



**TENDER NOTICE FOR HANDLING (HAMMALI WORK) & TRANSPORTATION OF
WHEAT PURCHASE UNDER Minimum Support Price (MSP) 2023-24**

NAFED invites Tender from experienced and capable contractors to apply for Handling (Hammali Work) & Transportation Work of Wheat purchase under MSP 2023-24, at following Purchase centres

<u>S.No</u>	<u>District</u>	<u>Name of Centre</u>
1	Sri Ganganagar	Mirzewala
2	Sri Ganganagar	Kenchiyan
3	Hanumangarh	Norangdesar
4	Hanumangarh	Ranjitpura
5	Churu	Rajgarh/Sadulpur
6	Kota	Sarola

The last date to apply is 08.05.2023 up to **03:00 PM**.

Details may be seen in the tender document available at our official website www.nafed-india.com/tenders.

STATE HEAD

भारतीय राष्ट्रीय कृषि सहकारी विपणन संघमर्यादित (नेफेड)

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

3rd Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, JAIPUR-302001

**Tel: 91-141-2740796, 2740145, GST NO.08AAAAAN4629F1Z0 E-mail : nafjpr@nafed-india.com Website:
www.nafed-india.com; Twitter: @nafedindia**

TENDER FORM

FOR

HANDLING & TRANSPORTATION AGENTS

**NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INDIA
LTD.**

(NAFED)

PART – A

TECHNICAL BID

TENDER No .NAF/WHEAT/2023-24/

Price of Tender Document Rs. 1000/- +18% GST

1-	Download of Tender Form Date	:-	From 10:00 AM on 05/05/2023
2-	Submission of EMD / Fees (as below)	:-	
i)	EMD as applicable	:-	Till 008.05.2023 up to 03.00 PM
ii)	Tender document Fee (with GST) Rs. 1180/-	:-	Till 08.05.2023 up to 003.00 PM
3-	Last date and time of depositing the tender	:-	Till 08.05.2023 up to 03.00 PM
4-	Date & Time of opening of Tender	:-	
i)	Technical Bid	:-	On 08.05.2023 at 04.00 PM
ii)	Financial Bid	:-	To be notified later on, to successful bidders of technical bids only
5-	Earnest Money to be submitted with Tender	:-	As Per ANNEXURE – “B”
6-	Approximate value of work	:-	As Per ANNEXURE – “B”
7-	Validity of the offer	:-	45 days, from the date of opening of Financial Bid.

INSTRUCTIONS FOR FILLING UP TENDER FORM AND TECHNICAL BIDS

1. The filled in copy of tender form (Technical Bid, Part-I) and other relevant documents, which are required, duly filled and signed by tenderer should be submitted with Nafed office.
2. The tenderer is required to fill up and mentioned their rate at proper place i.e. in financial bid (BOQ), Part-II of tender in designated form and as per the directions mentioned at **Annexure - M**.
3. If required by the tenderer, clarifications may be sought from the following officer of Nafed:

Name of Officer :- **Shri.Mahender Singh Rawat, State Head**

Contact Number :- **0141-2740796, 8000878055**

Email :- nafjpr@nafed-india.com /

4. Tender form & handwritten rates will have to be deposited with Nafed office in two sealed envelopes separately one for technical bid and other for price bid. The 2 DDs/Pay Orders towards tender form fee and EMD are to be submitted in this office within the scheduled time, as per Tender notice and technical bid.
5. Please read the instructions carefully before submitting the tender in physical.

CHECK LIST FOR FILLING UP THE TECHNICAL BID

In order to qualify the technical bid, the scanned copies of following documents are to be submitted compulsorily, by the tenderer, at the time of filling the tender documents, in lack of any which, the technical bid shall be rejected.

- 1- FEES & EMD
 - a) A DD/Pay Order for **Rs. 1180/-** towards tender document Fee.
 - b) A DD/Pay Order for **Rs. As Per ANNEXURE – “B”** towards EMD (Tender Security).
- 2- All pages of **Appendix III** duly filled and signed with seal by the tenderer.
- 3- The enclosed **Annexure-“I”** of tender documents duly filled and signed with seal.
- 4- The enclosed “Declaration by the Tenderer” at **Annexure - E** of the tender documents, duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.
- 5- Appendix – I, II, IV & V duly filled and signed with seal by the tenderer should be submitted.
- 7- Self Certified Copy of PAN.

**THIS DOCUMENT IS NOT TRANSFERABLE AND THE TENDER IS ISSUED IN
DUPLICATE, ONE COPY SHALL BE RETAINED BY THE TENDERER**

COST OF TENDER FORM: RS. 1180/- (RUPEES ONE THOUSAND AND ONE HUNDRED AND EIGHTY ONLY) (RS. 1000+18% GST)

ONLINE INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF HANDLING & TRANSPORT AGENT IN RESPECT OF PURCHASE OF WHEAT UNDER PRICE SUPPORT SCHEME COMMERCIAL PURCHASES FOR NAFED PURCHASE CENTRES / MANDIS OF RAJASTHAN TO BE OPERATED BY NAFED FOR A PERIOD OF SIX MONTHS FROM THE DATE OF AWARD.

IMPORTANT NOTES :-

- 1- Tender documents may be downloaded from Nafed website i.e. www.nafed-india.com/tenders.aspx.
- 2- Tenderers can access tender documents on the website, download and fill the relevant information and submit the completed tender documents physically at the Nafed Jaipur branch
- 3- Tender to remain open for acceptance up to 45 Days from the date of opening of technical bid.

NOTE: - If the date up to which the tender is open for acceptance is declared to be a holiday. The tender shall be deemed to remain open for acceptance till the next following working day.

TENDER FORM

FROM :-

**State Head,
NAFED
Jaipur**

To

The Participating Bidder.

Online tenders are invited through Competitive bidding for the appointment of Handling & Transport Agent (herein after referred to as HTA) in the Purchase Centre as mentioned in the Notice under NAFED office, Jaipur in State of Rajasthan during **Rabi Marketing Season 2023-24**. The Appointment relates to the work of Handling & Transportation of Wheat, gunnies and other dead stock articles from procurement Centre/ Mandi to linked depot/storage point/Railhead.

- a. These tenders are invited under “TWO BID” system of price bid & technical bid . The details of the EMD deposited in NAFED office, Jaipur account (as per the account details given in Clause IX (a) (i)) is to be submitted with technical Bid. Tender forms can be downloaded from Nafed website i.e. www.nafed-india.com/tenders.aspx.
- b. Each technical Bid, accomplished by an earnest money as shown in the annexure 'B' in the form of RTGS/NEFT/any other online modes, deposited in the account of NAFED Office, Jaipur Rajasthan (**as per the account details given in Clause IX (a) (i)**), will be opened on **AS PER NIT** by the NAFED Office, Jaipur Rajasthan BLC committee in the presence of available bidders or their representatives. Tenders not accompanied by the requisite amount of EMD of tender as well as conditional tender will be rejected summarily.
- c. The security and Bank Guarantee amount shown in the Annexure 'B' will be deposited by the **successful Bidders within three working days** (as applicable at NAFED JAIPUR) from the date of communication of acceptance letter.
- d. The successful Bidders will have to commence work immediately on the date as may be decided by the State Head or any of his officers authorized for the purpose, failing which action as per the clauses of MTF may be initiated by the Nafed Jaipur.
- e. Mere mention of any item of work in the contract will not confer any right on the HTA to demand that the work relating to all or any item thereof will necessarily or exclusively be entrusted to him. NAFED will have exclusive right to appoint one or more HTA or to divide the work among such HTAs in the manner NAFED may decide. No claim shall lie against the Federation by reason of such division.
- f. The Bidders are required to submit copy of duly completed and signed copy of tender form along with all documents as detailed in the Appendix IV of the Tender Form, or as listed in the NIT at NAFED Branch Office, 3rd Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, JAIPUR-302001Tel: 91-141-2740796, 2740145.

- g. All the applicable statutory taxes will be deducted/recovered from the admitted bills as per rules.
- h. The State Head, Nafed Jaipur reserves right to reject any or all tenders without assigning any reasons.
- i. The State Head shall have exclusive right to terminate the contract and get work done at his risk & cost during the remaining period of the contract if the HTA contravenes any of the terms & conditions of the agreement
- j. In case of any dispute State Head, NAFED Office Jaipur shall be the final authority and his decision shall be binding. No request for increase or decrease of SOR will be entertained once the lowest tender is accepted. It will be discretion of State Head to get the work done at risk & cost of the HTA, if he finds that the performance of the HTA is not satisfactory.
- k. A set of terms and conditions applicable to HTA is enclosed. The tenderers required to go through these terms and conditions and sign each page in token of having accepted the same while submitting the tender.

State Head

TERMS AND CONDITIONS GOVERNING APPOINTMENT OF HTA DURING RMS 2023-24

I. DEFINITIONS :-

- a) The term “**Contract**” shall mean and include the invitation to tender incorporating also the instructions to tenderer, the tender, its annexures, appendices and schedules, acceptance of tender, and such general and special conditions as maybe added to it.
- b) The “**Contractor**” or “**HTA**” or “**Agent**” shall mean and include the person(s), Firm, or Company, with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as maybe.
- c) The terms “**Contract rates**” shall mean the rates of payment accepted by the State Head for and on behalf of NAFED.
- d) The terms “**State Head**” shall mean the State Head under NAFED whose administrative jurisdiction, the NAFED purchase centers to which the contract relates fall. The term State Head shall also include every other officer who is representative of the State Head.
- e) The term “**Service**” shall mean and include the performance of any of the items of work enumerated in Price Bid here in including such auxiliary additional and incidental duties services and operation as may be indicated by the State Head or an officer acting on his behalf.
- f) The term “**Godown**” shall mean and include depots, godowns, silos, bins of RSWC/CWC and/ or allocated by Food Corporation Of India as deposit point.
- g) The term “**Wheat**” shall mean and include Cereals, pulses, Coarse Grains, products of Wheat, oil seeds etc.
- h) The term “**Purchase Centre**” shall mean centers set up in the Mandi premises and where there are no mandies, set up at selected places anywhere in the District for the purpose of procurement of cereals, pulses, coarse grains, oilseed etc.

II. PARTIES TO THE CONTRACT:

- a) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If at any stage it is found that the person concerned had no such authority, the NAFED may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- b) NAFED represented by the State Head, Nafed Jaipur and any other person authorized and acting on his behalf.

- c) The notice or any other action to be taken on behalf of the NAFED may be given/ taken by the State Head or any officer so authorized and acting on his behalf.

III. Tenders not accompanied by all the schedules/Annexures intact, and duly filled in and signed shall be summarily rejected.

IV. CONSTITUTION OF THE CONTRACTOR:

- a) Contractor shall, in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contract or in respect of the Contract and his acts shall be binding on the Contractor.
- b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the federation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- c) The Contractor shall notify to the Federation the death / resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Federation shall have the right to terminate the Contract

V. QUALIFICATION CONDITIONS FOR TENDER :-

- (I) Tenderer should have experience of Handling and/or Transportation/and or HTA duly obtained from Manufacturer/PSU/Govt. Dept./Public Ltd. Company/Private Limited Company dealing in the field of Fertilizer, Wheat, Cement, Sugar, Coarse grains or Similar Products. Tenderer should have executed in any one of the immediate preceding five years the work of value
- (a) At least 25% of the estimated value of the contract to be awarded, in one single contract:
- OR
- (b) 50% of the estimated value of the contract to be awarded, in different contracts.

In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

- (II) Experience details in the proforma prescribed at Appendix V shall be furnished by bidder. The information furnished in Appendix-V shall be supported by experience certificate issued by client(s) on their letter head.
- (III) Where the estimated contract value of Handling &Transport Agent is less than Rupees **Seven Crores and Fifty Lakhs**, Tenderer without the requisite experience as mentioned above may also participate subject to providing an undertaking/forwarding letter that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from '**Scheduled commercial Bank**' notified by RBI (excluding all Urban/ Rural/State Co-Operative banks and Gramin Banks) will be given, if selected. The format of the Bank Guarantee to be provided

in such cases is at Appendix-III.

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

Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) **excluding the financial year in which tender enquiry is floated.**

V-(A) Disqualification conditions for Tender:

- (I) Bidders who have been blacklisted or otherwise debarred by **NAFED/FCI** or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 3 years from the date of blacklisting/debarment, whichever is earlier.
- (II) Any Bidder whose contract with the NAFED/FCI or any department of Central or State Government or any other Public Sector Undertaking has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last Three years, will be ineligible.
- (III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by NAFED/FCI or any department of Central or State Government or any other Public Sector Undertaking, during the last Three Years, will be ineligible.
- (IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Bidder/company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- (V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Bidder disqualified.
- (VI) A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

VI. RELATIONSHIP WITH THIRD PARTIES:-

All transactions between the contractor and third parties shall be carried out as between two principals without reference to the Federation in any event. The contractor shall also undertake to make the third parties fully aware of the position aforesaid.

VII. LIABILITY FOR PERSONNEL:-

- a. All persons employed by the contractor shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, Payment of Bonus Act-1965 or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in

respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

b. The HTA will ensure that provisions of EPF/ESI Act are complied with. He will deposit the EPF with the concerned RPFC within prescribed time and submit all required returns and clearance from RPFC concerned, failing which he will be responsible for the consequences. In case EPF/ESI is not deposited, the same will be deducted from his bills at applicable rate along with administrative charges and penalty for the delay etc.

c. The HTA will ensure to comply the rules and regulations of CLRA and Bonus Act, also HTA will maintain all the records and registers related to CLRA and Bonus Act.

d. In case of NEFT/RTGS/other electronic means, the Tenderer has to indicate transaction number (UTR No.) of such payments appropriately in the Bid along with the Bank Details i.e. Account Number and IFSC through which the transaction is made.

e. The HTA will ensure that all payments made to worker/labour engaged by him will be through RTGS/NEFT/other electronic means or cheque with bank statement having clearance of the same.

VIII. BRIBES, COMMISSION, CORRUPTION, GIFTS ETC:-

a) An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners / Directors / Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Federation, or any person on his or their behalf, for showing any favor or forbearing to show any dis-favour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Federation and the contractor shall be liable to reimburse the Federation of any loss or damage resulting from such cancellation.

IX) SECURITY DEPOSIT:-

a) The successful Tenderer shall furnish within Three working days of acceptance of his tender, a Security Deposit for the due, proper and complete discharge of all their obligations under the Contract. The Security Deposit will comprise of the total of the amounts specified in following clause.

i. A sum equivalent to 5% of the value of the Contract through RTGS / NEFT / Any other online mode/modes in account of **NAFED, JAIPUR** having Account No. 002494600002280 of **Yes Bank, Jaipur**, IFSC Code **YESB0000024** The Security Deposit shall not earn any interest.

ii. Another sum equivalent to 10% of the value of Contract, in the form of an irrevocable and unconditional Bank Guarantee issued by ‘**Scheduled commercial Bank**’ notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) in the format prescribed in **Appendix III** which shall be enforceable till six months after the expiry of contract period. The bidder shall have option to deposit a sum equivalent to the value of the Bank Guarantee as mentioned above **within three working days of acceptance of his tender** in the Bank account of Nafed through RTGS/NEFT/Any other online mode modes, in case the bidder is unable to submit the Bank Guarantee in the prescribed period of three working days mentioned above. This amount shall be refunded to the bidder upon submission of such Bank Guarantee as mentioned above.

iii. An additional sum equivalent to 10% of the value of the contract (in addition to (i) & (ii) above) shall be applicable for the bidders who don't have the required experience, in the form

of an irrevocable and unconditional Bank Guarantee issued by ‘**Scheduled commercial Bank**’ notified by RBI (excluding all Urban/Rural/State Co-Operative banks and **Gramin Banks**) in the format prescribed in Appendix-III which shall be enforceable till six months after the expiry of the contract period. The additional Bank Guarantee also to be furnished **within three working days of acceptance of tender**. The bidder shall have option to deposit a sum equivalent to the value of the Bank Guarantee as mentioned above **within three working days of acceptance of his tender** in the Bank account of NAFED through RTGS/NEFT/Any other online mode modes, in case the bidder is unable to submit the Bank Guarantee in the prescribed period of three working days mentioned above. This amount shall be refunded to the bidder upon submission of such Bank Guarantee as mentioned above.

b) The security deposits furnished by the tenderer would be subject to the terms & conditions of this tender and the Federation will not be liable for payment of any interest on the security deposit.

c) If the HTA duly performs and completes the contract in all respect and presents absolute **no demand certificate** & returns in good conditions any property of the Federation remained with him, the Federation shall refund the security to the HTA after processing the **no demand certificate at Branch Office level / designated office/Nafed representative to examine it and to confirm recovery if any against the HTA and after audit observations complied with after deducting all cost and all of here expenses that the Federation may have incurred and all dues and other money including all losses & damages which the Federation is entitled to recover from the HTA. No interest is either payable or will be paid to the HTA on the amount of security deposit in any case.**

d) The security deposit will be refunded to the HTA on due and satisfactory performance of the services and on completion of all obligations under the terms of the contract. He will also submit **No Demand Certificate** duly signed by the concerned officer. In case the security deposits not claimed within three accounting years from the closures of the contract, it will be treated as lapsed and no claim will be entertained in this regard.

e) In the event of termination of contract, State Head shall have the right to forfeit the security deposit in part or whole, while making good the losses from the HTA. In the event of security being insufficient NAFED reserves the right to recover the balance amount for making over the losses suffered by it.

X. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY THE NAFED AND SUMMARY TERMINATION

a) The HTA shall be responsible to supply adequate number of trucks or any other commercial transport vehicles/ Labour/ other resources for carrying out the HTA work on the instructions of State Head or any other officer acting on his behalf. In case, he fails to supply the sufficient numbers of trucks/ needful resources on requisition, Branch shall have right to engage the same through the other HTA/ source at his risk & cost and losses so occurred will be recovered from him. The decision of State Head in this regard shall be final and binding of the HTA.

b) The HTA shall be responsible for the safety of the goods / Wheat during the operations of HTA at the procurement centre / mandi until these are delivered at the linked godown / storage point / Railhead or any other destination decided by the State Head or any other officer acting on his behalf. The HTA shall also provide tarpaulins on floor of the trucks so as to avoid loss of grains through holes during transit. The stocks stacked in the mandi

as well as loaded on the trucks will also be properly covered as and when required, to avoid damage by rains and other natural vagaries. The HTA shall deliver the number of bags and the weight of Wheat received by him and loaded on his trucks and shall be liable to make good the value of any loss, shortage or damage during transit.

c)The HTA shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the HTA's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work and for all damage or losses occasioned to the Federation or in particular to any property or plant belonging to the Federation due to any act whether negligent or otherwise of the HTA himself or his employees. The losses will be recovered at **twice of Average Acquisition Cost** applicable from time to time. The decision of the State Head, regarding such failure of the HTA and his liability for the losses etc. suffered by the Federation, shall be final and binding on the HTA. The HTA shall be fully liable and responsible to maintain discipline while working with staff of the Federation, if he himself or any of his employee/ drivers/ labours found responsible for any type of misbehavior or man-handling, physical or verbal with any official/officer of the Federation his contract may be terminated and he maybe blacklisted/debarred from participating in future tenders/contracts for a period of five years from the date of such termination. The decision of State Head in this regard will be final.

d)The Federation shall be at liberty to reimburse itself of any damages, losses, demurrage charges paid to the railways, Costs or expenses suffered or incurred by it due to HTA's negligence and un-workman like performance of services under the contractor breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time here after may be come due to the HTA under this or any other contract with the Federation. In the event of any sum which may be due from the Federation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the HTA as aforesaid shall be deducted from the security deposit, furnished by the HTA, should this sum also be not sufficient to cover the full amount claimed by the Federation, the HTA shall pay to the Federation on demand the remaining balance of the aforesaid sum claimed failing which NAFED has a right to recover the balance amount.

e)The State Head shall have exclusive right to terminate the contract and get work done at his risk & cost during the remaining period of the contract if the HTA contravenes any of the terms & conditions of the agreement. State Head shall also have the right to forfeit the security deposit and recover the losses accrued to the Federation due to his failure to carry out work. Further the tenderer will also debarred/ blacklisted from participation in any type of tender of NAFED for a period of Three years from the date of debarment.

f) The HTA shall be responsible for all damages/shortages/losses caused to federation's stocks & property during the whole operations performed by him. He shall also be responsible for safe and quick conveyance of federation's stocks & property up to required destination/shortage point of the federation. He shall be responsible for short ages noticed in the federation's stocks & property at the receiving end.

g)In the event of purchased stocks of the federation in the Mandi or purchase centre is not removed/lifted by the HTA within stipulated time as per the federation's directions, the HTA shall be responsible for all the losses which the federation may have sustained due to stacking of the purchased stocks in the Mandi/ purchase centre and he shall be responsible for any penalty imposed by the Market Committee for non-lifting / non clearance of stocks from Mandi/ purchase centre

h)The HTA shall have the capacity to handle the HTA work as per Federation's

requirement. In case the HTA fails to handle the Mandi operations on day to day basis as per the requirement of the Federation, the work shall be get done at the risk & cost of the HTA and losses/extra expenditure sustained by the Federation on the account Shall be recovered from the HTA. The decision of State Head, NAFED Jaipur shall be final and binding in this regard.

i) The HTA shall be responsible for keeping a complete and accurate account of all supplies of Wheat etc. and empty gunny bags received by him from the federation and shall render accounts and furnish returns and statements in such a manner as prescribed by the State Head or an Officer acting on his behalf from time to time.

XI. SET OFF CLAUSE:-

Any sum of money due and payable to the HTA (including security Deposit returnable to him) under this contract may be appropriated by the Federation and set off against any claim of the Federation for the payment of any sum of money arising out of or under any other contract made by the HTA with the Federation

NAFED reserves the rights to claim from the tenderer / bidder any amount of tax interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

XII. VOLUME OF WORK:-

a) The Federation does not guarantee any definite volume of work. Mere mention of any item of work in the contract will not confer any right on the HTA to demand that the work relating to all or any item should necessarily or exclusively been entrusted to him.

b) State Head reserves the right to appoint one or more HTA for any or all services and to divide the work between HTAs in the manner decided by him. No claim shall lie against the Federation by reason of such division of work.

c) If the contractor is required to perform any service in addition to those specifically provided for in the contract and the annexed schedule of contract, the remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.

d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary, or incidental to any of such services shall be decided by the State Head concerned whose decision will be final and binding.

XIII. PAYMENT:-

a) The HTA shall submit his bills in triplicate to State Head with necessary documents. The payment will be made in accordance with procedure and after deducting the statutory taxes as per the Govt. Rules.

b) Payment will be made by State Head, NAFED Jaipur on submission of bills in triplicate duly supported by the consignee's receipt and other related documents.

c) The payment will be payable for the net weight of Wheat handling and transportation.

d) Monthly bills, bearing GST and/ or PAN as applicable, of the work executed by the

successful tenderer, shall be produced to the State Head, NAFED Jaipur who in turn, shall release the payment in accordance to the work order / tender after verifying the facts and figures.

e) The contractor should submit all the bills not later than 2 months from the date of expiry of the contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills, the contractor is advised to submit his bills weekly/ fortnightly/ monthly. The Contractor Shall furnish copies of challans along with the certificate cum statement as proof of deposit of EPF falling which the bills of the contractor will not be released.

f) The Federation shall not be liable for payment of any interest on any bill outstanding for payment.

g) The contractor should provide, within 7 (seven) days of the joining of work, the Bank Account details to which all payments due to him from the NAFED can be transferred electronically through RTGS / NEFT.

h) The tenderer/bidder Registered under GST (if applicable) shall ensure that the invoice to be raised with NAFED is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by NAFED.

i) NAFED reserves the right to release payment of GST amount (if applicable) only posts matching of the invoices in the GSTN System.

j) This shall further be ensured by the tenderer / bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

k) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of **“Compliance Certificate/ Confirmation of deposit of EPF by way of affidavit duly executed by the Employer (i.e. Contractor/Bidder)/No Due Certificate”** from the concerned authority designated under EPF and MP Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a “No Demand Certificate” from the assigned authority of NAFED, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of NAFED against the contractor. NAFED will not be liable for payment of any interest on the Security Deposit. For any EPF violations which may be detected at any later stage, the contractor shall be liable and will be proceeded against as per law. The bidder should be registered with EPFO as an independent employer, having separate code number as required for an employer under the provisions of EPF & MP Act 1952 and EPF Scheme framed there under.

l) During the contract period if handling and transportation of foodgrain, gunnies, dunnage and other Dead Stock Articles etc is done other than the centers listed in Annexure- B, its distance will be decided by FCI and it will be binding to the contractor.

XIV. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the motor vehicle rules there under as amended from time to time and the contractor will abide by such rules in regards to loading of vehicles. If any penalty is imposed by any authority or any action is taken in the event of overloading the vehicles, the

contractor shall be solely responsible for the same. Any Contractor resorting to the overloading of the trucks in violation of the rules will be treated as violating the terms and conditions of this contract for which his contract is liable to be terminated.

XV. PERIOD OF CONTRACT:-

The period of contract will be of Six months from the date of awarding of the contract.

XVI) TERMS OF SERVICES TO BE RENDERED BY HTA AND BRIEF DESCRIPTION OF WORK :-

- a) The tenderer agrees to work as Handling & Transport Agent (herein after referred to as HTA) at NAFED purchase centre/ mandi for a period of **Six Months** from the date of awarding of the contract.
- b) The HTA agrees to handle & transport Wheat stocks or any other related works duly assigned by NAFED from purchase centre / mandi To storage point.
- c) The HTA agrees to handle & transport gunnies/dead stock articles or any other works duly assigned by NAFED from storage point to purchase centre / mandi and vice Versa.
- d) The HTA agrees to work as Handling & Transport Agent for the Federation on the term & conditions as specified in this MTF for supply of labour and adequate number of trucks, scale/balance, filling/stitching of Wheat bags, stenciling gunnies with colors, placing the bag on beam scale/balance, unloading from balance, providing of sutli and local transportation of Wheats/ gunnies/dead stocks articles and other allied operations on the basis of Schedule of Rates applicable during the contract period and in accordance with the direction of the Federation.

The HTA shall ensure proper double line machine stitching of bags as per the latest instructions and directions of the Federation / FCI. Recovery shall be effected from the HTA as per the Scheduled given as below :-

S.No	Particular	Rate (Rs./per bag)
1	Hand-stitching/Poor stitching/ Single stitching/use of sub-standard thread by Agent	2.00 (Rs Two Only)
2	Poor stencilling/ Non stencilling (Absence of Marka on bag)/illegible stencilling	1.00 (Rs One Only)

- e) The contractor shall make his own lighting arrangements for working at night or day time as per the requirements for loading/unloading transport operations etc.
- f) The HTA shall not sublet/ transfer or assign the contractor any part of it. In the event of contravention of this clause, State Head shall have the right to terminate the contract and get the work done from any other HTA at his risk & cost.
- g) The HTA shall be liable to comply with the instruction from State Head or any officer acting on his behalf the requirement of trucks every evening for transportation of Wheat bags from mandi/purchase centre to the depot/ railhead next day. Moreover, HTA will

clear the mandi/purchase centre on day to day basis and he will be solely responsible for any damage to Wheat or gunnies due to non-lifting of the Wheat on day to day basis. In the special cases, he may be required to arrange transportation at short notice.

Without prejudice to the generality of the foregoing, it is a further condition of the contract that in the event of failure of the HTA to provide the adequate number of trucks per day as per indented quantity by the State Head or any other officer/officials acting on his behalf, the HTA will be liable to pay the federation Liquidated Damages @ Rs 60/- (Rs. SIXTY ONLY) per MT for non-lifted quantity against the indented quantity which the parties to the contract having agreed to as a reasonable estimate of the losses to the Federation arising on account of such failure.

h) HTA will maintain proper accounting of gunnies to be consumed for filling of Foodgrains in such a way that not more than 1000 bags remain loose after completion of purchase, failing which a recovery @50/- per 500 loose bags (Rs. Fifty Per 500 Loose bags) shall be made from HTA beyond 1000 loose bags. Also HTA will reconcile the gunny account with the Quality Inspector's record, posted at mandi/Purchase Centre on weekly Basis.

i) In Case of shortfall in gunnies returned back by the HTA after Consumption against gunnies given to him, a recovery @twice the cost of empty gunny (with GST as applicable) for such shortfall shall be made from HTA.

j) The HTA shall ensure proper double line machine stitching of bags and proper Stenciling as per the latest instructions & directions of the Federation. Recovery shall be effected from the HTA for not doing machine stitching or poor stitching as per the schedule given as above.

XVII. OTHER TERMS AND CONDITIONS :-

a) Except as otherwise provided, any dispute arising out of the terms & conditions of this agreement or their interpretation shall be referred to the State Head, NAFED Jaipur. acting as such at the time of reference or to such other person as State Head, NAFED, may general/special order nominate on his behalf and his decision shall be final and binding on both the parties

b) The Federation reserves the right to terminate the contract at any time without assigning any reason. In the event of the Federation cancelling this agreement before the expiry date, no compensation and damages shall be payable to the HTA on this account. Moreover, in such an event the HTA shall render complete account of Wheat/gunnies and any other articles in his custody and also arrange to return the stocks as per the direction of the State Head, NAFED Jaipur or any official on his behalf at the procurement centre.

c) The Federation reserves the right to withdraw from the contract any time and Handling and Transportation work in respect of part Mandi /purchase centre operations left incomplete by the HTA if the Federation considers it necessary to do so. The decision of the State Head, NAFED shall be final in this regard and no claim shall be entertained against the Federation for any loss or damage suffered or alleged to have been suffered by the HTA on account of such withdrawal of the work

d) The HTA shall bind himself to carryout works as per the instructions of the State Head NAFED or an officer/official working on his behalf as are incidental to this agreement and as may be issued from the Federation from time to time.

- e) In the event of the Federation having any claim ascertain or otherwise against the HTA under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the State Head, NAFED shall be entitled to retain to the extent of such claim or claims, any money which may be due (including security deposit) refundable by the Federation to the HTA under this or any other contract and shall be entitled to appropriate such money (including security deposit refundable) in or towards satisfaction of such claim or claims.

XVIII. Terms for Micro & Small Enterprises

- (I) Tender document cost will not be charged from Micro & Small enterprises (MSEs)
- (II) MSEs registered with the agencies for the item/s tendered will be exempted from payment of earnest Money Deposit (EMD)
- (III) MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers.
- (ii) Khadi and Village Industries Commission.
- (iii) Khadi and Village Industries Board.
- (iv) Coir Board
- (v) National Small Industries Corporation.
- (vi) Directorate of Handicraft and Handloom.
- (vii) Any other body specified by Ministry of MSME.
- (IV) The MSEs must also indicate the date of their MSE registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload an attested / self-certified copy of valid registration certificate, giving details such as stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (V) The benefit as stated above to MSE shall be available for goods / services produced and provided by MSMEs for which they are registered.

(VI) In case the MSE does not fulfill the criteria at Sr. No. III, IV and V above, such offers will not be considered benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

a. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification the Tenderer will be liable for any loss suffered by the Corporation and he/they himself / themselves would disqualify for future participation in the tenders of Food Corporation of India works for the next 03 (Three) years.

b. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.

(VII) If after award of contract, MSME resiles to accept the offer then Corporation along with taking other actions allowed under different clauses will take up with MSME Authorities for cancellation of their License.

XIX. Laws Governing The Contract & Dispute Resolution:-

- a. The contractor will be liable to follow laws of the land as applicable on him such as EPF, ESI, Labour laws, Bonus act, Road carriage act etc.
- b. Any dispute arising out of this contract will be subject to jurisdiction of the courts in Rajasthan.

XX. Payment of EMD for startup:-

The startups are exempted from the payment of Earnest money deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.

XXI. TENDER FEE :

Tender form fee of **Rs. 1180/-** (inclusive of GST) in the form of **DDs/Pay Orders/NEFT/RTGS** in favour of “**NAFED , JAIPUR**”, payable at **JAIPUR** shall have to be deposited in this office within the scheduled time, as mentioned in the Tender notice and the technical bid. Tender without appropriate fees as referred above, shall not be accepted. **DDs/Pay Orders/NEFT/RTGS** are also required to be submitted at the time of submission of the technical bid, as mentioned in the check list.

XXII. . TENDER SECURITY (EMD) :

1. An EMD as per ANNEXURE – “B” is to be deposited in the form of **DDs/Pay Orders/NEFT/RTGS** in favour of “**NAFED, JAIPUR** ” payable at Jaipur. The DD/Pay order should reach this office i.e. NAFED Jaipur up to the scheduled time, as mentioned in the Tender notice and the technical bid. In lack of EMD, the bid shall stand cancelled.
2. **REFUND OF EMD:** The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder.

(ii) PERFORMANCE SECURITY:

The successful tenderer shall be required to deposit a security amount @5% of Tender value immediately within three day after getting declared successful by way of DD/electronic fund transfer in our account however the EMD already deposited by him, shall be adjusted in this security amount. This differential security amount may also be deposited in the form of bank guarantee. The bidder is also required to submit the Performance security as per clause IX(a) ii & clause IX(a) iii (if applicable) of the tender document.

XXIII. SUBMISSION OF RATE AND PROCEDURE FOR EVALUATING THE TENDER:

- i) The rates are to be filled and mentioned at proper place i.e. in financial bid (BOQ), as per the tender document.
- ii) The tenderer is required to submit lower or equal or higher percentage of rates over the rates mentioned in our Price bid (SOR). This quoted percentage shall be basis for award of contract. The tenderer quoting the lowest rate in terms of percentage shall be treated as lowest bidder
- iii) In case of Financial Bid (BOQ) **the manually prepared Comparative Chart shall be final and binding on the tenderer.**

XXIV. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:-

- a) The contractor will be liable to follow laws of the land as applicable on him such as EPF, ESI, Labour laws etc.
- b) Any dispute arising out of this contract will be subject to jurisdiction of the concerned district court.

XXV. Payment of EMD for startup:-

The startups are exempted from the payment of Earnest money deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.

XXVI. Declaration of near Relative:-

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the FEDERATION, or alternatively, if any relative of any officer of the FEDERATION has financial interest/ stake in the BIDDER's firm, the same shall be disclosed at the time of filling of tender.

The terms 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

XXVII. Declaration of Carriage by Road Act, 2007:-

The HTA shall give an undertaking agreeing to abide by the section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provision of MTF. Further, HTA shall also submit necessary documents of registration etc. to FEDERATION.(as per Appendix-VI)

Signature of the Tenderer

with full address

ANNEXURE – “B”**STATEMENT SHOWING AMOUNT OF EMD/SECURITY TO BE DEPOSITED BY THE HTA FOR
RABI 2023-24**

S. No.	Name of Mandi / Purchase Centre	Estimated Contract Value(CV) Rs.	EMD@ 2% of CV (In Rs.)	Security@ 5% of CV (In Rs.)	Bank Guarantee @10% of CV (In Rs.)
1	Mirzewala(Sri Ganganagar)	1000000	20000	50000	100000
	Kenchiyan(Sri Ganganagar)	1000000	20000	50000	100000
	Norangdesar(Hanu mangarh)	1000000	20000	50000	100000
	Ranjitpura(Hanum angarh)	1000000	20000	50000	100000
	Rajgarh/Sadulpur(Churu)	1000000	20000	50000	100000
	Sarola(Kota)	1000000	20000	50000	100000

The successful tenderer shall be required to deposit a security amount equivalent to 5% of the declared tender value, in federation specified account, immediately within three days after getting declared successful. The EMD already deposited by him in previous years or prior to that shall not be adjusted in this security amount. The EMD of the current season shall be adjusted in the security amount.

Critical Dates Section :-

1-	Tender Publishing Date	03.05.2023
2-	Tender Document Download Start Date	03.05.2023
3-	Tender Document Download End Date & Time	08.05.2023 at 02.00 PM
4-	Bid Submission Start Date	08.05.2023
5-	Bid Submission End Date & Time	08.05.2023 at 03.00 PM
6-	Bid Opening Date & Time (Technical Bid)	08.05.2023 at 04.00 PM

If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

STATE HEAD
NAFED JAIPUR

TENDER SUBMISSION UNDERTAKING

To,

The State Head
NAFED
Jaipur

Subject :- Acceptance of Terms & Conditions of Tender.

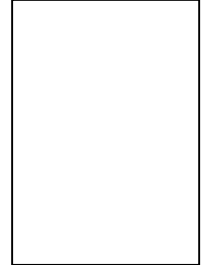
Tender Reference No. :-

**Name of Tender / Work: - Tender for Handling & Transportation of Wheat in _____
Purchase center in Distt. _____.**

Dear Sir,

- 1- I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/ Work" from the web site(s) namely: **Tender for Handling & Transportation of Wheat at - _____ Purchase center** as per your advertisement, given in the above mentioned website(s).
- 2- I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (all the pages of Technical Bid) (including all documents like annexure(s), schedule(s) etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
- 3- I/We hereby certify that I/We have submitted all the duly filled and signed copy of each and every Appendixes / Annexures given in Technical Bid (MTF).
- 4- I/We hereby certify that I/ We will furnish all documents along with MTF in original at the time of tender submission.
- 5- The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 6- I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 7- In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty or eject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours faithfully,
(Signature of the Bidder
with official Seal)

FORWARDING LETTER

Recent Photograph
of Tenderer

FROM :- (Full Name & Address of the Tender)

To,

The State Head
NAFED
Jaipur

- 1- I submit the tender for appointment as HTA of _____ Purchase Centre, Distt. - _____ mentioned in the BOQ.
- 2- I have thoroughly examined and understood all the terms& conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
- 3- I agree to keep the offer open for acceptance up to and inclusive of I / We shall be bound by communication of acceptance of the offer dispatched within the time. I/ We also agree that if the date up to which the offer would remain open is declared a holiday for the Federation the offer will remain open for acceptance till the next working day.
- 4- I have deposited EMD fee of..... (.....) through NEFT/ RTGS/ Other Electronic Mean vide UTR No. _____ in the Bank Account No. _____ Bank / Branch _____ as mentioned in the tender document. In the event of my/our tender being accepted, I/We agree to furnish within three working days of acceptance of tender Security Deposit as stipulated in the Tender
- 5- In case submitted experience is not considered/inexperience, as per requisition additional

performance guarantee of 10 percent of value of contract in form of irrevocable bank guarantee will be submitted as per clause V(III) of MTF

- 6- I do hereby declare that the entries made in the tender and Appendices/ Annexures attached there in are true and also that I/We shall be bound by the act of my/ our duly constituted Attorney.
- 7- **I hereby declare that my Firm/ Company has not been blacklisted or otherwise debarred during the last five years by the State Government /Food Corporation of India/NAFED , or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)**

OR

I hereby declare that I, my Firm/ Company was blacklisted/ debarred by _____
(here give the name of the client) for a period of_____, which period has expired on (Full _____
details of the reasons for blacklisting/ debarring, and the communication in this regard,
should be given) (*) (*) **(strike out whatever is not applicable).**

- 8- I hereby declare that no contract entered into by me, my Firm/ Company with the State Government /Food Corporation of India/NAFED, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
- 9- I hereby declare that the Earnest Money Deposit and/ or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered in to by me/ my firm/ company/ us with the State Government /Food Corporation of India/NAFED, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.
- 10- I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/ us is correct and true and in the event that the information is found to be incorrect/ untrue, the Federation shall have the right to disqualify me/ us without giving any notice or reason or summarily terminate the contract, without prejudice to any other rights that the Federation may have under the Contract and Law.

(Signature of Tenderer)

GENERAL INFORMATION OF TENDERER

(To be Filled in by The Tenderer)

Additional Information / Documents to be submitted with Technical Bid

1-	Master data shall be provided by the tenderer along with the copy of GST registration certificate (if available) as per following details :-		
a)	Name	:-	
b)	Date of Birth	:-	
c)	E-mail ID & Contact No.	:-	
2-	Composition of the tenderer :- (State whether the tenderer is a proprietor concern, or registered partnership firm, or a company.) The Name of the Proprietor, or all Partners, or, the Directors of the Company, as applicable, should be given.	:-	
3-	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	:-	
4-	PAN details of the tenderer.	:-	
5-	Details of goods (along with HSN code/Excise classification) being/to be supplied to our organization.	:-	
6-	Details of Services (along with HSN code) being/ to be supplied to our organization.	:-	
7-	Following details for each supplying State (from which material/services is being or proposed to be supplied to us (Refer).	:-	
a)	Nature of the Tenderer (SEZ unit /SEZ developers / STPL Unit / Normal Entity / Foreign entity).	:-	
b)	Category of Tenderer (Normal registered/ Registered under composition/ unregistered/ Located outside India.	:-	
c)	Address	:-	
d)	State code(Code as prescribed under GST	:-	
e)	Latest Contact Number	:-	
f)	Latest Fax Number (if any)	:-	
g)	Latest E-mail ID	:-	

h)	GSTIN Allotted by the Govt. (along with registration certificate) (if Available).	:-	
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i)	Effective date of registration	:-	
(1)	<u>Comments</u> The information at sl. No. 7(a to i) needs to be provided for each of the supplying state separately to us	:-	
(2)	In case, you have obtained more than one registration in a state for different business verticals, the information at sl. No. 7 (a to i) needs to be provided for the additional registrations in the same state separately	:-	

List of Documents Attached (For Experienced Bidders)

- a. Forwarding Letter
- b. All supporting documents (Appendix I, II, IV and V; Proof of payment of EMD, with name of purchase centre) have to be signed, and submitted along with technical bid. Price bid is to be submitted in prescribed form in separate sealed envelope superscribing Price bid. List of documents enclosed:
 - i. Attested copy of Registered Deed of Partnership / Memorandum and Articles of Association / Certificate of Registration etc.as applicable. Yes/No
 - ii. Power of Attorney of person signing the tender. Yes/No
 - iii. Certificate of experience and details thereof. Yes/No
 - iv. Duly audited P&L account and balance sheet for preceding 3 financial years. For immediate preceding financial year, in case the tender submission date is before the due date for finalization of accounts as per law, financial statement for previous three years (prior to immediate financial year) shall be submitted. In case the bidder submits the experience for the years not covered under P & L Accounts and Balance sheet of 3 financial years mentioned above, he/she shall also submit duly audited P & L Accounts and Balance sheet for the relevant period for which experience has been claimed and submitted.
In case of partnership, only the experience of the firm will be reckoned and for the purpose, the experience of the individual partners will not be counted. Yes/No
 - v. Copy of Income Tax Return / PAN Card Yes/No
 - vi. Copy of GST registration certificate, If available. Yes/No
 - vii. Undertaking of Carriage by Road Act, 2007 Yes/No

List of Documents Attached (For Inexperience Bidders)

- 1 Forwarding Letter
- 2 All supporting documents (Appendix I, II, and IV, Proof of payment of EMD, with name of purchase centre) have to be signed, and submitted along with technical bid.. Price bid is to be submitted in prescribed form in separate sealed envelope superscribing Price bid
- 3 List of documents enclosed:

i. Attested copy of Registered Deed of Partnership / Memorandum and Articles of Association / Certificate of Registration etc.as applicable. Yes/No

ii. Power of Attorney of person signing the tender. Yes/No

iii. Duly audited P&L account and balance sheet for preceding 3 financial years or since inception whichever is later. For immediate preceding financial year, in case the tender submission date is before the due date for finalization of accounts as per law, financial statement for previous three years (prior to immediate financial year) shall be submitted

Yes/No

iv. Copy of Income Tax Return for Last three years or since inception whichever is later. In Case of Partnership firms less than three year old/proprietor firm, income tax returns of the partners/proprietor may be furnished. Yes/No

v. Bank statement of Last One year for the period ending on the date of publication of NIT in case of non-assesse Yes/No

vi. Copy of PAN Card Yes/No

vii. Undertaking of Carriage by Road Act, 2007 Yes/No

Signature of the Tenderer

(with stamp)

A P P E N D I X -IV

PERFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY THE
ENDERER

[illegible]

NAFED , JAPIUR

GENERAL TERMS & CONDITIONS

1. The tenderer shall have to carefully study and understand the conditions and requirements of works required to be executed. If the tenderer has any doubt about the meaning of any term, condition or requirement etc., he should refer to the State Head and get clarification. The decision of the contract regarding interpretation of the conditions shall be final and binding on the tenderers.
2. Financial Bid, of only those bidders, who qualify the technical bid i.e. who have submitted the original copies of required DDs/Pay Orders and other relevant documents required as per the check list and have deposited the DDs/Pay Orders in this office up to the scheduled time, shall be opened.
3. Each page of the tender document has to be signed and sealed by the tenderer.
4. If the successful tenderer fails to execute the works as per technical bid, the branch shall be at liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of the successful tenderer.
5. The branch reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The work may be awarded in part or full, as per our requirement.
6. In case, the legal proceedings are felt to be required by the tenderer or the branch, the same shall be dealt at the Jaipur jurisdiction only.
7. If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case, none of such conditions will be deemed to have been accepted, unless specifically mentioned in the letter of acceptance of tender issued by the State Head.
8. The State Head, Nafed, Jaipur reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
9. In case of any dispute, the decision of Managing Director, Nafed, New Delhi, shall be final and binding on both the parties.
10. The successful tenderer shall be required to arrange the labour license, as per the requirement, of labour rules. Even it may be required during the period of rate contract.
11. If any loss is made by, contractor labourers, to the project property, the contractor shall be responsible for it and the amount, as per the requirement, shall be recovered from his bills/security amount.
12. The successful tenderer shall be required to start the work on due date and

time, after fulfilling all the conditions of tender/work order, failing which the work order shall be cancelled by forfeiting their EMD/Security.

13. The successful tenderer is required to procure the insurance policies of all the employed labourers, under labour compensation act, for which no payment shall be released from the project.
14. The successful tenderer shall be responsible for compensation to any labourer, meeting an accident, while at work.
15. It is necessary that the successful tenderer makes the payment to his labourers as per Minimum Wages Act and the orders of the State/Central Govt., issued from time to time. Action shall be initiated against the successful tenderer, if at any time it is found that he is not making the full payment as per the declared wages of the Act.
16. The successful tenderer shall be responsible for any act of his labourers, like hampering the work boycotting the work or creating any such dispute due to which the working of the project is affected negatively.
17. The State Head, Nafed Jaipur reserves the right to cancel the work order with 24 hours notice and forfeit the security amount, in case the work of the successful tenderer is not found satisfactory, at any time during the contract period.
18. The TDS and other statutory deductions shall be made, as per rules, from the payment of bills of successful tenderer.
19. The successful tenderer is required to deposit a security amount equivalent to 5% of the tender value and also as per clause of , in our account, within three days after getting declared successful, by way of DD/Electronic Fund Transfer. The EMD of successful tenderer shall be converted to security deposit and only the differential amount of security and EMD is to be deposited by them. The total security amount so deposited shall be released after successful completion of supplies/work i.e. clearance of account by Food Corporation of India (FCI) at the end of RMS 2023-24. No interest shall be payable on that, which may please be noted.

State Head

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **NAFED, JAIPUR for Handling & Transportation work of Wheat Purchase under MSP 2023-24** in response to their Notice inviting Bids.

I/we hereby declare the following:

1. I/we possess the necessary professional, technical, infrastructure, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the NAFED as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
6. Our organization is having one of the objectives of handling and transportation in the Bye- laws.

Date :

Signature of Bidder

Place :

Name _____

Designation_____

Address_____

ANNEXURE – E

NAFED/JAIPUR

DECLARATION BY THE TENDERER

I/We have read and understood all the terms and conditions of the tender document, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in the check-list. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit tender. The authority letter in this regard is enclosed here with.

Date :

Signature of Tenderer

Place :

Name _____

Designation_____

Address_____

Mobile No.

PART-B

PRICE BID

PRICE BID

SCHEDULE OF RATES AND SERVICES FOR HANDLING & TRANSPORT AGENT AT MANDI/Purchase Centre.....

Item No.	Description of Services	Rates
1	2	3
PART-I	HANDLING AT MANDI/Purchase Centre	
(a) {Applicable in respect of purchases directly from farmers}	Making the bags in standard weight (weighment/tulai), removing foodgrain bags from scale, Stencilling and stitch them i.e. DOUBLE LINE MACHINE STITCHING (including material of stitching), carry them for Kachha stacking in countable position, if necessary, within premises of the center and to take out the foodgrains bags from stacks/scale point and load the same into vehicles. (The rate is inclusive of Tola/Weighing charges**)	Rs.19.23/- (Nineteen Rupees Twenty Three Paisa) per quintal
(b)	Unloading of gunnies (Jute) from trucks/any other commercial vehicles in mandies stacking at proper place in countable condition and keep them in his safe custody till the same are utilized/returned. The Iron Wrappers and gunny wrappers shall be retained by the Handling and Transport Agent.	Rs. 28.69 (Twenty eight rupees sixty nine paisa) per bale
(c)	Unloading of HDPE bales from trucks/any other commercial vehicles in mandies stacking at proper place in countable condition and keep them in his safe custody till the same are utilized/returned. The Iron Wrappers and HDPE wrappers shall be retained by the Handling and Transport Agent.	Rs. 9.98 (Nine rupees ninety eight paisa) per bale

** The HTA is bound to make Tulai (Weighment) through registered Tulara of the concerned mandi as per APMC rules/Mandi by laws

PART-II	TRANSPORTATION	Rates
TRANSPORTATION of FOODGRAINS		
II(a)	Transportation of foodgrains bags from purchase centre to linked storage points of FCI/RSWC/CWC/other private hired godowns/CAPs and railhead (on actual K.M. by shortest route):	Rate per quintal (Net weight basis)
	i. Upto 08 KMs	Rs. 16.841 (Sixteen rupees and Eight four one paisa only) per quintal
	ii. Additional above 8 KMs, but upto 20 KMs	Rs. 1.188 (One rupee and one eight eight paisa only) per km

		per quintal
iii.	Additional above 20 KMs, but upto40 KMs	Rs. 0.858 (Eight five eight paisa only) per km per quintal
iv.	Additional above 40 KMs, but upto80 KMs	Rs.0.55 (Fifty five paisa only) per km per quintal
v.	Additional above 80 KMs	Rs. 0.198 (one nine eight paisa only) per km per quintals

Note :- The Rate for transport of foodgrains etc. is on the basis of net weight/quantity of Foodgrain which includes all Taxes, Duties, Cess etc. except Goods & Service Tax GST will be paid extra, if applicable.

Annexure-I

Tender No.:- : NAF/WHEAT/2023-24

Date:-

To,

State Head,
NAFED
JAIPUR

Dear Sir,

1. I will submit the price bid for appointment as handling and transport agent for the period of one year at purchase centre
2. I/we have thoroughly examined and understood instructions to tenderer. Terms and conditions of contract as given in the invitation to tender titled as general information to tenderer and those contained in the general condition of contract and its annexure/appendixes, and schedule and agree to abide by them.
3. I/we offer to work on following rates which includes all taxes, duties, cess etc. except Goods & Service Tax.

S.No.	Particulars	Rate Offered
1.	Schedule of rates and service described in Part-B (Price Bid)	At the percentage rate quoted in the BOQ (Financial Bid) above/below Schedule of Rates (SOR)

4. It is confirmed that no other charges would be payable to me/us except above offered rate.

Yours faithfully,

Signature of
Tenderer
Capacity in
which signing
Name:-
Address:-

Price Bid Item-wise BoQ
(to be submitted in separate sealed cover)

Tender Inviting Authority: State Head, Nafed, Jaipur

Name of Work: Handling and transportation work of wheat purchase at Purchase Centre.....

Contract No. **NAF/WHEAT/2023-24**

Bidder Name			
PRICE SCHEDULE			
SL. NO.	ITEM DESCRIPTION	LOWER/EQUAL/HIGHER to SOR	% PERCENTAGE (+/-)
Part-1	HANDLING AT MANDI		
1(a)	Making the bags in standard weight (weighment/tulai), removing foodgrain bags from scale, Stencilling and stitch them i.e. DOUBLE LINE MACHINE STITCHING (including material of stitching), carry them for Kachha stacking in countable position, if necessary, within premises of the center and to take out the Wheat bags from stacks/scale point and load the same into vehicles. (The rate is inclusive of Tola/Weighing charges**) Applicable for farmers		
2	Handling of HDPE/PP Bales at Mandi		
2(a)	Unloading of gunnies (HDPE/PP) from trucks/any other commercial vehicles in mandies stacking at proper place in countable condition and keep them in his safe custody till the same are utilized/returned. The		

	Iron Wrappers and gunny wrappers shall be retained by the Handling and Transport Agent. In case of damaged gunnies are found in gunny bales then the same shall be kept separately alongwith the Iron Wrappers and gunny wrappers.		
Part-2	TRANSPORTATION of FOODGRAINS		
Part-2(a)	Transportation of foodgrains bags from purchase centre to linked storage points of FCI/RSWC/CWC/other private hired godowns/CAPs and railhead (on actual K.M. by shortest route):		
	i. Upto 08 KMs		
	ii. Additional above 8 KMs, but upto20 KMs		
	iii. Additional above 20 KMs, but upto40 KMs		
	iv. Additional above 40 KMs, but upto80 KMs		
	V. Additional above 80 KMs		

I/we hereby confirm that the above rates have been put up by me/us in complete senses and agree to abide by the rules of the contract.

Yours faithfully,
Signature of
Tenderer
Capacity in
which signing
Name:-
Address:-
Mobile No.:

APPENDIX-VI

Declaration of Carriage by Road Act, 2007

(To be submitted on Bidder's Letter Head)

I M/s.....hereby undertake to abide by the section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provision of MTF. Further, I shall also undertake to submit necessary documents of registration etc. to Fedration.

Signature of the Tenderer

(with stamp)