INVITATION OF TENDERS FOR PROVIDING TRANSPORTATION & HANDLING SERVICES TO THE JHARKHAND STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED (2020-2022)

Head Office/Regd. Office:
Jharkhand State Food & Civil Supplies Corporation Limited
JSFC Bhawan, Kadru Main Road
Ranchi-834002
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Background to the invitation

a) Jharkhand State Food and Civil Supplies Corporation Limited (hereinafter called as JSF&CSCCL or Corporation) has been registered under Companies Act and working as Jharkhand State Government undertaking since 1st Feb 2011. JSF&CSCCL is working mainly for activities beneficial for public, of which distribution of Food grains / Sugar / Salt / Kerosene Oil etc. is important.

b) Tenders are invited for appointment of Transportation & Handling Contractors by Jharkhand State Food & Civil Supplies Corporation Limited (JSF&CSCCL) through Managing Director for Transportation & Handling of Food grains / Paddy / Sugar / Pulses / Oilseeds / Edible Oil / Empty Jute Bags / Bales etc. from Warehouses/Railheads of Food Corporation of India (FCI) & Jharkhand State Food & Civil Supplies Corporation Ltd. (JSF&CSCCL) to warehouses of JSF&CSCCL located in different districts of Jharkhand through Roadways for a period up to 31st March 2022.

c) Jharkhand State Food and Civil Supplies Corporation Limited (JSFCSCCL Ltd) has entrusted NCDEX e Markets Limited (NeML) to invite tenders on behalf of JSF&CSCCL Ltd from eligible service providers for providing transport and handling services and other related services as may be specified by the Corporation from time to time.

d) The JSF&CSCCL shall follow e-auction mode for selection of transport and handling service providers/contractors and has entrusted the same to NCDEX e Markets Limited (hereinafter called as NeML) for conducting electronic auction system for providing transport and handling services from the registered transport and handling service providers/contractors. It is mandatory for tenderers to register with NCDEX e Markets Limited for participation on e-Auction platform.

e) Under Transport Lead, Corporation, as per requirement, may require transportation to be done from any other location / Distribution centres / Bihar State Warehouse Corporation's Warehouse and PEG Godowns at agreed rates. The reverse of this may happen i.e. from one warehouse of the Corporation to other locations/centers and it will be binding on Bidder / Tenderer. Bidders / Tenderers are requested to have detailed study of the Tender Document before quoting their competitive bid for Transport & Handling Work. Price Bids shall be submitted on e-Auction platform of NCDEX e Markets Limited by the registered tenderers.
f) This Proposition cum Tender Invitation, Tender instructions cum guidelines, contract's terms & conditions, tender documents and all pages and annexures attached to it are integral part of the Tender document and all bidders are bound to be committed to it.

g) Applicant /Bidders are also requested to put their seal & signature at prescribed places on each page of tender document. Duly filled up application form and tender document for registration will be accepted within declared date and time and to be uploaded on link provided on NeML's website https://memberdocs.neml.in. All the Technical bids accepted will be evaluated on scheduled date and time.

h) PEG Owners and Warehouse Service Providers who are providing servicing to Jharkhand State Food & Civil Supplies Corporation Limited in different districts are not allowed to participate in Transport Tender.

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Instruction to Tenderers

1. Definitions

1.1. **Tender**: Tender means and include Tender invitation, Tender directions, Annexures of the Tender, Acceptance of the Tender and all such general and special terms.

1.2. **Corporation** / "Jharkhand State Food & Civil Services Corporation Ltd/JSF&CSCCL" wherever has means Company established under section 1956 as Jharkhand State Food & Civil Services Corporation Ltd.

1.3. **Managing Director** refers to Managing Director or Chairman cum Managing Director, under whose administrative area tender for Transportation & handling has been done. It will also include Officials authorised by Managing Director.

1.4. **Transportation & Handling Agency/Contractor/Transport Agency/Transport Agent** means that person or those persons / firm or company with which Corporation has tendered for Transportation & Handling activity and it will also include their successor, executor, administrator and officials permitted by them.

1.5. **Godown or warehouse** word means Corporation related FCI’s godown or any other godown under their occupancy or railheads. It will also include State Warehousing Corporation / Central Warehousing Corporation / Godown in Mandi / JSF&CSCCL’s godown or rented godown as may be prescribed by JSF&CSCCL from time to time.

1.6. **Services** shall mean the services as are required by the Corporation to be provided by the applicant 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 or any other official at other godowns.

1.7. **Heavy Carriage Vehicle** would mean Machine run vehicle (truck) which has been registered as heavy vehicle under Motor Vehicle Act and being used for transportation of food items. Food items would mean Food grains, Paddy, Sugar, Salt, Pulses, Oilseeds, empty jute bags / bales etc.

1.8. **District Manager** means District Manager working at district level in JSF&CSCCL and under whose administrative area does FCI godown / JSF&CSCCL’s godown/ Base depot / Railheads / Warehousing godowns and other godowns are present and for whose activities Transport agent has been appointed.

1.9. **Lowest Bidder** shall mean the Bidder whose Evaluated Price is the lowest.
1.10. "Parties" shall mean the Corporation and the Service Provider referred to jointly.

1.11. "Price Bid" shall mean the schedule of prices submitted by the Tenderer as described in clause 24.

1.12. "Lot" shall mean the district or sub-division put for e-Auction where services of transport and handling are required. This will comprise of details on estimated quantities and distance slabs.

1.13. "Leads" shall mean the distance wise slabs in Kilometers in respect of each Lot for which bids are solicited on e-Auction platform of NeML by the tenderers for providing transport and handling services.

1.14. "Selected Bidder" shall mean the Lowest Bidder or any other Bidder who has been notified by the JSF&CSCL, as such.

2. **Points of special importance in Tender document of Transport & Handling**

2.1. Out of the many rates (Bids) received for the Tender on e-Auction Platform, the lowest valid bid would be considered for evaluation. After the evaluation, if the rates are not found to be competitive, then re-Auction will be conducted.

2.2. Keeping in view, expected increase in business of the corporation, Transport Agency / Bidder, should quote rates for all the leads displayed in Annexure:1, irrespective of whether currently transportation activity is going on in those leads or not.

2.3. Bidder should attach all the required documents with Tender application compulsorily, failing which document will not be accepted.

2.4. Transport & Handling Contractors engaged in Door-Step Delivery Services, PEG Owners & Warehouse Service Providers will not be allowed to participate in Bidding process of a district if they are already providing services in that district of the state.

2.5. Bidder should upload "Bidder Introduction & Brief Description" duly filled along with photograph attached with the Tender Application form compulsorily. Each description should be as per the required description.

In light of the above, it is requested to kindly go through all related annexures and documents, in detail, participate in competitive bidding process and be a partner in large, mass beneficial commercial activity of the Corporation.

Managing Director

Jharkhand State Food & Civil Supplies Corporation Limited
Ranchi, JHARKHAND
Services sought through this Tender

3. Transportation & Handling Services

3.1. Transportation & Handling Services shall mean Transportation & Handling of Food grains / Paddy / Sugar / Pulses / Oilseeds / Edible Oil / Empty Jute Bags / Bales etc. from Godowns/Railheads of Food Corporation of India (FCI) & Jharkhand State Food & Civil Supplies Corporation Ltd. (JSF&CSCL) to godowns of JSF&CSCL located in different districts of Jharkhand through Roadways for a period up to 31st March, 2022, including

3.1.1. Making available the number and required type of vehicles (with GPS installed) at the premises of the Depot / Godowns / Railheads so that the transportation of the monthly allotted quantity to be lifted in that particular month should be completed within 12 working days of the month. Selected Transporter should have either the Ownership OR Lease agreement of 24 months with other vehicle owner, of the required number of vehicles to be deployed and he will furnish the details of Vehicles prior to start of the Transport work.

3.1.2. All the Vehicles meant for Transportation & Handling Services of Food grains under this tender should have GPS installed in it prior to commencement of the services. The GPS devices would be installed by the Service providers at their expenses. Under no circumstances, the expense borne by the service provider towards purchase, installation and maintenance of GPS device during the period of contract would be reimbursed by JSF&CSCL. Features of GPS device to be installed has been mentioned in Annexure: 12. Access rights of GPS devices installed in Trucks for monitoring purpose should be provided to Department of Food, Civil Supplies and Consumer Affairs, District Manager, JSFC and JSFC Headquarter.

3.1.3. Selected Transporter has to ensure the availability of minimum 10 Trucks per district (Minimum Carrying Capacity of 9 MT) required for Transportation in the allotted district so that the Transportation work should be smoothly completed within 12 working days of the month.

3.1.4. Loading of Bags / Bales from the Depot / Godowns / Railheads to the vehicle. The term Loading means lifting the bags from stack, bringing it to weighing machine, weighing it properly, sewing the bags if required and loading it in the vehicle, stacking or lifting the bags from stack and loading it in the vehicle and stacking and weighing the vehicle on weigh-bridge.

3.1.5. Transferring stocks from the Depot / Godowns / Railheads of FCI to Godowns of JSF&CSCL as indicated by the Corporation;
3.1.6. Unloading Bags / Bales from the vehicle and stacking them at the Godowns as per the instructions of the Corporation. Unloading means offloading the bags from vehicle at destination point, sewn in the bags if required, taking it to the weighing machine, weighing it exactly, taking the bags from weighing machine to stacks and arranging the bags properly on the stacks, weighing the vehicle on weigh-bridge and stacking the bags properly in the godown.

3.1.7. Segregating torn and damaged bags and stacking them separately as instructed. For the stocks scattered during loading / unloading, Transport agent will be responsible for cleaning and proper upkeep without any hassles and collection of the stocks back into the godown. In case if done by Corporation, the expense incurred for the same will be reimbursed through deductions from the bill amount of transport agency.

3.1.8. Such other related activities as may be required from time to time as may be agreed to by the Parties.

Scope of Transport & Handling Services to be provided

4. Data on the Volume Transported

4.1. Expected Quantum of food grains mentioned is on the basis of volume of food grains transported in past years and there could be changes in the expected quantum in future. Those leads of which there is no mention of expected quantum of transport, for them also transportation work could be required to be done in future, hence Bidders should submit competitive bids for these leads.

4.2. Logical Modification / Changes could be done in the quantities to be transported and handling as per the requirement, which would be acceptable and binding on the contracted transport agency.

4.3. No guarantee is being given for a fixed amount of work during period of the Tender. Transport agent will be intimated regarding tentative volume of work through related District Manager's Office but the actual amount of work may increase or decrease. Whenever Transportation need to be done, as far as possible Transport Agent will have to get it done. If work plan gets cancelled or amount of work gets reduced or increased, the transport agent will not have any claim against Corporation.

4.4. Just mentioning the name of work item in tender document does not guarantee the right to transport agent to claim for that and it does not mean that entire list of work to be allocated compulsorily to them.

5. Stocks to be Transported & Handled

5.1. Food grains / Paddy / Sugar / Pulses / Oilseeds / Edible Oil / Empty Jute Bags / Bales etc. from Godowns/Railheads of Food Corporation of India (FCI) & Jharkhand State
Tender Ref No:

Food & Civil Supplies Corporation Ltd. (FSCSCL) to godowns of JSF & CSCL located in different districts of Jharkhand through Roadways.

5.2. Under Transport Lead, Corporation, as per requirement, may require transportation to be done from any other location / Distribution centres / Bihar State Warehouse Corporation's Warehouse and PEG Godowns at agreed rates. The reverse of this may happen i.e. from Corporation warehouse to other locations/centre and it will be binding on Bidder / Tenderer.

5.3. Keeping in view the chances of expected increase in business of the Corporation, Transportation Agency should submit Rates for all the leads of requested Tender.

6. Godowns where Transportation & Handling work to be done:

6.1. Transportation Services shall be provided to godowns of JSF & CSCL located in different districts of Jharkhand through Roadways.

6.2. Distance between FCI and SFC Godowns which will be considered for Transportation work will be as notified by the Deputy Commissioner of the respective district.

6.3. The Corporation may, considering exigencies of circumstances, omit one or more Warehouses where such Transportation services are not to be provided. Any such decision of the Corporation shall be binding on the Transport Agency.

6.4. The Corporation may include additional Warehouses where Transportation 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.

6.5. Payment to the transporter will be done on the basis of distance from the FCI godowns / base depot to godowns of JSF & CSCL. Average approximate distance and Expected quantity in quintals has been mentioned in Annexure 1.

6.6. The contractor will be bound to transport the stocks from outside Jharkhand / to places within Jharkhand / other distribution centers at agreed rate as per the distance, in addition to that from Base depot to concerned godowns of JSF & CSCL.

6.7. In such situations, distance will be defined by Public Works Department / Indian Survey Department or certificate issued on the basis of minimum distance by any official authorized by Managing Director or District Manager and the same will be binding on the bidder / contractor.

6.8. Those districts in which Transportation rate has not been approved but transportation needs to be done, in such cases, approved rate of the Transportation Agent of the nearest / adjoining district would be applicable for the contracted transport agency of that area.
6.9 Districts in which there will not be any bidder or L-1 rate does not get approved, in all such cases, T&H Agent of the adjoining district will be asked to work at L-1 rate of that district and it will be binding on T&H Contractor of that district.

6.10 Transport Agency is bound to transport, and handle stocks stored in new godowns / new warehouses in districts mentioned in Tender document.

6.11 Corporation will have the right to ask from among the list of leads to any place / centre / godown or at some locations where District Manager / Corporation’s authorized official specifies, transport agency will have to transport required quantity of Food grains, Paddy, Sugar, Empty gunny bags/bales etc. within time frame irrespective of the revenue district of the area.

6.12 Corporation also has the right to include/exclude/change a depot from its linked centre within the contract period for administrative or commercial or for any suitable reason which it deems fit. Any leniency in this regard on Rate, Distance or any other factor affecting it will be at the discretion of Managing Director. Corporation is free to arrange for transportation at the minimum rate, even if that godown is closer to other FCI godowns in terms of distance.

7. Personnel Liability:

7.1. For loading, unloading, porterage & stacking work, loaders, unloaders, porters and stackers should be available in sufficient numbers and the responsibility for arranging the same would be with transport agency. On requirement, transporter will have to unload the food grains, sugar and other items directly from racks to Trucks and then will have to transport it to specified godowns, for which they will have to make necessary on time arrangement.

7.2. It will be the responsibility of Transport agent to have required effective license prescribed under respective Labour Laws. It will be the responsibility of Agent to comply with Minimum Wages Rate and other labour rules and acts of Labour Department, Govt. of Jharkhand. For transportation & handling work, the minimum wages rate would be same as what has been determined as Minimum wages by Labour Department and the responsibility of the payment for the same would be with Transport Agent. If as a result of any amendment by Govt. or for any other reason there is change in these rates, there will not be any subsequent increase in accepted rates.

7.3. Under all the applicable Labour Laws, Transport Agent will conform and comply with all necessary records, required forms and description and present it to related officials.
failing which transport agent will be answerable to all the responsibilities emerging out of it.

7.4. Under the mentioned Labour acts, it will be responsibility of Transport Agent to arrange for lawfully required facilities, benefits and arrangements for the employed labourers and workers. Deposit of employer’s portion of the Employee Provident Fund scheme will be responsibility of Transport agent. Corporation will not have any responsibility related to it.

7.5. On arrival of Sugar through Railway racks, it will be binding on transport agent to transport the sugar from railway station from racks directly to the centres as per the instructions of District Manager and in accordance with the set procedure. Paddy procured by Corporation will have to be transported from Corporation’s godown or Purchase centres to concerned Rice mills through Transport agency and also transport of Custom Milled Rice from Rice Mills to related godowns of FCI. In case, transportation work does not happen because of failure / inability of Transport agency, suitable penalty of Rs.1 will be imposed on the defaulted quantity by Head Office on proposal of District Manager and it should be paid by Transport Agency.

7.6. Transport Agency will be responsible for any accident/mishaps during transportation. Under Labour Indemnity Act 1923 and Employees Provident Fund Act 1952, and subsequent amendments to Act thereon, responsibility for all the payments will be with Transport Agency. All the provisions related to Employees / Workers Provident Fund will be binding on the transport agency and the Transport Agency shall be ensuring compliance with all the applicable Labour Laws. Adherence to legal provisions related to said acts or workers / labourers will not be responsibility of the Corporation.

7.7. Due to any act of Transport agency, if Corporation becomes answerable or has to bear any charges/expenses, then that amount will be deducted from the EMD, SD or bills pending for payment.

7.8. Recovery of all the losses incurred due to damage, delay or disturbances by Labourers / workers appointed by Transport agency, will be done from the Transport Agency.

7.9. During Transport work, if any amount has been paid for Parking of the vehicle, tying the rope, route directions guide, then payment under all such heads or if anything gets paid during transport at toll gates / bridges or other overhead fees will have to be borne by the transport agency and Corporation will not pay any such expenses.

7.10. Any Tax / Liability / Overloads made functional by State Govt or Central Govt if becomes applicable would be responsibility of Transport Agent for payment. In case of non-payment by Transport agent, the same amount would be deducted from the bills and payment would be done.

8. Conditions of providing Transport Services
8.1. Transportation work of the Corporation is non-transferable. Bidder to whom the work has been approved, will have to complete it in his name. Transport Agency cannot sublease the transport work to other transport agency. If subleasing would be proved, the tender would be cancelled, and EMD / Security Deposit would be forfeited in the benefit of Corporation.

8.2. If the Tenderer is a Partnership Firm or Consortium, there shall not be any re-constitution of the partnership/Consortium without the prior consent of the Corporation till the satisfactory completion of the Contract.

8.3. Applicant should be well aware of the conditions of the road, local situations and distance between FCI Godowns/Base depot / Railhead / Warehouses of JSF&CSCL and their warehousing godowns related to FCI godowns or from JSF&CSCL godowns in different blocks to related Railheads. Post acceptance of Rate Bid, no changes shall be made on the basis of these factors.

8.4. The frequency of transportation, the number of Bags/Bales to be transported, the Godowns / Warehouses to which the Bags/Bales have to be transported, the time within which transportation shall be completed and other details may be as decided by the Corporation from time to time.

8.5. Ordinarily, the Corporation shall give an advance notice of 24 hours to the Service Provider, conveying the details. The Service Provider may note that exigencies of circumstances may lead to a shorter notice and under no circumstances shall there be a default in providing Transportation Services as requisitioned.

8.6. The Service Provider should be in a position to deploy adequate number of vehicles for Transporting stocks of Food grains/ Paddy / Sugar/ Pulses/ Oilseeds/ Edible Oil as directed by the District Manager or Corporation. Particulars of Vehicles deployed by the Service Provider (like Vehicle Registration Number, etc.) shall be declared beforehand to the Corporation and vehicles should have GPS installed in it. It is the responsibility of Service Provider to have GPS installed in all his vehicles deployed for Transportation and Handling activities. Vehicles not declared as aforesaid shall not be deployed for transportation. Due to any unforeseen reason if the vehicle deployed is not declared prior to deployment, same shall be promptly intimated to District Manager or Corporation on the date of deployment in writing/by e-Mail.

8.7. The vehicles deployed shall be for the exclusive use for transporting Food grains / Paddy / Sugar / Pulses / Oilseeds / Edible Oil / Empty Jute Bags / Bales etc. and shall not be used by the Service Provider for any other purpose.
8.8. Breakdown of the vehicles or any disruption other than those caused by natural calamities shall not be an event of Force Majeure. The Service Provider shall make alternate arrangements at his own cost for delivery, within the time allowed for transportation.

8.9. Frequent delay in the delivery may lead to cancellation of the contract and the Service Provider shall not have any claim on the Corporation in this regard.

8.10. Normally, vehicles shall be deployed on all working days of the Corporation. However, the Corporation reserves its discretion to suspend transportation in one or all depots on a day or may require deploying of vehicles on a holiday. The Service Provider shall not be entitled for any compensation for the suspension ordered by the Corporation; nor would he be entitled for any extra payment for transportation on a holiday.

8.11. In the event of failure to deploy vehicles as required by the Corporation, the Service Provider shall be liable to pay the difference between the rate paid to any other transporter and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, which shall be 10% of the Service Charge payable to the Service Provider for the quantity transported by such other transporter and will be calculated on the price quoted by other transporter.

8.12. The Service Provider shall comply with such directions as may be issued by the Corporation for proper accounting of the stock damaged during transit.

8.13. Vehicles deployed for transportation shall be driven by drivers with adequate experience. The Service Provider shall maintain details of the drivers engaged by him on par with the Know Your Customer norms adopted by banks.

8.14. 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. The driver of the vehicle shall, on demand from authorities produce all documents as may be necessary. The Corporation shall not be responsible for any lapse by the Service Provider; who shall at all times keep the Corporation indemnified in this regard.

9. **Payment to Service Provider**

9.1. Bills for the Transportation work should be submitted on monthly basis by approved transport agency by 15th of immediate next month in prescribed form with required supporting documents (Bill, Receipt, Received Truck Challan, Weigh scale chart, E, R. Sheet, & Other documents, required / determined time to time) will have to be submitted. Delay in payment of incomplete bills will be responsibility of Transport Agency and District Manager will not be liable to Intimate Transport Agency regarding insufficiency of bill documents hence work cannot be stopped on this basis.
9.2. Ninety percent (90%) of the amount of Transport Bills will be paid after due verification within seven days of submission of bills by Transport agency. The payment of 90% will be done post all deductions and it will be kept in mind that recovery amount should not be greater than balance amount to pay. Payment of rest 10% will be done within 25 working days post all deductions after due verification. In the mentioned bills, if anything is incomplete or any formality is left as per the rule, then District Manager should intimate concerned Transport Agency within defined time.

9.3. Payment to the transport agency for transportation work from the mentioned godowns of JSF&CSCL, will be done on the basis of accepted rate and the distance as validated (as minimum distance) and certified by Sub Divisional Officer, Public Works Department, Indian Survey Department, any officer appointed by Managing Director or related District Manager on minimum basis. Transport Agency should understand it well that rates of all the leads has been convened and Annexure: 1 has the details of Average Approximate Distance & Expected Quantity (in Quintals) under each Lead, which is available for the convenience/knowledge of transport agency. Corporation will have the right to ask transport agency to transport directed amount of Food grains / sugar/paddy within time limit from godown in any place/ center/leads / link society within given leads to such specified place as mentioned by District Manager or Appointed Officer of the Corporation irrespective of that location is in any revenue district / region or any province of the state. If during tender / contract period, there is any amendment to be done in distance between godowns of FCI and JSF&CSCL as mentioned in Annexure: 1 of the Tender document, which is necessary due to tactical reasons, in this regard decision of Managing Director or Competent Authority will be final and binding.

9.4. If there are two routes for reaching a destination and distance to be travelled is different for both routes, then payment will be done on the basis of the route with lowest distance. If for any reason the minimum distance route has been blocked for transportation and transport agency has to take other optional route for transportation, permission for the same will have to be taken in advance from Corporations head office and determination of the distance through optional route will be done with reference to minimum distance route.

9.5. All local base depot/Railheads/Warehouse/Godowns which are within 8 kms from the boundaries of Municipality / Corporation / Special Development Authority, will be paid as per the agreed rate. In case of transfer / change of local godowns also, the payment will be on the basis of accepted rate which will be binding and acceptable to the transport agent.

9.6. In case of dissolution of duly formed Partnership firm under Partnership Act, payment to be done by Corporation will be on the basis of instructions of Competent Authority under the jurisdiction.

10. Duties & Responsibilities of Transport Agent
10.1. Transport Agent, by himself or through his appointed representative, will receive Transportation schedule (with location-wise quantity) from the District Manager for every week or for lesser duration. Execution Report (E.R.) of the Transport Activity needs to be submitted in prescribed format (attached in Annexure: 9) E.R. with every bill by Transport Agent. In this form (E.R.), such arrangement would be there, which will automatically count number of days of delayed transportation and record of Transport agency will automatically get generated. On this basis, suitable deductions will be done by District Manager for delayed transportation. In such exceptional situations, where there are chances of manual control, written rational request from transport agency with all facts and relevant proofs, should be forwarded through District Manager to headquarter along with reporting recommendations. On this final decision will be taken by Headquarter within one month of submission of report which will be acceptable and binding on transport agency. The decision of Managing Director will be final waiver of penalty in such exceptional circumstances.

10.2. Transport Agent will arrange for sufficient and good condition vehicle for the received transportation schedule and should ensure that daily trucks should be ready in the morning for their first trip to different Base depot / FCI Godowns / Railheads / JSF&CSCCL's godown / Warehouses as mentioned by District Manager. In special case, Transport Agent can be asked to arrange vehicle within short notice for transportation of food items / paddy/sugar/pulses/Oilseeds etc. and Transport agent will be bound to follow the request. There could be changes in the destination and volume to be transported, mentioned by District Manager and Transport agent will be bound to transport the required volume in heavy carriage vehicle. In case, required stocks will not be allotted in determined volume, for transportation, in such situation, no compensation will be given to Transporter.

10.3. In special circumstances, if FCI grants permission to JSF&CSCCL for lifting and delivery of stocks from platform / railway racks for the food grains received through railways, in such situation Transport Agent will be bound to lift the food grains from Railway Racks or Platforms. Contracted transport agent will also be bound to transport food grains such received to different centers from railway racks / stations /weigh bridge. Transportation from Railway station to local JSF&CSCCL's godown will be considered as local transport and payment will done as per the agreed rate. District Manager will have rights to deliver the food-grains received from railways, directly to other locations / warehouses / hospitals / Jail etc. against the release order. Any objection of transport agency will not be acceptable on this. In these types of activities, transport agency will have to accept the local weighing practice.

10.4. Transport agency will not be paid any compensation for vehicles kept on hold at Godown / Other Base depot/ Centres/ Warehouses / Fair Price Shops, unless it gets
proved that reason for holding the vehicle was uncommon and in all such cases acceptance of compensation and amount will be on Corporation and that will be final and binding.

10.5. Transport agency will be responsible for safety of stocks from point of loading in the vehicle till its offloading at the destination. They should 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 saved from damage due to sunlight / rain or adverse weather conditions. Food items / Sugar/ Paddy etc would be handovered and loaded in their trucks on the basis of weight and count of gunny bags hence any damage/ Loss/ theft would be borne by the transport agency. Food items/ Paddy/ Sugar etc in gunny bags would be weighted 100% at the time of loading or offloading from the trucks / vehicles. Handover of stocks of foodgrains/ paddy/ sugar in gunny bags would be done to Transport agent from FCI/ Central Warehousing Corporation/ State Warehousing Corporation godowns post weighing of the stocks on Beam Scale/ Weigh bridge or Platform balance and if handover of stocks has been done after weighing of food grains/ sugar etc on weighing table, that also will be considered as cent percent weighing. Representative of Transport Agency should be present at Base depot/ FCI/ JBF&CSCL depot/ Warehouse etc. at the time of weight check. Weighing would be done at dispatch point and destination point on weight bridge or beam scale whichever is the prevalent practice there. No relaxation would be given for difference in weight due to different weighing method. Recovery of stocks shortage would be done from bill payment of transport agency. As far as possible, weighing at dispatch point would be done on weigh bridge but at receiving point receiving of stocks could be done post weighing on regular balance or any other balance.

10.6. Post-handover of stocks, if there is any delay in transportation of stocks either due to vehicle breakdown or vehicle on hold by any other official due to non-compliance to any rule or act, then any loss or damage due to delay will be responsibility of Transport Agency. Responsibility for transport of stocks, loaded in vehicle ceased by officials, would be responsibility of Transport agency.

10.7. Transport agent will not load any other items in the vehicle loaded with Food items/ Paddy/ Sugar etc.

10.8. Transportation of Food grains/ Wheat/ Paddy/ Food items/ Sugar etc. by the transport agency should be done in 100, 75, 50, 35, 25 kg bags or standard pack bags in which they have been filled but payment will be on per quintal basis at agreed rate.

10.9. Transportation rate of Food items/ Paddy/ Sugar etc. will be on net weight basis.
10.10. No remuneration will be paid for weight of the gunny bags. Their remuneration will be considered to be included in net weight transportation rate of Food items/ paddy/ sugar etc.

10.11. Weight of the gunny bags of food items/ Paddy/ sugar etc. loaded or offloaded from heavy carriage vehicles at Godown/ Railhead/ Mandis/ Warehouses or at any other place will be cent per cent on the net basis. Transport agent or its representative should be present at time of weight verification.

10.12. If there is any reverse transport of stocks from supply godown / centre to Base Depot/ Warehouse centre/ related warehouse corporation/ FCI Godown, then payment will be done on the basis of agreed rate for transportation between concerned base depot / godown and related centre.

10.13. No change in agreed rate will be done by Corporation in lieu of change in the rates of Tax, Fuel or labour charges.

10.14. Payment will be done on the basis of accepted rate during tender period irrespective of the season of the year (Summer, Winter, Rainy).

10.15. Stocks should be delivered by Transport agency to the destination point within 2 days or within time specified by District manager. If there is delay in delivery of stocks at mentioned destination point without sufficient documentary proof, then penalty will be charged at the rate of Rs 1000 per truck or penalty at actual market rate will be recovered. If delivery of stocks would be delayed beyond maximum of 3 days then legal proceeding would be initiated as per the rule.

10.16. Transport Agency shall take adequate insurance policy to cover for transit risk and other related extensions as coverage under the insurance policy.

10.17. Transport agency will be bound to follow policy decision and rules issued as and when by Government /Corporation.

11. Revision in Rates agreed
   No change in the rates agreed to shall be allowed during the term of the Contract.

   Participation in the tender

12. Legal status of the Tenderers
   The legal status of the Tenderer shall be as per the qualification criteria for this tender. In case the Tenderer is a consortium of individuals, then the signatory to the tender documents shall be deemed to be the Tenderer for the purposes of this tender.

13. Tenderers not to be ineligible
13.1. 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.

13.2. A Tenderer shall affirm its eligibility to participate in the tender. The affirmation shall be as per Annexure 3 and shall be duly signed by the person submitting the tender.

**Tender documents**

14. **Clarification regarding tender documents**

14.1. Tenderers requiring any clarification regarding 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 or the same will be published on the official website of the Corporation.

15. **Amendments to tender documents**

15.1. At any time prior to the deadline for submission of tenders, 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 eight days after the pre-bid meeting.

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

16. **Pre-bid meeting of Tenderers**

16.1. A pre-bid meeting of Tenderers would be held at the notified venue, date and time as displayed on website of the corporation.

16.2. 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.

17. **Eligibility Criteria for Tenderers:**

17.1. The Tenderer may be a sole proprietorship/partnership firm or a consortium of sole proprietorships/partnership firms (not exceeding two sole proprietorships/partnership firms) or a company registered under the Companies Act, 1956 or Companies Act, 2013.
17.2. In case of Partnership firm, only the experience of the firm will be reckoned and for that purpose experience of individual partners will not be counted.

17.3. The average annual turnover of the Tenderer for the last three financial years namely 2016-17, 2017-18 and 2018-19 shall be –

Rs. 1.5 Crore due to Transportation of Food Grains of any Central or State Government agency/Public Sector Undertaking/State Food Corporation / Food Corporation of India (FCI) or any private entity in case the Tenderer is exclusively carrying on the business of Transportation of Food grains.

Or

In case transportation of Food grains is one of the businesses of the Tenderer, at least Rs 1.5 Crore of the turnover shall be due to transportation of Food Grains of any Central or State Government agency/Public Sector Undertaking/State Food Corporation / Food Corporation of India (FCI) or any private entity.

17.4. In case of a consortium of individuals, the cumulative turnover of the consortium partners for the above period shall be taken.

17.5. During the evaluation process, Bids, even though lowest, shall be rejected if, turnover criteria is not fulfilled by the tenderer. The allocation of Lots shall be in the order of L1 price followed by time of conclusion of e-Auction for that particular Lot. The earliest Lot qualified as L1 gets priority while allocation and subsequent allocation of Lots follows based on price and time order, subject to turnover eligibility criteria.

17.6. The Corporation shall have the right to decide on scheduling re-auctions in case of those Lots where bids are not competitive or bids rejected in respect of those Lots where certain eligibility criteria is not met by the tenderers.

17.7. For each district, the applicant should have atleast 10 owned Trucks in his/her name/name of the company till the last date of Document Submission/Upload. The carriage capacity of each truck should be 9 MT or Above. The details of trucks owned irrespective of their current location as per tender condition can be submitted but it would be mandatory to deploy all such trucks in the designated area/district of Jharkhand in case the applicant becomes L1, failing such deployment within specified time, SD will be forfeited.
Tender Ref No-

17.8. The Applicant should not be a

17.8.1 Transport & Handling Contractor of Door-Step Delivery in the same district of Jharkhand for which he is applying through this tender for 2020-22

17.8.2 PEG Owner in the same district of Jharkhand for which he is applying through this tender for 2020-22

17.8.3 Warehouse Management Services / Warehouse Service Provider in the same district of Jharkhand for which he is applying through this tender for 2020-22.

17.9. Startup India- In light of the clause No. 2.4.2 (a) of Financial Incentives, Startup Policy 2016, Government of Jharkhand, No waiver can be given in terms of Turnover and Experience Criteria to the Local startups who are registered or incorporated in Jharkhand as the Total tender value is more than 180 Crores for FY 2020-22. In light of the Clause No. 2.4.2 (b) Financial Incentives, if all the other Eligibility criteria mentioned in the Tender document is fulfilled by the Entity, the Local startups will be exempted from EMD (Earnest Money Deposit) submission in the tendering process.

18. Registration process with NCDEX e Markets Limited for participating in e-Auction:

Photocopies of following documents, duly signed and attested should be compulsorily uploaded on the link provided on the website of NeML (https://memberdocs.neml.in) as part of registration with NCDEX e Markets Limited for participating in e-Auction:

18.1. Copy of Certificate of registration under GST

18.2. In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or bye-law or memorandum as the case may be. In case of Co-operative / corporate body copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.

18.3. The address proof of the authorized signatory viz., Telephone bill/copy of passport / electricity bill/ voter ID proof/Aadhar should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.

18.4. Bank account details of firm along with a photocopy of the latest Bank Statement/Passbook.

18.5. The requisite documents to be uploaded on https://memberdocs.neml.in during application process for enrolling as participant on NeML e-Auction Platform. The format of application is furnished vide Annexure-7. The applicant has to submit Declaration on Rs 100/- non-judicial stamp paper as per the format vide Annexure-8.

18.6. The applicants have to deposit a onetime non-refundable registration fee of Rs.5,000/- and 18% GST on fee (Total registration fee including GST is Rs. 5900) along with the
documents. The registration fee can be directly transferred to the NeML bank account given below.

NCDEX e Markets Ltd Bank Account Details

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Bank Account Name</th>
<th>Account Number</th>
<th>IFSC Code</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDFC Bank</td>
<td>NCDEX e Markets Ltd.</td>
<td>00930690013050</td>
<td>HDFC000060</td>
<td>Fort, Mumbai</td>
</tr>
<tr>
<td>Axis Bank</td>
<td>NCDEX e Markets Ltd.</td>
<td>00401020217620</td>
<td>UTIB000004</td>
<td>Fort, Mumbai</td>
</tr>
<tr>
<td>SBI</td>
<td>NCDEX e Markets Ltd.</td>
<td>30750958792</td>
<td>SBIN0011777</td>
<td>Fort, Mumbai</td>
</tr>
</tbody>
</table>

18.7. The application for registration with relevant Annexure can be downloaded from NCDEX e-market Ltd website www.neml.in. Requests for forwarding applications through post / couriers will not be entertained.

18.8. The interested applicants may also visit web site www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers (022)48810500.

18.9. The completed applications along with relevant Documents and Fee/ Registration charges shall be uploaded on the link provided on NeML website https://memberdocs.neml.in before the last date and time of Document submission in the required format.

18.10. NCDEX e Markets Limited after scrutiny of application for registration will enrol the applicants on the platform subject to eligibility criteria as detailed in this tender document and subject to qualifying in Technical bid evaluation. Those applicants who qualify will be allotted with member ID and password by NeML. NeML reserves the right to accept or reject or keep applications pending for want of additional documents/incomplete applications/failure on the part of applicant to furnish documents as may be required etc. Such applicants will be intimated about the status of acceptance or rejection or pending on periodic basis. Those who fulfil all the eligibility criteria will be registered as members.

18.11. The registered applicants who are qualified in Technical Bid evaluation (hereinafter called as Transport and Handling Contractors) with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.

19. Documents to be uploaded along with Technical Bid

Photocopies of following documents, duly signed and attested by notary should be compulsorily uploaded on the link provided on the website of NeML https://memberdocs.neml.in as part of technical bid and for registration with NCDEX e Markets Limited for participating in e-Auction:

19.1. Non-refundable Tender Fee of Rs 10000/- (Rs Ten thousand only) to be deposited in settlement A/C of NCDEX e Markets Limited. The Tender fee can be directly transferred.
Tender Ref No-

to NeML Bank Account given Below. Further NeML will submit the Tender Fee in the form of Demand Draft to the Corporation.

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<td>NCDEX e Markets Ltd</td>
<td>30760958752</td>
<td>SBIN0011777</td>
<td>Fort, Mumbai</td>
</tr>
</tbody>
</table>

19.2. If Application / Bid participation is in the name of a firm, then Photocopy of Registration Certificate of the firm, Registered Partnership Deed in case of Partnership Firm & Registered Memorandum & Article of Association in case of a Company. In case of Consortium, as per Annexure 13.

19.3. Self attested copy of Aadhar Card of Proprietor (in case of Proprietorship Firm), in case of Partnership Firm / Cooperative / Company, Self Attested Copy of Aadhar card to be submitted of the person to whom Power of Attorney has been given.


19.5. Power of Attorney as per format in Annexure: 4 in case the Tenderer is a company.

19.6. Labour License in favor of Bidder / Applicant issued by Competent Authority. Could be submitted at the time of signing the Agreement against the Work Order received.

19.7. Attested copy of Registration at Employee’s Provident Fund’s Office.

19.8. Certificate from the practicing Chartered Accountant in regard of Average Annual Turnover of Rs. 1.5 Crore in FY 2016-17, 2017-18 & 2018-19 from Transportation of Food Grains having clearly mentioned as follows-

a) Total Turnover of the Entity in FY 2016-17, 2017-18 & 2018-19
b) Nature of business of the Entity
c) Turnover from Transportation of Food Grains in FY 2016-17, 2017-18 & 2018-19
d) Percentage of Turnover from Transportation of Food Grains from Private Entity and Government organizations in terms of % and Rupees.

Also, Audit Report/CARO i.e. Form 3CA/3CB, 3CD mandatorily required and copy of Form 26AS duly certified by Chartered Accountant should be submitted/uploaded.

The Chartered Accountant should mandatorily mention the UDIN, Membership Number, Firm Registration Number on the duly attested certificate for all the above. Further, the Corporation will take written confirmation from the Chartered Accountant that the certificate has been signed by him.

[Signature]
19.9. Character Certificate issued within last six months by Superintendent of Police/ Sub-Divisional Officer (SDO).

19.10. Residential Certificate issued by Sub Divisional Officer (SDO) or Above.

19.11. Any of the following document should be Uploaded-
   a) A description note of Fixed & Movable Asset issued by Sub-Divisional Officer, which should have value of more than Rupees Seventy Five lakhs and should be issued post publication of the tender to be considered valid."
   b) Bank Guarantee for a value of ₹75 Lakhs in favour of Jharkhand State Food and Civil Supplies Corporation Limited payable at "Ranchi".

19.12. Solvency Certificate / Financial Capability Certificate issued by Bank in last One year (which as per banking transaction should have turnover of more than Rs 2 Crore).


19.15. In addition to above, the Tenderer should submit a Letter of Affirmation (as per Annexure: 3) & General information of the Tenderer (As per Annexure: 2)

19.16. Applicant should submit following documents in regard to Ownership of Trucks-
   a) Vehicle Registration Certificate.
   b) Upto date tax paid for the vehicle and
   c) Insurance Papers of the owned vehicles.

19.17. All those Transport & Handling participants who have the average Turnover 1.5 Crores in FY 2016-17, 2017-18 & 2018-19 from Transportation of Food grains, satisfactory work performance report is to be submitted from the Payment Authority.


   (I) All those Transport and Handling Service contractors who have been registered under MSE for Transport and similar work in the State of Jharkhand will be eligible to get the benefits provided they must fulfill the Applicability clause (Clause No-3) mentioned in Jharkhand Procurement Policy 2014 and its amended version and the Eligibility criteria as mentioned in Tender Document except Annual Turnover and Work Experience.

   (II) The MSEs must also indicate the terminal validity date of their registration with MSE Jharkhand which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload a attested/self-certified copy of supporting documents which will
confirm their Eligibility as per all the Applicability Clauses of Jharkhand Procurement Policy 2014 and Eligibility clauses of Tender Document failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

(III) The benefits as mentioned in the Jharkhand Procurement Policy 2014 and the amended version, shall be available for goods/services produced and provided by MSMEs for which they are registered.

(IV) In case the MSE does not fulfill the criteria as mentioned in Clause 3 (Applicability) and the Eligibility Criteria as mentioned in Tender Document except Annual Turnover and Work Experience, such offers will not be considered for benefits detailed in MSE notification of Jharkhand Procurement Policy 2014 and any other notification issued thereafter.

(a) Bidder must upload scanned copies of required documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tempered/ altered/ manipulated during verification, the Tenderer will be liable for any loss suffered by the corporation and he /they himself/themselves would disqualification for future participation in the tenders of JSFC for the next 03 (three) consecutive tenders for the same.

(V) If after award of contract, MSE resile to accept the offer then corporation, along with taking other actions allowed under different clauses, will take-up with MSE Authorities for cancellation of their License.

Preparation of Tenders:

20. Language of the Tender:

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

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

20.3. 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.

21. Tender Currency

Prices shall be quoted in Indian Rupees only. Any tender with a quote in any other currency will be treated as non-responsive and rejected.

22. Period of Validity of Tender

25
22.1. Unless declared to the contrary, the Tender shall remain valid for a period of 120 days from the date of e-Auction and Corporation reserves the right to further extend for one month which will be binding on Bidder. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

22.2. Under exceptional circumstances, 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.

22.3. A Tenderer may, by a communication through writing or email accept the request for extension of period of bid validity. In such a case, the earnest money deposit provided shall also be suitably extended.

22.4. A Tenderer accepting the request for extension of period of validity would not be permitted to modify its tender.

22.5. A Tenderer may decline to extend the validity of the tender and in such case, its tender would not be evaluated.

22.6. The earnest money deposit of the Tenderer declining to extend the validity of the tender would not be liable for forfeiture.

23. Earnest Money Deposit EMD and Transaction Charges

23.1. All Registered Tenderers need to deposit 0.60% of the bid value as EMD with the NCDEX e Markets Ltd (NeML) settlement account allotted to members firm for participating in the e-auctions by way electronic fund transfer/RTGS.

23.2. No interest shall be payable for the EMD and transaction charges deposited with NCDEX e Markets Ltd (hereinafter called as NeML).

23.3. The successful bidders will be levied transaction charges of 0.5% (half percent) of the expected Transportation & Handling cost as quoted by the L-1 bidder and applicable GST (18%) on transaction charges which works out to 0.59% of the quoted Transportation & Handling Cost.

23.4. The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the respective Escrow Account of NeML and transaction charges. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder. Therefore, the bidders who wish to bid for more than one district or sub-division for providing Transport and Handling Services, should have sufficient EMD amount on NCDEX e Markets Settlement account and transaction charges.

23.5. Only the EMD (0.60%) of the Lowest bidder (L1) and next lowest bidder (L2) would be finally blocked by NeML. EMD and transaction charges of the unsuccessful Bidder(s), which includes
23.5.1. Whose FINANCIAL bid(s) are NOT ACCEPTED due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CSTRacker Module latest by one day from the day of close of E-Auction. No interest will be paid on EMD.

23.6. The Earnest Money Deposit of the Selected Tenderer (L1) will be discharged after deducting NeML’s Transaction Charge of 0.5% and applicable GST (18%) upon deposition of Security Deposit and successful signing of the agreement. The Earnest Money Deposit of the second lowest tenderer (L2), if partial contract is awarded as per Clause 44, will be discharged upon completion of the contract. If no such option is exercised for a specified Lot, as per Clause 44, then the Earnest Money Deposit of 0.50% will be refunded by NeML on the withdrawal request made by the bidder through CSTRacker Module latest by one day from the day of close of E-Auction. No interest will be paid on EMD.

23.7. The earnest money deposit may be forfeited, if the Tenderer Withdraws its tender before 120 days.

23.8. The earnest money deposit may be forfeited / ceased in the benefit of the Corporation as per the process and contract of the Corporation without having any adverse impact on its right & recourse in case the Selected Tenderer fails to:

23.8.1. Furnish Security Deposit in accordance with this tender document within the specified time; or

23.8.2. Sign the Contract as required in this tender document within 7 days of being declared and approved by Corporation as L-1.

23.9. The transaction charges will be levied to successful bidder by NCDEX e Markets Limited shall not be refunded in case tenderer fails to adhere to Clause 23.8.

24. Price Bid

24.1. Bidder should quote their rates on E-Auctioning platform of NeML.

24.2. For transportation of Food grains / Paddy / Sugar / Pulses / Oilseeds / Empty gunny bags / Bales, RATES PER QUINTAL PER KILOMETRE should be the basis for bidding on e-Auction platform for Transport & Handling work. Work here means transportation of Food grains / Paddy / Sugar / Pulses / Oilseeds / Empty gunny bags / bales from Railheads or FCI Godowns / Base depot / Local APMC etc. to Owned / Rented or any local godown or godown used as storage agency by JSF&CSCl. Transport contractor will be bound to transport anything other than food grains at the accepted rate.

24.3. Lowest Rate Bid by L1, if not found to be workable rate, in such situation Bid will be rejected and re-Auction will be done.

24.4. All Rate bids should be all inclusive (Loading / unloading / any other expense). Corporation will not pay anything over and above the agreed rate. Transport agent will be responsible to make adequate arrangement for labourers at FCI Godowns / Base depot / Godowns / Railway
stations etc. For the stocks scattered during loading / unloading, Transport agent will be responsible for cleaning and proper upkeep without any hassles and collection of the stocks back into the godown, otherwise if Corporation will have to do it, the expense incurred for the same will be reimbursed through deductions from the bill amount of transport agency.

24.5. Rate bid will be considered for the Net Weight of the goods to be transported. Neither weight of Gunnybags, Carton boxes or Tins would be included in it nor any payment would be done for this. No transport expenses would be paid for return journey or point of loading / unloading or distance travelled to/from weighbridge.

24.6. Bidder should make note that rates submitted on e-Auction platform will include for all the activities required for transport and handling and Insurance. Corporation will deduct income tax, other taxes/levy as applicable from the payment against the transportation bills and same will be paid through challan to concerned department.

24.7. Keeping in view the chances of expected increase in business of the Corporation, Transportation Agency should submit Rates for all the leads of requested Tender.

24.8. Rates will be valid for 120 days post conclusion of the E-Auctioning date and Corporation reserves the right to further extend by one month, which will be binding on Bidder.


25.1. NCDEX e Markets Ltd. (NeML) will schedule the e-Auction for Transportation & Handling for the period 2020-2022 for Four (4) districts of Jharkhand State. The schedule of e-Auction will be on periodic basis and depending on the frequency as may be decided by Managing Director for the specified block year. The Details of district wise auction (hereinafter called as Lots) and timings will be published on the website of NeML and JF&CSCL. The e-Auction in respect of each district will be distinct and Lot wise e-Auctions are scheduled accordingly.

25.2. The e-Auction calendar will be published on the website of NeML (http://www.neml.in/circulars.html) and website of Department of Food, Public Distribution & Consumer Affairs (DFPD&CA) at http://jharkhand.gov.in/. Any changes to date and timing of e-Auction will be published on the web site http://www.neml.in/circulars.html & http://jharkhand.gov.in/.

25.3. Only technically qualified tenderer registered with NCDEX e Markets Limited will be eligible to participate in the e-Auction. The tenderer shall take adequate care and are solely responsible to obtain details of the schedule of e-Auction through the website http://www.neml.in/circulars.html or http://jharkhand.gov.in/in their own interest, rather than depending on other mode of information sources.

25.4. Price bid for providing Transportation & Handling Services shall be quoted in Indian rupees per quintal per kilometer basis. The rate shall be quoted for all the leads in a district. Failure to
quote for all the leads in respect of a Lot would result in rejection of bid by the online electronic platform. Kindly refer Annexure 1 for details of Average approximate Distance & Expected Quantity (in Quintals) to be Transported and Handled under each Lead.

25.5. The system computes total transport cost for each Lot based on bid rate for each Lead. The weights for each lead are product of quantity in quintals and distance in KMs (Weight=Quantity in quintals X Distance in KMs for that slab). The total transport cost is computed taking into account weighted transport cost of each Lead and sum of cost for all Leads for the auctioned Lot.

Computation of Total transport cost for a Lot:

Total Transport cost for a Lot = (quantity for slab-1*distance for slab-1*Bid Rate for slab-1) + (quantity for slab-2*distance for slab-2*Bid Rate for slab-2) + (quantity for slab-3*distance for slab-3*Bid Rate slab rate-3) + (quantity for slab-4*distance for slab-4*Bid Rate for slab-4) + .......).

25.6. The details of district wise expected quantity in respect of each Lot are available for submission of bid rates. The bidding process for each Lot is subject to following conditions for determination of lowest total transport cost on the electronic auction platform.

25.6.1. The bidder should submit rate bid for all the slabs in Leads of a particular Lot. In case if bidder skips quoting for any slab, Bid will be rejected by the electronic auction system.

25.6.2. The bidder can modify his bid rate for each of the slab in a Lead for a particular Lot put for e-Auction, as many number of times as possible till the closing time of e-Auction subject to overall reduction in total transport cost computed by the system as per Clause 25.5.

25.6.3. Auction platform will not allow the bidder to modify his bid once submitted to increase the total transport cost for Lot put for auction. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails.

25.6.4. The Corporation shall fix the ceiling bid rate (Rupees per quintal per Kilometre) for each Lot and generally the basis for fixing such ceiling bid rate is average cost of transportation for respective Lots for the previous year which are approved tendered rates by the Corporation. The bid rates above ceiling bid rates will be rejected. For the rejected Lots reauction will be conducted.

25.6.5. The Corporation will evaluate the bid rates which are below the ceiling price and based on competitiveness of bid rates may approve or reject the rates for respective Lots.
25.6.6. The Managing Director of the Corporation has the sole right to fix, modify the ceiling bid rates depending on the outcome of auction/re-auction, as the case may be.

25.6.7. In case of two or more bidders emerge as lowest with identical total transport cost after conclusion of e-Auction, bidder who put in his bid first on e-auction platform gets priority and considered as lowest.

25.6.8. The bids submitted after the closing time of e-Auction will be rejected by the system.

25.6.9. The minimum Bid rate Tick size is One paise per quintal.

25.7. Price bid for providing Transport Services shall be quoted only on the NeML e-Auction platform (https://transport.neml.in). Tenderers whose technical bid has been accepted shall be provided with the login credentials to submit price bid in the e-Auction platform.

25.8. Tenderers shall quote the rate for providing Transportation & Handling Services inclusive of duties and other statutory levies payable by them AND inclusive of Goods and Services Tax (GST) and Other Taxes as applicable.

25.9. Any bid placed using the bidder’s username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NCDEX e Markets Ltd (NeML), inter-alia, for the purpose of the E-Auction, the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same. Further it is strongly recommended that the user should change the password after receiving the login credential from NeML to prevent any potential misuse.

25.10. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer.

25.11. JSF&CSCL and NCDEX E Markets Ltd 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 NCDEX E markets / online Platform https://transport.neml.in. In case of any technical problems at NCDEX E Markets Server, the e-auctions for Tender are not conducted as scheduled, then such e-Auction will be rescheduled on alternative time/day, the details of such time/date/s will be notified in the website of NCDEX E Markets Http://www.neml.in/circulars.html for the information of bidders.
25.12. Any Direct/ indirect tax liability arising due to contract will be borne by the Transporter.

26. Signing of the Tender

26.1. Person/s signing on the tender application form should mention it as in which capacity they are signing, means, Sole Proprietor or Secretary / Manager / Administrator of a limited company. In case of Partnership firm, names of all the partners should be mentioned with their signature and the signature of their Chief Executive on the application form. An original or attested photocopy of duly prepared Main Title of the company should be attached with the application form. In case of Limited company, the name of the Administrator should be mentioned and it should be certified that person signing on the Tender form has been authorized by the company to do so. A copy of Articles of Association and Memorandum should be attached with the Tender application form. For Hindu Undivided Family, name of the members of family and head of the family (who can enforce the firm) should be mentioned on the Tender application form along with their signature and position (Capacity) in the firm.

26.2. Any person or firm signing on the Tender application form or any other documents related to application would be responsible for presenting, on requirement, duly executed Main Title in their favour and that person or firm, as it is, would be able to enforce Voluntary Arbitration Section in addition to the all other points of the contract. Failure to present the Main Title would result in cancellation of the application form as per the process, without affecting other rights of the Corporation. In case of Partnership firm, signature of all the partners should be present on Main Title document. For firms with sole proprietorship, person who can obligate / enforce the company through his signature should sign. For Hindu Undivided Family, head should sign on the Main Title document who can obligate / enforce the firm.

26.3. Tenders received without the signature of the person authorized to sign the tender shall be rejected.

26.4. 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 uploading.

26.5. Any interlineations, erasures or overwriting shall be initialed by the persons or persons signing the tender.

Submission of Tender

27. Preparation of Tender Document

27.1. Technical bid documents along with the application shall be uploaded on the website of NeML. https://memberdocs.neml.in
28. **Deadline for Submission of Tender**

28.1. Tenders shall be uploaded 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 uploaded up to the appointed time on the next working day.

28.2. 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.

29. **Submission of Technical Document**

29.1. Technical Document should be uploaded on NeML’s website (https://memberdocs.neml.in) for the aforesaid purpose.

29.2. The winner of the e-auction shall at the time of depositing SD, will submit all original signed documents which were uploaded on the website, for NeML’s or Corporations verification.

30. **Late Tenders**

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

31. **Withdrawals of Tender**

No tender shall be withdrawn in the interval between the deadline for submission of tenders in the e-Auction platform 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 blacklisting of the Tenderer for three years.

32. **EVALUATION OF APPLICATION FOR REGISTRATION**

**Technical Document Evaluation**

32.1. NeML will scrutinize the applications and relevant documents uploaded along with the application. The details of eligible applicants will be recommended to the Corporation which on being approved by the Managing Director or concerned authority at Corporation will be enrolled as registered tenderers for providing Transportation and Handling Services for the year 2020-22 and will be issued with registration number / user ID and password by NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.

32.2. NeML would be scrutinizing application received for empanelment on periodic basis and the eligible tenderers will be allowed to participate in E-Auction in case tender
document is received on or before due date for submission/upload of Technical Documents. Last date of application to be considered would be notified in each Auction schedule.

32.3. Such registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd.

32.4. NeML or Corporation will be entitled to verify the documents anytime during the subsistence of the tender and in case there is difference in the documents submitted online and the actual documents or the documents have been forged, faked, manipulated, altered or changed, then the awarded tender will be liable for cancellation/termination by Managing Director and EMD and SD amount will stand forfeited.

33. Technical Bids

The technical bids shall be opened first and scrutinized by NeML as per Clause no. 32 of the tender document. After evaluation of technical bids, only Tenderers whose Technical Bids have been qualified and accepted shall be allowed to participate in the e-Auction on NCDEX e Markets Ltd online platform.

34. Price Bids

Price bid for providing Transport and Handling Services shall be quoted in the NeML e-Auction platform (https://transport.neml.in) as per Clause no. 25. No price bid shall be accepted through any other means.

Evaluation Procedure

35. Substantially responsive tenders

35.1. 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 instructions to Tenderers.

35.2. The Corporation shall have absolute discretion to either consider any tender that is not substantially responsive or reject the same.

36. Seeking clarification on received bids

During evaluation of tenders, the Corporation or NCDEX e Markets Ltd. (NeML), 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.

37. Evaluation of Technical Bids
Tender Ref No-

37.1. The technical bid is liable for rejection, at the discretion of the Corporation, if

37.1.1. Any of the documents as required in the tender document as per terms and conditions of the tender have not been submitted or if submitted is defective for any reason whatsoever; or

37.1.2. The period of validity of the tender is not as specified in this tender document; or

37.1.3. The Tenderer does not satisfy any of the qualification conditions prescribed in this tender; or

37.1.4. Conditional tenders or tenders containing conditions not stipulated in this tender document shall be rejected; or

37.1.5. The Corporation is of opinion that the Technical Bid is not capable of consideration for any other reason whatsoever.

37.1.6. 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.

38. Preliminary examination of Price Bids

38.1. The NCDEX e-Markets Ltd (NeML) will submit the bid history received on online e-Auction Platform for needful consideration of the Corporation.

39. Evaluation of Price Bids

39.1. The rate quoted in Rupees per Quintal per Kilometre shall be the basis for evaluating Price Bids.

39.2. Tenderers shall be ranked on the basis of the total transport cost per Lot as Clause 25.

39.3. The Tenderer whose total transport cost for a particular Lot is the lowest, shall be declared as the Lowest Tenderer (L-1).

39.4. Lowest total transport cost for a particular Lot does not mean approval of the same. The management evaluates each lowest total transport cost for each Lot and only if they are competitive and workable will only accepted. Such decision will be taken by management and any claim against this by the bidder will be invalid.

39.5. If Rate Bids received in the Bidding process are found to be not competitive, then Corporation will go for Re-Auctioning.

40. Process of Calculating Lowest Rate (L-1)
40.1 Calculation of L-1 would be done on the basis of Volume to be transported to the related lead from the concerned godown, Distance of the godown and Rates submitted by the bidders. The rates submitted against each lead will be evaluated separately to decide the L1 bidder of each Lot/district as per Clause 25.

40.2 On the basis of above criteria, whichever Bidder's rate would result in minimum Transport & Handling Cost of food grains for respective auctioned Lot would be considered as Lowest Bidder (L-1). Further, the evaluation bids in respect of each Lot put for auction are subject to conditions stipulated in Clause 26 and 40.

40.3 If rates received during tender process are higher for any Lot or several Lots put for auction, then Corporation will conduct re-auction for those rejected Lots. The e-Auction Calendar for rejected Lots will be published on the website of NCDEX e Markets Limited for the information of all bidders. No separate communication will be sent on re-auction to bidders.

41. Right to Accept or Reject any or all tenders
The Corporation reserves the right to accept or reject any or all tender or tenders or to annul the tendering process at any stage.

Awarding of the Contract

42. Notification of the Award
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 it's tender has been accepted.

43. Security Deposit

43.1 Bidder whose bid has been accepted by the Corporation, shall be required to enter into an agreement / contract after transferring an amount into the bank account of Corporation through NEFT/RTGS equivalent to 1.5 % of the value of the food grains allocated to be transported in one month for the Lot awarded. In case of more than one Lot is awarded to same Transport and Handling Agency after successful conclusion of e-Auction, Agency shall deposit separate Security Deposits in respect of each Lot awarded at 1.5 % of the value of the food grains allocated to be transported in one month in respect of each of such Lots. District wise detail of Security Deposit amount is (mentioned in Annexure 11).

43.2 Security Deposit can be directly transferred to the Corporation's bank account in respect of each Lot.

43.3 Any request for extension of time for providing the Security Deposit would not be entertained.
43.4. If Bidder, after getting confirmation about acceptance of Bid, fails to submit security deposit, signing of agreement and execution of contract or evades the same, then EMD deposited would automatically get ceased without any hearing. His bid will be considered invalid and Corporation will have right to accept the bid of any other bidder at the L-1 rate. No objection of successful bidder will be acceptable here.

43.5. Security Deposit will be accepted on clear terms that in case of failure of the Transport Agency in providing contracted services as per the terms and conditions of the tender, the transport agency would be responsible for entire liability and compensation.

43.6. At the end of contract period, Corporation will have right to cease the Security deposit, submitted by contractor, completely or partially or adjust it completely or partially with expenses, cost, fees, loss or damage incurred by Corporation due to non-execution or improper execution of the contract.

43.7. Decision of the Corporation will be final and binding on transport agency in case of Damage / loss charges or cost and expenses.

43.8. In case where Security Deposit is insufficient or when security deposit is completely ceased, then balance amount to be recovered can be deducted from amount to be reimbursed or could be reimbursed either of the same tender or any other tender of the transport agency. If recoverable amount is still not sufficient, then transport agency will have to deposit the demanded amount at scheduled time otherwise they will be declared unsuitable / incapable of participating in future tender and legal action will be taken for recovery of balance amount.

43.9. Whenever Specified amount is lesser than Security Deposit then Transport Agency will have to fulfill this deficit immediately so that Security Deposit amount should never be less than Specified amount.

43.10. On suitable and satisfactory execution of services, while following all rules, directions and conditions of tenders and fulfilling all responsibilities by Transport Agent, Security Deposit will be refunded on request, on condition that any expense related to tender incurred by Corporation, will be deducted from Security Deposit. Before returning the Security Deposit, it will be mandatory for District Manager to issue No Demand Certificate to Transport Agency.

43.11. There will not be any interest payable on Security Amount deposited with Corporation for any period of time.

44. For Second Transport Agency (L-2):

44.1. Every FCI Depot / Railhead can contract with the transport agency with second lowest rate bidder / transport agency (L-2) for transportation to the concerned JSF&CSCL godowns as per below arrangement:
Note: Normally, maximum 40% of the work can be done by L-2 at the rate quoted by L-1, for this second lowest bidder (L-2) will have to submit application as per procedure to concerned District Manager but the final decision on this will be taken by Managing Director, post assessment of entire situation, which will be acceptable and binding on L-2. In the above situation, it will be the responsibility of L-2 to finish the required directed work at the rate of L-1 bidder.

44.2. Proportion of work could be 60% and 40% between First and Second Transport Agency. Hence in this situation, security deposit amount of 2nd Transport Agency (L-2) will be 50% of the amount deposited by 1st Transport Agency (L-1).

44.3. Tenderers who have been awarded one Lot or more than one Lot, shall be allowed to qualify as second lowest transport agency, subject to meeting turnover criteria as per Clause 17 for the allocation of additional work under this Clause.

44.4. The EMD and transaction charges shall be proportionately computed and balance refunded after the award of the contract and furnishing of security deposit by the successful tenderer.

45. Signing of the Contract

45.1. Bidder whose rate will be accepted by Corporation will have to deposit Security Deposit amount as determined by Corporation mentioned in (Annexure 11) and then will have to take printout of Annexure: 5 and 6 of the tender document on Rs 100 stamp paper and submit, in physical, along with other required documents at district’s Corporations Office and should be compulsorily present for execution of agreement. This is to mention very clearly that Successful Bidder will have to sign the contract within the time limit specified for the same, irrespective of whether Corporation asks for its execution on time or not. If the agreement does not happen within the given time limit then Corporation may initiate the agreement process with second lowest bidder at Corporations accepted rate and contract opportunity of First Successful Lowest Transport agency would be cancelled and EMD will be forfeited. The transaction charges levied by NCDEX e Markets Limited shall not be refunded.

45.2. In case, Contract execution does not happen within scheduled time, then the EMD amount will be ceased, as the case may be, in the benefit of the Corporation. It will not be binding on the Corporation to provide an opportunity to the related bidder for hearing.

45.3. For accomplishment of the task / contract, if Transport Agent appoints his representative, then it will be compulsory on his part to issue Power of Attorney on Rs 50 stamp paper, which should be certified by notary.

45.4. In the event of annulment of the award, the Corporation may
45.4.1. 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

45.4.2. Schedule re-Auction

46. Penalty Clause

46.1. In the event of failure to deploy vehicles as required by the Corporation, the Service Provider shall be liable to pay the difference between the rate paid to any other transporter and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, which shall be 10% of the Service Charge payable to the Service Provider for the quantity transported by such other transporter and will be calculated on the price quoted by other transporter.

46.2. In case, Transport Agency does not execute the transport work as per the work schedule provided by District Manager, i.e. 100% lifting of Food Grains from FCI Depot / Railheads or any other Godowns necessarily within 12 Working Days from immediate next working day after DM, JSFC bifurcates the Release Order, failing which Penalty will be imposed on recommendation of respective District Manager by Managing Director, JSFC. Penalty will be as follows-
   a) Delay of 1-2 days ------- 2% of Transportation value of balance amount.
   b) Delay of 3-4 days ------- 5% of Transportation value of balance amount.
   c) Delay of 5-7 days ------- 10% of the Transportation value of the balance amount.

The penalty amount shall be recovered from the payment done by Corporation (District Manager) towards the services provided by the Transport Agent (from the 90% part paid within 7 days post submission of bills). Any objection of Transport Agent related to recovery of penalty will be invalid. After 7 days of above period, JSFC will arrange for transportation and excess amount paid for the Transportation of balance amount will be recovered from Transporter. In addition to this, Transporter will also have to pay 10% of Total amount paid for Transportation of balance amount as Operation Management Expense.

46.3. In case, if transport agency does not respond to work allocation or show disappointing / evasive performance in transport activities issued by District Manager, then it will be considered as incompetence of transport agency and the agency will be blacklisted and will be declared Unfit / ineligible for participation in any capacity in tender process for transport related activities for next 2 years. Before declaring Unfit, a show cause notice of seven days will be issued and if answers received will not be satisfactory or no answers will be received, then decision of Managing Director will be final. If Corporations management is convinced that social reputation and behavior of Tenderer/Transport Agent/ or related partner / business associate / staff / laborer is doubtful, then keeping Corporations reputation and the benefit of it in view, Managing Director can either during the tender process or at the time of acceptance of the
bid can keep them deprived or relieved of transport contract. In such cases, decision of Corporation will be final. With this if there would be any adverse impact on prestige / image / work efficiency, that would be suitably recovered or be recoverable by Corporations Management from Tenderer / Transport Agency.

46.4 Without putting adverse impact on rights and solutions, Corporation will have right to cancel the contract / tender, in case transportation work assigned by District Manager continuously gets failed by Transport agency or submission of forged / false documents or information during tender or after that or at the time of contract execution or during transportation work or violation of any rule, directions or conditions by transport agency. Corporation may also get the work done at the expense and risk of transport agency for rest of the period / or cease / confiscate the EMD amount or its part for any loss, charges incurred or will be incurred by Corporation due to negligence of transport agency or non-adherence to the terms of contract. In addition to this, Transport agency will be declared unsuitable and incapable for that particular work and hence will not be allowed to participate in such tender in future for next two years. Before making such declaration as unsuitable & incapable, a show cause notice will be sent seven (7) days in advance and if explanation received against the same will not be satisfactory or in case of no response, decision of Managing Director will be final and valid.

46.5 In case of unsatisfactory performance by contracted Transport Agency, Corporation will get the work done at the same rate by lowest valid bidder priority-wise and in case the bidders do not work, Corporation will be free to get the work done through any other transport agency at the risk and cost of the contracted transport agency.

46.6 After contract execution, if work done is not in accordance with the work order, or any complaint registered or criminal case registered by local administration or management of the Corporation against Transport Agency, the contract will be cancelled and EMD / Security Deposit will be forfeited in favour of Corporation and agency will be blacklisted. The transaction charges levied by NCDEX e Markets Limited shall not be refunded.

46.7 Violation of any clause of the undertaking as mentioned in ANNEXURE: 3 will be liable to
a) Forfeiture of EMD / SD.
b) Blacklisting for a period of 3 Years
 c) Legal action will be taken against the Applicant / Transporter.

46.8 In case any vehicle will be found without having GPS Machine (VTS) installed in it, a penalty amount of Rupees Five Hundred (Rs 500) per vehicle will be levied. This penalty will be charged every time the vehicle will be identified without having GPS/VTS machine until the machine gets installed. GPS / VTS machine installed should be in working condition and there should not be any excuse once identified as non-functional.

47. Responsibilities and payables of Transport Agency for losses incurred by Corporation
47.1. Any loss/reduction during transportation would be responsibility of Transport Agent. There will not be any adjustment between deficient quantity in one vehicle and excess quantity in any other vehicle. Any quantity loss during transit of sugar will be recovered at double the rate of consumer’s price per kg, for wheat and rice it will be recovered at Rs 40 per kg, for salt it would be Rs 15 per kg and for other unregulated items, it would be Rs 10 extra on prevailing market price per kg. If after transportation, it will be found that in any truck transported volume is more than dispatched volume, then transportation charges would be paid on the basis dispatched volume. In case, received quantity is less than the dispatched quantity, then transportation charges would be paid on received quantity.

47.2. In case Transport Agency fails to transport / deliver the stocks on time and as a result of this Corporation has to pay storage charge or extra payment then the same would be deducted from the bills of Transport Agency.

47.3. If Transport Agency does not pay the loading or unloading charges at any place and as a result of this Corporation has to pay the charges, then double the amount of payment done by Corporation will be deducted from Transporter’s bill.

47.4. At the time of handover of stocks, transport agency will be provided with Truck Challan and Weighing sheet. At the destination point, godown/procurement center/warehouse, transporter will have to deliver bags/container with same quality of food grains/Sugar/Paddy etc. While delivering the stocks at destination point, transport agency should ensure weighing of the stocks as per the prevalent method and will get “Receiving” remarks on the challan/documents sent from the loading point and also should get “Acknowledgement” on received quantity. If Transport agency delivers the stocks at some other point other than the destination point, then for this wrong transportation, no charges would be paid to the transporter and penalty could be imposed as per the directions of Managing Director. In case Corporation has to bear any expenses, fee, loss or damage due to negligence of work or poor execution of services or non-abideance to any rule/condition of contract, then Corporation will have right to deduct the expenses thus incurred from payment due to be paid as part of that contract or any other contract. If amount to be paid to the Transport agent is insufficient, then the balance amount will be deducted from Security Deposit. If still the amount is insufficient for the expenses incurred by Corporation to be recovered, then Transport agent will have to repay the balance amount as and when demanded by Corporation, failing which Legal action will be taken against the transport agency.

47.5. It will be the responsibility of Transport Agency to make sure that the stocks of food grains/paddy/Sugar etc should reach the destination point safely. For any loss due to act of god or any such activity which is beyond the control of Transport Agency, in such situation right to take decision will be with Corporation, which will be final and binding on Transport Agency.
47.6. In case any amount remains unrecovered even after recovery from all items, fixed and movable assets declared by the tenderer will be under the ambit of recovery.

47.7. It is important for transport agency to transport the stocks in determined quantity and same quality to the destination. For recovery of loss/damage due to foul play or disturbance in quantity or quality of stocks, all required legal actions will be taken. Also, punitive action will be taken against the transport agency and concerned vehicle will be ceased and Security deposit, bills and fixed and movable asset of transport agent will be used by Corporation for recovery and Corporation will be free to do that and recovery shall be done under Public Demand Recovery Act. If any damage will be done by Transport agency to food grains or any property of Corporation, then under Indian Penal Code action will be taken by registering case with police against transport agency and Transport agency will be blacklisted for ten years so that he could not get work at this Corporation or State / Central govt's Corporation. Corporation will get this Notice of intent published in newspapers also.

48. 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 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.

49. Settlement of Disputes

49.1. Any dispute by any party, before the execution of contract or during the contract / tender or after that, related to this tender and contract pertaining to any of its subject, condition or description of any condition will be resolved by sole Arbitrator referred for that case. This Arbitrator will be Managing Director of JSF&CSCCL or any one appointed by him and decision / award by them will final and binding to both the parties.

49.2. Settlement of Disputes through arbitration will be done under Arbitration Conciliation Act 1996 (No: 26 of 1996) and all such disputes will be resolved at Ranchi jurisdiction.

50. General Covenants

50.1. 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.

50.2. 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.

50.3. Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.

50.4. 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.

50.5. 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.

51. **Corrupt or Fraudulent Practices**

51.1. The Corporation requires that Tenderers observe the highest standard of ethics at the time of bidding and while providing Transportation and Handling Services to the Corporation. In pursuance of this policy, for the purposes of this clause,

51.2. "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

51.3. "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.

51.4. 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.
51.5. 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.

51.6. 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.

52. Role of NeML

52.1. NCDEX e-Markets Limited (NeML) is acting only as a service provider for this e-Auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-Auction. By bidding in this e-Auction, a bidder acknowledges that NCDEX e-Markets Limited (NeML) shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-Auction.

52.2. NCDEX e-Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both Corporation and tenderer shall completely absolve NCDEX e-Markets Ltd (NeML) for any consequences resulting out of this tender and further any disputes between Corporation and tenderer shall have to be resolved by them as per Clause 49 above.

53. Indemnity

The successful bidder shall defend, indemnify and hold Corporation harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the successful bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.
## ANNEXURE: 1
Slabwise Distance & Approximate Volume to be transported under each slab

<table>
<thead>
<tr>
<th>District</th>
<th>Koderma</th>
<th>Bokaro</th>
<th>Dhanbad</th>
<th>Hazaribagh</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Expected Qty (In Qtls)</td>
<td>Distance (In KMS)</td>
<td>Expected Qty (In Qtls)</td>
<td>Distance (In KMS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 0 upto 1 KM</td>
<td>45825.14</td>
<td>3.5</td>
<td>47832.87</td>
<td>1</td>
</tr>
<tr>
<td>&gt; 1 upto 3 KMS</td>
<td>102997.21</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 3 upto 5 KMS</td>
<td></td>
<td></td>
<td>104304.71</td>
<td>16</td>
</tr>
<tr>
<td>&gt; 5 upto 10 KMS</td>
<td></td>
<td></td>
<td>54302.84/55171.14/5781.50</td>
<td>22 /28 /25</td>
</tr>
<tr>
<td>&gt; 10 upto 20 KMS</td>
<td>71101.01/64449.22</td>
<td>26.5/23</td>
<td>38409</td>
<td>11/14.5/14.5</td>
</tr>
<tr>
<td>&gt; 20 upto 30 KMS</td>
<td>46268.58</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 30 upto 50 KMS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 50 upto 100 KMS</td>
<td></td>
<td>375354.64</td>
<td>85/64 /59 /73 /52</td>
<td>3930.65</td>
</tr>
<tr>
<td>&gt; 100 KMS</td>
<td>78417.56/39502.85/43651.90/50383.78/6068.25/7315.93/8805.83</td>
<td>44/37/47/49/15/37/47</td>
<td>192372.76/210830.9/35697.23/19923.73/17035.61</td>
<td>85/64 /59 /73 /52</td>
</tr>
<tr>
<td>TOTAL</td>
<td>984097.56</td>
<td>984281.79</td>
<td>984097.56</td>
<td>984281.79</td>
</tr>
</tbody>
</table>
Introduction & Brief Description of the Tenderer/Bidder

Sender

Bidder's Name

Detail Address

To,
District Manager,
Jharkhand State Food & Civil Supplies Corporation Limited
Name of the District:

Dear Sir,

I / We have, after going through the Tender Notice published for transportation work for transport of Food grains/ Paddy/ Sugar/ Pulses/ Oilseeds/ Edible Oil etc by Jharkhand State Food & Civil Supplies Corporation from Different FCI Godowns/ Railheads/ Base depot to related Godowns / Distribution Centres of JFSC&CSCL, have registered with NEML after depositing an amount of Rupees 5900 at NEML's account on date Reference No: / UTR No: and have downloaded form from website.

I / We have gone through all the directions / contract / tender conditions, rules and details of Annexures and understood them well and agree to follow them.

1. I / We, will bid for transportation from Godowns / Railheads / Base depot / other depot of FCI to Godowns of JFSC&CSCL under district.

My / Our other details are as follows:

1.1. a) Bidder's Name and Address

b) Father's Name

c) Name and Relation of the person nominated

1.2. Telephone Number Office / Residence / Mobile

1.3. Structure of firm of the tenderer's Firm / Company / Ownership / Hindu Undivided Family

1.4. Name & Address of the Head / Chief Executive

1.5. Name and Address of all the Partners, in case of Partnership firm

1.6. Firm's establishment, Registration No. and Date:

1.7. Income Tax Return (Up to date) & True Copy of PAN Card

[Signature]

44
1.8. Banker's Name with Branch (Write Account No. also).

1.9. Self/Firm/Details of Company's Property & Assets

1.10. Self/Firm/Details of Company's Property & Assets

1.11. List of records attached with this document
   1. 
   2. 
   3. 
   4. 
   5. 
   6. 
   7. 
   8. 
   9. 
   10. 

3- Rates mentioned in this tender form will be valid for 120 days from the date of conclusion of E-Auction and will be valid as per conditions mentioned in clause 22, to which I/We will be bound to obey.

4- If I will be awarded the contract for Transport & Handling from Corporation, then as per the rule, I agree to enter into agreement by depositing EMD & Security Deposit amount.

5- I/We hereby declare that all the details mentioned in Tender Document and attached annexures are correct as per the best of my knowledge and understanding.

Date
Signature
Name
Firm's Name
Detail Address
Designation
Seal

Note: Expected details to be filled up clearly and entries in all columns are most important, else in absence of expected details proceedings for tender cancellation will be done.
Letter of affirmation

(To be given on the Non-Judicial Stamp Paper of Rs 100)

To

M/s. Jharkhand State Food & Civil Supplies Corporation Limited,
JSFC Bhawan,
Kadru main Road,
Ranchi – 834 002,
Jharkhand

Sir,

It is hereby affirmed that we, M/s. ..................... (name of the Tenderer to be filled in) have

1. Not been Declared ineligible (either being blacklisted or for any other reason) by Government of India or any state government or any public sector undertaking of the Government of India or any state government
2. Not been prosecuted for any Criminal Offence under suitable section of Indian Penal Code (IPC).
3. Not ineligible to participate in the tender for providing Transportation Services invited by you vide no. ............ dated .................
4. Also, hereby I undertake to abide by the Terms & Conditions as laid down in the offer documents by the Department & also follow the instructions given by the Department (to be read with Terms & Conditions).

Yours sincerely,

Authorized signatory
Tender Ref No-

Annexure 4:

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 authorize 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 Transportation 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 __________, 2020

[Signature]
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.
For First (L-1) Transport Agency

AGREEMENT

(On Stamp Paper of Rs. 100)

As Jharkhand State Food and Civil Supplies Corporation Limited (JSF&CSCL), in response to E-Auction held on date ... on NeML Platform, has agreed to accept the bid for transportation and handling of food grains/ food items/ paddy/ sugar/ pulses/ oilseeds/ edible oil/ empty jute bags/ bales etc from FCI's godowns, Base Depot/ Railhead/ and other godowns to related distribution centres of JSF&CSCL's godowns/ warehouses under District......

Hence I / We (Full name and address of the Contractor)

M/s...........................................................................................................

........................................................................................................... which is a registered partnership

Firm/ owned (Proprietorship/Firm/Company and whose Partner/ Owner

Srl...........................................................................................................

Srl...........................................................................................................

S/O from

place...........................................................................................................(who has been addressed as Transport Agent ahead in this document, in which Agent/ Manager/ Partner/ Worker/ Successor or Administrator are included) and District Manager, Jharkhand State Food & Civil Supplies Corporation Limited, ........................................................................................................... (which has been mentioned as Corporation ahead) am / are executing this agreement on date......... and through this I / We confirm this in relation to invitation by JSF&CSCL for appointment of Transport agency for transport of food grains/ paddy/ sugar etc on Date............ and general terms of tender and their contract, instructions and annexures have been checked and understood and contract to bind by it. I / We, through District Manager, Jharkhand State Food & Civil Supplies Corporation Ltd.................... Request For Proposal (RFP) No:.................... on date which is part of this tender document, as a result of Approval of Tender. I / We take this assignment / work voluntarily at specified rate according to terms and conditions of tender. I / We, assure Corporation that I / We will do this work / assignment in best capability in all conditions throughout the period of this tender.
This Agreement will be valid from........................
to.............................. Or till the time this tender will be extended.

(Transport & Handling Agent) Sign of Authorised Official – JSF&CSCL

Designation (Capacity in which he is signing)

Witness:  Witness:
1) Signature ........................................ 1) Signature ........................................
    
    Name ........................................
    
    Address ........................................
    
    Telephone No: ........................................
    
2) Signature ........................................ 2) Signature ........................................
    
    Name ........................................
    
    Address ........................................
    
    Telephone No: ........................................
For Second Transport Agency

AGREEMENT
(On Stamp Paper of Rs. 100)

As Jharkhand State Food and Civil Supplies Corporation Limited (JSF&CSCL) in response to E-Auction held on date ................. on NeML Platform, has agreed to accept the bid as Second lowest for transportation and handling of Food grains/ Food items/ Paddy/ Sugar/ Pulses/ Oilseeds/ Edible Oil/ Empty Jute Bags/ Bales from FCI’s godowns, Base Depot/ Railhead/ and other godowns to related distribution centres of JSF&CSCL’s godowns/ Warehouses and is ready to accept the Transport & Handling tender from the perspective of getting Transportation work done in condition of Risk & Cost hence for this, as stated above, I am submitting security deposit amount and signing an agreement. In situation of Risk & Cost, Transport & Handling work will be done on time as per the directions of District Manager.

Hence I / We (Full name and Address of the Contractor)
M/s.................................................................
.................................................................which is a registered Partnership

Firm/ Owned (Proprietorship/ Firm/ Company and whose Partner/ Owner
Sri................................................................. 5/o
Sri................................................................. from
place............................................................. and registered address of the firm
................................................................. (who has been addressed as
Transport Agent ahead in this document, in which Agent/ Manager/ Partner/ Worker/ Successor or Administrator are included) and District Manager, Jharkhand State Food & Civil Supplies Corporation Limited..................................................... (which has been mentioned as Corporation ahead) am / are executing this agreement on date.............. and through this I / We confirm this in relation to invitation by JSF&CSCL for appointment of Transport agency for transport of food grains/ paddy/ sugar etc on Date.............. and general terms of tender and their contract, instructions and annexures have been checked and understood and contract to bind by it. I / We, through District Manager, Jharkhand State Food & Civil Supplies Corporation Ltd....................... Proposal letter No....................... on date which is part of this tender document, As a result of Approval of Tender. I / We take this assignment / work voluntarily at specified rate according to
Tender Ref No-

I / We, assure Corporation that I / We will do this work / assignment in best capability in all conditions throughout the period of this tender.

This Agreement will be valid from

(Transport & Handling Agent) 

Designation (Capacity in which he is signing) 

Witness:

1) Signature

Name

Address

Telephone No:

2) Signature

Name

Address

Telephone No:

Sign of Authorised Official - JSF&CSCL

Witness:

1) Signature

Name

Address

Telephone No:
APPLICATION FORM FOR COMMODITY PARTICIPANT MEMBERSHIP (CP)

1. NAME OF APPLICANT: _______________________

2. Constitution:
   □ INDIVIDUAL
   □ SOLE PROPRIETORSHIP
   □ PARTNERSHIP FIRM
   □ CORPORATE - Pvt. Ltd.
   □ CORPORATE – Public Ltd – Listed
   □ CORPORATE – Public Ltd – Unlisted
   □ CO-OPERATIVE SOCIETY
   □ GOVT OR GOVERNMENTAL ORGANISATION
   □ OTHERS – PLEASE SPECIFY

3. Date of Birth/Incorporation/Registration: _______________________

4. PAN No. _______________________
   TIN No. _______________________
   GST No. _______________________

5. Registered Office Address – _______________________
   _______________________
   _______________________
   _______________________
   City and state _______________________
   Pin _______________________
   Tel. _______________________
   Fax _______________________
   Email ID _______________________
   Contact Person’s Name _______________________
   Mobile No. _______________________
   Designation _______________________

6. Address for Communication _______________________

Tender Ref No. _______________________

ANNEXURE 7:
Tender Ref No:

☐ Please tick if the communication address is same as registered office address or else fill in new address below:

________________________________________________________________________________________

City and state ________________  Pin __________________________
Tel. __________________________ Fax __________________________

Email ID ________________  Contact Person's Name __________________________
Mobile No. ____________________  Designation __________________________

7. Details of the Individual/Proprietor/Managing Partner/Chief Executive/Chairman/Secretary
*FAX no of all members of Self Help Group/Mahila Mandal/Co-operative Society/Proprietorship firm/Partnership Firm / Limited Liability Partnership
DIN and DIN of Private Limited Company or Public Limited Company and PAN of all Directors

Name: __________________________
PAN No: __________________________
Address: __________________________

City and state ________________  Pin __________________________
Tel. __________________________ Fax __________________________
Email ID __________________________  MobileNo. __________________________

8. (A) Name of the stock/commodity exchange(s) on which the applicant is a member. (Please tick relevant):
☐ NOT MEMBER OF ANY OTHER EXCHANGE
☐ YES, DETAILS AS UNDER
1. __________________________
2. __________________________
3. __________________________
4. __________________________

Membership No.: __________________________

(B) Name of the stock/commodity exchange/s on which any director/dominant promoter/partner is a member.
☐ NOT MEMBER OF ANY OTHER EXCHANGE
Tender Ref No-

☐ YES, DETAILS AS UNDER
1. 
2. 
3. 
4. 

If yes, please submit conduct certificates from the respective stock / commodity exchanges for the applicant / partners / director / dominant promoter(s) / Group Company / associate company

9. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)
A. BANK ACCOUNT NUMBER
B. BANK NAME
C. BRANCH CITY AND NAME
D. IFSC CODE
E. ACCOUNT TYPE

DECLARATION -
Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I/We also state that no relevant material fact has been misstated, misrepresented or suppressed.

Signed and Sealed:

Name:

Designation:

Date:

[Signature]

Affix Passport size photograph of the Signatory
Tender Ref No: 

Place: 

1. Duly Filled and Signed Application Form 
2. Bank Account Statement showing account details/ Cancelled Cheque 
3. A Self Attested Copy of PAN/TIN Card. 
4. A Self Attested address proof [Aadhar Card]/ Voter ID Card/ Driving Licence 
5. Self attested Copy of GST Certificate 
6. Bank approval letter 
7. Signed Risk Disclosure Form 
8. Details of Registration and yearly applicable Fee of Rs 5000 + Service Tax (18%) i.e. Rs 5900 in Below mentioned NeML Account via cheque deposit or NEFT [No Cash deposit Allowed]

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Bank Account Name</th>
<th>Exchange Dues Account</th>
<th>IFSC Code</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDFC Bank</td>
<td>NCDEX e Markets Ltd</td>
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<td>HDFC0000060</td>
<td>Fort</td>
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<tr>
<td>Axis Bank</td>
<td>NCDEX e Markets Ltd</td>
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<tr>
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<td>NCDEX e Markets Ltd</td>
<td>30760958792</td>
<td>SBIN0011777</td>
<td>Fort</td>
</tr>
</tbody>
</table>
Annexure 8:

(To be executed on Non-Judicial stamp paper of Rs. 500/- duly Notarised)

NeML Membership Declaration

This Declaration is executed at __________ this _______ day of __________, 20__

To,
NCDEX e Markets Limited,
Ackruti Corporate Park,
Opp. G. E. Gardens, I.B.S. Road,
Kanjurmarg West, Mumbai 400078

Hereinafter called "NeML" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

Executed BY

Name - ________
Address - ________

hereinafter called "The Undersigned" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS NeML has agreed to admit the Undersigned as a Commodity Participant Member in accordance with the General terms and conditions of NeML as amended from time to time.

AND WHEREAS NeML has as a precondition to the Undersigned being admitted as a Commodity Participant Member, inter alia required the Undersigned to furnish this Declaration as given herein under.

Therefore, I/We, the Undersigned being admitted by NeML as a Commodity Participant Member, hereby declares that:

1. I/We have not violated or prosecuted or charged with any of the offenses made by the State and/or Central Government including but not limited to The Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009 or any other criminal offenses under the Indian Penal Code.

2. I/We will comply with the present and any future requirements under the State and Central Acts and Laws including but not limited to the Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009.
3. I/We will inform and keep NeML informed with regard to any action taken or initiated against me/us with respect to any non-compliance under the statutory Acts and Laws likely to impact the my/our obligations for trades conducted on NeML trading platform.

4. I/We confirm that I/We have not been blacklisted by any State or Central Government or any other organization, governmental or otherwise, for non-performance of any contractual obligations or violation/breach of statutory Acts and Laws.

5. I/We agree and undertake to defend and indemnify NeML and keep NeML indemnified and harmless at all times against any claim, loss or damage including liabilities arising out of failure to comply or violation or breach of any or all of the Clauses of this declaration.

The Undersigned do hereby confirm that the declaration provided above is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed sealed and delivered )
by the within named )
being the authorised person )
Dated -
NeML RISK DISCLOSURE DOCUMENT

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE MEMBER AND THEIR CLIENTS BEFORE ENROLLING AS MEMBERS OF NeML AND SHOULD BE READ IN CONJUNCTION WITH THE GENERAL AS WELL AS SPECIAL TERMS AND CONDITIONS OF NCDEX e MARKETS LIMITED (NeML).

NeML has not prescribed the merits of participating on the NeML trading platforms but has prescribed this disclosure document for apprising the members regarding the risks involved with trading on NeML platform. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms. In light of the risks, the MEMBER should undertake such transactions only if it understands the nature of the contracts (and contractual relationships) into which the MEMBER is entering and the extent to which MEMBER is exposed to risk. The MEMBER should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances. Trading requires not only the necessary financial resources but also adequate knowledge, experience and risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, the NeML or any other authority shall not be responsible and it will not be open for any MEMBER to take the plea that no adequate disclosure was made or it was not explained the full risk involved by the NeML to the MEMBER. The MEMBER will be solely responsible for the consequences and no contract can be rescinded on that account. The MEMBER must ask the NeML to provide full details of the contract i.e., the contract specifications and the associated obligations, if not provided by NeML.

DEPOSITED CASH, FEES AND OTHER MONIES -

The MEMBER should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. The extent to which the MEMBER may recover its money or property may be governed by specific legislation or local rules in absence of any other contract to the contrary. In some instances, monies, which has been specifically identifiable as the MEMBER’s own, will be pro-rated in the same manner as cash in the event of a shortfall of MEMBER. In case of any dispute with the MEMBER, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.

TRANSACTION AND OTHER CHARGES -

Before the MEMBER begins to trade, it should obtain a clear explanation of all transaction charges, fees and other charges for which it will be liable. These charges will affect the MEMBER’s net profit (if any) or will increase its loss.
Tender Ref No-

TRADING FACILITIES

The NeML offers electronic trading facilities, which are computer-based systems for order-routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The MEMBER's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or the NeML. Such limits may vary; the MEMBER should ask NeML for details in this respect, if not already clarified. This document does not disclose all of the risks and other significant aspects involved in participation on electronic trading platform of NeML. The MEMBER should, therefore, study all aspects of participation carefully before becoming involved in it. The MEMBER, hereby acknowledges that he has received and understood this risk disclosure statement.

SUSPENSIONS AND TERMINATION OF MEMBER

Under certain conditions as stipulated in the Membership Undertaking, the General Terms and Conditions of NeML and/or any particular contract, the MEMBER may be barred from participating in any particular trading activity or its Membership may be terminated or suspended, permanently or temporarily, by NeML, on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time. The MEMBER shall make itself aware of all such circumstances under which the MEMBER's participation could get restricted, barred, terminated or suspended.

NO GUARANTEES OF PROFIT

The NeML provides no guarantee of profit or of avoiding losses when trading. The MEMBER has received no such guarantees from the NeML or from any of its representatives. The MEMBER is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

ADVICE AND RECOMMENDATIONS

The NeML will not advise the MEMBER about the merits of a particular Transaction or give him any form of investment advice and the MEMBER acknowledges that the Services do not include the provision of investment advice in the underlying commodities. The MEMBER alone will enter into Transactions and take relevant decisions based on his own judgment. By transacting on NeML trading platforms, the MEMBER represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the transactions. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any transactions. The NeML gives no warranty as to the suitability of the products traded under the MEMBER Agreement and assumes no fiduciary duty in its relations with the MEMBER.

The NeML will not be under any duty to provide the MEMBER with any legal, tax or other advice relating to any Transaction. The MEMBER should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The MEMBER is hereby warned that tax laws are subject to change from time to time.
CIRCULARS AND NEWSLETTERS

The NeML may, from time to time and at its discretion, provide the MEMBER (or in circulars or newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,

NeML will not be responsible for such information,
- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- the information is provided solely to enable the MEMBER to make his own trading decisions and does not amount to trading advice or unsolicited financial promotions to the MEMBER;
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the MEMBER agrees that he will not pass it on to any such person or category of persons;
- The MEMBER accepts that prior to dispatch, the NeML may have acted upon it itself to make use of the information on which it is based. The NeML does not make representations as to the time of receipt by the MEMBER and cannot guarantee that he will receive such information at the same time as other MEMBERS.
- It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by the NeML are subject to change and may be withdrawn at any time without notice.

FORCE MAJEURE EVENTS

In case of a Force Majeure Event the NeML may not be in a position to arrange for the execution of MEMBER'S Orders or fulfill its obligations under the contract or agreement with the MEMBER. As a result the Member may suffer financial loss. The NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to a Force Majeure event.

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Dated:
Place:

Seal and Signature
Tender Reference No:

Execution Report of Transportation work to be presented by Transport Agent to District Manager

(Execution Report / E.R.)

Name of the Transportation & Handling Agent

Transport Contract Date_______ Year_______

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Reference no. of Order received by District Manager</th>
<th>Date</th>
<th>Dates on which Transport Agency received the Orders</th>
<th>Last Date as per the Order</th>
<th>Transport work done till ordered last date</th>
<th>Quantity</th>
<th>Percentage</th>
<th>Actual date of complete transportation of Ordered Quantity</th>
<th>No. of Days delayed in Transportation</th>
<th>Reason for the delayed days (If available)</th>
<th>Penalty Imposed by District Manager on the basis of related clauses of Annexure:2 of Tender Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

District Office

Order of District Manager ___________ Enquiry by Asst. Accounts Officer

Sign of Transport & Handling Agency

Name _____________________________

Seal _______________________________
### ANNEXURE-10

**Name and Telephone no. of Ten Districts Managers**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Designation</th>
<th>Mobile No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sri Neeraj Kumar</td>
<td>JSFC, Ranchi</td>
<td>9431310407</td>
</tr>
<tr>
<td>2</td>
<td>Sri Naveen Kumar</td>
<td>JSFC, Jamshedpur</td>
<td>9955180300</td>
</tr>
<tr>
<td>3</td>
<td>Sri Naveen Kumar</td>
<td>JSFC, Chaibasa</td>
<td>9955180300</td>
</tr>
<tr>
<td>4</td>
<td>Sri Bhogendra Thakur</td>
<td>JSFC, Dhanbad</td>
<td>7739407684</td>
</tr>
<tr>
<td>5</td>
<td>Sri Pawan Kumar Mandal</td>
<td>JSFC, Giridih</td>
<td>9934001587</td>
</tr>
<tr>
<td>6</td>
<td>Sri Albert Bilung</td>
<td>JSFC, Dumka</td>
<td>9431386215</td>
</tr>
<tr>
<td>7</td>
<td>Sri Banka Ram</td>
<td>JSFC, Sahebganj</td>
<td>7004147502</td>
</tr>
<tr>
<td>8</td>
<td>Sri Amit Prakash</td>
<td>JSFC, Palamu</td>
<td>8294041010</td>
</tr>
<tr>
<td>9</td>
<td>Sri Arvind Kumar Lal</td>
<td>JSFC, Gumla</td>
<td>9431177362</td>
</tr>
<tr>
<td>10</td>
<td>Smt. Shail Prava Kujur</td>
<td>JSFC, Hazaribag</td>
<td>9199361112</td>
</tr>
</tbody>
</table>
Annexure 11:

**DISTRICT-WISE SECURITY DEPOSIT**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>District</th>
<th>SD Amount (in Rs Lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hazaribagh</td>
<td>38.28</td>
</tr>
<tr>
<td>2</td>
<td>Koderma</td>
<td>13.84</td>
</tr>
<tr>
<td>3</td>
<td>Dhanbad</td>
<td>48.17</td>
</tr>
<tr>
<td>4</td>
<td>Bokaro</td>
<td>33.73</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>134.02</strong></td>
</tr>
</tbody>
</table>
ANNEXURE 12:

Features of GPS Device

- **Intelligent GPS Tracking**: The device should give LIVE location of the Vehicles.
- **LIVE Alerts**: Should give LIVE Over-speeding Alerts, Alerts on Entry & Exit Points, Monitor Idling in real time etc. Should also give Vehicle Services and Maintenance Alerts.
- **CDAC Approved**: Devices should be approved by CDAC.
- **SOS / PANIC Button**: Device should have SOS Emergency Button so that suitable measures can be taken in case of an emergency.
- **Pan-India Service**: Installation and Service facility to end-customers across the entire state of Jharkhand in all the districts.
- **RTO Approved**: The device should be approved by RTO
- **Location History**: Should give location history of Last 90 days.
Annexure 13
Consortium

1. Definition -

| Applicant | Party that submit Applications in accordance with this RFP / Tender. The Applicant may, in the form of a Consortium, collaborate with other companies for Applying for this project. The Applicant will play the role of

| Consortium | A consortium is an association of several companies (not more than three parties, in this case) – Lead Applicant + One Consortium Members, entering into a Consortium Agreement for a common objective of achieving/meeting the requirement. The Consortium will be represented by a lead member designated as 'Lead Applicant'. |

2. Conditions in the tender

Consortium

The Applicant may collaborate with other Companies / Proprietor, who may be service providers, for applying for this Tender. The Applicant and member firms of the consortium jointly should necessarily satisfy the qualification criteria as specified for Applicant.

The following must be noted:

1. The Lead Applicant (submitting the Application) shall be the prime contracting entity and the single point of contact and shall be solely responsible for the discharge and administration of all the obligations for the Project.

2. The Lead Applicant shall be responsible for the supply, delivery and installation of all products and services submitted in their Application and as part of the contract

3. The Lead Applicant shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the tender in conformance with the Agreement / Contracts, including payment, shall be done exclusively by/with the Lead Applicant.

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Tender Ref No:-

4. A Lead Applicant cannot be a Sole Applicant OR Consortium Member with another Applicant in a separate Application under this RFP

5. Internal arrangement between the Consortium Members is left to the Applicants. It is the responsibility of the Lead Applicant to ensure that all the other Consortium Members in the Application are compliant to all the clauses as mentioned in the Application. Any conditionality in the Application indicating otherwise shall result in a disqualification of the Applicant.

6. Maximum number of members in a Consortium shall not be more than TWO (2) including the Lead Applicant.

7. In case of the member firms of consortium, each member firm should furnish a Power of Attorney in favor of the Lead Applicant, authorizing the Lead Applicant to submit and sign the Application as per the format given in this RFP (Enclosed)

8. Any change in the composition of Consortium will need a prior approval. Such approval will be at the sole discretion of the Managing Director, Jharkhand State Food Corporation (JSFC).

9. Any work sub-contracted to a partner is the responsibility of the Lead Applicant and Jharkhand State Food Corporation (JSFC) will not be responsible for the work / code of ethic of the contractor

10. The Lead Applicant shall clearly define the role of each member/ Partner and clearly indicate their scope of work/responsibilities and professional relationship between the Consortium members and Partners, if any.

11. The Lead Applicant and Consortium Member both will necessarily have to submit all the required documents as mentioned in the RFP.
3. Schedule of Members participating in the Tender – Lead Applicant/ Consortium Members / Partners

(On the Letter Head of the Applicant / Lead Applicant in case of a Consortium)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name and Address of the Entity</th>
<th>Capacity in the Application (Is the entity – Sole Applicant / Lead Applicant / Consortium Member / Partner)</th>
<th>Specific Responsibility proposed to be executed by the Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Brief Entity profile – Consortium Member

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Consortium Member Particulars</th>
<th>Description or details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Consortium Member</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Legal status of the Entity (company, Pvt. Ltd. etc.)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Main business of the Entity</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Registered office address</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Incorporation/Registration date and number</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>GST registration number</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>PAN details</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Primary Contact Person (Name, Designation, address, mobile number, fax, email)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Secondary Contact Person (Name, Designation, address, mobile number, fax, email)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>EMD Details</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Total Headcount</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Role in Consortium (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>
Tender Ref No-

Certificate of Incorporation/Registration

PAN Card No

GST Registration No

Shareholding of the Applicant, if applicable

List of Directors/Partners

Particulars of the Authorized Signatory of the Consortium Member

  a. Name:
  b. Designation:
  c. Company:
  d. Address:
  e. Telephone/Mobile Number:
  f. E-Mail Address:
  g. Fax Number:
Tender Ref No-

4. Consortium Agreement (Sample)

(On Rs 100 Non-judicial stamp paper duly attested by notary public)

This Consortium Agreement is executed on this......... day of........... Two Thousand and............. by Mr/s...........................................

............[Insert name of Lead Member] a company incorporated under the laws of

............................................. and having its Registered Office at ................. (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and Mr/s. 

........................[Insert name of other Member] a company incorporated under the laws of

............................................. and having its Registered Office at ................. (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of submitting an Application for the Tender as defined in the RFP issued by Jharkhand State Food Corporation

WHEREAS the Party No.1 and Party No.2 are individually referred to as Party and collectively referred to as Parties.

AND WHEREAS Jharkhand State Food Corporation (JSFC) invited Applications for selection of Transporters for providing Transportation & Handling Services of Food Grains to Jharkhand State Food Corporation

AND WHEREAS it is required under the RFP for the Parties to enter into a Consortium Agreement for a common objective of meeting the requirements as stipulated in the RFP.

AND WHEREAS The Parties are interested in jointly submitting the Application for the Project as Consortium Members and in accordance with the terms and conditions of the RFP in respect of the Project.

AND WHEREAS the Application is being submitted by Party No.1 based on this agreement signed by all the parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

i. Definitions and Interpretation

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

ii. Consortium

The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in submitting the Application for the Project.
Tender Ref No-

The Parties hereby undertake to participate in the application process only through this Consortium and not individually and or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

The Parties do hereby further declare and undertake that:

1. Party no. 1 will be the Lead Member of the Consortium and will have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the application process.

2. In consideration of the selection of the Consortium as the Successful Applicant, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s…………………………………………………………………………………………………….. (insert name of the Lead Member), shall act as the Lead Member for self and agent for and on behalf of ……………………………………………………………………………………………………...(the names of the other Member of the Consortium to be filled in here).

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations for the successful implementation of the Tender. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

4. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if Consortium Members fail to perform its /their respective obligations under the Contract, the same shall be deemed to be a default by all the Consortium Members.

5. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Ranchi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

6. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Application and shall remain valid till the execution of the Contract, unless expressly agreed to the contrary by the Jharkhand State Food Corporation. Over the term of the Contract, the provisions of Contract shall apply on the Consortium Members.

7. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Tender.
Tender Ref No-

8. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this agreement except with the prior written consent of the Jharkhand State Food Corporation.

IN WITNESS WHEREOF, the Parties to this Consortium Agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of ........................................  
has been affixed in my/our presence pursuant to Board of  
Director's Resolution dated ..........................

Name ........................................  
Designation ................................. 
Signature ........................................

WITNESS:
I. ........................................
II. ........................................

Common Seal of ........................................  
has been affixed in my/our presence pursuant to Board of  
Director's Resolution dated ..........................

For Lead Member(Party No.-1)  
For and on behalf of M/s  
.................................

(Signature of the authorized representative)

Common Seal of ........................................  
has been affixed in my/our presence pursuant to Board of  
Director's Resolution dated ..........................

For Party No.-2  
For and on behalf of M/s  
.................................

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Tender Ref No-

Name ........................................

Designation .................................

Signature ..................................

(Signature of the authorized representative)

WITNESS:

I. ...........................................

II. ...........................................

Note:

1. For the purpose of executing the Consortium Agreement, the non-judicial stamp papers of Rs 100 value shall be purchased in the name of Consortium.

2. The Consortium Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.