From: (Full name & address of tenderer)

To:

THE DEPUTY COMMISSIONER,
CACHAR, SILCHAR.

Sir / Madam,

I submit the PRICE BID of the Tender for appointment as Road Transport Contractor for the ROI FSOs Cachar, Silchar to different GPSS Godowns (First Tier) and from GPSS Godowns to the concerned F.P. Shop Agents (Second Tier).

I have thoroughly examined and understood all the terms and conditions as contained in the Tender documents, invitation to tender, and its annexures and appendices and agree to abide by them.

I offer to work at the following rates inclusive of all taxes, duties, cess etc.

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<th>TIER - II (Riverine area Per qntl. /KM)</th>
<th>TIER - II (Hill area Per qntl./KM)</th>
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Yours faithfully,

(Signature of tenderer)
TECHNICAL BID

Tender No. ..................................................  
Date: ..................................................  

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

Receipt No. ..................................................  
Date: ..................................................  

Cost Rs. 500/- Taxes if any (Rupees ..................................................) (in words) only

OFFICE OF THE DEPUTY COMMISSIONER  
DISTRICT: - CACHAR, SILCHAR:

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF ROAD TRANSPORT CONTRACT AT DIFFERENT FCI FSDs / GPSS GODOWNS ETC UNDER CACHAR, SILCHAR DISTRICT.

A. Last date of receipt of tender upto .................................................. PM on ..................................................
B. Tender to be opened at .................................................. PM on ..................................................

Note:
If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.
C. Tender to remain open for acceptance upto and inclusive of ..................................................

Terms and conditions governing contracts for transportation of foodgrains from the FCI FSD to GPSS/F.P. Shop godowns.

I. Definitions:
(a) The term 'Contract' shall mean and include the invitation to Tender incorporating also the instructions to Tenderers, the tender, its Annexures, Appendices, Acceptance of tender and such general and special conditions as may be added to it.
(b) 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.
The term 'Contract Rates' shall mean the rates of payment accepted by the Deputy Commissioner for and on behalf of the District Authority.

The term 'Goods' shall mean and include the Food Corporation Deposits/Goodwills of GPSS and F.P. Shop dealers/Agents at any time.

The term 'Foodgrains' shall mean and include any item of foodgrains.

The term 'Services' shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by Deputy Commissioner or an officer acting on his behalf.

The term 'Trucks' wherever mentioned shall mean mechanically driven vehicles such as Lorries etc. and shall exclude animal driven vehicles.

II. Parties to the Contract:

a) The parties to the contract are the contractors and the District Authority, represented by the Deputy Commissioner 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 an Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the contract. If at any stage it is found that the person concerned had no such authority, the District Authority, 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 District Authority may be given/taken by the Deputy Commissioner or any officer so authorized and acting on his behalf.

III. Constitution of Contractors:

a) Contractors shall, in the tender, indicate whether they are a sole Proprietory Concern or Registered Partnership Firm or Private Limited Company or a Public Limited company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the contract during the tenure of the contract. The person so nominated shall be deemed to have full authority from the contractor in respect of the contract and his acts shall be binding on the contractor.

b) The tenderor is a partnership firm, there shall be no re-constitution of the partnership without the prior written consent of the District Authority till the satisfactory completion of the contract, failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom.

c) The contractor shall notify to the District Authority the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the District Authority 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 principles without reference to the District Authority 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 own employees in all respects, and all rights and liabilities under Indian Factories Act, or the Workmen's Compensation Act, or Employees provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the District Authority against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

b) Contractor shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.
VII. Bribes, commission, Corrupt Gift etc.:

An Act of bribe, gift or advantage given promised or offered, by or on behalf of the contractor, or any one or more of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, official, representative or agent of the District Authority, or any person on his or their behalf, for showing any favor or forbearing to show any disfavor to any person in relation to the contract, shall make the contractor liable for termination of this contract or any other contract with the District Authority and the contractor shall be liable to reimburse the District Authority of any loss or damage resulting from such cancellation.

VIII. Period of Contract:

i) The contract shall remain in force for a period of two years from the date of the of acceptance letter or such later date as may be decided by the Deputy Commissioner.

ii) The Deputy Commissioner 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 Deputy Commissioner 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) & (iii):

(i) A sum equivalent to 5% of the value of the contract in the form of Demand Draft or Pay Order issued by a scheduled bank or through Electronic Clearing System (ECS)/Other Electronic Means in favour of the Deputy Commissioner, Cachar, Silchar. 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) percent from the admitted bills. The Security Deposit shall not earn any interest.

(ii) Another sum equivalent to 15% of the value of the contract, in the form of an irrevocable and unconditional Bank Guarantee issued by SBI Bank & its Associate Banks/other Public Sector Banks in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of contract period.

(iii) If applicable, an additional sum equivalent to 10% of the value of contract, in terms of the undertaking provided by the Tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by SBI bank and its associate Banks/other public Sector Banks in the format prescribed in appendix-V which shall be enforceable till six months after the expiry of contract period.

(b) In case of failure of tenderer to deposit the security deposit within 15 working days of acceptance of his tender, further extension of 7 working days can be given Deputy Commissioner, Cachar, Silchar subject to levy of penalty @ 1% of Security Deposit.

(c) The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the contract, and on submission of a ‘No Demand Certificate’, subject to such deduction from the Security as may be necessary for recovering the District Authority’s claims against the Contractor. The District Authority will not be liable for payment of any interest on the Security Deposit.

(d) Whenever the Security Deposit falls short of the specified amount, the contractors shall make good the deficit so that the total amount of Security deposit shall not at anytime be less than specified amount.

(e) In the event of the Tenderer failure, after the communication of acceptance of the tender by the District Authority, to furnish the requisite security Deposit by the due date, his contract shall summarily terminated besides forfeiture of the Earnest Money and the District Authority shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the District Authority by such conduct of the District Authority 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 District Authority provided all the recoveries/dues have been effected by the District Authority and there is no dispute pending with the contractor/party.
X. Liability of Contractors for losses suffered by Government:

a) The contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the District Authority due to the contractor's negligence and un-workman like performance of any service under this contract or breach of any terms of the contract, or failure to carry out the work under the contract, and for all damages or losses occasioned to the District Authority, or in particular to any property or plant belonging to the District Authority, due to any act, whether negligent or otherwise, of the contractor or his employees. The decision of the Deputy Commissioner regarding such failure of the contractor and their liability for losses, etc. suffered by the District Authority and the quantification of such losses, shall be final and binding on the contractor.

b) Without prejudice to the generality of the foregoing, it is a further condition of the contract that in the event of failure of the contractor to provide the number of trucks per day as indicated by the District Authority, the contractor will be liable to pay the District Authority Liquidated Damages @ Rs. 300/- with maximum of Rs. 1000/- per truck per day for a 9 MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the District Authority arising on account of such failure.

c) The contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting/ damage/loss to foodgrains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned Deputy Commissioner without prejudice to any other right or remedies under the contract and law.

d) Without prejudice to the rights of the Corporation under SubClauses (a) of this Clauses, it is a further condition of the contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the District Authority Liquidated Damages a twice the average acquisition cost, as applicable from time to time, for all food grain and commodities other than sugar, and thrice the average acquisition cost as applicable from time to time in respect of sugar, except when the Deputy Commissioner (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the scales, gain on loss in moisture, or other causes beyond the Contractor's control. The parties to the contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the District Authority by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be effected without prejudice to the right of FCI to initiate civil/criminal proceedings against the defaulting Contractors' wherever it is suspected that the shortage/losses occurred due to deliberate/willetful omission, theft, misappropriation, irregularities etc. committed by the contractors or their representative/employees.

XI. Summary Termination of the Contract:

(a) In the event of the contractors having been adjusted insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Deputy Commissioner shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim form the contractors any resultant loss sustained or costs incurred.

(b) The Deputy Commissioner shall also have without prejudice to other rights and remedies, the right, in the event of the breach by the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and / or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the District Authority due to the contractor's negligence or unworkman like performance of any of the services under the contract.
(c) The contractors shall be responsible to supply adequate and sufficient labour/trucks and any other transport vehicles for loading/unloading, transport and carrying out any other services under the contract in accordance with the instructions issued by the Deputy Commissioner or an officer acting on his behalf. If the contractor fails to supply the requisite number of labour and trucks and Deputy Commissioner shall at his entire discretion without terminating the contract be at liberty to engage other labour/trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the District Authority may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Deputy Commissioner shall be final and binding on the contractors.

XII. Recovery of losses suffered by the District Authority:
(a) The District Authority shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided in Clauses X above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the contractors under this, or any other, contract with the District Authority. In the event of the use which may be due from the contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable form the contractors as aforesaid shall be deducted from the security deposit, furnished by the contractor as specified in clause IX, should this sum also be not sufficient to cover the full amount claimed by the District Authority, the contractor shall pay to the District Authority on demand the remaining balance of the aforesaid sum claimed.

(b) In the event of termination of this contract, or in the event of any breach of any of the terms and conditions of this contract by the contractor, the Deputy Commissioner shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the District Authority.

XIII. Responsibilities of the Contractor:

a) The contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of food grains and carrying any other services under the contract in accordance with the instructions issued by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf.

b) The Contractor shall transport by trucks to be arranged by him such number of bags of food grains etc. as may be required from day to day by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf. The contract shall take care not to mix bags of different kind of food grains, bags containing different qualities of the same food grains, and bags containing wet/ damaged grains sweeping etc. with bags of sound grains.

c) The contractor shall obtain daily from the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with the programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf, daily at the time specified.
d) In special cases the contractor may also be required at short notice to arrange to transport bags of food grains and shall bound to comply with such requests.

e) The quantity mentioned in any programme given by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

f) The contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from godowns until they have been unloaded from the trucks at godown or at other destinations as specified in the contract or as directed by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of grain, etc through the holes/crevices in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of food grains etc loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weight at the loading/unloading points etc. The Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf as the case may be will be the sole Authority determining the quantum of the loss.

g) The contractor shall be liable to obtain Transit Insurance Cover from the General Insurance Company in favour of the ................... Against loss or damage to the food grains entrusted to him for transportation.

h) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicle Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the contractor shall be solely responsible for the same. Any contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this contract for which his contract is liable to be terminated.

i) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the concerned GPSS/F.P. Shop agents due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

j) The contractor shall not allow any other goods to be loaded in the lorries/trucks in which the food grains etc.

k) The contractor shall periodically inform in writing the registration number and description of the vehicles used for the transport of the goods of the corporation so as to facilities checking of the vehicles by the officers/officials of the District Administration.
xv. Set Off:

Any sum of money due and payable to the contractor (including Security Deposit refundable to the contractor) under this contract may be appropriated by the Deputy Commissioner, Cachar, Silchar and set-off against any claim of the Deputy Commissioner 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 Deputy Commissioner, Cachar, Silchar.

XV. Book Examination:

The contractor shall, whenever required, produce or cause to be produced for examination by the Deputy Commissioner, Cachar, Silchar or any other officer authorized by him in this behalf, any cost or other account books, of account vouchers, receipts, letters, memoranda or writing or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this contract. The decision of Deputy Commissioner, Cachar, Silchar 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 Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf.

XVII. Volume of Work:

a) Subject as herein after mentioned, the District Authority does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right and/or confirm any right to the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

b) The Deputy Commissioner have the exclusive right to appoint one or more contractors for any or all the services and to divide the work between such contractors in any manner that the District Authority may decide and no claim shall lie against the District Authority 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 contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.

d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is or is not auxiliary or incidental to any such services, shall be decided by Deputy Commissioner, Cachar, Silchar whose decision shall be final and binding on the contractor.

e) The contractor will have the right to represent in writing to the Deputy Commissioner, Cachar, Silchar, that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the contract, or, as the case may be, is not auxiliary or incidental to such service provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

XVII. PAYMENT:

a) Payment will be made by the Deputy Commissioner, Cachar, Silchar on receipt of fund from the Govt. on submission of bills, in triplicate duty supported by consignee receipt.

b) The contractors should submit all their 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 facilitated disposal of bills, the contractor is advised to submit bills fortnightly/monthly.

XVIII. RATES:

(a)

(i) All rates will be treated as firm for the period of the contract. No escalation whatsoever shall either be claimed or considered except as provided under sub-clause (b).

(ii) The rates for transportation of food grains etc. are on the basis of net weight of food grains.

(iii) No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage.

(iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilo Meter.

(v) The distance will be reckoned as fixed by the Executive Engineer, PWD (R), or an officer nominated by him, or by the Deputy Commissioner, Cachar, Silchar, or verified by an officer acting on his behalf and
(v) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the Deputy Commissioner, Cachar, Silchar in all such matters shall be final.

(b) Revision of rates due to change in diesel price:
   (i) An increase of 0.75 paise per KMM/M will be allowed on the base rate for every increase of 40 paise per litre in the price of diesel, in the event of increase in the retail price of diesel by more than 5% as compared to the base rate.
   (ii) A decrease of 0.75 paise per KMM/MT will be allowed on the base rate for every decrease of 40 paise per litre in the price of diesel, in the event of decrease in the retail price of diesel by more than 2.5% as compared to the base rate.
   (iii) The retail price of diesel prevailing on the date of submission of the tender will be taken as the base rate and the rate revision will be allowed from the next quarter commencement date i.e. 1st Jan, 1st April, 1st July or 1st Oct following the date of revision of diesel rates. The diesel rate prevailing at the IOC outlets at the concerned District Headquarters will be taken into consideration for revision of rates. The contractor is, therefore, advised to ensure that all the necessary documents are properly furnished in time whenever revision is requested for.

XIX. Force Majeure:

The Contractor will not be responsible for delays which may arise on account of reason beyond his control of which the Deputy Commissioner shall be the final judge. Strikes by contractor’s workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractor’s control and the contractor shall be responsible for any loss or damage which the District Authority may suffer on this account.

XX. 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 Redress Committee constituted and functioning at the Deputy Commissioner’s Office, 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.

GENERAL INFORMATION TO TENDERERS

1. Place of Operation will be the Depots of different FCI FSDs under Cachar, Silchar District to various GPSS godowns (1st Tier) & from GPSS godown to different F.P. Shop Agents (2nd Tier).

A. Object of the Contract:

The Contractors shall transport the food grains/sugar etc. from FCI owned/hired designated depots to various destinations as directed from time to time by the Deputy Commissioner, Cachar, Silchar or an officer acting on his behalf along with such additional, ancillary and incidental, duties, services and operations as may be instructed by the Deputy Commissioner or an officer acting on his behalf and not inconsistent with terms and conditions of this contract.

B. Brief description of work:
   (i) Transportation of foodgrains from FCI FSDs under Cachar, Silchar District to various GPSS godowns (1st Tier) & from GPSS godown to different F.P. Shop Agents (2nd Tier).
   (ii) The tenderer must get themselves fully acquainted with the size and location to godowns vis-a-vis loading/unloading points before submission of tender. The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No tenderer will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him for transportation of foodgrains. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.
C. Volume of work:

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

2. The contract, if any, which may arise from this tender shall be governed by the terms and conditions of contract as set out in the invitation/General Information to the Tenderer and as given in Annexure and appendices to this tender.

3. Qualification cognitions for Bidding:

(i) Tenderer should have experience of Transportation duly obtained from Manufacturer/PSU/Govt. Dept./Public Ltd. Company/ Private Limited Company dealing in the field of Fertilizer, Foodgrains, Cement, Sugar, Coarse grains or any other commodity. Tenderer should have executed in any of the immediate preceding five years work of value:

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

OR

(b) 50% of the estimated contract value in different contracts.

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

(iii) Where the estimated contract value of 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 / 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 – V.

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

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.
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 five years, whichever is earlier.

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

(iii) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the 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 or any of the partners of the Tenderer firm or 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.

5. **Instructions of submitting Tender:**

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

(a) The Tenderer must fill up and sign the forwarding letter in the format given in Appendix - I and also furnish full, precise and accurate details in respect of information asked for in Appendix - II attached to the form of tender.

(b) **Signing of Tender**

(i) Person(s) signing the tender shall state in what capacity he is, or they are signing the tender, e.g. as sole Proprietor of the firm or as a Secretary/Manager/Director etc. of a Limited Company. In case of a 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. The person(s) shall have the authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the partnership deed should be furnished along with the tender. In case of limited company, the names of the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The person signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other right of the District Administration under the Law.

(iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of the partnership concern, and by the person who by his signature can bind the company, in the case of a limited company. The entire tender document must also be signed on each page by the authorized person.

6. **Submission of Tender:**

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

(b) The original copy of the tender along with the documents required under the technical bid is to be kept in one sealed envelope superscribed 'A' - Technical Bid and the price bid will be kept in another sealed envelope superscribed 'B' - Price Bid. Both the bids then will be kept in another sealed envelope superscribing "Tender No. ................. for ................. " and addressed to the Deputy Commissioner, Cachar, Silchar with the name address of the tenderer.
(c) The envelope containing the Technical Bid shall include the following:
   (v) The tender document along with all its Annexure & appendices duly signed on each page by the Tenderer.
   (vi) List of Documents attached, as per the format in Appendix III, duly signed by the Tenderer.
(d) Tender which do not comply with these instructions shall be summarily rejected.
(e) The tender form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialed by the authorized signatory.
7. Opening of Tenders:
The Technical Bid will be opened in the Office of the Deputy Commissioner, Cachar, Silchar at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only those tenderors 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.
8. Corrupt practices:
Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.
9. Deputy Commissioner, Cachar, Silchar reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/ Fax/ email.
10. In case of any clear indication of cartelization, the Deputy Commissioner, Cachar, Silchar shall reject the tender(s).
11. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/ incorrect at any stage, Deputy Commissioner, Cachar, Silchar shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the District Authority may have under the contract and law.

Deputy Commissioner,
Cachar, Silchar.
GENERAL INFORMATION

The Food Corporation India, Cachar, Silchar consist of the following godowns in Cachar, District.

1. Ramnagar FCI FSD.  
2. Meherpur FCI FSD

The contractors shall have to transport foodgrains from the above mentioned FCI FSDs to different GPSS Godowns (1st Tier) and from GPSS Godowns to different F.P. Shop Agents (2nd Tier).

The particulars given above are intended merely to help the tenderer to form his own idea of the approximate quantum of work involved in this contract. The tenderer must acquaint himself fully with the size and location of godowns including the condition of the route to be taken by him for transportation of food grains. No guarantee is given that all the items of work shown above will be required to be performed. The successful tenderer shall be bound to execute all works as required under the terms of contract and shall not be entitled to make any claim whatsoever against the District Administration for compensation/revision of rates or otherwise on the basis of particulars referred to above.
FORWARDING LETTER

From: [Full name & address of the tenderer]

To: The Deputy Commissioner,

Cachar, Silchar.

Dear Sir,

1. I submit the Sealed tender for appointment as Road Transport Contract from FCI FSDs under Cachar, Silchar to different GPSS godowns (1st Tier) and from GPSS godown to different F.P. Shop Agents (2nd Tier).

2. I have thoroughly examined and understood all the terms and conditions in the Tender Document, invitation to tender, General Information to Tenderer and its annexure and appendix and agree to abide by them.

3. I agree to keep the offer open for acceptance upto and inclusive of the said date by 30 days in case it is so decided by the Deputy Commissioner. I/We also agree that if the date of acceptance of the offer is declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

4. 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.

5. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Status, Rule or Administrative Instruction.

OR

I hereby declare that my Firm/Company was blacklisted/debarred by [name of the client] for a period [name of the period] which period has expired on [full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given].

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

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

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

(Signature of tenderer)
APPENDIX-III

TENDER FOR ROAD TRANSPORT CONTRACT FROM FCI FSDs TO DIFFERENT GPSS GODOWNS (1st TIER) AND GPSS GODOWN TO F.P. SHOP AGENTS (2nd TIER)

Details of Tenderer

(TO BE FILLED IN BY THE TENDERER)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name, date of birth and address of the tenderer, email id &amp; contract No.</td>
</tr>
<tr>
<td>2</td>
<td>Composition of tenderer: (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or the Directors of the company, as applicable, should be given.</td>
</tr>
<tr>
<td>3</td>
<td>Business in which the tenderer is employed together with particulars of the Head Office and branches, if any, are located.</td>
</tr>
<tr>
<td>4</td>
<td>Income Tax PAN Card of the tenderer.</td>
</tr>
</tbody>
</table>

List of Documents Attached.

1. Forwarding Letter.
2. Part- A Technical Bid with all its Annexure & Appendix.
3. List of documents enclosed.

Document No.

1. Attested copy of Registered Deed of Partnership/ Memorandum and articles
   Of Association/by laws/ Certificate of Registration etc. as applicable.  Yes/ No
2. Power of attorney of person signing the tender.  Yes/ No
3. Certificate of experience and details thereof (refer para 3 of violation to tender) Yes/ No
4. Duly audited P&L account and Balance Sheet of relevant completed years for
5. Which experience certificate has been submitted by the tenderer.  Yes/ No
6. Copy of Income Tax return/ PAN Card  Yes/ No

(Signature & Seal)

(Authorised Signatory)