

**INVITATION FOR TENDERS FOR PROVIDING WAREHOUSE MANAGEMENT
SERVICES TO THE JHARKHAND STATE FOOD AND CIVIL SUPPLIES
CORPORATION LIMITED**

Head Office/ Regd. Office:
Jharkhand State Agricultural Marketing Board Building,
Itki road,
PO & AT Hehal,
Ranchi-834005

22-06-2017

Table of Contents

TENDER SCHEDULE	7
INSTRUCTIONS TO TENDERERS	8
Definitions	8
Services sought through this tender	9
2. Warehouse Management Services	9
Scope of Warehouse Management Services to be provided.....	10
3. Deployment of personnel	10
4. Equipping the deployed personnel.....	11
5. IT infrastructure at Warehouses.....	11
6. Warehouses where Warehouse Management Services have to be provided.....	11
7. Responsibilities of deployed personnel.....	12
8. Diligence towards stock.....	12
9. Diligence towards equipment	12
10. Insurance cover for Warehouses	12
11. Remuneration to personnel	13
12. Payment of Service charge.....	14
13. Revision in rates agreed.....	14
Participation in the tender	14
14. Legal status of the Tenderers.....	14
15. Tenderers not to be ineligible	15
16. Qualification criteria for Tenderers.....	15
Tender documents	15
17. Contents of the tender document.....	15
18. Clarification regarding tender documents.....	15
19. Amendments to tender documents	15
20. Pre bid meeting of Tenderers	16
Preparation of tenders	16
21. Language of the tender	16
22. Tender currency.....	16
23. Period of validity of tenders	16
24. Earnest money deposit.....	17

25. Technical Bid.....	18
26. Price Bid	18
27. Signing of the tender	19
Submission of tenders.....	19
28. Preparing the tender envelope	19
29. Deadline for submission of tenders	20
30. Submission of tenders	20
31. Late tenders.....	20
32. Withdrawal of tenders	21
Opening of tenders	21
33. Opening of tenders by the Corporation	21
34. Technical Bids	21
35. Opening of Price Bids.....	21
Evaluation procedure	21
36. Substantially responsive tenders.....	21
37. Seeking clarification on received bids	21
38. Evaluation of Technical Bids	22
39. Preliminary examination of Price Bids	22
40. Evaluation of Price Bids	23
41. Right to accept any tender or to reject any or all tenders.....	23
Awarding of the contract	23
42. Notification of award	23
43. Performance guarantee	24
44. Signing of the contract	24
Miscellaneous.....	25
45. Commencement of services	25
46. Contacting the Corporation.....	25
47. Corrupt or Fraudulent Practices	25
48. Dispute resolution and litigation	26
49. Contract format.....	26
Annexure 1	27
Annexure 2	28

Annexure 3	29
Annexure 4	30
Annexure 5	33
Annexure 6	34
Annexure 7	36
Annexure 8	37

Background to the invitation

Jharkhand State Food and Civil Supplies Corporation (Corporation) is a Government company, set up by the Government of Jharkhand in 2010 for managing the public distribution system in the State.

The Corporation procures food grains (wheat and rice), salt and sugar from the Food Corporation of India and through open market sourcing, stores the procured commodities in its warehouses across the state and distributes these to various fair price shops in the state. The present annual turnover of the Corporation is about Rs. 800 crores.

The Corporation, as a part of restructuring its operations, intends to retain Service Providers who would provide Warehouse Management Services (managing operations of the warehouses of the Corporation), initially at the warehouses of the Corporation in the Chotanagpur division of the State. The Service Provider would function in accordance with the policies and procedures laid down by the Corporation for operating the warehouse and would be responsible for the inventory at the warehouse.

The Corporation invites tenders from eligible tenderers for providing Warehouse Management Services to the Corporation at the warehouses of the South Chotanagpur division. The tender document comprises Instructions to Tenderers (ITT) along with its Annexures. The draft contract agreement that the service provider would conclude with the Corporation is also included.

Bidders are requested to go through the ITT and the draft contract agreement and submit their tenders along with all supporting documents and enclosures as detailed in the ITT.

Tender documents may be downloaded from the website of the Department of Food, Public Distribution & Consumer Affairs – 22.06.2017

Requests for tender documents through post/courier will not be entertained.

Any communication in regard to this tender may be addressed to –

The General Manager,
Head Office/ Regd. Office:
Jharkhand State Agricultural Marketing Board Building,

Itki road,
PO & AT Hehal,
Ranchi-834005
Email: jafcmonitoring@gmail.com

TENDER SCHEDULE

Sl. No.	Description	Date	Time
1	Commencement of issue of Tender document through website of the Department of Food, Public Distribution & Consumer Affairs	22-06-2017	10.00 hours
2	Last date for downloading Tender document through website of the Department of Food, Public Distribution & Consumer Affairs	10-07-2017	16.00 hours
3	Last date and time for seeking clarifications	10-07-2017	16.00 hours
4	Pre bid meeting of Tenderers	10-07-2017	15.00 hours
5	Last date and time for submitting tender documents	17-07-2017	13.00 hours
6	Opening of Technical tender forms	17-07-2017	15.00 hours
7	Announcement of Technically qualified tenderers	21-07-2017	11.00 hours
8	Opening of price tender forms	21-07-2017	15.00 hours
9	Announcement of the Lowest Tenderer	24-07-2017	16.00 hours
10	Furnishing the performance security by the Selected Tenderer	28-07-2017	16.00 hours
11	Signing of Contract	31-07-2017	15.00 hours

INSTRUCTIONS TO TENDERERS

Definitions

In this Instructions to Tenderers (including any recitals, annexures, formats or schedules attached thereto), except where the context otherwise requires, the following words and expressions shall have the following meaning.

- 1.1 **"Additional Selected Tenderer"** shall have the meaning ascribed to it in clause 43.2.
- 1.2 **"Commodities"** shall mean the commodities stored in the warehouses of the Corporation.
- 1.3 **"Corporation"** shall mean Jharkhand State Food and Civil Supplies Corporation Private Limited.
- 1.4 **"Contract"** shall mean the contract to be concluded between the Corporation and the Service Provider.
- 1.5 **"Evaluated Price"** shall have the meaning ascribed to it in ITT clause 41.3.
- 1.6 **"Lowest Tenderer"** shall mean the Tenderer whose Evaluated Price is the lowest.
- 1.7 **"Parties"** shall mean the Corporation and the Service Provider referred to jointly.
- 1.8 **"Price Bid"** shall mean the schedule of prices submitted by the Tenderer as described in ITT clause 27.
- 1.9 **"Selected Tenderer"** shall mean the Lowest Tenderer who has been notified that its tender has been accepted.
- 1.10 **"Service Provider"** shall mean the Selected Tenderer or the Additional Selected Tenderer who has executed the Contract pursuant to ITT clause 45 and who would provide the services sought for by the Corporation through this tender and which term shall include his heirs, executors, administrators and assignees.
- 1.11 **"State"** shall mean the state of Jharkhand.
- 1.12 **"Technical Bid"** shall mean the technical bid as described in ITT clause 26.
- 1.13 **"Tenderer"** shall mean a person / firm / company / organization participating in this tender.

- 1.14 **“Warehouse”** shall mean the warehouses of the Corporation in the South Chotanagpur Division of the State.
- 1.15 **“Warehouse Assistant”** shall mean the person assisting the Warehouse In-Charge in the functioning of the Warehouse.
- 1.16 **“Warehouse In-Charge”** shall mean the person who is responsible for the functioning of the Warehouse.
- 1.17 **“Warehouse Management Services”** shall have the meaning ascribed to it in clause 2.1 and 2.2.
- 1.18 **“Working Day”** shall mean all the days when the Corporation is open for business.
- 1.19 **“Working Hours”** shall mean the hours on a Working Day when the Corporation is open for business.

Services sought through this tender

2. Warehouse Management Services

- 2.1. Warehouse Management Services shall mean carrying out all operations at the Warehouses of the Corporation, strictly in accordance with the policies and procedures of the Corporation.
- 2.2. The Service Provider shall be responsible for
- (a) General upkeep of the Warehouse, including maintaining the premises in a clean and hygienic condition;
 - (b) Supervising unloading of Commodities from the vehicle and their stacking at the Warehouse;
 - (c) Safekeeping of the stored Commodities as per the policies and procedures laid down by the Corporation, including maintaining sanitation of the warehouse, fumigation, ensuring aeration of the stored commodities, regular inspection of the stored commodity for presence of insects, infestations and molds and taking all measures necessary for the safe storage of the commodity;
 - (d) Supervising loading of Commodities from the Warehouse to the vehicles for conveying them to fair price shops in the State;
 - (e) Periodic stock taking of the Commodities as per the guidelines issued by the Corporation and reporting variances, if any;

- (f) Safety of the Warehouse, the stock of Commodities therein and the conduct of business in an orderly manner, etc.; and
- (g) Carrying out such other activities as may be directed by the Corporation from time to time.

2.3. The Corporation, through this tender seeks to avail Warehouse Management Services at the Warehouses, initially for a period of six months from the date of commencement of the Contract, extendable for a further period of three years at the same terms and conditions.

Scope of Warehouse Management Services to be provided

3. Deployment of personnel

- 3.1. The Service Provider shall deploy such personnel as may be necessary for providing the Warehouse Management Services to the Corporation.
- 3.2. The personnel deployed shall be competent with sufficient knowledge of operating a warehouse and safe storing of Commodities and shall have working knowledge of computers and shall be proficient in MS Word and Excel.
- 3.3. The Service Provider shall also take measures for the security of the Warehouse and smooth conduct of business at the Warehouse.
- 3.4. The number of personnel to be deployed, their qualifications, working conditions, remuneration payable to them and all incidental matters shall be decided by the Service Provider.

Provided that if in the opinion of the Corporation the number of personnel deployed in a Warehouse is inadequate or the personnel deployed are not competent to carry on operations at the Warehouse, then the Service Provider shall take steps as may be advised by the Corporation.

- 3.5. The Corporation shall, if it is expedient to do so, request the Service Provider to change the place of deployment of a person deployed in a Warehouse and the Service Provider shall abide by the directions so given.
- 3.6. The Corporation shall, if it is expedient to do so, request the Service Provider to cease the deployment of a person deployed in a Warehouse and the Service Provider shall abide by the directions so given.

4. Equipping the deployed personnel

- 4.1. The Service Provider shall provide the person in-charge of the Warehouse a smart mobile phone and shall subscribe to a closed user group facility with a mobile service provider and shall defray the expenses incurred towards such subscription.
- 4.2. The Service Provider shall be responsible to ensure that the person in-charge uses the mobile phone only for discharging his duties. The Service Provider shall be liable for any undesirable activity indulged in by such person.
- 4.3. Every Warehouse shall be provided with internet connectivity of sufficient bandwidth. The Service Provider shall defray the expenses incurred towards providing internet connectivity.

5. IT infrastructure at Warehouses

- 5.1. The Corporation shall make available sufficient number of desktop computers, laptops, UPS and other IT hardware necessary for carrying on operations at the Warehouse.
- 5.2. The Corporation shall also provide necessary software through which operations at the Warehouse shall be conducted.
- 5.3. The Service Provider shall use the software provided by the Corporation and shall, under no circumstances deploy its own software for operating the Warehouse.

6. Warehouses where Warehouse Management Services have to be provided

- 6.1. Warehouse Management Services shall be provided at the warehouses listed in Annexure 1 to this tender.
- 6.2. Warehouse Management Services shall be provided on all Working Days for the Working Hours at each Warehouse.
- 6.3. The Corporation may, considering exigencies of circumstances, omit one or more Warehouse where such services are being provided. Any such decision of the Corporation shall be binding on the Service Provider.
- 6.4. The Corporation may include additional Warehouses where Warehouse Management Services have to be provided. Any such decision of the Corporation

shall be binding on the Service Provider at the same rates and terms and conditions as in the Contract.

7. Responsibilities of deployed personnel

- 7.1. The deployed Personnel at a Warehouse shall scrupulously adhere to the procedure prescribed by the Corporation, without any deviation.
- 7.2. Amongst others, the deployed Personnel shall discharge the responsibilities as in clause 2.2 and discharge such other responsibilities that the Corporation may direct from time to time.

8. Diligence towards stock

- 8.1. The Service Provider shall be responsible for the Commodities stored for distribution. It shall be liable to remit Rs. 40 per quintal (Rupees forty Per quintal) in respect of any stock damaged or lost to the Corporation within five days of such damage or loss being reported.
- 8.2. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of employee infidelity and shall take necessary Workmen Compensation policy.

9. Diligence towards equipment

- 9.1. The Service Provider shall be responsible for the equipment and furniture and fixtures at the Warehouse. At the end of the Contract, it shall be liable to hand over the equipment at the Warehouse in good and working condition, save normal wear and tear.
- 9.2. In the event that the Service Provider does not hand over the equipment in good and working condition as per clause 9.1 above, the Service Provider shall be liable to remit such amounts as may be determined by the Corporation.

10. Diligence towards premises

- 10.1. The Service Provider and the Corporation shall jointly inspect the Warehouse and associated structures and area if any, and list out items that require repairs. The Corporation shall thereafter carry out the repairs identified and hand over the premises to the Service Provider.

- 10.2. The Service Provider shall be responsible for the Warehouse and associated structures and area, if any. At the end of the Contract, it shall be liable to hand over the Warehouse in a fit condition, save normal wear and tear.
- 10.3. During the Contract, if in the opinion of the Service Provider the Warehouse and associated structures and area if any, require any repair, it shall inform the Corporation forthwith. The Corporation shall, as expeditiously as possible, consider the request of the Service Provider and accord its approval, with such modifications as may be necessary. The Corporation shall also inform the Service Provider whether it may carry out the repairs by itself or whether the Corporation shall do so.
- 10.4. The Service Provider shall, if permitted by the Corporation to carry out repairs as per clause 10.3 above, carry out the repairs as per the permission accorded by the Corporation and submit the bill for reimbursement by the Corporation.
- 10.5. In case the Corporation undertakes to take up the repairs, it shall do so expeditiously.

11. Insurance cover for Warehouses

- 11.1. The Corporation shall take an appropriate insurance cover for the risks at the Warehouse due to any law, decree, regulation, order of any government authority, expropriation, confiscation, requisition, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or other labour disputes, fire, flood, earthquake, storm, explosion or an act of God, storm, tempest, inundation, lightning, earthquake, terrorism, burglary, money insurance (cash in chest only) and public liability.
- 11.2. The Service Provider shall take an insurance policy to cover risks, other than 10.1 above.
- 11.3. If any doubt arises whether a particular risk has to be covered by the Corporation or the Service Provider, the decision of the Corporation shall be final and the Service Provider shall abide by such decision.

12. Remuneration to personnel

- 12.1. The Service Provider shall be responsible for payment of remuneration of the personnel deployed and remitting all statutory deductions and dues, like employer contribution to Provident Fund, contribution to the ESIC, bonus, leave encashment, leave relief charges and other applicable statutory amounts.

12.2. Any undischarged liability in regard to personnel deployed shall be to the account of the Service Provider and it shall keep the Corporation always indemnified in this regard.

13. Payment of Service charge

13.1. Service charges payable by the Corporation shall be exclusive of service taxes and other statutory levies, if any. Any variation in service tax and other statutory levies shall be to the account of the Corporation.

13.2. For the purposes of this clause, Income tax payable by the Service Provider shall not be construed to be a part of statutory levies.

13.3. The Service Provider shall raise an invoice for the service charges payable for a month, clearly indicating the service taxes and other statutory levies and the total amount payable. The invoice shall be accompanied by such documents as may be specified by the Corporation from time to time.

13.4. The invoice may be sent by email followed by a signed copy to be delivered to the designated authority as may be specified by the Corporation.

13.5. The Corporation shall, as soon as the invoice is received, but not later than seven Working Days from the date of receipt of the invoice, remit the total amount as indicated in the invoice to the bank account of the Service Provider, subject to statutory deductions and other deductions.

13.6. Any dispute arising with regards to payment of service charges shall be mutually resolved between the Parties.

14. Revision in rates agreed

14.1. No revision of the service charge agreed shall be allowed during the term of the Contract, except due to any variation in service tax and other statutory levies.

Participation in the tender

15. Legal status of the Tenderers

15.1. The legal status of the Tenderer shall be as prescribed in Annexure 3.

16. Tenderers not to be ineligible

- 16.1. Tenderers shall not be under a declaration of ineligibility for any reason whatsoever as issued by Government of India or any state government or any public sector undertaking of the Government of India or any state government.
- 16.2. A Tenderer shall affirm its eligibility to participate in the tender. The affirmation shall be as per Annexure 2 and shall be duly signed by the person submitting the tender.

17. Qualification criteria for Tenderers

- 17.1. The qualification criteria for Tenderers are given in Annexure 3.
- 17.2. Tenderers shall fill in particulars about fulfilling the qualification criteria in formats in Annexure 4, which shall be submitted as detailed in this tender document.

Tender documents

18. Contents of the tender document

- 18.1. This tender document includes:
- (a) Background to the invitation;
 - (b) Instruction to Tenderers along with Annexures; and
 - (c) Draft of the Contract.

19. Clarification regarding tender documents

- 19.1. Tenderers requiring any clarification regarding this tender document may notify the Corporation in writing through e-mail at the e-mail address indicated in this document before the pre-bid meeting. The Corporation will respond to all such clarification requests through email to all Tenderers.

20. Amendments to tender documents

- 20.1. At any time prior to the deadline for submission of tenders, the Corporation may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer or as a result of the outcome of the pre bid meeting, modify this tender document through an amendment/corrigendum.

Provided that no such amendment shall be made to tender documents seven days after the pre-bid meeting.

20.2. All amendments to the tender document shall be uploaded in the website of the Corporation and shall be binding on the tenderers.

21. Pre bid meeting of Tenderers

21.1. A pre-bid meeting of Tenderers would be held at the notified venue, date and time as in this ITT. Any change in holding the pre-bid meeting would be displayed on the website of the Corporation.

21.2. Tenderers may seek clarifications on the tender documents and other relevant matters. They may also suggest amendments to the tender documents. However, the Corporation would have absolute discretion on accepting or rejecting the suggestions made.

Preparation of tenders

22. Language of the tender

22.1. The tender prepared and submitted by the Tenderer shall be in English.

22.2. Any correspondence relating to the tender between the Tenderer and the Corporation shall be in English language.

22.3. Supporting documents and printed literature furnished by the Tenderer may be in another language provided that they are accompanied by a certified translation of the relevant passages in English language in which case, for the purposes of interpretation of the tender, the translation shall govern. However, documents in Hindi need not be translated.

23. Tender currency

23.1. Prices quoted shall deemed to be in Indian Rupees only.

24. Period of validity of tenders

24.1. Unless declared to the contrary, the tender shall remain valid for a period of 60 days after the last date for submission of tender. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

24.2. Under exceptional circumstances, the Corporation may solicit the consent of the Tenderer for an extension of the period of validity. The request and the responses thereto shall be made in writing.

- 24.3. A Tenderer may, by a communication through writing or email accept the request for extension of period of validity. In such a case, the earnest money deposit provided shall also be suitably extended.
- 24.4. A Tenderer accepting the request for extension of period of validity would not be permitted to modify its tender.
- 24.5. A Tenderer may decline to extend the validity of the tender and in such case, its tender would not be evaluated.
- 24.6. The earnest money deposit as per clause 25.1 of the Tenderer declining to extend the validity of the tender would not be liable for forfeiture.

25. Earnest money deposit

- 25.1. A Tenderer shall furnish, as part of its tender, a sum of Rs.5 lakhs (Rupees Five lakhs only) as earnest money deposit through a demand draft drawn in favour of the Corporation, payable at Ranchi.
- 25.2. Any tender submitted without the earnest money deposit shall be treated as non-responsive and the price bid shall not be opened.
- 25.3. The earnest money deposit of unsuccessful Tenderers will be returned as soon as possible but not later than 30 days after the Selected Tenderer has signed the Contract.
- 25.4. The Earnest Money Deposit of the Selected Tenderer will be discharged upon the Selected Tenderer furnishing a performance guarantee as per this tender and signing the Contract.
- 25.5. The earnest money deposit may be forfeited, if the Tenderer
 - (a) Withdraws its tender before 60 days after opening the price bid; or
 - (b) Does not accept the correction of errors proposed during preliminary examination of Price Bids.
- 25.6. The earnest money deposit may be forfeited in case the Selected Tenderer fails to
 - (a) Furnish performance guarantee in accordance with this tender document within the specified time; or

- (b) Sign the Contract as required in this tender document on or before the time limit prescribed in the letter of intent.

26. Technical Bid

- 26.1. Except the Price Bid, all other particulars / documents submitted by the Tenderer shall form a part of the Technical Bid.
- 26.2. Without prejudice to the generality of the above, the following shall form a part of the Technical Bid to be submitted by the Tenderer.
 - (a) The demand draft towards earnest money deposit;
 - (b) Letter of affirmation in a format as in Annexure 2;
 - (c) Particulars about fulfilling the qualification criteria, along with necessary enclosures, in a format as in Annexure 4;
 - (d) General information of the Tenderer in a format as in Annexure 5;
 - (e) Power of Attorney as per format in Annexure 6; and
 - (f) Any other document that the Tenderer desires to submit.
- 26.3. All the above shall be placed in an envelope and superscribed with the words *Envelope A – Tender for providing Warehouse Management at the Warehouses of the Corporation– Technical bid* the name and address of the Tenderer clearly printed and sealed.
- 26.4. In the event that the Technical Bid envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the Technical Bid shall not be opened.

27. Price Bid

- 27.1. Prices for providing Warehouse Management Services shall be quoted in rupees per month per Warehouse.
- 27.2. Prices for providing Warehouse Management Services shall be quoted in a format as in Annexure 7.
- 27.3. Tenderers shall quote the rate for providing Warehouse Management Services, excluding service tax, duties and other statutory levies payable by them for receiving the Service charge.

- 27.4. Service tax, duties and other statutory levies applicable on the rate quoted as a per cent of remuneration payable as on the date of submission of the tender shall be indicated separately.
- 27.5. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Corporation.
- 27.6. Against every figure written in the table in Annexure 7, the figure shall also be written clearly in words.
- 27.7. In case of any discrepancy between the amount quoted in figures and words in the tender, the amount mentioned in the words will prevail.
- 27.8. The Price Bid shall be placed in an envelope and superscribed with the words *Envelope B – Tender for providing Warehouse Management Services in the Warehouses of the Corporation – Price Bid* and the name and address of the Tenderer clearly printed and sealed.
- 27.9. In the event that the Price Bid envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the Price Bid shall not be opened.

28. Signing of the tender

- 28.1. The tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract. The letter of authorisation shall be by a written power-of-attorney as per Annexure 6.
- 28.2. Tenders received without the signature of the person authorised to sign the tender shall be rejected.
- 28.3. All pages of the tender shall be initialed by the person or persons signing the tender and the seal of the Tenderer affixed thereon before submission.
- 28.4. Any interlineations, erasures or overwriting shall be initialed by the persons or persons signing the tender.

Submission of tenders

29. Preparing the tender envelope

- 29.1. Both envelopes A and B shall be placed in another envelope clearly superscribed with the words *Tender for providing Warehouse Management Services at the Warehouses of the Corporation* and the name and address of the Tenderer clearly written.
- 29.2. The tender envelope shall be sealed securely.
- 29.3. In the event that the tender envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the tender shall not be opened.

30. Deadline for submission of tenders

- 30.1. Tenders shall be submitted on or before the time and date specified in this document. In the event that the specified date for the submission of tenders is declared as a public holiday, tenders will be received up to the appointed time on the next Working Day.
- 30.2. The Corporation may, at its discretion, extend the deadline for submission of tenders by amending the tender document, in which case all rights and obligations of the Corporation and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

31. Submission of tenders

- 31.1. Tenders may be submitted in person to the General Manager (Operations) of the Corporation at its registered office.
- 31.2. Tenders may also be sent by registered post or speed post or through courier to the General Manager (Operations) of the Corporation at its registered office. However, any tender envelope received after the deadline for submission of tenders on account of delay by the department of posts or the courier company shall not be opened.
- 31.3. Tenders shall not be submitted through email. Any tender submitted by email shall be deemed to be not submitted at all.

32. Late tenders

- 32.1. After the deadline for receipt of tenders, no tender shall be accepted by the Corporation.

33. Withdrawal of tenders

- 33.1. No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of validity of the tender specified by the Tenderer in its tender. Withdrawal of a tender during this interval shall result in the forfeiture of the earnest money deposit of the Tenderer.

Opening of tenders

34. Opening of tenders by the Corporation

- 34.1. In the event that the date specified for opening of tenders is declared a public holiday, tenders shall be opened at the appointed time and location on the next Working Day.
- 34.2. Representatives of Tenderers may be present at the time of opening of tenders. They shall sign a register evidencing their attendance.

35. Technical Bids

- 35.1. The Corporation shall first open the Technical Bid, evaluate it and announce the list of Tenderers whose Technical Bids have been accepted on the date and time specified in the tender schedule.

36. Opening of Price Bids

- 36.1. Price Bids of Tenderers whose Technical Bids have been accepted shall thereafter be opened and the prices offered by them shall be announced.

Evaluation procedure

37. Substantially responsive tenders

- 37.1. A tender shall be deemed to be substantially responsive if the Technical Bid and the Price Bid have been submitted as per the clauses of the ITT.
- 37.2. The Corporation shall have absolute discretion to either consider any tender that is not substantially responsive or reject the same.

38. Seeking clarification on received bids

- 38.1. During evaluation of tenders, the Corporation may, at its discretion, request the Tenderer for any clarifications of its tender. The request for clarification and the

response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

39. Evaluation of Technical Bids

- 39.1. The technical bid is liable for rejection, at the discretion of the Corporation, if –
- (a) The earnest money deposit has not been submitted or if submitted is inadequate or if the demand draft is *prima facie* defective; or
 - (b) Any of the documents as required in ITT clause 26.2 have not been submitted or if submitted is defective for any reason whatsoever; or
 - (c) The period of validity of the tender is not as specified in this tender document; or
 - (d) The Tenderer does not satisfy any of the qualification conditions prescribed in this tender; or
 - (e) The Corporation is of opinion that the Technical Bid is not capable of consideration for any other reason whatsoever.

40. Preliminary examination of Price Bids

- 40.1. The Corporation will examine the Price Bid to determine whether it is complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 40.2. Price Bids that have not been signed as per the procedure prescribed in this tender document shall be rejected.
- 40.3. Conditional tenders or tenders containing conditions not stipulated in this tender document shall be rejected.
- 40.4. If the Tenderer does not accept the price as indicated by it in words as its bid, in terms of ITT clause 27.8, then its tender will be rejected and its earnest money deposit shall be forfeited.
- 40.5. The Corporation may at its discretion, waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided that such a waiver does not prejudice or affect the relative ranking of any other Tenderer.

41. Evaluation of Price Bids

- 41.1. The rate quoted in rupees per month per warehouse shall be the basis for evaluating Price Bids.
- 41.2. If Tenderers have adopted different rates of service tax, duties and other statutory levies, then the rate shall be suitably normalized for evaluation.
- 41.3. The rate quoted in rupees per month per warehouse suitably normalized as per clause 41.1 shall be the Evaluated Price of the Tenderer.
- 41.4. Tenderers shall then be ranked on the basis of the Evaluated Price.
- 41.5. The Tenderer whose Evaluated Price is the lowest, shall be declared as the Lowest Tenderer.

42. Right to accept any tender or to reject any or all tenders

- 42.1. The Corporation reserves the right to accept or reject any tender or tenders or to annul the tendering process at any stage.

Awarding of the contract

43. Notification of award

- 43.1. Prior to the expiration of the period of validity of tenders, the Corporation will notify the Lowest Tenderer in writing by letter or by e- mail, to be confirmed in writing, that its tender has been accepted.
- 43.2. The Corporation may, if in its opinion it is expedient to do so, and subject to the next two lowest Tenderers accepting the rates as quoted by the Lowest Tenderer, notify the next one or two lowest Tenderers that they have been declared as Additional Selected Tenderers.
- 43.3. If the Corporation notifies Additional Selected Tenderers as per clause 43.2 above, it shall avail Warehouse Management Services from the Selected Tenderer and the Additional Selected Tenderers in such manner that the Service Charge to the Selected Tenderer and the Additional Selected Tenderers shall be in the ratio of 3:2 or 5:3:2, as the case may be.

44. Performance guarantee

- 44.1. The Selected Tenderer shall furnish performance guarantee for a sum of Rs. 20 lakhs (Rupees Twenty lakhs only) in the form of a bank guarantee from any scheduled commercial bank, valid up to three months beyond the period of the Contract. In the event that the Corporation notifies Additional Selected Tenderers as per clause 43.2, then the performance guarantee shall be in the ratio of 3:2 or 5:3:2 as the case may be.
- 44.2. The format of the bank guarantee shall be as approved by the Corporation.
- 44.3. Any request for extension of time for providing the performance guarantee would not be entertained.
- 44.4. Failure of the Selected Tenderer to furnish performance guarantee to the satisfaction of the Corporation shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.
- 44.5. In the event of annulment of the award, the Corporation may
 - (a) Subject to the next lowest Tenderer accepting the rates as quoted by the Lowest Tenderer, notify the next lowest Tenderer that it has been declared as the Selected Tenderer; or
 - (b) Invite new tenders.

45. Signing of the contract

- 45.1. The Selected Tenderer shall sign the Contract with the Corporation as per the format at Annexure 8, within the time stipulated in the Letter of award/intent.
- 45.2. Failure of the Selected Tenderer to sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.
- 45.3. In the event of annulment of the award, the Corporation may
 - (a) Subject to the next lowest Tenderer accepting the rates as quoted by the Lowest Tenderer, notify the next lowest Tenderer that it has been declared as the Selected Tenderer; or
 - (b) Invite new tenders.

Miscellaneous

46. Commencement of services

- 46.1. The Service Provider shall commence providing Warehouse Management Services from such date as may be mentioned in the Contract.

47. Contacting the Corporation

- 47.1. Save for the circumstance indicated in ITT clause 19.1, no Tenderer shall contact the Corporation on any matter relating to its tender, from the last date for receipt of completed tender forms till the notification of the award.
- 47.2. Any effort by a Tenderer to influence the Corporation in its decisions on tender evaluation, tender comparison or notification of the award may result in rejection of the tender of such Tenderer.

48. Corrupt or Fraudulent Practices

- 48.1. The Corporation requires that Tenderers observe the highest standard of ethics at the time of bidding and while providing Warehouse Management Services to the Corporation. In pursuance of this policy, for the purposes of this clause,
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- 48.2. The Corporation may reject the tender of the Lowest Tenderer/any other Tenderer, if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 48.3. The Corporation may withdraw the notification of award if it determines that the Selected Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

48.4. The Corporation may declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

49. **Dispute resolution and litigation**

49.1. Any dispute regarding providing Warehouse Management Services shall be resolved by mutual discussion.

49.2. Any dispute not resolved through mutual discussion shall be resolved in accordance with the Arbitration and Reconciliation Act, 1996.

49.3. Subject to the aforesaid, the Courts in Ranchi alone shall have jurisdiction in respect of any matter arising from or related to this tender or the Contract.

50. **Contract format**

50.1. The format of contract to be executed pursuant to ITT clause 45 by the Selected Tenderer is given in Annexure 8.

List of warehouses of the Corporation in the South Chotanagpur Division

S. No.	Name of District	JSF&CSC Ltd Godowns
1	Gumla	Sisai, Basia, Chainpur, Bazar Samiti(Gumla), Ghagra, Palkot, Bisunpur, Raidih, Dumri, Kamdara
2	Khunti	Khunti, Torpa, Murhu, Karra, Ardki
3	Lohardaga	Lohardaga, Kudu, Senha, for Lohardaga bazar Samiti(Bhandara)
4	Ranchi	Kadru 1,2 &3(Ranchi), Kanke , Raatu, Chanho, Mandar, Lapung, Burmu, Bedo, Namkum, Ormanjhi, Angada, Silli, Bundu, Sonahatu, Tamad
5	Simdega	Bano, Tethaitangar, Kolebira, Jaldega, Simdega, Kurdega

Letter of affirmation

(To be given in the letterhead of the Tenderer)

To

M/s. Jharkhand State Food and Civil Supplies Corporation Private Limited,
Jharkhand State Agricultural Marketing Board Building,
Itki road,
PO & AT Hehal,
Ranchi-834005.

Sir,

It is hereby affirmed that we, M/s. (name of the Tenderer to be filled in) have not been declared ineligible by Government of India or any state government or any public sector undertaking of the Government of India or any state government and are not ineligible to participate in the tender for providing Warehouse Management Services invited by you vide no.dated

Yours sincerely,

Authorised signatory

Qualification criteria for Tenderers

- (a) The Tenderer shall be a company registered under the Companies Act, 1956 or Companies Act, 2103.
- (b) The Tenderer shall be carrying on the business of managing warehouses or providing warehouse management services and shall have at least three years' experience, namely during the financial years 2014-15, 2015-16 and 2016-17.
- (c) The average annual turnover of the Tenderer for the last three financial years namely 2014-15, 2015-16 and 2016-17 shall be –

Rs. 10 crores in case the Tenderer is exclusively carrying on the business of managing warehouses or providing warehouse management services

Or

In case managing warehouses or providing warehouse management services is one of the businesses of the Tenderer, at least Rs.10 crores of the turnover shall be due to of managing warehouses or providing warehouse management services.

- (d) Should have managed at least 100 warehouses during the last three financial years, namely, 2014-15, 2015-16 and 2016-17, out of which at least 50 warehouses shall be in states other than Jharkhand

Or

Should have provided warehouse management services at 100 or more warehouses during the last three financial years, namely, 2014-15, 2015-16 and 2016-17 for at least two clients, out of which at least 50 warehouses shall be in states other than Jharkhand.

- (e) Should have deployed at least 50 warehouse supervisors during the last three financial years, namely, 2014-15, 2015-16 and 2016-17, for managing warehouses or providing warehouse management services, out of which at least 25 should have been deployed in states other than Jharkhand.

Format for furnishing information on satisfying qualification criteria along with supporting documents

To

M/s. Jharkhand State Food and Civil Supplies Corporation Private Limited,
Jharkhand State Agricultural Marketing Board Building,
Itki road,
PO & AT Hehal,
Ranchi-834005.

Sir,

We are herewith furnishing details on satisfying eligibility criteria along with supporting documents.

Sl. no.	Qualification Criteria	Supporting document required
1	The Tenderer shall be a company registered under the Companies Act, 1956 or Companies Act, 2103.	Enclose a self-attested copy of the Certificate of Incorporation of the company. Enclosed/Not enclosed
2	The Tenderer shall be carrying on the business of managing warehouses or providing warehouse management services and shall have at least three years' experience, namely during the financial years 2014-15, 2015-16 and 2016-17.	The Tenderer shall describe its business activity. This document shall be signed as per ITT clause 45.1. Enclosed/Not enclosed

Sl. no.	Qualification Criteria	Supporting document required
3	<p>The average annual turnover of the Tenderer for the last three financial years namely 2014-15, 2015-16 and 2016-17 shall be –</p> <p>Rs. 10 crores in case the Tenderer is exclusively carrying on the business of managing warehouses or providing warehouse management services</p> <p style="text-align: center;">Or</p> <p>In case managing warehouses or providing warehouse management services is one of the businesses of the Tenderer, at least Rs.10 crores of the turnover shall be due to of managing warehouses or providing warehouse management services.</p>	<p>Enclose certified copies of audited financial accounts of the Tenderer for the financial years 2014-15, 2015-16 and 2016-17.</p> <p style="text-align: center;">Or</p> <p>Enclose certified copies of audited financial accounts of the Tenderer for the financial years 2014-15, 2015-16 and 2016-17 along with a certificate from the auditor certifying the turnover from managing warehouses or providing warehouse management services for these years.</p> <p>Enclosed/Not enclosed</p>
4	<p>Should have managed at least 100 warehouses during the last three financial years, namely, 2014-15, 2015-16 and 2016-17, out of which at least 50 warehouses shall be in states other than Jharkhand</p> <p style="text-align: center;">Or</p> <p>Should have provided warehouse management services at 100 or more warehouses during the last three financial years, namely, 2014-15, 2015-16 and 2016-17 for at least two clients, out of which at least 50 warehouses shall be in states other than Jharkhand.</p>	<p>Enclose a certificate from the auditor certifying the number of warehouses managed, with a list of locations of the warehouses</p> <p style="text-align: center;">Or</p> <p>Certified documents in support of past contracts for having provided warehouse management services at 100 or more warehouses during the last three financial years, namely, 2014-15, 2015-16 and 2016-17 for at least two clients, out of which at least 50 warehouses shall be in states other than Jharkhand.</p> <p>Enclosed/Not enclosed</p>

Sl. no.	Qualification Criteria	Supporting document required
5	Should have deployed at least 50 warehouse supervisors during the last three financial years, namely, 2014-15, 2015-16 and 2016-17, for managing warehouses or providing warehouse management services, out of which at least 25 should have been deployed in states other than Jharkhand.	Enclose a certificate from the auditor certifying the number of supervisors deployed and their places of deployment.
6	Registration with Income Tax and Service Tax departments.	Attested copy of PAN/GIR Card; Attested copy of Service Tax registration certificate

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorised signatory

Format for furnishing general information about the Tenderer

(To be given in the letterhead of the Tenderer)

To

M/s. Jharkhand State Food and Civil Supplies Corporation Private Limited,
 Jharkhand State Agricultural Marketing Board Building,
 Itki road,
 PO & AT Hehal,
 Ranchi-834005.

Sir,

We are herewith furnishing the following general information.

1	Name of the Tenderer	
2	Address for correspondence	
3	Name, address, telephone number and email of the contact person to whom all correspondence in respect of this tender should be sent	

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorised signatory

Power of Attorney for signing of Tender

(To be executed on a stamp paper of appropriate denomination)

Know all men by these presents, We, _____ (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for providing Warehouse Management Services at the depots of the Corporation, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Tenderers' and other conferences and providing information / responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Corporation in all matters in connection with or relating to or arising out of our tender for providing the said services and/or upon award thereof to us and/or till the entering into of the agreement with the Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF
_____, 2017

For _____

(Signature)

(Name, Title and Address)

Witnesses:

(Signature)

(Name, Title and Address)

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

**Price Bid for providing Warehouse Management Services
(To be submitted in the letter head of the Tenderer)**

1. Rate quoted as per clause 27.2 of the ITT.

Service charge per Warehouse per month	
Per cent in figures	Per cent in words

2. Details of taxes, duties and statutory levies that are applicable as on date are as under

Nature of the levy	Per cent
VAT	
Service tax	
Other levies (describe)	

Place:

Date:

Authorised Signatory

Format of Contract to be executed pursuant to ITT clause 50

AGREEMENT

THIS AGREEMENT is made on this ____ day of _____ 2017 at Ranchi between the Jharkhand State Food and Civil supplies Corporation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Jharkhand State Agricultural Marketing Board Building, Itki road, PO & AT Hehal, Ranchi – 834 005, India (hereinafter referred to as “the Corporation”) which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**;

AND

_____ having its office at _____ (hereinafter referred to as **the Service Provider**), which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns of the **SECOND PART**;

Both the Corporation and the Service Provider shall wherever the context so requires, be referred to individually as ‘Party’ and jointly as ‘Parties’.

WHEREAS

- i. The Corporation has been set up by the Government of Jharkhand in 2010 for managing the public distribution system in the State.
- ii. The Corporation intends to retain Service Providers who would provide Warehouse Management Services for managing operations initially at the warehouses of the Corporation in the Chotanagpur division of the State.
- iii. The Service Provider, in response to invitation of bids by the Corporation vide tender notice _____, (**Please give reference number and date of issue of tender notice**) submitted its bid for providing Warehouse Management Services at the

Warehouses of the Corporation and the Service Provider have been declared as the Selected Tenderer in accordance with the process and terms of the aforesaid tender document.

- iv. In terms of the provisions of the aforesaid tender document, the Selected Tenderer is required to enter into an agreement with the Company which the Parties hereby do.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions and interpretation

1.1 In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:

- (i) **"Agreement"** shall mean this Agreement together with all its schedules, annexures and amendments from time to time.
- (ii) **"Applicable Law"** means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorisation or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
- (iii) **"Corporation"** shall mean Jharkhand State Food and Civil Supplies Corporation Private Limited.
- (iv) **"Service Charge"** shall mean the consideration to be paid by the Corporation to the Service Provider as stated in the Schedule which is exclusive of service tax, duties and other statutory levies.
- (v) **"State"** shall mean the state of Jharkhand.
- (vi) **"Tender Document"** shall mean the tender document no. in response to which the Service Provider offered its bid and was declared as the Selected Tenderer;
- (vii) **"Warehouse"** shall mean the warehouses of the Corporation in the South Chotanagpur Division of the State.

- 1.20 **“Warehouse Management Services”** shall have the meaning ascribed to it in clauses 2.1 and 2.2.
- (viii) **“Working Day”** shall mean all the days when the Corporation is open for business.
- (ix) **“Working Hours”** shall mean the hours on a Working Day when the Corporation is open for business.
- 1.2 In this Agreement, unless the context otherwise requires:
- (i) Words of any gender are deemed to include the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) The terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
- (iv) The terms “Section” “sub-section” and “Schedule” refer to a section, sub-section or schedule of this Agreement;
- (v) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (vi) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vii) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto in the Tender Document or under Applicable Law;
- (viii) References to the word “include” or “including” shall be construed without limitation;
- (ix) Schedules annexed to this Agreement form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.

2. Warehouse Management Services

- 2.1 In consideration of the Service Charge as agreed herein to be paid to the Service Provider, the Service Provider agree to provide Warehouse Management Services at the Warehouses of the Corporation.
- 2.2 Warehouse Management Services shall mean carrying out all operations at the Warehouses of the Corporation, strictly in accordance with the policies and procedures of the Corporation.
- 2.3 The Service Provider shall be responsible for
- (a) General upkeep of the Warehouse, including maintaining the premises in a clean and hygienic condition;
 - (b) Supervising unloading of Commodities from the vehicle and their stacking at the Warehouse;
 - (c) Safekeeping of the stored Commodities as per the policies and procedures laid down by the Corporation, including maintaining sanitation of the warehouse, fumigation, ensuring aeration of the stored commodities, regular inspection of the stored commodity for presence of insects, infestations and molds and taking all measures necessary for the safe storage of the commodity;
 - (d) Supervising loading of Commodities from the Warehouse to the vehicles for conveying them to fair price shops in the State;
 - (e) Periodic stock taking of the Commodities as per the guidelines issued by the Corporation and reporting variances, if any;
 - (f) Safety of the Warehouse, the stock of Commodities therein and the conduct of business in an orderly manner, etc.; and
 - (g) Carrying out such other activities as may be directed by the Corporation from time to time.
- 2.4 The personnel deployed by the Service Provider shall scrupulously adhere to the procedures prescribed by the Corporation, without any deviation.

3. Deployment of personnel

- 3.1 The Service Provider shall deploy such personnel as may be necessary for providing the Warehouse Management Services to the Corporation.

- 3.2 The personnel deployed shall be competent with sufficient knowledge of operating a warehouse and safe storing of Commodities and shall have working knowledge of computers and shall be proficient in MS Word and Excel.
- 3.3 The Service Provider shall also take measures for the security of the Warehouse and smooth conduct of business at the Warehouse.
- 3.4 The number of personnel to be deployed, their qualifications, working conditions, remuneration payable to them and all incidental matters shall be decided by the Service Provider.

Provided that if in the opinion of the Corporation the number of personnel deployed in a Warehouse is inadequate or the personnel deployed are not competent to carry on operations at the Warehouse, then the Service Provider shall take steps as may be advised by the Corporation.

- 3.5 The Corporation shall, if it is expedient to do so, request the Service Provider to change the place of deployment of a person deployed in a Warehouse and the Service Provider shall abide by the directions so given.
- 3.6 The Corporation shall, if it is expedient to do so, request the Service Provider to cease the deployment of a person deployed in a Warehouse and the Service Provider shall abide by the directions so given.

4. Equipping the deployed Personnel

- 4.1 The Service Provider shall provide the person in-charge of the Warehouse a smart mobile phone and shall subscribe to a closed user group facility with a mobile service provider and shall defray the expenses incurred towards such subscription.
- 4.2 The Service Provider shall be responsible to ensure that the person in-charge uses the mobile phone only for discharging his duties. The Service Provider shall be liable for any undesirable activity indulged in by such person.

4.3 Every Warehouse shall be provided with internet connectivity of sufficient bandwidth. The Service Provider shall defray the expenses incurred towards providing internet connectivity.

5. IT infrastructure at Warehouses

5.1. The Corporation shall make available sufficient number of desktop computers, laptops, UPS and other IT hardware necessary for carrying on operations at the Warehouse.

5.2. The Corporation shall also provide necessary software through which operations at the Warehouse shall be conducted.

5.3. The Service Provider shall use the software provided by the Corporation and shall, under no circumstances deploy its own software for operating the Warehouse.

6. Warehouses where services have to be provided

6.1. Warehouse Management Services shall be provided at the warehouses listed in Annexure 1 to this agreement.

6.2. Warehouse Management Services shall be provided on all Working Days for the Working Hours at each Warehouse.

6.3. The Corporation may, considering exigencies of circumstances, omit one or more Warehouse where such services are being provided. Any such decision of the Corporation shall be binding on the Service Provider.

6.4. The Corporation may include additional Warehouses where Warehouse Management Services have to be provided. Any such decision of the Corporation shall be binding on the Service Provider at the same rates and terms and conditions as in the Contract.

7. Responsibilities of deployed personnel

- 7.1. The deployed personnel at a Warehouse shall scrupulously adhere to the procedure prescribed by the Corporation, without any deviation.
- 7.2. Amongst others, the deployed personnel shall discharge the responsibilities as in clause 2.2 and discharge such other responsibilities that the Corporation may direct from time to time.

8. Diligence towards stock

- 8.1. The Service Provider shall be responsible for the Commodities stored for distribution. It shall be liable to remit Rs. 40 per quintal (Rupees Forty Per quintal) in respect of any stock damaged or lost to the Corporation within five days of such damage or loss being reported.
- 8.2. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of employee infidelity and shall take necessary Workmen Compensation policy.

9. Diligence towards equipment

- 9.1. The Service Provider shall be responsible for the equipment and furniture and fixtures at the Warehouse. At the end of the Contract, it shall be liable to hand over the equipment at the Warehouse in good and working condition, save normal wear and tear.
- 9.2. In the event that the Service Provider does not hand over the equipment in good and working condition as per clause 9.1 above, the Service Provider shall be liable to remit such amounts as may be determined by the Corporation.

10. Diligence towards premises

- 10.1. The Service Provider and the Corporation shall jointly inspect the Warehouse and associated structures and area if any, and list out items that require repairs. The

Corporation shall thereafter carry out the repairs identified and hand over the premises to the Service Provider.

- 10.2. The Service Provider shall be responsible for the Warehouse and associated structures and area, if any. At the end of the Contract, it shall be liable to hand over the Warehouse in a fit condition, save normal wear and tear.
- 10.3. During the Contract, if in the opinion of the Service Provider the Warehouse and associated structures and area if any, require any repair, it shall inform the Corporation forthwith. The Corporation shall, as expeditiously as possible, consider the request of the Service Provider and accord its approval, with such modifications as may be necessary. The Corporation shall also inform the Service Provider whether it may carry out the repairs by itself or whether the Corporation shall do so.
- 10.4. The Service Provider shall, if permitted by the Corporation to carry out repairs as per clause 10.3 above, carry out the repairs as per the permission accorded by the Corporation and submit the bill for reimbursement by the Corporation.
- 10.5. In case the Corporation undertakes to take up the repairs, it shall do so expeditiously.

11. Insurance cover for Warehouses

- 11.1. The Corporation shall take an appropriate insurance cover for the risks at the Warehouse due to any law, decree, regulation, order of any government authority, expropriation, confiscation, requisition, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or other labour disputes, fire, flood, earthquake, storm, explosion or an act of God, storm, tempest, inundation, lightning, earthquake, terrorism, burglary, money insurance (cash in chest only) and public liability.
- 11.2. The Service Provider shall take an insurance policy to cover risks, other than 10.1 above.

11.3. If any doubt arises whether a particular risk has to be covered by the Corporation or the Service Provider, the decision of the Corporation shall be final and the Service Provider shall abide by such decision.

12. Remuneration to Personnel

12.1. The Service Provider shall, considering the qualifications, experience and other factors, fix the basic salary payable to the Personnel deployed.

12.2. The Service Provider shall be responsible for payment of remuneration of the personnel deployed and remitting all statutory deductions and dues, like employer contribution to Provident Fund, contribution to the ESIC, bonus, leave encashment, leave relief charges and other applicable statutory amounts.

12.3. Any undischarged liability in regard to personnel deployed shall be to the account of the Service Provider and it shall keep the Corporation always indemnified in this regard.

13. Consideration

13.1. In consideration of Warehouse Management Services to be provided by the Service Provider, the Corporation shall pay to the Service Provider, Service Charge as detailed in the Schedule.

13.2. The Service Charge under this Agreement shall be exclusive of service taxes, duties and other statutory levies, if any. Any variation in service tax and other statutory levies shall be to the account of the Corporation.

13.3. The Service Charge shall not be increased or decreased for any increase or decrease in the rates of Income Tax or TDS.

13.4. In the event that the Corporation adds any Warehouse in accordance with this Agreement, the Service Provider shall be paid the same Service Charge as in the Schedule.

14. Revision in Service Charge

- 14.1. No change in the Service Charge agreed to shall be allowed during the term of the Agreement.

15. Payment procedure

- 15.1. The Service Provider shall raise an invoice for the Service Charges payable for a month, clearly indicating the service taxes and other statutory levies and the total amount payable. The invoice shall be accompanied by such documents as may be specified by the Corporation from time to time.
- 15.2. The invoice may be sent by email followed by a signed copy to be delivered to the designated authority as may be specified by the Corporation.
- 15.3. The Corporation shall, as soon as the invoice is received, but not later than seven Working Days from the date of receipt of the invoice, remit the total amount as indicated in the invoice to the bank account of the Service Provider, subject to statutory deductions and other deductions.
- 15.4. Any dispute arising with regards to payment of service charges shall be mutually resolved between the Parties.

16. Standard of Warehouse Management Services

- 16.1. The Service Provider shall exercise due care in providing Warehouse Management Services and shall conduct itself in a professional manner without malafide and arbitrariness.

17. Term

- 17.1. The Agreement shall come into force from the first day of August 2017 and shall remain in force and binding on the Parties for a period of six months from the above date of this Agreement as written on the top of this Agreement unless extended as provided herein.

- 17.2. The Corporation may, within one month before the expiry of the above period, at its sole discretion request the Service Provider for an extension of the term of the Agreement by another three years with same terms and conditions as contained herein which shall be binding on the Service Provider. In the event of extension of the Agreement, the Service Provider shall extend all securities given, including bank guarantee/s according to such extension.
- 17.3. This Agreement may be terminated during its currency if both the Parties mutually agree in writing to terminate this Agreement.
- 17.4. The Corporation may, at its sole discretion terminate this Agreement by giving seven days' notice in writing to the Service Provider in the event of :-
- (a) Unsatisfactory performance or poor quality of service provided by the Service Provider and if the performance of the Service Provider is not improved despite ten days' notice in writing by the Corporation;
 - (b) Failure to provide Warehouse Management Services for any Working Day at any Warehouse and if such failure occurs more than once during a continuous period of six months;
 - (c) Any information as submitted by the Service Provider at the time offering its bid in response to the tender document is found to be incorrect or false;
 - (d) An event of Force Majeure has occurred and cannot be remedied by either party within a period of 15 days after its occurrence ;
 - (e) A petition for insolvency is filed against the Service Provider or liquidation proceedings have been initiated against the Service Provider or, if a Court Receiver is appointed as receiver of all/any of the properties of the Service Provider.
- 17.5. Notwithstanding anything to the contrary contained herein, in the event of breach or default of any of the terms and conditions committed by either Party and such breaching Party fails to rectify the breach within 10 days, this Agreement may be terminated by the aggrieved/non breaching Party by giving a notice of 15 days.
- 17.6. The expiry or earlier determination, howsoever occasioned, of this Agreement shall not affect any right/s and liability/ies accrued till the date of expiry or such determination.

18. Force Majeure

- 18.1. Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

19. General Covenants

- 19.1. This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the Corporation and the Service Provider and/or its personnel/representatives. The Service Provider and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Corporation or in any manner bind the Corporation or hold out or represent that the Service Provider are acting as an agent of the Corporation.
- 19.2. Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.
- 19.3. Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.
- 19.4. No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.
- 19.5. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such

term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.

- 19.6. All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified in writing by either Party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.

20. Disputes

- 20.1. The Service Provider and the Corporation shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.
- 20.2. All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the agreement which have not been settled in shall be settled in accordance with clause 20.3.
- 20.3. In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Ranchi and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Ranchi only.

21. Governing law

- 21.1. This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Ranchi.
- 21.2. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

22. Representation

22.1. The Service Provider represent that all the information submitted in the bid in response to the Tender Notice are correct and true

22.2. Each Party represent that it is competent to sign and execute the Agreement through their authorised representative/s.

In witness whereof the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.

Signed and delivered by _____, the Service Provider by its authorised representative

By: _____

Name:

Title:

Signed and delivered by Jharkhand State Food and Civil Supplies Corporation Private Limited,

by its authorised representative

By: _____

Name:

Title:

Witnesses:

1.

2.

(With names and addresses)

SCHEDULE A
(Details of Service Charge)