



FOOD CORPORATION OF INDIA
REGIONAL OFFICE NAGALAND
DIMAPUR

MODEL TENDER FORM-
ROAD TRANSPORT CONTRACT (RTC)

PART-A
TECHNICAL BID

General Manager(R)/i/c

Tenderer

FOOD CORPORATION OF INDIA
REGIONAL OFFICE: Nagaland, Dimapur.

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

1. The Tender shall be invited through GeM Portal and any Corrigendum to the Tender Notice shall be issued in GeM Portal only.
2. Prospective Bidders are requested to view GeM Portal/website regularly and tender documents may be downloaded from Government E-Marketplace (GeM) Portal <https://gem.gov.in>
3. Aspiring Bidders/Suppliers who have not enrolled/registered in GeM Portal should enrol/register before participating through the website <https://gem.gov.in>
4. Tenderers can access tender documents on the website, fill them with all relevant information and submit the complete tender document into electronic tender on the website <https://gem.gov.in>
5. Tenders and supporting documents should be uploaded through GeM portal. Hard copy of the tender documents will not be accepted.
6. The Terms & Conditions stipulated in the tender form (MTF) shall prevail over the General Terms & Conditions (GTC) of GeM portal.
7. Any fee claimed/ Charged by the GeM portal shall be paid by the bidder. Non-payment of portal charges by the successful bidder would tantamount to resiling from the bid.
8. Last date for online submission of tender is up to 10.10.2023*
9. Tender shall be opened online on 10 10.2023*

*Note: If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

10. Tender to remain open for acceptance upto 75 days from the last date of submission of Bid i.e. upto and inclusive of 26.12.2023 .
11. The General Manager, Food Corporation of India may extend the bid validity by another 30 (Thirty) days with mutual consent of FCI and Bidder.



General Manager(R)i/c

Tenderer

Invitation to Tender

From:

**TheGeneralManager(Region),Food
CorporationofIndia,RegionalOffice,
Dimapur**

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, NagalandRegion,Dimapurinvites Tenders online UNDER TWO BID SYSTEM at Government E-Marketplace (GeM) Portal (URL <https://gem.gov.in>) for appointment of contractor for transport of food grains and allied material etc. from Railhead, Dimapur Railway station(DMV)/FSD DimapurtoCWC DIMAPURfor a period of two years.



General Manager(R)



GeneralManager(R)i/c

Tenderer

GENERAL INFORMATION TO TENDERERS

1. Place of operation will be from Railhead, Dimapur Railway Station(DMV)/FSD Dimapur toCWC Dimapur as perAppendix-I.

(A) Object of the Contract

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

(B) Brief description of work

i)Transportation of foodgrains from **Railhead, Dimapur Railway Station(DMV)/FSD Dimapur toCWC Dimapur as per Appendix-I.**

ii)The Tenderer must get themselves fully acquainted with the size and location of godownsvis-a-vis loading /unloading points before submission of the tender. The rates quoted byTenderer shall be deemed to have been done after such acquaintance. No Tenderer will beentitled to any compensation arising out of any misapprehension in this regard. Beforetendering, the Tenderer must also get acquainted with the conditions of route to be takenby him for transportation of foodgrains/sugar etc. Once the tender is submitted, theTenderer will be deemed to have fully acquainted himself with the route and he will not beentitled 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 thecontract. However, some items of general information are given in Appendix-I to thetender. The particulars given in the Appendix-I are intended merely to give the Tenderer anidea of the approximate quantum of work so as to help in making their own assessment forquoting the rates in accordance with the conditions of the Contract. It should be clearlyunderstood that no guarantee is given that all the items of work as shown in the Annexureto tender will be required to be performed.

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



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3. Qualification conditions for Bidding:

(I) Tenderer should have experience of Transportation obtained from Manufacturer/PSU/Govt.Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Food grains, Cement, Sugar, Coarse grains or similar products.

(ii) Tenderer should have performed in the immediate preceding five years from the bid due date the work of the value as under (the experience of running contract should also be considered):

(a) At least 20% of the estimated value of the contract to be awarded, in one single contract in one Financial Year:

OR

(b) 40% of the estimated value of the contract to be awarded, in multiple contracts in one Financial Year.

OR

(c) 75% of the estimated value of the contract to be awarded, in single/ multiple contracts irrespective of Financial 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.

(III) Experience details **in the proforma prescribed at Appendix VI** shall be furnished by tenderer. The information furnished in Appendix-VI shall be supported by experience certificate issued by client(s) on their letter head.

(IV) Where the estimated contract value of Road Transport Contract is less than **Rupees Seven Crores and Fifty Lakhs**, Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/ Rural/ state Co-operative Banks and Gramin Banks) will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-V.

(V) 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) Tenderers who have been blacklisted/debarred/Banned/Suspended by Food Corporation of India*/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance will be ineligible during the period of such debarment or for a period of **two** years from the date of debarment, whichever is earlier.

(II) Any Tenderer whose contract with the Food Corporation of India*/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.



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(III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India*/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance during the last two years, will be ineligible.

(IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of theTenderer 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 anysuch disqualification in any capacity whatsoever (even as a proprietor, partner in anotherfirm, 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 tendersubmitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

* 'Food corporation of India' here means any office of the FCI.

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 formof tender. The filled and signed Appendices I and II are to be scanned and uploaded at the space/ packet provided in the GeM Portal.

(b)Signing of Tender

(i) The authorized signatory shall use GeM portal for submission of tender documents and MTF. The authorised signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The **Authorizedsignatory** 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 **Authorized signatory** 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. The



hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.

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

6. Earnest Money

(i) Each tender must be accompanied by an **Earnest Money @ 2% value of contract amounting Rs. 2,51,000 /- (Rupees Two lakh fifty one Thousand only)** which must be submitted electronically through **NEFT/RTGS/other electronic means** by the tenderers to **FCI Food Account, Account No. 10810739547, IFSC Code: SBIN0000072, Branch Code:- 00072, Name of Branch: SBI Dimapur Branch.** **In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid.** The Tenderer shall be permitted to bid on the express condition that in the case he resiles, or modifies his offer, or terms & condition 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 **two Years**.

(ii) The Earnest Money will be returned 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, if he does not desire the same to be adjusted towards the Security Deposit. However in case, the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

(iii) Micro & Small enterprises (MSEs) will be exempted from payment of Earnest Money Deposit (EMD).

(iv) The Startups are exempted from the payment of Earnest Money Deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.

7. Security Deposit

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

(a) A sum equivalent to 5% of the value of the Contract submitted electronically through NEFT/RTGS/ other electronic means 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 (including e-Bank Guarantee) issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/ Rural/ state Co-operative Banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.

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- (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 (including e-Bank Guarantee) issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/ Rural/ state Co-operative Banks and Gramin Banks) in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of the contract period.
- (ii) In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b)&(c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit.
- (iii) 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.
- (iv) In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 7(i)a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only), his contract shall be summarily terminated besides forfeiture of Earnest Money and the corporation shall proceed for appointment 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 two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.
- (v) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- (VI) (a) The BG issuing Bank shall send cover for BG issued through SFMS platform to the FCI banker, i.e. ICICI bank Ltd, 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below:
- (i) MT760 COV for issuance of bank guarantee.
- (ii) MT767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.
- (iv) FCI beneficiary code will be "FCIFE11" where FE11 is four digit unit code of respective office of FCI. **(four digit unit code to be inserted by FCI office while floating tender).**



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- (b) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- (c) BG submitted without these details shall not be accepted.

(VII) In case contract is awarded to two or more bidders the successful bidder shall furnish the Security Deposit/Performance Bank Guarantee as applicable in proportion to the work awarded to them.

8. Submission of Tender

- (a) The tender shall be submitted online in two parts, viz., technical bid and price bid.
- (b) Tender Document (except price bid) alongwith supporting documents duly signed have to be scanned and uploaded at the requisite places in the GeM Portal.
- (c) Successful tenderer will also submit physical copy of complete signed Tender Form including Price Bid for the purpose of record before issue of award of the contract letter.
- (d) Technical Bid shall include the following:
 - (i) All the Annexures & Appendices of MTF duly signed on each page by the Tenderer should be scanned and uploaded in GeM Portal.
 - (ii) Earnest Money Deposit details alongwith receipt, if any.
 - (iii) List of Scanned copy of documents attached as per the format in Appendix III, duly signed by the Tenderer.
- (e) Price Bid has to be quoted at the requisite place in the GeM Portal.
- (f) Tender which do not comply with these instructions shall be summarily rejected.
- (g) Tenders should be uploaded/ submitted through Government E-Marketplace (GeM) Portal at <https://gem.gov.in> Hard copy of the tender documents will not be accepted. However the successful tenderer will have to submit the original hard copy of MTF duly signed on each page of MTF alongwith annexures/ appendices duly attested on or before the date & time stipulated by FCI, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of the contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.
- (h) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alterations, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- (i) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed will be rejected.
- (j) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.



(k) Any attempt by tenderer to change the format of any of the supporting documents of the MTF while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation.

9. Opening of tenders

The Technical Bid will be opened online in the Office of 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 with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

10. Corrupt practices

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

11. Food Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

12. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.

13. If the information given by the Tenderer/Party in the Tender Document and its Annexures & Appendices is found to be false/incorrect or has violated/breached any of the terms & conditions of the contract, at any stage, Food Corporation of India shall have the right to disqualify/summarily terminate the contract, forfeit EMD/SD/BG, make good any other losses caused to the Corporation and debar the party for two years, without prejudice to any other rights that the Corporation may have under the Contract and law.

14. Terms for Micro & Small Enterprises

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

II. Micro & Small enterprises (MSEs) will be exempted from payment of Earnest Money Deposit (EMD).

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III. The Purchase preference as stipulated in MSME policy notification of GoI dated 23.03.2012 and any other notification issued thereafter shall be provided.

IV. MSEs must indicate their registration number and date of their MSE registration, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload an attested/self-certified copy of valid registration certificate i.e. Udyam Registration Certificate, giving details such as stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

V. In case the MSE does not fulfill the criteria at Sr. No. IV above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, the Tenderer will be liable for any loss suffered by the corporation and he/ they himself/themselves would disqualify for future participation in the tenders of Food Corporation of India works for the next Two years.

VI. If after award of contract, MSME resiles to accept the offer then Corporation reserves the right to debar the party for two years alongwith taking other actions allowed under different clauses and it may also take-up with MSME Authorities for cancellation of their License.

15. Declaration of Near Relative

If the BIDDER of any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

16. The provisions of **Public Procurement (Preference to Make in India), order 2017** (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender to the extent applicable thereto. The said Order/Rule contains detailed provisions relating to policy of Govt of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt subject to certain terms and conditions as laid down therein.



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**General Manager (Region)
Food Corporation of India**



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ANNEXURE-I**TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRANSPORTATION OF FOOD GRAINS FROM Railhead, Dimapur Railway Station(DMV)/FSD Dimapur to CWC Dimapur.****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 & its products, coarse grains, fertilizers, sugar and groundnuts etc.
- (viii) The term 'Services' shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the General Manager 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.
- (X) The term 'GeM' means Government E-Marketplace (GeM) Portal <https://gem.gov.in>

II. Parties to the Contract

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- (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.



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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 disfavor 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 the date of the acceptance letter or such later date as may be decided by the General Manager .

(ii) The General Manager reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Region) under this clause shall be final, conclusive and binding on the Contractor.

(iii) Foreclosure- If due to the change of circumstances there is no likelihood of any work during the remaining period of contract, the concerned contractor may apply for the foreclosure of Contract. The General Manager (Region) shall examine the representation and may recommend foreclosure of the contract at any time before expiry of the normal period of contract to the concerned Executive Director (Zone). The decision of Executive Director (Zone) shall be final, conclusive and binding on the Contractor. The foreclosure of the contract under this clause shall be treated as successful completion of the contract.



IX. Security Deposit

(a) The successful Tenderer shall furnish **within fifteen working days** of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the Contract. The Security Deposit will comprise of the total of the amounts specified in following clauses (i) (ii) and (iii) :

- (i) A sum equivalent to 5% of the value of the Contract **submitted electronically through NEFT/RTGS/Other Electronic Means** in favour of the General Manager, Food Corporation of India. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the 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 (**including e-Bank Guarantee**) issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/ Rural/ state Co-operative Banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of 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 (**including e-Bank Guarantee**) issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/ Rural/ state Co-operative Banks and Gramin Banks) in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of contract period.

(b) In case of failure of tenderer to deposit the Bank Guarantee as stipulated in clause 7(i) (b)&(c) within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit.

(c) 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.

(d) The General Manager shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.



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The decision of General Manager (Region) in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractors.

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

(f) In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit **under clause 7(i)a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only)**, his contract shall be summarily terminated besides forfeiture of 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 **two years**. After the completion of prescribed period of **two 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.

(g) (a) The BG issuing Bank shall send cover for BG issued through SFMS platform to the FCI banker, i.e. ICICI bank Ltd, 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below:

(i) MT760 COV for issuance of bank guarantee.

(ii) MT767 COV for amendment of bank guarantee

(iii) Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.

(iv) FCI beneficiary code will be "FCIFE11" where FE11 is four digit unit code of respective office of FCI. (four digit unit code to be inserted by FCI office while floating tender)

(b) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

(c) BG submitted without these details shall not be accepted.

(h) In case contract is awarded to two or more bidders the successful bidder shall furnish the Security Deposit/Performance Bank Guarantee as applicable in proportion to the work awarded to them.

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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.

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

(b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs.500/- (Rupees Five Hundred only) per truck per day for distances upto 150 KMs and Rs. 1000/- (Rupees One Thousand only) per truck per day for distances beyond 150 KMs. 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 or loss in moisture, or other causes beyond the Contractor's control. The parties to the Contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be effected without prejudice to the right of FCI to initiate civil/criminal proceedings against the defaulting



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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



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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

1. 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.
2. The Contractor shall endeavor to provide Heavy Commercial Vehicles for transportation and FCI will also give priority to such vehicles wherever loading and unloading facilities, weighbridges etc. are available and are compatible to undertake such operations in the Depot.
3. The Contractor shall transport by trucks to be arranged by him such number of bags of foodgrain 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.
4. 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.
5. In special cases the contractor may also be required at short notice to arrange to transport bags of foodgrains, sugar etc. and shall be bound to comply with such requests.
6. 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.



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7. 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 food grain etc. loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weightment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The General Manager/Area manager of the Corporation as the case may be will be the sole Authority for determining the quantum of the loss.
8. 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 food grains entrusted to him for transportation.
9. 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.
10. 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.
11. The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the food grain etc. of the Corporation are loaded.
12. 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.
13. In accordance with the Government of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles flying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid tag affixed from the wind screen of the vehicles deployed for corporation duty which would enable seamless travel through dedicated lanes installed with tag readers and facilitate adoption of cashless system and produce proof of sale as and when demanded by corporation.



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14. The contractor shall give an undertaking agreeing to abide by the section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registration etc. to the corporation.

15. GPS for trucks/vehicles

(i) Contractor shall mandatorily provide trucks/vehicles fitted with GPS device confirming to AIS-140 or as decided by FCI from time to time at his own cost.

(ii) The contractor shall abide the instructions of FCI for connecting the GPS of the trucks supplied by him to any online system advised by FCI.

16. All trucks/vehicles being used by contractors for movement of foodgrains should be registered on "VAHAN" (www.vahan.nic.in) National Registered E- service, Ministry of Road Transport and Highways, Govt. of India.

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.

FCI reserves the right to claim from the tenderer/bidder any amount of tax. Interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/Compliance mistake(s) on part of service provider.

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



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- (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 Contractors 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/**Divisional** Manager of the Food Corporation of India on submission of **Digitally signed bill with supporting documents** issued by the General Manager or an officer acting on his behalf as the case may be. **Digitally signed bill needs to be submitted by uploading in the Bill Tracking Software (BTS)/any other online system as decided by FCI.**
- (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.
- (c) The tenderer/bidder, registered under GST (if applicable), shall insure that the invoice to be raised with FCI is compliant with the provisions of the GST law and contains the



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requisite details in accurate manner for claiming of tax credits by FCI.

- (d) FCI reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.
- (e) This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

XVIII. RATES

- (i) All rates will be treated as firm for the period of the contract. No escalation in rates will be admissible on account of revision in diesel price or any other factor, whatsoever.
- (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) 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.

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 Contractors 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.
- (a) In case of any dispute 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. The role of GRC shall cover the period from the date of award of contract. If any disputes remain thereafter, the same will be settled in the Court of Law having competent Jurisdiction.



- (b) The results of technical evaluation will be uploaded on the GeM Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened only after two working days. If any of the bidders is disqualified, he may submit grievance (if any) to General Manager (Region) only through GeM portal within two working days from the date of disqualification. However, no new documents will be accepted. In case of receipt of grievance, General Manager (Region) will redress the grievance by passing Speaking Order within seven (7) working days after which the price bid will be opened.



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TENDER SUBMISSION UNDERTAKING

Date: _____

To,

The General Manager (Region)
Food Corporation of India,
Regional Office, Nagaland.

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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Appendix-I**GENERAL INFORMATION**

The Contractors shall have to transport foodgrains from Railhead, Dimapur Railway Station(DMV)/FSD Dimapur to CWC Dimapur. TheestimatedValueofContractis Rs.. 1,25,50,000/-.

The particulars given above are intended merely to help the tenderer to form hisown 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 theroute 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.

Appendix-II

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FORWARDING LETTER

Recent photograph of tenderer

From.....(Full name & address of the tenderer)

To

THE GENERAL MANAGER,
FOOD CORPORATION OF INDIA
REGIONAL OFFICE, NAGALAND

Dear Sir,

1. I submit the e- 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 & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance up to and inclusive of 26.12.2023 (**the date to be specified by FCI at the time of floating of tender**). I/We shall be bound by communication of acceptance of the offer dispatched within the time.
4. I have deposited EMD of Rs._____ Rupees _____ (in word) through NEFT/RTGS/Other Electronic means vide UTR No. _____ in the bank Account no. _____ Bank/Branch _____ as mentioned in tender document. In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.
5. I hereby undertake to furnish an additional performance guarantee in the form of bank guarantee of 10% of the contract value from 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks which shall be valid and enforceable till six months after the expiry of the contract period (For tenderers without having the requisite experience) in addition to Security Deposit submitted electronically through NEFT/ RTGS/ other electronic means and Bank Guarantee.



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6. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
7. I hereby declare that my Firm/Company has not been blacklisted/debarred/Banned/Suspended during the last two years by the Food Corporation of India /Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.
8. I hereby declare that no contract entered into by me, my Firm/Company with the Food Corporation of India /Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during the last two years.
9. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited, in the case of any Contract entered into by me/my firm/company/us with the Food Corporation of India /Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance during the last two years.
10. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Food Corporation of India shall have the right to disqualify me/us without giving any notice or reason 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)



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Appendix-III

**FOOD CORPORATION OF INDIA
TENDER FOR ROAD TRANSPORT CONTRACT FROM DEPOTS/MANDIS/RAILHEADS
(TO BE FILLED IN BY THE TENDERER)**

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

1.	Name and date of birth of the tenderer.	
2.	Constitution of tenderer (proprietor, partnership firm, Private/Public Company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3.	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	
4.	PAN of business (along with copy of PAN Card)	
5.	Details of Goods (along with HSN Code/Excise classification) being/to be supplied to our organization.	
6.	Details of Services (along with HSN Code) being/to be supplied to our organization.	
7.	<p>Following Details of Each Supplying State (From Which Material/Services Is Being Or Proposed To Be Supplied To Us) [Refer Comments].</p> <p>a. Nature Of Tenderer (SEZ Unit/SEZ Developer/STPI Unit/Normal Entity/Foreign Entity)</p> <p>b. Category Of Tenderer (Normal Registered/ Registered Under Composition/ Unregistered/ Located Outside India.)</p> <p>c. Address</p> <p>d. State Code (Code As Prescribed Under GST)</p> <p>e. Latest Contact No.</p> <p>f. Latest Fax No. (If Any).</p> <p>g. Latest E-Mail ID</p> <p>h. GSTIN Allotted By The Government (alongwith with registration certificate) (if available).</p> <p>i. Effective date of registration.</p>	

Comments:

1. The information at SL. No. 7 (a to i) needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at SL. No. 7 (a to i) needs to be provided for the additional registrations in the same State separately.



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List of documents to be uploaded by the bidders:

1. Forwarding Letter
2. Tender Document (except price bid) along with supporting documents duly signed have to be scanned and uploaded at the requisite places in the GeM Portal.

3 (a).For experienced Bidder:

In addition to 1 & 2 above, bidders applying under 'experienced category' shall also upload following documents:

- (i) Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc., as applicable.
- (ii) Power of Attorney of person signing the tender.
- (iii) Certificate of experience and details thereof
- (iv) In case of experience certificate issued by entity other than FCI the bidder has to submit certificate from the Chartered Accountant that the books of accounts of the bidder have commensurate revenue/income from the entity issuing experience certificate. The certificate issued by the Chartered Accountant should bear his/her stamp and Unique Document Identification Number.
- (v) Copy of Income Tax Return of any one of last three Financial years for the limited purpose of KYC.
- (vi) PAN Card
- (vii) Copy of GST registration certificate, if applicable Yes/No
- (viii) Other supporting documents, if applicable

3 (b).For in-experienced Bidder:

In addition to 1 & 2 above, bidders applying under 'in-experienced category' shall also upload following documents:

- I. Attested copy of Registered deed of partnership/Memorandum and Articles of Association / By-laws / Certificate of Registration etc. as applicable
- II. Power of Attorney of person signing the tender
- III. Copy of Income Tax Return of any one of last three financial years for the limited purpose of KYC. In case of partnership firm less than three year old/proprietor firm, income tax returns of the partners/ proprietor may be furnished for the limited purpose of KYC.
- IV. Bank Statements of last one year for the period ending on the date of publication of NIT in case of non-assesse" for the limited purpose of KYC.



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- V. Copy of PAN card
- VI. Other supporting documents, if applicable

(Signature & Seal)
(Authorized Signatory)



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Appendix-IV**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), in favour of Food Corporation Of India, a Statutory Corporation established under the Food Corporation Act,1964, having its local office at ____ and Head Office at 16-20,Barakhamba Lane, New Delhi-110001 (hereinafter referred to as FCI).

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 the award of a Tender for Road Transport Contract at ____ (name of the Centre)

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 for Rs. ____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the Tenderer to FCI hereby undertake to pay on demand by the FCI and without demur, and without notice to the Tenderer, the said amount of Rs. ____ (Rupees ____).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of FCI, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of FCI in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. ____ (Rupees ____).
5. This Guarantee shall remain in force and effective upto ____.
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



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person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of FCI in enforcing any of the conditions of the said Tender or showing any indulgence by FCI to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by FCI.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before _____ the Surety shall be discharged from all liabilities under this Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

10. Cover message for this BG has been sent to FCI bankers i.e. ICICI Bank Ltd., 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank

(Banker's Name and Seal)



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Appendix-V**Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee (where Tenderer does not have requisite experience as stipulated in the Tender).**

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

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at ____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), in favour of Food Corporation Of India, a Statutory Corporation established under the Food Corporation Act,1964 having its local office at ____ and Head Office at 16-20, Barakhamba Lane, NewDelhi-110001 (hereinafter referred to as FCI).

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 the award of a Tender for Road Transport Contract at ____ (name of the Centre)

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 for Rs. ____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to FCI hereby undertakes to pay on demand by the FCI and without demur, and without notice to the Tenderer, the said amount of Rs. ____ (Rupees ____).
2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of FCI, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of FCI in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. ____ (Rupees ____).
5. This Guarantee shall remain in force and effective upto ____.
6. The Surety will make the payment pursuant to the Demand issued by FCI notwithstanding any dispute or disputes raised by the Tenderer against FCI, Bank or any other



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person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of FCI in enforcing any of the conditions of the said Tender or showing any indulgence by FCI to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by FCI.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under 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.

10. Cover message for this BG has been sent to FCI bankers i.e. ICICI Bank Ltd., 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS.

SIGNED AND DELIVERED

For and on behalf of above named Bank

For and on behalf of

(Banker's Name and Seal)



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APPENDIX-VIProforma of Work Experience Certificate to be produced by the Tenderers

S.N.	Name of the Client / Customer Served	Name of the Contract*	Contract Period	Product Handled	Total Value of Transportation Work /Contractperformed (inRs.)	** Financial Year Wise Break Up of the Work /Contract performed		Whether work performedsatisfactorily (Yes/No)	Remarks
						FY	Amount (inRs.)		

* The award letter of the contract is to be attached by the bidder.

** In case the experience is claimed in a financial year as per clause of Qualification Condition 3(II)(a&b).



Tenderer

PART - B
PRICE BID



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PRICE BID

From.....(Full name & address of the tenderer)

To
THE GENERAL MANAGER
FOOD CORPORATION OF INDIA
REGIONAL OFFICE, NAGALAND

Dear Sir,

1. I submit the PRICE BID of the 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, and its annexures & appendices and agree to abide by them.
3. I offer to work at the following rates inclusive of all taxes including GST.

From To Rate per MT

Yours faithfully

(Signature of tenderer)



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**SERVICE LEVEL AGREEMENT (SLA)/SPECIAL TERMS AND CONDITIONS (STC)
FOR ROAD TRANSPORT CONTRACT**

- A. All **ROAD TRANSPORT CONTRACT** related contracts placed through GeM shall be governed by the following set of Terms and Conditions:
- I. General terms and conditions for Goods and Services. (GTC)
 - II. Service-specific terms and conditions ("STC") contained in this document
 - III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer
- B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.
- C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations, and terms & conditions of all services covered as mutually understood by the stakeholders.

1. Objectives and Goal

The objective of this document is to ensure that all the terms & conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties
- Present a clear, concise, and measurable description of services offered to the Buyer
- Establish terms & conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms & conditions and have agreed to comply by the same.

2. Stakeholders

The main stakeholders associated are:

1. **Buyer:** The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms.



2. Service Provider: The Service Provider is responsible to provide all the required services promptly. The Service Provider may also include the Seller, Supplier/Bidder/Service provider, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document .

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms & deductions in case of non-adherence to the defined terms and conditions.

3. Service Scope

3.1 The Service Provider shall transport the food grains/ sugar etc. from BUYER owned / hired designated depots/ mandis/ railheads to various destinations as directed from time to time by the buyer along with such additional ancillary and incidental duties, services and operations as may be instructed by then buyer and not inconsistent with terms and conditions of this contract.

3.2 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.

3.3 No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the tender will be required to be performed.

4. Terms and Conditions

4.1 The Buyer 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 Service provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

4.2 The Buyer have the exclusive right to appoint one or more Service providers for any or all the services and to divide the work between such Service providers in any manner that the Buyer may decide and no claim shall lie against the Buyer by reason of such division of work.

4.3 If the Service provider is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Service provider s remuneration, the same will be paid at the rates as fixed by mutual agreement.



4.4 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 Buyer whose decision shall be final and binding on the Service provider.

4.5 The Service provider will have the right to represent in writing to the Buyer 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 Service provider's right in this regard will be deemed to have been waived.

4.6 All rates will be treated as firm for the period of the contract. No escalation in rates will be admissible on account of revision in diesel price or any other factor, whatsoever.

4.7 The rates for transportation of foodgrains etc. are on the basis of net weight of foodgrains.

4.8 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.

4.9 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 Buyer in all such matters shall be final.

4.10 All persons employed by the Service provider 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 service provider shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen 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 service provider or not.

4.11 Service provider 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

5. Service Provider Obligations (Duties and Responsibilities of the Service Provider)

5.1 The Service provider 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 Buyer or an officer acting on his behalf.

5.2 The Service provider shall endeavour to provide Heavy Commercial Vehicles for transportation and BUYER will also give priority to such vehicles wherever loading and



unloading facilities, weighbridges etc. are available and are compatible to undertake such operations in the Depot.

5.3 The Service provider shall transport by trucks to be arranged by him such number of bags of foodgrain etc; as may be required from day to day by the Buyer or an Officer acting on his behalf. The Service provider 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.

5.4 The Service provider shall obtain daily from the Buyer 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 Buyer, daily at the time specified.

5.5 In special cases the service provider may also be required at short notice to arrange to transport bags of food grains, sugar etc. and shall bound to comply with such requests.

5.6 The quantity mentioned in any programme given by the Buyer or any other officer acting on his behalf may be altered and the Service provider 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.

5.7 The Service provider 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 Buyer or any other officer acting on his behalf. The service provider 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 Service provider shall be present at the time of checking of the weights at the loading/unloading points etc. The Buyer will be the sole Authority for determining the quantum of the loss.

5.8 The Service provider shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Buyer against loss or damage to the foodgrains entrusted to him for transportation.

5.9 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 Service provider 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 Service provider shall be solely responsible for the same. Any



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Service provider 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.

5.10 The Service provider shall be liable for any loss/damage caused by any delay in the delivery of goods to the Buyer due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

5.11 The Service provider shall not allow any other goods to be loaded in the lorries/trucks in which the foodgrain etc. of the Buyer are loaded.

5.12 The Service provider shall periodically inform in writing the registration numbers and description of the vehicles used for the transport of the goods of the Buyer so as to facilitate checking of the vehicles by the Buyer.

5.13 In accordance with the Government of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles flying over National Highways, the Service provider shall ensure that the toll is paid electronically through pre-paid tag affixed from the wind screen of the vehicles deployed for Buyer duty which would enable seamless travel through dedicated lanes installed with tag readers and facilitate adoption of cashless system and produce proof of sale as and when demanded by Buyer.

5.14 The service provider shall give an undertaking agreeing to abide by the section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Service provider shall also submit necessary documents of registration etc. to the Buyer.

5.15 GPS for trucks/vehicles

(i) Service provider shall mandatorily provide trucks/vehicles fitted with GPS device confirming to AIS-140 or as decided by BUYER from time to time at his own cost.

(ii) The service provider shall abide the instructions of BUYER for connecting the GPS of the trucks supplied by him to any online system advised by BUYER.

5.16 All trucks/vehicles being used by service providers for movement of foodgrains should be registered on "VAHAN" (www.vahan.nic.in) National Registered E- service, Ministry of Road Transport and Highways, Govt. of India.

6. Payment Schedule

Payment schedule to be as per payment terms specified in the bid document/Schedule of Rates by the Buyer.

7. Deduction/ Liability of Service provider for losses etc. suffered by Buyer:-

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7.1 The Service provider shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Buyer due to the Service provider's negligence and unworkman 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 Buyer, or in particular to any property or plant belonging to the Buyer, due to any act, whether negligent or otherwise, of the Service provider or his employees. The decision of the Buyer regarding such failure of the Service provider and their liability for the losses, etc. suffered by the Buyer, and the quantification of such losses, shall be final and binding on the Service provider. The expression „the expenses suffered or incurred“ also includes demurrage, wharfage etc.”

7.2 In the event of failure of the Service provider to provide the number of trucks per day as indented by the Buyer, the service provider will be liable to pay the Buyer Liquidated Damages @ Rs.500/- (Five Hundred only) per truck per day for distances upto 150 KMs and Rs. 1000/- per truck per day for distances beyond 150 KMs. which the parties to the contract having agreed to as a reasonable estimate of the losses to the Buyer arising on account of such failure.

7.3 The Service provider 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 service provider 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 Buyer without prejudice to any other right or remedies under the contract and law.

7.4 In respect of any shortage, wastage, loss or damages to the goods in transit, the Service provider is liable to pay to the Buyer 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 Buyer (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 Service provider'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 Buyer 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 BUYER to initiate civil/criminal proceedings against the defaulting Service providers wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Service providers or their representatives/employees.

7.5 Recovery of losses suffered by the Buyer



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The Buyer 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 Service provider 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 Service providers under this, or any other, Contract with the Buyer. In the event of the sum which may be due from the Service provider as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Service providers as aforesaid shall be deducted from the Security Deposit, furnished by the service provider as specified in Clause IX. Should this sum also be not sufficient to cover the full amount claimed by the Buyer, the Service provider shall pay to the Buyer on demand the remaining balance of the aforesaid sum claimed.

7.6 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 service provider, the Buyer shall have the rights to forfeit the entire or part of the amount of Security Deposit of the service provider 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 Buyer.

8. Summary termination of the Contract

8.1 In the event of the service providers 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 Buyer 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 service providers and to claim from the service providers any resultant loss sustained or cost incurred.

8.2 The Buyer 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 service providers 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 Buyer due to the service provider's negligence or unworkman like performance of any of the services under the contract.

8.3 The service providers 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 Buyer or an officer acting on his behalf. If the service providers fail to supply the requisite number of labour& trucks the Buyer 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 service providers, who shall be liable to make good to the Buyer all additional charges, expenses, costs or losses that the Buyer may incur or suffer hereby. The service



providers shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Buyer shall be final and binding on the service providers.



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