

भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

रख-रखाव अनुभाग
क्षेत्रीय कार्यालय
अहमदाबाद

House Keeping Division
Regional Office
Ahmedabad

FOOD CORPORATION OF INDIA
REGIONAL OFFICE
Nr. SHYAMAL CROSS TOAD, SHYAMAL-MANEK BAG ROAD,
Nr. HIMALI TOWER, SATELLITE, AHMEDABAD-380015. M: 7574802155
E-mail : agmhkgj.fci@gov.in

निविदाप्रलेख

Tender Document

TECHNICAL BID (MTF)

कार्यकानामः

Name of Work: **Courier Dak Service for Food Corporation of India,**
Regional Office, Ahmedabad (2nd Call)

INDEX

Sr. No.	Description	Page No
1	Disclaimer	2-3
2	Tender Notice & Notice inviting tender	4-8
3	Submission of Tender	9
4	Instruction for on line Bid submission	10-12
5	Tender acceptance Letter	13-14
6	Terms & Conditions of Contract and General Conditions and scope of Contract	15-25
7	Annexure –A& B	26-27
8	Annexure – C UNDERTAKING FORM	28
9	Schedule of Quantity (Price Bid)	29-30

This Tender No: Genl. 14(4)/Courier tender/2017 MTF Document containing 30 Pages and issued **through e-tendering** To bid submitting agency for the work of Courier Dak Service for Food Corporation of India, Regional Office Building, Ahmedabad against his/ her application dated_____ and cost of tender of Rs.590/-deposited vide RTGS/ECS/NEFT through bank UTRNo: **(Annexure – A)** dated:_____.

Assistant General Manager (HK)
For, General Manager

DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the FCI or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The FCI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement and is neither an offer nor invitation by the FCI to the prospective Applicants or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the FCI in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the FCI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The FCI, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

The FCI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document. The FCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document. The issue of this Tender document does not imply that the FCI is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment

and the FCI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCI, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the FCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Assistant General Manager (HK)

Food Corporation of India
Press Notice Inviting e-Tenders

General Manager (Guj) Food Corporation of India, Regional Office, Ahmedabad, Gujarat. Invites on behalf of Food Corporation of India online Item rate Two bid system tenders at <https://eprocure.gov.in/eprocure/app> for following work.

1. NIT No. **Genl 14(4)/Courier Tender/2017**
2. Name of Work: **Courier Dak Services for Food Corporation of India, Regional Office, Ahmedabad(2nd Call).**
3. Estimated Cost: **Rs. 5,00,000/-**
4. Earnest Money: **Rs. 10,000.00**
5. Period of Contract: **Two years**
6. **Last date and time of submission of Tender :20/08/2019 upto 03.00 PM**

The bid forms and other details can be obtained from the website www.eprocure.nic.in and details can be seen on FCI website www.fci.gov.in.

General Manager (Guj)

NOTICE INVITING TENDER

1. Sealed item rate Tenders are invited on behalf of the Food Corporation of India for **“Courier Dak Service for Food Corporation of India, Regional Office, Ahmedabad”**.
2. **Minimum Eligibility Criteria**
 - i. Bidder should have at least 3 year experience of courier service to the central/ state govt. /PSU/Pvt Sector. Tenderer should have executed in any of the immediate preceding three years the work of value:

(a) Atleast 25% of the estimated value of the contract to be awarded, in one single contract, in any single year

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts, in any single year.

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.

OR

In case of not having any experience of courier service, an additional Performance guarantee of Rs. 25,000/- has to be given, if selected. This would be over & above the regular Performance guarantee of Rs. 25,000/-.

3. Documents:
 - (1) Registration Certificate of firm, Gumastadhara, Registrar of company (2) Attested copy of Power of Attorney (if applicable) (3) PAN No. (5) Partnership Deed in case of partnership firm (6) Memorandum & Article of Association (M.O.A. & A.O.A.) (7) By laws in case of society (08) Board Resolution (09) Name & address of Firm/All partners/ Directors/ Proprietor as the case may be (10) GST Tax registration certificate (11) Experience Certificates along with the Work orders. (12) Latest Income Tax Return (FY-2017-18) (13) Professional Tax registration certificate as applicable.

Note. Tenderers shall furnish self-attested & stamped scanned copy of documentary proof in support of the all above eligibility criteria along with Technical Bid. [signed MTF copy (each page)].

Contract documents consisting of the detailed and the schedule of quantities of Courier Dak Service to be provided, and the set of ‘Conditions of Contract’ to be complied with by the person whose Tender may be accepted; which can be seen online on www.eprocure.org in the form of Tenders, can be purchased online Bidders must deposit non-refundable payment of Rs.590/- (Rs. 500/- + taxes as applicable). The tender documents can also be downloaded from the FCI Website: www.fciweb.nic.in / <https://eprocure.gov.in/cppp/> and in that case the tender cost of Rs.590/- each should be paid through online in bank A/c details of FCI are as follows and in **“Annexure – A”**. A/c Name- Food Corporation of India. State Bank of India, **Branch (01948) – Someshwar Complex Branch, Ahmedabad. A/c No- 30003336525. IFSC No – SBIN0001948.** The transaction details of

remittance of EMD and Tender fees to FCI's A/c should be filled at the appropriate place in the tender.

4. The contractor should quote in figure as well as in words the rates and amount Tendered by them. The rate for each item should be worked out in requisite format given vide schedule of quantity. Rates quoted by the contractor in item rate Tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rate which corresponds with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.
5. When a contractor sign a Tender in an Indian language, the rates should be written in the same language. In the case of illiterate contractor's the rate or the amount Tendered should be attested by a witness.
6. Submission of Tender will be stopped 01 (one) days before the date fixed for the opening of Technical bid.
7. **EMD:**Each tender must be accompanied by an Earnest Money i.e.2% of estimated value (5,00,000/-) put to tender **EMD of Rs.10,000**(Rupees **Ten Thousand** only) should paid through online in bank A/c details of FCI as provided in "**Annexure – A**" i.e. A/c Name-Food Corporation of India. State Bank of India, Branch **(01948) – Someshwar Complex Branch, Ahmedabad. A/c No-30003336525. IFSC No – SBIN0001948.**
8. Regarding exemption of tender document fee and EMD, 'Terms for Micro & Small Enterprises' below may be referred:-

(I) Tender document cost will not be charged from Micro & Small enterprises (MSEs).

(II) MSEs registered with the agencies for the item/s/Services tendered will be only exempted from payment of Earnest Money Deposit (EMD).No other benefit would be given on account of being MSME registered firm, except these (I) & (II).

(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 Centers
- (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 good/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 even of any document found fabricated/ forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be liable to be forfeited 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 (Schedule of Quantity) i.e. Technical Bid and Price bid through -tender process only.”

9. The tenderer shall be permitted to bid on the express condition that in case he revise or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. Besides forfeiture of EMD, he will also be debarred from participating in any other Tender Enquiry with FCI for a period of five year Each tender is to be in a sealed cover super scribed Tender for **“Courier services for Food Corporation of India, Regional Office Ahmedabad”**. And addressed to GM (Guj), Food Corporation of India.

10. **Performance Guarantee:**

The successful Tenderer has to deposit an amount equivalent to 5% of estimated cost put to tender i.e.Rs.25,000 {(Twenty Five Thousand only),(without any limit)} as Performance Guarantee paid through RTGS / NEFT / ECS in bank A/c details of FCI as follows. A/c Name- Food Corporation of India. State Bank of India, Branch (01948) – **Someshwar Complex Branch, Ahmedabad. A/c No-30003336525. IFSC No – SBIN0001948.**

In case party not having experience of currier service and if selected then additional PG of Rs. 25000/- will have to submit. This amount would be over and above of the regular PG Rs. 25000/-

The time allowed for submission of the Performance Guarantee by the contractor shall be 7 (Seven) days of issue of the Letter of Acceptance. This period can be further extended, if required by the GM(Guj) for a maximum period ranging from 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 (Seven) days from the date of issue of letter of commencement of work.

11. **Security Deposit:** The contractor whose Tender is accepted will be required to furnish by way of Security Deposit for the due fulfilment of his contract sum as under:-

@ 5% of the actual work value without limit. The Security Deposit will be collected by deduction @ 5% (five percentage) from the running bills of the contractor and the Earnest Money, if deposited at the time of Tender will be treated a part of Security Deposit. The Security Deposit will be in addition to the Performance Guarantee. EMD/SD may be deposited in the name if Food Corporation of India.. **A/c No- 30003336525. IFSC No –**

SBIN0001948. State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad.

The Security Deposit, Performance Guarantee & EMD shall not earn any interest. 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.

11. The acceptance of a Tender will rest with the competent authority FCI **Genl. Manager (Guj)** who does not bind himself to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
12. Tenders containing any condition(s) are liable to be summarily rejected.
13. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. All rates shall be quoted only on the proper form of the Tender.
15. On acceptance of the Tender, the name of the accredited Representative(s) of the contractor who would be responsible for taking instruction from the General Manager (Guj) shall be communicated to the General Manager (Guj).
16. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and the words. In case of figures, the words 'Rs' should be written before the figures and the words. In case of figures, the word 'Rs' should be written before the figures of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15 P, and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places.
17. The Food Corporation of India does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.
18. GST or any other Tax on material as well as labour/worker in respect of this contract shall be payable by the contractor and the Corporation will not entertain any claim whatsoever in this respect.
19. No employee of FCI or duties in Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.
20. Tender shall remain open for acceptance for a period of 45 (Forty Five) days from the date of opening of Tenders and with a provision that it shall be further extendable for 45 days, if the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Corporation, then the Corporation without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.

21. While quoting the rates in the Schedules of Quantities the word ‘Only’ should be written closely, following the amount and it should not be written in the next line.
22. The contractor shall submit list of works with value which were executed by him so far and which are in hand at present.
23. The contractor should give full and correct address along with the Tender further if there is any change of address during currency of contract the same should be intimated to the department immediately and otherwise Food Corporation of India is not responsible for wrong delivery or delay of the Notice etc. served to the above.
24. **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 enrol/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 instructions provided at ‘Instructions for online Bid Submission ‘.**
25. **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>.**
26. **Tenders and supporting documents should be signed & stamped on all pages and scan copy will have to be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.**

CRITICAL DATES

Start Date and time for downloading of tender document :	30/07/2019 at 10.00 AM
Start Date and time for submission of tender document :	30/07/2019 at 10.30 AM
Last Date and time for submission of tender document :	20/08/2019 at 03.00 PM
Date and time for opening of Technical bid :	21/08/2019 at 03.30 AM

Submission of Tender

The tender shall be submitted online in one part, viz., technical bid and price bid.

The following documents are to be scanned and uploaded within the period of bid submission furnished by the Contractor along with Technical Bid as per the tender document:

- i) **Bidders must deposit the EMD of Rs. 10,000/-(Rupees Ten Thousand only) should paid through online in bank A/c details of FCI are as follows. A/c Name- Food Corporation of India. State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad. A/c No- 30003336525. IFSC No – SBIN0001948“**Annexure – A**”.**
- ii) Scanned copy of Experience certificate of appropriate value as per the tender notice, Scan copy of PAN No. and Tender Acceptance Letter(**Annexure-I**).
- iii) Scanned copy of latest Income-tax return i.e. F.Y. 17-18, Certificate of financial turnover from CA, GST Registration No., Latest GST Return, Professional Tax No.
- iv) Scanned copy of Certificates / Affidavit of partnership firm, Organization chart, Partnership deed as per the tender documents.

NOTE

1. Bids submitted through e-tendering process only, will be considered for further process. The e-tendering process shall be carried out in website www.eprocure.gov.in the Central Public Procurement Portal of Government of India if India .No hard copy/physical form of tender shall be accepted.
2. For details of process of online submission of bid, conditions of qualification, work experience, relaxation condition for work experience, documents to be submitted , EMD and Security deposit bidders should go through the tender terms and conditions thoroughly .It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
3. **All the document must be self –attested by the tenderer as a proof that the document have been submitted by him.**

PRICE BID

- a) Schedule of price bid in the form of BoQ_.xls (Will be formulated according to the type of work)
- b) Rate to be quoted exclusive of GST but GST number is to be printed on bill.

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are 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 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 Certifying 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) Bidder 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 parameter. These parameters could include Tender 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 tenders they are interested in, they may download the required documents / tender schedules. 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 document.
- 3) The bidder 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.
- 2) 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.
- 3) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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 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 instrument as shown in "**Annexure – A**".
- 4) Bidder should deposit the EMD as per the instructions specified in the tender document and tender fees as prescribed in the tender in the Bank A/cs of FCI before on line submission of tender. The bank A/cs details of FCI is on the name of Food Corporation of India, State bank of India Branch (01948)-Someshwar Complex, Ahmedabad A/c no.30003336525 IFSC code no SBIN0001948. The transaction details of remittance of EMD and tender fees to FCI's A/c should be filled at appropriate place in the tender at "**Annexure – A**".

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 prices bid have 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 the 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.

No: Genl. 14(4)/Courier Tender/2017

- 5) 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.
- 6) 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 encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers
- 8) 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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

Name of Tender / Work: -

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), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s)/appendix issued from time to time by your department/ organisation has also been taken into consideration, while submitting this acceptance letter. The same shall be uploaded in eProcurement.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation 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.

6. I/We do hereby declare that we have not been blacklisted or otherwise debarred by FCI or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.

7. I/We hereby declare that the contract entered into by the Tenderer with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

TERMS & CONDITIONS

1. Courier Dak covers are to be collected from our Regional Office, Nr. Himali Tower, Shyamal Manekbaugh Road, Satellite, Ahmedabad after 16:30 hours on all working days on regular basis.
2. Delivery of Dak address to our HQ. New Delhi, ZO Mumbai, Area Manager Ahmedabad, Vadodara, Rajkot, Gandhidham, and all over the Gujarat are to be made on vary next day. For other stations delivery are to be made within two days. If the delivery of Dak do not made on every next working day at our HQ. New Delhi, ZO Mumbai and all over the Gujarat, the payment of the same docket will not be made & deducted from the bill. While collecting the Dak from this office, the party has to give the receipt of the cover (Docket) to our dispatch section.
3. The GST No. / PAN No. must be indicated in quotation and copy of the same may also be provided for verification. FCI reserve the right to reject the offers if GST no. / PAN No. is not submitted by party. **The rates quoted should be inclusive of all taxes, (except GST.)**
4. EARNEST MONEY DEPOSIT of Rs.10,000/- (Ten Thousand Only)) should paid through online in bank A/c details of FCI are as follows. A/c Name- Food Corporation of India. State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad. A/c No-30003336525. IFSC No – SBIN0001948 (“**Annexure – A**”). The earnest money deposited will be refunded to all parties after award of the work. FCI shall not be liable to pay any interest on the amount of EMD deposited by the parties. Offer without EMD will be rejected.
5. **Security Deposit:** The contractor whose Tender is accepted will be required to furnish by way of Security Deposit for the due fulfilment of his contract sum as under:-

@ 5% of the work value without limit. The Security Deposit will be collected by deduction @ 5% (five percentage) from the running bills of the contractor and the Earnest Money, if deposited at the time of Tender will be treated a part of Security Deposit. The Security Deposit will be in addition to the Performance Guarantee. EMD/SD may be deposited in the name of Food Corporation of India.. **A/c No- 30003336525. IFSC No – SBIN0001948. State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad**
6. The successful Tenderer, in absence of experience certificates, has to deposit an amount equivalent to 5% of estimated cost put to tender i.e ₹ 25,000 {(Twenty Five Thousand only),(without any limit)} as Performance Guarantee paid through RTGS / NEFT / ECS in bank A/c details of FCI as follows. A/c Name- Food Corporation of India. State Bank of India, Branch **(01948) – Someshwar Complex Branch, Ahmedabad. A/c No-30003336525. IFSC No – SBIN0001948.** This would be over and above the regular PG of Rs. 25000/-.
7. Payment of the bill for courier services will be made on monthly basis. All the PODS with the stamp/ signature of consignee one to be submitted along with the bill for arranging payment. The payment of bill will be made through ECS system only for which details of bank Account No with IFSC code No. of the bank are required to be given. If the documents are not delivered in stipulated time, amount of the same docket will be deducted from the bill.
8. The approved rate for sending courier Dak would be applicable for the period of two year.
9. For loss of any document courier Dak service provider will be held responsible.
10. If the service provided by the party is not satisfactory, FCI have reserve the right to cancel the service contract of courier Dak without giving any notice.
11. The decision of the General Manager (Gujarat) Food Corporation of India, Regional Office, Ahmedabad shall be final and binding on both the parties. i.e. FCI and agency in all matters.

12. The Court of Ahmedabad will have jurisdiction over all legal disputes.
13. Approved Courier Dak Agency has to attend all the calls regarding inquiry of the docket and delivery of the docket.

14. Disqualifications conditions:

- i. Tenderers who have been blacklisted or otherwise debarred by FCI or any department 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 from the date of blacklisting/debarment, whichever is earlier. The declaration must be given vide undertaking proforma given at “**Annexure – C**”
- 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, 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 (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.

15. Instructions for submitting Tender:

The instructions to be followed for submitting the Tender are set out below:-

- a) The Tenderers must furnish full, precise and accurate details in respect of information asked vide tender document.
- b) Signing of Tender:
 - i. Person or persons signing the Tender shall state in what capacity he is or they are signing the Tender e.g. as sole proprietor of a firm or a Secretary/Manager/Director, etc. of a limited company. In the case of registered partnership firm, the names of all the partners should be disclosed and 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 Registered 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. In case of Society, the person signing the bids shall state the competency to sign the bids and enter into a contract in accordance with the Rules & Regulations and bye laws if any of the Registered Society and shall produce the self-attested copies of the Rules & regulations and Bye laws if any of the Registered Society.

- ii. The person signing the Tender, or any documents forming part of the Tender, on behalf of another or on behalf of registered 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 registered Firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said power of attorney his tender shall be liable to summarily rejected without prejudice to any other right of the Corporation under the Contract & Law.
- iii. The Power of Attorney should be signed by all the Partners in the case of a registered partnership concern, by the Proprietor in the case of proprietary concern, and by the person who by his signature can bind the Company Resolution by BoD in the case of Company. The each page of the entire tender documents must also be signed by the Tenderer/authorized person.

16. 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.

17. Food Corporation of India reserves the rights 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/e-mail.
18. In case of any clear indication of cartelization, the Corporation shall reject the tender(s) and forfeit the Earnest Money Deposit.
19. FCI will not enter into any negotiation even with the Lowest Tenderer.
- 20. If the information given by the Tenderer in the Tender Documents and its Annexures and 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 & Law.**
21. The General Manager(R), Food Corporation of India, Gujarat for and on behalf of Food Corporation of India reserves the right to reject any or all the tenders without assigning any reason and does not bind him-self to accept the lowest or any tender.

A. GENERAL CONDITIONS

1. AGREEMENT:

The Contract would be for a period of two year which can be extended for further three months on the same terms and conditions keeping in view the performance of the Agency during the currency of the Contract. However, Corporation reserves the right to terminate the Contract at any time even before the expiry of Contractual period if the Agency fails to render the services to the satisfaction of the office and also non-compliance of the provisions of Minimum Wages Act.

2. SUBLETTING:

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

3. QUALIFICATION CONDITIONS FOR TENDER:

(i) Bidder should have at least 3 year experience of courier service to the central/ state Govt. / PSU/Pvt Sector. Tenderer should have executed in any of the immediate preceding three years the work of value:

(a) Atleast 25% of the estimated value of the contract to be awarded, in one single contract, in any single year

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts, in any single year.

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.

OR

Performance guarantee of Rs. 25,000/- is to be deposited. (In case of not having any experience of 3 year of courier service to the central/ state govt. / PSU/Pvt Sector.). An additional PG of Rs. 25000/- has to submitted , if party selected. This would be over and above the regular PG of Rs. 25000/-.

(ii) Experience Certificate shall be produced from customers stating about satisfactory execution and completion of the contract(s) besides duly certifying the nature of work period of contract and value of the contract.

(iii) Agency should be compulsorily registered under GST.

4. EARNEST MONEY:

Each tender must be accompanied by an Earnest Money 2% of estimated value (5,00,000/-) put to tender EMD of Rs. 10,000/- (Rupees **Ten Thousand** only) should paid through online in bank A/c details of FCI are as follows. A/c Name- Food

Corporation of India. State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad. A/c No- 30003336525. IFSC No – SBIN0001948 (“**Annexure – A**”). Tender not accompanied by Earnest Money shall be summarily rejected. The Tenderer shall be permitted to tender on the express condition that in case he resign, 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. The Earnest Money will be returned (information may please be furnished at “**Annexure – B**”) to all unsuccessful Tenderers within a period of 30 days from the date of issue of the acceptance letter and to a successful Tenderer, after he has furnished the **Security Deposit @ 5% of actual work value**, 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.

5. SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit FCI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as Security Deposit, will amount to Security Deposit of 5% of the total value of the work. Such deductions will be made and held by FCI by way of Security Deposit unless he/they has/have already deposited the amount of Security at the rate mentioned above. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the contractor by FCI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good.

6. The successful Tenderer has to deposit an amount equivalent to 5% of estimated cost put to tender i.e Rs. 25,000 {(Twenty Five Thousand only),(without any limit)} as Performance Guarantee paid through RTGS / NEFT / ECS in bank A/c details of FCI as follows. A/c Name- Food Corporation of India. State Bank of India, Branch (01948) – **Someshwar Complex Branch, Ahmedabad. A/c No-30003336525. IFSC No – SBIN0001948.** FCI shall not be liable to pay any interest on the Performance Guarantee and it will be refunded only after satisfactory completion of contract period. If the service provided by the party is not satisfactory, the Performance Guarantee of the party will be forfeited and the order for Dak/ Courier work will be given to other party at his risk & cost.

a. 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 'No Demand Certificate' from the concerned contractor and on obtaining a 'No Dues Certificate' from the assigned authority of Food Corporation of India, 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 Food Corporation of India against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Security Deposit.

- b. The General Manager (R) 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 Depositor 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 the General Manager (R) in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractor.
- c. In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation to furnish the requisite Performance Guarantee by the due date including extension period his contract shall summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for the 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 of 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.
- d. If the successful tender 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.

7. PAYMENT

The Agency shall abide by all statutory provisions applicable to the Contract and make all necessary statutory payments. On the production of proof of statutory payments, Corporation will consider to reimburse the same subject to the conditions of the Contract.

- a. Payment will be made by General Manager (Guj)Regional Office, FCI, on submission of bills in duplicate, "the work has been done satisfactorily" certificate issued by General Manager (Guj),Regional Office, FCI, or any officer acting on his behalf, as the case may be.
- b. The payment will be released electronically for which the Contractor/Agency shall give its account details along with each bill in prescribed format.

8. NOTICE FOR TERMINATION OF CONTRACT

The Contract can be terminated by the Corporation without assigning any reason by giving one month notice in writing.

TERMS & CONDITIONS OF GOVERNING CONTRACT FOR PROVIDING COURIER DAK SERVICES WORK at Food Corporation of India, Regional Office, Shyamal - Manekbaug Road, Satellite, Ahmedabad - 380015).

1. DEFINITION

- a. The terms 'Contract' shall mean and Include the invitation to tender incorporating also the General Information to tenderers, the tender, its annexures, appendices, acceptance of tender and such general and special condition as may be added to it.
- b. The terms 'Corporation and the 'Food Corporation' wherever occurs shall mean the Food Corporation of India, established under the Food Corporation Act, 1964 and will include its Chairman and Managing Director and its or successor(s) and assignees.
- c. The terms 'The General Manager, FCI, RO, Ahmedabad', shall mean the General Management, Food Corporation of India under whose administrative jurisdiction the Food Corporation office which the related contract fall. The term General Manager, FCI, RO, Ahmedabad shall also include the other officers for the time being authorized to execute contract(s) on behalf of the Food Corporation of India.
- d. The term 'Agency/Contractor' shall mean and include the person or persons, Registered Firm or Company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- e. The term 'Agency Rates' shall mean the rate of payment accepted by the General Manager, FCI, RO, Ahmedabad for and on behalf of the Food Corporation of India.

2. PARTIES TO THE CONTRACT

- a. The parties to the Contract are contractors/Agency and the Food Corporation of India represented by the General Manager, FCI, RO, Ahmedabad and/or any other person authorized and acting on his behalf.
- b. The person signing the tender or any other document(s) forming part of the tender, on behalf of any other person or a registered firm shall be deemed to warrant that he has authority to bind such other person or the registered 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 FCI may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and consequences/damages.
- c. Notice or any other action to be taken on behalf of Food Corporation of India may be issued/accepted by the General Manager, FCI, RO, Ahmedabad or any other officer so authorized and acting on his behalf.
- d. The Agency shall not during the currency of the contract make, without the prior approval of the Corporation any change in the constitution of the firm. The Agency shall notify to the Corporation the death/resignation of any of the partner(s)/Director(s) immediately on the occurrence of such an event. On receipt of such notice the Corporation shall have the right to terminate the contract at its discretion.

3. CONSTITUTION OF CONTRACTORS/AGENCY

- a. The 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 Registered 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 Registered Partnership Firm, there shall not be any reconstitution 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 following 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.

4. SUBLETTING

The Agency shall not sublet, transfer or assign the contract or any part thereof. In the event of the Agency contravening this condition the Corporation is entitled to terminate the contract and to get the balance terms under the contract executed at the risk & cost of the Agency and the Agency shall be liable for all losses or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract.

5. BRIBE COMMISSION, GIFT ETC.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency, 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 agency liable for termination/debar, as the case may be, of this Contract or any other Contract with the Corporation and the Agency shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation. Canvassing on the part or on behalf of the Tenderer will also make his Tender liable for rejection.

6. PERIOD OF CONTRACT:

- i. The Contract shall remain in force for a period of two year which can be extended for further three months on the same terms and conditions keeping in view the performance of the Agency during the currency of the Contract.
- ii. The General Manager, FCI, RO, Ahmedabad, reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the Contractor/Agency at their last known place of residence/business and the Agency shall not be entitled to any compensation by reason of such termination. The action of the General Manager, FCI, RO, Ahmedabad under this clause

shall be final, conclusive and binding on the Contractor/Agency and shall not be called in question.

7. LIABILITY OF AGENCY FOR LOSSES SUFFERED BY CORPORATION

The Agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Agency's negligence and un-workman like 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 belonging to the Corporation, due to any act, whether negligent or otherwise, of the Agency or his employees. The decision of General Manager, FCI, RO, Ahmedabad regarding such failure of the Agency and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Agency.

8. SUMMARY TERMINATION OF THE CONTRACT:

- a. In the event of the Agency having been adjudged insolvent Or goes into liquidation or winding up their business or making arrangements with their creditors for failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the General Manager, FCI, RO, Ahmedabad shall be at liberty to terminate the Contract forthwith without prejudice to any other rights or remedies under the Contract and Law and to get the work done for the unexpired period of the Contract at the risk & cost of the Agency and the to claim from the Agency any resultant loss sustained or cost incurred by the Corporation.
- b. The General Manager, FCI, RO, Ahmedabad shall also have without prejudice to other rights and remedies the right, in the event of breach by the Agency or 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 agency and/or forfeit the Contract Performance Guarantee 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 unworkmen like performance of any of the services under the contract.
- c. The decision of the General Manager, FCI, RO, Ahmedabad in respect of damages, losses, charges, costs, or expenses shall be final and binding on the Agency.
- d. The Corporation shall not be liable for payment of any interest on the EMD/SD or any depreciation thereof for the time it is held by the Corporation.

9. 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 him due to Agency negligence and unworkman like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due, to the Agency under this or any other contract with the Corporation. In the event of the sum which may be due from the agency, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency as

aforesaid shall be deducted from the SD furnished by the Agency. If this sum also be not sufficient to recover the full amount claimed by the Corporation, the Agency shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

- b. The General Manager, FCI, RO, Ahmedabad will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum of value of loss and also in regard to the liability of Agency for such loss of the amount, to be recovered from them. The decision of the General Manager, FCI, RO, Ahmedabad in this regard shall be final and binding on the Agency.
 - c. In the event of the default on the part of the Agency in their failure to perform any of the services mentioned in this tender efficiently and to the entire satisfaction of the General Manager, FCI, RO, Ahmedabad or any officer acting on his behalf, the General Manger (Guj) shall without prejudice to other rights and remedies, under this tender have the right to recover by way of Liquidated damages from the Agency a sum of rupees one hundred per day. The parties to the Contract have of read that the amount of Liquidated damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation. The decision of the General Manager, FCI, RO, Ahmedabad on the question whether the Agency have committed such default or have failed to perform any such service efficiently and are liable to pay liquidated damages and as to the quantum of such Liquidated damages, shall be final and binding on the Agency.
 - d. SET OFF:
Any sum of money due and payable to the Agency (including SD returnable to Agency) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation under this contract or any other contract made by the Agency with the Corporation.
 - e. INDEMNITY:
The Agency shall defend, indemnify and hold FCI during and after the terms of the Contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Agency or its personal or in any way connected with the acts, amenities, negligence, breach of his agreement and failure to perform obligations under this contract.
 - f. The Agency shall strictly abide by the Rules, Regulations & Laws of India.
10. BOOK EXAMINATION:
The Contractor shall, whenever required, produce or cause to be produced for examination by the General Manager, FCI, RO, Ahmedabad or any other officer authorized by him in this behalf, any cost or other accounts books, vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such documents, 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, FCI, RO, Ahmedabad 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, FCI, RO, Ahmedabad.

11. RATES

- i. The Contractor shall quote his service charges for providing the courier. The contractor is not entitled to claim any enhancement of service charge rates and cost of material on any account during the tenure of the Contract. No escalation whatsoever shall either be claimed or considered.
- ii. There will be no change/enhancement towards the cost of material and labour/worker during the currency of the contract.
- iii. The rates quoted by the party should include all & all taxes except GST. Nothing extra (except GST) shall be payable to the contractor beyond the rates quoted by him.

12. LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION

- a. The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this contract will be settled in the court of law of competent jurisdiction. The Courts in Ahmedabad shall have exclusive jurisdiction to adjudicate the dispute arising under the contract.
- b. The decision of the General Manager, FCI, RO, Ahmedabad in all matters of Contract shall be final and binding on both the parties i.e. Food Corporation of India and the Agency.

Annexure –A.

(On letterhead of contractor with seal and signature)

The details of cost of tender fee and EMD deposited through RTGS/NEFT/Deposits/Transfer in Food Corporation of India account is mentioned below.

Sr.no	Particular	Amount in Rs.	UTR No.	Date and by mode of deposition i.e.(RTGS/NEFT/ECSto FCI Account)
1	Cost of tender form.			
2	Earnest Money Deposit			

Note: Scanned copy of pay in slip/Deposit slip to be attached

Food Corporation of India Account Detail.

Name: Food Corporation of India

Bank: State Bank of India.A/c No-**30003336525**. IFSC No – **SBIN0001948**.

Branch (**01948**) – **Someshwar Complex Branch, Ahmedabad.**

Contractor(S)

Annexure –B.

(On letterhead of contractor with seal and signature)

(KINDLY FURNISH FOLLOWING VALID INFORMATION FOR AN QUICK REFUND OF EMD)

The General Manager (Guj)

Food Corporation of India

Regional office.

Ahmedabad-15.

(Gujarat)

Sub: refund of EMD to our bank account through RTGS-Reg.

Sir,

Please refund EMD amount in our bank account, if our bid found unsuccessful.

(A) Bank account details of Tendered:

Name of Bank& City:

EMD Amount :Rs.

Account Number.

MICR Code.

IFSC Code.

(B) Contact detail of tenderer for quick & prompt correspondence:

Mobile No.

Fax no.

E-Mail id (Valid e-mail ID may be furnished

Signature of tenderer with stampContractor(S

Annexure – C UNDERTAKING FORM

(Original signed copy on company letterhead)

Letter No. _____

Dated: _____

To,

**The General Manager,
Food Corporation of India,
Regional Office - Ahmedabad**

Subject: - Declaration Letter for Courier Dak Service work for FCI

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Name>intends to submit a proposal in response to EoI for **Courier Dak Service work for FCI**, we also declare that our Company / LLP / Partnership / Society / **Proprietorship has not been blacklisted by any Central / State Government Department/ Public Sector Undertaking or Municipal Corporation.**

**Stamp of Firm& Signature of
Authorised person**

Price Bid

FOOD CORPORATION OF INDIA, REGIONAL OFFICE
Nr. SHYAMAL CROSS ROAD, SHYAMAL-MANEK BAG ROAD,
Nr. HIMALI TOWER, SATELLITE, AHMEDABAD-380015. M: 7574802155
E-mail : agmhkgj.fci@gov.in

Name of Work: Courier Dak Services for Food Corporation of India, Regional Office, Ahmedabad

A. Schedule of Quantity/BOQ

SR No./A	Description/Courier service	Rate (in figure)	In words	Unit	Remarks if any
01	Local (Ahmedabad)				
1.1	Weight upto 100 gm			Each	
1.2	Weight upto 250 gm			Each	
1.3	Weight upto 500 gm			Each	
1.4	Weight upto 1kg			Each	
1.5	Weight above 1kg			Each	
02	For Gujarat				
2.1	Weight upto 100 gm			Each	
2.2	Weight upto 250 gm			Each	
2.3	Weight upto 500 gm			Each	
2.4	Weight upto 1kg			Each	
2.5	Weight above 1kg			Each	
03	For Mumbai				
3.1	Weight upto 100 gm			Each	
3.2	Weight upto 250 gm			Each	
3.3	Weight upto 500 gm			Each	
3.4	Weight upto 1kg			Each	
3.5	Weight above 1kg			Each	
04	For Delhi				
4.1	Weight upto 100 gm			Each	
4.2	Weight upto 250 gm			Each	
4.3	Weight upto 500 gm			Each	
4.4	Weight upto 1kg			Each	
4.5	Weight above 1kg			Each	
05	All India(Other than mention station)				
5.1	Weight upto 100 gm			Each	
5.2	Weight upto 250 gm			Each	
5.3	Weight upto 500 gm			Each	
5.4	Weight upto 1kg			Each	
5.5	Weight above 1kg			Each	

B. Dak Service

06	Dak to be deliver to the Post Office			Monthly	
----	--------------------------------------	--	--	----------------	--

(At Present Manekbaug Post Office, Ahmedabad)

Note: All of above rates quoted should be inclusive of all taxes & cess and exclusive of GST.

.....
.....

Bidder
(Seal & Stamp with signature)