

# BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD. NAWADA

## TERMS AND CONDITIONS OF TENDER FOR SELECTION OF DOOR STEP DELIVERY OF FOOD GRAINS

1. Bihar State Food and Civil Supplies Corporation Ltd is the sole agency nominated by the Government of Bihar to carry out storage and transport of food grains and other civil supply items meant for distribution through Targeted Public Distribution System (TPDS). it involves massive movement of food grain intra (within) district and inter district. A transportation-cum-handling & delivery contractor has to transport food grains from SFC godown to licensed Fair Price Shops. BSFC is to select transporter/s for such activities.
2. Tender form along with copy of terms and conditions can be purchased during office hour of working days from the office of District manager, SFC or concerned district from 05.09.2017 to 20.09.2017 by paying Rs. 5000/- in cash which is non refundable. The purchaser will be get a Money Receipt of worth value Rs.5000/- along with a particular number written on the receipt.
3. Sealed Tender will be submitted in the box kept in the office of the concerned District Manager of Bihar State Food & Civil Supplies Corporation or at a place as directed by District Magistrate of the concerned district or up to 3:00 PM on 31.10.2017 . Tenders received after prescribed time and date will not be entertained. The Tender will be opened on 31.10.2017 (last date for submitting the form) at 04:00 P.M by the District Transport Committee headed by the District magistrate.
4. Sealed Tender (Technical document) as per Tender Notice in the prescribed form for handling-cum-Transportation & Delivery contractor of food grains, within the district will be **valid up to three years from the date of allotment of work to the qualified bidder**. The bidder is requested to go through the tender document carefully before filling the same, so that there will be no ambiguity later on.
5. Only "Technical Bid" of the Tender kept in single sealed envelope and marked as "Tender for transportation for Nawada" (name of district/sub-division/blocks applied for)" should be submitted. Copy of the money receipt of Rs. 5000 /- (**Rupees five thousand only which is non refundable**) issued by the concerned District Manager/head quarter, Bihar State Food and Civil Supplies Corporation Ltd, as a processing fee also to be enclosed in the "**Technical Document Part**" of the envelop. Money Receipt number must be indicated on top of the Technical document of the Tender sealed in Single Envelope.
6. **Important dates :-**
  - a. Starting date of Sale of Tender document :-16.10.2017 To 23.10.2017
  - b. Date of Pre Bid meeting :-24.10.2017
  - c. Date of submission of Tender document : 31.10.2017 at 3.00 pm
  - d. Date of opening of Tender Bid :-31.10.2017 at 4.00 pm
7. A bidder may be an individual or proprietor or HUF or company of Partnership firm. **Furthermore a bidder participating in a tender for any kind of transportation work (Main or DSD) in a district can't Participate in the tender published under same notification for either kind of transportation work in any district.**
8. The Technical documents (as self-attested copies) must include.
  - i. Income tax return for the last Three years.
  - ii. Certificate of immovable property (Worth not less than Rs. 20 (Twenty lakhs) issued by competent authority not less than the rank of SDO/CO)
  - iii. Affidavit by the bidder to the following effect that
    - a) She/he/they have not been convicted by any court of law clearly specifying that no court of law has taken cognizance or FIR has been lodged against him/her them or their

family member/director /partner in any matter related to Transportation. Handling, pilferage and black marketing etc of food grains.

- b) Neither she/he/they nor she/he/their family member has been banned or black-listed or contract has been terminated before expiry of the contract or at any stage of the bidding by FCI/CWC/SWC/SFC or any Government/quasi Government Organization for appointment of transport/carrier.
- c) she/he/they or their family members/director/partner are neither working transport-cum-handling agent engaged in transportation of food grains from FCI depot to SFC Godown in the same district.
- d) Neither she/he/they nor her/his/their family members/director/partner are license holder of fair price shop as well as rice miller/flower mill owner.
- e) No dues of the corporation are pending against her/him/them or against her/his/their family members.
- f) She/he/they have neither been selected nor are working in more than one district.
- g) She/he/they will not create hurdle in transport of essential food grains by way of strike or any other mode.

**Note :** The above affidavit is to be furnished respectively by the proprietor, karta, MD, all partners in respective cases of Proprietorship, HUF, Company and Partnership firm.

- iv. Affidavit by the family member/s or directors or partners of the bidder to the effect that She/he/they as family member of bidder-cum-vehicle owners have no-objection to the use of vehicles for transportation operations of the Corporation.(if applicable)
- v. Self-attested photocopies of certificate of incorporation, the memorandum and Articles of Association along with self-attested photo copy of the Resolution of the Company and in case of firm the self- attested photo copy of the partnership deed.
- vi. Self-attested photocopy of PAN number of the individual, HUF, company or the firm, as the case may be.
- vii. Residential and character certificate issued by District Magistrate and Superintendent of Police respectively along with passport size photo and signature of bidder.
- viii. A Bank Draft of Rs. 1,50,000/- (one lakh fifty thousands) only as Earnest Money of any Nationalized Bank issued after the publication of the Tender Noticed and drawn in favor of "Bihar state food & civil supplies corporation Ltd. (Name of the concerned district)
- ix. Self-attested photocopy of owner book of 05 small vehicles like - pick up Van/407/mini truck/Tractor with trolley registered in the name of the bidder or She/he/their family member/s with up to date tax-token and road permits duly certified by the district Transport officer of the concerned district and also self- attested photocopy of insurance, pollution certificates and fitness certificates counter signed by MVI of the district from where vehicle is registered along with original copies of the separate lease/contract agreement of stamp of Rs. 1000/- of 30 (Thirty) such small vehicles like - Pick up Van/407/mini truck/Tractor for every vehicle separately. **Total number of tractors cannot be more than 50% of total number of small vehicles like-Pick up Van/407/mini truck. Furthermore, if a vehicle is found leased or contracted with more than one bidder or registered in the name of one bidder and leased or contacted with another bidder, whether in same district or another district the bid of all such bidders will be cancelled and the bidders will be blacklisted for next five years.**
- x. An undertaking that She/he/they will not create hurdle in transport of essential food grains by way of strike or any other mode.
- xi. Statement of bank account for last six months.
- xii. Financial document:- Sealed Envelope of Financial part of the Tender must contain the consolidated per QmT rate of transportation & handling charges for entire distance from SFC

Godown to Fair Price Shops. The Corporation is not bound to accept the tender rate which is lower than Rupees 28/- (Twenty Eight) per Qtls. and not over than Rupees 38.40/- (Thirty eight Rupees fourty Paise) per Qtls. including handling charges. The rate quoted by the bidder for the handling & Transportation operation shall include the cost of weighment of empty vehicle and loded vehicle. Handling rates (i.e loding /unloding charges) not to be quoted as the handling rate will be applicable as per notification issued by labour resourses Dept. Govt. of Bihar time to time, which shall be paid by the bidder to the laborers.

- xiii. Registered power of Attorney if the person signing the tender is other than the partner of directors in respective cases of partnership and company without which tender papers shall be liable for rejection without prejudice to any other rights of the corporation under the Law.
- xiv. A disclosure of the names of all the family members of bidder in case of an individual, by the karta in case of HUF, of all the partners in case of firm and of director in case of company.

Note :-

- A. Bidder or their authorized person will have to come with all original documents or whatever photocopies submitted in Technical Bid for verification at the time of its opening.
- B. Family shall mean husband/wife, un-married sons/ daughters, married so living in the same house (including adopted children) and dependent parents for the purposes of the tender.

9. Disqualification Conditions:-

- i. The selected or working Transporting & Handling-cum delivery contractor under Door step Delivery of food grains shall not participate in the tender of Handling-cum-Transporting contractor for transportation of food grains from FCI depot to SFC go down in the concerned District and vice-versa.
- ii. License holder of Fair Price shop or Rice millers or flour Mill owner and their family members shall not participate in this Tender.
- iii. Suppression of any fact/any misleading act/declaring false information as regards former selections in any district to the other bided district/s will amount to mala-fide intention of the bidder to mislead the District Tender committee. In such case contract whether executed or not with the bidder in any district shall be terminated forth with along with forfeiture of EMD, security deposit. Further she/he shall be banned/blacklisted and not allowed to participate in any tender for next five years.
- iv. The bidder, whose EMD has been forfeited earlier by any of the district Manager will not eligible for participating in the tender of SFC for next five year.
- v. Those individuals/HUF/company/firm/default Rice miller having any pending dues of corporation as determined and notified by Bihar state food & civil supplies corporation cannot participate in tender.
- vi. Family member of a bidder or bidder itself whose contract with the food corporation of india or any department of central or state Government or any other public sector undertaking/bihar state food corporation has been terminated before the expiry of the contract period at any point will be ineligible for tender, furthermore, family member of a bidder or bidder itself who has been banned or blacklisted owing the act of suppression of nay fact/any misleading act/declaring false information as regards former selection in any district to the other bided district/s will be ineligible of participating in the ender for the period she/he/they has been banned or blacklisted.
- vii. If the bidding proprietor/karta of HUF/any of the partners of the bidding firm/any of the Director of the bidding 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 bidder will be ineligible. Cognizance taken by court of Law or FIR has been lodgd in any matter related to Transportation, Handling, pilferage, black marketing etc of food grains against a bidder or Transporter will amount to ineligibility for the purpose of taking part in bidding process or

- continuing as Handling & Transporting contractor. In the case of partnership firm/company, if any partner of the firm is convicted by the court of law and sentenced to imprisonment for period of at least three years then agreement with the firm will be terminated.
- viii. Companies/Firms/contractor/Agent who has been black listed by FCI/CWC/SWC of any Government/quasi Government organization for appointment of transport/ carrier will not be permitted to participate in the tender.
  - ix. In case, if any of the documents of the "*Technical Bid*" duly self-attested by the bidder/ authorized person is not submitted in the envelope containing Technical Bid, the tender will be rejected.
  - x. If any of the documents submitted in Technical bid of the tender found forged or tampered in the bid will be rejected and appropriate lawful action will be taken against the bidder. At the same time, She/he/they will be blacklisted and barred for taking part for next five years in the future thence and EMD will be forfeited.
  - xi. All the cutting on "Tender Form" should be signed by the bidder otherwise it would be summarily rejected.
  - xii. In case a bidder has applied in more than one district then his tender will be rejected.
  - xiii. Tender paper not accompanied with all the schedules/annexure, document as detailed at checklist (Annexure), the same shall be liable for rejection.
  - xiv. At the time of agreement, successful bidder/bidders will have to submit self-attested photocopies of updated tax-token, road permit, pollution certificate and insurance certificate of all leased vehicles to district manager, SFC, failing this, no agreement will be executed with him/her/them, and She/he/they will be barred for taking part for next five years in the future tender forfeiting the deposited EMD at the same time.

#### **10. Terms and Conditions and Procedures**

- i. The bidder/authorized representative have to sign each and every page of the tender paper, annexure and put his seal, and in case of the later have to submit the authorization letter as well.
- ii. Tender papers/bid documents and Agreements shall be signed by proprietor, karta, partners, managing Director in respective case of bidder being individual, HUF, Firm and company respectively.
- iii. There must be disclosure of the names of all the family members by the karta in case of HUF of all the partners in case of firm and of directors in case of company.
- iv. If the last date for receipt of tender paper or the date on which tender is scheduled to be opened falls on holiday the next working day shall be the date for receipt of tender paper and opening of tender paper as the case may be.
- v. The bidders shall be at liberty to be present on the date and time specified of opening of tender either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder before opening of tender.
- vi. Complete postal address of the company or firm as per income tax return must be mentioned.
- vii. No tender will be accepted by post/fax/courier.
- viii. The Corporation shall not be responsible for any postal delay.
- ix. A person/firm/company shall not be appointed as Handling, Transport-cum-delivery Agent for more than one (1) district only.
- x. Transporter has to pay handling charges as per circular of minimum wages issued by labour & Resources Dept. Govt. of Bihar from time to time.

- xi. After selection the bidder will have to furnish cash security of **Rs. 5 lakhs (Five lakhs)** only for security deposit in the form of Bank Draft in favors of "Bihar state food & civil supplies corporation Ltd (Name of the concerned district)."
- xii. The EMD furnished by the successful bidder can be adjusted towards security deposit it requested by him/her writing.
- xiii. EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of agreement and to take up the work without prejudice to another rights and remedies of corporation under the contract and law.
- xiv. EMD shall be refunded to all technically unqualified bidder expect technically qualified bidders expressing willingness to be part of panels and work at earlier decided rate for the district for which tender applied and do not withdraw EMD.
- xv. The selected bidders will also **pledge/mortgage company/personal property of Rs. 20 lakhs (Twenty lakhs only)** in favor to the respective District managers of the corporation where the work will be allotted.
- xvi. At the time of agreement, the selected bidders (Appointed Handling, Transport-cum-delivery Agent) will also have to submit **Bank Guarantee of Rs, 10(Ten) lakhs only** in favor of "Bihar state food & civil supplies corporation Ltd (Name of the concerned district)" otherwise, the appointment of the said bidder will be cancelled & the Earnest money will be forfeited.
- xvii. in addition, two sureties of **Rs. 5 lakhs (Five lakhs)** only shall be furnished at the time of execution of agreement in the prescribed format.
- xviii. the tender money (Earnest money) of **Rs. 1,50,000/- (one lakh fifty thousand)** is refundable in case of unsuccessful bidder but liable to be forfeited in case of successful bidder failing to execute the agreement.
- xix. No person shall be appointed as Handling, Transport-cum-Delivery agent in a district under this tender process, if she/he or any of her/his family members has a commercial interest in a business relating of custom milling of rice of fair price shop or storage operation in the any district.
- xx. A partner in a partnership firm and any of his family member or a Director in a company and any of his family members will be treated to have commercial interest in the firm or company, as the case may be if such firm or company is operating as Handling, Transport-cum-Delivery Agent custom milling of rice or fair price shop in any district.
- xxi. In case of sole proprietorship, the vehicles must have been registered in the name of the bidder of his/her family members. In case of A HUF, the vehicles must have been registered in the name of the family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. In case of company, the vehicles must have been registered in the name of the company or in the name of any of the Director (s).
- xxii. An affidavit of the partner/Director(s), as the case may be, who is/are registered owner/s of the vehicle/s has to be furnished about use of such vehicles by the firm/company for transportation operations of the corporation without any objection.
- xxiii. suppression of any fact/declaring false information in the bid or theater detected at any stage will amount to mollified intention of the bidder or any attempt to mislead the district tender committee will result in his/her termination forthwith along with forfeiture of EMD/ security deposit. Further she/he shall be banned/blacklisted and not allowed to participate in any tender for next five years.
- xxiv. In case of any default in course of transporting work causing any loss to corporation by the Transporter on account of strike or any other mode, such loss shall be recovered by forfeiting the Bank guarantee which will be utilized by the corporation or/and the said loss shall be

also recovered from the immovable property by way of attachment or sale of mortgaged properties if loss is not compensated by the forfeiture of the bank guarantee.

- xxv. Transport rates quoted should be inclusive of transit losses, Insurance, Taxes, Ontario and Handling charges at Depots of food corporation of india, if any.
- xxvi. Transporter will be solely responsible for transporting grains handed over by SFC, block godwon for delivery of food grains under Door step delivery for PDS dealers as per delivery schedule and routed chart as directed by concerned district administration/District manager and obtain signature of the recipient (FPS) on the document handed over to him by block godown of SFC in the district, work will be allotted proportionately among all selected and working transports at the time.

- xxvii. All the 30 (Thirty) small vehicles provided by the Transport, Handling-cum-Delivery agent will be painted with yellow color and written.

S.F.C (जिला का नाम)

SFC डीपो से PDS गोदाम तक

खाद्यान का परिवहन

In deep **Black** in a **Yellow background** with a strip having 2'8" high in front, the space on the top of the cabin as well as on the side panels of the vehicle, Except that of chassis the entire body of the truck must be painted with yellow colour. However, The Handling, Transport-cum-Delivery Agent shall have no claim on detention of vehicle both at dispatching and receiving point for any reason.

- xxviii. Either kind of Vehicles mentioned by Handling, Transport-cum-Delivery Agent in his/her their tender document at the time of bidding can't be changed of the end of the agreement and transportation of food grains should be on these vehicles. In case the vehicle is required to be disposed of unavoidable reasons during the continuity of the contract the same shall be made intimation to the District Magistrate with substitute of a suitable vehicle in the name of the with its documentary evidence, These vehicles must be like vehicle with GPS with load shall be sum, texture/color and written description on the body.

- xxix. The handling, transport-cum-delivery agent shall not sublet, transfer or assign the contract or any part thereof.

- xxx. Handling-cum-Transportation & Delivery contractor shall provide each of thirty five small vehicles fitted with working online GPS device (GPRS) with load shell as well as SIM before agreement. In case GPS or load shell and sim gets damaged while in operation the same shall be replaced by the suitable on within 48 hrs, by the Handling, Transport-cum-Delivery agent and under no circumstances the vehicle shall be used without working online GPS device with load shell & sim for transportation of food grains. and if vehicle is used without online GPS device with load shell & Sim, no transporting charges will be paid as well as penalty will also be imposed and at the same time contract/ agreement shall be terminated forthwith after seeking reply of show cause within a week. In case of failure to reply the show cause within time. it shall be deemed that Handling Transport-cum-Delivery Agent has nothing to say.

- xxxi. Working online GPS with load shell must be installed by the handling, transport-cum-delivery agent on each vehicle before agreement. The monitoring of GPS device with load shell shall be done by BSFC for this monitoring purpose the technical specification of the installed GPS device with load shell must be compatible with tri band 900/1800/1900 MH, GSM/GPRS module B: 2.2.2 serial port ignition ON/OFF detection local & remote configuration (OTA)

- support TCP,UDP & HTTP on-line-off line tracking and armored cables. specification about load shell shall be provided at the time of agreement, non installation of GPS and load shell shall lead to cancellation of agreement.
- xxxii. working online GPS device with load shell must be installed along with SIM (GPRS enabled) of mobile operator having widest network coverage in Bihar for proper monitoring of vehicles at all location in Bihar. It shall be ensured by the handling, Transport-cum-Delivery Agent that there should not be any difficulties in integrating of GPS with load shell with BSFC centralized monitoring system. Cost of GPS with load shell and annual charge of SIM will be borne by the Handling, Transport-cum-Delivery Agent.
- xxxiii. During transportation of food grains by working online GPS with load shell installed vehicle if not found in network while monitoring, It will be presumed as pilferage of food grains and **payment of transporting bill of concern transporter will be made as per percentage of GPS with load shell instaled vehicles found online on the Corporation server.** On repetition of the same, agreement of the Transporter shall be terminated.
- xxxiv. In order to meet any eventuality, the Handling, Transport-cum-Delivery Agent shall keep at least five vehicles with GPS and load shell duly installed in a standby mode.
- xxxv. The Transporter is liable to pay transit shortages on economic price as fixed by central Govt., which will be deducted from transport bills submitted by him.
- xxxvi. (a) The District Transport committee shall select transporter or transporters from technically qualified bidders as per the need of the district transport committee
- xxxvii. (b) if the number of bidders is more than the number of contractors required for the districts bidders will be selected through lottery among bidders as per requirement.  
(c) Period of contract will be valid up to three year from the date of allotment of work to the contractor.  
(d) "if number of technically qualified bidders is more than the number of contractor required for the district, bidders will be selected through lottery among bidders as per requirement.
- xxxviii. Provision for empanelment :- (a) District transport committee shall make reserved panel of contractors consisting of contactors but couldn't selected because of lottery and have not withdrawn the earnest money deposited during tender process.  
(b) District transport committee reserves the right to take services of any of contactors mentioned in XXXVii - (a) provided selection of the contractor for assigning work will be done through lottery, if number of contractors in the said panel is more than the requirement of the district.  
(c) Validity of empanelment will last till the expiration of period of contract with contractor selected through this tender process.
- xxxix. After selection of Handling, transport-cum-delivery agent, he has to execute an agreement/contract within 7 day from the date of selection or as per the direction of the corporation in this regard Corporation has right to incorporate new terms and conditions.
- xl. During the continuity of the contract/agreement, if there is any breach of any of the terms of the agreement by handling, Transport-cum-Delivery Agent **the agreement may be terminated and blacklisted as well as debarred for next five years from future transportation work and other lawful action can also be taken; security deposits of 05 lacs will be forfeited and Bank guarantee of 10 lacs (Ten lacs only) will be enchased and utilized at once by the corporation.**
- xli. The bidder will have to execute the agreement/contract and finish security bonds in the prescribed format of the corporation and the mode of payment of Bills will be the same as indicated in the Agreement. The bidders are at a liberty to see the same in the office of the

respective district manager of the corporation if they so desire, before filling the tender form.

- xlii. Bidders will be abiding by the provisions of Agreement, if appointed as Handling, transport-cum-delivery agent.
- xliii. The contractual period will be for valid up to one year from the date of allotment of work which can be terminated anytime by issuing 30 days prior notice.
- xliv. All the persons employed by the bidder if appointed as Handling, Transport-cum-Delivery agent, shall be engaged by him as his own servants in all respects and the responsibility under the workmen's compensation Act or Employees provident fund Act or contract Act & Bonus Act or any other similar enactment in respect of all such personnel shall be that of the bidder. In any case the corporation will not be responsible for making any kind of payment to employees of the bidders under any statutory provisions.
- xlv. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages of losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself/herself or his/her employees. The losses if any shall be recoverable from the contractor.
- xlvi. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his/her business or making arrangements with his/her creditors of failing to observe any of the term and condition governing the contract, the managing director shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract 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. Any losses at any time, to the corporation caused by the contractor or her/his/their staffs or drivers, whether the period of contract has been expired or not will be recoverable from the contractor with interest.
- xlvii. The decision of the Managing Director regarding such failure of the contractor and his/her liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.
- xlviii. All the partners/all the directors/all the family members of family shall be liable jointly and separately for payment of dues of the corporation for H & T operations and shall be liable for the working of any partner/any director/any family member of their employees as the case may be.
- xlix. During this contract there shall not make any change in the constitution of the firm/company proprietorship/ partnership without prior approval of the corporation in writing.
  - I. The Handling, Transport-cum-Delivery agent shall issue identity card with photograph to all his employees including driver & helper, manager, clerk etc.
  - ii. if any selected Handling, Transport-cum-Delivery Agent is found to be involved in any criminal case which amounts to moral turpitude, or vigilance case of is blacklisted by any state or central government by central or state Agency or undertaking during contract period, the agreement executed with the Handling, Transport-cum-Delivery agent shall be terminated forthwith without prejudice to other rights & remedies.
  - iii. The Handling, transport-cum-delivery agent shall not load more than permissible quantity of food grains in each vehicle before transportation as provided under motor vehicle Act. if the Handling, Transport-cum-Delivery Agent shall load the stock beyond permissible limit provided under the statute he/she shall be responsible for such violation of statute & any consequential penalty thereof. The corporation shall not be liable for such act of Handling, Transport-cum-Delivery Agent.



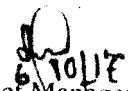
- liii. The managing director, BSFCL shall nominate officers to act as arbitrators for adjudication and decision on the deputed. In the event of any dispute covering or arising out of this contract/agreement, the same shall be referred to Arbitrators, and the decision/award of the arbitrators shall be final and binding on both the parties.
- liv. In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at district headquarter for the district for which the H & T contractor has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside District Headquarter.
- lv. It is expressly agreed & declared by & between the parties hereto that all amount due to the corporation under the terms of agreement. if not paid in time be recoverable under Bihar & orissa public demand recovery Act-1914 or through civil court & shall bear interest @ 12% per annum from the date when such payment falls due up to the date of final recovery.
- lvi. In future any direction by government regarding transportation of food grains will be acceptable to the bidder after selection as Handling, Transport-cum-Delivery agent including transporting and handling of paddy/C.M.R during procurement season.


#### **11. Duties of Handling, Transport-cum-Delivery Agent**

- i. The successful bidder/ second party at the time of execution of agreement have to provide a code number duly allotted by E.P.F organization.
- ii. In case of non-submission of code number, he will be treated a defaulter, and hence the agreement cannot be executed with him.
- iii. The bidder/second party will be solely responsible for payment of wages/minimum wages & EPF contribution to the laborers engaged by them. " as per the rate notified by Dept. of Labour Resource Govt. of Bihar.
- iv. The bidder/second party will have to abide by any changes in terms and conditions issued from time to time in public interest and in case, any recoverable amount is due from him, action under Bihar & orissa public demands Recovery Act, 1914 and rules and also civil & criminal action under indian penal code or Essential Commodity Act will be taken for recovery of the said amount with interest @12% per annum from the date when such payment falls due up to the date of final recovery.
- v. The bidder/second party is bound to carry out the direction issued from time to time by district administration/District manager if any need arises.
- vi. The bidder/second party will submit/transporting bills on monthly basis by the 15th of the succeeding month, failing which penalty shall be imposed @ 12% of the bill value for each of the month of the delay or part thereof. The payment shall normally be made by the District manager within 15 days of submission of complete set of bills in the format and procedure prescribed.
- vii. The vehicle has to be registered in the name of the bidder till the end of the agreement. In case, vehicles are required to be deposed off between the agreement periods, the same shall be made on prior written intimation to the district manager with a copy to District Magistrate but with, "Substitute of a suitable vehicle in the name of the bidder along with the documentary evidence.
- viii. Transporting agent shall have to follow the instruction regarding GPS/SMS/Load shell and any other, same shall be issued by Head office from time to time.
- ix. As per schedule and route chart feed by District Magistrate, Transporting agent is bound to deliver the quantity of food grains at fair price dealer shop hand over to him on date. In any case, if the route is diverted it would be done with the prior permission of the District magistrate.

- x. The contractor shall receive the food grains on the date and time as per schedule from state food corporation godown and deliver to fair price dealer shop and obtain the receipt of delivered food grains from fair price dealer on challan & store issue order with mentioning the weight and no. of bags and the copy of store issue order will be submitted to concerned godwon manager within 24 hour.i
- xi. **if the Driver/Transporter will be found indulged in black marketing or theft of food grains, punitive action will be taken against the transporter as per law.**
- xii. The contractor shall receive the food grains on the date and time as per schedule from state food corpration godown and deliver to fair price dealer shop and obtain the receipt of deliverer food grains from fair price dealer on challan and store issue order with mention of weight and No of bags and the copy of store issue order (SIO) will be submitted to concerned Godown manager within 24 hours.
- xiii. The Corporation reserves the right reject any or all the tenders / without assigning any reason whatsoever or to divide the work of one district amongst more than one technically qualified bidders at LI rate against which no representation will be entertained.
- xiv. In case of any dispute, the decision of the chairman-cum-managing director/managing director of the corporation shall be final and binding.

2  
02/10/17

  
District Manager,  
B.S.F.C Nawada

  
District Magistrate  
-cum-  
Chairman,  
District Transport Committee, Nawada

Seal &  
Signature  
of Dist.  
Manager

BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD, NAWADA

**TENDER FORM**

**TRANSPORTATION OF FOOD GRAINS FROM SFC GODOWN TO  
FAIR PRICE SHOP UNDER DOOR STEP DELIVERY GODOWN**

**PROFORMA**

Self  
attested  
photograph

1. Name of the Revenue District/Part for which  
Tender is being filled. :-
2. Name and present address of the Tenderer:-
3. Father's Name of the Tenderer :-
4. Permanent Address :-  
(a) House No ..... (b) Village/Mohalla ..... (c) P.S. ....  
(d) District ..... (e) Pin code ..... (f) State .....
5. Contact No if any :- (i) Telephone No.-  
(ii) Mobile No. -
6. Money Receipt No..... dated..... for Rs. 5000/-  
(Rupees Five thousand only being the price of Tenderer Form.
7. Earnest Money :- Bank Draft No..... dated..... Name of the  
Bank..... for Rs. 100,000/-
8. Quote the consolidate per Qtl. Transport & Handling rate-

(The quoted Transport rate including handling charges should not be less than Rs.28/- (Twenty eight) per Qtls. The quoted rate less than Rs.28/- per Qtls. will not be acceptable).

SIGNATURE OF THE TENDERER OR  
THE AUTHORISED REPRESENTATIVE

शपथ-पत्र

मैं ..... (आवेदक का नाम), पिता .....  
..... उम्र ..... ग्राम ..... पोस्ट ..... थाना .....  
..... प्रखण्ड ..... जिला ..... राज्य ..... का मूल निवासी हूँ।

मैं यह घोषणा करता हूँ कि :-

1. मैं यह मेरे परिवार का कोई सदस्य किसी चावल मिल या आटा मिल मालिक अथवा जन वितरण प्रणाली विक्रेता नहीं है।
2. मैं या मेरे परिवार को कोई सदस्य परिवहन अभिकर्ता (मुख्य या डोर स्टेप डिलिवरी) के रूप में कार्यरत नहीं है।
3. मेरे उपर एस0एफ0सी0 या सरकार के किसी की विभाग का कोई बकाया नहीं है।
4. मेरे विरुद्ध आज की तिथि तक कोई प्राथमिकी या मुकदमा दर्ज नहीं है।
5. एस0एफ0सी0 या एफ0सी0आई0 या किसी अन्य सरकारी संस्था द्वारा मुझे या मेरे फर्म/कंपनी को न तो काली सूची में डाला गया है और न ही कार्य करने से डेवर किया गया है। (ट्रान्सपोर्टर के लिए)
6. मैं या मेरे परिवार का कोई सदस्य खाद्यान्नों के परिवहन में किसी प्रकार की बाधा उत्पन्न नहीं करेगा।
7. मैंने एक से अधिक जिला के लिए निविदा नहीं डाला है।
8. मैंने Technical Bid के लिए कोई भी फर्जी कागजात संलग्न नहीं किया गया है।

निविदादाता का हस्ताक्षर  
तिथि :-