

# FOOD CORPORATION OF INDIA MAHARASHTRA REGION



Regional Office  
**ISO 9001 : 2000 CERTIFIED**  
"FCI Building", 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Rajendra Nagar, Datta Pada Road  
Borivali (East)  
Mumbai-400 066

TENDER FOR APPOINTMENT OF ROAD TRANSPORT  
CONTRACTOR FROM TALOJA SILO TO FSD BHIWANDI

## **PART-A** **(TECHNICAL BID)**

**PAGES 1 TO 18**

TENDER NO.: S&amp;C/15(362)/TALOJA-BHIWANDI/2019

THE FOOD CORPORATION OF INDIA;  
OFFICE OF THE GENERAL MANAGER  
FCI BUILDING, 5<sup>TH</sup> & 6<sup>TH</sup> FLOOR RAJENDRA NAGAR,  
DATTA PADA ROAD, BORIVALI (EAST), MUMBAI-400 066

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF ROAD TRANSPORT CONTRACTOR FOR TRANSPORTATION OF BAGGED FOODGRAINS ETC. FROM TALOJA SILO TO FSD BHIWANDI.**

**TENDER SERIAL NO:**

- A** Last date for on line submission of tender up to **16:00** P.M. on **03.09.2019**
- B** Tender to be opened on line at **16:00** P.M. on **04.09.2019**

**IMPORTANT NOTE:**

1. Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/Suppliers who have not enrolled/registered in e\_procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instruction provided at Annexure-A regarding 'Instruction for online Bid Submission.'
  2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
  3. Tender and supporting documents should be uploaded through e\_procurement portal. Hard copy of the tender documents will not be accepted.
  4. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.
- C** Tender to remain open for acceptance upto and inclusive of **18.10.2019**.

- NOTE:**
1. The General Manager, Food Corporation of India, Mumbai may at his discretion, extend this day by 30 (Thirty) days and such extension shall be binding on the tenderers.
  2. If the date up to which the tender is open for acceptance is declared to be a closed holiday/Sunday, the tender shall be deemed to remain open for acceptance till the next following working day

**INVITATION TO TENDER**

Telephone No: **022-28947022**  
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FROM:  
The General Manager (Maharashtra)  
Food Corporation of India  
Regional Office (Maha.)  
"FCI Building", 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Rajendra Nagar, Datta Pada Road  
Borivali (East), Mumbai-400 066

To

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Dear Sir(s),

For and on behalf of the Food Corporation of India (hereinafter called the Corporation) the General Manager, Food Corporation of India, Maharashtra Region invites **online and e-Tender** UNDER TWO BID SYSTEM at Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) for appointment of Road Transport Contractors for transportation of bagged foodgrains etc. at/from **TALOJA SILO** To **FSD BHIWANDI** for 2 years period

General Manager (Maha.)

## GENERAL INFORMATION TO TENDERERS

## 1. Place of operation will be the Depots/Rail Heads of Taloja Silo to FSD Bhiwandi to various destinations as per Appendix-I.

## (A) Object of the Contract

The Contractors shall transport the food grains/sugar etc. from FCI owned/hired designated depots/mandis/railheads to various destinations as directed from time to time by the General Manager (Maha.) or an officer acting on his behalf along with such additional ancillary and incidental duties, services and operations as may be instructed by the General Manager or any officer acting on his behalf and not inconsistent with terms and conditions of this contract.

## (B) Brief description of work

- i) Transportation of foodgrains from Depots /Mandis/Rail Heads of **Taloja Silo to various destinations as per Appendix-I.**
- ii) The Tenderer must get themselves fully acquainted with the size and location of godowns vis-a-vis loading/unloading points before submission of the tender. The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him for transportation of foodgrains/sugar etc. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.

## (C) Volume of work

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some items of general information are given in Appendix-I to the tender. The particulars given in the Appendix-I are intended merely to give the Tenderer an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the Annexure to tender will be required to be performed.

## 2. The Contract, if any, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Tenderer and as given in the Annexures and appendices to this tender.

## 3. Qualification conditions for Bidding:

Tenderer should have experience of Rake Handling and/ or Transportation duly obtained from Manufacturer/PSU/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years the work of value:

- (a) At least 25% of the estimated value of the contract to be awarded, in one single contract:
- OR
- (b) 50% of the estimated value of the contract to be awarded, in different contracts.

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.

- (II) Experience details in the proforma prescribed at Appendix VI shall be furnished by the tenderer. The information furnished in Appendix - VI shall be supported by experience certificate issued by client(s) on their letter head.
- (III) Where the estimated contract value of Handling & Transport Contract is less than Rupees Seven Crores and Fifty Lakhs, Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value 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-V of Annexure-I.
- (IV) 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 (1<sup>st</sup> April to 31<sup>st</sup> March) excluding the financial year in which tender enquiry is floated.

## 4. Disqualification Conditions.

- (I) Tenderer who have been blacklisted or otherwise debarred by 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 five years, whichever is earlier.
- (II) Any Tenderer whose contract with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- (III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- (IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- (I) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.
- (II) 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.

## 5. Instructions for submitting Tender: The instructions to be followed for submitting the tender are set out below:

- (a) The Tenderer must fill up and sign the forwarding letter in the format given in Appendix-II and also furnish full, precise and accurate details in respect of information asked for in Appendix-III attached to the form of tender. **The filled and signed Appendixes II and III are to be scanned and uploaded at the space/packet provided in the e\_procurement system. Detailed instruction to bidders are available at Annexure-A of MTF. Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids through e-procure portal.**
- (b) Signing of Tender
  - (i) **The authorized signatory shall possess Digital Signature Card (DSC) for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded alongwith a copy of the Memorandum and Article of Association of the Company.**
  - (ii) **The Digital Signature Card (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Card (DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Corporation under the law. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding the contract**

(iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. **The Power of Attorney duly signed should be scanned & uploaded.**

#### 6. Earnest Money

- (i) Each tender must be accompanied by an Earnest Money@ 2% value of contract amounting **Rs. 2,40,000/- (Rupees Two Lakhs Forty only) must be submitted electronically through NEFT/RTGS/Other electronics means by the tenderer for which concerned FCI, Regional Office will provide its Bank account no. & concerned Branch of the Bank where the account is held. In case NEFT/RTGS/Other electronics means the tenderer has to indicate transaction no. (UTR No.) of such payment appropriately in the Bid**. 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, 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 FCI for a period of five years.
- (ii) The Earnest Money will be returned to all unsuccessful tenderers within a period of 15 days from the date of disqualification in the case of all tenderers whose Technical Bids are disqualified and within a period of 30 days from the date of issue of the acceptance letter in the case of all other tenderers 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.
- (iii) **The amount of Rs. 590/- (Rupees Five Hundred and Ninety only) inclusive of taxes, has to be paid by tenderer electronically towards tender document fee as done in case of EMD and deposit of tender document fee will have to be done along with EMD.**
- (iv) **MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document.** Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.

#### 7. Security Deposit

- (i) 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 5% of the value of the Contract i.e. **Rs. 6,00,000/- (Rupees Six Lakhs only)** submitted electronically NEFT / RTGS / other electronic means in favour of the General Manager, Food Corporation of India. 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) Another sum equivalent to 15% of the value of contract, i.e. **Rs. 18,00,000/- (Rupees Eighteen Lakhs only)** in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.
- (c) If applicable, an additional sum equivalent to 10% of the value of the contract i.e. **Rs. 12,00,000/- (Rupees Twelve Lakhs only)** (in addition to a & b above), in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of the contract period.
- (ii) In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b) & (c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 15 working days with levy of penalty @ 2% on the whole amount of the Security Deposit by GM (R).  
However, there will be no relaxation allowed in respect of clause 7(i) (a).
- (iii) 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.
- (iv) 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 7(i)a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only), his Contract shall be 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 FCI provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.
- v) 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.

#### THE DETAILS FOR TRANSFERRING MONEY THROUGH ELECTRONIC CLEARING SYSTEM (ECS)/OTHER ELECTRONIC MEANS IS AS UNDER:

The amount be paid to	: FOOD CORPORATION OF INDIA
BANK	: STATE BANK OF INDIA
BRANCH	: (0051) Borivali (West), Mumbai
IFS CODE	: Agora Business Plaza, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, Opp. Borivali Flyover, Borivali (West), Mumbai-400092
A/C NO.	: SBIN0000551
UTR NO.	: 10816217221
<b>(MANDATORY IF PAYMENT MADE THROUGH ELECTRONIC CLEARING SYSTEM (ECS)/OTHER ELECTRONIC MEANS)</b>	

#### 8. Submission of Tender

- (a) The tender shall be submitted online in two parts, viz., technical bid and price bid.
- (b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price Bid as per Appendix VII provided in Part B has to be scanned, encrypted and uploaded at the requisite place in the e-Procurement system.
- (c) The envelope/packet in online containing the Technical Bid shall include the following:
- (i) All the Annexures & Appendices duly signed on each page by the Tenderer should be scanned and uploaded in e-Procurement portal.
- (ii) Earnest Money Deposit details alongwith receipt if any.
- (iii) List of scanned copied of documents attached, as per the format in Appendix III, duly signed by the Tenderer.

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\*The tenderer shall quote one uniform percentage below or above the schedule of rates as per Appendix VII (Price Bid). In case separate rates are quoted for handling and transport operation, total estimated cost of both the operations for the contractual period taking into account the volume of operation is to be worked out on the basis of the tendered rates to arrive at the lowest rate.

- (d) Tender which do not comply with these instructions shall be summarily rejected.
- (e) Tenderer should be uploaded/submitted through e-procurement at <https://eprocure.gov.in/eprocure/app>. Manual bids/Hard Copy of the tender documents will not be accepted. However the successful tenderer will have to submit the original hard copy of MTF duly signed on each page of MTF alongwith annexure/appendixes duly attested on or before the date & time stipulated by FCI, failing which the EMD furnished by the bidder is liable to be forfeited and further that the award of contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.
- (f) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initiated by the authorized signatory.
- (g) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed may be ignored.
- (h) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
- (i) Any attempt by tenderer to change the format of any of the supporting documents of the MTF while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting.

**9. Opening of tenders**

The Technical Bid will be opened online first, in the Office/Offices of the Food Corporation of India, **Regional Office, Mumbai** 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**. 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**

**10 Corrupt practices**

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

- 11 Food Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.
- 12 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 13 If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, Food Corporation of India shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

**14. Terms for Micro & Small Enterprises**

- (I) Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- (II) MSEs registered with the agencies for the items/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (III) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - (i) District Industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Any other body specified by Ministry of MSME
- (IV) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested/ self-certified copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (V) The benefits as stated above to MSE, shall be available for goods/services produced and provided by MSMEs for which they are registered.
- (VI) In case the MSE does not fulfill the criteria at Sr. No III, IV and V above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
  - (a) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, the tenderer will be liable for any loss suffered by the Corporation and he/ they/ himself/ themselves would disqualify for future participation in the tenders of Food Corporation of India works for the next 05 (Five) years.
  - (b) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- (VII) If after award of contract, MSME resiles to accept the offer then the Corporation, alongwith taking other actions allowed under different clauses, will take up with MSME Authorities for cancellation of their license.

**GENERAL MANAGER (MAHA.)  
FOOD CORPORATION OF INDIA**

**TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF FOODGRAINS FROM DEPOTS/MANDIS /RAILHEADS ETC.****I. Definitions**

- (i) The term „Contract“ shall mean and include the Invitation to Tender 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 General Manager (Maha.) for and on behalf of the Food Corporation of India.
- (iv) The term „Corporation“ and the „Food Corporation“, wherever they occur, shall mean the Food Corporation of India established under the Food Corporations Act, 1964, and will include its Managing Director/Secretary, and its successor(s).
- (v) The term „General Manager“ shall mean General Manager (Maha.) of Food Corporation of India under whose administrative jurisdiction, Depots/Mandis/Rail heads to which the contract relates fall. The term „General Manager“ shall also include the Area Manager and every other officer authorized for the time being to execute contracts on behalf of the Food Corporation of India.
- (vi) The term „Godowns“ shall mean the Food Corporation Depots/ Godowns/Mandis 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 Foodgrains inside or outside the owned/hired depot premises.
- (vii) The term „Foodgrains“ shall mean and include any item of foodgrains and its products, coarsegrain, fertilizer, sugar and ground nut etc.
- (viii) The term „Services“ shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the General Manager (Maha.) 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 driven vehicles.

**(II) Parties to the Contract**

- (a) The parties to the Contract are Contractor and the Food Corporation of India represented by the General Manager (Maha.) 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 the 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 Food Corporation of India 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 Food Corporation of India may be given/taken by the General Manager (Maha.) or any officer so authorized and acting on his behalf.

**(III) Constitution of Contractors**

- (a) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor 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 undertake to make 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 own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other 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 its personnel under the Workmen's 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) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.

**(VII) Bribe, Commission, Gift etc.**

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

**(VIII) Period of Contract**

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- (i) The Contract shall remain in force for a period of two years from the date of the acceptance letter or such later date as may be decided by the General Manager (Maha.).
- (ii) The General Manager reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Maha.) under this clause shall be final, conclusive and binding on the Contractor.

**(IX) Security Deposit**

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 in following clauses (i) (ii) and (iii):

- (i) a sum equivalent to 5% of the value of the Contract i.e. **Rs. 6,00,000/- (Rupees Six Lakhs only)** submitted electronically NEFT / RTGS / other electronic means in favour of the General Manager, Food Corporation of India. 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.
  - (ii) another sum equivalent to 15% of the value of Contract, i.e. **Rs. 18,00,000/- (Rupees Eighteen Lakhs only)** in the form of an irrevocable and unconditional Bank Guarantee issued by Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of contract period.
  - (iii) If applicable, an additional sum equivalent to 10% of the value of Contract i.e. **Rs. 12,00,000/- (Rupees Twelve Lakhs only)** (in addition to i & ii above), in terms of the undertaking provided by the Tenderer (without experience) for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of contract period.
- (b) **In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b) & (c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 15 working days with levy of penalty @ 2% on the whole amount of the Security Deposit by GM (R).**

**However, there will be no relaxation allowed in respect of clause IX (a) (i).**

- (c) 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/No Due Certificate" from the concerned authority designated under EPF and MP Act 1952 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 FCI, 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 FCI against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Security Deposit.
- (d) The General 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 GM (Region) in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractors.
- (e) 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.
- (f) 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 under clause 7(i)a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only), 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 FCI provided all the recoveries/dues have been effected by the corporation and there is no dispute pending with the contractor/party.

**(X) Liability of Contractor for losses suffered by Corporation**

- (a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the General Manager (Maha.) regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

**Note/Explanation:** The expression 'expenses suffered or incurred' also includes demurrage, wharfage etc.

- (b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages. @ Rs.300/- with maximum of Rs.1000/- (One Thousands) per truck per day for a 9 MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.
- (c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting/damage/loss to foodgrains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned General Manager/Area Manager without prejudice to any other right or remedies under the contract and law.
- (d) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the contractor is liable to pay to the Corporation Liquidated Damages at twice the average acquisition cost, as applicable from time to time, for all food grain and commodities other than sugar, and thrice the average acquisition cost as applicable from time to time in respect of sugar, except when the General Manager (Maha.)(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. The parties to the contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be affected without prejudice to the right of FCI to initiate civil/criminal proceedings against the defaulting contractors wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. Committed by the contractors or their representatives/employees.

**(XI) Summary termination of the Contract**

- (a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Genl. Manager (Maha.) shall be at Liberty to terminate the contract

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forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

- (b) The Genl. Manager (Maha.) shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- (c) The contractors shall be responsible to supply adequate and sufficient labour/trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the General Manager (Maha.) or an officer acting on his behalf. If the contractors fail to supply the requisite number of labour & trucks the General Manager (Maha.) shall at his entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the General Manager (Maha.) shall be final and binding on the contractors.

**(XII) Recovery of losses suffered by the Corporation**

- (a) The corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the contractor as liquidated damages as provided in Clauses X above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the contractors under this, or any other, contract with the corporation. In the event of the sum which may be due from the contractor 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 as specified in Clause IX. 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.
- (b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the General Manager (Maha.) shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the corporation.

**(XIII) Responsibilities of the Contractor**

- (a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of food grains and carrying out any other services under the Contract in accordance with the instructions issued by the General Manager (Maha.) or an officer acting on his behalf.
- (b) The Contractor shall transport by trucks to be arranged by him such number of bags of foodgrains etc; as may be required from day to day by the General Manager (Maha.) or an Officer acting on his behalf. The Contractor shall take care not to mix bags of different kind of foodgrains, bags containing different qualities of the same foodgrains, and bags containing wet/damaged grains, sweepings etc; with bags of sound grains.
- (c) The Contractor shall obtain daily from the Area Manager or any officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with this programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the Area Manager or any officer acting on his behalf, daily at the time specified.
- (d) In special cases the Contractor may also be required at short notice to arrange to transport bags of foodgrain, sugar etc. and shall bound to comply with such requests.
- (e) The quantity mentioned in any programme given by the Area Manager or any other officer acting on his behalf may be altered and the contractor shall be bound to supply lorries/trucks required for the quantity shown in the program. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any program issued to him.
- (f) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from godowns/mandis /rail heads until they have been unloaded from the trucks at godowns or at other destinations as specified in the Contract or as directed by the Genl. Manager/Area Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of grain, etc. through the holes/crevices in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of foodgrains etc. loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weightment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The Genl. Manager/Area manager of the corporation as the case may be will be the sole authority for determining the quantum of the loss.
- (g) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the foodgrains entrusted to him for transportation.
- (h) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- (i) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- (j) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the foodgrain etc. of the Corporation are loaded.
- (k) The contractor shall periodically inform in writing the registration numbers and description of the vehicles used for the transport of the goods of the corporation so as to facilitate checking of the vehicles by the officers/officials of the corporation.
- (l) 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.



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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.

**(XV) Book Examination**

The contractor shall, whenever required, produce or cause to be produced for examination by the Genl. Manager (Maha.) or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, 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 the Genl. Manager (Maha.) on the question of relevancy of any document, 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 Genl. Manager (Maha.)

**(XVI) Volume of work**

- (a) Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor 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 for any or all the services and to divide the work between such Contractors in any manner that the Corporation may decide and no claim shall lay against the Corporation by reason of such division of work.
- (c) If the Contractor is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.
- (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 or is not auxiliary or incidental to any of such services, shall be decided by the General Manager (Maha.) whose decision shall be final and binding on the Contractor.
- (e) The Contractor will have the right to represent in writing to the General Manager (Maha.) that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the Contract, or, as the case may be, 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.

**(XVII) PAYMENT**

- (a) Payment will be made by the concerned General Manager/Area Manager of the Corporation on submission of bills, in triplicate, duly supported by consignee receipts.
- (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 bills weekly/fortnightly.

**(XVIII) RATES**

- (a)
  - (i) All rates will be treated as firm for the period of the contract. No escalation whatsoever shall either be claimed or considered except as provided under sub-clause (b) below.
  - (ii) The rates for transportation of food grains etc. are on the basis of net weight of food grains.
  - (iii) No separate remuneration will be payable for the distance covered by the loaded Lorries for the return journey, or from garage to place of loading, or back to garage.
  - (iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilo Meter.
  - (v) The distance will be reckoned as fixed by the Chief Engineer, PWD, or an officer nominated by him, or by the General Manager, or verified by an officer acting on his behalf and rounded off to the nearest Kilo Meter, which will be final and binding on the contractor.
  - (vi) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the General Manager (Maha.) in all such matters shall be final.
- (b) **Revision of rates due to change in diesel prices**
  - (i) An increase of 0.75 paise per KM/M.T. will be allowed on the base rate for every increase of 40 paise per liter in the price of diesel, in the event of increase in the retail price of diesel by more than 5% as compared to the base rate.
  - (ii) A decrease of 0.75 paise per KM/M.T. will be effected on the base rate for every decrease of 40 paise per liter in the price of diesel, in the event of decrease in the retail price of diesel by more than 2.5% as compared to the base rate.
  - (iii) The retail price of diesel prevailing on the date of submission of the tender will be taken as the base rate and the rate revision will be allowed from the next quarter commencement date i.e. 1st Jan., 1st April, 1st July or 1st Oct. following the date of revision of diesel rates. The Diesel rate prevailing at the Indian Oil Corporation outlets at the concerned FCI District Headquarters will be taken into consideration for revision of rates. The Contractor is, therefore, advised to ensure that all the necessary documents are properly furnished in time whenever revision is requested for.

**(XIX) Force Majeure.**

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

**(XX) Law Governing the Contract & Dispute resolution:**

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

**GENERAL INFORMATION**

The Contractors shall have to transport foodgrains from the Depots/ Mandis/ Railhead/ **Taloja Silo** to various destinations as per details given below:-

**1. Taloja Silo To FSD Bhiwandi**

The particulars given above are intended merely to help the tenderer to form his own idea of the approximate quantum of work involved in this contract. The tenderer must acquaint himself fully with the size and location of godowns/mandis including the condition of the route to be taken by him for transportation of the foodgrains. No guarantee is given that all the items of work shown above will be required to be performed. The successful tenderer shall be bound to execute all works as required under the terms of Contract and shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise on the basis of particulars referred to above.

**Instruction for online bid submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital signature certificates. The instruction given below is meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the central public procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "click here to Enroll" on the CPP Portal is free of charge.
- 2) As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or class III Certificates with signing key usage) issued by any Certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode /eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidders then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tenders ID, organization name; location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tender they are interested in, they may download the required documents/tender schedule. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 3) The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS /RAR /DWF format. Bid documents may be scanned with 100 dpi with black and white option.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual report, auditor reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the transaction no.(UTR No.) at appropriate place.
- 4) Bidder should deposit the EMD as per the instruction specified in the tender document. The details of EMD /tender fee should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid had been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. the data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage of encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. this acknowledgement may be used ad an entry pass for any bid opening meetings

**ASSISTANCE TO BIDDERS**

- 1) The time for seeking clarification and giving replies may be specified by RO concerned preferably it should be before closing of the time of bids. The queries and replies will be submitted by e- mail only at the e-mail ID indicated in the MTF. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to the CPP portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. A format name Tender Submission Undertaking is also to be included MTF Of H&TC and RTC. The format of the same is as below:

**TENDER SUBMISSION UNDERTAKING**

Date:\_\_\_\_\_

To,  
\_\_\_\_\_

Sub: Acceptance of Terms &amp;Conditions of Tender

Tender Reference No: **S&C/15(362)/TALOJA-BHIWANDI/2019**Name of Tender/Work: **ROAD TRANSPORT CONTRACT BETWEEN TALOJA SILO & FSD BHIWANDI**

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 hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_ to \_\_\_\_ (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 alongwith taking action as per other remedies available under law.

Yours faithfully,

(Signature of the Bidder , with official Seal)

## FORWARDING LETTER

Recent  
 photograph of  
 tenderer

**From**

(Full name &amp; address of the tenderer)

-----  
 -----  
 -----

**To,**

The General Manager (Maharashtra)  
 Food Corporation of India  
 Regional Office (Maha.)  
 "FCI Building", 5<sup>th</sup> & 6<sup>th</sup> Floor,  
 Rajendra Nagar, Datta Pada Road  
 Borivali (East), Mumbai-400 066

**Dear Sir,**

1. I submit the **e-tender** for appointment as Road Transport Contractor from **TALOJA SILO to FSD BHIWANDI**.
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 upto and inclusive of **18.10.2019** and to the extension of the said date by 30 days in case it is so decided by the General 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 upto 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 and Tender document fee of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ (in word) through NEFT/RTGS/Other Electronic Mead vide UTR NO: \_\_\_\_\_ in the bank Account No: \_\_\_\_\_ Bank/Branch \_\_\_\_\_ as mentioned in Tender documents.**
5. I hereby undertake to furnish an additional performance guarantee in the form of bank guarantee of 10% of the contract value from Commercial Bank notified by RBI (excluding all Urban/Rural/State Co-operative banks and Gramin Banks) which shall be valid and enforceable till six months after the expiry of the contract period (For tenderers without having the requisite experience) in addition to Security Deposit in the form of ECS and Bank Guarantee.
6. 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.
7. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, 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)**

8. 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 before the expiry of the contract period at any point of time during the last five years.
9. 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 five years.
10. 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 Food Corporation of India 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)

## FOOD CORPORATION OF INDIA

## TENDER FOR ROAD TRANSPORT CONTRACTOR FROM TALOJA SILO TO FSD BHIWANDI.

## Details of 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.	:	
6.	Details of Services (along with HSN Code) being to be supplied to our Organization.	:	
7.	<p>Following details for each supplying State (from which material/ services is being or proposed to be supplied to us) [Refer Comments].</p> <ol style="list-style-type: none"> <li>Nature of the Tenderer (SEZ units/ SEZ Developed/STPI unit/Normal Entity /Foreign entity).</li> <li>Category of Tenderer (Normal Registered /Registered under Composition/ Unregistered /Located outside India.</li> <li>Address.</li> <li>State code (Code as prescribed Under GST).</li> <li>Latest Contact No.</li> <li>Latest Fax No. (if any).</li> <li>Latest E-mail ID</li> <li>GSTIN allotted by the Government (along with registration certificate, If available).</li> <li>Effective date of registration</li> </ol> <p>Comments:</p> <ol style="list-style-type: none"> <li>The information at Sl. No. (a to i) needs to be provided for each of the supplying State separately to us.</li> <li>In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 7(a to i) needs to be provided for the additional registrations in the same State separately.</li> </ol>	:	

**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 the requisite place in the e-Procurement system.**
3. List of documents enclosed.

**Document No.**

- |  |          |
|--|----------|
| 1. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/Certificate of Registration etc. as applicable  | : Yes/No |
| 2. Power of Attorney of person signing the tender  | : Yes/No |
| 3. Certificate of experience and details thereof   | : Yes/No |
| 4. Duly audited P&L account and Balance Sheet for preceding 3 financial years. For immediate preceding financial year in case the tender submission dated is before the due date for finalization of accounts as per law, financial statement for previous 3 years (prior to the immediate financial year) shall be 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. | : Yes/No |
| 5. Copy of income Tax PAN  | : Yes/No |
| 6. Copy of GST Registration certificate, if available.   | : Yes/No |

**(Signature & Seal)**  
**(Authorized Signatory)**

**Proforma of Bank Guarantee of Security Money Deposit**

(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), and Shri \_\_\_\_\_, Proprietor/Partner/Director of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as Tenderer).

WHEREAS M/s \_\_\_\_\_ (hereinafter referred to as Tenderer )and having its registered office at \_\_\_\_\_ is bound to furnish security in the form of Bank Guarantee with FCI in connection with submission of tender for Internal Transport Contract from \_\_\_\_\_ to \_\_\_\_\_ (locations).

WHEREAS the Tenderer as per clause No. \_\_\_\_\_ of terms & conditions of the Tender No. \_\_\_\_\_ dated \_\_\_\_\_ has agreed to furnish Security by way of Bank Guarantee within fifteen days from the date of acceptance of Tender for \_\_\_\_\_ for due performance of all obligations under the contract.

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above tender made by the Tenderer to FCI hereby undertake to pay on demand by the FCI 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 FCI, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of FCI in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
5. This Guarantee shall remain in force and effective up to \_\_\_\_\_.
6. The Surety will make the payment pursuant to the Demand issued by FCI notwithstanding any dispute or disputes raised by the Tenderer against FCI, 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 FCI in enforcing any of the conditions of the said Tender or showing any indulgence by FCI 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 FCI.
8. Notwithstanding 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 this 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

For and on behalf of  
Banker's Name and Seal)



## APPENDIX-V

Proforma of Bank Guarantee to be furnished alongwith 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), and Shri \_\_\_\_\_ proprietor/partner/Director of \_\_\_\_\_ having its registered Office at \_\_\_\_\_ (hereinafter referred to as Tenderer).

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 FCI in connection with Tender for ITC from \_\_\_\_ to \_\_\_\_ at \_\_\_\_ (locations)

WHEREAS the Tenderer as per clause no. \_\_\_\_ of terms and conditions of the tender No. \_\_\_\_ dated \_\_\_\_ has agreed to furnish Performance Guarantee by way of Bank Guarantee within fifteen days from the date of acceptance of tender for \_\_\_\_ for due performance of all obligations under the contract.

**NOW THIS WITNESSETH:**

- 1) That the Surety in consideration of the above tender made by the Tenderer to FCI hereby undertake to pay on demand by the FCI 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 FCI, Tenderer or the Surety.
- 3) The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of FCI in writing.
- 4) Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. \_\_\_\_ (Rupees \_\_\_\_\_).
- 5) This Guarantee shall remain in force and effective up to \_\_\_\_\_.
- 6) The Surety will make the payment pursuant to the Demand issued by FCI notwithstanding any dispute or disputes raised by the Tenderer against FCI, 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 FCI in enforcing any of the conditions of the said Tender or showing any indulgence by FCI 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 FCI.
- 8) Notwithstanding 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 this 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

For and on behalf of  
Banker's Name and Seal)

