

क्रम सं/SL. NO.**सत्य प्रतिलिपि / ORIGINAL****अहस्तांतरणीय / NOT TRANSFERABLE****द्वितीय प्रतिलिपि / DUPLICATE****ई-निविदा/ई-अधिप्राप्ति E-TENDERING / E-PROCUREMENT**

भारतीय खाद्य निगम
FOOD CORPORATION OF INDIA
क्षेत्रीय कार्यालय: हैदराबाद
REGIONAL OFFICE: HYDERABAD

बी एस सी चेरलापल्ली में आंतरिक परिवहन निविदा
INTERNAL TRANSPORT CONTRACT AT BSC CHERLAPALLY

निविदा प्रारूप / TENDER FORM

भाग - ए / PART- A

तकनीकी बोली
TECHNICAL BID

दो बोली प्रणाली के अंतर्गत
UNDER TWO BID SYSTEM

GENERAL MANAGER (REGION)

TENDERER

**THIS DOCUMENT IS NOT TRANSFERABLE. THE TENDER IS ISSUED IN DUPLICATE:
(ONE COPY SHALL BE RETAINED BY THE TENDERER)**

Cost of tender form = Rs.590/- (Rupees Five Hundred and Ninety Only) has to be paid online to the following A/C details

खाते सं./Account No.	आईएफएससी कोड/ IFSC code	बैंक शाखा/Bank Branch	एमआईसीआर कोड MICR Code
10261614088	SBIN0007315	State Bank of India SAIFABAD, HYD	500002034

The details of transaction ID (Reference Id) for Earnest Money and Cost of tender form paid has to be scanned and uploaded in PDF format only

FOOD CORPORATION OF INDIA REGIONAL OFFICE: HYDERABAD

**INVITATION OF TENDER AND INSTRUCTIONS TO TENDERERS FOR
APPOINTMENT OF INTERNAL TRANSPORT CONTRACTOR AT BSC CHERLAPALLY**

TENDER SERIAL NO.:

A. Last date for online submission of tender up to **3.00 PM** on **25.05.2019**

B. Tender to be opened online on **27.05.2019** at **11:00 AM**

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring bidders/suppliers who have not enrolled /registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure-A** regarding '**Instructions for online Bid Submission**'.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.

C. Tender to remain open for acceptance up to and inclusive of **26.06.2019**

NOTE :

1. The General Manager, Food Corporation of India Hyderabad may at his discretion, extend this day by 30 (Thirty) days and such extension shall be binding on the tenderers.
2. If the date up to which the tender is open for acceptance is declared to be a closed holiday/Sunday, the tender shall be deemed to remain open for acceptance till the next following working day.
3. No negotiations will be conducted with any of the bidders who participate in the Tenders.
4. GST Registration of the firms for participating in the tender is mandatory.



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Invitation to Tender

FROM:
The General Manager,
Food Corporation of India
Regional Office, Hyderabad

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, HYDERABAD, AP Region invites Tenders online UNDER TWO BID SYSTEM at Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) for appointment of contractor for loading/unloading/handling and transport of food grains and allied material etc.; in and around **BSC CHERLAPALLY** for a period of 2 years from **the date of appointment or as may be decided.**

Pre-bid meeting: FCI will be holding a pre-bid meeting at Food Corporation of India, Regional Office **HYDERABAD on 10.05.2019 at 3:00 PM.** Interested prospective bidders or their authorized representatives who wish to participate in the Tender enquiry may participate and seek any clarifications. FCI reserves the right to make any alterations in the **bid** document based on the suggestions/decisions arrived at the pre-bid meeting.

Food Corporation of India reserves the right to cancel the tender enquiry at any stage without assigning any reason.



महा प्रबंधक (क्षेत्र) के हस्ताक्षर
Signature of General Manager (R)

GENERAL INFORMATION TO TENDERERS**1. Place of Operation:**

The words in and around **BSC CHERLAPALLY** shall mean and include the area comprised within a radius of 60 Kilometer(s) from the Municipal Office/Railway Goodshed/Siding/Food Storage Point(s) at **BSC CHERLAPALLY**. The Food Storage Points consist of the following group of godowns

Existing Godowns

(I) Godowns served by Railway siding Estimated storage capacity (M. Tonnes)

a) **BSC CHERLAPALLY** comprising
_____ Sheds/godowns 1,00,000 MTs
(Or any future godowns/sheds
constructed/added) normally served
from Railway Siding

b) _____ comprising
_____ sheds/godowns



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(Or any future godown/Sheds constructed/added) normally served from
Railway Siding.

c) _____ comprising
_____ sheds/godowns
(Or any future godowns/ sheds constructed/added)
Normally served from _____
Railway Siding. -----
योग / Total 1,00,000 MTs

(II) Godowns situated at a considerable
Distance from the Railway siding
In the same premises requiring the use of trucks for carrying bags

a).....Comprising ----- sheds/godowns
(or any future sheds/godowns constructed/added)
from.....Railway siding
requiring use of trucks for carrying bags

b) -----Comprising
-----sheds/godowns
(or any future sheds/godowns
constructed/added)requiring use of trucks
for carrying bags
from..... Railway siding

c)Comprising
.....sheds/godowns
(or any future sheds/godowns
.....
constructed/added)requiring use of
trucks for carrying bags from.....
Railway Siding -----

कुल / Total: -----

1,00,000 MTs

Grand total Items 1 and 2 above

योग / Total:-----

Godowns expected to be constructed/ acquired during the proposed contract period:

(I)..... Comprising
.....sheds/godowns
(or any future sheds/godowns
constructed/added) normally served from
-----Railway Siding.

(II)Comprising
.....sheds/godowns
(or any future sheds/godowns
Constructed / added) requiring use of Trucks
for carrying bags from -----Railway Siding.

(III)Comprising
.....sheds/godowns
(or any future sheds/godowns
constructed/added) normally served from
-----Railway Station.

NOTE : Not withstanding the number and storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in these documents or out of those, which are constructed/ acquired later during the pendency of the contract. In such



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an event the contract shall not be rendered invalid and the contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise due to increase/decrease in the number of godowns or the storage capacity of the godowns.

2. Weight of the stocks may be obtained through Lorry Weigh Bridge.

3. On receipt of Non-standard and standard bags cent percent weighment is done through Lorry Weigh Bridge.

4. The particulars given above are intended merely to help the tenderers to form their own idea of the approximate quantum of work involved in this contract. The tenderers must acquaint themselves fully with the size and location of godowns vis-à-vis loading/unloading points. They are warned not to rely on the particulars given in the notes above. No guarantee is given that all the items of work shown above will be required to be performed. The successful tenderers 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.

2 A. Object of the Contract:

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

B. Brief description of work:

(I) Transportation of foodgrains from Siding to Corporation Godowns or vice/versa or transporting them from one place to any other place in & around **BSC CHERLAPALLY** (Elaborate description of service given in CL.XIX of Annexure terms & conditions).

(II) The tenderers must get themselves fully acquainted with the size and location of godowns vis- a- vis loading/unloading points before submission of tender. Once a tender is submitted by a party, he shall be deemed to have fully acquainted himself with the size and location of godowns vis- a- vis loading/unloading points and he shall not be entitled to any compensation arising out of any discrepancy in the size and location of godowns/group of godowns found later on, or on the ground that the workers employed by him are demanding higher rates of wages.

The services required to be performed under the contract have been categorized in two parts, viz. Part I – Receipts/Dispatch Deliveries and Part II other services. Tenderers are required to quote for all the services covered by the two parts detailed in CL. XIX of the Annexure containing the terms and conditions in the tender form annexed as PRICE BID. In case of the rates are quoted in a manner other than mentioned above, the tenders are liable to be ignored. The Tenderers should not incorporate any condition in the tenders as conditional tenders will be summarily rejected.

C. Volume of work:

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

The contract, if any, which may arise from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/general information to the tenderer and as given in the annexure and appendices to this tender.

3. Qualification conditions for Tender:

(I) Tenderer should have experience of Transportation duly obtained from Manufacturer/PSU/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in

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the field of Fertilizer, Food grains, Cement, Sugar, Coarse grains or **any other** commodity. Tenderer should have executed in any of the immediate preceding five years the work of value:

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

OR

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

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

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

(III) Where the estimated contract value of Handling & Transport Contract is less than **Rupees Five Crores**, 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 SBI Bank or Its Associate Banks or the other Public Sector Banks will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-IV of Annexure-I.

(IV) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

(V) Wherever Copy of Sales Tax/VAT/Service Tax registration certificate is required in place of that the Copy of Goods and Service tax registration certificate is required.

4. Disqualification Conditions.

(I) Tenderers who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of **blacklisting/debarment**, whichever is earlier.

(II) Any Tenderer whose contract with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

(IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.

(VI) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

(VII) Tenderer/ Bidder who is blacklisted by the GST authorities.

5. Instructions for submitting Tender

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



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(a) The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix-I** and also furnish full, precise and accurate details in respect of information asked for in **Appendix-II** attached to the form of tender. The filled and signed Appendices I and II are to be scanned and uploaded at the space/packet provided in the e-procurement system. Detailed instructions to bidder are available at Annex – A of MTF. Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids through e-procure portal.

(b) Signing of Tender

- (i) The authorized signatory shall possess Digital Signature Card(DSC) for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc. of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the company.
- (ii) The Digital Signature Card(DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the the Digital Signature Card(DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Corporation under the law. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of the contract.
- (iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person. 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. 58,000/- (Rupees Fifty Eight Thousand only) which must be submitted electronically through NEFT/RTGS/other electronic means only to the following A/C Details.**

खाते सं./Account No.	आईएफएससी कोड/ IFSC code	बैंक शाखा/Bank Branch	एमआईसीआर कोड MICR Code
10261614088	SBIN0007315	State Bank of India SAIFABAD, HYD	500002034

The details of transaction ID (Reference Id) for Earnest Money paid has to be scanned and uploaded in PDF format only

In case of NEFT/RTGS/other electronically 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 case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, **or any of the information furnished by**



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

- (ii) **The Earnest Money will be returned to all unsuccessful tenderers with in a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.**
- (iii) **The amount of Rs. 590/- (Rupees Five Hundred and Ninety only) inclusive of taxes, has to be paid by tenderer electronically towards tender document fee as done in case of EMD and the deposit of tender document fee will have to be done along with EMD.**
- (iv) **MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.**

7. Security Deposit:-

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

- (a) A sum equivalent to 5% of the value of the Contract of **Rs. 1,45,000/- (Rupees One Lakh Forty Five Thousand only)** in the form of demand draft or Pay Order issued by a scheduled bank or through **Electronic Clearing System (ECS)/ other electronic means** in favor of the General Manager, Food Corporation of India. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the rate of 10 (ten)per cent from the admitted bills. The Security Deposit shall not earn any interest.
- (b) Another sum equivalent to 10% of the value of contract, of **Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only)** in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all urban/rural/ State Cooperative Banks and Gramin Banks) in the format prescribed in Appendix-III which shall be enforceable till six months after the expiry of the contract period.
- (c) If applicable, an additional sum equivalent to 10% of the value of the contract of **Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only)** (in addition to a & b above), in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all urban/rural/ State Cooperative Banks and Gramin Banks) in the format



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prescribed in Appendix-IV 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 whole amount of the Security Deposit and another 15 Working days with levy of penalty @ 2% on the whole amount of the Security Deposit by General Manager (Region).

(iii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Corporation will not be liable for payment of any interest on the Security Deposit.

(iv) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of **five years**. After the completion of prescribed period of **five years**, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

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

8. Submission of Tender

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

(b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price Bid as per Appendix VI provided in Part-B, has to be scanned, encrypted and uploaded at the requisite places in the e-procurement system

(c) The envelope/packet in online containing the **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 e-procurement portal.

(ii) Earnest Money Deposit details along with receipt if any.

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

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

(e) Tenders should be uploaded/ submitted through e-procurement at <https://eprocure.gov.in/eprocure/app.Manual bids/Hard copy of the tender documents will not be accepted.> **However the successful tenderer will have to submit the original hard copy of MTF duly signed on** each page of MTF along with 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 contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.

(f) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format.. Any alteration, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.

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(g) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed may be ignored.

(h) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.

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

9. Opening of tenders

The Technical Bid will be opened first, in the Office of the Food Corporation of India, Regional Office HYDERABAD 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 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 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/bid 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 and does not bind it to accept the lowest or any tender. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

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

13. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/ incorrect at any stage, Food Corporation of India shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

14. Terms for Micro & Small Enterprises :

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

(II) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).

(III) MSEs who are interested in availing themselves of these benefits and preferential 'treatment, will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

(i) District Industries Centers

(ii) Khadi and Village Industries Commission

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- (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- (IV) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (V) The benefits as stated above to MSE, shall be available for goods/services produced and provided by MSMEs for which they are registered
- (VI) In case the MSE does not fulfill the criteria at Sr. No III, IV and V above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- (a) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Food Corporation of India works for the next 05 (Five) years.
- (b) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only."

ANNEXURE - I

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR INTERNAL TRANSPORT AT BSC CHERLAPALLY

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/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.



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- (vi) The term 'Godowns' shall mean and include the Food Corporation Depots/ Godowns/Silos belonging to or in occupation of the Corporation at any time and shall also mean and include open platform/plinth built or constructed for storage of Foodgrains inside or outside the owned/hired depot/silos premises.
- (vii) The term 'Foodgrains' shall mean and include any item of foodgrains & its products, Coarse grains, Fertilizers, Sugar and ground nut etc.
- (viii) The term 'Services' shall mean performance of any of the items of work enumerated in scheduled of services as elaborated in Clause XIX herein including such auxiliary, additional and incidental duties, services and operations 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 drawn vehicles.

II. Parties to the Contract:

- (a) The Parties to the contract are the 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 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 or any officer so authorized and acting on his behalf.

III. Constitution of Contractor:

- (a) Contractor/s shall, in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- (b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- (c) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

IV. Subletting:

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

V. Relationship with third parties :

All transactions between the contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The contractor shall also undertake to make the third parties fully aware of the position aforesaid.

VI. Liability for Personnel:

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

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Corporation against all the claims whatsoever in respect of **his** personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

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

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any dis-favour 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 issue of 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 Contractor shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Region) under this clause shall be final, conclusive and binding on the Contractor.

IX. Security Deposit:

(a) The successful Tenderer shall furnish within fifteen 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 of **Rs. 1,45,000/- (Rupees One Lakh Forty Five Thousand only)** in the form of Demand Draft or Pay Order issued by a scheduled bank or through Electronic Clearing System(ECS)/ Other Electronic Means in favor of the General Manager, Food Corporation of India Hyderabad. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the rate of 10 (ten) per cent from the admitted bills. The Security Deposit shall not earn any interest.

(ii) Another sum equivalent to 10% of the value of Contract **Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only)** in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all urban/rural/ State Cooperative Banks and Gramin Banks) in the format prescribed in Appendix-III which shall be enforceable till six months after the expiry of the contract period.

(iii) If applicable, an additional sum equivalent to 10% of the value of Contract of **Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only)** (in addition to i & ii above), in terms of the undertaking provided by the Tenderer (without experience) for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all urban/rural/ State Cooperative 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.

(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 whole amount of the Security Deposit and another 15 Working days with levy of penalty @ 2% on the whole amount of the Security Deposit by General Manager (Region).

(c) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of "No Due Certificate" from the concerned authority designated under EPF and MP Act 1952 showing due and

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correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a "No Demand Certificate" from the assigned authority of Food Corporation of India, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Food Corporation of India against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Security Deposit.

(d) The General Manager shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation. The decision of 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 Contractor shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

(f) In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

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

(a) The contractor shall be liable for all costs, damages, demurrages, wharfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the Corporation due to any act whether negligent or otherwise of the contractor themselves or his employees. The decision of the General Manager regarding such failure of the contractor and his liability for the losses, etc. suffered by Corporation, and the quantification of such losses, shall be final and binding on the contractor.

(b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to contractor's negligence and un-workmanlike performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractor under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

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

(d) The Contractor shall be responsible for the safety of the goods from the time they are loaded on his trucks from Railway Goods shed or siding Godowns, until they have been unloaded from his trucks at godowns or at other trucks or vice-versa, so as to avoid loss of grain, etc. through the holes /crevices in the decks of the trucks. He shall deliver the number of bags and the weight of foodgrains, fertilizers/sugar/groundnut/any other food

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product etc. received by him and loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The General Manager will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractor for such loss and the amount to be recovered from him. The decision of the General Manager in this regard shall be final and binding on the contractor.

(e) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of 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.

XI. Summary Termination:

(a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the General Manager shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred by the corporation.

(b) The General Manager shall also have without prejudice to other rights and remedies, the right, in the event of breach by the contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and / or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkman-like performance of any of the services under the contract.

(c) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the General Manager or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour scales and trucks/carts, the General Manager shall at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks/carts, etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the General Manager shall be final and binding on the contractor.

(d) FCI reserves the right to forthwith cancel any supplies under this contract if the tenderer/bidder is blacklisted by the GST Authorities.

XII Set Off:

(a) 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.

(b) 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 the service provider.



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XIII. 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 account books, account vouchers, receipts, letters, memorandum or writings 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 General Manager on the question of relevancy of any documents, information or return shall be final and binding on the contractor. The contractor shall produce the required documents, information and returns at such time and place as may be directed by the General Manager.

XIV. Volume of Work:-

(a) Subject as 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 confirm a right on 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 at any time viz., at the time of award of the contract and/or during the tenure of contract for any or all the services and to divide the work as 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 those specifically provided for in the contract and the annexed schedule of contract, the remuneration for the same will be paid at the rates as negotiated and 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 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 (R), that a particular service which he is being called upon to perform is not covered by any of the services specifically provided for in the contract, or is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

NOTE :-

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

XV. Remuneration: -

(a) The contractor shall be paid the remunerations in respect of the services described in Tender and performed by him at the contract rate.

XVI. PAYMENT:-

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(a) Payment will be made by the concerned General Manager/Area Manager of the Food Corporation of India on submission of bills, in triplicate duly supported by consignee receipts/or work certificate issued by the General Manager or an officer acting on his behalf as the case may be.

(b) The contractor should submit all the bills not later than 2 months from the date of expiry of the contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills, the contractor is advised to submit his bills weekly/fortnightly/monthly.

(c) The corporation shall not be liable for payment of any interest on any bill outstanding for payment.

(d) The contractor should provide, within 7(seven) days of the joining of work, the Bank Account details to which all payments due to him from the FCI can be transferred electronically through RTGS/NEFT.

(e) The tenderer/bidder shall ensure that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI. FCI reserves the right to release the payment of GST amount only post matching of the invoices in the GSTN System.

(f) This shall be ensured by the tenderer/bidder that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

XVII. Force Majeure

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

XVIII. Laws Governing The Contract & Dispute Resolution:-

(a) The contract will be governed by the laws of India for the time being in force.

(b) In case of any 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. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction.

XIX. Services to be performed by the Contractor:-

Note :-

(A) Godowns in and around under the purview of this contract are as under:-

i) Godowns served by the Railway Siding:-

a) Group of godowns comprising _____ sheds (or any further sheds/godowns constructed or added) normally served from Railway Siding at **CHERLAPALLY** known as **FCI BSC CHERLAPALLY** godowns.

b) Group of godowns comprising sheds (or any future_____)

c) Group of godowns comprising sheds (or any further sheds etc._____)

ii) Godowns situated at a considerable distance from the Railway Siding in the same premises requiring the use of trucks for carrying bags:-

a) Group of godowns comprising sheds (or any future sheds constructed or added) requiring the use of trucks for carrying the foodgrains bags from _____ Railway Siding at _____ known as _____ godowns.

b) Group of godowns comprising sheds (or any future.....)



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c) Group of godowns comprising sheds (or any future etc)

iii) Godowns served by Railway Station:-

a) Group of godowns comprising..... sheds (or any future sheds/Godowns constructed or added normally served from CHERLAPALLY Railway Station known as BSC CHERLAPALLY godowns.

b) Group of godowns comprising sheds (or any future.....)

c) Group of godowns comprising sheds (or any future etc.)

Note :- Notwithstanding the number of storage capacity of the existing godowns and those expected to be constructed/acquired during the contract period, the description of which is given in the tender, the Corporation may during the currency of the contract, take over/acquire/construct more godowns for storage as and when necessary. Alternatively it may also be necessary for the Corporation to give up or release one or more godowns out of those, description of which is given in these documents or out of those which are constructed or acquired later, during the **currency** of the contract.

In such an event the contract shall not be rendered void and contractor shall be bound to perform all the services/duties and execute all the works as per terms and conditions and rates of the contract and he shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in the number of the godowns or the storage capacity of the godowns.

B) For purposes of transport of foodgrains in this contract use of animal drawn carts in place of trucks will not be allowed unless the General Manager, in his sole discretion, specifically permits such use in writing. Such use of animal drawn carts if permitted by the General Manager shall be at 25 per cent less than the contract rates for trucks.

SERVICES **PART-I**

Annexure- A

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email Address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.



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5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the transaction No. (UTR No.) at appropriate place.
4. Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD/tender fee should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is



to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

ASSISTANCE TO BIDDERS

1. The time for seeking clarification and giving and giving replies may be specified by RO concerned preferably it should be before closing of the time of bids. The queries and replies will be submitted by e-mail only at the e-mail ID indicated in the MTF. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

FOR STOCKS RECEIVED AT RAILWAY SIDING OR FOR STOCKS DELIVERED TO RECEIPIENTS.

1. CARRYING BY MEANS OF TRUCKS FROM RAILWAY SIDING TO THE GODOWNS OR VICE VERSA THROUGH LORRY WEIGH BRIDGE:

The contractor shall as and when required by the General Manager or an Officer acting on his behalf use trucks for carrying bags of foodgrains from the godowns to the Railway Siding or from the Railway Siding to the godowns through Lorry Weigh Bridge which are situated in the same premises but at a considerable distance from the Railway Siding. The Contractor shall be entitled for remuneration under this item for godowns which are indicated in the tender. If, however, any Shed/Godowns constructed or added during the currency of the contract require the use of trucks for such services as provided herein, the use of trucks in such cases shall be specifically permitted by the General Manager or an Officer acting on his behalf whose decision shall be final and binding on the contractor.

OTHER SERVICES

PART -II

1. SUPPLY OF TRUCKS FOR WARAFERI WITH TWO WARNERS



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The Contractor shall, whenever required by the General Manager or an officer acting on his behalf, supply one or more trucks for warfare with two warners for full day or half day for transporting foodgrains from one godown to another or for miscellaneous transport operations. The charges for supply of trucks shall be deemed to include the charges for the supply of two warner and no separate remuneration shall be paid thereof.

2. CONTRACTOR TO ENSURE COMPLIANCE OF ORDERS

It shall be the responsibility of the contractor to follow the directions of the GM (R) or an officer acting on his behalf to undertake the following services:-

1. Shifting / transfer of filled bags with grains etc. from one truck / vehicle to another truck /vehicle.

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

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

1. The contractor shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
2. The contractor shall engage competent and adequate staff and labour to the satisfaction of the General Manager or an officer acting on his behalf for ensuring efficient handling and transport of foodgrains etc. and furnishing correct and upto date position/information/progress of work statement and accounts. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, his servants or agents or representatives. The General Manager shall have the right to ask for the dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc; of the contractor, his servants or agents or representatives shall be final and binding on the contractor.
3. The contractor shall intimate the General Manager and/or Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on his behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the office of the General Manager or an officer acting on his behalf every day and generally to remain in touch with them to obtain information about the programme of arrivals and dispatches to various recipients and other godowns activities and to report the progress of loading/unloading/transport work, etc and generally to take instructions in the matter.
4. The contractor shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains etc; during the loading/unloading of trucks/carts / wagons/any other transport vehicle at Godowns or any other loading/unloading point. The contractor shall be liable for any loss which the Corporation may suffer on account of the



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bags. The decision of the General Manager regarding such loss shall be final and binding on the contractor.

5. The contractor shall provide sufficient number of tarpaulins for each truck/cart/any other transport vehicle to cover the bags of foodgrains etc. during the rains and shall be responsible, if the foodgrains etc; are damaged by rain through his (contractor) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the General Manager in this matter shall be final and binding on the contractor.

6. The contractor shall provide his own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts/wagons or stacking. No filled bags (with grains etc.) shall be used in the operation.

7. The contractor shall ensure that his workers do not use large hooks for handling foodgrains bags or any hook for handling flour, sugar and fertilizer bags at any stage. The use of hooks other than those approved by the General Manager, or an Officer acting on his behalf, for foodgrains or flour, sugar and fertilizer will render the contract liable to cancellation. The contractor shall also be liable to make good to Corporation any losses caused by the use of unauthorized hooks. The decision of the General Manager regarding such losses shall be final and binding on the contractor. The contractor shall supply small regulation size hooks approved by the General Manager to their workers for handling foodgrains bags.

8. The contractor shall obtain from the General Manager or an officer acting on his behalf, particulars of consignments expected to be received and/ or proposed to be despatched from/at godowns/railheads as the case may be. In case of receipt of foodgrains etc; the contractor shall collect the relevant railway receipts and arrange to take delivery of consignment within the free time allowed by the Railways. If the railways receipts for a particular consignment are not available, the contractor shall take delivery on indemnity bond. In special cases, the contractor shall be required to take delivery or arrange despatch of consignments of foodgrains etc; at short notice and he shall be bound to comply with such requests.

9. The contractor shall keep a complete and accurate record/account of number of bags unloaded from each wagon.

10. The contractor shall strictly abide by all rules and regulations of Railways and Police/Municipal authorities.

11. The contractor shall be responsible for the safety of the goods while in transit in his trucks / carts/ any other transport vehicles and for delivery of quantity dispatched from the Railhead/Godowns etc; as the case may be to the destination or to the recipients to whom the grain etc; is required to be transported by the contractor. He shall provide tarpaulins on the decks of the trucks, so as to avoid loss of the grain etc; through the holes/crevices in the decks of the trucks. He shall also exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in his trucks/carts/any other transport vehicles. He shall deliver the number of bags and the weight of foodgrains, fertilizers; etc; received by him and loaded on his trucks. The contractor shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit **at twice the average acquisition cost** as applicable from time to time for all foodgrains and commodities other than sugar and **thrice the average acquisition cost** as applicable from time to time in respect of sugar except when General Manager (Region) (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the scales, gain or loss in moisture or other causes beyond the contractor's control. Such recovery shall be effected without prejudice to the right of FCI to initiate civil/ criminal proceedings against the defaulting contractor wherever it is suspected that the shortages/losses occurred due to deliberate/ willful omission, theft, misappropriation, irregularities etc. committed by the contractor or his representatives/employees.

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12. The contractor shall be responsible for performing all or any of the services detailed in and arising out of this contract also at night without any additional remuneration whenever required by the General Manager or an Officer acting on his behalf.

13. The contractor shall make its own lighting arrangements for working at night or day time as per the requirement for loading/unloading/transport operations etc.

14. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage; wharfage etc; and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the contractor himself or his employees. The decision of the General Manager regarding such failure of the contractor and his liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.

15. The contractor shall display prominently on his trucks two or more signboards as prescribed by the Corporation painted in black and in white indicating that the stocks carried therein belong to the Food Corporation of India. No extra remuneration, whatsoever will be payable for displaying such signboards. The General Manager or an officer acting on his behalf shall have the right to disallow loading of any truck with FCI stocks if the contractor do not display prominently the sign boards of the aforesaid type.

16. 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.

17. 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.

XXI. Sale/Outward Supply

FCI shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.



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Appendix-I

FORWARDING LETTER

Recent
photograph of
tenderer

From (Full name & address of the tenderer)

To,
THE GENERAL MANAGER
FOOD CORPORATION OF INDIA
REGIONAL OFFICE: HYDERABAD 500 004.

Dear Sir,

1. I submit the e-Tender for appointment of Internal Transport Contractor at **BSC CHERLAPALLY** 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 **26.06.2019** and to the extension of the said date by 30 days in case it is so decided by the General Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.

4. I have deposited EMD and tender document fee of **Rs. 58,000 /- (Rupees Fifty Eight Thousand only) and Rs.590/- (Rupees Five Hundred and Ninety only) respectively through NEFT/RTGS/Other Electronic means vide UTR No. _____ in the bank Account No. _____ Bank/Branch _____ as mentioned in the tender document.**

5. I hereby undertake to furnish an additional performance guarantee in the form of bank guarantee of 10% of the contract value from State Bank of India or any of its associate banks or by any other public sector bank which shall be valid and enforceable till six months after the expiry of the contract period (For tenderers without having the requisite experience) in addition to Security Deposit in the form of Bank Draft or Pay order or through ECS and Bank Guarantee.

6. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

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



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OR

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

(*) (Strike out whatever is not applicable) /

8. I hereby declare that no contract entered into by me, my Firm/Company with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

9. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.

10. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

11. I/We hereby declare that my/our firm/company is not blacklisted by GST authorities.

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

(Signature of tenderer)



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APPENDIX-II**(Reference para 5 (a) of General Information to Tenderers)**

(TO BE FILLED IN BY THE TENDERER)

1	Name, 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 the Business (along with copy of PAN Card)	
5	Details of goods(along with HSN CODE/Excise classification) being/ to be supplied to our organisation	
6	Details of services (along with HSN Code) being/ to be supplied to our organisation	
7	Following details for each supplying State (from which material/ services is being or proposed to be supplied to us.) (refer comments) a) Nature of the tenderer (SEZ unit / SEZ developer / STPI unit / Normal entity / Foreign entity). b) category of tenderer (normal registered/ registered under composition / un-registered / located outside INDIA) c) Address d) State Code (code as prescribed under GST) e) Latest contact Number f) Latest fax no (if any) g) latest email id h) GSTIN allotted by the Govt along with registration certificate if available i) Effective date of registration	

List of Documents Attached

1. Forwarding Letter.
2. All supporting documents except tender document have to be signed, scanned and uploaded in Technical Bid. Price Bid has to be scanned and uploaded at the requisite places in the e-procurement system.
3. List of documents enclosed

S.No	Particulars	Whether Submitted
1.	All the Annexures & Appendices of MTF duly signed on each page by the tender.	Yes/No
2.	Copy of payment of Earnest Money Deposit and Cost of Tender Form	Yes/No
3.	Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/By-laws/ Certificate of Registration etc. as applicable	Yes/No
4.	Power of Attorney of person signing the tender.	Yes/No
5.	Experience Certificate and details thereof	Yes/No
6.	Duly audited P&L account and Balance Sheet of relevant completed years for which experience certificate has been submitted by the tenderer.	Yes/No
7.	Copy of Income Tax Return / PAN Card	Yes/No
8.	Undertaking submitted as per clause No. XX(17)	Yes/No
9.	Copy of EPF Code Number and Proof of Deposit of EPF for the relevant Experience period, if applicable.	Yes/No
10.	Copy of GST Registration Certificate	Yes/No

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

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



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APPENDIX-III**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 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 Handling & 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 person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of FCI in enforcing any of the conditions of the said Tender or showing any indulgence by FCI to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by FCI.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the surety in writing on or before _____ the Surety shall be discharged from all liabilities under this Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this Deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED
For and on behalf of above named Bank

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



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APPENDIX – IV**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 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 Handling & 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 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.

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-V**Proforma of Work Experience Certificate to be produced by the Tenderer**

S l . N o	Name of the Client /Custo mer Served	Nature of the work/ Contract executed	Contr act Perio d	Product Transpor ted	Volum e Of Work Trans ported	Total Value Of work/ Contract executed	Financial year wise Breakup of the work/Contract executed		Whether work executed satisfactoril y (Yes/No)	Remarks
							FY	Amount		

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.



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TENDERER

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

Sub: Acceptance of Terms and 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 website(s) namely: _____ as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) 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.

Yours Faithfully,

(Signature of the bidder, with Official seal)



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