

## **CONFED HARYANA**

### **TENDER NOTICE**

**FOR TRANSPORTATION OF DOORSTEP DELIVERY OF LEVY SUGAR FROM WHOLESALE POINTS OF CONFED TO FAIR PRICE SHOPS**

Sealed tenders on the prescribed tender form are invited from reputed and financially sound transporters for the doorstep delivery of Levy Sugar from Wholesale points of Confed to the Fair Price Shops in all the districts of Haryana against proper weighment from 1.12.2008 to 31.3.2009.

The prescribed tender form containing detailed terms and conditions can be had from District Managers, Confed District offices located at each District headquarters on payment of Rs. 500/- in cash. The sealed tender duly completed with requisite earnest money will be received upto 2.30 PM on 28.11.2008 by Confed District offices which shall be opened by the District Level Committee under the Chairmanship of Deputy Commissioner either on the same day at 3.30 PM or any other day which shall be informed by DM concerned in writing at the time of submission of tender.

For details, please visit 'Tender' Section on our Website [www.confedhry.com](http://www.confedhry.com). The tender notice and tender documents are available on website. In case, tender document is downloaded from website, the tenderer has to deposit the cost of document in the shape of demand draft payable in favour of Confed. The tender shall not be considered without the cost of the tender documents.

Conditional incomplete tender shall not be accepted. Interested parties may remain present at the time of opening of tenders for making negotiation if any. The undersigned reserve the right to cancel/reject all or any tender without assigning any reason thereof.

**ANIL KUMAR, IAS**

The Haryana State Federation of Consumers Cooperative Wholesale Stores Ltd.  
( CONFED) S.C.O. No. 1006-07, Sector-22-B, Chandigarh  
Phone No. 0172-2720107, 2701551, 2701552.

**Tender for transportation work of doorstep delivery of Levy Sugar to the Fair Price Shops for the year 2008-09( 1.12.2008 to 31.3.2009).**

**TENDER FORM**

**TENDER FORM No.**\_\_\_\_\_

**Cost of tender form : Rs. 500/-**

**Date and time of receipt of tender : 28.11.2008 upto 2.30 PM**

**Date and time of opening of tender: 28.11.2008 at 3.30 PM**

Terms and conditions of tender for appointment as loading/unloading/handling and transport contractors for lifting transportation and doorstep delivery of Levy Sugar from Wholesale Point of Confed, at the doorstep of Fair Price Shops falling in the district for the period 1.12.2008 to 31.3.2009.

1) **Definition**

- i) The term 'Contract' shall mean and include invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it
- ii) The term ' Confed' wherever occur shall mean "The Haryana State Federation of Consumers Cooperative Wholesale Stores Ltd." and will include its District Manager and its successor or successors and assigns.
- iii) The term ' Managing Director ' shall means Managing Director Confed. The term District Manager' shall mean District Manager Confed District office concerned under whose administrative jurisdictions the Tenders/Contract will be done.
- iv) The term ' District Level Transport Committee' means committee constituted by the Managing Director Confed for opening the tender after making negotiation and to recommend reasonable and workable rates to Managing Director Confed for final approval under the Chairmanship of Deputy Commissioner. The other members of the Committee are Addl. Deputy Commissioner, SDM, DFSC, DM Confed. The rates will be negotiated with the lowest tenderer i.e. L-I.
- v) The term' Contractors' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be, by District Manager, Confed District office concerned.
- vi) The term ' Services' shall mean the performance of any of the items of work enumerated in the tender, additional and incidental duties, services and operations as may be indicated by the District Manager, Confed District office or District Level Transport Committee or any officer acting on his behalf.
- vii) The term contract ' rates' shall mean the rates of payment accepted and approved by Deputy Commissioner concerned on the recommendation of the District Level Transport Committee and approved by Managing Director Confed..
- viii) The term ' Godown' shall mean and include godowns/Focal Point/Wholesale point of Confed.
- ix) The term ' Levy Sugar' shall mean and include sugar of ISS Grade (Indian Sugar Standard Grade) as suggested by Central Govt. and supplied by Sugar Mill under PDS against allocation issued by State Govt.
- x) The term ' Vehicle' wherever shall mean mechanically driven vehicles such as lorries, truck matador etc. and shall exclude animal driven vehicles.

2) **Objects of work/description of work**

Lifting /loading/unloading/handling /transport and delivery of Levy Sugar against proper and accurate weightment from Confed Wholesale Points located in the District to Fair Price Shops at their doorsteps. The locations shall be given by the District Manager Confed. The transporter shall be required to transport Levy Sugar at the doorsteps of Fair Price Shops and deliver levy sugar to Fair Price

Shops against proper and accurate weighment as per bills issued by Confed, obtain receipt from the Fair Price Shops in token of receipt of Levy Sugar and hand over bills to the concerned Confed office.

3) The tenderers must get themselves fully acquainted with terms and conditions of tender, location, loading/unloading points before submission of tender or rates. Once a tender is submitted, it shall be deemed that tenderers have fully acquainted himself with the terms and conditions, general information.

4) The tenderer shall have to quote single rate per quintal Wholesale/Focal Point wise falling in district as per detail given in the job description. Tenderers are required to quote Wholesale point wise rates for transportation/home delivery/handling/ weighment works contained in the terms and conditions of the tenders as contract for transportation of Levy Sugar under PDS shall be given to the individual/firm/Company who can undertake the entire transportation/handling etc. of Levy sugar after lifting from Wholesale point/godowns of Confed and deliver at the doorsteps of Fair Price Shops in the district as given here under :-

“Transportation/handling (including loading/unloading/weightment/ doorstep delivery) rates of levy sugar from godowns of Confed Wholesale points located at District/Sub Division/Block HQs to the Fair Price Shops of the District”.

5) In case the rates are quoted in a manner other than mentioned above, tenders are liable to be ignored. The tenderers should not incorporate any condition in the tender, as conditional tenders are likely to be ignored.

6) Tender form should be filled neat, clean and should be sent in sealed cover,. There should not be any cutting/overwriting in the tender form

7) **Parties to the contact:-** The parties to the contract are the contractors and Confed represented by District Manager, Confed. Notice or any other action to be taken on behalf of Confed may be taken/given by the District Manager of Confed District office concerned.

8) **Volume of work :-** No definite volume of work to be performed can be guaranteed during the currency of contract. The Confed will also have exclusive right to appoint one or more contractors at any time during the tenure of contract for any or all services. No claim shall lie against the Confed by reason of such division of work.

9) **Information about tenderers:-** The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix - I attached to the form of tender.

10) **Signing of tenders:-** Person or persons signing the tender shall state in what capacity he is or they are signing the tender e.g. as sole proprietor of a firm or as a Secretary/Managing Director etc. of a limited Co. In the case of a partnership firms the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matter participating to the contact. The original or an attested copy of the partnership deed should be furnished alongwith the tender. In case of a limited company, the names of signing the tenders is empowered to do so on behalf of the company. A copy of the

Memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu Undivided family, the names of the family members should be discussed and the karta, who can bind the firm, should sign the tender form and indicate his status below his signature.

The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney his tender shall be rejected by District level Transport Committee. The person/firm/Co./HUF who retained on defaulter/black listed by Govt. or Semi Govt. offices or State procuring agencies including FCI shall not be entitled to submit the tender. Such tender shall be rejected out rightly. The tenderers has to submit affidavit duly attested by Notary to this effect.

The Power of Attorney should be signed by all the parties in the case of partnership concern, by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of a limited concern. In case of Hindu Undivided Family, the Power of Attorney should be signed by the karta who by his signature can bind he family.

11) **Earnest Money** :- Each tender must be accompanied by an earnest money of Rs. 1,00,000/- (Rupees one lac only) in shape of demand draft issued by a scheduled bank in favour of the District Manager Confed. No online cheque shall be accepted. Earnest money in the shape of bank draft shall be accepted only.

Tenders not accompanied by earnest money in the form prescribed above shall be summarily rejected. If any contractor has previously held any contract and furnished security deposit, the same shall not be adjusted as earnest money against the tender.

The earnest money shall be liable to forfeiture if the tenderer after submitting his tender resiles from or modifies his offer. It being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer withdraw before the validity period or tenders failure, after the acceptance of his tender, to furnish the requisite cash security deposit by the due date without prejudice to any other rights and remedies of Confed under the contract and law. **The earnest money will be returned to all unsuccessful tenderers, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money. Negotiation shall be held by Committee with L-I.**

12) **Security deposit** :- The successful tenderer shall furnish security money of Rs. 5.00 lac (Rupees five lac only) within 72 hours of the acceptance of his

tender by the District Level Transport Committee and acceptance of the offer is conveyed by District Manager Confed District office concerned after approval of Managing Director Confed to the tenderers in writing for security deposit.

The security shall be deposited in favour of the District Manager, Confed District office concerned, in the form of demand draft/pay order of scheduled banks. Beside cash security, transport contractor shall provide two tangible sureties of Rs. 5.00 lac each to the District Manager, Confed District office concerned.

The security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender and Confed will not be liable for payment of any interest on the security deposit or any depreciation thereof. The security money shall be refunded after satisfactory completion of tender and getting No Dues Report.

The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filled or registered with the public District office.

**If the successful tender has previously held any contract and furnished security deposit, the same shall not be adjusted against the tender and fresh security deposit will be required to be furnished within specified time as stated above.**

13) **Documents attached to tender** :- Attested copies of partnership deed and power of attorney must be submitted by the tenderer alongwith the tender After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney within 3 days of the acceptance of tender, failing which Confed will be entitled to cancel the contract at the risk and cost of tenderer and forfeit earnest money and security deposited by him.

**The tenderers should submit tender in sealed Envelopes/cover in tact, duly filed in, complete and signed on each page of tender form**

Tenderers not accompanied by all the schedules/appendix intact, and duly filed in and signed may be ignored/rejected by District level transport Committee.

14) **Delivery of tender:-** The tender shall be submitted in a separate sealed envelopes being clearly subscribed as "**Tender for transportation work of doorstep delivery of Levy Sugar for the period 1.12.2008 to 31.3.2009 of Confed District office \_\_\_\_\_**". Tenderers which do not comply with this instructions shall be summarily rejected.

All credentials, documents and copies of certificate/information called for would be submitted and enclosed with the tender.

15) **Opening of Tender** :- The tenders will be opened by the District Level Transport Committee at the time and on the date indicated in tender form. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of tender. Tender shall be opened first on the due date and time specified in the presence of the tenderer or their authorized representative who will remain present.

However, if due to some unavoidable reasons the tender can not be opened as per fixed schedule, time and date of opening of tender shall be intimated to tenderers

by District Manager Confed in consultation with the District level Committee at the time of submission of the tender. The tender shall remain valid for acceptance upto and including of 90 days from the date of opening of tender or to the extension of said date for further 60 days in case, it is decided by Deputy Commissioner concerned. In case any tenderers withdraw the tender before the validity period, the earnest money deposited shall be forfeited without giving any notice.

16) **Scrutiny of the tenders** :- Scrutiny of tender shall be done by District Level Transport Committee or District Manager, Confed District office concerned, in consultation with District Level Transport Committee. Necessary clarification required by them shall be furnished to the tenderers during the opening of tenders.

It should be clearly understood by the tenderer that no opportunity shall be given to them to modify or withdraw tender at a stage when the rates are known to all tenderer.

District Manager, Confed District office concerned shall prepare all proceedings of the finalization of the tender in writing get the same duly signed from all member of Committee and keep the same in safe custody with SO Confed.

17) **Corrupt practices** :- Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the Confed/Committee shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part on behalf of the tenderer will also made his tender liable to rejection.

18) **Acceptance of tenders** :- District level transport Committee for and on behalf of the Confed reserves the right to reject any or all tenders without assigning any reason and Committee reserve the right to accept the tender. Final recommendation of transportation rates shall be given by the Deputy Commissioner on the report of District level transport Committee. After final acceptance of tender by the Committee no request for further increase of rate shall be entertained. The successful tenderer will be advised of the acceptance of his tender by a letter or formal Acceptance of Tender by District Manager, Confed District office concerned after the receipt of approval of Managing Director Confed by DM Confed concerned.

19. In case the lowest tenderers fails to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by District Manager, Confed District office concerned, the earnest money/security deposit shall be forfeited without any further notice and District level transport Committee shall consider to award the contact to the next lowest party. In case the second or third party also does not undertake the work then District Level Transport Committee shall consider to invite fresh tenders.

No definite volume of work to be performed can be granted during the currency of the contract.

The tenderers must furnish full precise and accurate details in respect of information asked for in the tender form

20) **Subletting**:- The contractors shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractors contravening the conditions the Confed shall be entitled to place the contract elsewhere on the contractors account and at their risk and the contractors shall be liable for any loss or damage which the Confed may sustain in consequence or arising out of such replacing of the contract. His security shall also be forfeited and he will be black listed.

21) **Liability of contractor** :- All persons employed by the contractor shall be engaged by them as their own employees/workers in all respects and the responsibility under the labour laws like Factories Act or Workmen Compensation Act or Employees Provident Fund Act or ESI, health, Payment of Wages Act or Contract labour (Regulation and Abolition Act 1970 or any other similar enactments in respect of all such personal shall be that of the contractors.

22) **Deduction of Income Tax or any other tax** :- Deduction of Income Tax or any other tax and surcharge if any applicable shall be made at source as per law in force by District Manager, Confed District office concerned.

23) **Bribes Commission corrupt gift etc.** :- Any bribe, commission, gift or advantage given promised offered by or on behalf of the contractors or any one of more of their partners/Directors/Agents or servant or any one else on their behalf to any officer/official, of Confed Committee or any person on his or their behalf for showing or for bearing favour of disfavoured to any person in relation to the contract, shall subject the contractors to the cancellation of this contract or any other contract with Confed and also to payment of any loss or damage resulting from such cancellation.

24) **Period of Contract** :- The contract shall remain enforce for a period one year i.e. 1.12.2008 to 31.3.2009 whichever is earlier or such date as may be decided by the District Level Transport Committee.

- i) District Level Transport Committee is at his sole discretion can extend the period of contract by another three months further beyond the original contract period on the same rates, terms and conditions and contractor has to work accordingly.
- ii) To terminate the contract at any time during its currency in case of any default/violation of terms and condition of tender of transportation of Transport Committee without assigning any reason the contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The notice for termination of the contract shall be given to the contractors in writing by District Manager, Confed District office concerned.

The action of Confed under this clause shall be final conclusive and binding on the contractor and shall not be called into question.

25) **Summary Termination** :-

- a) In the event of the contracts having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, District level transport Committee shall be at liberty to terminate the contract without prejudice or any other rights or remedies under the contract and to get the work done for the un-expired period of contract at the risk and cost of the contractors and to claim from the contractors entire loss sustained or costs incurred. In case any FIR is lodged against the contractor on account of diversion or misappropriation of Levy Sugar or mis

handling or wrong transportation or wrong delivery to the Fair Price Shops, District level Transport Committee is competent to terminate the contract and to forfeit the security money. Other action for recovery shall also be taken.

- b) District Level Transport Committee shall also have, without prejudice to other rights remedies the right, in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and or forfeit the security deposit or any part thereof. The damages, losses charges, expenses or costs that may be suffered or incurred by the Confed due to contractors, negligence or his workman during performance of the services under the contract shall be recovered from the security/due payment of contractor or otherwise.
- c) The contractors shall be responsible to supply adequate and sufficient labour, scales/trucks/any other transport vehicle for loading/unloading transport and carrying out any other services like weighment (weighment scale with weights) under the contract in accordance with the instructions issued by the District Manager Confed concerned or any officer acting on his behalf. If, the contractors fails to supply the requisite number of labour, weighment scales and truck the District Level Transport Committee shall at his entire discretion without terminating the contract be at liberty to engage other labour/ weighment scales/ trucks etc at the risk and cost of contactors who shall be liable to make the loss good to the District Manager, Confed District office concerned and all additional charges, expenses, cost or losses that the Confed may incur or suffer thereby. The contractor shall not however, be entitled to any gain resulting from instrument of the work of another party. The decision of District level transport Committee shall be final and binding on the contractors.

26) **Security deposit**

- a) The contractor shall deposit security within 72 hours of the acceptance of their tender, after receipt of letter from District Manager, Confed District office concerned. District Manager, Confed District office concerned shall issue letter after receipt of final approval from Managing Director. Security amount will be deposited as prescribed in the invitation to tender given at para 12 failing which contract will be cancelled and the earnest money shall be forfeited.
- b) The security deposit will be refunded to the contractors on satisfactory performance of the services and on completion of all obligations by the contractors under the terms of the contract and on submission of a No Dues Certificate, subject to such deduction from the security as may be necessary for making up of the Confed claims against the contract.
- c) In the event of termination of the contract envisaged in Clause 25, the Confed shall have the right to forfeit the entire amount of security deposit of the contractor or claim for any damage, loss, charges, expenses or costs that may be suffered or incurred by the Confed.
- d) The decision of the District level transport Committee or District Manager, Confed District office concerned in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors
- e) In the event of the security being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable as the case may be shall be deducted from any sum due or which at any time thereafter may become due to the contractors under this or any other contact with the Confed. If that sum also be not sufficient to recover the full amount recoverable, the contractors shall pay to the Confed on demand the remaining balance due amount.
- f) Whenever the security deposit falls short of the specified amount the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

27) **Liability of contractors for losses etc. suffered by Confed.**

- a) The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by Confed due to the contractor negligence and un workman like performance of any services under this contract for breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages or losses caused to the Confed due to any act whether negligent or otherwise of the contractors themselves or their contractors and their liability for

the losses etc. suffered by Confed concerned shall be final binding on the contractors.

- b) The contractors shall always be bound to act with reasonable diligence and in business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- c) The contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from loading point until they have been unloaded from their trucks at doorstep of fair price shops so as to avoid any loss. Contractor shall be liable to make good the value of any loss, shortages or damage during transit. District Manager, Confed District office concerned will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractors for such loss and the amount to be recovered from them. The decision of the District Manager, Confed District office concerned in this regard shall be final and binding on the contractors.
- d) The contractors shall provide sufficient number of tarpaulins for each truck/any other transport vehicle to cover the bags of Levy Sugar and shall be responsible, if the Levy sugar is damaged by rain or any other any other way due to the contractors failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager, Confed District office concerned in this matter shall be final and binding on the contractors. The contractors shall be liable for any loss which Confed may suffer due to the negligency of the contractor.
- e) The contractor shall strictly abide by all rules and regulations of Transport /Police/Municipal Authorities /District Administration and other Govt. regulations
- f) The contractor will have to execute all the work to the full satisfaction of District Manager, Confed District office and obey directions for proper execution contract or for speedy and careful handling.
- g) The successful tenderer/contractor is bound to lift and transport the Levy sugar on day to day basis within specified period as per direction of District Manager, Confed District office concerned. In case he fails to do so and Levy sugar is lifted by engaging any other mode, the extra expenditure payable by Confed District office shall be recovered from defaulting contractor. Since the transportation of Levy Sugar under PDS. The time bound transportation and home delivery of Levy Sugar is to be ensured by the contractors.
- h) The person/firm company who can undertake the transportation of Levy sugar and allied material under all the above mentioned schemes and having sufficient fleet of vehicles in their own name or arrange vehicles on hire lease basis to carry on the business of transportation can only participate in the tender. He will submit photo copy of RC original for verification of vehicles owned or to be hired or lease out by contractor. DM Confed shall be at liberty to check the authenticity of vehicles owned by contractor.
- i) Contractor should provide adequate number of vehicles to DM Confed concerned or any other officer on his behalf from time to time for regular supplies. The contractor will lift Levy sugar after verifying of quality and weight of commodity and will be responsible for delivery of quality commodities in correct weight. If any sub standard levy sugar or wet sugar or sugar with moisture contents is lifted from Wholesale Point of Confed and delivered to the Fair Price Shops, contractor will be responsible for consequences and losses.
- j) In case the contractor fails to provide the adequate number of vehicles to the DM at any given time for transportation of Levy sugar District Manager, Confed District office concerned shall be competent to hire and arrange transportation from other sources at the entire risk and cost of the transport contractor by giving a prior notice to the contractors being time bound programme to ensure supplies of doorstep delivery of levy sugar by District Manager, Confed District office concerned.
- l) In case any dispute arises in respect of interpretation of any clause of the agreement, the same can be resolved by mutual discussion between the contractor and Confed the matter will be referred to the District Level Transport Committee by either party whose decision will be final and binding on both the parties.
- m) In case of dispute between Contractor and DM Confed still persist and not resolved the matter will be referred to Managing Director Confed whose decision

shall be final conclusive and binding on both the parties and shall not be called into question. Similarly for the recovery of amount of losses caused to the Federation by the contractor due to misappropriation or diversion of Levy Sugar, the matter shall be referred to Managing Director Confed for Arbitration proceedings. Managing Director Confed can hear arbitration case himself or can appoint any officer of Confed or other Govt./Semi Govt. department as an Arbitrator to hear the such reference and decision of the Arbitrator shall be final and binding on both the parties to the contract. Matter to the Arbitrator can be referred by Confed within 3 years from the date of cause of action.

- n) The transport contractor shall ensure that the stocks which are lifted from Wholesale point /Focal point of Confed and transported/delivered at the doorstep of fair price shops in the District, within reasonable period to the satisfaction of District Manager, Confed District office concerned. The contractor shall be responsible to supply Levy Sugar at the doorstep of fair price shops, within 12 hours. In case of any deviation of above stocks Confed shall take criminal action against the contractor. Besides recovery the cost of such material at market rates, which are higher alongwith interest. He shall be responsible for deviation if any made by him or his employee. District Manager Confed concerned shall initiate criminal, civil and other proceeding to recover the cost of Levy sugar at market rate. Besides this FIR shall also be lodged. If any criminal proceedings are started against the contractor or the police arrest the contractor, Confed shall be competent to terminate the contract and forfeit his security. The transportation work for the remaining period shall be got done from other sources without giving any notice.
- o) State Govt. instructions issued from time to time either by Managing Director Confed Director Food & Supplies Haryana or District Food & Supplies Controller/District Manager, Confed District office concerned District with reference to lifting, transportation and doorstep delivery of levy sugar, shall also be applicable apart from specific terms agreed by the parties.

28) **Payment**

- a) Payment shall be made by the District Manager, Confed District office concerned on submission of bills not later than 7<sup>th</sup> of next month duly supported and verified by concerned officers/officials of Confed or an officer acting on his behalf as the case maybe
- b) The contractors should submit all their bills not later than 5<sup>th</sup> of next month, failing which Confed will not be responsible for any delay in payment.
- c) Payment to the contractors shall be made by District Manager, Confed District office concerned at the rates approved by Managing Director Confed on the recommendation of the District Transport Committee.

29) **Laws governing the contract**

The contract will be governed by the Laws of India for the time being in force.

In case of any dispute/ recoveries, not resolved /recovered at District level matter will be referred to Managing Director Confed whose decision shall be final and binding.

In case of any dispute arise between the contractor and DM concerned the matter will be referred to Managing Director Confed or to any other officer appointed by him on his behalf for adjudicating the matter of dispute under the provision of Arbitration Act 1996 and his decision shall be final and binding on both the parties.

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**Appendix – I**

TENDER FORM No. \_\_\_\_\_

Cost of tender form : Rs. 500/-  
Date and time of receipt of tender : 28.11.2008 upto 2.30 PM  
Date and time of opening of tender: 28.11.2008 at 3.30 PM

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

District Manager,  
Confed District office

\_\_\_\_\_

1. I/We hereby submit sealed tender for appointment as contractor for lifting, transportation, loading,unloading, handling delivery of Levy sugar against proper and accurate weighment from wholesale point /focal point of Confed to Fair Price Shops falling in the District. I quote the following rates for the period 1.12.2008 to 31.3.2009 .

2. I/We have thoroughly examined and understood terms and conditions and instructions to the tender given in the tender form and I/We agree to abide by them and accept them in toto. I/we offer the following rates :-

“Transportation/handling (including loading/unloading/weightment/ doorstep delivery) rates of levy sugar from godowns of Confed Wholesale points located at District/Sub Division/Block HQs to the Fair Price Shops of the District”.

| Sr. No. | Name of wholesale/Focal Point | Rate ( in Rs. per qtl.) |
|---------|-------------------------------|-------------------------|
|         |                               |                         |
|         |                               |                         |
|         |                               |                         |
|         |                               |                         |

3. I agree to keep the offer open for acceptance upto and inclusive of 90 days from the date of opening of the tender, or to the extension of said date for further 60 days in case it is so decided by the Deputy Commissioner concerned.

4. Demand draft No. \_\_\_\_\_ dated \_\_\_\_ on \_\_\_\_\_ (Name of scheduled bank) for Rs. 1.00lac (Rupees one lac only) is enclosed as earnest money. In the event of my/our tender being accepted . I/We agree to further deposit of cash security as given in terms and condition.

5. I/We do hereby declare that the entries made in the tender are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose.

6. I We/ hereby declare that I/We have our own vehicles or arrange vehicle on hire basis /lease out basis etc. to carry on the business of the transportation, the details of vehicles proposed to be used for transportation of stocks is given below :-

| Type of vehicle | Capacity | Registration No. | Name of the owner and address |
|-----------------|----------|------------------|-------------------------------|
|                 |          |                  |                               |
|                 |          |                  |                               |

7. The particulars of my/our bankers are as under :-

Name of Bank  
Address  
Telephone /Mobile No.  
Type of Account  
Account No.

8. My/our income Tax PAN No. is \_\_\_\_\_
9. I/We hereby declare that
- i) I/We/our firm/company is never blacklisted by Confed/FCI/Govt./any other public Sector organization/any other client
  - ii) Our contract was never terminated before expiry of contract or security/earnest money forfeited by Confed/FCI/Govt./any other public sector organization/any other client
  - iii) Any proprietor/partner/Directors as applicable has never been prosecuted by any judicial court for any criminal breach of trust.
  - iv) In case of partnership firm all the partner alongwith partnership deed be agreed to enter into contract in the name of their firm.
  - v) That I/We shall not sublet the transportation contract to any other person/firm
10. The following documents are enclosed with this tender duly filled in and signed.
- a)
  - b)
  - c)
  - d)

11. I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false Confed shall have the right to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with Confed or any other agency without giving any notice. I/ We shall be bound by the any of my/our duly constituted attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose.

Yours faithfully,

Signature of tenderer  
(capacity in which signing)  
Name:  
Address  
Date

Signature of constituted attorney  
Name date of birth  
Address of attorney

Signature of witness with date  
Name and address of witness

Note :-

1. The blacklisted firms/partners/persons by the Govt./Govt. Undertaking shall not be eligible to participate in the tender
2. The firms/parties whose security/earnest money was ever forfeited by any department of the Govt. or its public undertakings or Confed shall not be eligible to participate in the tender. The District level Committee shall have the right not to allow or to consider the tender submitted by a firm/party/person having a dispute with any Govt. Department or its public undertakings or Confed in order to safeguard the interest of the Confed.
3. The tenderer shall have to quote single rate Wholesale point wise falling in District for transportation and doorstep delivery of levy sugar.