

PART – A
TECHNICAL BID

Tender No.

Dated:

NOT TRANSFERABLE

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

Receipt No.....

Dated.....

Cost Rs 500/ plus taxes if any (Rupees(in words) only.

**FOOD CORPORATION OF INDIA,
REGIONAL OFFICE _____**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR
APPOINTMENT OF ROAD TRANSPORT CONTRACTOR AT
DEPOTS/MANDIS/RAILHEADS ETC.**

A. Last date for receipt of tender up to.....P.M. on.....

B. Tender to be opened at.....P.M. on.....

Note: If the date fixed for opening of tenders is 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 up to and inclusive of.....

Note: (1) The General Manager, Food Corporation of India, may, at his discretion, extend this day by a fortnight 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 next following working day.

Invitation to Tender

From:
The General Manager,
Food Corporation of India,

To

Dear Sir(s),

For and on behalf of the Food Corporation of India (hereinafter called the Corporation) the General Manager, Food Corporation of India (hereinafter called General Manager) invites tenders for appointment of Contractors for transport of foodgrains and allied materials etc. from _____ to _____ for a period of two years.

(Signature of General Manager)

GENERAL INFORMATION TO TENDERERS

1. Place of operation will be the Depots /Mandis/Rail Heads of..... 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(Region) or an officer acting on his behalf along with such additional ancilliary 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..... 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:

(I) Tenderer should have experience of road transport contracts in the field of Fertilizer, Food grains, Cement, Sugar, Coarse grains or any other bagged commodity of a value of:

(a) At least 25% of the estimated contract value in one single contract:

OR

(b) 50% of the estimated contract value in different contracts during any two consecutive years.

(II) Experience certificate shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.

(III) Where the estimated contract value of Road Transport Contract is less than Rupees One Crore, 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 any Nationalized Bank will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-V

(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.

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 5 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.

(V) 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.

(VI) A Hindu Undivided Family shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family 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.

(b) Signing of Tender

(i) Person(s) signing the tender shall state in what capacity he is, or they are 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 their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the partnership deed should be furnished along with the tender. In case of 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 attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The person 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 person so signing the tender fails to produce the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law.

(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 entire tender document must also be signed on each page by the authorized person.

6. Earnest Money

- (i) Each tender must be accompanied by an Earnest Money of Rs.....(Rupees.....) in the form of a D.D/Pay Order issued by a Scheduled Bank in favour of the GM(Region), FCI. Tender not accompanied by Earnest Money shall be summarily rejected. 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 3 years.
- (ii) The Earnest Money will be returned to all unsuccessful Tenderer as soon as practicable after decision on the tenders, 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.

7. Security Deposit

- (i) The successful Tenderer shall furnish, within fifteen 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 in the form of demand draft or Pay Order issued by a scheduled bank in favour of the General Manager, Food Corporation of India; and
 - (b) Another sum equivalent to 15% of the value of contract, in the form of an irrevocable and unconditional Bank Guarantee issued by any Nationalized Bank 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, 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 any Nationalized Bank in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of the contract period.
- (ii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Annexure and the Corporation will not be liable for payment of any interest on the Security Deposit.
- (iii) 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 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 three years . After the completion of prescribed period of three 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.

8. Submission of Tender

(a)The tender shall be submitted in two parts, viz., technical bid and price bid.

(b) The original copy of the tender alongwith the documents required under the technical bid is to be kept in one sealed envelope superscribed '**A**' – **Technical Bid** and the price bid will be kept in another sealed envelope superscribed '**B**' – **Price Bid**. Both the bids then will be kept in another sealed envelope superscribing "**Tender No..... for**" and addressed to the General Manager (Region), Food Corporation of India with the name and address of the tenderer.

(c)The envelope containing the Technical Bid shall include the following:

(i) The tender document alongwith all its Annexures & Appendices duly signed on each page by the Tenderer.

(ii) Earnest Money Deposit.

(iii) List of Documents attached, as per the format in Appendix III, duly signed by the Tenderer.

(d) Tender which do not comply with these instructions shall be summarily rejected.

(e) Outstation Tenderer may send their tenders by Registered Post.

(f) The tender form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialed by the authorized signatory.

(g) 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.

9. Opening of tenders

The Technical Bid will be opened in the Office of the General Manager, Food Corporation of India,.....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. Price Bids of only those tenderes 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.

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.

General Manager (Region)
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 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 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 dealt by Food Corporation Of India including sugar.

(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 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(Region) 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(Region) 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 therefrom.

(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

(i)The Contract shall remain in force for a period of two years from or such later date as may be decided by the General Manager .

(ii)The period of contract may be extended after expiry of original period of two years for a period upto six months at the same rates , terms and conditions by General Manager®. This should be done only in exceptional circumstances for the reasons to be recorded in writing by the General Manager (Region).

(iii)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 (Region) under this clause shall be final, conclusive and binding on the Contractor.

IX. Security Deposit

(a)The successful Tenderer shall furnish within fifteen 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 in the form of Demand Draft or Pay Order issued by a scheduled bank in favour of the General Manager, Food Corporation of India. The contractor at their option may deposit 50 (fifty) percent of this amount within fifteen days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractors 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, in the form of an irrevocable and unconditional Bank Guarantee issued by any Nationalized bank 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, in terms of the undertaking provided by the Tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by a Nationalized Bank in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of contract period.

(b) The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a „No demand certificate“, subject to such deduction from the Security as may be necessary for recovering the Corporation’s claims against the Contractor. The Corporation will not be liable for payment of any interest on the Security Deposit.

(c) Whenever the Security Deposit falls short of the specified amount, the Contractors shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

(d) 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 three years. After the completion of prescribed period of three 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 regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

(b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs. @ 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 (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 on 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 effected 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 General Manager shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or

cost incurred.

(b) The General Manager shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkman 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 or an officer acting on his behalf. If the contractors fail to supply the requisite number of labour & trucks the General Manager 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 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 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 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 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 programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

(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 General 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 weighment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The General 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.

XIV. 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.

XV. Book Examination

The Contractor shall, whenever required, produce or cause to be produced for examination by the General Manager 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 General Manager 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 General Manager.

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 lie 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 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 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 foodgrains etc. are on the basis of net weight of foodgrains.

(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 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 litre 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 litre 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 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.

Appendix-I

GENERAL INFORMATION

The Food Corporation depots/mandi/rail heads atconsist of the following groups of godowns/mandis/railheads:-

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

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.

FORWARDING LETTER

Recent photograph of tenderer

From...(full name & address of the tenderer)_____

To.....

THE GENERAL MANAGER, FOOD CORPORATION OF INDIA

R.O.....

Dear Sir,

1. I submit the Sealed Tender for appointment as Road Transport Contractor from_____ to _____.
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 & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance upto and inclusive of _____and to the extension of the said date by a fortnight 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. Demand draft No_____ dated_____ -drawn on the_____ for Rs _____ Rupees _____(in words) is enclosed as Earnest Money. In the event of my/our tender being accepted, I/We agree to furnish within fifteen 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 five years by the Food Corporation of India, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I hereby declare that my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period 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 my Firm/Company with the Food Corporation of India, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

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/us with the Food Corporation of India, or any other Public Sector Undertaking, or any government during the last five 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 Food Corporation of India shall have the right to disqualify me/us without giving any notice or reason therefor 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 FOR DEPOTS/MANDIS/RAIL HEADS

Details of tenderer

(TO BE FILLED IN BY THE TENDERER)

1.	Name, date of birth and address of the tenderer, email id & contact No.	
2.	Composition of tenderer:- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a 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	Income Tax PAN of the tenderer.	

List of Documents Attached

1. Forwarding Letter.
2. Part – A Technical Bid with all its Annexure & Appendices.
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(refer para 3 of invitation to tender) Yes/No
5. Duly audited P&L account and Balance Sheet of preceding three years, if applicable. Yes/No
6. Copy of income Tax PAN 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 Sri _____, 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 Road 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 Rs. _____ 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 guarantee payment on demand without demur to FCI and without notice to the Tenderer the said amount of Rs. ___(Rupees_____)within one week from the date of receipt of the demand from FCI on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with FCI towards Security in connection with his Tender.
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 upto ___ and shall expire and become ineffective only on written intimation given to the Surety by FCI for this purpose and in that case this Guarantee shall stand discharged.
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 being 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

For and on behalf of above named Bank

(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 RTC 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 Rs. ____ 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 undertakes to guarantee payment on demand without demur to FCI and without notice to the Tenderer the said amount of Rs. ____ (Rupees _____) within one week from the date of receipt of the demand from FCI on presentation of this Deed of Guarantee which the Tenderer is bound to furnish with FCI towards Performance Guarantee in connection with his Tender.

2. This Guarantee shall not be affected /discharge 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 the Guarantee is restricted to Rs. _____(Rupees _____).

5. This Guarantee shall remain in force and effective upto ____ and shall expire and become ineffective only on written intimation given to the Surety by FCI for this purpose and in that case this Guarantee shall stand discharged.

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 being 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 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

For and on behalf of above named Bank

(Banker's Name and Seal)

