



**JHARKHAND STATE FOOD AND CIVIL SUPPLIES CORPORATION LTD.,
GOVERNMENT OF JHARKHAND, RANCHI
1st floor, JSFC Bhawan, Kadru, Ranchi-834002**

Bid Ref No. B/5260382

Date: 07/08/2024

REQUEST FOR PROPOSAL (R.F.P.)

INVITATION OF BID FOR PROVIDING

TRANSPORTATION & HANDLING SERVICES FOR DELIVERY OF
FOODGRAINS (RICE WHEAT AND ANY OTHER ITEMS) FROM FOOD
CORPORATION OF INDIA, DEPOT TO DIFFERENT GODOWNS OF
JHARKHAND STATE FOOD AND CIVIL SUPPLIES CORPORATION LTD., AT
DUMKA DISTRICT OF JHARKHAND FOR 2024-26
through e-BID on GeM PORTAL



झारखण्ड राज्य खाद्य एवं असैनिक आपूर्ति निगम लिमिटेड
JSFCभवन, कडरु मेन रोड, रांची-834002।

CORRIGENDUM - I

Sl. No.	Document asked in RFP	Ammended Document				
1.	Self-attested copy of purchase orders/Credential Certificate from 3 Last three years i.e. 2020-21, 2021-22 & 2022-23 received from various agencies for the supply/providing of similar services.	As per RFP clause 4.3.				
2.	Pre Bid Meeting Date: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">22-08-2024</td> <td style="text-align: center;">12:00 PM</td> </tr> </table> https://meet.google.com/bgu-nesf-vwj	22-08-2024	12:00 PM	Pre Bid Meeting Date : <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">24-08-2024</td> <td style="text-align: center;">12:00 PM</td> </tr> </table> https://meet.google.com/sus-vdjy-chb	24-08-2024	12:00 PM
22-08-2024	12:00 PM					
24-08-2024	12:00 PM					



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1. Introduction

Under the Public Distribution System, Food grains (Rice, Wheat, etc.) and other items, as directed by the Jharkhand State Food & Civil Supplies Corporation Ltd., are to be transported from Depot/Railhead of Food Corporation of India or Godowns of Jharkhand State Food and Civil Supplies Corporation Ltd notified for Custom Milled Rice to different Godowns of Jharkhand State Food and Civil Supplies Corporation Ltd. at District of Jharkhand.

The Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Ranchi invites bids from the intending Bidders for Selection of Transportation & Handling Agency for a period for 02(two) Years from Date of Contract execution. Further it may be extended for next 6 months. Selection of Transportation & Handling Agency shall be through e-bid followed by Reverse auction on GeM Portal. Participants must be registered on GeM portal.

2. Definition

- 2.1 “Contractor” shall mean and include the Person(s), Firm, and Company with whom the contract has been placed including their heirs, executors, administrators and successor and the permitted assignees as the case may be.
- 2.2 “Corporation” means “Jharkhand State Food & Civil Supplies Corporation Ltd (JSF&CSCL)”.
- 2.3 “District Manager” means District Manager of Jharkhand State Food & Civil Supplies Corporation Ltd working at district level.
- 2.4 “Godown” means Jharkhand State Food & Civil Services Corporation Ltd godowns or any other godowns under their occupancy.
- 2.5 “Heavy Carriage Vehicle” means Machine run vehicle (truck) which has been registered as heavy vehicle under Motor Vehicle Act for the purpose of transportation of food items. Food items mean Food grains (Rice, Wheat etc.) jute bags / bales etc.
- 2.6 “Lowest Bidder” means the Bidder whose Evaluated Price is the lowest.
- 2.7 “Managing Director” refers to Managing Director under whose

administrative control the tender for Transportation & handling will be processed. It will also include Officials authorized by Managing Director in this regard.

- 2.8 “Parties” mean the Corporation and the Service Provider referred to jointly.
- 2.9 “Price Bid” means the schedule of prices submitted by the Bidder.
- 2.10 “Selected Bidder” means the Lowest Bidder who has been selected by the Jharkhand State Food and Civil Supplies Corporation Ltd. as such through GeM.
- 2.11 “Services” mean the services as are required by the Corporation to be provided by the successful bidder as enumerated in this tender document and shall include Tender directions / Conditions / execution of any activity from the list of activities mentioned in the rules and any assistance, additional or relevant activities and services which are required by district manager time to time.
- 2.12 “Tender” means Tender invitation, Tender directions, Annexure of the Tender, Acceptance of the Tender and all such general and special terms.
- 2.13 The term “GeM” means Government E-Marketplace (GeM) Portal <https://gem.gov.in>
- 2.14 “Transportation & Handling Agency” means that person or persons / firm or company with which Corporation has entered into contract for Transportation & Handling services and it shall also include their successor.

3. Scope of work

- 3.1 Transportation & Handling of food grains (Rice, Wheat, etc.) and other items, or any other item as directed by Jharkhand State Food and Civil Supplies Corporation Ltd., from Depot/ /Railhead of Food Corporation of India to different Godowns of Jharkhand State Food and Civil Supplies Corporation Ltd. at **Dumka** District by road for a period for 02 (two) years from the date of Contract execution. Can be extended upto 6 months in a block of two months based on performance.

- 3.2 Transportation & Handling of custom milled rice from notified godowns of Jharkhand State Food and Civil Supplies Corporation Ltd to different Godowns of Jharkhand State Food and Civil Supplies Corporation Ltd. at Dumka District by road for a period for 02 (two) years. Can be extended upto 6 months in a block of two months based on performance from the date of Contract execution. Further it may be extended for next 6 months
- 3.3 Loading of bags at the Warehouses on the vehicle- The term "Loading" means lifting the bag from the stack, bringing it to weighing machine, weighing it, sewing the bag if required and loading it on the transport vehicle.
- 3.4 Unloading Bags / Bales from the vehicle and stacking them at the Godowns as per the instructions of the Corporation. Unloading means offloading the bag from vehicle at destination point, sewing the bags if required, taking it to the weighing machine, weighing it, taking the bag from weighing machine to stacks and arranging the bags on the stacks in the godown.
- 3.5 Segregating torn and damaged bags and stacking them separately as instructed. Transportation & Handling Agency shall be responsible for cleaning, upkeep and collection of the stock back into the godown in case of stocks scattered during loading / unloading.
- 3.6 The Contractor shall complete the work of transportation and handling of food grains for the district of Dumka for any month within 15 days of communication by District Manager.
- 3.7 Transport and handling of such other related items as may be required from time to time.
- 3.8 Expected quantum of food grains (Rice, Wheat, etc.) or any other item for transportation and handling is mentioned below-

Expected Monthly Allocation (in MT)				
NFSA (Rice & Wheat)	JSFSS (Rice)	Other item	Total	Total Allocated quantity for 2 (two) years for Transportation (in MT)
A	B	C	D=A+B+C	E=D*24
5977.00	152.00	-	6129.00	147096.00

- 3.9 The Trade Value shall be defined as follow-

Trade Value = Total allocated Quantity for 2 years (in MT) X Rs 600 per MT

The Trade value for Transportation and handling service for Dumka district shall be $147096.00 \text{ MT} \times \text{Rs } 600/\text{MT} = \text{Rs. } 8,82,57,600.00/-$

- 3.10 Managing Director / District Manager, of Jharkhand State Food and Civil Supplies Corporation Ltd. Dumka considering the exigencies of circumstances may omit or add Godown where such transportation services are to be provided.
- 3.11 District Manager may modify the quantity to be transported and handled as per the requirement, which shall be acceptable and binding on the Contractor.
- 3.12 No guarantee is being given for any quantum of work during the period mentioned in the bid document. Contractor shall be intimated regarding the tentative volume of work but the actual amount of work may increase or decrease. If work gets cancelled or amount of work gets reduced or increased, the Contractor shall not have any claim against District Manager or Corporation or any other concerned authority.
- 3.13 Intending bidder may participate in one or more district as per qualifying criteria.

4. Eligibility / Prequalification conditions

- 4.1 The Bidder may be Individual/Partnership firm/ Limited Liability Partnership / Registered Company / Co-operative Society.
- 4.2 Intending bidder should have minimum average annual turnover of Rs. 1,10,00,000.00 (equal to 12.5% of trade value in multiple of Rs. 5,00,000.00) in any three financial years out of five i.e. FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.
- 4.3 The bidder should have prior experience of transportation and handling of goods carried out for any State Government or State public sector undertakings (Company where a State government holds shares not less than 51% of issued and paid up capital) or Government of India or central Public sector undertakings (Company where Government of India holds shares not less than 51% of issued and paid up capital) for value not less than Rs 55,00,000.00 (equal to 6.25% of trade value in multiple of Rs. 1,00,000) in any single financial year out of Financial years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. Experience Certificate issued by the competent authority (State Government or State public sector undertakings or Government of India or central Public sector undertakings) illustrating the value of transportation and handling of goods work done in a financial year shall be uploaded.
- 4.4 The bidder shall operate such number of transport vehicles so that the total carrying capacity of the vehicles is not less than 8% of the monthly allocation of food grains. The expected Monthly allocation of food grains and other items for Dumka District is 6129.00MT. Therefore intending bidder should have vehicles (Own or leased) having carrying capacity of not less than 491.00MT.
- 4.5 The bidder shall own not less than **50%** of the total vehicles required and shall submit related documents at the time of submission of bid. Thus, the bidder shall have own vehicles having carrying capacity of not less than 246.00 MT and shall submit all the relevant vehicle related documents at the time of submission of bid.

- 4.6 At the time of bidding the bidder shall submit an undertaking stating he/she will produce list of vehicles (leased or own) having carrying capacity of not less than 491.00 MT (8% of the total monthly allocation for Dumka District) along with all valid documents at the time of agreement, if he/she is selected among bidders.
- 4.7 If the proprietor /any of the partners of the Bidder firm/any of the Director of the Bidder Company have been, at any time, booked for any criminal offence or convicted by a court of an offence and sentenced to imprisonment, shall not be eligible to participate in this bid.
- 4.8 Bidders who have been blacklisted / debarred / Banned / Suspended by Department of Food, Public Distribution and Consumer Affairs, Govt. of Jharkhand / Directorate of Food and Consumer Affairs / Jharkhand State Food and Civil Supplies Corporation Ltd / District Manager Office will be ineligible during the period of such debarment or for a period of three years from the date of debarment, whichever is earlier, shall not be eligible to participate in this bid.
- 4.9 Any bidder whose contract with the Department of Food, Public Distribution and Consumer Affairs, Govt. of Jharkhand / Directorate of Food and Consumer Affairs / Jharkhand State Food and Civil Supplies Corporation Ltd / District Manager Office has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last three years, shall not be eligible to participate in this bid.
- 4.10 Bidder whose Earnest Money Deposit and / or Security Deposit has been forfeited by Department of Food, Public Distribution and Consumer Affairs, Govt. of Jharkhand / Directorate of Food and Consumer Affairs / Jharkhand State Food and Civil Supplies Corporation Ltd / District Supply Office during the last three years, shall not be eligible to participate in this bid.
- 4.11 Service providers of Transportation and handling of food grains from godowns of Jharkhand State Food and Civil Supplies Corporation Ltd. to door step of fair price shops in Dumka district and their family members (which includes spouse, son, daughter and parents) shall not be eligible to participate in this bid.

- 4.12 PEG Owners or Warehouse Service Providers or Transporters of Food Corporation of India operating in the district of Dumka or districts sharing common boundary with Dumka and their family members (which includes spouse, son, daughter and parents) shall not be eligible to participate in this bid.
- 4.13 If Bidder is awarded more than one district then bidder will have to submit different set of vehicle for each district at the time of signing of contract.
- 4.14 In the case of Jharkhand Micro and Small Enterprises (MSEs), relaxation will be provided in accordance with the provisions of extant Jharkhand Procurement Policy. Bidder must upload scanned copies of MSEs certificate that should be duly attested by General Manager, District Industrial Centre / Managing Director, Industrial Area Development Authorities/ Director, Industries, Govt. of Jharkhand while participating through GeM Portal.

5. Documents to be furnished.

Documents as mentioned below are required to be duly signed, self-attested and uploaded on GeM Portal.

- 5.1 Bidder shall furnish a copy of the following documents.
- 5.1.1 A copy of Registration Certificate of Proprietorship in case of Individual and Sole Proprietor.
- 5.1.2 A copy of Partnership Deed in case of Partnership Firm.
- 5.1.3 A copy of Limited Liability Partnership agreement in case of Limited Liability Partnership (LLP).
- 5.1.4 A copy of Bylaws in case of Co-operative Society.
- 5.1.5 A copy of Memorandum of Association in case of Company.
- 5.2 Copy of PAN card.
- 5.3 GST registration certificate.

- 5.4 Copies of Audited Balance Sheet and profit / loss account for financial years 2018-19, 2019-20,2020-21, 2021-22 & 2022-23 duly certified by Chartered Accountant.
- 5.5 Copies of the incomeTax returns forfinancial years 2018-19, 2019-20,2020-21, 2021-22 & 2022-23.
- 5.6 Copy of Document of authorization. This is required when instead of the bidder its authorized representative submits the bid.
- 5.7 Character Certificate issued within last six months by Superintendent of Police / Sub-Divisional Officer (SDO) of the district.
- 5.8 Copy of UTR No. issued by Bank for Online payment of EMD (Earnest Money Deposit).
- 5.9 Duly filled and signed Annexure 1
- 5.10 Duly filled and signed Annexure 2
- 5.11 List of own vehicles having carrying capacity not less than 246.00 MTshall be submitted in Annexure-3 along with copy of following documents-
 - A. Copy of Vehicles Registration Certificate which should not more than 15 years.
 - B. Copy of Up-to-date Tax Paid Certificate of Vehicles.
 - C. Copy of Up-to-date Pollution Certificate of Vehicles.
 - D. Copy of Up-to-date Vehicle Insurance Certificate.
 - E. Copy of permit for Goods Carriage in the state of Jharkhand.
- 5.12 An Undertaking for submission of list and details of dedicated vehicles having carrying capacity not less than 491.00MTrequired for transportation inAnnexure 4.
- 5.13 In the case of Jharkhand MSEs, scanned copies of MSEs Certificate should be duly verified by General Manager, District Industrial Centre / Managing Director, Industrial Area Development Authorities / Director, Industries, Govt. of Jharkhand

6. Process of electronic tendering and e-Bid system on Gem Portal

- 6.1 All bidders registered on GeM portal are eligible to participate in e-bid subject to terms and conditions detailed in this document and terms and Conditions of GeM Portal.
- 6.2 The registered bidders shall submit EMD (Earnest Money Deposit) of Rs. 18,00,000.00(2% of Trade value in multiple of Rs.1,00,000.00) through RTGS/NEFT in Jharkhand State Food & Civil Supplies Corporation Ltd. Bank Account before the submission of e-bid.

Account Name	Account No.	Bank Name	Branch Name	IFSC DETAIL
Jharkhand State Food & Civil Supplies Corporation Ltd.	100172871641	IndusInd Bank	Main Road Ranchi	INDB0000030

- 6.3 EMD (Earnest Money Deposit) of the unsuccessful Bidder(s) shall be returned within 15 days of selection of successful bidders.
- 6.4 The ceiling rate for transportation & handling of food grains shall be Rs. 600/- per MT.
- 6.5 The financial bid shall be in Indian Rupees per MT and shall be inclusive of all the incidental expenditure, taxes including GST.
- 6.6 The bid shall remain valid for 120 days from the date of bid.
- 6.7 The final results of the e-Bid are binding on all bidders. Failure to accept award of supply contract by the successful bidder shall result in the forfeiture of the EMD (Earnest Money Deposit) and blacklisting from further participation in the tenders invited by District Manager for a period of three years.
- 6.8 Buyer (Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. Ranchi) shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access.
- 6.9 The Invitation of Bids, the terms and conditions of the e-Bid, Bid of the Successful bidder, Letter/e-mail Confirmation/Acceptance issued by the Buyer (Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd, Ranchi) to the successful bidder (herein after called the Service Provider) along with any amendment issued prior to award

of contract shall constitute the Contract between the contractor and Buyer.

7. Evaluation of Bids

- 7.1 The complete application along with relevant documents shall be uploaded on e-tendering GeM Portal.
- 7.2 The bidders who fulfill all eligibility criteria and submit all the required documents shall be declared technically qualified.
- 7.3 Financial bid shall be quoted in Rupees per MT basis.
- 7.4 Technically Qualified bidders shall be eligible to participate in Reverse Auction on GeM Portal.
- 7.5 The bidder having lowest bid (L1) shall be declared successful.

8. Contract execution by successful bidder

- 8.1 The successful bidder upon receipt of communication regarding acceptance of bid by the Managing Director, shall transfer a sum of Rs. 44,00,000.00 (5% of Trade value in multiple of Rs.1,00,000.00) electronically through NEFT/RTGS/ Other means in favor of " Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Ranchi" within 10 (ten) days from the date of declaration of e-Bid.
- 8.2 The successful bidder shall execute the contract along with transfer of sum as security deposit within 15 days from the date of declaration of e-Bid.
- 8.3 Security Deposit furnished by the qualified bidders shall be returned on completion of the contract period subject to satisfactory performance of the contract as per the Terms and Conditions of the contract.
- 8.4 Non acceptance of work order within 15 days of declaration of e-Bid results shall amount to forfeiture of EMD (Earnest Money Deposit) deposited along with blacklisting and debarment from participating in the subsequent e-Bid for a period of three years.
- 8.5 After execution of agreement if the Contractor refuses to work or stops work in due course of contract, the Security Deposit shall be forfeited

along with blacklisting and debarment from participating in the subsequent e-Bid for a period of three years.

- 8.6 In case of non-acceptance of work order by L1 bidder, L-2 bidder shall be invited for work as per term & conditions of GeM.
- 8.7 Violation of any of provisions of the bid Document/RFP/Agreement shall be deemed as violation of Terms and Conditions of the contract.

9. Period of Contract

- 9.1. The contract shall remain in force for a period of two years from the date of the acceptance letter or such later date as may be decided by the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Jharkhand
- 9.2. The Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Jharkhand reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Jharkhand under this clause shall be final, conclusive and binding on the Contractor.

10. Performance of Contract/ Conditions of providing Services

- 10.1 Transportation and handling services to be rendered is non-transferable. Bidder, to whom the work has been allotted, shall execute it. Contractor shall not be allowed to sublease the work to another agency/person.
- 10.2 Intending bidder should be well aware of the conditions of the road, local situation and distance between Food Corporation of India depots and warehouses of Jharkhand State Food and Civil Supplies Corporation Ltd. After the acceptance of the Financial Bid, no change in rate payable shall be made on any ground.
- 10.3 Ordinarily, the District Managers shall give an advance notice of not less than 24 hours to the Contractor, conveying the details of requirement

for transportation. Intending Bidder may note that exigencies of circumstances may lead to a shorter notice and under no circumstance shall there be default/delay in providing transportation services as requisitioned.

- 10.4 Contractor shall ensure that not less than required number of vehicles are available daily and ready for transportation in morning in the premises of the Food Corporation of India. The vehicles shall be as per the list provided by the bidder at the time of execution of contract. In case of changes in vehicles, the District Managers shall be informed at least 3 days in advance.
- 10.5 Contractor should be in a position to deploy adequate number of vehicles for transporting of Food grains (rice, wheat, etc) and any other items as directed by the District Manager for completion of transportation within Twenty (15) consecutive working days. Particulars of extra Vehicles deployed by the Contractor (like type of vehicle, vehicle registration number, etc.) shall be declared beforehand (at least 3 days in advance) to the District Manager.
- 10.6 Contractor shall engage vehicles for Transportation having carrying capacity between 9 MT to 28 MT. required number of vehicles shall be calculated on the basis of its carrying capacity.
- 10.7 Contractor shall operate dedicated set of vehicle (leased or own) for Dumka District. The dedicated set of vehicles shall not be put to any other use during the period of transportation. Dedicated set of vehicles shall also not be used in any other District/State during the period of transportation.
- 10.8 The contractor shall not allow any other goods to be loaded in the lorries/trucks in which the food grains etc. of the Corporation are loaded.
- 10.9 The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles.

- 10.10 GPS for trucks/vehicles: - Contractor shall mandatorily provide trucks/vehicles fitted with GPS device confirming to AIS- 140 or as decided by Jharkhand State Food & Civil Supplies Corporation Ltd., from time to time at his own cost. The contractor shall abide the instructions of Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. / District Manager in this regard.
- 10.11 The vehicles deployed shall be for the exclusive use for transporting food grains (rice/wheat/ etc.) and shall not be used by the Contractor for any other purpose during the period of transportation.
- 10.12 Breakdown of the vehicles or any disruption other than those caused by natural calamities shall not be an event of Force Majeure. The Contractor shall make alternate arrangements at her/his own cost for delivery, within the time allowed for transportation and shall provide the details of vehicles to District Manager at least 1 day in advance.
- 10.13 Normally, vehicles shall be deployed on all working days as required by District Manager. However, the District Manager reserves the right to suspend transportation in one or all Warehouses on a day or may require deploying of vehicles on a holiday. The Contractor shall not be entitled to any compensation for the deferment or suspension ordered by the District Manager, nor would they be entitled to any extra payment for transportation on a holiday.
- 10.14 Contractor shall comply with such directions as may be issued by the District Manager for proper accounting of the stock damaged during transit.
- 10.15 Vehicles deployed for transportation shall be driven by drivers having valid driving license. The Contractor shall share the details of the drivers engaged along with their valid identity and address proof with District Manager.
- 10.16 All documents or records that may be required under applicable statutory provisions to accompany the vehicle during transportation shall be available at all times in the vehicle.
- 10.17 The Contractor by themselves or through their authorized representative shall receive the transportation schedule (with Godown-

wise quantity) from the District Manager. Average approximate distance & Lead wise approximate Quantity (in quintals) to be transported in Dumka district is shown in Annexure-6.

- 10.18 The Contractor shall be responsible for the safety of food grains stock from point of loading in the vehicle till its offloading to the destination. They shall keep tarpaulin at the bottom before loading the stocks in the vehicle and cover the stocks with tarpaulin after loading and it should be tightly fastened so that stocks could be protected from damage due to sunlight / rain or adverse weather conditions. Food items (Salt/Sugar etc.) and any other item would be handed over and loaded in their trucks/vehicles on the basis of weight and count of gunny bags. Any damage/ loss/ theft would be borne by the Contractor. Food grains in gunny bags would be weighed at the time of loading and offloading from the vehicles. Contractor or their authorized representative shall be present at Food Corporation of India Depot at the time of loading and receive the food grains in the manner prescribed by Jharkhand State Food & Civil Supplies Corporation Ltd. Dumka, Jharkhand.
- 10.19 No remuneration shall be paid by Jharkhand State Food & Civil Supplies Corporation Ltd. for weighing of food grains and other items.
- 10.20 If there is any reverse transport of stocks from Warehouse to Depot, then payment shall be done on the basis of contract rate for transportation between concerned base Depot and related Warehouse.
- 10.21 The Contractor shall be liable to obtain Transit Insurance Cover against loss or damage to the food grains entrusted to him for transportation.
- 10.22 Contractor shall comply with instructions issued by the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. and District Manager, Jharkhand State Food & Civil Supplies Corporation Ltd. Dumka, Government of Jharkhand and Deputy Commissioner, Dumka.
- 10.23 The entire quantity of food grains and other items received from the Food Corporation of India Depots by the Contractor shall be handed over to the concerned Jharkhand State Food & Civil Supplies Corporation Ltd. Godowns. In case of any shortfall in the quantity of food grains handed over at the godown of Jharkhand State Food & Civil

Supplies Corporation Ltd. an amount equivalent to 2.0 X Rate of the item X quantity of shortfall shall be charged from the contractor as penalty.

10.24 The Contractor shall, whenever required, produce or cause to be produced for examination by the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required relating to the execution of this Contract. The decision of the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. on the question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd.

10.25 If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the contract.

11. Liability of Contractor

11.1 The Contractor shall make available loaders, unloaders, porters and stackers in sufficient number for loading, unloading, portage and stacking work.

11.2 The Contractor shall have licenses prescribed under all the relevant Labor Laws.

11.3 If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

- 11.4 All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- 11.5 The Contractor shall conform and comply with all applicable laws like labor laws; The Contractor shall be liable for non-compliance with any law.
- 11.6 The Contractor shall be responsible for payment of compensation and/or benefits under any prevailing law/rule in case of any accident/mishap in the course of transportation and handling.
- 11.7 The Contractor shall bear the losses incurred due to damage, delay or disturbance by workers employed by them.
- 11.8 The Contractor shall bear the expenses related to parking of the vehicle, tying the rope, toll payment etc. in the course of transportation and handling.
- 11.9 The Contractor shall bear the liability due to any additional Tax / Overloads levied by State Government or Government of India.
- 11.10 The validity of the Agreement or Lease for vehicles should be for at least twentyfour (24) months. Vehicle with same registration number shall not be leased to two or more parties / applicants at any given point of time.
- 11.11 The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for

covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned District Manager/ Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. without prejudice to any other right or remedies under the contract and law.

11.12 The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

12. Terms of payment

12.1 Bills for the Transportation work should be submitted on monthly basis by the selected transport agency by 30th of immediate next month in prescribed form with required supporting documents (Bill, Receipt, Received Truck Challan, Weigh scale chart, & Other documents, required / determined time to time) to District Manager, Jharkhand State Food & Civil Supplies Corporation Ltd. Delay in payment due to incomplete bills shall be the responsibility of Contractor.

12.2 Payment to the Contractor shall be processed after verification by District Manager, Jharkhand State Food & Civil Supplies Corporation Ltd. The payment shall be released by Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. after statutory and other deductions.

12.3 Any request for change in awarded contract rate shall not be admissible on ground of change in depot of Food Corporation of India or

change in allocation of food grains from a depot of Food Corporation of India.

- 12.4 Any request for change in awarded contract rate shall not be admissible on ground of change in Godown of Jharkhand State Food & Civil Supplies Corporation Ltd or construction of new Godown.
- 12.5 The distance of godownof Jharkhand State Food & Civil Supplies Corporation Ltd from depot of Food Corporation of Indiais indicative and bidder should satisfy themselves regarding it. Any request for change in awarded contract rate shall not be admissible on ground of change in distance of godownof Jharkhand State Food & Civil Supplies Corporation Ltd from depot of Food Corporation of India.
- 12.6 The bidder shall not upload invoices on the GeM portal until the buyer acknowledges that the actual work is done.

13. Corrupt Practices

- 13.1. Any bribe, commission, or advantage offered promised by or on behalf of the Tenderer to any officer of official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of the Tenderer will also make his tender liable to rejection.
- 13.2. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 13.3. If the information given by the Tenderer/Party in the Tender Document and its Annexures & Appendices is found to be false/incorrect or has violated/breached any of the terms & conditions of the contract, at any stage, Jharkhand State Food & Civil Supplies Corporation Ltd., Jharkhand shall have the right to disqualify/ summarily terminate the contract, forfeit EMD/Security deposit, make good any other losses caused to the Corporation and debar the party for three years, without prejudice to any other rights that the Corporation may have under the Contract and law.

14. Penalty

- 14.1 The entire quantity of food grains and other items received from the Food Corporation of India Depot/Godown/Railhead by the Contractor shall be handed over to the concerned Jharkhand State Food & Civil

Supplies Corporation Ltd. Godowns. In case of any shortfall in the quantity of food grains handed over at the godown of Jharkhand State Food & Civil Supplies Corporation Ltd. an amount equivalent to $2.0 \times \text{Rate of the item} \times \text{quantity of shortfall}$ shall be charged from the contractor as penalty.

- 14.2 The Contractor shall submit the bill within 30 days of completion of transportation and handling service. If the Contractor submits the bill after 30 days but before 60 days of completion of transportation and handling service then 2% of bill amount shall be deducted as penalty. If the Contractor submits the bill after 60 days but before 90 days of completion of transportation and handling service then 5% of bill amount shall be deducted as penalty. If the Contractor submits the bill after 90 days but before 120 days of completion of transportation and handling service then 10% of bill amount shall be deducted as penalty. If the Contractor submits the bill beyond 120 days of completion of transportation and handling service then alongside deduction of 10% of bill amount, a show cause shall also be issued by concerned District Manager and after review of matter contract may be terminated along with forfeiture of the Security Deposit.
- 14.3 In case, Contractor does not execute the transport work as per the time schedule provided by District Manager, Dumka, a penalty of Rs. Twenty five (25) per MT per day (Rs 25.00/MT/day) will be charged for first five days. For example, if the total monthly allocation of the respective district is 1000 MT and the Contractor completes the transportation of 920 MT as per schedule and transportation of 80 MT is delayed by 4 days then penalty amount shall be $4 \times 25 \times 80 = \text{Rs.}8000/-$.
- 14.4 If the delay in transportation is more than 5 days and up to 10 days then penalty amount Rs 50 per MT per day shall be imposed which shall be calculated from the first day of delay (day 1). For example if the total monthly allocation of the respective district is 1000 MT and the Contractor completes the transportation of 920 MT as per schedule and the transportation of 80 MT is delayed by 8 days then penalty amount shall be $8 \times 50 \times 80 = \text{Rs.}32000/-$.

- 14.5 If the delay in transportation is beyond 10 days and up to 15 days then penalty amount Rs 75 per MT per day shall be imposed which shall be calculated from the first day of delay (day 1).For example if the total monthly allocation of the respective block is 1000 MT and the Contractor completes the transportation of 920 MT as per schedule and the transportation of 80 MT is delayed by 12 days then penalty amount shall be $12 \times 75 \times 80 = \text{Rs.}72,000/-$.
- 14.6 Delay in transportation beyond 15 (fifteen) days shall attract penalty @ Rs. 75 per MT per day and shall be considered as default. Before declaring default, a show cause notice of seven days will be issued by District Manager, Dumka to Contractor. If reply received is not satisfactory or no answer is received within seven days then District Manager may decide to terminate the contract and forfeiture of the Security Deposit along with debarment/blacklisting for three years. Incident shall also be raised on GeMas per incident management policy.
- 14.7 In case the transportation and handling has to be arranged by District Manager because of delay by the contractor then additional cost incurred, if any, shall be borne by the Contractor.

15. Force majeure

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 purpose 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, such other acts or events beyond the control of the defaulting or delaying Party, intervening after the execution of the agreement and impeding its reasonable performance.

16. Dispute Resolution

Any dispute raised by any party, before the execution of contract or during the contract / bid or after that, related to this bid and contract shall be resolved by Managing Director, Jharkhand State Food & Civil Supplies Corporation

Limited,Ranchi who shall be the sole authority for this purpose and his decision/ award shall be final and binding.

17. Disclaimer

Though adequate care has been taken in preparation of this bid document, the bidder should satisfy himself/herself that the document is complete in all respect. Intimation of discrepancy, if any, should be given to the below mentioned office on or before pre-bid meeting. If this office receives no intimation of discrepancy within the stipulated time, it shall be deemed that the bid document is complete and final in all respect.

18. Communication

Any communication in regard to this reference for proposal shall be addressed to

The e mail ID for communication is.....

ANNEXURE -1

(On 100 Rs. Non Judicial Stamp Paper)
(On the letterhead of the firm)

I, (name of deponent), aged-, (Partner / Director / Proprietor) of (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society), do state on oath and solemnly affirm as follows:

1. That I am the Authorized Signatory of (Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society) (hereinafter referred to as "Bidder"), willing to be a service provider of Transportation & Handling as per Tender Reference No.dated, I am filing present affidavit, on behalf of aforesaid bidder.
2. I state that M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society), which has submitted application for selection of service provider of Transportation & Handling pursuant to above tender notification, has all the facilities to accomplish the task prescribed in the tender document as per the terms and conditions thereof.
3. I state that M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society), will bid for tendered work for **Dumka** district.
4. I state that any Partner / Director / Proprietor of M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society), or their family members (Which includes the wife or husband, Son or Daughter and Parents) is not Transport & Handling Contractor of Door-Step-Delivery in the district of Dumka.
5. I state that any Partner / Director / Proprietor of M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society), or their family members (Which includes the wife or husband, Son or Daughter and Parents) is not PEG Owner or Warehouse Service Providers or Transporter of Food Corporation of

India operating in the district of Dumka or districts sharing common boundary with Dumka.

6. I further state that M/s..... (Name of Proprietorship Firm/ Partnership firm / Limited Liability Partnership / Registered Company/ Co-operative society), has not been convicted by any court of law.
7. I further state that M/s..... (Name of Proprietorship Firm/ Partnership firm / Limited Liability Partnership / Registered Company/ Co-operative society), has not been blacklisted or debarred by Govt. of India or its undertaking (PSU) / any State Govt. or its undertaking (PSU).
8. I state that M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society) have the required effective license prescribed under respective Labor Laws, P.F, ESIC and any other statutory licenses as is mandatory and applicable for the tender work. M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company/ Co-operative society) shall comply with Minimum Wages Act and other labour laws and Rules of Government of Jharkhand. If as a result of any amendment by Govt. or for any other reason there is change in these rates, it will be acceptable and abided by me.
9. I state that M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership / Registered Company / Co-operative society) Will Deploy No. of Vehicles required as per tender. All the vehicles which will be deployed for Transportation & Handling work for successful execution of the contract will be fit as per the requirement with all the updated required licenses and documents necessary for plying of vehicles on the road.
10. I, declare that vehicles provided by M/s..... (Name of Proprietorship Firm / Partnership firm / Limited Liability Partnership/ Registered Company / Co-operative society) (owned/ agreement/ leased) will be in proper running condition GPS and Load Sensor will be installed as per the requirement or direction of the District Manager, Dumka / Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd., Ranchi.

11. I state that all the details and particulars furnished in the application for service provider of Transportation & Handling are true and correct to my knowledge. The certificates and other documents submitted are true copies of the original and particulars shown in those documents and certificates with regard to concerned bidder are true and correct.
12. In case any particular or details given in aforesaid bid is found to be incorrect or the certificate or any documents furnished is found to be fabricated and not genuine, either on inspection by Authorized Personnel of the office of District Manager or Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. or on the basis of information received through other sources, I understand that our selection as service provider of Transportation & Handling under Public Distribution Scheme will be liable to be rejected and in case order for supply is given, the same will be liable to be rescinded.
13. I undertake to abide by the Terms & Conditions as laid down in the offer documents by the Directorate & also follow the instructions given by the Directorate.

Yours Sincerely

Signature of Authorized person
Name and Seal with address

Date -

Place -

ANNEXURE -2

DETAILS OF DIRECTORS/PARTNER/PROPRIETOR/SOCIETY MEMBER

S.NO	Name	Age	Designation
1			
2			
3			
4			
5			

Date-

Signature(s)

Place-

Name-

ANNEXURE-3
Undertaking

I,(Name of Deponent),
, (Name of Proprietorship
 Firm/Partnership Firm/Limited Liability Partnership/ Registered Company/Co-
 operative Society)do hereby declare list of owned vehicles -

Sl. No.	Vehicle Registration No.	Name of Owner	Types of Vehicle	Carrying Capacity
Total				

Note- The total carrying capacity of owned vehicles for DumkaDistrict should be not less than246.00 MT.

Date-

Signature(s)

Place-

Name-

ANNEXURE-4
Undertaking

I,(Name of Deponent),
....., (Name of Proprietorship
Firm/Partnership Firm/Limited Liability Partnership/ Registered Company/Co-
operative Society) do hereby undertake that if I am awarded the work, I will provide
the list of vehicles (owned/leased) having carrying capacity of not less than 491.00
MT for transportation and handling services exclusively for Dumka District during the
period of transportation, with related document listed below at the time of agreement: -

- A. Copies of Vehicles Registration Certificate.
- B. Copies of Up-to-date Tax Paid Certificate.
- C. Copies of Up-to-date Pollution Certificate.
- D. Copies of Up-to-date Vehicle Insurance Certificate.
- E. Copies of permit for Goods Carriage in the state of Jharkhand.
- F. Copies of Valid Lease Agreement in case of Leased Vehicles.
- G. Duly filled and Signed Annexure-5.

Date-

Signature(s)

Place-

Name-

ANNEXURE: 5

The contractor should submit the details of required vehicles in the format below at the time of contract execution in the office of Managing Director, Jharkhand State Food & Civil Supplies Corporation Ltd. **Ranchi.**

SL. No.	Vehicle Registration No.	Types of Vehicle	Carrying Capacity of Vehicle	Name of Owner	Lease/Owned	If Lease, then lease tenure
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Total Carrying Capacity						

Note- The total carrying capacity of vehicles (leased or owned) for **Dumka** District shall not be less than 491.00 MT. The vehicles shall be used for transportation and handling services exclusively for the district of Dumka during the period of service.

To be filled by the Contractor.

Date-

Signature(s)

Place-

Name-

ANNEXURE-6

List of depots of FCI, list of godowns of JSF&CSCL, tentative Monthly allocation of food grains and the approximate distance of godowns from depots in Dumka district

Sl. No.	District	FCI Depot Name	JSFC Godown Name	Commodity	Monthly Allocation Quantity (in MT.)	Distance as per District Report
1	DUMKA	BSWC Dumka	DUMKA	Frice	606.00	0.4
2	DUMKA	BSWC Dumka	DUMKA	Wheat	144.00	0.4
3	DUMKA	BSWC Dumka	GOPIKANDER	Frice	221.00	33
4	DUMKA	BSWC Dumka	GOPIKANDER	Wheat	35.00	33
5	DUMKA	BSWC Dumka	JAMA	Frice	507.00	17
6	DUMKA	BSWC Dumka	JAMA	Wheat	123.00	17
7	DUMKA	BSWC Dumka	JARMUNDI	Frice	701.00	29
8	DUMKA	BSWC Dumka	JARMUNDI	Wheat	174.00	29
9	DUMKA	BSWC Dumka	KATHIKUND	Frice	276.00	23
10	DUMKA	BSWC Dumka	KATHIKUND	Wheat	61.00	23
11	DUMKA	BSWC Dumka	MASALIYA	Frice	345.00	25
12	DUMKA	BSWC Dumka	MASALIYA	Wheat	84.00	25
13	DUMKA	PEG Raneshwar	MASALIYA	Frice	122.00	43
14	DUMKA	PEG Raneshwar	MASALIYA	Wheat	27.00	43
15	DUMKA	BSWC Dumka	RAMGARH	Frice	604.00	41
16	DUMKA	BSWC Dumka	RAMGARH	Wheat	145.00	41
17	DUMKA	PEG Raneshwar	RANISHWAR	Frice	386.00	2.75
18	DUMKA	PEG Raneshwar	RANISHWAR	Wheat	92.00	2.75
19	DUMKA	BSWC Dumka	SARAIYAHAT	Frice	607.00	53
20	DUMKA	BSWC Dumka	SARAIYAHAT	Wheat	150.00	53
21	DUMKA	PEG Raneshwar	SIKARIPARA	Frice	458.00	36.7
22	DUMKA	PEG Raneshwar	SIKARIPARA	Wheat	109.00	36.7
					5,977.00	

Note 1: The above distances are indicative and should be verified by the bidder. The allocation of food grains or the depot of Food Corporation of India or the godown of Jharkhand State Food & Civil Supplies Corporation Ltd. may change.

Note 2. Godown wise allocation under JSFSS Scheme is not included in above allocation.

CHECKLIST

<u>SL No.</u>	<u>Document</u>	<u>No. of Pages</u>	<u>Submitted Yes Or No (Y/N)</u>	<u>Remarks (if any)</u>
1	Cover letter On his/her/Company letter head describing a. Bidder name, b. Contact No, c. E-mail id, d. Contact Person Name, e. Name of the district Bidding for , f. Type of Company, g. MSME/MSE firm or not, h. EMD Submission amount.			
2	A copy of Registration Certificate of Proprietorship in case of Individual and Sole Proprietor.			
3	A copy of Partnership Deed in case of Partnership Firm.			
4	A copy of Limited Liability Partnership agreement in case of Limited Liability Partnership (LLP).			
5	A copy of Bylaws in case of Co-operative Society.			
6	A copy of Memorandum of Association in case of Company.			
7	Copy of PAN card (PAN card should be in the name of proprietor or the firm participating in the tender).			
8	GST registration certificate.			
9	Copies of Audited Balance Sheet and profit / loss account for financial years 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 duly certified by Chartered Accountant.			
10	Copies of the income Tax returns for financial years 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.			
11	Copy of Document of authorization. This is required when instead of the bidder its authorized representative submits the bid.			
12	Character Certificate issued within last six months by Superintendent of Police / Sub-Divisional Officer (SDO) of the district.			
13	Copy of UTR No. issued by Bank for Online payment of EMD (Earnest Money Deposit).			

14	<p>List of own vehicles having carrying capacity not less than 246.00 MT shall be submitted in Annexure-3 along with copy of following documents-</p> <p>A. Copy of Vehicles Registration: Vehicles Registration Certificates should not be more than 15 years.</p> <p>B. Copy of Up-to-date Tax Paid Certificate of Vehicles.</p> <p>C. Copy of Up-to-date Pollution Certificate of Vehicles.</p> <p>D. Copy of Up-to-date Vehicle Insurance Certificate.</p> <p>E. Copy of permit for Goods Carriage in the state of Jharkhand.</p>			
15	<p>An Undertaking for submission of list and details of dedicated vehicles having carrying capacity not less than 491.00 MT required for transportation in Annexure 4.</p>			
16	<p>In the case of Jharkhand MSEs, scanned copies of MSEs Certificate should be duly verified by General Manager, District Industrial Centre / Managing Director, Industrial Area Development Authorities / Director, Industries, Govt. of Jharkhand.</p>			
16	<p>Self-attested copy of purchase orders/Credential Certificate from 3 Last three years i.e. 2020-21, 2021-22 & 2022-23 received from various agencies for the supply/providing of similar services.</p>			
17	Annexure -1			
18	Annexure -2			
19	Annexure -3			
20	Annexure -4			
21	Annexure -5			
22	Annexure -6			