

**NOTICE INVITING TENDER CUM
DETAILED BIDDING DOCUMENT**

**SELECTION AND EMPANELMENT OF
TRANSPORTATION CUM HANDLING
CONTRACTOR FOR MAIN
TRANSPORTATION OF FOOD GRAINS**

**OFFICE OF THE DISTRICT MANAGER
BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED
DISTRICT : _____**

Month 20

1 Page

[Handwritten signatures and dates]
14/11/23 14/11/23 14/11/23 14.11.23 14/11/23

DISCLAIMER

1. The information contained in this Notice Inviting Tender cum Detailed Bidding Document ("NIT cum Bidding Document") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this NIT cum Bidding Document and such other terms and conditions subject to which such information is provided.
2. This NIT cum Bidding Document is neither an agreement nor an offer by the Bihar State Food and Civil Supplies Corporation Limited (BSFCSCCL) to the prospective Applicants or any other person. The purpose of this NIT cum Bidding Document is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this NIT cum Bidding Document .
3. BSFCSCCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT cum Bidding Document and it is not possible for BSFCSCCL to consider needs of each party who reads or uses this NIT cum Bidding Document. This NIT cum Bidding Document includes statements which reflect various assumptions and assessments arrived at by BSFCSCCL in relation to the proposal. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this NIT cum Bidding Document and obtains independent advice from appropriate sources.
4. BSFCSCCL will not have any liability to any prospective Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIT cum Bidding Document, any matter deemed to form part of this NIT cum Bidding Document, the award of the Assignment, the information and any other information supplied by or on behalf of BSFCSCCL or their employees, any bidders or otherwise arising in any way from the selection process for the Assignment. BSFCSCCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this NIT cum Bidding Document.
5. The Applicant shall bear all its costs associated with or relating to the preparation & submission of its Proposal .All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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6. BSFCSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT cum Bidding Document.
7. BSFCSCL will not be responsible for any delay in receiving the proposals. The issue of this NIT cum Bidding Document does not imply that BSFCSCL is bound to select an Applicant, for the assignment and BSFCSCL reserves the right to accept / reject any or all of proposals submitted in response to this NIT cum Bidding Document at any stage without assigning any reasons whatsoever. BSFCSCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT cum Bidding Document Application.
8. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSFCSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. BSFCSCL reserves the right to change / modify / amend any or all provisions of this NIT cum Bidding Document. Such revisions to the NIT cum Bidding Document amended will be made available on the website of www.eproc2.bihar.gov.in.

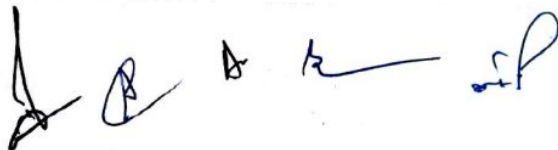


Table of Contents	
PARTICULARS	Page No.
SECTION 1. Notice Inviting Tender for Selection and Empanelment of Transportation-Cum-Handling Contractors for Main Transportation of Food Grains	5
SECTION 2. Instructions to Bidders	7
SECTION 3. Terms of Reference	23
Annexure-I: Term and Condition Governing Contracts for Transportation Cum Handling Contractors for Main Transportation of Food Grain	29
Appendix-I: Tender Submission Undertaking	49
Appendix-II: Forwarding Letter	50
Appendix-III: Master Data	52
Appendix-IV: Performa of Bank Guarantee to be Furnished with Security Deposit as Performance Guarantee	55
Appendix-V: Proforma of Work Experience Certificate to be produced by the Tenderer	57
Appendix-VI: Price Bid	58



BIHAR STATE FOOD AND CIVIL SUPPLIES CORPORATION LIMITED
DISTRICT- SIWAN
SECTION - 1

NOTICE INVITING TENDER FOR SELECTION AND EMPLANELMETN OF
TRANSPORTATION-CUM-HANDLING CONTRACTORS FOR MAIN DELIVERY
TRANSPORTATION OF FOOD GRAINS

NIT No. - 766

Date- 26.05.2026

Tender are invited online under "TWO BID SYSTEM" in online mode through e-procurement from the interested bidder as per condition prescribed in the tender form for selection and empanelment of **MAIN** Contractor of Food Grain at District- SIWAN For 01 Post.

- 1) Bihar State Food and Civil Supplies Corporation Ltd. Is the sole agency nominated by the Government of Bihar to carry out storage and transport of food grains and other civil supply items meant for distribution through Targeted Public Distribution System (TPDS). It involves massive movement of food grain intra (within) district. A Transportation cum Handling Contractor has to transport food grains from FCI Depot to SFC Godown . Selected transporter/s for such activities and make empanelment if such cases or need arises.
- 2) Interested bidders are advised to study this NIT cum Bidding Document carefully before submitting their proposals in response to the NIT cum Bidding Document through e- procurement mode in www.eproc2.bihar.gov.in
- 3) The tender documents & other details can be downloaded from the website www.eproc2.bihar.gov.in between 15.06.2026 to 10.07.2026 until 17:00 Hrs.
- 4) The duly completed tender in the manner prescribed shall be uploaded on www.eproc2.bihar.gov.in up to 17:00 Hrs on 10.07.2026 and the Technical Bid shall be opened on 11.07.2026 at 11:00 Hrs in the presence of tenderers or their authorized representatives who may wish to be present..
- 5) Each tender should be accompanied by Non-refundable deposit of INR 11800.00 (Rs. Eleven Thousand Eight Hundred only) including GST to be paid through e-payment mode (i.e., NEFT/RTGS/Credit Card/ Debit Card (in Rupees) before the due date of submission.
- 6) The offers shall remain open for acceptance for 120 days from the date of opening of the Technical Bid. However, BSFCSCCL reserves the right to extend this period further at its discretion, which shall be binding on the Tenderer. Any Tenderer not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited
- 7) If the date of opening of the tender is declared as holiday the Tender will be opened on the next working day at the same time and venue.

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- 8) Each tenderer needs to deposit Rs. 5,00,000.00 (Rupees Five lakhs only) towards EMD along with technical bid. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-proc2 portal.
- 9) The earnest money would be refunded to the unsuccessful Tenderer on finalization of the tender and shall carry no interest whatsoever,
- 10) Incomplete offer/offers not conforming strictly in the manner prescribed/offer not submitted on prescribed Tender Form or **late/delayed** tender shall not be considered and shall be summarily rejected.
- 11) Conditional Tenders will be summarily rejected and the EMD will be forfeited.
- 12) The offers submitted would be governed by all the terms & conditions as laid down in the prescribed Tender Form. Any form of financial implication associated with the bidding process shall not be covered.
- 13) All Proposal/Bids should be addressed only via e-Procurement mode in website www.eproc2.bihar.gov.in
- 14) Managing Director, BSFCSCCL reserves the right to accept or reject any or all tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest tender against which no representation will be entertained. BSFCSCCL also reserves the right to scrap the tender enquiry at any stage without assigning any reason and BSFCSCCL will not be liable for any costs and consequences incurred by the intending tenderer.


26/05/20

District Manager
Bihar State Food and Civil Supplies Corporation,
Siwan.

SECTION-2**INSTRUCTIONS TO BIDDERS**

- 1) A bidder may be an individual or company or partnership firm. Furthermore, a bidder participating in a tender for any kind of transportation work (Main & DSD) in a district in Bihar can't participate in the tender published under same notification for either kind of transportation work in any district.
- 2) For participating in the above e-Tendering process, the contractors shall have to get themselves registered with the service provider so that user ID, password and Digital Signature are issued to them. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in e-Tender. For this, intending bidder may contact eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in
- 3) In case of NEFT/RTGS/ other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. The amount of EMD has to be paid by tenderer electronically.
- 4) The tenderers must fully comply with all the terms and conditions given in the detailed NIT. It is clarified that in case any of the stipulated terms and conditions are not fulfilled by the tenderers and incomplete or incorrect information submitted by the tenderer, the bid may be treated as ineligible and tenderer may be technically disqualified and Price Bid shall not be opened.
- 5) The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with BSFCSCCL for a period of five years.
- 6) The work experience certificate should be provided strictly as per format enclosed. The contract period & value of work executed to be shown in the experience certificate should be clearly bifurcated financial year wise i.e. from 1st April to 31st March & no other format will be accepted. 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. Experience details in the proforma prescribed at Appendix V shall be furnished by the tenderer. The information furnished in Appendix - V shall be supported by experience certificate issued by client(s) on their letterhead, which must contain seal and designation of

259

the experience certifying/issuing authority. In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

7) **The tenderer must submit following documents with the Technical Bid –**

- (i) Income tax return for immediate last three years.
- (ii) Tenderer should have executed in any of the immediately preceding three years work of value:
 - a. At least 2 crores in any of the three preceding F.Y. in a single contract:

OR
 - b. At least 4 crores in any one of the three preceding Financial year in combining different contracts.
- (iii) Affidavit by the bidder to the effect following used by Executive Magistrate/ Notary :-
 - (a) She/he/they have not been convicted by any court of law clearly specifying that “no court of law has taken cognizance or FIR has been lodged against him/her / them or their family member/director/partner in any matter related to Transportation, Handling, pilferage and Black marketing etc. of food grains”.
 - (b) Neither she/he/they nor her/his/their family member has been banned or black-listed or contract has been terminated before expiry of the contract or at any stage of the bidding by FCI/CWC/SWC/SFC or any Government/quasi Government Organization for appointment of transport /carrier.
 - (c) She/he/they or their family members/director/partner are neither working transport-cum-handling agent engaged in transportation of food grains from FCI depot to SFC Godown and vice versa within the state.
 - (d) Neither she/he/they nor her/his/their family members/director/partner are license Holder of fair price shop as well as rice miller/flower mill owner or in business of food grain (eg. Rice & Wheat).
 - (e) No dues of the corporation are pending against her/him/they or against her/his/their family members.
 - (f) She/he/they have neither been selected nor are working in more than one district.
 - (g) She/he/they will not create hurdle in transport of essential food grains by way of strike or any other mode.

Note: The above affidavit is to be furnished respectively by the proprietor, Karta, MD, all partners in respective cases of Proprietorship, HUF, company and Partnership firm.

(Handwritten signatures)

- (iv) Self-attested Photocopies of Certificate of incorporation, the Memorandum and Articles of Association along with self-attested photocopy of the Resolution of the Company and in case of firm the self-attested photocopy of the partnership deed.
- (v) Self-attested Photocopy of PAN number of the individual, HUF, company or the firm, as the case may be.
- (vi) Residential and character certificates issued by competent authority along with self-attested passport size photo and Sample signature of bidder.
- (VII) Each tenderer needs to deposit Rs.500000.00 (Rupees Five lacs Only) towards EMD along with technical bid. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
- (viii) Self-attested photocopy of Owner book of **10 (Ten) trucks** (Capacity of each truck to be minimum 9MT) registered in the name of the bidder or her/his/their family member/s with up to date tax-token and road permits duly certified by the District Transport Officer of the concerned District and also self-attested photocopy of insurance of trucks, pollution certificates and fitness certificates counter signed by not less than MVI of the district from where vehicle is registered along with original copies of the separate lease /contract agreements on stamp of Rs.1000/- of 25 (twenty five) such trucks forevery trucks separately. **Trucks provided in the name of owner can be verified physically by the District Transport Committee during technical verification process. Tipper, hyva, animal cart or any other vehicle resembling as such will not be allowed.**
Boats can be included as vehicle for transportation (excluding above) depending upon the requirement and prior permission by the district administration.
- (ix) Statement of Bank account duly attested by the branch manager of bank with Signed & seal for last six months preceding the publication of Tender Call Notice.
- (x) Power of Attorney if the person signing the tender is other than the partners or directors in respective cases of partnership and company or authorization letter in case of other persons than individual, or Karta of HUF.
- (xi) A disclosure of the names of all the family members of bidder In case of an individual, by the karta in case of HUF, of all the partners in case of firm and of directors in case of company .

Note:

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- (a) Bidder or their authorized person will have to come with all original documents of whatever Self Attested photocopies uploaded in Technical Bid for verification at the time of its opening.
- (b) Family shall mean husband/wife, un-married sons/daughters, married son living in the same house (including adopted children) and dependent parents for the purposes of the tender.
- (xii) The tenderer should be registered with EPFO as an independent employer, having separate code number as required for an employer under the provisions of EPF Scheme framed there under.
- (xiii) In accordance with the Govt. of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Corporation duty which would enable seamless travel through dedicated lanes installed with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Corporation.
- (xiv) The Tenderer should fully acquaint himself with the prevailing labor system at the concerned Railheads/Storage Centres.

8. **Qualification conditions for Tender:**

- a) Tenderer should have experience of Rake Handling and/or duly obtained from Manufacturer/PSU/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or similar products. Tenderer should have executed such assignments in any of the immediately preceding five years. In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.
- b) Experience details in the proforma prescribed at Appendix V shall be furnished by the tenderer. The information furnished in Appendix – V shall be supported by experience certificate issued by client(s) on their letter head.
- c) Tenderer without the requisite experience may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank



Guarantee of Rs 50,00,000 from Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-IV. The BG will be valid till a period of Forty two(42) months from the date of agreement.

- d) 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.

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.

9. **Disqualification Conditions.**

- a) The selected or working Handling & Transporting-cum-Delivery contractor under Doorstep Delivery of Food Grains anywhere in the state shall not participate in the Tender of Handling-cum-Transporting contractor for transportation of food grains.
- b) License holder of Fair Price Shop or any size or any kind of Rice Millers/ Wheat Flour mill owner or in business of food grain (eg. Rice & Wheat) and their family members shall not participate in this Tender.
- c) Suppression of any fact/ any misleading act/declaring false information as regards former selections in any district to the other bided district/s will amount to mala-fide intention of the bidder to mislead the District Tender Committee. In such case, contract, whether executed or not with the bidder in any district shall be terminated forthwith along with forfeiture of EMD/ Security Deposit. Further she/he shall be blacklisted and consequently not allowed to participate in any tender for next five years.
- d) The bidder, whose EMD has been forfeited in the last 5 years by corporation will not be eligible for participating in the tender.
- e) Those individuals/HUF/Company/Firm/Default Rice miller having any pending dues of Corporation as determined and notified by Bihar State Food & Civil Supplies Corporation cannot participate in tender.
- f) Family member of a bidder or bidder itself whose contract with the BSFCSCCL, or any department of Central or State Government or any other Public Sector Undertaking/Bihar State Food Corporation has been terminated before the expiry of the contract period at any point will be ineligible for tender. Furthermore, Family member of a bidder or bidder itself who has been banned or blacklisted owing the act of suppression of any fact/ any misleading act/declaring false information as regards former selections in any district to the other bided district/s will be ineligible

- for participating in the tender for the period she/he/they has been banned or blacklisted. A Hindu undivided family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu undivided family (either as a proprietor or partner of a firm) shall be summarily rejected.
- g) If the bidding proprietor/Karta of HUF/any of the partners of the bidding firm/any of the Director of the bidding company have been, at any time, convicted or punishment by a court of law for an offence and sentenced to imprisonment for a period of three years or more such bidder will be ineligible. Cognizance taken by court of Law or FIR has been lodged competent authority in any matter related to Transportation, Handling, pilferage, Black marketing etc of food grains against a bidder or Transporter will amount to ineligibility for the purpose of taking part in bidding process or continuing as a Handling & Transporting contractor. In the case of Partnership firm/company, if any partner of the firm is convicted by the court of law and sentenced to imprisonment for a period of at least three years then agreement with the firm will be terminated.
 - h) Tenderers who have been blacklisted or otherwise debarred by BSFCSCL/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 for a period of three years from the date of blacklisting/debarment, whichever is earlier.
 - i) In case, if any of the documents of the "Technical Bid" duly self-attested by the bidder/ authorized person is not submitted in the Technical Bid, the tender will be rejected and the Financial Bid of the Tender will not be opened for further processing.
 - j) If any of the documents submitted in Technical or financial bids of the tender found forged or tampered in, the bid will be rejected and appropriate lawful action will be taken against the bidder. At the same time, she/he/they will be blacklisted and consequently barred from taking part for next five years in the future tender and EMD will be forfeited.
 - k) All the cutting on "Tender Form" should be signed by the bidder otherwise it would be summarily rejected.
 - l) Tender paper not accompanied with all the schedules/ annexure, documents as detailed at Checklist (*Annexure*), the same shall be liable for rejection
 - m) At the time of agreement, successful bidder/bidders will have to submit self-attested photocopies of updated tax-token, road permit, pollution certificate and insurance certificate of all leased vehicles to District Manager, SFC. Failing this, no agreement will be executed with him/her/they, and he/she/they will be barred for taking part



for next five years in the future tender forfeiting the deposited EMD at the same time.

10. **Instructions for submitting Tender:**-The instructions to be followed for submitting the tender are set out below:

The Bidder is responsible for registration on the e-procurement portal (<https://www.eproc2.bihar.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions as provided on the e-procurement website.

The Bidder shall submit the proposals online as described below:

- a) The bid has to be submitted only through online through <https://www.eproc2.bihar.gov.in> website. No physical submission of bids would be acceptable.
- b) The Tenderer should upload the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled in/completed tender form including the annexures. The tender submitted by the tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the tender document.
- c) In the event of the space on tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the Tender No. and should have full signature of the tenderer. In such cases reference to the additional pages must be made in the Tender Form.
- d) The Technical and Financial proposal should be submitted only through the e-Procurement Portal.
- e) Technical Proposal - The Bidder will have to upload the scanned copy of bid document duly signed (all pages) by the authorized signatory as a part of the technical bid, complying terms & conditions of bid along with the documents in accordance with NIT cum Bidding Document. Failing to submit the same or non-compliance/ deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid.
- f) Financial Proposal - Financial proposals would be filled on e-procurement portal. Bidders that have been shortlisted in technical bid will be allowed to participate in the financial proposal/price bid.
- G) Each tender should be accompanied by Non-refundable deposit of INR 11800.00 (Rs. Eleven Thousand Eight Hundred only) including GST to be paid through e-payment mode (i.e., NEFT/RTGS/Credit Card/ Debit card(in Rupees).

- h) The Tender must be accompanied by an EMD of Rs. 500000.00 (Rupees Five Lacs only) to be paid through e-payment mode (i.e., NEFT/RTGS/Credit Card/ Debit card (in Rupees).
- i) Proof of Payment (Transaction receipt) of - EMD, Cost of Tender Document etc. must also be uploaded along with the Technical Bid.
- j) BSFCSCCL reserves the right to reject any Tender which fails to comply with the above instructions.
- k) Conditional offers/ tenders shall be out rightly rejected.
- l) The Technical bids shall be opened on XX/XX/XXXX at 15:00 Hours. The date and time of opening of the financial bids will be notified only to the Technically Eligible Bidders.
- m) The tenderer (s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of pre-bid meeting and opening of the tender as specified in the Tender. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
- n) Any attempt, direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
- o) Every page of the tender documents including specifications should be signed in token of having accepted all the tender conditions and uploaded in part-I of bid.
- p) The BSFCSCCL reserves the right to accept or reject any tender without assigning any reason thereof and the same shall not be questioned on any ground, whatsoever. **The BSFCSCCL reserves the right to place orders with more than one tenderer at the lowest approved rate.**
- q) If there are variations between the price quoted in figures and words, the lowest of the two will be adopted.
- r) Bids specifying additional terms and conditions or proposing modifications to the tender conditions will be treated as conditional tender and will be summarily rejected.

11. Earnest Money

- (i) Each tender must be accompanied by an Earnest Money amounting **Rs. 5,00,000/- (Rupees Five Lakhs only) must be submitted electronically through NEFT/RTGS/Other electronics means available on eproc2 portal.** The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information

252


furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with BSFCSCL for a period of five years.

- (ii) The Earnest Money will be returned to all tenderers (except successful bidder) within a period of 30 days from the date of issue of the acceptance and to a successful Tenderer, after he has furnished the security deposit, if he does not desire the same to be adjusted towards the security deposit. No interest shall be payable on Earnest Money, in any case.

12. Security Deposit

The successful Tenderer shall furnish, within fifteen working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of;

- a) A sum equivalent to Rs 40,00,000 submitted electronically NEFT/RTGS/other electronic means in favour of the District Manager, BSFCSCL, District _____. The Security Deposit shall not earn any interest.
- b) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Corporation will not be liable for payment of any interest on the Security Deposit.
- c) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 12 (a) by the due date, his Contract shall be summarily terminated besides forfeiture of the Security and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **five years**. After the completion of prescribed period of three years, the party may be allowed to participate in the future tenders of BSFCSCL provided all the recoveries/dues have been affected by the



Corporation and there is no dispute pending with the contractor/party.

- d) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

13. **Opening of Tenders**

The Technical Bid will be opened first, in the Office/Offices of the District Magistrate, District _____ at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement receipt or they can view the bid opening event online at their remote end. Proceeding will be prepared based upon the technical evaluation of the bid which will include the details of evaluation, reason for rejection/ disqualification of bidder and it will be signed by all the members of District Transport Committee. The proceeding will be a part of tender related record.

The results of technical evaluation will be uploaded on the eproc2 Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded on the portal. If any of the bidders is disqualified, he may submit grievance (if any) to District Transport Committee (_____) within three working days from the date of disqualification. However, no new documents will be accepted. In case of receipt of grievance, the District Transport Committee (_____) will redress the grievance within seven (7) working days. In case no grievance is submitted then the price bid shall be opened only after three working days. In case of receipt of grievance from the disqualified bidder, the validity period of the tender shall get automatically extended by 15 working days, which shall be binding on all the bidders.

Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement receipt or they can view the bid opening event online at their remote end. Proceeding based upon the decision of financial bid will be prepared which should be signed by all the members of District Transport Committee and will be a part of tender related record.

14. **Corrupt practices**

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender/bid from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

15. **Other General Terms and Conditions and Procedures**

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- a) The bidder/authorized representative have to sign each and every page of the tender paper, annexure and put his seal, and in case of the later, have to submit the authorization letter as well.
- b) Tender papers/bid documents and Agreements shall be signed by proprietor, karta, partners, Managing Director in respective case of bidder being individual, HUF, Firm and Company respectively.
- c) There must be disclosure of the names of all the family members of bidder in case of an individual, by the karta in case of HUF, of all the partners in case of firm and of directors in case of company.
- d) The bidders shall be present on the date and time specified of opening of tender either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder before opening of tender.
- e) Complete postal address of the individual, HUF, company or firm must be mentioned.
- f) An individual/ HUF/firm/ company shall not be appointed as Handling & Transport Contractor for more than one (1) district.
- g) It must be understood expressly that the laborer's are to be employed / engaged by the bidder and the full legal burden of providing the minimum wages as accrued from time to time as well as ensuring appropriate deductions on account of EFP & ESIC and other legal provisions will rest on the bidder. In case of any penalties or liabilities ordered by the statutory authorities shall be deducted and paid to the said authorities along with interest if any.
- h) The EMD furnished by the successful bidder can be adjusted towards security deposit if requested by him/her in writing.
- i) EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the prescribed date for execution of agreement and to take up the work without prejudice to any other rights and remedies of Corporation under the contract and law.
- j) EMD shall be refunded to all technically unqualified bidder except technically qualified bidders expressing willingness to be part of panel and to work at L1 rate and do not withdraw EMD.
- k) No person/company/firm shall be appointed as Handling & Transport Contractor in a district under this tender process, if she/he/they or any of her/ his/their family members or directors or partner has a commercial interest in a business relating to custom milling of rice or milling of wheat or fair price shop or Storage Operation in any district.

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- l) A Partner in a partnership firm and any of his family member or a Director in a company and any of his family members will be treated to have commercial interest in the firm or company, as the case may be, if such firm or company is operating as handling-cum-transporting contractor or custom milling of rice or milling of wheat or storage operation or fair price shop in any district.
- m) Transport rates quoted should be inclusive of Insurance, Taxes, Octroi, and Handling Charges at Depots of BSFCSCCL, if any.
- n) The corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- o) Any losses during transit shall be recovered from the bidder.
- p) Transporter will be solely responsible for transportation and delivery of grains handed over by SFC, from FCI depot/CMR Godown to Block Godown as per delivery schedule route chart as directed by the concerned District Administration/District Manager and; obtain signature of the recipient AGM of the Block Godown on the document handed over to him by DM SFC office .
- q) All the trucks provided by the Transport, Handling-Cum-Delivery Agent will be painted whole body in yellow color and following will be written in deep **Black** on a **Yellow background** with a strip having 2' 8" high in front, the space on the top of the cabin as well as on the side panels of the vehicle.
- BSFCSCCL, District _____ Transportation of Food Grains.**
- Except that of chassis the entire body of the truck must be painted with yellow color. However, The H & T Contractor shall have no claim on detention of vehicle both at dispatching and receiving point for any reason.
- r) The vehicle has to be registered/Leased in the name of the bidder/his family members/directors/partners till the end of the agreement and transportation of food grains should be on these vehicles.
- s) Handling-cum-Transportation & Delivery Contractor shall provide each of the 35 (Thirty five) trucks fitted with working online GPS Device (GPRS enabled) with load shell as well as SIM of Mobile Operator having widest network coverage in Bihar for proper monitoring of vehicles at all location in Bihar before agreement. In case GPS gets damaged while in operation the same shall be replaced by the suitable one within 48 hours by the Handling-cum-Transporting Contractor and under no circumstances the Vehicle shall be used without working online GPS device with load shell and Sim for transportation of food grains and If vehicle is used without online working online GPS device with load shell & Sim, no transporting charges will be paid and at the same time contract/agreement shall be terminated forthwith after seeking reply of show cause within a week. In case of failure to reply the show



cause within time, it shall be deemed that Handling -cum-Transportation & Delivery Contractor has nothing to say.

- t) The monitoring of working of online GPS device with load shell shall be done by BSFC. For this monitoring purpose the technical specification of the installed GPS device with load shell must be compatible with tri band 900/1800/1900 MHz GSM/GPRS Module RS-232 serial port ignition ON/OFF detection local & remote configuration (OTA) support TCP, UDP & HTTP on-line-offline tracking and armored cables. Specification about load shell shall be provided at the time of agreement.
- u) It shall be ensured by the Handling -cum-Transporting Contractor that there should not be any difficulties in integration of GPS with load shell with BSFC centralized monitoring system. Cost of GPS with load shell and annual charge of SIM will be borne by the Handling -cum-Transporting Contractor. Non installation of GPS and load shell shall lead to cancellation of agreement.
- v) During transportation of food grains by working online GPS with load shell installed vehicle if not found in network while monitoring, it will be presumed as pilferage of food grains and payment of transporting bill of the concerned transporter will be made as per percentage of GPS with load shell installed vehicles found online on the Corporation server. On repetition of the same, agreement of the Transporter shall be terminated.
- w) In order to meet any eventuality, the Handling -cum-Transporting Contractor shall keep in standby mode at least five vehicles with GPS and load shell duly installed, and coloured with yellow texture along with description written thereon like other vehicles.
- x) The Transporter is liable to pay transit shortages on economic price as fixed by Central Govt., which will be deducted from transport bills submitted by him.
- y) The services of empanelled bidders may be taken by the District Transport committee, in case the acting Contractor fails to do the assigned work within the scheduled time, for timely and effective transportation of stock in the interest of the work.
- z) After selection of Handling-cum-Transporting Contractor, he has to execute an agreement/contract and furnish the Bank Guarantee in the prescribed Format within 15 days from the date of selection or as per the direction of the Corporation in this regard. The period of agreement /contract will be valid till the period mentioned above, which can be terminated anytime by issuing 30 days prior notice.
- aa) During the continuity of the contract/agreement, if there is any breach of any of the terms of the agreement by Handling -cum-Transporting Contractor, the agreement



- will be terminated, and the transporter will be blacklisted and debarred for next five years from future transportation work. The Bank guarantee submitted against Security Deposit will also be forfeited subjecting the transporter to other legal actions at the same time. If such losses remain uncompensated after encashment of bank guarantee, then said excess loss shall be also recovered from the Contractor.
- bb) All the persons employed by the bidder if appointed as Handling-cum-Transporting Contractor, shall be engaged by him as his own servants in all respects and the responsibility under the Workmen's Compensation Act or Employees Provident Fund Act or Contract Act & Bonus Act or any other similar enactment in respect of all such personnel shall be that of the bidder. In any case the Corporation will not be responsible for making any kind of payment to employees of the bidders under any statutory provisions.
 - cc) The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself/ herself or his/ her employees. The losses if any shall be recoverable from his Bank guarantee and second party will be black listed for next five years.
 - dd) If the Transporter/ Driver will be found to have indulging in black marketing or theft of food grains, punitive action will be taken against the transporter as per law and will be blacklisted for next five years.
 - ee) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his/ her business or making arrangements with his/ her creditors or failing to observe any of the term and condition governing the contract, the Managing Director 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 contractor and to claim/recovery along with interest from the contractor any resultant loss sustained or costs incurred as result of action or inaction of the contractor or his employees/staff or drivers.
 - ff) In case any recoverable amount is due from him, in addition to the action under Bihar & Orissa Public Demands Recovery Act, 1914 and concerned rules, civil & criminal action under Indian Penal code or Essential Commodity Act will be taken against him for recovery of the said amount with the interest of @ 12% per annum from the date when such payment falls due up to the date of final recovery.
 - gg) The decision of the Managing Director regarding such failure of the contractor and


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- his/ her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- hh) All the partners/ all the directors/ all the members of family of the HUF shall be liable jointly and separately for payment of dues of the corporation for H & T operations.
- ii) During this contract, any change in the constitution of the firm/company/ proprietorship/partnership without prior approval of the Corporation in writing is not permissible.
- jj) The H & T Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- kk) If any selected H & T Contractor is found to be involved in any criminal case, which amounts to moral turpitude, or vigilance case or is blacklisted by any State or Central Government, by Central or State Agency or Undertaking during contract period, the agreement executed with the H & T Contractor shall be terminated forthwith without prejudice to other rights and remedies.
- ll) The H & T Contractor shall not load more than permissible quantity of food grains in each vehicle before transportation as provided under Motor Vehicle Act. If the H & T Contractor shall load the stock beyond permissible limit provided under the statute. The contractor/Vendor shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of H & T Contractor.
- mm) In the event of any dispute covering or arising out of this contract/ agreement, the jurisdiction of the court shall be at District Headquarter for the district for which the H & T Contractor has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/ suit in regard to the matters covered by this agreement at any place outside District Headquarter.
- oo) In future any direction by Government regarding transportation of food grains will be acceptable to the bidder after selection as Handling-cum-Transporting Contract or including transporting and handling of Grains/ C.M.R during procurement season.
- pp) Handling charges will include Unloading/Loading of food grains bags from/into railway wagons, trucks / vehicles/ stacking (simple/ block/ crisscross – as the case may be) the food grains bags, bagging, rebagging wherever/ whenever necessary, weighment, cleaning of food grains etc., and transporting/ handling of food grains from Railway Station Siding to BSFC Godown or vice-versa or transporting them from one place to any other place in and around the designated godowns.
- qq) Managing Director, BSFCSCCL reserves the right to accept or reject any or all the



Tenders/bids without assigning any reason whatsoever or to award contract to one or more than one technically qualified bidders in one district at LI rate against which no representation will be entertained.

- ss) The tenure of the contract of H & T agent will be for 3 years from the date of agreement with L1 contractor.
- tt) DM, BSFCSCCL will execute the agreement on behalf of the corporation as per the tender guidelines of the corporation and he/she shall be competent authority to terminate the contract, blacklisting or forfeit of bank guarantee, debarment and also recovery of loss, if any incurred by the transporting-cum-handling cum delivery agent for violation of term and condition on prior approval of the district transport committee and appeal against such order will be before the appellate authority.



244

SECTION-3

TERMS OF REFERENCE

Objective of the Contract: The contract or shall render all or any of the services given in Tender document as and when necessary as directed from time to time by the District Manager or an officer acting on his behalf together with such additional, ancillary and incidental, duties, services and operations as may be instructed by the District Manager or an officer acting on his behalf and as are not in consistent with terms and conditions of this contract.

Brief description of work:

- a) Unloading/Loading of food grains bags from/into railway wagons, trucks etc., stacking the food grains in bags, bagging, weighment of food grains, etc., and transporting of food grains from Railway Good shed/Siding to Corporation Godowns or vice-versa or transporting them from any place to any other place in & around District as well as inter district movement as well if required.
- b) As an alternative, the contractor shall have option to bring in modern technology for loading and unloading operations at the same quoted priced at its own cost. BSFCSCL shall facilitate/permit use of such technology in BSFCSCL operations.
- c) If the contractor wishes to mechanize loading and unloading operations at rail head the same shall be undertaken by the contractor at his own cost including electricity/fuel expenses.

Rules for offering / Quoting of Price Bid in respect of Handling and Transportation contract :

1. Tender for empanelment:

- a) Number of selected contractors will be two times (double) of the vacancies of contractors published.
- b) Sequentially in the descending order the first half of the selected contractors will be awarded the contract on the basis of rates quoted.
- c) The next half of the selected contractors in the descending order will be treated as waitlisted contractors, if the bidders have not withdrawn the earnest money deposited.
- d) Entire empanelment will be based upon negotiated L-1 rate.
 - i) The tenderers must get themselves fully acquainted with the size and location of godowns vis-a-vis loading/unloading points before submission of tender and rates quoted by them for loading into/unloading from trucks/wagons shall

be deemed to have been done after such acquaintance. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis-à-vis loading/unloading points and he 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 or involved in certain operation(s) is more or the bags to be handled are heavier. The Tenderers should not incorporate any condition in the tenders, as conditional tenders will be summarily rejected.

- ii) L-1 will be the basis for empanelment.
 - iii) If number of bidders with lowest quoted rate is less than the number of contractors required for the district, all qualified lowest rate quoting bidders will be selected and all those bidders who have expressed their willingness to work at lowest quoted rate will be kept in panel and they can be assigned work by district transport committee as per need and by applying lottery-method if the case is so.
 - iv) Validity of empanelment will last till the expiration of period of contract i.e. 3 years or the extended period of the main contract.
 - v) Order will be placed on the basis of quoted price only.
- e) The tenderer shall quote one uniform percentage below or above the schedule of rates (SOR). The tenderer quoting the lowest overall rate will be declared L-1.
- i) There should be a uniform schedule of rates for each district in Bihar.
 - ii) In case percentage computed above is negative it will be considered below SOR.
 - iii) In case percentage computed is zero it will be equal to SOR.
 - iv) In case percentage computed is positive it will be considered above SOR.
 - v) Managing Director (BSFC) have been delegated full powers to fix the schedule of rates.
- f) At any moment there will be single (similar) rate in the district.
 - g) Rates quoted by the bidder will be inclusive of multiple handling charges.
 - h) Maximum extension for working contractors will be provided based on the situation for a period of maximum one year from co-terminus period.

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- i) In case there is no contract bidder in the empanelment then subsequent additional tender will be valid only for the remaining duration.
- j) Main transporters will be responsible for inter district transportation. Highest slab will be applicable for the purpose.
- k) If required by corporation at any stage, main transporter will have to provide up to 50 trucks based upon order by DM, BSFCSCL.
- l) Empanelment will be till the expiration period of RFP.

2. **Volume of work:**

Though the volume of food grains to be transported for a cluster of blocks in the district is quite consistent. No definite volume of work to be performed can be guaranteed during the currency of the contract.

3. **Duties of Transporting-Cum-Handling Agent**

- (i) The successful bidder at the time of execution of agreement has to provide a code number duly allotted by E.P.F organization. In case of non-submission of code number, he will be treated a defaulter, and hence the agreement cannot be executed with him.
- (ii) The bidder will be solely responsible for payment of wages/minimum wages & EPF contribution to the laborers engaged by them." as per the rate notified by Dept. of Labour Resource Govt. of Bihar.
- (iii) The bidder/second party will have to abide by any changes in terms and conditions issued from time to time in public interest and in case, any recoverable amount is due from him, action under Bihar & Orissa Public Demands Recovery Act, 1914 and rules and also Civil & Criminal action under Indian Penal code or Essential Commodity Act will be taken for recovery of the said amount with interest @12 % per annum from the date when such payment falls due up to the date of final recovery.
- (iv) The bidder/second party is bound to carry out the directions issued from time to time by District Magistrate-cum-Chairman, District Transport Committee/ District Manager if any need arises.
- (v) The bidder (Transporter) will submit transporting bills for transportation work on monthly basis by the 15th of the succeeding month, failing which penalty shall be imposed @ 12% of the bill value for each of the month of the delay or part thereof. The payment shall normally be made by the District Manager upon of submission

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- of complete set of bills in the format and procedure prescribed.
- (vi) The vehicle has to be registered in the name of the bidder till the end of the agreement. In case, vehicles are required to be disposed off between the agreement periods, the same shall be made on prior written intimation to the District Manager with a copy to District Magistrate but with, "Substitute of a suitable vehicle in the name of the bidder along with the documentary evidence."
- (vii) Transporter shall have to follow the instruction regarding GPS/ SMS /Load shell as well as instructions issued by District Manager/ District Administration and Head Office.
- (viii) As per schedule and route chart fixed by District Magistrate-cum-Chairman, District Transport Committee the Transporter is bound to deliver the quantity of food grains from FCI depot to the Block SFC Godown and hand over to the Assistant Manager of the godown on the date with obtaining receiving on challan provided by District Manager Office. In any case, if the route is diverted it would be done with the prior permission of the District Magistrate.
- (ix) In case of delay in lifting of essential food grains by causing strike or any other mode, the Second Party will be liable to be proceeded in accordance with the provision of Essential Commodities Act and this agreement will be liable to be cancelled and five times of any loss caused to the Corporation shall be recovered from his security money or/and Bank guarantee, or/and from his pledged immovable properties and second party will be black listed for next five years.

4. Contractor's Staff/Workers Requirement, their duties, Behavior etc.:

- i) The contractor shall be directly responsible for the wages, which should not be less than minimum wages prescribed by Appropriate Authority, Provident Fund, bonus or any other benefits as may be available to its employees under relevant acts and regulations as applicable. The Corporation shall not entertain any such claim of the person/workers employed by the contractor. The compliance of all the statutory liabilities vests with the contractor.
- ii) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- iii) If the Contractor fails to submit the prescribed statutory compliances, the Corporation or an Officer acting on his behalf, BSFC will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
- iv) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed by them. BSFC shall, in no way, be responsible for settlement of such issues whatsoever. BSFC shall not be responsible

- for any damages, losses, claims, financial or other injury including death to any person deployed by contractor in the course of their performing the functions/duties or payment towards any compensation. Any liability arising out of accident or death of any personnel while on duty shall be borne by the contractor.
- v) In case of termination of this contract on its expiry or otherwise, the persons deployed by the contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the office of BSFC. Contractor should make this known to persons deployed by him.
- vi) The contractor's workers shall be polite, courteous, well behaved and honest.
- vii) The contractor shall be fully responsible for any theft, burglary fire or any other mischievous deed done by its workers.
- viii) The antecedents of all workers should be verified from local Police authority by the contractor before deployment for work. Police verification of the worker is submitted within a period of one month on entering into the contract or for a further period of up to a maximum of three months on the request made by the contractor.
- ix) The contractor's workers shall not enter into any unlawful activity within the Corporation's premises and shall have good moral character.
- x) Bihar State Food Corporation shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case of the SFC being put to any financial loss directly or indirectly by any net of commission on the part of the contractor's workers.
- xi) The corporations will not be having any relationship with the worker engaged by the contractor.
- xii) Insurance and accident cases of the workers will be the responsibility of the contractor.
- xiii) All the workers of the contractor shall be free from infections disease & shall wear uniform with Identity Card issued by the contractor for identification.
- xiv) The contractor will ensure that proper license/permission from the concerned authorities wherever applicable are obtained promptly.
- xv) The Contractor's personnel should not consume drug/or liquor in the BSFC's premises. In case any of the personnel provided by the Contractor is found to be indulging in any suspicious activities or is found to be under the influence of alcohol or any other intoxicants while on duty or the conduct and integrity is found to be doubtful or performance is not found to be satisfactory, he/she shall be removed from duty immediately. Decision of DMSFC or an Officer acting on his behalf will be final and binding on the Contractor.
- xvi) The contractor shall make its own lighting arrangements for working at night or

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daytime as per the requirement for loading/unloading/transport operations etc.

5. **Force Majeure**

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the General Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

6. **Subletting**

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

7. **Liquidated Damages**

a) In the event of delay on the part of the contractor in providing other i.e. labour, weighment machines, weights and any other services mentioned in the agreement, efficiently and to the entire satisfaction of the DM(_____) or any officer acting on his behalf, the District Manager shall without prejudice to other rights and remedies under this agreement, have a lawful right to levy Liquidated Damages from the contractor @Rs.2000/-per day or such lesser sum per day or part of a day of the delay as the DM(_____) in his absolute discretion may determine subject to the total liquidated damages not exceeding 15% of the value of the contract during the operation period of the contract. The decision of the Corporation in regard to levy of above Liquidated Damages shall be final and binding on the parties.

b) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by contract or in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @Rs.200/-per truck will be imposed by the concerned District Manager without prejudice to any other right or remedies under the contract and law.

8. **Route Optimization:**

The Route Optimization plan is under consideration by the Govt. of India. Hence, if the same is finalized the same need to be mandatorily followed by the contractor.

Annexure-I

**TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION
CUM HANDLING CONTRACTORS FOR MAIN TRANSPORTATION OF FOOD
GRAIN**

I. Definitions:

- (i) The term 'Contract' shall mean and include the Invitation to Tender in incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, Acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term 'Contractor' shall mean and include the person(s), firm or company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
- (iii) The term 'Contract Rates' shall mean the rates of payment accepted by the District Manager for and on behalf of the BSFCSCL.
- (iv) The term 'Corporation' and the 'BSFCSCL', wherever they occur, shall mean the Bihar State Food and Civil Supplies Corporation Limited, and will include its Managing Director, and its successor(s).
- (v) The term 'District Manager' shall mean District Manager of BSFCSCL under whose administrative jurisdiction, Depots/Rail heads to which the contract relates fall. The term 'District Manager' shall also include every other officer authorized for the time being to execute contracts on behalf of the BSFCSCL.
- (vi) The term 'Godowns' shall mean and include the BSFCSCL Depots/ Godowns/Silos belonging to or in occupation of the Corporation at any time and shall also mean and include open platform/plinth built or constructed for storage of Food grains inside or outside the owned/hired depot/silos premises.
- (vii) The term 'Food grains' shall mean and include any item of food grains & its products, Coarse grains, Fertilizers, Sugar and ground nut etc.
- (viii) The term 'Services' shall mean performance of any of the items of work enumerated in scheduled of services herein including such auxiliary, additional and incidental duties, services and operations or as may be indicated by the District Manager or an officer acting on his behalf.
- (ix) The term 'Trucks' wherever mentioned shall mean mechanically driven vehicle such as Lorries etc. and shall exclude animal drawn vehicles.

II. Parties to the Contract:

- (a) The Parties to the contract are the contractor and the BSFCSCCL, represented by the District Manager (_____) and /or any other person authorized and acting on his behalf.
- (b) The person signing the tender or any other documents forming part of the tender on behalf of any other person, or a firm shall be deemed to warrant 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 at any stage it is found that the person concerned had no such authority, the BSFCSCCL may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the BSFCSCCL may be given/taken by the District Manager or any officer so authorized and acting on his behalf.

III. Constitution of Contractor:

- (a) Contractor/s shall, in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company in corporate in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contract or shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- (b) 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, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- (c) The contractor shall notify to the corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the corporation shall have the right to terminate the contract.

IV. Subletting

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

V. Relationship with third parties:

All transactions between the contractor and third parties shall be carried out as between two principals without reference to the corporation in any event. The contractor shall also

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undertake to make the third parties fully aware of the position aforesaid.

VI. Liability for Personnel:

(a) All persons employed by the contractor shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or 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.

(b) (i) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds & Misc. Provisions 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 pay to the corporation i.e. the principal employer under the said Act, the amount of member's contribution together with an equal amount of his contribution. If, on account of the default of the contractor in making/depositing such payments or for any other reason, the corporation makes such contributions on behalf of the contractor, the BSFCSCCL shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

(ii) The contractor shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the District Manager, BSFCSCCL or any officer acting on his behalf :-

- Form -2 : Nomination & Declaration Forms to be submitted for new entrants.
- Form -3 The Contribution Card for the currency period – Annually.
- Form -3A Contribution Card for the currency period from 1st April to 31st March–Annually.
- Form -4 Contribution Card for Employees other than monthly paid Employees – Annually.
- Form-5 Return of Employees qualifying for the Membership.
- Form-5A Return of Ownership to be sent to the Regional Commissioner.

- Form -6 Return of the Contribution Card and Annual Statement of Contribution.
- Form-6A Consolidated Annual Contribution Statement.
- Form-10 Form of Maintenance of Accounts.
- Form-11 Balance Sheet
- Form-12A Statement of Contribution-Monthly.

- (iii) The Contractor shall, within 7days of the close of every month, submit to the Principal Employer (Corporation), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.
- (iv) The Contractor shall maintain Inspection Note book in the form as may be specified by the District Manager, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the District Manager, BSFCSCL or Officer authorized by him or acting on his behalf.
- (v) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the Scheme framed there under and also to District Manager, BSFCSCL or an Officer acting on his behalf, BSFCSCL will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
- (c) 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 and instructions 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 unauthorizedly made, maintenance of wage book and wage slip, publication of the scale of wages, mode of payment of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature. Contractor is advised to comply with the instruction issued by Government of India, Ministry of Labour and Employment, Chief Labour Commissioner etc. from time to time regarding mode of payment of wages to workers.
- (d) Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor he shall comply with the following:-
 - i Payment of Wages to Workers:-

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The contractor shall pay not less than minimum wages to the workers engaged by them. Minimum wages shall mean the rate(s) notified by Appropriate Authority from time to time during the currency of contract period. The contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form-I	Register offlines.
Form-II	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form-III	Annual return.
Form-IV	O.T. Register for workers
Form-V	Muster Roll
Form-IXA	Abstract of the Act & Rules to be displayed on Notice Board.
Form-XI	Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

VII. Bribes, Commission, corrupt gifts etc.:-

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or for being to show any disfavor to any person in relation to the Contract, shall make the Contractor liable for of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

VIII. Period of Contract

- (i) The Contract shall remain in force for a period of three years from the date of issue of acceptance letter or such later date as may be decided by the District Manager.
- (ii) The District Transport Committee reserves the rights to terminate the Contract at any time during its currency by following the rule of Natural Justice and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the District Transport Committee () under this clause shall be final, conclusive and binding on the Contractor.

IX. Security Deposit:

- (a) The successful Tenderer shall furnish within fifteen working days of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the Contract. The Security Deposit will comprise of the total of the amounts specified as follows :-

A sum equivalent to Rs 40,00,000 submitted electronically NEFT/RTGS/other electronic means in favor of the District Manager, BSFCSCL. The contractor at his option may deposit 50(fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the rate of 10 (ten) per cent from the admitted bills. The Security Deposit shall not earn any interest.

- (b) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of "Compliance Certificate/Confirmation of deposit of EPF by way of affidavit duly executed by the Employer (i.e. Contractor/Bidder)/No Due Certificate" from the concerned authority showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a "No Demand Certificate" from the assigned authority of BSFCSCL, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of BSFCSCL against the contractor. The BSFCSCL will not be liable for payment of any interest on the Security Deposit. For any EPF violations which may be detected at any later stage, the contractor shall be liable and will be proceeded against as per law.

The tenderer should be registered with EPFO as an independent employer, having separate code number as required for an employer under the provisions of EPF Act and the EPF Scheme framed there under.

- (c) The District Manager shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors 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. The decision of District Manager (____) in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractors.
- (d) Whenever the Security Deposit 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 specified amount.
- (e) In the event of the Tenderer failure, after the communication of acceptance of the tender by the corporation, to furnish the requisite Security Deposit by the due date, his contract shall summarily terminated besides forfeiture of the Earnest Money and the corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of

the corporation under the contract and Law. The contractor will also be debarred from participating in any future tenders of the corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of BSFCSCCL provided all the recoveries/dues have been effected by the corporation and there is no dispute pending with the contractor/party.

X. Liability of Contract or for losses etc. suffered by Corporation:-

- (a) The contractor shall be liable for all costs, damages, demurrages, wharfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms there of or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the corporation due to any act whether negligent or otherwise of the contractor themselves or his employees. The decision of the District Manager () regarding such failure of the contractor and his liability for the losses, etc. suffered by corporation, and the quantification of such losses, shall be final and binding on the contractor.
- (b) The corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to contractor's negligence and un-workmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractor under this or any other contract with the corporation. In the event of the sum, which may be due from the corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the corporation on demand the remaining balance of the aforesaid sum claimed.
- (c) In the event of delay on the part of the contractor in providing other i.e. labour, weightment machines, weights and any other services mentioned in the agreement, efficiently and to the entire satisfaction of the DM () or any officer acting on his behalf, the District Manager shall without prejudice to other rights and remedies under this agreement, have a lawful right to levy Liquidated Damages from the contractor @Rs.2000/-per day or such lesser sum per day or part of a day of the delay as the DM () in his absolute discretion may determine subject to the total liquidated damages not exceeding 15% of the value of the contract during the operation period of the contract. The decision of the Corporation in regard to levy of above Liquidated Damages shall be final and binding on the parties.

- (d) The Contractor shall be responsible for the safety of the goods from the time they are loaded on his trucks from Railway Goods shed or siding Godowns, until they have been unloaded from his trucks at godowns or at other trucks or vice-versa, so as to avoid loss of grain, etc. through the holes/crevices in the decks of the trucks. He shall deliver the number of bags and the weights of food grains received by him and get it loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The District Manager will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contract or for such loss and the amount to be recovered from him. The decision of the District Manager in this regard shall be final and binding on the contractor.
- (e) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by contract or in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs.200/-per truck will be imposed by the concerned District Manager without prejudice to any other right or remedies under the contract and law.

XI. Summary Termination:

- (a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the District Manager () shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred by the corporation.
- (b) The District Manager shall also have without prejudice to other rights and remedies, the right, in the event of breach by the contractor 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 contractor 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.
- (c) 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 District Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the District Manager 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 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 District Manager shall be final and binding on the contractor.

XII. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to the contractor) 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 this contract or any other contract made by the contractor with the Corporation. BSFCSCCL reserve the right to claim from the tenderer/bidder any amount of tax interest, penalty and Litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the services provider.

XIII. Book Examination:-

The contractor shall, whenever required, produce or cause to be produced for examination by the District Manager or any other officer authorized by him in this behalf, any cost or other account books, account vouchers, receipts, letters, memo or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this contract. The decision of District Manager on the question of relevancy of any documents, information or return shall be final and binding on the contractor. The contractor shall produce the required documents, information and returns at such time and place as may be directed by the General Manager.

XIV. Volume of Work:-

- (a) Subject as here in after mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time or through out the period of the contract. The mere mention of any item of work in this contract does not by itself confirm a right on the contract or to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- (b) The corporation have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the service sand to divide the work as between such contract or sin any manner that the Corporation may decide and no claim shall lie against the corporation by reason of such division of work.
- (c) No extra remuneration will be paid, if the contractor is required to perform any service in addition those specifically provided for in the contract.

- 229
- (d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services shall be decided by the District Manager whose decision shall be final and binding on the contractor.
 - (e) The Contractor will have the right to represent in writing to the District Manager (_____), that a particular service which he is being called upon to perform is not covered by any of the services specifically provided for in the contract, or is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

NOTE:- Notwithstanding the numbers and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the corporation to give up or release one or more godowns out of those, which are later constructed/acquired later during the pendency of the contract. In such an event the contract shall not be rendered void and the contractor shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

XV. PAYMENT:-

- (a) Payment will be made by the concerned District Manager of the BSFCSCL on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the District Manager or an officer acting on his behalf as the case may be.
- (b) The contractor should submit all the bills not later than 2 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 disposal of bills, the contractor is advised to submit his bills fortnightly. The contractor shall furnish copies of challans alongwith the certificate cum statement as proof of deposit of EPF failing which the bills of the contractor will not be released.
- (c) The corporation shall not be liable for payment of any interest on any bill outstanding for payment.
- (d) The contractor should provide, within 7(seven) days of the joining of work, the Bank Account details to which all payments due to him from the BSFCSL can be



transferred electronically through RTGS/NEFT.

- (e) The tenderer/bidder, registered under GST (if applicable) shall ensure that invoice to be raised with BSFCSCL is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming manner for claiming of tax credits by BSFCSCL.
- (f) BSFCSCL reserves the rights to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.
- (g) This shall be ensured by the tendered/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

XVI. Force Majeure

The contractor will not be responsible for delays, which may arise on account of reasons beyond his control of which the District Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XVII. Laws Governing the Contract & Dispute Resolution:-

- (a) The contract will be governed by the laws of India for the time being in force.
- (a) BSFCSCL and the successful Bidder shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract amicably by direct informal negotiation,
- (b) If the disagreement or a dispute is not resolved amicably by direct informal negotiation between the parties, the contractor shall give their representation in writing to the Managing Director of BSFCSCL for any disagreement or dispute, arising between them under or in connection with the contract. The Managing Director of the BSFCSCL shall afford an opportunity to the contractor to be heard, if the Managing Director so desires. The Managing Director shall give his/her decision on the contractor's written representation.
- (c) If any disputes remain even thereafter, then the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law, the same will be settled in the Court of Law having competent jurisdiction.
- (d) All legal disputes are subject to the jurisdiction of Courts at Patna only.

XVIII. Services to be performed by the Contractor:

- A. Remuneration for stacking in the Shed/Platform/Ground wherever necessary as required while performing the services of loading, unloading etc; will be deemed to be included in the

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contract rate and no separate remuneration will be paid for such stacking.

B. Carriage of bags whether by change of head loads or by using hand-trolleys, hand-carts or any other mode of carriage, provided by the contractor, shall be deemed to be included in the contract rate and no separate remuneration shall be paid for such carriage.

SERVICES PART-I

FOR STOCKS RECEIVED AT OR DESPATCHED FROM RAILWAY GOOD SHED/RAILWAY SIDING/GODOWN(S) OR FOR STOCKS DELIVERED TO RECIPIENTS.

1. UNLOADING FROM WAGONS AT RAILWAY GOOD SHED/ RAILWAY SIDING AND LOADING INTO TRUCKS/ANY OTHER VEHICLES/CONTAINER: -

- (a) The contractor shall unload the foodgrain bags from wagons placed at the Railway Good shed/Railway Siding/Food Storage Point(s) or unloading the foodgrains bags from trucks/any other vehicles/container, carry them and stack the bags in the Shed on the Platform/Ground in accordance with the instructions of the District Manager or any officer acting on his behalf. He shall also perform the reverse services when directed.
- (b) The contractor shall unload the foodgrains bags from wagons placed at the Railway Good shed or at the Railway Siding as the case may be or unload the foodgrain bags from trucks/orany other transport vehicles/container, carry them and directly load them into the trucks/any other transport vehicle/container or into wagons in accordance with the instructions of the District Manager or any Officer acting on his behalf.

2. TRANSPORT OF FOODGRAINS BAGS FROM THE RAILWAY GOODS SHED TO VARIOUS GODOWNS AND VICE-VERSA:-

The Contractor shall transport by trucks to be arranged by him such number of bags of foodgrains, as may be required from day to day by the District Manager or an Officer acting on his behalf from the Railway Goods shed to the various Godowns or vice-versa. The contractor shall take care not to mix bags of different kind of foodgrain bags containing different qualities of the same foodgrain, and bags containing wet/damaged grains, sweepings etc with bags of sound grains etc.

The contractor shall obtain particulars of the number of bags of foodgrains from the District Manager or an officer acting on his behalf every evening required to be transported the next day with the place where the trucks/carts should report for loading and the destinations where the goods would be required to be transported. In special cases, he may be required to arrange transport at shorter notice and he shall be bound to comply with such requisitions.

3. UNLOADING FROM WAGONS OR FROM TRANSPORT VEHICLES/CONTAINER AND STACKING THE FOODGRAINS BAGS IN GODOWNS:-

The Contractor shall unload the foodgrain bags from wagons placed at the Railway Siding or from the trucks/any other vehicle/container, stack the foodgrain bags on the Platform/Ground wherever necessary, carry them by head loads or change of head loads or by using hand trolleys, handcarts or any other mode of carriage provided by him and stack them in godowns up to the required height. The bags shall be stacked either in the form of conventional stack for bagged storage in accordance with the instructions of the District Manager or an Officer acting on his behalf. The remuneration for stacking of bags on Platform/Shed/Ground wherever necessary and providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid.

4. LOADING INTO WAGONS FROM GODOWNS SERVED BY LOADING ON TRUCKS/OR ANY OTHER TRANSPORT VEHICLE/CONTAINER FROM GODOWN:-

The contractor shall remove the foodgrain bags from the stack inside the godowns, carry them by head loads or change of head loads or wherever necessary by using hand trolleys, carts, etc. and load the foodgrains into wagons (in case of godowns served by Railway Siding) or load them on trucks or any other transport vehicle or container or in the alternative put the bags in a countable position after stacking, wherever necessary on platform/shed/ground for purposes of dispatch or for delivery to buyers in accordance with the instructions of the District Manager or an Officer acting on his behalf.

The remuneration for stacking of bags on the platform/shed/ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks and loading etc. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid.

5. CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICEVERSA:-

The contractor shall as and when required by the District Manager or an Officer acting on his behalf use trucks for carrying bags of foodgrains from the godowns to the Railway Siding or from the Railway Siding to the godowns which are situated in the same premises but at a considerable distance from the Railway Siding.

No extra remuneration on any account for such shall be paid for this purpose.

6. WEIGHMENT:-

The contractor shall with his labour and scales, and under his supervision weigh such number of bags of foodgrains as may be required after placing the bags wherever necessary before weigh mentor by placing the bags wherever necessary after weighment. Weighment of foodgrains as described above shall be done in conjunction with any other service like receipt, dispatch, delivery etc. either at Godown/Railway Platform/Railway Siding/Shed or at anywhere else as directed by the District Manager or an officer acting on his behalf. The contractor shall be responsible to supply adequate and sufficient number of scales for weighment. Provided always that the contractor shall not use his own scales, where the same are available with the corporation and contractor shall be liable to pay hiring charges for the same. No separate remuneration shall be paid for this purpose.

PART-II OTHER SERVICES

7. PHYSICAL VERIFICATION

The contractor shall, with his labour and scales and under his 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 may be directed by District Manager or an officer on his behalf. Normally, the weighed bags will be required to be restacked.

8. FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/LOADING/DELIVERY

Contractor shall, where necessary, make heap (or Palla) or any loose grains, sweepings, damaged grains, etc, available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, brought to the prescribed standard weight, stitching firmly with at least 16 stitches and stacked or dispatched/delivered as required.

9. DRYING OF DAMAGED FOODGRAINS:-

The contractor shall undertake drying of damaged foodgrains whenever required. Drying shall be deemed to include carrying foodgrains bags from stacks or anywhere else from the godown, cutting open the mouth of the bags, spreading the foodgrains inside or outside the godown and after drying making them into a palla, filling loose grains into empty gunnies upto a prescribed weight, stitching firmly with at least 16 stitches and stacking the bags in the same or another godown or loading/delivering them as directed.

10. REBAGGING:-

The contractor shall rebag loose grains or the contents of unserviceable bags into bags. Re bagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla, if necessary, filling bags up to a prescribed weight, stitching them firmly with at least 16 stitches, and stacking as directed.

11. CONTRACTOR TO ENSURE COMPLIANCE OF ORDERS

It shall be the responsibility of the contract or to follow the directions of the District Manager () or an officer acting on his behalf to undertake the following services:-

1. Loading/unloading of crates, tarpaulins, gunny bales etc.
2. Shifting/transfer of filled bags with grains etc. from one truck/vehicle/container to another truck/vehicle/container.

CLAUSE-XX: DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:-

The contractor shall carry out all items of services assigned or entrusted to them by the District Manager or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the District Manager () or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below:

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 men of ordinary prudence in the conduct of their activities.
2. The contractor shall engage competent and adequate staff and labour to the satisfaction of the District Manager or an officer acting on his behalf for ensuring efficient handling and transport 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 servants or agents or representatives. The District Manager 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 servants or agents or representatives shall be final and binding on the contractor.
3. The contractor shall intimate the District Manager and/or Officers authorized to act on his behalf, the name of one or more responsible representative (s) authorized to act on his 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 District Manager 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 godowns activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
4. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc; during the loading/unloading of trucks/carts / wagons/any other transport vehicle/container at the Railhead/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 District Manager regarding such loss shall be final and binding on the contractor. He shall spread his own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.
 5. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle/container to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc; are damaged by rain through his (contractor) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.
 6. The contractor shall provide his 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.
 7. The contractor shall ensure that his workers do not use large hooks for handling foodgrains bags at any stage. The use of hooks other than those approved by the District Manager, or an Officer acting on his behalf, for foodgrains will 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 District Manager regarding such losses shall be final and binding on the contractor. The contractor shall supply small regulation size hooks approved by the District Manager to their workers for handling foodgrains bags.
 8. The contractor shall obtain from the District Manager or an officer acting on his behalf, particulars of consignments expected to be received and/ or proposed to be dispatched from/at godowns/rail heads as the case may be. In case of receipt of foodgrains etc; the contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railways receipts for a particular consignment is not available, the contractor shall take delivery on indemnity bond. In special cases, the contractor shall be required to take delivery or arrange dispatch of consignments of foodgrains etc; at short notice and he shall be bound to comply with such requests.
 9. The contractor shall obtain necessary forwarding notes, risk note forms, etc prepared by BSFCSCL for obtaining the railways receipt in respect of consignments intended for dispatch by Railway.
 10. The contractor shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal is found to be tampered with, he shall bring the

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matter to the notice of the Railway authorities and delivery of such consignment shall be taken in the presence of the Railway representative. The contractor shall promptly report in writing to the District Manager or an Officer acting on his behalf.

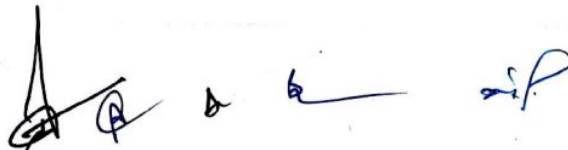
11. The contractor shall keep a complete and accurate record/account of number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the District Manager or an officer acting on his behalf and the Railway authorities concerned. He shall keep aside any stocks of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorities viz, the District Manager or an Officer acting on his behalf and the Railways.
12. The contractor shall as and when required be also responsible for the cleaning of the interior of any type of wagon prior to loading to the satisfaction of the officer(s) supervising loading/dispatches.
13. The contractor shall as and when required be also responsible for riveting and sealing of the doors of the wagons at the time of dispatch, or removing rivets or seals at the time of receipts.
14. The contractor shall obtain clear railway receipts or said to contain railway receipts as the case may be in respect of consignments booked by him/BSFCSCCL. If in any case the Railway refuses to issue railway receipts, the contractor shall bring the matter in writing to the notice of the District Manager (_____) or an Officer acting on his behalf. If the contractor find any difficulty in getting Railway Receipt in respect of consignment packed in bags, he shall take up the matter with the Railways/BSFCSCCL. Copies of all correspondence in the matter shall be sent by the Contractor to the District Manager/and or to the Officer acting on his behalf.
15. The contractor shall obtain railway receipts expeditiously from the Railway and immediately after obtaining them, submit them to the District Manager/or an Officer acting on his behalf.
16. The contractor shall provide adequate number of stitchers 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.
17. The contractor shall collect all sweepings and spillings of foodgrains from wagons floors, loading/unloading points/godowns and fill them after cleaning, if necessary, in slack bags or in other empty bags and firmly stitch them. The twine for this purpose shall be three ply doubled up.
18. The contractor shall be responsible for unloading/loading the wagons within the free period allowed by the Railways and also for loading/unloading the trucks/carts/any other transport vehicles/container expeditiously. The contractor shall be liable to make good any compensation demurrage/wharfage as per railways 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 trucks carts and loading/unloading of wagons unless the delay is for reasons beyond the contractor control. The decision of the District Manager in this respect shall

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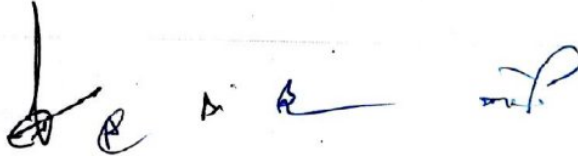
- be final and binding on the contractor.
- 19. The contractor shall be responsible for obtaining consignee's receipts of all bags entrusted to him for carrying and for handing over the receipt next day to the District Manager or an officer acting on his behalf.
- 20. The contractor shall strictly abide by all rules and regulations of Railways and Police/Municipal authorities.
- 21. 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 him or if the stacking is faulty and not to the satisfaction of the District Manager 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. The decision of the District Manager regarding such loss shall be final and binding on the contractor.
- 22. 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 in 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 contractor at his own cost. No extra remuneration, whatsoever for the use of hand trolleys etc for carriage of bags will be payable.
- 23. The contractor shall be responsible for keeping a complete and accurate account of all supplies of foodgrains and shall render accounts and furnish returns and statements in such a manner as prescribed by the District Manager or an Officer acting on his behalf from time to time.
- 24. The contractor shall be responsible for the safety of the goods while in transit in his trucks/carts/any other transport vehicles/container and for delivery of quantity dispatched from the Railhead/Godowns etc; as the case may be to the destination or to the recipients to whom the grain etc; is required to be transported by the contractor. He shall provide tarpaulins on the decks of the trucks, so as to avoid loss of the grain etc; through the holes/crevices in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while intrans it in his trucks/carts/any other transport vehicles/container. He shall deliver the number of bags and the weight of foodgrains, fertilizers; etc received by him and get it loaded on his trucks. The contractor shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at **five times** the average acquisition cost as applicable from time to time for all foodgrains except when the District Manager (_____) (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the scales, gain or loss in moisture or other causes beyond the contractor's control. Such recovery shall be effected without prejudice to the right of BSFCSCL to initiate civil/ criminal proceedings against the defaulting contractor wherever it is suspected that the shortages/losses occurred due to deliberate/willful omission, theft,

Handwritten signatures and initials in blue ink, including a large signature on the left and several smaller initials or marks to the right.

- misappropriation, irregularities etc. committed by the contractor or his representatives/employees.
25. 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 District Manager or an Officer acting on his behalf.
 26. The contractor shall make its own lighting arrangements for working at night or daytime as per the requirement for loading/unloading/transport operations etc.
 27. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkmanlike performance of any service under this contract or breach of any terms thereof or his 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 negligent or otherwise of the contractor himself or his employees. The decision of the District Manager regarding such failure of the contractor and his liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
 28. The contractor shall provide and maintain correct weights and scales and carry out all the weighments accurately. The District Manager or an officer acting on his behalf shall have the right to check the weights, scales and weight of any bag or bags to open any bag for examination.
 29. The contractor shall, when directed to do so, arrange to obtain tarpaulins/ropes/lashes when supplied by the Railway, if necessary, spread tarpaulins over or inside open box type or leaky covered wagons as the case may be and tie the ropes/lashes over the consignments of foodgrains loaded in such wagons, with a view to ensure the safety of goods in rail transit and also untie ropes/lashes and remove the tarpaulins from the wagons and perform all other auxiliary services connected with the handling of such wagons.
 30. The contractor shall display prominently on his trucks two or more sign boards as prescribed by the corporation painted in black and in white indicating that, the stocks carried therein belong to the BSFCSCCL. No extra remuneration, whatsoever will be payable for displaying such signboards. The District Manager or an officer acting on his behalf shall have the right to disallow loading of any truck with BSFCSCCL stocks if the contractor do not display prominently the signboards of the aforesaid type.
 31. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of over loading the vehicle, the Contractor shall be solely responsible for the same.



32. In accordance with the Govt. of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on the wind screen of the Vehicles deployed for Corporation duty which would enable seamless travel through dedicated lanes installed with Tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the Corporation.
33. The Corporation reserves the right to reject any or all the Tenders/bids without assigning any reason whatsoever or to divide the work of one district amongst more than one technically qualified bidders at L1 rate against which no representation will be entertained.
34. In case of delay in lifting of essential food grains by causing strike or any other mode, the Second Party will be liable to be proceeded in accordance with the provision of Essential Commodities Act and this agreement will be liable to be cancelled and five times of any loss caused to the Corporation shall be recovered from his security money or/and Bank guarantee, or/and from his pledged immovable properties and second party will be black listed for next five years.

Handwritten signature and initials in blue ink, appearing to be 'D. A. K.' followed by a stylized flourish.

APPENDIX-I

TENDER SUBMISSION UNDERTAKING

To,
The District Manager

Sub: Acceptance of Terms & Conditions of Tender (Tender Reference No: _____)

Dear Sir,

- 1) I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s)
- 2) I/We here by certify that I/We have read the entire terms and conditions of the tender documents from (including all documents like annexure(s) schedules) s, etc.) which form part of contract agreement and I/We shall abide hereby the terms /conditions/clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
- 4) I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality/entirely.
- 5) In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.
- 6) I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/Company has relationship/has no relationship (tick whichever is applicable) with the employee of Food Corporation of India as defined in the tender document (Name and Designation, place of posting of employee to be mentioned)

Yours faithfully,

(Signature of the Bidder, with official Seal)



FORWARDING LETTER

Recent
photograph of
tenderer

From

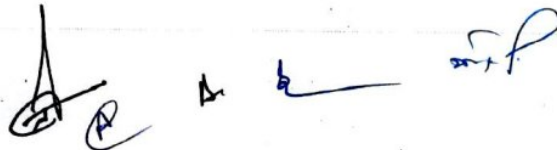
(Full name & address of the tenderer)

To,

The District Manager

Dear Sir,

1. I submit the **e-tender** for appointment as Handling & Transport Contractor from the date of appointment or such later date as may be decided.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance up to and inclusive of _____ and to the extension of the said date by 30 days in case it is so decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. I have deposited EMD of Rs. _____ (Rupees _____ word) through NEFT/RTGS/Other Electronic Means vide UTR NO: _____ in the bank Account No: _____ Bank/Branch _____ as mentioned in Tender documents. In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender security deposit as stipulated in the tender.
5. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.



6. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last three years by the BSFCSCL, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

OR

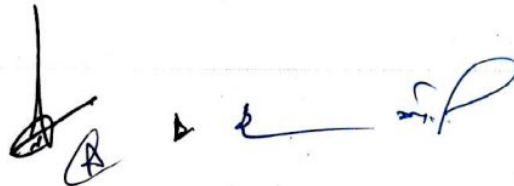
I hereby declare that I, my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____ (Full details of the reasons for blacklisting/debarring, and the Communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

7. I hereby declare that no contract entered into by me, my Firm/Company with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during the last three years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking during the last three years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the BSFCSCL shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer)



APPENDIX-III

(TO BE FILLED IN BY THE TENDERER)

Master data shall be provided by the tenderer along with the copy of GST registration certificate (if available) as per following details:

1.	Name & Date of Birth of the Tenderer	:	
2.	Constitution of the Tendered (Proprietor, Partnership firm, Private/Public Company). The name of the Proprietor, or all Partners, or the Directors of the company, as applicable, should be given.	:	
3.	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	:	
4.	PAN of the Business (along with Copy of PAN card).	:	
5.	Details of Goods (along with HSN Code/Excise classification) being/to be supplied to our organization (If applicable)	:	
6.	Details of Services (along with HSN Code) being to be supplied to our organization (If applicable)	:	
7.	Registration No. of 10 Personal ownership Trucks		
8.	Registration No. of 25 Lease Truck		
9.	Money Receipt /Cost of tender document No dated.....for Rs. 590/- (Rupees Five Hundred Ninety only being the price of Tender Form.)		
10.	Earnest Money Deposit Details		



List of Documents Attached

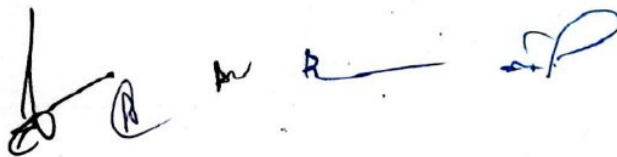
1. Forwarding Letter.
2. **All supporting documents except tender document have to be signed, scanned and uploaded in Technical Bid. Price Bid has to be scanned and uploaded at there quisite place in the eproc2 Portal.**
3. **For Experienced Bidder:** In addition to 1 & 2 above, bidders applying under 'experienced category' shall also upload following documents:
 - i. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/Certificate of Registration etc. as applicable
 - ii. Power of Attorney of person signing the tender
 - iii. Certificate of experience and details thereof
 - iv. Duly audited P&L account and Balance Sheet for preceding 3 financial years. For immediately preceding financial year, in case the tender submission date is before the due date for finalization of accounts as per law, financial statements for previous 3 years (prior to the immediate financial year) shall be submitted. In case the bidder submits the Experience for the years not covered under P&L Account and balance Sheet of 3 financial years as mentioned above, he/she shall also submit duly audited P&L Account and balance Sheet for the relevant period for which experience has been claimed and submitted.

In case of Partnership, only the experience of the Firm will be reckoned and for the purpose, the experience of the Individual Partners will not be counted.

- v. Copy of Income Tax Returns/PAN Card
- vi. Copy of EPF code number and proof of deposit of EPF for the relevant experience period, if applicable :Yes/No
- vii. Copy of GST Registration certificate, if available. :Yes/No
- viii. Other Supporting documents, if applicable
4. **For Inexperienced Bidder:** In addition to 1 & 2 above, bidders applying under 'inexperienced category' shall also upload following documents:
 - i. Attested copy of registered deed of partnership/Memorandum and Articles of Association/By- laws/Certificate of registration etc. as applicable.
 - ii. Power of Attorney of person signing the tender
 - iii. Copy of Income tax return of last three years or since inception, whichever is later. In case of partnership firm less than three year old/proprietor firm, income tax returns of the partners/proprietor may be furnished.

- iv. Bank Statements of last one year for the period ending on the date of publication of NIT in case of non- assessee.
- v. Copy of PAN card.
- vi. Copy of EPF Code no.
- vii. Other supporting documents, if applicable

(Signature & Seal)
(Authorized Signatory)

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, located at the bottom of the page.

APPENDIX-IV

**PROFORMA OF BANK GUARANTEE TO BE FURNISHED WITH SECURITY
DEPOSIT AS PERFORMANCE GUARANTEE**

(where Tenderer does not have requisite experience as stipulated in the Tender)

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of
the issuing Bank)

This Deed of Guarantee made this day of _____ between (Name of Bank) having its registered office at _____ (place) and one of its local offices at (hereinafter referred to as the Surety), in favour of BSFCSCL, a Statutory Corporation (hereinafter referred to as BSFCSCL).

WHEREAS M/s _____ (hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with BSFCSCL in connection with the award of a Tender for Handling & Transport Contract at _____ (name of the centre)

WHEREAS the Tenderer as per clause no. 8© of instructions to bidders" of the tender No. _____ dated _____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. _____ for "performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

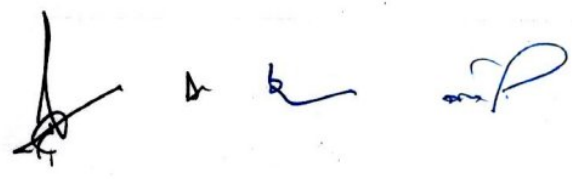
1. That the Surety in consideration of the above Tender made by the Tenderer to BSFCSCL here by under takes to pay on demand by the BSFCSCL and without demur, and without notice to the Tenderer, the said amount of Rs _____ (Rupees _____).
2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of BSFCSCL, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of BSFCSCL in writing.
4. Not with standing anything contained in the fore going, the Surety's liability under the Guarantee is restricted to Rs: _____ (Rupees _____)
5. This Guarantee shall remain in force and effective upto.
6. The Surety will make the payment pursuant to the Demand issued by BSFCSCL not withstanding any dispute or disputes raised by the Tenderer against BSFCSCL, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's

liability under this Guarantee is absolute and unequivocal.

- 7. Any forbearance, act or omission on the part of BSFCSCCL in enforcing any of the conditions of the said Tender or showing any indulgence by BSFCSCCL to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by BSFCSCCL.
- 8. Not with standing anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under Guarantee thereafter.
- 9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of above named Bank (Banker's Name and Seal)

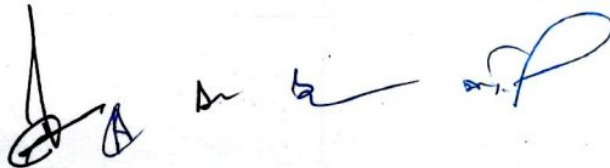
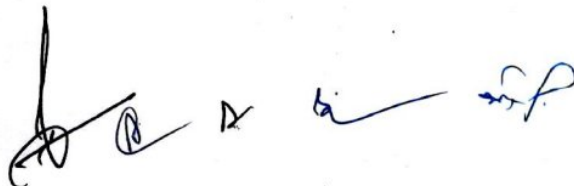
The image shows four distinct handwritten signatures in blue ink, arranged horizontally. The first signature is a stylized 'A' with a long horizontal stroke. The second is a simple 'A'. The third is a cursive 'B'. The fourth is a more complex signature starting with 'P'.

APPENDIX-V

Proforma of Work Experience Certificate to be produced by the Tenderer

Sl. No.	Name of the Client /Customer Served	Nature of the work/ Contract executed	Contract Period	Product Handled	Volume Of Work Handled In MT	Total Value Of work/ Contract executed	Financial Year		Whether work executed satisfactorily (Yes/No)	Remarks
							Wise Break Up of the Work/Contract executed			
							FY	Amount		

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.

PRICE BID

Tender Inviting Authority:

Name of Work:

Tender No. and date:

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the (1) BIDDER/FIRM NAME, 2) BIDDER RATE & 3) Select, Excess (+) i.e. ASOR(Above SOR) or Less (-) i.e. BSOR(Below SOR) ONLY. If the bidder wants to quote rate at par with SOR, he has to insert zero percentage and should not select Excess or Less. I have thoroughly examined and understood instructions to tenderers. Terms and conditions of contract as given in the invitation to tender titled as General information to tenderer and those contained in general conditions of contract and its annexure, appendixes, and schedules and agree to abide by them. I/We offer to work on following rates, which includes all taxes, duties, cess etc. except Goods and Services Tax. GST will be paid extra, if applicable.

Schedule of Rate*

Distance	Upto 8 km	8-20 km	20-40 km	40-80 km	Above 80km
Schedule of Rate (Transportation & Handling)					

*To be filled by BSFC

Sl. No.	District Name	Percentage to be entered by the Bidder	Percentage In Words
1	-2	3	4
		Quoted Percent	Quoted Percent in Words
Select, Excess (+) i.e., ASOR or Less (-) i.e., BSOR			Select

*To be filled by the bidder

Calculation of SOR for Main Transportation
(to be calculated by the district office BSFC from the existing tender Rate)

Particulars		0-8 KM	8-20 KM	20-40 KM	40-80 KM	Above 80 KM
Existing Transportation Rate per Qtl/KM	A					
Maximum Distance	B	8.00	20.00	40.00	80.00	120.00
Average Distance @80%	C	6.40	16.00	32.00	64.00	96.00
Total Transportation Cost per Qtl	D=A*C					
Handling Charges per Qtl (as per Annexure A)	E	18.20	18.20	18.20	18.20	18.20
Total Transportation & Handling Cost per Qtl	F=D+E					
Total Transportation & Handling Cost per Qtl/KM	G=F/C					

Annexure A
Handling Charges Calculation

As per the SOR of FCI

Handling Charges	Rate per bag
Unloading bags of food grains from wagons/trucks/any other transport vehicle, stacking them on the platform/ground if necessary and stacking them	4.55
Carrying the bags of food grains and loading into wagons/trucks/any other transport vehicle or putting them in a countable position after stacking the bags	4.55

Hence, as per above rate:

Handling Charges:	Rate per bag	Rate per Quintal
Loading of Bags	4.55	9.10
UN loading of Bags	4.55	9.10
Total	9.10	18.20