be terminated or debarred or both from future tender participation in WBSWC.

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

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

I undertake accordingly.

.....
Date :Stamp and signature of the bidder

.....
Name of the bidder

ANNEXURE - VI

UNDERTAKING THAT TENDERER IS NOT BLACKLISTED/DEBARRED

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

Note- Strike off whichever is not applicable otherwise tenderer shall be ineligible.

Remarks _____

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

5. Declaration about relationship with Employee of WBSWC

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

DISQUALIFICATION CONDITIONS

a) Bidders who have been blacklisted or otherwise debarred by WBSWC, or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible. .

- b) Any bidder whose contract with the WBSWC has been terminated before the expiry of contract period at any point of time during last three years from the last date of the submission of the bid will be ineligible.
- c) 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. However, on acquittal by the appellate court the tenderer will be eligible.
- d) 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 tenderer disqualified.

Date :

.....
Stamp and signature of the bidder

.....
Name of the bidder

ANNEXURE - VII

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

**PROFORMA AGREEMENT TO BE EXECUTED BY THE CONTRACTOR FOR
HANDLING & TRANSPORTATION OF FOODGRAINS AT
GODOWN/ WAREHOUSE UNDER THE MANAGEMENT OF WBSWC.**

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

BETWEEN

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

AND

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

Whereas, aTender was floated by the Corporation being no.
..... for engagement of Contractor(s) for
Handling & Transportation of foodgrains atgodown
in the district of under the management of WBSWC within
the State of West Bengal and closing date for bid submission was
.....

AND

Whereas the Contractor submitted bids against such notice for
.....Godownin the district of for
consideration of his/her engagement as a Contractor for Handling &

Transportation of food grains on the terms and conditions of the Tender Document.

AND

Whereas the Corporation being satisfied with the candidature of Contractor, the Corporation engaged the Contractor to function as a Contractor for Handling & Transportation of foodgrains atGodown in the district of on the Terms and Conditions of the engagement order bearing no.....

AND

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

AND

Whereas the Corporation issued Work Order in favour of the Contractor vide no allowing the Contractor to work as a Contractor for Handling & Transportation of food grains atGodown in the district of @% below/ at par the Schedule of Rate (SOR) as indicated in the Tender Document and Terms and Conditions as set forth in the tender document for a period of 1(One) year from the date of effect of the Work Order issued under No.

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

The Contractor shall perform the works of loading, unloading, stacking, transportation, Preservation and Quality Control Management of foodgrains and other allied works as per directions of the Godown In-Charge/Superintendent & Quality Control trained staff posted at the godown or as per direction of any other officer of the Corporation as per terms and conditions as set forth hereinbefore at% below/ at par Scheduled of Rates as indicated in the tender document which forms a part of the Agreement.

That the Contractor shall be allowed Scheduled of Rates (SOR) only (Maximum) in case of Preservation and Quality Control Management of stocks of rice, if so required and directed, as indicated in the tender document which forms a part of the Agreement.

That the period of contract shall remain valid for a period of one year only w.e.f the date of and may be extended for a further period of three months as per discretion of the Corporation, on the same rates, terms and conditions.

That the Corporation shall have the right to terminate the Contract of the Contractor at any time by serving one month's notice in advance without assigning any reason and the same will be binding on the Contractor.

That the Corporation shall have the right to terminate the Contract at any time if the Contractor contravenes any conditions of the engagement order and or terms and conditions of the Tender Document as indicated herein before and or violating any lawful direction as may be issued by the Godown In-Charge/ Superintendent or any authorized officer of this Corporation for faithful discharge of the functions as a Contractor.

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

That the Contractor after faithful discharge of his assigned jobs may raise his bills to the Corporation after every three months through the Godown In-Charge/ Superintendent and concerned District Controller(F&S) in respect of Handling and Transportation of foodgrains as per rates as have been allowed to the Contractor i.e% below/ at par Scheduled of Rates (SOR) as indicated in the 'Tender Document' which forms a part of this agreement.

That the Contractor will raise separate bills for the works of Preservation and Quality Control Management of foodgrains at the Cost Analysis of Quality Control Management, if the Contractor is directed to perform such additional jobs.

That the Corporation after receipt of bills as above will release payment to the 'Contractor' within 90(ninety) days from the date of receipts of bills complete in all respect initially for a period of six months and thereafter such payments will be released after getting required fund from the Director of Finance, F&S Department.

That the Corporation shall have the right to engage the Contractor to perform similar jobs at other Warehouses of the Corporation located within the same District or adjacent districts and not included in the current Tender Document on the same rates, terms and conditions during the contract period and the same will be binding on the Second Part.

That if any dispute arises in between the Corporation and the Contractor, the disputes will be amicably settled by the parties. If, however, the disputes so arises remain unsettled, the same will be referred to the Secretary, F&S, Department for settlement and decision of the latter will be final and binding on the parties.

IN WITNESSETH WHEREOF the parties to this Agreement have hereto set and subscribed their respective hands and seals on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Managing Director, West Bengal State Warehousing Corporation

Secretary, WBSWC

In the presence of

1. _____

Deputy Director (Food), WBSWC

2. _____

General Manager (Admin), WBSWC

SIGNED, SEALED AND DELIVERED By

Shri _____

Contractor (SECOND PART)

In the presence of

1. _____

2. _____

ANNEXURE-VIII

PRICE BID

WEST BENGAL STATE WAREHOUSING CORPORATION

PRICE BID**SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT CONTRACTOR
AT WEST BENGAL STATE WAREHOUSING CORPORATION**

The rates quoted in the BOQ shall be inclusive of all kind of applicable Taxes, Cess, charges and costs. **In case of bags of weight upto 42 kg. & 52 Kg. the same rates will be applicable for Handling Operations as that of bags of weight of 40 kg. & 50 kg. respectively.**

Sl. No.	Description of Services	RATE PER HUNDRED BAGS																		
		For bags Weighing Upto 40 Kg	For bags Weighing Upto 50 Kg	For bags Weighing More than 50 Kg																
PART – I RECEIPTS DELIVERIES																				
1(a)	For unloading foodgrain bags from wagons / trucks or any other transport vehicles, and stacking the bags in the Shed on the Platform/Ground or vice-versa.	Rs. 45.71 (Rupees Forty Five and Paise Seventy One Only)	Rs. 69.30 (Rupees sixty nine and Paise thirty only)	Rs.105.00 (Rupees One Hundred and Five only)																
(b)	For unloading foodgrains bags from Wagons/ trucks/ any other transport Vehicle and directly loading on trucks/any other transport vehicles/ into wagons.	Rs. 91.46 (Rupees Ninety One & Paise Forty-Six Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight & Paise Sixty Only)	Rs. 200.00 (Rupees Two Hundred Ten Only)																
2	For transporting of foodgrains bags from Railheads to the following godowns and vice versa. <u>NOTE: The minimum amount admissible under any slab be equal to the maximum amount admissible for the identical goods under the immediately lower slab. For instance, for any distance falling under Slab (2), i.e, Upto&including 10 KMs, the remuneration shall be equal to that of admissible for the transport of identical goods over a distance of 5 KMs which would determine maximum</u>	<table border="0"> <thead> <tr> <th>Distance</th> <th>Rate per MT Per KM(Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.For entire distance upto& including 5 Kms.</td> <td>24.43</td> </tr> <tr> <td>2. For entire distance upto& including 10 Kms</td> <td>19.94</td> </tr> <tr> <td>3. For entire distance upto& including 20 KMs</td> <td>11.38</td> </tr> <tr> <td>4. For entire distance upto& Including 30 Kms</td> <td>08.66</td> </tr> <tr> <td>5. For entire distance upto& Including 50 KMs</td> <td>06.39</td> </tr> <tr> <td>6.. For entire distance upto& Including 80 KMs.</td> <td>05.62</td> </tr> <tr> <td>7. For entire distance above 80KMs.</td> <td>04.68</td> </tr> </tbody> </table>			Distance	Rate per MT Per KM(Rs.)	1.For entire distance upto& including 5 Kms.	24.43	2. For entire distance upto& including 10 Kms	19.94	3. For entire distance upto& including 20 KMs	11.38	4. For entire distance upto& Including 30 Kms	08.66	5. For entire distance upto& Including 50 KMs	06.39	6.. For entire distance upto& Including 80 KMs.	05.62	7. For entire distance above 80KMs.	04.68
Distance	Rate per MT Per KM(Rs.)																			
1.For entire distance upto& including 5 Kms.	24.43																			
2. For entire distance upto& including 10 Kms	19.94																			
3. For entire distance upto& including 20 KMs	11.38																			
4. For entire distance upto& Including 30 Kms	08.66																			
5. For entire distance upto& Including 50 KMs	06.39																			
6.. For entire distance upto& Including 80 KMs.	05.62																			
7. For entire distance above 80KMs.	04.68																			

	<u>amount admissible under the slab (1) viz, upto& including 5 KMs.</u>			
NB:	If animal drawn carts are used for transport, the rates are 25% Less			
3	For unloading foodgrains bags from Wagons/ trucks/ any other transport Vehicles, stacking them on the Platform/ ground if necessary, carrying By head-loads/ change If head load or Wherever necessary by using hand Trolleys, carts etc. and stacking them Inside the godowns after stacking the Bags wherever necessary on the Platform/ ground.			
i)	In the form of conventional stacks			
a)	Upto 10 high	Rs.91.45 (Rupees Ninety One &Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 129.74 (Rupees One Hundred Twenty Nine and Paise Seventy Four Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 141.71 (Rupees One Hundred Forty One &Paise Seventy One Only)	Rs. 217.35 (Rupees Two Hundred Seventeen PaiseThirty Five Only)	Rs. 333.20 (Rupees Three Hundred Thirty Three and Paise Twenty Only)
ii)	In form of a side wall or flat storage			
a)	Upto 10 high	Rs. 67.20 (Rupees Sixty Seven &Paise Twenty Only)	Rs. 100.80 (Rupees One Hundred &Paise Eighty only)	Rs. 151.20 (Rupees One Hundred and Fifty one and Paise Twenty Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.85.50 (Rupees Eighty Five and Paise Fifty Only)	Rs.128.52 (Rupees One Hundred Twenty Eight and Paise Fifty Two Only)	Rs.193.20 (Rupees One Hundred Ninety Three and Paise Twenty Only)

c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 104.33 (Rupees One Hundred and Paise Thirty Three Only)	Rs. 156.66 (Rupees One Hundred Fifty Six and Paise Sixty Six Only)	235.20 (Rupees Two Hundred Thirty Five and Paise Twenty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs.121.87 (Rupees One Hundred Twenty One and Paise Eighty Seven Only)	Rs.182.17 (Rupees One Hundred Eighty Two and Paise Seventeen Only)	Rs. 272. 12 (Rupees Two Hundred Seventy Two and Paise Twelve Only)
3A	For lifting of foodgrain from the weighing scale and stacking them on the platform/ ground if necessary, carrying them by headload/ change of headloads or wherever necessary by using hand trolleys / carts etc. and stacking them inside the godowns after stacking the bags wherever necessary on platform/ ground.			
i)	In the form of Stack			
a)	Upto 10 high	Rs. 56.00 (Rupees Fifty Six Only)	Rs.84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 73.71 (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30 (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.91.45 (Rupees Ninety One &Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs.106.57 (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs. 161.56 (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs. 245.00 (Rupees Two Hundred and Forty Five Only)
ii)	In the form of a side wall for flat storage			
a)	Upto 10 high	Rs. 56.00 (Rupees Fifty Six Only)	Rs.84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 73.71 (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30 (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.91.45 (Rupees Ninety	Rs. 138.60 (Rupees One	Rs. 210.00 (Rupees Two

		One &Paise Forty Five Only)	Hundred Thirty Eight and Paise Sixty Only)	Hundred Ten Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs.106.57 (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs. 161.56 (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs. 245.00 (Rupees Two Hundred and Forty Five Only)
4	For unloading foodgrains bags from wagons/ trucks/ any other transport vehicles, stacking the bags, wherever necessary on the platform/ground, carrying the bags to the flat storage pit carrying by head loads or change of headloads or where necessary by using hand trolleys, carts etc, cutting open the mouth of the bags and putting the loose grains into the pit including levelling and shovelling.			
a)	For baby bulk pit	Rs. 229.60 (Rupees Two Hundred Twenty Nine and Paise Sixty Only)	Rs. 344.40 (Rupees Three Hundred Forty Four and Paise Forty Only)	Rs.516.60 (Rupees Five Hundred and Sixteen and Paise Sixty Only)
b)	For regular flat storage pit Inside the godowns	Rs. 229.60 (Rupees Two Hundred Twenty Nine and Paise Sixty Only)	Rs. 344.40 (Rupees Three Hundred Forty Four and Paise Forty Only)	Rs.516.60 (Rupees Five Hundred and Sixteen and Paise Sixty Only)
5	For carrying the bags of foodgrainsfromstacks by headloads or change of headloads or wherever necessary using hand trolleys carts etc, and loading into wagons/trucks/any other transport vehicles, or putting them in a countable position after stacking the bags wherever necessary on the platform/ ground.	Rs.112.00 (Rupees One Hundred welve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
6	For carrying the foodgrains bags by means of truck from the railway siding to the godowns exceeding 200 meters situated in the same premises or vice –versa.	Rs. 43.90 (Rupees Forty Three and Paise Ninety Only)		
7	For transporting the foodgrain bags by trucks from one godown to another godown/railhead or any other place or vice-versa for which rates have not been specifically fixed, as mentioned in Clause-XX, Part-1(7)	Distance Rate per MT Per KM(Rs.) 1.For entire distance upto& including 5 Kms.	24.43	

	<p>N.B. If animals drawn carts are used for transport, the rates are 25% less.</p> <p>NOTE: The minimum amount admissible under any slab be equal to the maximum amount admissible for the identical goods under the immediately lower slab. For instance, for any distance falling under Slab (2), i.e.Upto&including 10 KMs, the minimum remuneration shall be equal to that of admissible for the transport of identical goods over a distance of 5 KMs which would determine maximum amount admissible under the slab (1) viz, upto&including 5 KMS.</p>	<p>1. For entire distance upto& including 10 Kms 19.94</p> <p>2. For entire distance upto& including 20 Kms 11.38</p> <p>3. For entire distance upto&08.66 Including 30 Kms</p> <p>5. For entire distance upto&06.39 Including 50 Kms</p> <p>6. For entire distance upto& 05.62 Including 80 Kms</p> <p>7. For entire distance above 80 Kms. 04.68</p>		
8	For weighment of foodgrains	Rs. 45.71 (Rupees Forty Five and Paise Seventy One Only)	Rs. 69.30 (Rupees Sixty Nine and Paise Thirty Only)	Rs. 84.00 (Rupees Eighty Four Only)
NOTE	Whenever weighment is done in conjunction with any other service(s), the weighment charges will be paid in addition for the number of bags actually weighed, provided always that the contractor shall not use is own weighing scales, where the same are available with the corporation and the contractor shall be liable in pay a hire charge per scale per month or part of a month as indicated below:-			
a)	Beam Scale			Rs. 7.00 (Rupees Seven Only)
b)	Weighing Machine			Rs. 87.50 (Rupees Eighty Seven and Paise Fifty Only)
9	For removing the foodgrains bags from the stack in the same or any other godowns or from the side wall of a flat storage, cutting open the mouth of bags and putting the grains into the flat storage including leveling and shovelling.			
a)	For baby bulk pit	Rs. 60.30 (Rupees Sixty and Paise Thirty Only)	Rs. 90.72 (Rupees Ninety and Paise Seventy Two Only)	Rs. 136.50 (Rupees One Hundred Thirty Six and Paise Fifty Only)
b)	For regular flat storage Inside the godown	Rs. 60.30 (Rupees Sixty and Paise Thirty Only)	Rs. 90.72 (Rupees Ninety and Paise Seventy Two Only)	Rs. 136.50 (Rupees One Hundred Thirty Six and Paise Fifty Only)
10	For filling gunnies upto a prescribed weight the gunnies:			
i)	Stacking in the same godown			

a)	Upto 10 high	Rs. 162.40 (Rupees One Hundred Sixty Two and Paise Forty Only)	Rs. 243.60 (Rupees Two Hundred Forty Three and Paise Sixty Only)	Rs. 365.40 (Rupees Three Hundred Sixty and Paise Forty Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 180.70 (Rupees One Hundred Eighty and Paise Seventy Only)	Rs. 271.32 (Rupees Two Hundred and Seventy One and Paise Thirty Two Only)	Rs. 407.40 (Rupees Four Hundred Seven and Paise Forty Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 199.50 (Rupees One Hundred Ninety Nine and Paise Fifty Only)	Rs. 299.46 (Rupees Two Hundred Ninety Nine and Paise Forty Six Only)	Rs. 449.40 (Rupees Four Hundred Forty Nine and Paise Forty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 218.50 (Rupees Two Hundred Eighteen and Paise Fifty Only)	Rs. 327.49 (Rupees Three Hundred Twenty Seven and Paise Forty Nine Only)	Rs. 490.42 (Rupees Four Hundred Ninety and Paise Forty Two Only)

OR

ii)	Stacking in another godown			
a)	Upto 10 high	Rs.189 (Rupees One Hundred Eighty Nine Only)	Rs. 283.92 (Rupees Two Hundred Eighty Three and Paise Ninety Two Only)	Rs. 426.30 (Rupees Four Hundred Twenty Six and Paise Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 207.93 (Rupees Two Hundred Seven and Paise Ninety Three Only)	Rs. 312.06 (Rupees Three Hundred Twelve and Paise Six only)	Rs. 468.30 (Rupees Four Hundred Sixty Eight and Paise Thirty Only)
c)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 226.80 (Rupees Two Hundred Twenty Six and Paise Eighty Only)	Rs. 340.20 (Rupees Three Hundred Forty and Paise Twenty Only)	Rs. 510.30 (Rupees Five Hundred Ten and Paise Thirty Only)
d)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 245.24 (Rupees Two Hundred Forty Five and Paise Twenty Four Only)	Rs. 367.85 (Rupees Three Hundred and Sixty Seven and Paise Eighty Five Only)	Rs. 551.56 (Rupees Five Hundred Fifty One and Paise Fifty Six Only)

OR				
iii)	Loading into wagons/trucks/any other vehicles or placing bags outside the godowns in a countable position.	Rs. 162.40 (Rupees One Hundred Sixty Two and Paise Forty Only)	Rs. 243.60 (Rupees Two Hundred Forty Three and Paise Sixty Only)	Rs. 365.40 (Rupees Three Hundred Sixty and Paise Forty Only)
PART – II – OTHERS SERVICES				
11	PHYSICAL VERIFICATION : For breaking the stacks, weighing the bags and restacking the bags.			
i)	In the same godowns or outside the Godown			
a)	Upto 10 high	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 165.41 (Rupees One Hundred Sixty Five and Paise Forty One Only)	Rs. 248.67 (Rupees Two Hundred Forty Eight and Paise Sixty Seven Only)	Rs. 376.00 (Rupees Three Hundred Seventy Six Only)
ii)	In another godowns			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)

b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 191.38 (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32 (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49 (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
12	STANDARDISATION: For standardization of bags			
i)	Stacking in the same godown			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 191.38 (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32 (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49 (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
ii)	Stacking in another godown			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)

		Only)		
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)
OR				
iii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
13	For filling gunnies with loose grains upto a prescribed weight and stitching the gunnies.			
i)	Stacking in same godown			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high(for actual number	Rs. 191.38 (Rupees One	Rs. 283.32 (Rupees Two	Rs. 418.49 (Rupees Four

	of Bags stacked above 20 high)	Hundred Ninety One and Paise Thirty Eight Only)	Hundred Eighty Three and Paise Thirty Two Only)	Hundred Eighteen and Paise Forty Nine Only)
ii)	Stacking in another godown			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)
OR				
iii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
14 i)	CLEANING: For carrying the bags from stacks in the godown (or from any other place in the godown premises) weighing them, passing the contents through sieves or cleaning machines, filling the cleaned grains into the bags upto a prescribed weight, stitching the bags and then stacking.			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)

b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise Thirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and Paise Thirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)

OR

ii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred TwentyTwo and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six Only)
15 i)	DRYING OF DAMAGE GRAINS: For carrying the foodgrain bags from stacks or anywhere in the godown premises, cutting open the mouth of bags spreading out the damage foodgrains and after drying filling the loose grains into empty gunnies upto a prescribed weight, stitching the bags and then stacking the bags in the same or another godown.			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and Paise Fifty	Rs. 279.30 (Rupees Two Hundred Seventy Nine and Paise	Rs. 420.00 (Rupees Four Hundred Twenty Only)

		Only)	Thirty Only)	
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 203.91 (Rupees Two Hundred Three and Paise Ninety One Only)	Rs. 302.92 (Rupees Three Hundred Two and Paise Ninety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and Paise Eighty Four Only)
OR				
ii)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
16	For re-bagging contents of unserviceable bags of loose grains into bags to a prescribed weight and stacking in the godown.			
a)	Upto 10 high	Rs. 129.50 (Rupees One Hundred Twenty Nine and Paise Fifty Only)	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise Thirty Only)	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
d)	Beyond 20 high(for actual number of Bags stacked above 20 high)	Rs. 191.38 (Rupees One Hundred Ninety One and Paise Thirty Eight Only)	Rs. 283.32 (Rupees Two Hundred Eighty Three and Paise Thirty Two Only)	Rs. 418.49 (Rupees Four Hundred Eighteen and Paise Forty Nine Only)
OR				
e)	Loading into Wagons/trucks/ any other vehicles or placing the foodgrains bags outside the godown in a countable position	Rs. 147.49 (Rupees One Hundred Forty Seven and Paise Forty Nine Only)	Rs. 222.60 (Rupees Two Hundred Twenty Two and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six)
17	Additional charges for unloading	Rs. 17.74	Rs. 27.30	Rs. 42.00

	/loading of open wagons as mentioned in Clause – XX, Part- II (17)	(Rupees Seventeen and Paise Seventy Four Only)	(Rupees Twenty Seven and Paise Thirty Only)	(Rupees Forty Two Only)
18	Additional charges for unloading /loading of open wagons as mentioned in Clause – XX, Part- II (18)	Rs. 35.49 (Rupees Thirty Five and Paise Forty Nine Only)	Rs. 54.60 (Rupees Fifty Four and Paise Sixty Only)	Rs. 84.00 (Rupees Eighty Four Only)
19	For Breaking the stacks and restacking			
i)	Stacking in the same godown			
a)	Upto 10 high	Rs. 73.71 (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30 (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.91.45 (Rupees Ninety One &Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 135.34 (Rupees One Hundred Thirty Five and Paise Thirty Four Only)	Rs. 198.06 (Rupees One Hundred Ninety Eight and Paise Six Only)	Rs. 289.80 (Rupees Two Hundred Eighty Nine and Paise Eighty Only)
ii)	In another godown			
a)	Upto 10 high	Rs.91.45 (Rupees Ninety One &Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs.112.00 (Rupees One Hundred Twelve Only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 129.74 (Rupees One Hundred Twenty Nine	Rs. 195.30 (Rupees One Hundred Ninety Five and Paise	Rs. 294.00 (Rupees Two Hundred Ninety Four Only)

		and Paise Seventy Four Only)	hirty Only)	
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 141.71 (Rupees One Hundred Forty One & Paise Seventy One Only)	Rs. 217.35 (Rupees Two Hundred Seventeen Paise Thirty Five Only)	Rs. 333.20 (Rupees Three Hundred Thirty Three and Paise Twenty Only)
19A	For breaking the stacks, bringing the bags of foodgrains upto scale point weighment.	Rs. 56.00 (Rupees Fifty Six Only)	Rs. 84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)
20	Removing / Collecting scattered bags of foodgrains and stacking them.			
a)	Upto 10 high	Rs. 56.00 (Rupees Fifty Six Only)	Rs. 84.00 (Rupees Eighty Four Only)	Rs. 126.00 (Rupees One Hundred Twenty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 73.71 (Rupees Seventy Three and Paise Seventy One Only)	Rs. 111.30 (Rupees One Hundred Eleven and Paise Thirty only)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 91.45 (Rupees Ninety One & Paise Forty Five Only)	Rs. 138.60 (Rupees One Hundred Thirty Eight and Paise Sixty Only)	Rs. 210.00 (Rupees Two Hundred Ten Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 106.57 (Rupees One Hundred Six and Paise Fifty Seven Only)	Rs. 161.56 (Rupees one Hundred Sixty One and Paise Fifty Six Only)	Rs. 245.00 (Rupees Two Hundred and Forty Five Only)
21	Removing / Collecting empty bags, Bundling them as stacking the bundles in the godown	Rs. 42 (Rupees Forty Two Only)		
22	For stenciling of bags	Rs. 42 (Rupees Forty Two Only)		
23	For trucks supplied for waraferi with two warners	Rs. 42 (Rupees Forty Two Only)		
a)	For full days over 5 hours	Rs. 1470 (Rupees One Thousand Four Hundred Seventy Only) per 10 MT truck		
b)	For half day upto 5 hours	RS. 1050 (Rupees One Thousand Fifty Only) per 10 MT truck		
24	For supply of casual labour i) Male/ Female labour per head per day	Wages as fixed by appropriate authority from time to time (Flat		

	ii)Male/ Female labour per head per half day Wage as fixed by appropriate authority (upto 5 hours) from time to time (Flat rates) iii)Male labour per head per night.	Rates) and no ASOR will be allowed on these Flat Rates.		
25 (i)	a) Loading of crates	Rs. 0.84 (Eighty Four Paise Only)		
	b) Unloading and stacking crates	Rs. 0.84 (Eighty Four Paise Only)		
ii)	Loading of Tarpaulins/gunny bales or fumigation cover	Rs. 0.84 (Eighty Four Paise Only)		
iii)	Bamboo mats	Rs. 0.84 (Eighty Four Paise Only)		
26	For carrying the food grains in the bags from anywhere in the godown premises, cutting open the mouth of the bags, pouring out of the contents on floor/tarpaulin, making heap/palla, mixing or blending thoroughly to present desired quality, filling the grains in the bags to prescribed weightment, stitching the bags (with at least 16 stitches) and stacking.			
a)	Upto 10 high	Rs. 147.49 (Rupees One Hundred Forty Seven and PaiseFortyNineOnly)	Rs. 222.60 (Rupees Two Hundred TwentyTwo and Paise Sixty Only)	Rs. 336.00 (Rupees Three Hundred Thirty Six Only)
b)	Up-to 16 high (for actual number of Bags stacked over 10 high)	Rs. 168.00 (Rupees One Hundred Sixty Eight Only)	Rs. 252.00 (Rupees Two Hundred Fifty Two Only)	Rs. 378.00 (Rupees Three Hundred Seventy Eight Only)
c)	Up-to 20 high (for actual number of Bags stacked over 16 high)	Rs. 185.50 (Rupees One Hundred Eighty Five and PaiseFifty Only)	Rs. 279.30 (Rupees Two Hundred Seventy Nine and PaiseThirty Only)	Rs. 420.00 (Rupees Four Hundred Twenty Only)
d)	Beyond 20 high (for actual number of Bags stacked above 20 high)	Rs. 198.34 (Rupees One Hundred Ninety Eight and PaiseThirty Four Only)	Rs. 302.92 (Rupees Three Hundred Two andPaiseNinety Two Only)	Rs. 460.84 (Rupees Four Hundred Sixty and PaiseEighty Four Only)

NOTE No. 1: The rate of transport of foodgrains quoted in preceding schedules for items 2,6,7 is subject to the following terms & conditions:

1. The rate for transport of foodgrains etc. is on the basis of net weight of foodgrains.
2. No separate remuneration will be payable for part of gunnies as the remuneration therefore shall be deemed to be included in the rates for transport of net weight of foodgrains.
3. The transport charges are payable for the distance covered by loaded lorries/ any other vehicle and not for distances covered on return journey of from garage to place of loading/ unloading or back to garage which would be deemed to be inclusive. **Payment on net weight basis envisaged in the note above applies to handling operations also.**
4. Transport charges shall be payable for 1 Kilometer when the distance covered by a loaded lorry/ any other vehicle per trip is less than one Kilometer, for distance over one kilometer per trip, the distance covered by a lorry/ any other vehicle shall in all cases be round off to the nearest 0.50 kms. (applicable to item-7).
5. The distance will be reckoned as fixed by the Chief Engineer PWD or any officer nominated by him or by the Managing Director, WBSWC or checked by a team nominated on this behalf rounded off to the nearest 0.50 km (applicable to item-7)
6. No compensation shall be admissible to the contractor in respect of the detention of trucks/ any other vehicle at godowns, railway station/ railway siding or any other loading/ unloading point(s) or any other place(s) unless such detention be of extra ordinary kind and the decision of the authority of the WBSWC on all such claims shall be final both as regards the admissibility and amount, if any, of the compensation.
7. No compensation shall be admissible to the contractor on account of non-availability of work sufficient to engage the number of trucks/carts/ or any other vehicles/ labour specified in any programme issued by the Superintendent/ Godown In-Charges or an officer acting on this behalf.
8. The weight of bags of foodgrains etc. loaded/ unloaded from truck/ carts/ or any other vehicles/ wagons at the Railway siding/ Railway station/ godowns/ other loading and unloading point(s), shall be worked out on the basis of cent percent weighment, if the bags are non-standardized, and on a check weighment of percentage of bags not exceeding 10 per cent , if the bags are standardized, before being loaded/ unloaded. The representative of the contractor shall be present at the time of checking of the weights at the time of loading/ unloading points etc.
9. The rates for item 6 of the schedule of the rates is applicable to the godowns situated at a considerable distance from the Railway siding in the same premises which have been indicated in the invitation to tender (under place of operation) titled General Information. This rate includes the remuneration for loading into and unloading from trucks and will be paid in addition to the rate fixed for service item no. 3 or 4 or 5, when the Superintendent/ Godown In-Charges is satisfied that the trucks are actually engaged for carrying the bags from the railway siding. The decision of the authority of WBSWC regarding the admissibility of this claim shall be final and binding on the contractors.

Note No. 2.

No charges other than those mentioned above shall be payable in respect of the services described in part-I and II of the schedule of the services or any other duties, services and operations which are auxiliary and/ or incidental to the principal services.

Note No. 3.

In case of bags of weight upto 42 Kg and 52 Kg the same rates will be applicable for handling operations as that **of bags of weight of 40 Kg and 50 Kg respectively.**

PRICE BID (B.O.Q.)

Name of Godown	District	Item of works	Rate	
			At SOR (Put 0 Mark)	Below.....% SOR (Should not below 20%)
DabgramGFD	Jalpaiguri	Handling and transportation operation & all allied services as per tender document including Preservation and Quality Control Management		