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**FOOD
CORPORATION
OF INDIA**

CONTRACT DIVISION
KARNATAKA REGION
BANGALORE - 560 041.

TENDER DOCUMENTS

TENDER NUMBER : S & C / 15 (7) / RTC / CWC-KLNR/09.

Name of the work :

TRANSPORT OF FOODGRAINS BY ROAD FROM GOOD SHED/RAILHEAD/FSD- MYSORE TO THE GODOWNS AT CWC, KUSHALNAGAR (SKANDA GODOWN, KOPPA) OR VICE-VERSA

THIS DOCUMENT IS NOT TRANSFERABLE THE TENDER IS ISSUED IN DUPLICATE
ONE COPY SHALL BE RETAINED BY THE TENDERER

Receipt No. _____ Date : _____

Cost : Rs. 563/- (Rupees Five Hundred and Sixty three only)

**THE FOOD CORPORATION OF INDIA
REGIONAL OFFICE : BANGALORE - 560 041**

INVITATION TO TENDER AND INSTRUCTIONS OF TENDERERS FOR
APPOINTMENT OF CONTRACTORS FOR TRANSPORT OF FOODGRAINS BY ROAD
FROM GOODSSHED/RAILHEAD / FSD MYSORE TO THE GODOWNS AT CWC
.KUSHAL NAGAR(SKANDA GODOWNS, KOPPA)OR VICE-VERSA

TENDER SERIAL NO.

TENDER NO.S&C/15(7)/RTC/ CWC-KLNR/09.

- a) Last date for receipt of tender upto 2.00 PM on 24.11.2009.
- b) Tender to be opened at 3.30 PM on 24.11.2009.

Note:If the date fixed for opening of tenders is subsequently 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 indicated above.

- c) Tender to remain open for acceptance upto and inclusive of 07.01.2010.

Note:

- 1 The GENERAL MANAGER(KTK), Food Corporation of India, Bangalore, may at his discretion, extend this day by 30 (Thirty) days and such extension shall be binding on the tenderer.
- 2 If the date upto which the tender is open for acceptance is declared to be a holiday, the tender shall be deemed to remain open for acceptance till next following working day.
- 3 The technical bid and price bid shall be submitted in separate sealed envelopes being clearly superscribed as technical bid and price bid both these envelopes containing the technical bid and price bid will finally be put in double sealed cover envelopes. Tenders which do not comply with this instructions shall be summarily rejected.

Telegram : "FoodCorp" Fax : 080-26633424

Tel. No. : 26633474 / 266559400

THE FOOD CORPORATION OF INDIA
BANGALORE.

From
The GENERAL MANAGER(KTK)
Food Corporation of India,
Regional Office, No.10, East End Main Road,
4th 'T' Block, Jayanagar,
Bangalore - 560 041.

To.

Dear Sir(s),

For and on behalf of the Food Corporation of India (hereinafter called) the "Corporation" the GENERAL MANAGER(KTK), Food Corporation of India, Bangalore invites tenders UNDER TWO BID SYSTEM for appointment of contractors for transport of foodgrains allied materials etc. in and around Mysore for a period of 2 Years from 07.01.2010 or such later date as may be decided.

- A. BRIEF DESCRIPTION OF WORK : - Transport of foodgrains, flour, sugar etc. by road from Goodshed/Railhead/FSD Mysore to the godowns at CWC-Kushal Nagar (Skanda Godown, Koppa) or vice-versa

NOTE :- Wherever foodgrain bags are transported to the godowns or from the godowns to/from various places by trucks, the loaded/empty trucks are to be weighed on lorry weighbridge wherever available at the depot premises. In case new weighbridge is installed/hired/acquired during the currency of the contract, the trucks have to be weighed on these new weighbridge. No separate remuneration shall be admissible to the contractors for taking empty or loaded trucks to the lorry weighbridge already available or newly installed/hired acquired weighbridges during currency of contract period at the godown premises for weightment. The remuneration of transport items shall be deemed to be inclusive of remuneration of this service also. All the lorries/trucks will be disinfested by (Food Corporation of India) with Malathion or any other chemical the Corporation may choose before the lorries/trucks are loaded adopting such dosage and concentration that may be decided upon from time to time. The contractor shall provide the lorries with gunny/wrappers/bamboo mats on the floor of the lorries before the bags are

loaded in the lorries. After the lorries are loaded, the stocks shall be covered using tarpaulins in good condition and the same lashed securely. Ropes and tarpaulins needed shall be supplied by the contractor. The contractor shall also offer necessary facilities for sealing the ropes. The lashing and securing of the tarpaulins shall be carried out in accordance with the directions of the officers representing the Corporation. No separate remuneration shall be admissible to the contractor for providing gunny wrappers/bamboo mats, ropes, tarpaulins, sealing the ropes, lashing the securing the tarpaulins etc., referred above.

The tenderers must get themselves fully acquainted with the transport work and the loading/unloading points before submission of the tender and the rate quoted by them shall be deemed to have been done after such acquaintance. Tenderers are required to quote their rate per tonne (Nett) point to point only from godsshed/Railhead/FSD.Mysore to the godowns at CWC-KushalNagar or vice-versa and/or from siding to non-siding within the godown complex or vice-versa in the form annexed at Appendix-III. Quotation any other form viz per MT Per Km. etc. shall be treated as not valid and will be disposed of accordingly. The rates shall be applicable for net weight of foodgrains exclusive or tare weight of gunnies. Transport charges are not payable for distance covered on return journey or from garage to place of loading or back to garage. In case the rate is quoted in a manner other than mentioned above the tenders are liable to be ignored. The tenders should not incorporate any condition in the tenders and conditional tenders are likely to be ignored.

- B. VOLUME OF WORK: No definite volume of work to be performed can be guaranteed during the currency of the contract. Provided however that the Corporation undertake that during the period of contract the successful tenderer shall in any event be entrusted the works which would entitle him to a remuneration of an amount would not be less than Rs. (Rupees..... only)
- C. THE CONTRACT, IF ANY, WHICH MAY EVENTUATE FROM THIS TENDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF CONTRACT AS CONTAINED IN THE INVITATION/INSTRUCTIONS TO THE TENDERERS AND AS GIVEN IN THE ANNEXURE TO THE FORM OF THIS TENDER.
3. The instructions to be allowed for submitting the tender are set out below:-
- a) INFORMATION ABOUT TENDERERS :- The tenderers must furnish full precise and accurate details in respect of information asked for in Appendix-I attached to the form of tender. Tenderers should also furnish the required information about name of their bankers.
- b) SIGNING OF TENDER:-
- (i) Person or persons signing the tender shall state in what capacity he is or they are signing the tender etc, as sole proprietor of a firm or as a Secretary/Manager/Director etc of a Limited Company. In the case of

partnership firms, the names of all the partners should be disclosed and the tenders shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matter pertaining to the contract.

The original or an attested copy of the partnership deed should be furnished along with the tender. In the case of a Limited Company, the name of the Director shall be mentioned and it shall be certified that the person signing the tender is empowered to do so, on behalf of the company. A copy of memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the karta, who can bind the firm should sign the form and indicate his status below his signature.

(ii) The person signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed to 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 liable to summarily rejection without prejudice to any other right of the Corporation, under the law. 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 proprietary concern, and the person who by his signature can bind the company in the case of a Limited concern. In the case of Hindu Undivided Family, the "Power of Attorney" should be signed by the Karta who by his signature can bind the firm.

3. EARNEST MONEY :

Each tender must be accompanied by an Earnest Money of Rs.4,46,000/- (Rupees Four Lakhs fortysix Thousand only) either in the form of a Crossed Account Payee (not negotiable) Demand Draft issued by the State Bank of India or a Scheduled Bank in favour of the GENERAL MANAGER(KTK), Food Corporation of India, payable on par at Bangalore. Tenders not accompanied by Earnest Money shall be summarily rejected.

The Earnest Money shall be liable to forfeiture, if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms and conditions thereof in any manner it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the tenderer's failure after the acceptance of his tender to furnish the requisite Security Deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law.

The Earnest Money will be returned to all unsuccessful tenderers as soon as practicable after decision on tenders and to successful tenderer after he has furnished a Security Deposit if the successful tenderer does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on the amount of Earnest Money in any case.

The parties resiling before validity period shall be blacklisted and in case of parties not submitting the documents for verification, Earnest Money shall also be forfeited besides blacklisting them.

4. **SECURITY DEPOSIT :**

- i) The successful tenderer shall furnish with in a week of the acceptance of his tender a Security Deposit of Rs.11,14,000 /-(Rupees Eleven lakhs fourteen Thousand only) The successful tenderer shall however, have the option to pay 50% of the Security Deposit within the above mentioned period and the remaining 50% by deductions at the rate of 5% from each admitted bill for work done under the contract.
- ii) The Security Deposit furnished by the tenderer would be subject to the terms and conditions given in the annexure to this tender and the Corporation will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- iii) The successful tenderer will ensure that the necessary documents authorising the person who has signed the tender, to bind his firm or the company have been filed or registered with Public Debt. Office.
- iv) If the successful tenderer has previously held any contract and furnished Security Deposit, the same shall not be adjusted against this tender and a fresh Security Deposit will be required to be furnished.
- v) Deleted

5. **DOCUMENT ATTACHED TO TENDER :**

(a) Attested copies of partnership deed and power of Attorney must be submitted by the tenderer along with the tender. After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of Attorney within 7 (seven) days of the acceptance of tender failing which Corporation will be entitled to cancel the contract at the risk and cost of tenderer.

(b) The tenderers should submit the tender documents including 'Invitation to Tender' without detaching any page or pages, duly filled in/completed and signed on each page of tender form.

(c) Tenders not accompanied by all the schedules/annexures intact and duly filled in and signed may be ignored.

(d) The tenderer should submit a copy of the license obtained from the appropriate authority under the Contract Labour(R&A) Act 1970 along with the tender. However, in case of new entrants, they should give an

undertaking to submit the certificates of license within 30 days of award of contract failing which the contract is liable for termination and alternate arrangements will be made at his risk and cost.

6. **DELIVERY OF TENDER :**

(a)The technical bid and price bid shall be submitted in separate sealed envelopes being clearly superscribed as technical bid and price bid . Both these envelopes containing the technical bid and price bid will finally be put in double sealed envelopes, the inner envelope being superscribed as tender No. S&C/15(7)/ RTC/CWC-KLNR for Road Transport Contractor appointment of loading/unloading and transport contractors at FCI godown at Mysore/CWC-Kushalnagar.The outer cover shall addressed to the GENERAL MANAGER(KTK), Food Corporation of India, Bangalore and without any indication that a tender is contained inside. Tenders which do not comply with this instruction shall be summarily rejected. Out station tenders are advised to send their tenders by Registered Post.

(b)The tenderer shall submit the tender in two separate sealed covers duly complete in all respect viz. one for technical bid and other for price bid (duly superscribed) and putting both the bids in one double sealed cover for the said cover.

(c)Both the technical bid and price bid shall be submitted simultaneously, as stated above.

(d)The name of work and words TECHNICAL BID only and PRICE BID ONLY as the case may be clearly written on top of respective (cover) envelope.

(e)Technical bid shall be accompanied by earnest money of Rs.4,46,000/- (Rupees Four Lakhs forty six Thousand only) by demand draft or pay order of any Scheduled Bank in favour of Food Corporation of India, Bangalore

(f) All credentials, documents and copies of certificate/information called for would be submitted as per tender paper with the Technical Bid.

(g)The technical bid only shall be opened first, on the due date and time specified in the presence of the tenderer or their authorized representative who will remain present. The price bid of only those tenderer shall be opened whose technical bid are found to be acceptable. The time and date of opening of price bid shall be fixed and intimated to them.

(h)Scrutiny of the technical bid shall be done by General Manager(KTK), Food Corporation of India, Bangalore in consultation with Departmental committee . Necessary clarification required by the Corporation shall be furnished by the tenderer within the time given by the Corporation for the same.

i) It should be clearly understood by the Tenderer that no opportunity shall be given to them to modify or withdraw any offer at a stage when the price bid is known to all Tenderer.

j) The tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing the Tender invalid would make unless the same are neatly carried out and attested over the full signature of Tenderer.

7. OPENING OF TENDER :

The tenders will be opened in the office of the GENERAL MANAGER(KTK), Food Corporation of India, Bangalore at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorised representative at the time of opening of tenders.

8. CORRUPT PRACTICES :

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender form being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

9. INTERVIEWS AND ACCEPTANCE OF TENDER.

The tenderers should be prepared to proceed to Bangalore or Chennai at their own expenses and without any obligation, if called upon to do so, to interview the GENERAL MANAGER(KTK), Food Corporation of India, Bangalore or the Executive Director (or an officer authorised to act on his behalf), Food Corporation of India, Chennai as the case may be at their own expense. The GENERAL MANAGER(KTK), Food Corporation of India reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be advised of the acceptance of his tender by a letter /telegram of formal "Acceptance of Tender". Where acceptance is communicated by Telegram the formal acceptance of tender will be forwarded to the contractor as soon as possible, but the telegram must be acted upon immediately.

Yours faithfully,

GENERAL MANAGER(KTK)
For and on behalf of the Food Corporation of India.
Bangalore.

ANNEXURE

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR TRNASPORT OF FOODGRAINS ETC. BY ROAD FROM GOODSHED/ RAILHEAD/ MYSORE TO THE GODOWNS AT CWC- KUSHAL NAGAR (SKANDA GODOWN,KOPPA) OR VICE-VERSA

1. DEFINITION

- i) The term 'CONTRACT' shall mean and include the invitation to tender incorporating also the instructions to tenderers and the tender and its annexures and schedules acceptance of tender and such general and special conditions as may be added to it.
- ii) The term 'CORPORATION' and 'FOOD CORPORATION' wherever occurs shall mean the Food Corporation of India, established under section 3 of the Food Corporations Act,1964 and will include its Managing Director/Secretary, and its successor or successors and assigns.
- iii) The term 'GENERAL MANAGER(KTK)' shall mean the GENERAL MANAGER(KTK), Food Corporation of India under whose administrative jurisdiction, the transport work to which the contract relates fall .The term 'General Manager' shall also include the Area Manager and every other officer authorized for the time being to execute contracts on behalf of the Food Corporation of India.
- iv) The term 'contractors' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs , executors, administrators, successors, and their permitted assigns, as the case may be .
- v) The term 'services' shall mean the performance of any of the items of work enumerated in schedule of services as elaborated in Clause XVIII herein including such auxiliary, additional/ incidental duties, services and operations as may be indicated by GENERAL MANAGER(KTK) or an officer acting on his behalf.
- vi) The terms 'Contract Rate' shall mean the rates of payment accepted by the General Manager for and on behalf of the Food Corporation of India.
- vii) The term 'godown' shall mean and include godowns, silos bins already belonging to or in occupation of the Corporation or may hereafter be constructed or acquired by it at any time and shall also mean and include open platform/plinths built or constructed for storage of foodgrains inside or outside the depot premises.

- Viii) The term 'Foodgrains' shall mean and include Foodgrains, Products of foodgrains, Fertilizers, Sugar etc.
- ix) The term 'trucks' wherever mentioned shall mean mechanically driven vehicles such as lorries, etc, and shall exclude animal driven vehicles.

II. OBJECT OF THE CONTRACT :

The Contractors shall render the transport services as and when necessary and as directed from time to time by the GENERAL MANAGER(KTK) or an Officer acting on his behalf together with such additional auxiliary and incidental duties, services and operations as may be indicated by the GENERAL MANAGER(KTK) or an Officer acting on his behalf and are not inconsistent with these terms and conditions.

III. PARTIES TO THE CONTRACT :

a) The parties to the contract are the Contractors and the Food Corporation of India represented by the GENERAL MANAGER (KTK), Bangalore and/or any other person authorized and acting on his behalf.

b) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be, in such matter pertaining to the contract. If on inquiry, it is found that the person concerned has no such authority, the Food Corporation of India represented through the GENERAL MANAGER (KTK) may without prejudice to other Civil and Criminal remedies, terminate the contract and hold the signature liable for all costs and damages.

c) Notices or any other action to be taken on behalf of the Food Corporation of India may be given/taken by the GENERAL MANAGER(KTK) or any other Officer so authorized and acting on his behalf.

IV. CONSTITUTION OF CONTRACTORS :

- a) Contractors shall at the time of submission of tender declare whether they are sole proprietary concern or registered partnership firm, or private limited company or a public limited company incorporated in India or a Hindu Undivided Family shall also be indicated. The composition of the partnership, names or directors or companies, the name of the Karta or Hindu Undivided Family shall also be indicated. The Contractors shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated

shall be deemed to have power of attorney from the contractors in respect of the contract and whose acts shall be binding on the contract.

- b) The Contractors shall not, during the currency of the contract make without the prior approval of the Corporation any change in the constitution of the firm. The Contractors shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

V. SUBLETTING :

The Contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the Contractors contravening this condition, the Corporation shall be entitled to place the Contract elsewhere on the Contractors' account and at their risk and the Contractors shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing the Contract.

VI. RELATIONSHIP WITH THIRD PARTIEES :

All transaction between the contractors and their parties shall be carried out as between two Principals without reference in any event to the Corporation. The Contractors shall also undertake to make their parties fully aware of the position as aforesaid.

VLL. LIABILITY FOR PERSONNEL :

a) All persons employed by the Contractors shall be engaged by them as their own employees/workers in all respects and the responsibility under the India Factories Act or the Workmen's Compensation Act or the Employees Provident Fund Act or the any other similar enactments in respect of all such personnel shall be that of the Contractors. The Contractors shall be bound to indemnify the Corporation AND KEEP THE CORPORATION INDEMINIFIED AT ALL TIMES against all claims whatsoever in respect of the said personnel UNDER the Workmen's Compensation Act, 1923 or any statutory modification thereof otherwise or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractors or not. It is also expressly agreed that the Corporation will be free to adjust/set off moneys due to the Contractors against the amounts so paid or payable by way of Compensation etc. by the Corporation.

b) The Contractor shall be liable for making contribution in accordance with the provisions of the Employees' Provident Fund Act, 1952/ M.P Act

and the scheme framed there under, in respect of the labour employed by him. The Contractor shall recover the amount payable by such employee and pay to the Corporation, ie. the Principal Employer under the said Act, the amount of Members' Contribution together with an equal amount of contribution. If, on account of the default of the Contractor in making such payments or for any other reason the Corporation makes such contribution on behalf of the Contractor, the Contractor shall be bound to reimburse the Corporation the amount of such contribution made by it. The Corporation shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments or otherwise, in respect of the labour employed by the Contractors.

The Contractor shall also maintain' such records and also submit such returns and prescribed under the Act to the authority designated in the EPF Act 1952/ M.P Act and the scheme framed hereunder and to the GENERAL MANAGER(KTK), Food Corporation of India. The Contractors shall also make available such records and returns as may be prescribed and or demanded, for inspection to the Officers of the Regional Provident Fund Commissioner and to the GENERAL MANAGER(KTK), Food Corporation of India or an Officer authorized by him or acting on his behalf.

c) In complying with the said enactments or any statutory modifications thereof, the contractors shall also comply with or cause to be complied with the labour regulations/enactments made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid the deductions un-authorisely made, maintenance of wage book or wage slip, publication of the scale of wages and other items of employment inspection and submission of periodical returns and other matters of like nature.

d) Not withstanding the fact whether the said legislations/enactments or any statutory modifications thereof, are applicable or not to the employees / workers employed by the Contractor he shall pay the following to them.

e) The Contractor shall pay not less than minimum wages to the workers engaged by them.

VIII. BRIBES, COMMISSION, CORRUPT, GIFTS ETC.

Any bribe, commission, gifts or advantage given promised or offered by or on behalf of the Contractors or any one or more of their partners/directors agencies or servants or any one else on their behalf to any Officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing for bearing favour or disfavour to any person in relation to the contract, shall subject the Contractors to the cancellation of this contract or any other contract with the Corporation and also to payment of any loss or damage resulting from such cancellation.

IX. PERIOD OF CONTRACT :

The contract shall remain in force for a period of two years from 07.01.2010 or such later date as may be decided by the GENERAL MANAGER(KTK) but the GENERAL MANAGER(KTK) reserves the right.

(i) To terminate the Contract at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the Contractors at their last known place of residence/business and the Contractor shall not be entitled to any compensation by reason of such termination.

(ii) The action of the GENERAL MANAGER(KTK), Food Corporation of India, Bangalore under this clause shall be final, conclusive and binding on the Contractors and shall not be called into question.

X. SUMMARY TERMINATION :

a) In the event of the Contractors having been adjudged insolvent of going into liquidation or binding up their business or making arrangements 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 GENERAL MANAGER(KTK) 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 Contractors and to claim from the Contractors any resultant loss sustained for costs incurred.

b) The GENERAL MANAGER(KTK) shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Contractors 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 costs that may be suffered or incurred by the Corporation due to Contractor's negligence or un-workman like performance of any of the services under the Contract.

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

d) The decision of the GENERAL MANAGER(KTK) in respect of non observance of the provision, failure to render the stipulated service satisfactorily or any breach of the terms and mentioned in sub-clause (a), (b) and (c) of this clause shall be final and binding on the Contractors.

XI. SECURITY DEPOSIT :

a) The Contractors shall furnish within a week of the acceptance of their tender, a security deposit as prescribed in the 'Invitation To Tender' failing which the Contract shall be liable to cancellation at the risk and cost of the Contractors and subject to such other remedies as may be open to the GENERAL MANAGER(KTK) under the terms of the Contract. The Contractors at their option may deposit 50% of the prescribed security in any of the prescribed forms at the time of award of the Contract while the balance 50% may be paid by the Contractors by deductions at the rate of 5% from admitted bills of the Contractors.

b) The Security Deposit shall be deposited in favour of GENERAL MANAGER(KTK), Food Corporation of India, Regional Office, Bangalore in the form of Demand Draft/Pay Order of a Scheduled Bank and the amount shall not earn any interest.

c) The Security Deposit will be refunded to the Contractor on due and satisfactory performance of the services and completion of all obligations by the Contractors under the terms of the Contract and on submission of a 'No Demand Certificate' subject to such deduction from the Security may be necessary for making up of the Corporation's claim against the Contractor.

d) In the event of termination of the Contract envisaged in Clause-X, the GENERAL MANAGER(KTK) shall have the right to forfeit the entire or part of the amount of Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed of by damages, losses, charges, expenses, or costs that may be suffered or incurred by the Corporation.

e) The decision of the GENERAL MANAGER(KTK) in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contractors.

f) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be 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 Corporation should that sum also be not sufficient to cover in full amount recoverable, the Contractors shall pay to the Corporation on demand the remaining balance due.

g) 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 any time be less than the specified amount.

XII. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY THE CORPORATION.

a) The Contractors shall be liable for ail costs, damages, demurrages, wharfages, forfeiture of wagon registration fee charges and expenses suffered or incurred by the Corporation due to the Contractors negligence and un-workmanlike performance of any service under this Contract or breach of any terms thereof of their failure to carry out the work with a view to avoid incurrence of demurrages etc., for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the Contractors themselves or their employees. The decision of the GENERAL MANAGER(KTK) regarding such failure of the Contractors and their liability for the losses etc., suffered by Corporation shall be final and binding on the Contractors.

b) In the event of default on the part of the Contractor in providing labour, weighing scales weights etc. and or their failing to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the GENERAL MANAGER(KTK) or an Officer acting on his behalf, the GENERAL MANAGER(KTK), shall without prejudice to other

rights and remedies under this agreement have the right to recover by way of compensation/ liquidated damages from the Contractors a sum of rupees five hundred or such lesser sum per day or part of a day of the default as the GENERAL MANAGER(KTK) in his absolute discretion may determine subject to the total compensation/ liquidated damages during the duration of the Contract not exceeding 15% of the value of the Contract and the decision of the GENERAL MANAGER(KTK) on the question whether the Contractors have committed such default or have failed to perform any such services efficiently and are liable to pay compensation/ liquidated damages and as to the quantum of such compensation shall be final and binding on the Contractors.

c) The Corporation shall be at liberty to reimburse themselves any damage, loss charges, costs or expenses suffered or incurred by them due to Contractors negligence and un-workmen like performance of service under the Contract or Breach of Contract or any terms thereof. 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 Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient the balance of the total sum claimed and recovered from the Contractors shall be deducted from the Security Deposit furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractors shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

d) The Contractors shall be responsible for the safety of the goods while in transit in their trucks/carts/any other transport vehicle and for delivery of quantity despatched from the rail heads/godowns etc. as the case may be to the destination or to the recipients to whom the grains etc. is required to be transported by the Contractor. They shall provide tarpaulin on deck of the trucks, so as to avoid loss of the grain, etc. through the holes/crevices in the decks of the trucks. They shall exercise adequate care and take precautions to ensure that the foodgrain bags are not damaged while in transit in their trucks/carts/any other vehicles. They shall deliver the number of bags and the weight of foodgrains received by them and loaded on their trucks. They shall be liable to make good the value of any shortages, wastage losses or damage to the goods in transit at two times the central issue rate for P.D.S (not RPDS) AS FIXED BY Government of India as applicable from time to time for all foodgrains and commodities other than sugar and three times the Central Issue rate (Government of India) as applicable from time to time in respect of Sugar except when Deputy General Manager, GENERAL MANAGER(KTK) (whose decision shall be final) decides that the difference between the weights taken at the despatching end and receiving ends is negligible and is due to the

discrepancies between the scales, grain or loss in moisture or other causes beyond the Contractor's Control.

e) **SET OFF** : Any sum or money due and payable to the Contractors (including deposit returnable to them) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum or money arising out of under any other Contract made by the Contractors with the Corporation.

XIII. BOOK EXAMINATION :

The Contractors shall, whenever required produce or cause to be produced for examination by the GENERAL MANAGER(KTK) or any other Officer authorised by him in this behalf any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and return verified in such manner as may be required relating to the execution on this Contract or relevant for verifying or ascertaining the cost of execution of this Contract. The decision of the GENERAL MANAGER(KTK) on the question of relevancy of any document, information or returns shall be final and binding on the Contractors. The Contractors shall produce the required documents, information and returns at such time and place as may be directed by the GENERAL MANAGER(KTK).

XIV. VOLUME OF WORK :

a) Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or through out the period of Contract. The mere mention of any item of work in this Contract, does not by itself confer a right on the Contractor to demand that the work relating to all or any item thereof, should necessarily or exclusively be entrusted to them. The Corporation will also have the right to appoint one or more Contractors, at any time viz. at the time of award of the Contract and/ or during the tenure of Contractor/for any or all the services mentioned hereunder and to divide the work as between such Contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

b) Provided always that the Corporation undertake that during the period of the Contract, the Contractors shall in any event be entrusted with the work which would entitle them to a remuneration of any amount which would not be less than Rs.NIL.

NOTE :

Notwithstanding the number of storage capacity of the existing godowns and those expected to be constructed/acquired during the Contract period and description of which is given in the tender, the Corporation may during the currency of the Contract take over/acquire/ construct more godowns for storage

as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more godowns out of those, the description of which is given in the tender or but of those which are later constructed/acquired! after during the pendency of the Contract. In such an event, the Contract shall not be rendered void the Contractors are bound to perform all services/duties and execute all the work as per terms and conditions and rates of the Contract and they shall not entitled to make any claims whatsoever against the Corporation for compensation/revision of rates or otherwise due to increase / decrease in the number of godowns of the storage capacity of the godowns.

XV. REMUNERATION :

- a) The Contractors shall be paid the remuneration in respect of the transport services performed by them at the contracted rate.
- b) If the Contractors are required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule the Contractors remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.
- c) The question whether a particular service is not covered by any of the services specifically described and provided for in the Contract, or is not auxiliary or incidental to any of such service shall be decided by the GENERAL MANAGER(KTK) whose decision shall be final and binding on the Contractors.
- d) The Contractors will have the right to represent in writing to the GENERAL MANAGER(KTK) 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 services, provided that such representation in writing must be made within fifteen 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.

XVI. PAYMENT

- a) Payment will be made by the concerned Area Manager of the Food Corporation of India on submission of bills in triplicate duly supported by consignee receipt/ or work certificate issue by the General Manager or an Officer acting on his behalf as the case may be. Bills shall as far as possible be in respect of every batch of 100 tonnes of foodgrains transported.

b) The Contractors should submit all their bills not later than two months from the date of expiry of the Contract so that the refund of Security Deposit may be speeded up. In order to facilitate disposal of bills, the Contractors are advised to submit their bills weekly/fortnightly.

NOTE :

The GENERAL MANAGER(KTK) may in his discretion make as on account payment to the extent of 50% of the value of work done in case where the contractors are not in a position to submit their final bills due to operational or any other difficulties, after the satisfactory performance of the service provided in the contract. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

XVII. LAWS GOVERNING THE CONTRACT.

- i) The contract will be governed by the laws of India for the time being in force.
- ii) The toll/taxi, octroi duty paid by the contractors to Government or any other authorized agency enroute wherever payable shall be deemed to have been included in the contract rates and no claim for reimbursement of these charges will be entertained by the Corporation.
- iii) The contractor shall be bound by all the laws, orders etc. in force or issued by Central or State Government from time to time and shall be personally liable for any penal consequences that may arise due to their violation and the Corporation shall not be liable for the same.

XVIII. SERVICES

The contractor shall transport by trucks to be arranged by them such quantity of foodgrains as may be required from day to day by the GENERAL MANAGER(KTK) or an Officer acting on his behalf from Goods-shed/Railhead Mysore. to the godowns at CWC, .Kushalnagar or vice-versa and the trucks shall be placed in appropriate place/godowns/point accordingly. The contractor shall take care not to mix bags of different kinds of foodgrains. The contractor shall obtain from the GENERAL MANAGER(KTK) or an officer acting on his behalf every evening particulars of the number of bags of foodgrains etc. required to be transported the next day, the place where the trucks should report for loading and the destinations to which the goods would be required to be transported. In special cases, the contractors may be required to arrange transport at shorter notice and they shall be bound to comply with such requisitions. Payment of this service will be in accordance with the stipulation given in Clause XVI.

XIX. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS.

The contractors shall obtain daily from the Area Manager, concerned or any officer acting on his behalf the programme of loading for the next day and shall provide adequate number of lorries/trucks in good condition in accordance with the programme and shall ensure that the first batch of lorries/trucks etc. are repositioned at the different loading points as indicated by the Area Manager or any Officer acting on his behalf at 07.00 hrs. daily. In special cases, the Contractors may also be required at short notice to arrange transport bags of foodgrains, flour sugar, etc. and shall be bound to comply with such request. The quantity mentioned in any programme given by the Area Manager or any Officer acting on his behalf may be altered and the Contractors shall be bound to supply lorries required in case the quantity shown in the programme is increased and in case of decrease in the quantity shown in the programme they shall not be entitled any compensation whatsoever for not entrusting them with the quantity specified in any programme issued to them.

- 2) No compensation shall be admissible to Contractors in respect of detention of trucks any other vehicles at godowns or any other loading/unloading point(s) or any other place(s) unless such detention be of an extra ordinary kind and the decision of the GENERAL MANAGER(KTK) on all such matters shall be final both as regards the admissibility of the amount, if any of the compensation. No compensation will be admissible to the Contractors on account of non-availability of work insufficient to engage the number of trucks or any other vehicles specified in any programme issued by the GENERAL MANAGER(KTK) or an Officer acting on his behalf.
- 3) The Contractors shall carry out all items of service assigned or entrusted to them by the GENERAL MANAGER(KTK) or an Officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said Officers. They shall render the services to the satisfaction of the GENERAL MANAGER(KTK), or an Officer acting on his behalf together with the such auxiliary and incidental duties, services and operations as may be indicated by the said Officer(s) and which are not covered in this Contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services shall be deemed to be included in the schedule of rates in the remuneration provided for various services specifically mentioned in the schedule. The Contractors shall always be bound to act with reasonable diligence and in a business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- 4) The Contractors shall engage competent and adequate staff and labour to the satisfaction of the GENERAL MANAGER(KTK) or an Officer acting on his behalf for ensuring efficient transport of foodgrains, etc., and furnishing correct and upto date position / information / progress of work statement and accounts.

The Contractors shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising for neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The GENERAL MANAGER(KTK) shall have the right to ask for the dismissal of any employee of Contractor who in his opinion is hampering the smooth execution of the work and his decisions regarding losses caused by neglect and misconduct etc., of the Contractors, their servants or agents or representatives shall be final and binding on the Contractors.

- 5) The Contractors shall advise the GENERAL MANAGER(KTK) and Officer authorized to act on his behalf the name of the one / more responsible representative(s) authorized to act in their behalf on day to day working of the Contract. It shall be the duty of those representative(s) to call at the Office of the GENERAL MANAGER(KTK) or an Officer acting on his behalf every day and night generally to remain in touch with them to obtain the information about the programme of despatches to various recipients and the godowns/activities and to report the progress of transport work etc. and generally to take instructions in the matter.
- 6) The Contractors shall take adequate steps and necessary precautions to avoid wastage and damage to be liable for any loss which the Corporation may suffer on account of the bags not being properly transported. The Contractors shall provide sufficient number of their own tarpaulins for such trucks to cover the bags of foodgrains etc., during the rains and shall be responsible if the foodgrains etc, are damaged by rains through their (Contractors) failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the GENERAL MANAGER(KTK) in this matter shall be final and binding on the Contractors.
- 7) The Contractor shall strictly abide by all rules and regulations of Railways and Police/Municipal authorities.
- 8) The Contractors shall be responsible for the safety of the quality and quantity of sugar/foodgrains, fertilizers etc, while in transit in their trucks for delivery of quantity despatched from the godowns etc. to the destination or to the recipients to whom the grains etc. is required to be transported by the Contractors. They shall provide tarpaulins in decks of the trucks so as to avoid loss of grain etc, through the holes/crevices in the decks of the trucks. They shall also exercise adequate care and precautions to ensure that the foodgrain bags are not damaged while in transit in their trucks. They shall deliver the number of bags and the weight of foodgrains, fertilizers etc. received by them and loaded in their trucks.
- 9) They shall be liable to make good the value of any shortage, wastage loss or damage to the goods in transit at the cost as indicated in Clause-XII-(d) except

when the GENERAL MANAGER(KTK) (whose decision shall be final) decides that the difference between the weights taken at the despatching end/ receiving end is negligible and is due to discrepancies between the scale gain or loss in moisture or other causes beyond the Contractor's control

- 10) The Contractors shall be responsible for performing the services detailed in and arising out of this contract also at night without any additional remuneration wherever required by the GENERAL MANAGER(KTK) or an Officer acting in his behalf.
- 11) The Contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workman like performance of any service under this Contract of breach of any terms thereof or at their failure to carry out the work with a view to avoid incurrance of demurrage/wharfage etc. and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any action whether negligent or otherwise of the Contractor themselves or their employees. The decision of the GENERAL MANAGER(KTK), regarding such failure of the Contractors and their liability for the losses etc. suffered by the Corporation shall be final and binding on the Contractor.
- 12) The Contractors shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation due to the breakdown of the vehicle or its detention by the policy or other authorities for non-compliance with any of the rules and regulations.
- 13) The Contractors shall not allow any other goods to be loaded in the lorries in which the foodgrains etc. of the Corporation are loaded.
- 14) The Contractors shall arrange to pay the Corporation a sum of Rs.1,000/- (Rupees one thousand only) per tonnes as liquidated damages in respect of non delivery of stock in full or part consignment carried by them on behalf of the Corporation. This will be over and above the compensation provision laid down under this Contract.
- 15) The Contractors shall advise in writing periodically the registration number and description of the vehicles used for the transport of the goods of the Corporation, so as to facilitate easy checking of the vehicle by the Officers of the Corporation.
- 16) The transport charges are payable for the net weight of foodgrains transported.
- 17) The Contractors shall use sign boards captioned 'ON FCI DUTY' in front and rear of the trucks while carrying cargo of Food Corporation of India account.

- 18 The Contractor must arrange delivery of the stocks in a reasonable transit time based upon the distance involved and must produce the receipt. Maximum waiting period should be ten days. Thereafter, immediate action be initiated for effecting recovery of the un-delivered stocks from the Contractor

APPENDIX - I

(Reference Para 2 (a) of Invitation to tender and Clause-IV of Annexure to tender)
(TO BE FILLED BY THE TENDERER)

1. Name, Date of Birth and Address of Tenderer and telegraphic address.
2. Composition of tender (it should be stated whether the tenderer is a Hindu Joint Family, Business proprietorship concern or Registered partnership firm or a Limited Company. The names and Date of birth of all partners/ directors/ proprietors, Karta of joint family should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorised paid up capital should be stated). In case of sole proprietary concern, the tenderer shall indicate the names of his/her legal heirs.
3. Business in which the tenderer is employed. The nature of business in which the tenderers or partners of the tenderers firm are engaged should be stated together with particulars of where Head Office and branches if any, are Located.
4. Experience of work :
Full particulars should be given if he tenderer has worked as a labourer and transport contractor of the Central Government/State Government or Public/Private Companies. The period for which the work has been done should be clearly indicated. The Certificate in support of the statements may be attached. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railways etc.
5. Tenderes Bank:
The names of the Bank or Banks and branches with which the tenderer has dealing and who can certify the tenderer's financial status to be given.
6. Details of number of trucks owned by the tenderer alongwith the registration of each truck.

PLACE :

DATE :

(SIGNATURE OF TENDERER)

(CAPACITY IN WHICH SIGNED)

APPENDIX - II**FOOD CORPORATION OF INDIA****TECHNICAL BID**

**FINANCIAL SOUNDNESS AND
BUSINESS COMPETENCY DATA
OF
HANDLING & TRANSPORT CONTRACTOR
FOR
RAILWAY SIDING AND FCI DEPOT**

- | | | |
|-----|--|----------|
| i. | Terms and conditions (signed under seal) | |
| ii. | List of documents enclosed (only as per instructions given in Sl. No. 5) | Yes / No |

Document No.

- | | | |
|-----|--|---------------|
| 1. | Certified copy of partnership deed / articles of association / Memorandum of Association / Bye-laws etc. as applicable | Yes / No |
| 2. | Certificate Registration | Yes / No |
| 3. | Authorization letter | Yes / No |
| 4. | Certificate of experience for preceding three years | |
| 5. | Letter from the bank on credit / limits enjoyed | Yes / No |
| 6. | Bank Statement for the last 6 months from Banker (s) | Yes / No |
| 7. | Solvency Certificate | Yes / No |
| 8. | Latest Income tax clearance certificate | |
| 9. | Duly audited P & L account of preceding three years | If applicable |
| 10. | Duly audited Balance sheet of preceding three years | |
| 11. | List of trucks owned with zerox copies of R.C. Books | Yes / No |

iii) Technical Expertise

1) WORK EXPERIENCE : for preceding three years.

(Enclose experience certificate for rake handling and transportation duly obtained from Manufacturer / Handling agency / Govt. Dept. / PSU / Public Ltd., company from dealing in fertilizers, foodgrains, cement or similar products during the preceding three years of which the value of single contract should not be less than 50% of the esteem value of present contract (for amount please refer press advertisement with respect to corresponding centre) in any of those three years, otherwise work experience will not be considered)

- b) The Committee recommended that the tenderer should have executed in the immediately preceding two years transport contracts, the total value of which is not less than 50% of the contract to be awarded

Or

The tenderer should have executed in the immediately preceding two years any single contract, the value of which is not less than 25% of the value of the contract to be awarded.

DOCUMENT NO. 1

Sl.No.	Name of the Client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs.)

- 2) Whether your firm / company is blacklisted by FCI or any other Public Sector / Govt./ Quasi-Govt. organisation / any other client. Yes / No
- 3) Whether your contract was terminated before expiry of contract period or security deposit / EMD forfeited by FCI or any other public sector / Govt. / Quasi-Gov. organisation / any other client. Yes / No
4. Whether proprietor / partner / Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust. Yes / No
5. **DETAILS OF SISTER CONCERNS**
- Name & Address
 - Activities engaged in by Sister Concern
 - Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern.

Note :

1. The blacklisted parties by FCI or Govt. / Quasi Govt. organisation will not be qualified.

2. The parties whose EMD is forfeited by FCI will not be qualified.
3. FCI reserves the right not to consider parties having any dispute with FCI in order to protect its interest.

IV. FINANCIAL SOUNDNESS :**APPENDIX - III**

1. Name of bankers, addresses & Telephone Nos.
2. Details of credit limits / facilities enjoyed
(Please give certificate from the Bank)

Document No. 2

Sl.No.	Name of the Bank	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limit sanctioned (Rs.)

3. Details of solvency of the firms as assessed by bank :

Name of the Bank	Amount of Solvency Certificate	Date of solvency Certificate (Rs.)

(Please give solvency certificate from the Bank giving the amount issued not earlier than three months from the date of application).

Document No. 3

4. Income Tax PAN Number of the Firm

Document No. 4

5. Details of Balance Sheet of the Firm for the preceding three years.
(Please enclose copies for the preceding three financial years (duly audited)

Document No. 5

6. Profit & Loss Account Statement for the proceeding three years.

Document No. 6**Details of immovable property owned by Firm / Proprietor /Director / Partners.**

Sl.No.	Type of Property	Identification No. with address	Owned in the name of	Present Value (Rs.)

OR DECLARATION

I / We hereby solemnly declare that I/We Proprietor / Director / Partner / Firm do not own any property.

(Signature & Seal)
(Authorized Signatory)

(Strike off whichever is not applicable)

List of Partners / Directors

Sl.No.	Full Name of the Partner / Director
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

I / We hereby solemnly declare that the Proprietor / Partner / Director of this firm / Company mentioned at Sl. Nos. is / are common / not common (Strike off whichever is not applicable) with any other Firm / company who has applied for pre-qualification against same advertisement. In case of common proprietor / partner / director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the firm / firms.

(Signature & Seal)
(Authorized Signatory)

Declaration about relationship with Employee of FCI.

I / We hereby solemnly declare that the proprietor / one or more partners / directors of this firm / company has relationship / has no relationship (Strike off whichever is not applicable) with the employee of FCI.

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

Declaration of membership of any Goods Transport Association.

Give details if so ;

Name & Address of the Association ;

with Telephone / Fax No.

PRICE BID

SCHEDULE OF RATES FOR SERVICES

Sl.No.	Description of Service	Rate per Metric tonne (Nett)	
		Rs.	Ps.
	Transportation of foodgrains / fertilizers / sugar etc., on point to point basis from		
1.	Railway goods shed / railhead/ FSD .Mysore to the godown complex of CWC Kushal nagar or vice versa.		

Note : The rates of transport of foodgrains quoted in the proceeding schedule is subject to the following terms and conditions.

1. The rate for transport of foodgrains etc., is on the basis of net weight of foodgrains.
2. No separate remuneration will be payable for tare of gunnies as the remuneration therefore shall be deemed to be included in the rate of or transport of nett weight of foodgrains.
3. No compensation shall be admissible to the contractors in respect of the detention of trucks / any other vehicle at godowns, railway station / railway siding or any other loading / unloading point(s) or any other place(s) such detention be of extraordinary kind and the decision of the GENERAL MANAGER(KTK), Food Corporation of India on all such claims shall be final both as regard the admissibility and the amount if any, of the compensation.
4. No compensation shall be admissible to the contractors on account of non-availability of work sufficient to engage the number of trucks / carts / or any other vehicles / labours specified in any programme issued by the GENERAL MANAGER(KTK), Food Corporation of India, or an Officer acting on his behalf.
5. The weight of bags of foodgrains etc., loaded / unloaded in to / from trucks, carts or any other vehicle / wagons at the railway siding / railway station / godowns other loading point (s) shall be worked out on the basis of cent percent weighment, if the bags are not standardised and on a check weighment of percentage of bags not exceeding 10% if the bags are standardised before being loaded / unloaded. The representatives of the

contractors shall be present at the time of checking of weight at the loading / unloading points etc.

6. Whenever foodgrain bags are transported to the godown or from one godown or from one godown to / from various places by trucks the loaded /empty trucks are to be weighed on lorry weighbridge wherever available at the depot premises.

Note II :

No charges other than those mentioned above shall be payable in respect of the services described or any other duties services and operations which are auxiliary and / or incidental to the principal services.

TENDERER'S
FROM
.....
.....
.....

- 1) Telegraphic Address
- 2) Telephone No.
(if available)
- 3) Fax / Mobile No.
If available

To
The GENERAL MANAGER(KTK)
Food Corporation of India,
Regional Office,
Bangalore - 560 041.

Dear Sir,

1. I / We submit the sealed tender for appointment as contractors for transport of foodgrains, flour, sugar, etc. by Road from Goods shed / Rail head FSD.Mysore to the godowns at CWC-Kushal Nagar.or vice-versa and / or from siding to non-siding godowns within the godown complex or vice versa at

2. I / We have thoroughly examined and understood instructions to tenderers, terms and conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendices and agree to abide by them.

3. I / We also offer to do the transport work at the rate quoted below :

Transport of foodgrains, flour, sugar / fertilizers etc., on point to point basis from	<u>Rate per m.T. (Nett)</u> Rate should be quoted only on point to point basis
---	---

1. Railway Goodshed / Railhead /
FSD Mysore
to the godown complex of CWC
Kushal nagar
or vice versa.

And it is confirmed that no other charges would be payable to me / us.

3. I / We agree to keep the offer open for acceptance upto and inclusive of **07.01.2010** and to the extension of the said date by thirty days in case it is so decided by the GENERAL MANAGER (KTK). I / We shall be bound by communication of acceptance of the offer despatched within the time and I / We also agree that if the date upto which the offer would remain open be

declared a holiday for the corporation, the offer will remain open for acceptance till the next working day.

4. Demand Draft No. dated on the State Bank of India for Rs. (Rupees only) is enclosed as Earnest Money. In the event of my / our tender being accepted. I / we agree to furnish the Security Deposit as follows (here indicate the manner in which security is deemed to be furnished).

5. I / We do hereby declare that the entries made in the tender and appendices attached therein are true and also that I / we shall be bound by the act of my / our duly constituted attorney. Shri whose signature is appended hereto in the space for the purpose and of any other person who in future may be appointed by me / us in his stead to carry on the business of the concern, whether any intimation of such change is given to GENERAL MANAGER(KTK), Food Corporation of India or not.

6. The following documents are enclosed alongwith this tender duly filled and signed.

- 1) Document - I Income Tax Clearance Certificate
- 2) Document - II
- 3) Document - III
- 4) Document - IV

Yours faithfully,

(SIGNATURE OF TENDERER)

Signature of constituted attorney.

Name, date of birth and address
of attorney.

NAME :

ADDRESS :

Signature of Witness with date :

Name & Address of Witness :

**HERE PASTE THE COUPEN OR RECEIPT
IN CASE TENDER IS SUPPLIED ON PAYMENT**