

**OFFICE, OF THE DEPUTY REGISTRAR CO-OPERATIVE SOCITEY.**

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Phone : -----

E-mail :- -----

**e-TENDER NOTICE FOR TRANSPORTATION & HANDLING OF WHEAT**

E-tenders, from experienced and capable contractors, are invited for Transportation & Handling of Wheat purchase under MSP 2022-23, in Different Mandis ..... up to ..... PM on ..... details may be seen in the e-tender document available at our official website **www.rajfed.in** or the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).

Deputy Registrar

# TENDER FORM

FOR

**TRANSPORTATION & HANDLING AGENTS**

**(e-TENDER)**

**PART – A**

**TECHNICAL BID**

**TENDER No.**

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

1-	Down Load of Tender Form	:-	<b>From _____ Till _____</b>
2-	Submission of EMD / Fees	:-	Along with Tender
i)	EMD as applicable	:-	Till _____ upto ____ PM
ii)	Tender document Fee Rs. 1180/-	:-	Till _____ upto ____ PM
iii)	e-Tender Processing Fee Rs. 1000/-	:-	Till _____ upto ____ PM
3-	Last date and time of upload of the Tender	:-	Till _____ upto ____ PM
4-	Date & Time of opening of Tender	:-	
i)	Technical Bid	:-	On _____ at ____ PM
ii)	Financial Bid	:-	
5-	Earnest Money to be submitted with Tender(2% of Estimated cost of work)	:-	Rs. _____
6-	Approximate value of work	:-	.....
7-	Validity of the offer	:-	45 days, from the date of opening of Financial Bid.

## **INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS**

1. The scanned copy of tender form (Technical Bid, Part-I) and other relevant documents, which are required, duly filled and signed by tenderer should be uploaded online.
2. The tenderer is required to fill up and upload their rate at proper place i.e. in financial bid (BOQ), Part-II of tender, as per the link provided on the web and as per the directions mentioned at Annexure - L .
3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

**DO IT** :- **E-Procurement Cell, 1<sup>st</sup> Floor, Yojna Bhawan, Jaipur.**

**Help Desk Phone** :- **0141-4022688**

**Email** :- **[eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)**

4. Tender document Fee/ e-Tender Processing Fee are to be Deposited by RTGS/NEFT in Concerned Regional office. RAJFED and 2% EMD fee Deposited in Concerned KVSS --- ----- within the scheduled time, as per e-Tender notice and technical bid. MSME Rules has been applicable on EMD/ Security.
5. Since a part of this tender document is in Hindi therefore it is necessary to have Kruti Dev010 font in the computer in order to download the complete tender document.
6. Please read the instructions carefully before submitting the tender online.
7. In case of any query, please call on ----- / E-procurement Cell / Deputy Registrar Office (IT Cell) -----

## **CHECK LIST FOR FILLING UP THE TECHNICAL BID**

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

- 1- FEES & EMD
  - a) A RTGS/NEFT Order for Rs. \_\_\_\_\_/- towards tender document Fee  
RO----- RAJFED.
  - b) A RTGS/NEFT Order for Rs. \_\_\_\_\_/- towards RO-----  
RAJFED Processing Fee.
  - c) A RTGS/NEFT Order for Rs. \_\_\_\_\_/- towards EMD  
(Tender Security).KVSS -----
- 2- Part-1 (Technical Bid) of Tender document (Page No. 3 ) duly filled and signed with seal by the tender on every page
- 3- The enclosed “Declaration by the Bidder” at annexure – “L” of the tender documents, duly filled and signed with seal, required under rules, 2013 of Rajasthan Transparency in Public Procurement Act. 2012.
- 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 should be uploaded.
- 6- Self Certified Copy of PAN.
- 7- 3 Year work experience of any government / cooperative organization having average turnover of Rs. 1.00 Crore in any of the year of preceding five years. However the period of experience and turnover referred above will not be applicable to such cooperative societies who have undertaken handling and transportation work for any of the Govt. / Public Sector / Cooperative Sector organization, but should have an objective in their Bye-laws.

**TENDER No.**

**Dated :-**

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

**COST OF TENDER FORM :- Rs. 1180/- (Rupees ONE THOUSAND ONE HUNDRED EIGHTEY  
Only) (1000 +18% GST)**

**ONLINE INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR  
APPOINTMENT OF TRANSPORT & HANDLING AGENT IN RESPECT OF PURCHASE OF Wheat  
UNDER PRICE SUPPORT SCHEME /PURCHASE CENTRES / MANDIS OF RAJASTHAN TO BE  
OPERATED BY RAJFED/KVSS FOR A PERIOD OF SIX MONTHS i. e. FROM \_\_\_\_\_  
TO \_\_\_\_\_.**

**IMPORTANT NOTES :-**

- 1- Tender documents may be downloaded form State Public Procurement Portal i.e. <http://sppp.rajasthan.gov.in> and [www.rajfed.in](http://www.rajfed.in) . Aspiring bidders / suppliers who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://sppp.rajasthan.gov.in> Bidder are advised to go through instructions provided at Annexure – A regarding “Instruction for Online Bid Submissions”.
- 2- Tenderers can access tender documents on the website, fill the relevant information and submit the completed tender documents in to electronic tender on the website <http://sppp.rajasthan.gov.in>.
- 3- Tenders and supporting documents should be uploaded through RPP Portal. Hard copy of tender document will not be accepted.
- 4- 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

To :-

Deputy Registrar

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Online tender is invited through e-tendering portal for the appointment of Transport & Handling Agent (hereinafter referred to as H&TA) in the Mandi \_\_\_\_\_ in Revenue Distt. \_\_\_\_\_ of Rajasthan during RABI Marketing Season (RMS) \_\_\_\_\_. The Appointment relates to the work of Transportation of Wheat, from procurement centre/ mandi to linked depot / storage point / railhead.

- a) These tenders are invited under “TWO BID” system at Rajasthan Public Procurement Portal (URL <http://sppp.rajasthan.gov.in>). So the price bid & technical bid is uploaded separately. The details of the EMD and the cost of the tender form deposited in KVSS Office, \_\_\_\_\_ account (as per the account details given in NIT) is to be uploaded with technical BID. Tender forms can be downloaded from \_\_\_\_\_ to \_\_\_\_\_ upto \_\_\_\_\_ from the site (URL <http://sppp.rajasthan.gov.in>) and scanned copy of duly complete and signed tender form along with the necessary required documents can be uploaded up to (as per NIT) \_\_\_\_\_.
- b) Each technical Bid, accomplished by an earnest money and the cost of tender form processing fee as shown in the annexure – “B” in the form of bank RTGS/NEFT, deposited in the account of KVSS \_\_\_\_\_ RAJASTHAN, will be opened on \_\_\_\_\_ by the committee constituted by the concerned **Deputy Registrar** in the presence of available tenderers or their representatives. Tenders not accompanied by the requisite amount of EMD / Tender processing Fee / Tender Fee as well as conditional tender will be rejected summarily.
- c) The security amount shown in the Annexure–“B” will be deposited by the successful tenderers within five working days from the date of communication of acceptance letter. The earnest money is liable to be forfeited in the event of his failure to deposit Security Deposit amount within the given specific period and the work will be get done at his risk & cost. Further the tenderer will also be debarred / black listed from participation in any type of tender of any KVSS for a period of five years from the date of debarment.
- d) The successful tenderer will have to commence work immediately on the date as may be decided by the Deputy Registrar or any his officers authorized for the purpose. EMD / Security will be forfeited in case the work is not taken up on the specified date or the tenderers refuses or modifies the offer subsequently and the work will be carried out at the RISK & COST of the tenderer. Further the tenderer will also be debarred / black listed from participation in any type of tender of any KVSS for a period of five years from the date of debarment.



- e) Mere mention of any item of work in the contract will not confer any right on the H&TA to demand that the work relating to all or any item thereof will necessarily or exclusively be entrusted to him. KVSS will have exclusive right to appoint one or more TA or to divided the work among such H&TA's in the manner. KVSS may decide. No claim shall lie against the Society by reason of such division.
- f) The tenderers are required to upload scanned copy of duly completed and signed copy of tender form along with all documents (as listed in the Annexure) relating to the firm.
- g) All the applicable statutory taxes will be deducted / recovered from the admitted bills as per rules.
- h) The **Deputy Registrar** \_\_\_\_\_ reserves right to reject any or all tenders without assigning any reasons.
- i) In case of any dispute District Level Committee 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 General Manager to get the work done at Risk & Cost of the H&TA, if he finds that the performance of the H&TA is not satisfactory.
- j) A set of terms and conditions applicable to H&TA is enclosed. The tenders required to go through these terms and conditions and sign each page in token of having accepted the same submitting the tender.

**Signature of the Tenderer  
with full address**

**TERMS AND CONDITIONS GOVERNING APPOINTMENT OF H&TA  
DURING RMS \_\_\_\_\_**

**I. DEFINITIONS :-**

- a) The terms “**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 “**H&TA**” 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 General Manager for and on behalf of KVSS
- d) The terms “**General Manager**” shall mean the General Manager under KVSS whose administrative jurisdiction, the KVSS purchase centers to which the contract relates fall. The term General Manager shall also include every other officer who is representative of the General Manager.
- 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 General Manager 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 “**Food grains**” shall mean Wheat.
- 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 Wheat.

**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 KVSS may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.

- b) The KVSS represented by the General Manager, ..... and any other person authorized and acting on his behalf.
- c) The notice or any other action to be taken on behalf of the KVSS may be given/taken by the General Manager 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 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 corporation 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 :-**

Tenderer should have experience of Transportation or H&TA duly obtained from Manufacturer / PSU/ Govt./ Deptt./ Public Ltd. Company/ Private Limited Company, Co-operative Society registered under Co-operative Societies Act dealing in the field of Fertilizer, Food Grains, Sugar, Coarse Grains or any other commodity.

**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 KVSS 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 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 Federation 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 H&TA will ensure that provisions of EPF Act are complied with. He will deposit the EPF with the concerned RPFPC within prescribed time and submit all required returns and clearance from RPFPC concerned, failing which he will be responsible for the consequences. In case EPF is not deposited, the same will be deducted from his [bills@25.61%](#) along with administrative charges and penalty for the delay etc.

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

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 KVSS, or any person on his or their behalf, for showing any favor or forbearing to show any disfavor to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the KVSS and the contractor shall be liable to reimburse the KVSS of any loss or damage resulting from such cancellation.

#### **IX. SECURITY DEPOSIT:-**

- a) The successful Tenderer shall furnish within five 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 clauses
- i) A sum equivalent to 5% of the value of the Contract(after adjust of EMD) through Bank Draft/banker cheque
- The Security Deposit shall not earn any interest.
- b) The security deposits furnished by the tenderer would be subject to the terms & conditions of this tender and the KVSS will not be liable for payment of any interest on the security deposit.
- c) If the H&TA duly performs and completes the contract in all respect and presents absolute **no demand certificate** & returns in good conditions any property of the kvss remained with him, the kvss shall refund the security to the H&TA after processing the **no demand certificate at kvss level to examine it and to confirm recovery if any against the H&TA and after audit observations complied with after deducting all cost and all of here expenses that the kvss may have incurred and all dues and other money including all losses & damages which the kvss is entitled to recover from the H&TA No interest is either payable or will be paid to the TA on the amount of security deposit in any case.**
- d) The security deposit will be refunded to the H&TA 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, General Manager shall have the right to forfeit the security deposit in part or whole, while making good the losses from the H&TA. In the event of security being insufficient the Kvss 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 Kvss and Summary Termination:-**

- a) The H&TA shall be responsible to supply adequate number of trucks or any other commercial transport vehicles/ other resources for carrying out the H&TA work on the instructions of General Manager or any other officer acting on his behalf. In case, he fails to supply the sufficient numbers of trucks on requisition, General Manager shall have right to engage the same through the other H&TA/ source this risk & cost and losses so occurred will be recovered from him. The decision of General Manager in this regard shall be final and binding of the H&TA.
- b) The H&TA shall be responsible for the safety of the goods / food grains during the operations of H&TA at the procurement centre / mandi until these are delivered at the linked godown / storage point / Railhead or any other destination decided by the General Manager or any other officer acting on his behalf. The H&TA 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 H&TA shall deliver the number of bags and the weight of food grains 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 H&TA shall be liable for all costs, damages, charges and expenses suffered or incurred by the Kvss due to the H&TA'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 Kvss or in particular to any property or plant belonging to the Kvss due to any act whether negligent or otherwise of the H&TA himself or his employees. The losses will be recovered at the rate **twice of Average Acquisition Cost** applicable from time to time. The decision of the General Manager, regarding such failure of the H&TA and his liability for the losses etc. suffered by the Kvss shall be final and binding on the H&TA. The H&TA shall be fully liable and responsible to maintain discipline while working with staff of the Kvss 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 Kvss his contract may be terminated and he maybe blacklisted/debarred from participating infuturetenders /contracts for aperiod offive years from the date of such termination.The decision of General Manager in this regard will be final.
- d) The Kvss 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 H&TA's negligence and un-workman like performance of service sunder 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 H&TA

under this or any other contract with the Kvss .In the event of any sum which may be due from the Kvss as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the H&TA as aforesaid shall be deducted from the security deposit, furnished by the H&TA, should this sum also be not sufficient to cover the full amount claimed by the KVSS, the H&TA shall pay to the KVSS on demand the remaining balance of the aforesaid sum claimed failing which Kvss has a right to recover the balance amount.

- e) The General Manager 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 H&TA contravenes any of the terms & conditions of the agreement. General Manager shall also have the right to forfeit the security deposit and recover the losses accrued to the Kvss due to his failure to carry out work. Further the tenderer will also debarred/blacklisted from participation in any type of tender of Kvss for a period of five years from the date of debarment.
- f) The H&TA shall be responsible for all damages/shortages/losses caused to KVSS stocks & property during the whole operations performed by him. He shall also be responsible for safe and quick conveyance of KVSS stocks & property up to required destination/shortage point of the KVSS. He shall be responsible for short ages noticed in the Kvss 's stocks & property at the receiving end.
- g) In the event of purchased stocks of the KVSS in the Mandi is not removed/lifted by the H&TA within stipulated time as per the KVSS directions, the H&TA shall be responsible for all the losses which the KVSS may have sustained due to stacking of the purchased stocks in the Mandi and he shall be responsible for any penalty imposed by the Market Committee for non-lifting / non clearance of stocks from Mandi.
- h) The H&TA shall have the capacity to handle the H&TA work as per Kvss 's requirement. In case the H&TA fails to handle the Mandi operations on day to day basis as per the requirement of the Kvss, the work shall be get done at the risk & cost of the H&TA and losses/extra expenditure sustained by the KVSS on the account shall be recovered from the H&TA. The decision of General Manager, Kvss ..... shall be final and binding in this regard.
- i) The H&TA shall be responsible for keeping a complete and accurate account of all supplies of food grains etc. and empty gunny bags received by him from the Kvss and shall render accounts and furnish returns and statements in such a manner as prescribed by the General Manager or an Officer acting on his behalf from time to time.

#### **XI. SET OFF CLAUSE:-**

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

Kvss 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 Kvss 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 H&TA to demand that the work relating to all or any item should necessarily or exclusively be entrusted to him.
- b) General Manager reserves the right to appoint one or more H&TA for any or all services and to divide the work between H&TA s in the manner decided by him. No claim shall lie against the Kvss 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 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 General Manager concerned whose decision will be final and binding.

## **XIII. PAYMENT:-**

- a) The H&TA shall submit his bills in triplicate to General Manager, KVSS 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 General Manager Kvss ..... on submission of bills in triplicate duly supported by the consignee's receipt and other related documents.
- c) Monthly bills, bearing GST and/ of PAN as applicable, of the work executed by the successful tenderer, shall be produced to the G.M. ----- Kvss, who in turn, shall release the payment in accordance to the work order / tender after verifying the facts and figures.
- d) 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.
- e) The Kvss shall not be liable for payment of any interest on any bill outstanding for payment.
- f) 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 Kvss can be transferred electronically through RTGS / NEFT.

- g) **The tenderer / bidder. Registered under GST (if applicable) shall ensure that the invoice to be raised with Kvss is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by Kvss.**
- h) **Kvss reserves the right to release payment of GST amount (if applicable) only post matching of the invoices in the GSTN System.**
- i) **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**

**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 One Year from the date of awarding of the contract.

**XVI. Terms of Services to be Rendered by H&T Agent and Brief Description of work :-**

- a) The tenderer agrees to work as Transport & Handling Agent (herein after referred to as H&TA) at Kvss purchase centre/ mandi for a period of **Six Months** from the date of awarding of the contract.
- b) The H&TA agrees to transport Wheat works duly assigned by Kvss from purchase centre / mandi To storage point.
- c) The H&TA agrees to handle & transport gunnies/dead stock articles or any other works duly assigned by Kvss from storage point to purchase centre / mandi and vice Versa.
- d) The H&TA agrees to work as Transport & Handling Agent for the Kvss on the term & conditions as specified in this MTF for adequate number of trucks, scale/balance of Wheat bags, stenciling gunnies with colours, placing the bag on beam scale/balance, unloading from balance, providing of sutli and local transportation of food grains/ 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 Kvss.
- 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 H&TA shall not sublet/ transfer or assign the contractor any part of it. In the event of contravention of this clause, General Manager shall have the right to terminate the contract and get the work done from any other H&TA at his risk & cost.
- g) The H&TA shall be liable to comply with the instruction from General Manager or any officer acting on his behalf the requirement of trucks every evening for transportation of food grains bags from mandi to the depot/ railhead next day. Moreover, H&TA will clear the mandi on day to day basis and he will be solely responsible for any damage to food grains or gunnies due to non-lifting of the food grains on day to day basis. In the special cases, he may be required to arrange transportation at short notice.

#### **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 General Manager, Kvss..... acting as such at the time of reference or to such other person as General Manager, Kvss, may general/special order nominate on his behalf and his decision shall be final and binding on both the parties
- b) The Kvss reserves the right to terminate the contract at any time without assigning any reason. In the event of the Kvss cancelling this agreement before the expiry date, no compensation and damages shall be payable to the H&TA on this account. Moreover, in such an event the H&TA shall render complete account of food grains/gunnies and any other articles in his custody and also arrange to return the stocks as per the direction of the General Manager, Kvss or any official on his behalf at the procurement centre.
- c) The Kvss reserves the right to withdraw from the contract any time and Transportation work in respect of part Mandi operations left incomplete by the H&TA if the Kvss considers it necessary to do so. The decision of the General Manager, Kvss shall be final in this regard and no claim shall be entertained against the Kvss for any loss or damage suffered or alleged to have been suffered by the H&TA on account of such withdrawal of the work
- d) The H&TA shall bind himself to carryout works as per the instructions of the General Manager, Kvss or an officer/official working on his behalf as are incidental to this agreement and as may be issued from the Kvss from time to time.
- e) In the event of the KVSS having any claim ascertain or otherwise against the H&TA 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 General Manager, Kvss 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 Kvss the H&TA 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. 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 Concord Deputy Registrar cooperative society.

**Signature of the Tenderer  
with full address**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the RPP Portal, using valid Digital Signature Certificates. Instructions given below are meant to assist the Bidders in registering on the RPP Portal, prepare their bids in accordance with the requirement and submitting their bids online on the RPP Portal.

More information useful for submitting online bids on the RPP Portal may be obtained at <http://sppp.rajasthan.gov.in>.

#### **REGISTRATION**

- 1- Bidders are required to enroll one-Procurement module of SPPP Portal (SPPP <http://sppp.rajasthan.gov.in>) clicking on the link “Click here to enroll” on the SPPP Portal is free of charge.
- 2- As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3- Bidders are advised to register their valid E-mail address and mobile numbers as part of the registration process. These would be used for any communication from the RPP Portal.
- 4- Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (class II or class-III certificates with signing key usage) issued by any certifying authority recognized by NIC Rajasthan, with their profile.
- 5- Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse
- 6- Bidder then logs into the site through the secure login by entering their user id/ password and the password of the DSC/ e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1- There are various search options built in the RPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the RPP Portal.
- 2- Once the bidders have selected the tenders they are interested in, they may download required documents/ tender schedules. These tenders can be moved to the respective “My Tenders

- folder. This would enable the RPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- 3- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the helpdesk.

### **PREPARATION OF BIDS**

- 1- Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 2- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents—including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. Pan card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for submission process.

### **SUBMISSION OF BIDS**

- 1- Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3- Bidder has to select the payment option as “offline” to pay the tender fee/ EMD.
- 4- Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD/ tender fee should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected.
- 5- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with the irrespective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6- The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 8- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

- 1- The time for seeking clarification and giving replies may be specified by Officer concerned preferably which should be before closing of the time of bid, the queries and replies will be submitted by e-mail at the **e-mail ID:-** ----- . Any queries relating to the tender documents and the terms and condition contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender
- 2- Any queries relating to the process of online bid submission or queries relating to RPP Portal in general may be directed to the 24X7 RPP Portal Helpdesk.

**STATEMENT SHOWING AMOUNT OF EMD/SECURITY TO BE DEPOSITED BY  
THE TA FOR RABI .....**

<b>S. No.</b>	<b>Name of Mandi / Purchase Centre</b>	<b>Contract Value (In Rs.)</b>	<b>EMD 2% of CV (In Rs.)</b>	<b>Security 5% of CV (In Rs.)after adjust ment of EMD</b>

The successful tenderer shall be required to deposit a security amount equivalent to 5% of the declared tender value, in our account, immediately after getting declared successful which would be minimum to the extent of Rs. ----- . The EMD/SD already deposited by him in previous years or prior to that shall not be adjusted in this security amount. only the EMD of the current season shall be adjusted in the security amount.

**Critical Dates Section :-**

1-	<b>Tender Publishing Date</b>	
2-	<b>Tender Document Download Start Date &amp; Time</b>	
3-	<b>Tender Document Download End Date &amp; Time</b>	
4-	<b>Bid Submission Start Date &amp; Time</b>	
5-	<b>Bid Submission End Date &amp; Time</b>	
6-	<b>Bid Opening Date &amp; Time (Technical Bid)</b>	

If the date fixed for online 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.

**APPENDIX - I**

**TENDER SUBMISSION UNDERTAKING**

**To,**

Deputy Registrar),

.....

**Subject :- Acceptance of Terms & Conditions of Tender.**

**Tender Reference No. :- .....**

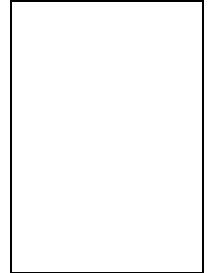
**Name of Tender / Work :- .....**

**Dear Sir,**

- 1- I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/ Work" from the web site(s) namely: .....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 (Technical Bid) from page no. .... to ..... (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 uploaded/ submitted all the duly filled and signed Scanned 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 later on, if tender awarded.
- 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)  
APPENDIX - II**

**FORWARDING LETTER**



Recent Photograph  
of Tenderer

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

---

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**To,**

The Deputy Registrar

.....

- 1- I submit the e-tender for appointment as H&TA of .....  
Mandi / Purchase Centres.
- 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 with in the time. I/ We also agree that if the date up to which the offer would remain open is declared a holiday for the Kvss the offer will remain open for acceptance till the next working day.
- 4- I have deposited EMD , tender document and tender processing fee of.....  
( .....) through RTGS/NEFT.
- 5- 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.

- 6- **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/ Kvss/RAJFED, 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).**

- 7- I hereby declare that no contract entered into by me, my Firm/ Company with the State Government /Food Corporation of India/ Kvss/RAJFED, 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.
- 8- 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/ Kvss/RAJFED, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.
- 9- 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 Kvss 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 Kvss 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**

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

i)	Effective date of registration	:-	
(1)	<b><u>Comments</u></b> 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 provided for the additional registrations in the same state separately	:-	

**LIST OF DOCUMENTS ATTACHED:-**

- 1- Forwarding Letter.
- 2- All supporting documents except the tender documents have to be signed, scanned and uploaded in technical bid. Price Bid has to be scanned and uploaded at the requisite place in the e-Procurement system.
- 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) Certificate of experience and details there of. Yes/No
  - iv) Duly audited P&L account and balance sheet of relevant completed years for which experience certificate has been submitted by the tenderer. 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 and PAN Card Yes/No
  - vi) Copy of GST registration certificate, if available. Yes/No

**Signature of the Tenderer  
(With Stamp)**

**PERFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY THE TENDERER**

S. No.	Name of the Client /Customer	Nature of the Work/Contract executed	Contract Period	Product Handled	Volume of Work Handled in MT	Total Value of Work/ Contract executed	Financial Yearwise Break Upof the Work / Contract executed		Whether Work executed satisfactory (Yes/No)	REMARK
							FY	Amount		

## 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 General Manager and get clarification. The decision of the Project 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 uploaded the scanned copies of required RTGS/NEFT Orders and other relevant documents required as per the check list and have deposited the RTGS/NEFT Orders in this office up to the scheduled time, shall be opened.**
3. This tenderer shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012 and RTPP Rules ,2013
4. Prior to loading the scanned copies of technical bid at the time of filling the online tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
5. If the successful tenderer fails to execute the works as per technical bid, the project 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.
6. The project 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.
7. In case, the legal proceedings are felt to be required by the tenderer or the kvss , the same shall be dealt at the kvss jurisdiction only.
8. 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 Deputy Registrar .
9. Tendar Comitee reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
10. In case of any dispute, the decision of Deputy Registrar shall be final and binding on both the parties.
11. If any loss is made by, contractor labourers, to the KVSS 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 General Manager, KVSS 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 actual tender value, in our account, immediately after getting declared successful, by way of RTGS/NEFT . The EMD of successful tenderer shall be converted to security deposit and only the differential amount of security is to be deposited by them. MSME Rules has been applicable on EMD/ Security The total security amount so deposited shall be released after successful completion of supplies/work i.e. clearance of account by General Manager KVSS at the end of RMS 2021-2022. No interest shall be payable on that, which may please be noted.**
20. **The successful tenderer would be made nominal member of KVSS .**

Deputy Registrar

## Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their Notice inviting Bids No. \_\_\_\_\_ dated \_\_\_\_\_..

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

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 KVSS 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\_\_\_\_\_

**TO,**  
Deputy Registrar

-----

**DECLARATION BY THE TENDERER**

I/We have read and understood all the terms and conditions of the e-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 e-tender. The authority letter in this regard is enclosed here with.

Date :

Place :

Mobile No. :

Signature of the tenderer :

.....

Name and Address of the tenderer :

.....

.....

.....

.....

.....

.....

.....

# **Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is General Manager, KVSS-----.

The designation and address of the Second Appellate Authority is Deputy Registrar.

## **(1) Filing an Appeal :**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings :

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

## **(4) Appeal not to lie in certain cases :**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

## **(5) Form of Appeal :**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as



- many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - (c) Every appeal may be presented to First appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filing Appeal :**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for Disposal of Appeal :**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

# PART- B

# PRICE BID

## PRICE BID

### SCHEDULE OF RATES AND SERVICES FOR TRANSPORT AGENT AT MANDI/PURCHASE CENTRE \_\_\_\_\_

Tender No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**Part-2**

परिवहन कार्य हेतु दरें निम्न स्लेब अनुसार दरें प्राप्त की जानी है :-

TRANSPORTATION	RATES
SLABS	SOR RATES
Up to 8 Kms.	Rs. 15.31 Per Qtl.
Above 8 Kms. Up to 20 Kms.	Further Increase at Rs. 01.08 Per Km/Per.Qtl
Above 20 Kms. Up to 40 Kms.	Further Increase at Rs. 0.78 Per Km/Per.Qtl
Above 40 Kms. Up to 80 Kms.	Further Increase at Rs. 0.50 Per Km/Per.Qtl
Above 80 Kms.	Further Increase at Rs. 0.18 Per Km/Per.Qtl

	<b>TRANSPORTATION OF GUNNY BAIES</b>	<b>Per Bales Rate</b>
<b>II(b)</b>	i. Transportation of gunnies (Jute) from gunny storage point to purchase points (mandies) as directed by General Manager or any officer acting on his behalf.	Rate per Jute Bale
	ii. Transportation of left-over gunnies (Jute) in proper bundles (countable condition) from purchase point (Mandies) to storage point as directed by General Manager or any officer acting on his behalf.	
	i. Upto 03 KMs	
	ii. Additional above 3 KMs, ut upto 10 KMs	
	iii. Additional above 10 KMs, ut upto 20 KMs	
	iv. Additional above 20 KMs, ut upto 30 KMs	
	v. Additional above 30 KMs, ut upto 100 KMs	
	vi. Additional above 100 KMs, ut upto 300 KMs	

<b>II(c)</b>	Transportation of HDPE Bales from storage point to purchase points (mandies) as directed by General Manager or any officer acting on his behalf.	<b>Rate per HDPE/PP Bale</b>
	Transportation of left-over Bales/Bags in proper bundles (countable condition) from purchase poiint (Mandies) to storage point as directed by General Manager or any officer acting on his behalf.	
	i. Upto 03 KMs	
	ii. Additional above 3 KMs, ut upto 10 KMs	
	iii. Additional above 10 KMs, ut upto 20 KMs	
	iv. Additional above 20 KMs, ut upto 30 KMs	
	v. Additional above 30 KMs, ut upto 100 KMs	
	vi. Additional above 100 KMs, ut upto 300 KMs	

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

**PRICE BID**

**SCHEDULE OF RATES AND SERVICES FOR HANDLING AGENT AT  
MANDI/PURCHASE CENTRE \_\_\_\_\_**

Tender No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**Part-3**

मंडी कार्य हेतु दरें अनुसार प्राप्त की जानी है :-

HANDLING	RATES
Handling (MLC) Rates.	19.23 Per Qtl.

**Tender No.:-**\_\_\_\_\_

**Date:-** \_\_\_\_\_

To,

Deputy Registrar,

.....

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/mandi\_\_\_\_\_.
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.	Flat rates per bale for service described in Part-B (price bid) of Part-II (b,c).	

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:

# B.O.Q.

Tender Inviting Authority :- Deputy Registrar -----

Name of work :- **Transportation of Wheat.**

Contract No. :-

Bidder Name			
<b><u>PRICE SCHEDULE</u></b>			
(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only).			
Number	Text	Text	Number
S.No.	Item Description	Lower/Equal/Higher	% Percentage
(1)	(2)	(3)	(4)
1.	Want to work on <b>Lower</b> rates, as per declared BSR of the KVSS (Part-2/3)	Rate Lower by (-)	
2.	Want to work on <b>Equal</b> rates, as per declared BSR of the KVSS (Part-2/3)	Equal Rate (=)	
3.	Want to work on <b>Higher</b> rates, as per declared BSR of the KVSS (Part-2/3)	Rate Higher by (+)	

Yours faithfully,

Signature of Tenderer  
Capacity in which signing  
Name:  
Address: