

CONFED HARYANA

TENDER NOTICE FOR TRANSPORTATION OF DOORSTEP DELIVERY OF FOODGRAINS/LEVY SUGAR/LPG CYLINDERS

Sealed tenders on the prescribed tender form are invited from reputed and financially sound transporters preferably doing same business in Districts for the period from 1.4.2012 to 31.3.2013 for the transportation of:-

- 1) Doorstep delivery of Foodgrains, Levy Sugar or any other consumer items to Fair price Shops under TPDS or other Welfare scheme in Sub Divisions falling in Districts Ambala, Bhiwani, Faridabad, Fatehabad, Jind, Hisar, Gurgaon, Kaithal, Karnal Kurukshetra, Mewat, Narnaul, Palwal, Panipat, Panchkula Rewari, Rohtak, Jhajjar, Sirsa, Sonapat and Yamunanagar from FCI/Agency/Confed godowns.
- 2) Doorstep delivery of foodgrains to Schools under MDM or any other Welfare scheme in all the District and Anganwari centres under SNP scheme in the sub division in District Ambala, Faridabad, Gurgaon, Kaithal, Karnal, Kurukshetra, Narnaul, Palwal, Panipat, Panchkula Rewari, Rohtak, Jhajjar, Sonapat and Yamunanagar from FCI/Agency/Confed godowns.
- 3) Transportation of Levy Sugar from sugar mill situated in District to various Confed wholesale points in the State.
- 4) Home delivery of LPG cylinders to consumers from Confed Gas agency/godown at Bahadurgarh, Jind, Jagadhari, Raipur Rani, Shahabad and Yamunanagar.

The prescribed tender form containing detailed terms and conditions can be had from District Manager, Confed District offices located at above District headquarters on payment of Rs 1000/- in cash. The sealed tender duly completed with requisite earnest money will be received upto 12.30 PM on 27.2.2012 by Confed District offices which shall be opened by the District level Transport Committee under the Chairmanship of Deputy Commissioner either on the same day at 3.00 PM or any other day which shall be informed by District Manager, Confed District office concerned in writing at the time of submission of tender. Tenderer shall be required to quote separate rates of Sub Division wise falling in the District. Separate tender should be submitted by the tenderer for each Sub Division falling in the District. No tenderer is allowed to put up the rates of group A & B simultaneously.

For details, please visit 'Tender' Section on our Website 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 Rs. 1000/- in the shape of demand draft payable in favour of concerned District Manager of Confed. The tender shall not be considered without the cost of the tender documents. Conditional and incomplete tender shall not be accepted. Interested parties may remain present at the time of opening of tender for making negotiation if any. The undersigned reserve the right to cancel/reject all or any tender without assigning any reason thereof.

ARUN GUPTA, IAS
Managing Director
The Haryana State Federation of
Consumers Cooperative Wholesale
Stores Ltd.(CONFED) SCO.No.1006-07,
Sector-22-B, Chandigarh.
Phone No. 0172-2706590, 2701551,

TENDER FORM No._____

Cost of tender form : Rs. 1000/-

Date and time of receipt of tender :

27.02.2012 at 12.30 PM

Date and time of opening of tender:

27.02.2012 at 3.00 PM

Tender for transportation work for the year 2012-13.

Terms and conditions of tender for appointment as contractor for loading/unloading/handling and transport etc., for lifting transporting and doorstep delivery of foodgrains under TPDS/MDM/SNP scheme, Pilot Project, levy sugar/Home delivery of LPG at the residence of registered consumers or any other welfare schemes, if any, to be undertaken by Confed from the godowns of FCI/State procuring Agencies at the doorstep of Fair Price Shops and various schools/Anganwaris situated in Sub Division, falling in the District at the rates quoted below for the period 1.4.2012 to 31.3.2013. Transportation of levy sugar after lifting from sugar Mills situated in the District to Focal points/Wholesale points of Confed located at block level/Sub Divisional Level in the State of Haryana.

1) Definition

- i) The term 'Contract' shall mean and include the 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. In case of delivery of LPG cylinder SDM concerned will also be member. The rates will be negotiated with the lowest tenderer i.e. L-I.
- v) The term tenderer shall mean and include the person and persons, firm or Company who have read and understood the terms and condition of tender. Fair Price Shops owners or his family are not eligible to participate in the tender.
- vi) 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.
- vii) 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.
- viii) The term contract ' rates' shall mean the rates of payment accepted by the Deputy Commissioner concerned on the recommendation of the District level Transport Committee and approved by Managing Director Confed.
 - iv) The term ' Godown' shall mean and include depots, godowns belonging to or in occupation of FCI/State procuring Agencies/Confed or any other office of Govt./Boards/Corporations/Institutions within the District or outside the District for storage of foodgrains.
 - x) The term ' Foodgrains' shall mean and include foodgrains, products of all foodgrains sugar etc.
 - xi) 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 delivering of foodgrains etc. (Wheat and rice) to all Fair Price Shops directly after lifting the same from FCI godowns/godowns of other State procuring Agencies including lifting, loading/unloading/handling under AAY/BPL/APL scheme, and pilot project or any other welfare scheme.

Lifting /loading/unloading/handling transport and delivering of foodgrains etc (wheat and rice) and other foodgrains to various schools/Anganwari centres in the district directly after lifting the same from FCI godown and godowns of State procuring agencies under MDM /SNP Schemes . **Contractor will ensure storage of such foodgrains which is not delivered to Schools/Anganwari centres till its delivery. This stock will be kept in joint custody. Also ensure the delivery of balance stocks in the first week of next month.**

Contractor shall have to make own arrangement for giving supplies of foodgrains, levy sugar to FPS, Schools and Anganwari centres **on 100 % weighment** and obtain receipt from the FPS holders/School Master/Incharge Anganwari centres on the bill/challan issued by the Confed employees. He will make entries in the stock register of FPS holders in case Confed employees does not accompany the trucks/vehicles. The contractor shall give the delivery to the authorized FPS holders /School/Aganwari centres at authorized places as the case may be for which he will be sole responsible.

Transportation of levy sugar from sugar mills to various Confed focal points/wholesale points located at Sub Division in the State. The stocks of levy sugar shall be lifted from sugar mill where sugar mill exist and will be transported to specified Confed focal points/wholesale points in the entire State of Haryana located at District headquarters and Sub Division.

Home delivery of LPG cylinders at the residence of registered consumers within the City and surrounding areas as per instructions/policy guidelines of oil company/local Administration/State Govt. The home delivery rates should be quoted for local consumers

registered with Confed Gas Agency at _____ and separate rates should be quoted for home delivery of LPG cylinders in the rural areas or within a radius of 15 KM. The locations shall be given by the District Managers.

3) The tenderers must get themselves full 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 for the Sub Division wise falling in district for each group "A" "B" "C" & "D" separately. Tenderers are required to quote group wise & Sub Division wise rates for the works/transportation works contained in the terms and conditions of the tenders as contract for transportation of foodgrains under TPDS, AAY and MDM, SNP scheme, Pilot Project separately and such other welfare schemes shall be given to the individual/firm/Company who can undertake the entire transportation of foodgrains after lifting from godowns of State procuring agencies/FCI directly at the doorstep of fair price shops, primary schools and Anganwari centres falling in Sub Division in the district as given here under. **No tenderer is allowed to put up the rates of group A & B simultaneously.**

Sr. No.	Description
Group "A"	i) Transportation rates from the godowns situated within District upto Fair Price Shops in Sub Division falling in the District
	ii) Transportation rates from the godown situated outside the district upto Fair Price Shops in Sub Division falling in District
Group "B"	i) Transportation rates from the godown situated within district upto Schools/Anganwari centres in sub division following in the district
	ii) Transportation rates from the godown situated outside district upto Schools/Anganwari centres in sub division following in the district
Group "C"	Transportation rates of home delivery of LPG cylinders to the residence of registered consumers:- In urban Area In Rural Area
Group "D"	Transportation rate of levy sugar from sugar mill where sugar mills exists / situated /located to focal points/wholesale points in the State.

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 Un divided 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 in form of a demand draft issued by a scheduled bank in favour of the District Manager Confed _____ as per detail given below :- (No online cheque shall be accepted).

Commodity to be transported	Amount of earnest money
Foodgrains/wheat/levy sugar or any other articles under TPDS//AAY Scheme	Rs. 3,00,000/-
Foodgrains (wheat & rice or any other articles under MDMS/SNP scheme/Pilot project or any other Welfare scheme	Rs. 1,50,000
LPG cylinders	Rs. 1,00,000/-
Levy sugar (from Mills to focal points)	Rs. 50,000/-

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 forfeit 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 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. District Manager, Confed District office concerned will work out Sub Division wise the amount of cash security to be taken from the successful tenderers. He will mention the amount of security in the form of appendix-II with the tender form at the time of issue of tender form to the parties. Appendix-II will be issued by concerned DM which will be duly signed by him as explained below.

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 Security money will be calculated @ 10% by the District Manager in view of Sub Division wise average monthly lifting of foodgrains at market rate during the year 2010-11 and 2011-12 under TPDS, AAY and MDMS, SNP scheme and Pilot project which ever is higher. Beside cash, security transport contractor shall provide two tangible sureties of Rs. 10.00 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 Certificate

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 **PAN No. and TAN No.** alongwith 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. Contractor will also submit the proof of confirmed ownership of vehicles of atleast two vehicles .

The tenderers should submit tender in sealed Envelopes/cover in fact, 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 tenderers shall be submitted in a separate sealed envelopes being clearly subscribed as "Tender for transportation work for the year ____ 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 as per tender paper.

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 place transportation rates of last three years before the District level transport Committee of the District as well as of adjoining districts, so that Committee may keep these rates in view while considering the tenders.

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 form 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. District Manager Confed will place last three years rates before the Committee as well as of adjoining District so that before final recommendation Committee may also look into these rates. 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 ay officer/official, of Confed Committee or any person on his or their behalf for showing or for bearing favour of disfavour to any person in relation to the contract, shall subject the contractors to the conciliation of this contract or any other contract with Confed and also to payment t of any loss or damage resulting from such cancellation.

24) **Period of Contract** :- The contract shall remain enforce for a period of one year i.e. 1.4.2012 to 31.3.2013 whichever is earlier or such date as may be decided by the District level Transport Committee.

- i) District Level Transport Committee is at its sole discretion in exigency and emergency, can extend the period of contract further beyond the original contract period to be recommended by DLTC and decided by MD Confed. The 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 know 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 and to forfeit cash security 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, DM Confed with the prior approval of Deputy Commissioner 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 foodgrains or mis handling or wrong transportation to the Fair Price Shops, Schools, Anganwari centres, LPG consumers and transportation of sugar at Confed focal point in the State of Haryana, DM Confed with prior approval of Deputy Commissioner is competent to terminate the contract and to forfeit the security money. Other action for recovery shall also be taken.
- b) Confed 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 for the sum of sums due for any damages, losses charges, expenses or costs that may be suffered or incurred by the Confed due to contractors negligence or un workman like performance of any of the services under the contract.
- c) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading/unloading transport and carrying out any other services 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/.scales and trucks/carts, the contractors fails to supply the requisite number of labour scales and truck carts the Confed shall at his entire discretion without terminating the contract be at liberty to engage other labour scales trucks carts etc at the risk and cost of contactors who shall be liable to make the loss good to Confed. All additional charges, expenses, cost or losses that the Confed may incur or suffer thereby will be borne by defaulting contractor. The contractor shall not however, be entitled to any gain resulting from instrument of the

work of another party. The decision of Confed shall be final and binding on the contractor.

- d) If any contractor undertakes transportation any vehicle not permitted under motor vehicle act for transportation of foodgrains work etc. Confed is competent to terminate the contract or forfeit the security money. Other action for recovery shall also be taken.

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 contract 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 unworkman 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 incurrance 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 and Anganwari centres, Schools/focal points/wholesale points., godown/doorsteps of consumers in case of LPG 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 foodgrains etc. and shall be responsible, if the foodgrains etc. are 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 foodgrains, sugar and LPG cylinder 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 foodgrains, sugar, LPG cylinders are lifted by engaging any other mode, the extra expenditure payable by Confed District office shall be recovered from defaulting contractor. Since the transportation of foodgrains under TPDS, AAY, MDM, SNP scheme and pilot project are highly subsidized therefore time bound transportation is to be ensured by the contractors.
- h) The person/firm company having business in the same district preferably can undertake the transportation of foodgrains and allied material under all the above mentioned schemes and having sufficient fleet of vehicles in their own name i.e. at least ownership of five vehicles and an agreement with truck union to 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 of atleast two vehicles in original for verification of vehicles owned by contractor. DM Confed shall be at liberty to check the authenticity of vehicles owned by contractor.

In the coming days Govt. may install GPRS system in the vehicles . The contractor should give the copy of RC of such vehicles on which GPRS system may be installed. He will be responsible to ensure that GPRS system remained in working failing which penalty will be imposed as per terms and conditions of the agreement. Electronic weighing machine shall also be provided by the contractor in the vehicles during supply of foodgrains

- 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 foodgrains/LPG cylinder/Levy Sugar after verifying of quality and weight of commodity and will be responsible for delivery of quality commodities in correct weight.
- j) The contractor who does not quote group wise transportation rates shall not be eligible to participate in the tender.
- k) In case the contractor fails to provide the adequate number of vehicles to the DM at any given time for transportation of foodgrains/levy sugar/LPG cylinders the 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 foodgrains levy sugar and LPG cylinders by District Manager, Confed District office concerned.
- l) In case he failed to lift the foodgrains against the Release order within its validity He will be liable to pay the amount of storage charges and interest etc. paid to FCI for extension of RO alongwith penalty of Rs. 5000/-
- m) 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 Confed Head office by either party whose decision will be final and binding on both the parties.
- n) 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 foodgrains, levy sugar, LPG cylinders (filled or empty) by him, 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.
- o) The transport contractor shall ensure that the stocks which are lifted from FCI godowns/ godowns of State procuring agencies/sugar mills godown of LPG cylinders are transported and delivered at the doorstep of fair price shops various Anganwari centres schools in the District, focal point and at the doorstep of the LPG consumers both in the Urban and Rural Areas within reasonable period to the satisfaction of District Manager, Confed District office concerned. The contractor shall be responsible to supply foodgrains, at the doorstep of fair price shops, Schools i.e. Confed focal point and LPG cylinder to registered consumers of gas agency of Confed. 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/FCI rate, 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 foodgrains at market rate, sugar at market rate and LPG cylinder 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.

- p) 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 and transportation of levy sugar, LPG cylinder or foodgrains 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 7th 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 5th 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..

Appendix -I

TENDER FORM No. _____

Cost of tender form : Rs. 1000/-

Date and time of receipt of tender :

27.02.2012 at 12.30 PM

Date and time of opening of tender:

27.02.2012 at 3.00 PM

From

To

District Manager,
Confed District office

1. I/We hereby submit sealed tender for appointment as loading/unloading/handling and transport etc. contractors for lifting, transporting and delivering the foodgrains (Wheat Rice or other foodgrains) under TPDS/MDM/Pilot Project or any other Welfare schemes, if any to be undertaken by Confed from the godowns of FCI/State Procuring Agencies of the State at the doorstep of Fair Price Shops or various Schools situated in the Sub Divisional level of district i.e. _____ at the rates quoted below for the period 1.4.2012 to 31.3.2013.

2. Lifting and transportation of levy sugar from sugar Mill situated in concerned District and further its transportation to Confed Focal points/wholesale points in the State located at Sub Divisional level in the State of Haryana.

3. 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

Sr. No.	Description	Rates (per quintal) (Rs.)
Group "A"	Transportation rates from the godowns situated within District upto Fair Price Shops in Sub Division falling in the District	
	Transportation rates from the godown situated outside the district upto Fair Price Shops in Sub Division falling in District	
Group "B"	Transportation rates from the godown situated within district upto Schools/Anganwari centres in sub division following in the district	
	Transportation rates from the godown situated outside district upto Schools/Anganwari centres in sub division following in the district	
Group "C"	Transportation rates of home delivery of LPG cylinders to the residence of registered consumers:- In urban Area In Rural Area	

Group "D"	Transportation rate of levy sugar from sugar mill where sugar mill exist / situated /located to focal points/wholesale points in the State.	
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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. _____(Rupees _____ 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 and have an agreement with truck union /transporter to 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 _____
TAN No. _____

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.
- vi) That I/We doing business in the district and having ownership of five vehicles.

10. The following documents are enclosed with this tender duly filled in and signed.

- a)

- b)
- c)
- d)
- e)
- f)

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 Sub Division wise falling in District for all the schemes except home delivery of LPG cylinders and transportation of levy sugar for which a separate rate shall be quoted.
4. Preference will be given to the tenderer who quote separate rate of Sub Division falling in the District. Separate tender form should be submitted by the tenderer for each Sub Division falling in the District. No tenderer is allowed to put up the rates of group A & B simultaneously.