

**BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD,
NAWADA**

TERMS AND CONDITIONS FOR TENDER FOR SELECTION OF MAIN TRANSPORTER(S)

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 (outside) district. A transportation-cum-handling contractor has to transport food grains from FCI Depot to SFC Godown. 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 Nawada District from 16-10-2017 to 23-10-2017 by paying Rs.5000/- in cash(Non refundable), for which serially numbered Money Receipt shall be issued.
3. A pre-bid meeting will be held at district level on 24-10-2017 in which the intending bidders may participate.
4. 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 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 4.00 P.M by the District Tender Committee headed by the District Magistrate.
5. Important dates :-
 - a. Starting date of issue of Tender document: ----- 16-10-2017
 - b. Date of Pre-bid meeting at district level: ----- 24-10-2017
 - c. Date of submission of Tender document: ----- 31-10-2017 (03:00PM)
 - d. Date of opening of the technical bid: ----- 31-10-2017 (04:00PM)
 - e. Date of opening of financial bid: ----- 31-10-2017 (04:00PM)
6. Sealed Tender (Technical & Financial documents) as per Tender Notice in the prescribed Form for Handling-cum-Transportation contractor of food grains, within the district will be valid up to Three years from the date of allotment of works 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.
7. Only "Technical Bid" of Tender Kept in single sealed envelope and marked as "Tender for transportation for Nawada District" should be submitted. Copy of the serially numbered Money receipt of Rs.5000/-(Rupees five thousand only which is non refundable) issued by the District Manager, Bihar State Food and Civil supplies Corporation Ltd. Nawada 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 Bid of the Tender sealed in single envelope. The Tender will be opened on 31-10-2017 at 4.00P.M by the District Transport Committee constituted under the Chairmanship of District magistrate.
8. A bidder may be an individual or proprietor or HUF or company or 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.

9. The Technical Bid must include as self attested copies of :-

- (i) Income tax return for last three years.
- (ii) Certificate of immovable property (worth not less than Rs.20 (twenty) lakhs issued by the competent authority not less than the rank of SDO/CO
- (iii) Affidavit by the bidder to the 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 her/his/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 SFC Godown to fair price shops.
 - (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/flour mill owner;
 - (e) No dues of the corporation are pending against her/him/they 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 s/he/they as family member of bidder-cum-vehicle owners have no-objection to the use of vehicles for transportation operation of the Corporation. (if applicable)
- (v) Self- attested Photocopies of Certificate of incorporation, the Memorandum and Articles of Association along with self arrested photocopy 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 certificates issued by District Magistrate and Superintendent of police respectively along with passport size photo and signature of bidder.
- (viii) A Bank Draft of Rs 3,00,000/- (three lakhs) only as Earnest Money of any Nationalized Bank issued after the publication of the Tender Notice and drawn in favour of "Bihar state Food and civil supplies Corporation Ltd Nawada"
- (ix) Self-attested photocopy of owner book of **10 trucks registered in the name of the bidder** or her/his/their family member 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 of trucks, 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 agreements on stamp of Rs 1000/- of 30 / (Thirty) such trucks for every trucks separately.

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) Statement of Bank account for last six months preceding the publication of Tender Call Notice.
- (xi) Power of Attorney if the person signing the tender is other than the partners or directors in respective cases of partnership and company or authorization letter in case of other persons than individual, or Karta of HUF, there must be 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 directors in case of company.
- (xii) 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 firm and of directors in case of company.

NOTE:-

(A) Bidder or their authorized person will have to come with all original documents of 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 son living in the same house (including adopted children) and dependent parents for the purposes of the tender.

10. Disqualification Conditions:-

- (i) The selected or working Handling & Transporting: 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 Godown in the concerned District and vice-versa.
- (ii) **License holder of fair price shop or Rice millers of 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 Transport Committee. In such case, contract, whether executed or not with the bidder in any district shall be terminated forthwith along with forfeiture of EMD/security Deposit Further/s 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 be 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 in self 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 any fact/ any misleading act/declaring false information as regards former selections in any district to the other bided district/s will be ineligible for participating in the tender 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 F.I.R. has been lodged in any matter related to transportation Handling, puff case, Black marketing etc of food grains, against a bidder or transporter will amount to ineligibility for the Purpose

or taking part in bidding process or continuing as a 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 or 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 tender 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) Tender paper not accompanied with all the schedules/annexure, documents as detailed at Checklist (Annexure), the same shall be liable for rejection.

(xiii) At the time of agreement, successful bidder/bidders will have to submit self-attested photocopies of updated tax-token, mad permit, pollution certificated and insurance certificate off all leased vehicles to District Manager, SFC. Failing this, no agreement will be executed with him/her/them, and he/she/they will be barred for taking part for next five years in the future tender forfeiting the deposited EMD at the same time.

(xiv) In case bidder has applied in more than one district then his tender will be rejected.

11. 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.

(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 of bidder in case of an individual, by the karta in case of HUF 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 and opening of tender 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 individual, HUF, 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) An individual/HUF/firm/company shall not be appointed as Handling & Transport Contractor for more than one (1) district.
- (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. 10 (Ten) lakhs** only for security deposit in the form of Bank Draft in favour of "Bihar state Food and Civil Supply Corporation Ltd. Nawada".
- (xii) The EMD furnished by the successful bidder can be adjusted towards security deposit if requested by him/her in writing.
- (xiii) EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the prescribed date for execution of agreement and to take up the work without prejudice to any other rights and remedies of Corporation under the contract and law.
- (xiv) EMD shall be refunded to all technically unqualified bidders except technically qualified bidders expressing willingness to be part of panel and to work at earlier decided rate for the district, for which tender applied and don't withdraw EMD.
- (xv) No interest shall be payable on the amount of earnest money deposit (EMD).
- (xvi) The selected bidders will also pledge/Mortgage Company/personal property of **Rs. 20 (twenty) lakhs only** in favour of the respective District Manager of the District.
- (xvii) At the time of agreement, the selected bidders will also have to submit **Bank Guarantee of Rs. 20 (Twenty) lakhs only in** favour of " Bihar state food & civil supplies Corporation Ltd. Nawada" other wise, the appointment of said bidder will be cancelled & the Earnest Money will be forfeited.
- (xviii) In addition, Two sureties of **Rs. 5 (Five) lakhs** each shall be furnished at the time of execution of agreement in the prescribed format.
- (xix) No person/company/firm shall be appointed as Handling & Transport Contractor in a district under this tender process. if she/he/they or any of her/their/family members or directors or partner has a commercial interest in business relating to custom milling of rice or milling of wheat or fair price shop or storage operation in 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 member 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-cum Transporting contractor or custom milling of rice or milling of wheat or storage operation or fair price shop in any district.
- (xxi) Suppression of any fact/any act to mislead /declaring false information in the bid or thereafter detected at any stage will amount to male fide intention of the bidder to mislead the District Tender Committee, and therefore will result in his/her/their termination forthwith along with
- (xxii) forfeiture of EMD/security deposit. Further she/he/they shall be banned/blacklisted and not allowed to participate in any tender for next five years.

(xxiii) (a) The District Transport Committee shall select transporter or transporters from technically qualified bidders who have quoted existing rate, as per the need of the district transport committee/state transport committee.

(xxiv) The Existing rate slab is given below:-

Distance Slab	Transporting Rate (Per Qtls per K.M. in word.)
0-10 KM	1500/ 9 MT(One thousand five hundred Rupees)
0-20 KM	1.21(One Rupees & Twenty one Paise)
0-50 KM	0.75(Seventy five Paise)
0-100 KM	0.65(Sixty five Paise)
Over 100 KM	0.60(Sixty Paise)

(b) If the number of technically qualified 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 years from the date of allotment of work.

(d) If number of bidders is less than the number of contractors required for the district, all technically qualified bidders will be selected and all those bidders who have expressed their willingness to work will be kept in panel and they can be assigned work by district transport committee as per need and by applying lottery-method if the case is so.

(xxiii) Provision for empanelment:- (a) District Transport committee shall make panel of contractors consisting of contractors who couldn't be selected because of lottery and who have not withdrawn the earnest money deposited during tender process, (b) District Transport Committee reserves the right to take services of any of contractors mentioned in xxiii :- (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.

(xxv) Transport rates should be inclusive of transit losses, insurance, Taxes, octroi, and Handling charges at depots of Food Corporation of India, if any.

(xxv) Transporter will be solely responsible for transportation and delivery of grains handed over by FCI/SWC Godown per delivery schedule and route chart as directed by concerned district administration / district manager and obtain signature of the recipient (AGM OF SFC GODOWN) on the document,

In the district, work will be allotted proportionately among all selected and working transportation at the time.

20 00

- (xxvi) All the 40 (forty) trucks provided by the transport, handling – cum – delivery agent will be painted whole body in yellow colored and will be written.

S.F.C (जिला का नाम)

F.C.I डीपो से S.F.C के गोदाम तक

खाद्यान्न का परिवहन

In deep Black in a yellow background with a strip having 2'8" height in front the space on the top 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 color, However, The handling & transporting contractor shall have no claim on deletion of vehicle both at dispatching and receiving point for any reason.

- (xxvii) Either kind of vehicle, mentioned by Handling-cum Transporting Agent to his/her/ their tender documents at the time of bidding cannot be changed till the end of the agreement and transportation of food grains should be on these vehicles. In case the vehicles is required to be disposed of replaced for unavoidable reasons during the continuity of the contract, the same shall be made or written prior intimation to the District Magistrate with substitute of a suitable vehicle in the name of the bidder along with its documentary evidence. These vehicles must be like other vehicles with GPS with load shell and sim, texture/colour and written descriptions on the body.
- (xxviii) The Handling-cum-transporting Contractor shall not sublet, transfer or assign the contract or any part thereof.
- (xxix) Handling-cum- transporting Contractor shall provide each of the 40 (forty) trucks fitted with working online GPS Device (GPRS enabled) with load shell as well as SIM of Mobile Operator having widest network coverage in Bihar for proper monitoring of vehicles at all location in Bihar before agreement. In case GPS gets damaged while in operation the same shall be replaced by the suitable one within 48 hours by the Handling-cum-transporting Contractor and under no circumstances the vehicle shall be used without working online GPS device with load shell and Sim for transportation of food grains.
- (xxx) **If vehicles is used without working online GPS device with load shell & sim, no transporting charges will be paid and at the same time contract/agreement shall be terminated forthwith after with 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-cum-Transportations & delivery Contractor has nothing to say.
- (xxxi) The monitoring of working of online GPS device with load shell 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 MHZ GSM/GPRS module RS. 232 serial port ignition ON/OFF detection local & remote configuration (OTA) support TCP, UDP & HTTP on line off line tracking and armoured cable. Specification about load shell shall be provided at the time of agreement.
- (xxxii) It shall be ensured by the Handling-cum- Transporting Contractor that there should not be any difficulty in integration 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-cum-Transporting Contractor. Non installation of GPS and load shell shall lead to cancellation of agreement.
- (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 the concerned transporter will be made as per percentage of GPS with load shell installed vehicle found online on the Corporation server. On repetition of the same agreement of the Transporter shall be terminated.
- (xxxiv) 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.
- (xxxv) In order to meet any eventuality, the Handling-cum-Transporting Contractor shall keep in a standby mode at least five vehicles with GPS and load shell duly in installed and coloured with yellow texture along with description written thereon like other vehicles.
- (xxxvi) The transporter is liable to pay transit shortage on economic price as fixed by Central Govt, which will be deducted from transport bills submitted by him.
- (xxxvii) The services of empanelled bidders may be taken by the District Transport committee, in case the acting contractor fails to do the assigned work within the scheduled time, for timely and effective transportation of stock in the interest of the work.
- (xxxviii) After selection of Handling-cum-Transporting Contractor, he has to execute an agreement/Contract and furnish Security Bonds in the prescribed Format within 7 days from the date of selection or as per the direction of the District in this regard. **The period of agreement /contract will be valid up to Three years from the date of allotment of work which can be terminated any time by issuing 30 days prior notice**
- (xxxix) During the continuity of the contract/agreement if there is any breach of any of the terms of the agreement by Handling-cum-Transporting Contractor, **the agreement will be terminated and the transporter will be blacklisted and debarred for next five years from future transportation work. In addition to the encashment of security deposits of 10 lacs, the Bank guarantee of 20 lacs will also be forfeited subjecting the transporter to other legal actions at the same time.**
- If such losses remain uncompensated after encashment security deposits and bank guarantee, then said excess loss shall be also recovered from the immovable property by way of attachment or sale of mortgaged properties.
- (xl) All the persons employed by the bidder if appointed as Handling-cum-Transporting Contractor, 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.
- (xli) 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 or losses occurred to the corporation due to any act whether negligence or other wise of the contractor himself, his self or his/her employees. The losses, if any, shall be recoverable from the contractor.

- (xlii) If the Transporter/Driver will be found indulged in Black marketing or theft of food grains, punitive action will be taken against the transporter as per law.
- (xliii) 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 or 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/recovery along with interest from the contractor any resultant loss sustained or cost incurred as result of action or inaction of the contractor or his employees/staff or drivers.
- (xliv) **In case any recoverable amount is due from him, in addition to the action under Bihar & Orissa Public Demands Recovery Act 1914 and concerned rules, civil & criminal action under Indian penal code or Essential Commodity Act will be taken against him or recovery of the said amount with the interest of @12% per annum from the date when such payment falls due up to the date of final recovery.**
- (xlv) 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.
- (xlvi) All the partners/all the directors all the members of family of the HUF shall be liable jointly and separately for payment of dues of the corporation for H & T operations.
- (xlvii) During this contract, any change in the constitution of the firm/company/proprietorship/partnership without prior approval of the Corporation in writing is not permissible.
- (xlviii) The H & T contractor shall issue identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- (xlix) If any selected H&T Contractor is found to be involved in any criminal case, which amounts to moral turpitude or vigilance case or is blacklisted by any state or Central Government by Central or State Agency or Undertaking during contract period, the agreement executed with the H & T contractor shall be terminated forthwith without prejudice to other right and remedies.
- (i) The H&T contractor shall not load more than permissible quantity of food grains in each vehicle before transportation as provide under motor Vehicles Act, If the H & T Contractor shall load the stock beyond permissible limit provide 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 H&T Contractor.
- (ii) The managing Director BSFC shall nominate officers to act as Arbitrators for adjudication and decision on the disputes. 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,
- (iii) In the event of any dispute covering or arising out of his contract/agreement the jurisdiction of the court shall be at District Headquarter for the district for which the T&H 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.

- (liii) It is expressly agreed & declared by & between the parties here to 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.
- (liv) **In future any direction by Government regarding transportation of food grains will be acceptable to the bidder after selection as Handling-cum-Transporting Contractor, including transporting and handling of paddy/CMR during procurement season.**
- (lv) District Transport committee and Managing Director, BSFC reserves the right to accept or reject any or all the Tenders/bids without assigning any reason whatsoever or to award contract to one or more than one technically qualified bidders in one district at LI rate against which no representation will be entertained.
- (lvi) In case of any dispute the decision of the Chairman-cum-Managing Director/Managing Director of the Corporation shall be final and binding.

12. Duties of Transporting-Cum-Handling Agent

- (i) The successful bidder at the time of execution of agreement has 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 will be solely responsible for payment of wages/minimum wages & EPF contribution to the laboures 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, 1911 and rules and also Civil & Criminal action under Indian Penal code or Essential Commodity Act will be taken for recovery of the said amount.
- (v) The bidder/second party is bound to carry out the directions issued from time to time by District Administration/District Manager if any need arises.
- (vi) The bidder 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 disposed 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) Transporter shall have to follow the instruction regarding GPS/ SMS /Load shell as well as instructions issued by District Manager/ District Administration and Head Office.
- (ix) As per schedule and route chart fixed by District Magistrate, Transporter is bound to deliver the quantity of food grains at BSFC Godown and hand over to AGM on date. In any case, if the route is diverted it would be done with the prior permission of the District Magistrate. In case of failure to do, 100% penalty (in addition to actual cost of the grain available on transport) shall be levied.

- (x) If the Driver Transporter or any other person deployed by the transporter will be found indulged in black marketing or theft of food grains, punitive action will be taken against the transporter as per law.
- (xi) 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 found from the bidder/second party, action under Bihar & Orissa Public Demands Recovery Act 1914, will be taken for recovery of the said amount with the interest of @ 12% per annum from the date when such payment falls due up to the date of final recovery.
- (xii) The Corporation reserves the right to reject any or all the Tenders/bids without assigning any reason whatsoever or to divide the work of one district amongst more than one technically qualified bidders at L1 rate against which no representation will be entertained.
- (xiii) In case of any dispute, the decision of the Chairman-cum-Managing Director of the Corporation shall be final and binding.

[Handwritten Signature]
06/10/17

[Handwritten Signature]
6/10/17
District Manager,
B.S.F.C Nawada

[Handwritten Signature]
District Magistrate
-cum-
Chairman,
District Transport Committee, Nawada

Seal &
Signature
of Dist.
Manager

BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD, NAWADA

TENDER FORM

FOR MAIN TRANSPORTATION FROM FCI TO SEC GODOWN

PROFORMA

Self
attested
photograph

1. Name of the Revenue District 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. PAN NO.-
6. Contact No:-
(i) Telephone No.-
(ii) Mobile No. -
7. Money Receipt No..... dated for Rs. 5000/- (Rupees Five thousand only being the price of Tender Form.)
8. Earnest Money:- Bank Draft No..... dated..... Name of the Bank..... for Rs. 3,00,000/-
9. Quote the rate for the following Distance Slabs as shown below:-

Distance Slab	TRANSPORT RATE (Per Qtls per K.M. in words.)
0 - 10 K.M.	
0 - 20 K.M.	
0 - 50 K.M.	
0 - 100 K.M.	
Above 100 K.M.	

Explanation:-

- i. Each Slab is independent and does not relate to any other Slab in any manner. All Slabs will begin with "0" (Zero) K.M.
- ii. The payment for each Slab will be based on the actual amount admissible or the minimum guaranteed amount for the Slab indicated which ever is higher.

**Details of handling operation to be performed by the selected
Transporter as Transporting & Handling Agent.**

1. HANDLING AT RAILHEAD

(i) Unloading from wagons and stacking at the platform or loading into wagons from the stocks at platform.	Handling rate not to be quoted as the handling rate will be applicable as per notification issued by labor resources Dept. Govt. of Bihar time to time
(ii) Loading the bags from the Platform to the truck directly or unloading from truck and unloading into wagons directly.	
(iii) Unloading from wagons and loading into truck directly or unloading from truck and loading into wagons directly.	

2. Handling Operation other than Railhead

(i) Unloading from truck to the weighing scale or from the weighing scale loading into the trucks	Handling rate not to be quoted as the handling rate will be applicable as per notification issued by labor resources Dept. Govt. of Bihar time to time
(ii) Taking the bags from the weighing scale to the stock and staking or from the stock to the weighing scale	
(iii) Unloading from trucks and stacking directly in the godson or taking the bags from the godowns and loading into the truck or Vehicles directly	

Note :- Handling rate of concerned district fixed by the Corporation is same for all the Tenders. The Tender may get the required information in this regard from the concerned District office/Head Quarter of the Corporation. For the purpose of the consideration of recommending the Tender to be appointed as transporting & Handling Agent, the rate of handling, which is same for all Tenders, will have no consideration.

SIGNATURE OF THE TENDER OR
THE AUTHORISED REPRESENTATIVE

ANNEXURE

Checklist for cross-verification of the tender for main transportation .

SI NO.	Name of the Document (Must be self attested)	Put "√" Mark
1	Tender document including Technical Bid & Financial Bid	
2	Copy of money receipt as cost for tender paper	
3	Papers supporting experience of such works	
4	Earnest Money Deposit (EMD) of nationalized bank	
5	Partnership deed/Certificate of Registration, Articles of Association/Memorandum of Association & of Resolution	
6	Power of Attorney/Authorization letter	
7	Income tax return of FY 2014-15,2015-16 & 2016-17 and PAN card.	
8	Certificate of immovable property issued by SDO.CO	
9	Affidavit as per clause (a) to (g) of para-9 (iii) of tender T&C by the competent person	
10	Bidder's family member/directors/Partners affidavit (if applicable as to non-objection to the use of vehicles)	
11	Residential and character certificate issued by designated authority	
12	Last Six months Statement of Bank account preceding the publication of Tender Call Notice.	
13	Owner book of 10 (ten) vehicle/ truck of the bidder with road permits, up to date tax token, insurance paper, pollution certificate and fitness certificates.	
14	30 (thirty) original copies of lease/contract agreements of vehicles on stamp of Rs. 1000/- each	
15	Whether money receipt number indicated on Top to the Technical Bid as well as financial Bid	
16	Whether all filed copies are self attested	
17	Whether every page of the tender document is signed with seal	
18	Whether Technical Bid and Financial bid are separately sealed.	
19	Whether Rate as well as minimum guarantee quoted in "Rs/Qnt" based slabs.	
20	Whether Money receipt number is mentioned on the Technical as well as financial document.	
21	Whether disclosure sheet of the names of the family members by the bidder is enclosed	
22	Whether cutting on the tender form is duly signed.	
23	Whether complete address as per Income tax return mentioned.	
24	Whether rate quoted is inclusive of transit losses, taxes, control & handling charges.	
25	Tender is to be filed by hand as per direction in tender (not by post/fax/courier)	