Sub: Modifications/Amendments in the existing Handling & Transport Contract (H&TC) MTF and Road Transport Contract (RTC) MTF reg.

Sir,

Please refer to the subject cited. Various references/requests have been received from field offices for modification/amendments in the existing clauses of H&TC and RTC MTFs due to operational difficulties faced by them. The same have been examined and after due concurrence of Finance and Legal Divisions, Competent Authority has approved following modifications/amendments in the H&TC and RTC MTF as well as inclusion of new clause as per following details:

<table>
<thead>
<tr>
<th>Modifications/amendments in the H&amp;TC MTF</th>
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<td><strong>SL No.</strong></td>
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<td>3.(III) Qualification conditions for Tender</td>
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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 ‘Scheduled Commercial Bank’ notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) will be given, if selected. The format of the Bank Guarantee to be provided in such cases is at Appendix-V of Annexure-I.

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A sum equivalent to 5% of the value of the Contract in the form of demand draft or Pay Order issued by a scheduled bank or through Electronic Clearing System (ECS)/ other electronic means in favour of the General Manager, Food Corporation of India. The contractor at his option may deposit 50 (fifty) percent of this amount within fifteen working days of acceptance of his tender while the balance 50 (fifty) percent may be paid by the contractor by deductions at the contract to be awarded, in different contracts

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3.(III) Qualification conditions for Tender

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

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4. **General Information to tenderers**

7. (iv) **Security Deposit**

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.

General Information to tenderers

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In the event of the Tenderer’s failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 7(i)a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only), his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years the party may be allowed to participate in the future tenders of FCI provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

5. **TERMS AND CONDITIONS GOVERNING CONTRACTS**

(Annexure - I)

IX. **Security Deposit:**

(i) A sum equivalent to 5% of the value of the Contract in the form of Demand Draft or Pay Order issued by a scheduled bank or through Electronic Clearing System(ECS)/ Other Electronic Means in favour of Food Corporation of India. The contractor at his option may deposit 50 (fifty) percent
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TERMS AND CONDITIONS GOVERNING CONTRACTS (Annexure - I)

IX Security Deposit

(f) 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.

TERMS AND CONDITIONS GOVERNING CONTRACTS (Annexure - I)

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7. General Information to tenderers

14. ‘Terms for Micro & Small Enterprises’

(VI) (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.

8. General Information to tenderers

(New clause to be added)

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(VII) If after award of contract, MSME resile to accept the offer then Corporation, alongwith taking other actions allowed under different clauses, will take-up with MSME Authorities for cancellation of their License.

9. TERMS AND CONDITIONS GOVERNING CONTRACTS

(Annexure - I)

IX.(e) Security Deposit:

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 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

TERMS AND CONDITIONS GOVERNING CONTRACTS (Annexure - I)

IX.(e) Security Deposit:

Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of “Compliance Certificate/No Due Certificate” from the concerned authority designated under EPF and MP Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a “No Demand Certificate” from
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.

10. Document no. 4 of Appendix-II

4. Duly audited P&L account and Balance Sheet of relevant completed years for which experience certificate has been submitted by the tenderer.

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

Yes/No

Document no. 4 of Appendix-II

4. Duly audited P & L Account and Balance sheet for preceding 3 financial years. For immediate preceding financial year, in case the tender submission date is before the due date for finalisation of accounts as per law, financial statements for previous 3 years (prior to the immediate financial year) shall be submitted.

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Yes/No
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   (New clause to be added)
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8. **APPENDIX-III**
   Document No.  

   4. Duly audited P&L account and Balance Sheet of relevant completed years for which experience certificate has been submitted by the tenderer.
   
   In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.”

   Yes/No

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Therefore, it is requested to make above modifications/amendments in the MTF of H&TC and RTC with immediate effect. These modifications/amendments will be applicable with prospective effect.

This issues with the approval of Competent Authority.

Yours Faithfully

(Vinod Kumar)
Dy. General Manager (S&C)
For Chairman & Managing Director

Copy to:
General Manager (Finance/Legal), Food Corporation of India, Hqrs, New Delhi...for information please.

For Chairman & Managing Director