

GOVT OF KARNATAKA
FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS DEPT,
8, CUNNINGHAM ROAD, SAHAKARA BHAVAN,
BANGALORE- 560052.
E-TENDER

<https://www.eproc.karnataka.gov.in>

NOTIFICATION

FOR THE YEAR 2015-16 (FROM 01/11/2015 TO 31/10/2016)
TENDERS ARE INVITED IN TWO - COVER SYSTEM, FOR
TRANSPORTATION OF FOODGRAINS & OTHER ITEMS FROM
KFCSC / TAPCMS / OTHER WHOLESALE NOMINEE GODOWNS
TO FAIR PRICE DEPOTS (RETAIL TRANSPORTATION)
INCLUDING LOADING, UNLOADING AND ARRANGING IN STACK
FORMATION IN FAIR PRICE DEPOTS OF KARNATAKA STATE
BY ROAD, THROUGH e-TENDER PLATFORM OF GOVERNMENT
OF KARNATAKA

CALENDER OF EVENTS -**SCHEDULE OF TENDER**

Date of Notification	01.09.2015
Date of Pre-bid Meeting	09.09.2015 11.30 a.m.
Last date and time for clarification	11.09.2015 4.30 p.m.
Last date and time for Receipt of Tenders	30.09.2015 5.30 p.m.
Technical Bid opening date and time	05.10.2015 11.00 a.m.
Financial Bid opening date and time	16.10.2015 11.00 a.m.

NOTE:-

1) The Food, Civil Supplies and Consumer Affairs Department's e-tender document, containing the terms and conditions of procurement of transportation services through e-procurement and Manual containing e-tender procedure, can be downloaded from www.ahara.kar.nic.in And e-Procurement platform (<https://eproc.karnataka.gov.in>)

2) Interested Bidders are requested to register in the e-Procurement Platform well in advance. For more details, contact e-Procurement helpdesk (080-2550 1216 or 25501227)

(Timings: 9:00 am to 9:00 pm from Monday to Saturday)

Or

Mail to Helpdesk: hphelpdesk.blr@intarvo.com or hphelpdesk.blr@gmail.com

Training details

Training Date	Training Venue	Batches	Training duration
On all Govt of Karnataka working Wednesdays & Saturdays	Training Room No. 1, Gate No. 2, M.S. Building, Bangalore - 01	1	10.30 am to 1.30 pm
		2	2.30 pm to 5.30 pm

OR

Training Date	Training Venue	Batches	Training duration
On all Govt of Karnataka working Mondays	Regional Center, Center for e-Governance, Opposite AIR Dharwad, PWD Division compound, Dharwad - 580008	1	10.30 am to 1.30 pm
		2	2.30 pm to 5.30 pm

Commissioner

Submission of documents:

Bidder shall submit all the required documents through e-procurement portal only.

BID OPENING:**Tender Inviting Authority**

Additional Director, FCS & CA Dept.	-	Chairman
Joint Director (CS& CA), FCS & CA Dept.	-	Member
Sr. Deputy Director (P D), FCS & CA Dept.	-	Member
Chief Accounts Officer, FCS& CA Dept.	-	Member Secretary
Deputy Director (I T), FCS & CA Dept.	-	Member
Deputy Director, Bangalore (Urban), FCS & CA Dept.	-	Member

Tender Scrutiny Committee

Bids are opened by Tender Scrutiny Committee of Food, Civil Supplies and Consumer Affairs Department for Technical evaluation and to confirm the eligibility criteria.

- i.** The Technical Scrutiny will be done at the **Bangalore IRA**, under the Chairmanship of Additional Director with following members.

Deputy Director, North Range, Bangalore, FCS & CA Dept.	-	Member
Deputy Director, South Range, Bangalore, FCS & CA Dept.	-	Member
Deputy Director, East Range, Bangalore, FCS & CA Dept.	-	Member
Deputy Director, West Range, Bangalore, FCS & CA Dept.	-	Member
Deputy Director, Central Range, Bangalore, FCS & CA Dept.	-	Member
RTO, Bangalore.	-	Member
Accounts Officer (Depots) Bangalore, FCS & CA Dept.	-	Member
Assistant Labour Commissioner, Labour Department	-	Member
Assistant Director, (IR) Bangalore, FCS & CA Dept.	-	Member Secretary

- ii.** Whereas in Districts the Technical scrutiny will be done, under the chairmanship of Deputy Commissioner of the district along with following members.

Chief Accounts Officer, Z.P	-	Member
District Manager, KFCSC of the District.	-	Member
RTO of the District.	-	Member
Assistant Labour Commissioner of the District.	-	Member
Deputy Director, FCS & CA Dept. of the District.	-	Member Secretary

The technical committee will scrutinize (as per the check list) entire documents submitted online along with the physical verification of the original documents. The details of the trucks, fitness condition financial position of Bidder etc., will be ascertained. After approval of the tender scrutiny committee the list of qualified bidders will be forwarded to the **Tender accepting authority** either online or through mail.

Tender Accepting Authority

Commissioner, FCS& CA Dept.	-	Chairman
Additional Director, FCS & CA Dept.	-	Member
Chief Accounts Officer, FCS& CA Dept.	-	Member
Senior Deputy Director (Public Distribution), FCS & CA Dept.	-	Member
Senior Deputy Director (CS& CA), FCS & CA Dept.	-	Member
Deputy Director (I T), FCS & CA Dept.	-	Member

Financial Bid:

Financial bids will be opened by Tender Accepting Authority only in respect of the bidders who have qualified in the Technical bid by Tender Scrutiny Committee

Award of contract

Qualified successful bidders will be communicated to Deputy Commissioner / Additional Director (IRA) by Tender accepting authority.

The contract will be awarded to the lowest successful bidder for value of **C** in the Financial Bid by way of communication of acceptance letter by the Deputy Commissioner/Additional Director (IRA) of the concerned district by Registered Post/AD or through e-mail to the bidder.

If the lowest successful bidder's value of **C** is abnormally more than Bench Mark Rate, Tender Accepting Authority shall conduct negotiation with lowest successful bidder only in exceptional circumstances such as, If the value of **C** quoted by lowest bidder is substantially above estimated cost, lack of competition (less than three), single bid or suspected collusion.

Government of Karnataka
Food Civil Supplies and Consumer Affairs Department,
Bangalore-52.

PART - A

TECHNICAL BID

CONTRACT FOR, TRANSPORTATION OF FOODGRAINS & OTHER ITEMS FROM KFCSC / TAPCMS / OTHER WHOLESALE NOMINEE GODOWNS TO FAIR PRICE DEPOTS (RETAIL TRANSPORTATION) INCLUDING LOADING, UNLOADING AND ARRANGING IN STACK FORMATION IN FAIR PRICE DEPOTS OF KARNATAKA STATE BY ROAD, THROUGH e-TENDER PLATFORM OF GOVERNMENT OF KARNATAKA FOR THE PERIOD 01/11/2015 TO 31/10/2016

INVITATION TO BID**From:**

COMMISSIONER,
FOOD, CIVIL SUPPLIES AND
CONSUMER AFFAIRS DEPARTMENT,
No.8, Cunningham Road,
Bangalore-52.

Tel. No.080-22263862

FAX No.080-22267205

E-mail: caofcs@gmail.com,
hqa2cao@gmail.com

To:

Dear Sir(s),

1. For and on behalf of the Food, Civil Supplies and Consumer Affairs Department of Karnataka, the Commissioner, Food, Civil Supplies and Consumer Affairs Department of Karnataka, Bangalore, invites tenders for appointment for **TRANSPORTATION OF FOODGRAINS AND OTHER ITEMS FROM KFCSC / TAPCMS / OTHER WHOLESALE NOMINEE GODOWNS TO FAIR PRICE DEPOTS (RETAIL TRANSPORTATION) INCLUDING LOADING, UNLOADING AND ARRANGING IN STACK FORMATION AT ALL FAIR PRICE DEPOTS.**

Bid documents may be downloaded from Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in> under login for bidders/suppliers/contractors. Aspiring Bidders who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in>.

2. Bids to remain open for acceptance up to and inclusive of 30.09.2015.
3. Commissioner, Food Civil Supplies and Consumer Affairs Department, may, at his discretion, extend this day by 30days and such extension shall be binding on the Bidders.
4. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the bid shall be deemed to remain open for acceptance

till next following working day.

5. The bid should be submitted in e-Procurement Portal at the following website <https://eproc.karnataka.gov.in> up to **30.09.2015 5.00 pm** along with the EMD of **Rs.1,50,000/- (Rupees One lakhs Fifty Thousand Only)** through e-payment.

Offer(s) will have to be made in two parts (i) Technical Bid and (ii) Financial Bid in e-Procurement Portal. The Technical Bid will be evaluated first. The "Financial Bid" of only those Tenderers who are found qualified by tender scrutiny committee in Technical Bid will be opened. The time and date of opening the Financial Bid will be as per the tender schedule.

6. If the date fixed for opening of bids is declared a holiday, the bids 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.

7. **Pre-bid meeting:** Commissioner, Food Civil Supplies and Consumer Affairs Department, Bangalore will be holding a pre-bid meeting as per the tender schedule.

Interested prospective bidders who wish to participate in the Pre- bid meeting which will be conducted on designated date, may participate at Commissioner's office through video conference from all Deputy Commissioner's offices.

8. Food, Civil Supplies and Consumer Affairs Department reserves the right to make any alterations in the bid document based on the suggestions/decisions arrived at the pre-bid meeting.

9. Food, Civil Supplies and Consumer Affairs Department reserve the right to cancel the tender enquiry at any stage without assigning any reason.

**Commissioner,
(FCS&CA)**

INSTRUCTIONS TO BIDDERS

1. Introduction

Food, Civil supplies & Consumer Affairs Dept, Government of Karnataka is responsible for providing food security and ensuring availability of food grains at subsidized prices, particularly to the poorer section of the society distributed through public distribution system, as well as promoting the welfare of the consumers. The department also has the responsibility of implementing the Essential Commodities Act 1955 both central and state acts.

2. Brief description of work

FOR THE YEAR 2015-16 (01/11/2015 to 31/10/2016) TENDERS ARE INVITED IN TWO-COVER SYSTEM, FOR TRANSPORTATION OF FOODGRAINS AND OTHER ITEMS FROM KFCSC / TAPCMS / OTHER WHOLESALE NOMINEE GODOWNS TO FAIR PRICE DEPOTS (RETAIL TRANSPORTATION) INCLUDING LOADING, UNLOADING AND ARRANGING IN STACK FORMATION IN FAIR PRICE DEPOTS OF KARNATAKA STATE BY ROAD INCLUDING FOLLOWING SERVICES.

- A.** All documentation pertaining to the contract, statutory/non-statutory, RTO, Police, Local Authorities and documentation pertaining to all clearances for smooth execution of the contract shall be done by the Bidder at his cost.
- B.** The costs, charges, taxes, duties, cess, fees, expenses, toll, protocol charges, involved in the transportation of food grains etc. in the trucks from the designated godowns and unloading from the trucks Fair Price Deposts will be the responsibilities of the bidders.

3. Volume of work

- (a) Subject to as herein after mentioned, the FCS & CA Dept does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively been entrusted to him.
- (b) If the contractor is required to perform any PDS related service in addition to those specifically provided for in the contract will be paid at the awarded rates, only.
- (c) 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 Commissioner, Food, Civil Supplies and Consumer Affairs Department whose decision shall be final and binding on the contractor.

- (d) The Contractor will have the right to represent in writing to the Commissioner, Food, Civil Supplies and Consumer Affairs Department that a particular service which he is being called upon to perform is not covered by any of the services specifically provided for in the contract, or is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.

4. **Minimum eligibility criteria:**

The Bidders shall possess the following minimum eligibility criteria to participate in this Tender:

- (i) The bidder should have minimum Number of own trucks of 6 ton capacity or more as per Annexure-II. In case of partnership firm, ownership of the vehicle may be in the name of firm or partners. The articulated triple Axle trailer trucks should not be used for food grains transportation. The attested copy of the registered B extract, insurance, emission test certificates and permit of own trucks and hired trucks details should be uploaded. The make of trucks owned and hired should not be more than 12 years old (Annexure-I). Details of hired trucks requirement based on the allotment is enclosed as (Annexure II). Having control over required hired trucks by way of lease or declaration from the owner of the trucks in favour of the bidder indicating willingness to provide the trucks to the bidder for under taking this contract should be provided at the time of award of contract. The lease period of hired trucks should be up-to the contract period, extendable up to six months. Bidders shall provide the details of own trucks and hired trucks at the time of Bidding itself.
- (ii) **Experience in transportation:** The transporter should have minimum of three years experience in transportation by Six ton and above capacity trucks in government department or corporations/public sector undertaking/public or private ltd companies having annual turnover of Rs. 75.00 lakhs and above and registered under company's act 1956 and society's registered under society registration act. Attested Copies of the 3 years experience certificates shall be produced as per (Annexure-IV) from customers evidencing proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract and value of work handled.
- (iii) The bidder can bid for maximum of 3 locations (taluk) with same set of own and hired trucks and work order will be given for one taluk only among successful bid (L-1) the taluk to which bidder has coated least

tender premium will be awarded.

- (iv) The bidders who bid for more than one location should provide the details of the own trucks and the locations as per (Annexure –III)
- v) The bidder's Annual Turnover must be not less than 10 lakhs in each last three financial years (2013-14, 2012-13, 2011-12) and average turnover should not be less than **20 lakhs**, and above during the last three **Financial years (2013-14, 2012-13, 2011-12)** from the **transportation activity itself**. The bidder should submit the details in this regard along with copies of the last three years filed income tax returns. The bidder should submit attested Balance Sheet, Profit & Loss statement and Audited Report in the form no. 3 CB & 3 CD as per section 44 AB of income tax if the turnover is more than Rupees one crore.
- vi) The bidder should submit the Affidavit stating that he has not involved in any case under essential commodity act or any other act across the state and India and his Earnest Money Deposit and/or Security Deposit have not been forfeited by any Government /Public sector under taking, for breach of the contract across the state and India.

5. Disqualifications:

- i. Wholesale transportation contractors and his own Lorries and Lorries owned by him presently appointed for transportation of foodgrains in wholesale transportation are not eligible to bid for the Retail Transportation.
- ii. The vehicle furnished for transportation of food grains or other commodities under any contract agreement with State Government / FCI or any others agencies should not be quoted for bid under this notification.
- iii. Wholesale transporters of PDS or firm performing wholesale transportation of PDS-foodgrains or family members of wholesale transporters of PDS-foodgrains are not eligible for bidding.
- iv. Lorries hired and owned by bidder or family member should not have any criminal cases, should not have been booked under Essential Commodity Act either by the Food Department, or any other Government Dept across the state and India. The bidder shall submit the affidavit and certificate from concerned authority of the district in this regard from districts across the state for previous 5 years wherever he has worked.
- v. The bidders if blacklisted/debarred by FCI or any Govt. Dept. or public sector undertaking shall be ineligible. The bidder should submit the affidavit to that effect and certificate from respective Deputy Commissioner in this regard from districts across the state for previous 5 years wherever he has worked.
- vi. The employees of state FCS & CA department, KFCSC Ltd, Food & Civil Supplies, Central Government and their relatives should not participate in the tender, and also the bidders and their family members should not be owning Fair price depot and rice or wheat flour mills. Bidder has to submit the affidavit for the same.
- vii. Whole sale nominees such as TAPCMS , KFCSC and other societies

- having godowns involved in procurement, storage and distribution of foodgrains are not eligible to participate in the tender for same taluk where ever these Wholesale Nominees and Fair Price Shops situated.
- viii. Wholesale Nominees such as TAPMC, KFCS and other societies performing Wholesale Transportation of foodgrains across the state are not eligible to participate in this Tender.
- ix. APMC (Agricultural Produce Market Committee) and commission agents are not eligible to participate in Tender.

6. Signing of Bids:

Person(s) signing the bids shall state in what legal capacity he is, or they are signing the bids, e.g., as sole proprietor of the Firm, or as a Secretary/Manager/ Director etc., of a Limited Company. In case of Partnership Firm, the names of all Partners should be disclosed and the bids shall be signed by all the Partners or their duly Constituted Attorney, having authority to bind all the Partners in all matters pertaining to the contract. The attested copy of the Registered Partnership Deed should be furnished along with the tender. In case of companies, the names of all the Directors shall be mentioned, and an attested copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the Tender along with a copy of the Memorandum and Articles of Association of the Company.

7. Earnest Money Deposit:

EMD of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand) for each bid shall be paid by the bidders through e-Procurement platform. Bids without EMD will not be considered. EMD of successful bidders will be released by Commissioner's Office through e-procurement platform after the execution of agreement with Additional Director (IRA) /Deputy Commissioner of the district.

8. SECURITY DEPOSIT:

(i) The bidder will furnish a Security Deposit for the due performance of his obligations under the contract, within **30 working days** from the date of issue of letter of acceptance of his bids, a Security Deposit for the due performance of his obligations under the contract. The information to the successful bidders will be intimated by district authorities within 10 days after the finalization of L-1 rates. The Security Deposit equal to one month's estimated transport bill amount in the form of irrevocable and unconditional Bank Guarantee issued by any nationalized or schedule Bank in the format prescribed in **(Annexure-VI)** which shall be enforceable till six months after the expiry of the contract period.

In case of failure of bidder to deposit the security deposit within 30 working days of acceptance of his tender, further extension of 7 working days can be given by Commissioner, FCS & CA Dept. subject to levy of penalty @1% of Security Deposit.

(ii) In the event of the bidders failure, after the communication of acceptance of the tender by Commissioner, FCS & CA Dept. through Additional Director (IRA) / Deputy Commissioner to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money deposit and Commissioner, FCS & CA Dept. shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Commissioner, FCS & CA Dept. by such conduct of the Bidder will be recovered from the bidder, without prejudice to any other rights and remedies of Commissioner, FCS & CA Dept. under the Contract Law. The bidder will also be debarred from participating in any future tenders of the Commissioner, FCS & CA Dept. for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of the Commissioner, FCS & CA Dept. provided all the recoveries / dues have been effected by the Commissioner, FCS & CA Dept. and there is no dispute pending with the Bidder/party.

9. Clarifications & Amendments to Tender documents

The Commissioner, FCS & CA Dept may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the tender document by way of one or more addendum. Any addendum thus issued will be posted on the website of the department (www.ahara.kar.nic.in) and such **addendum** will be binding on all. In order to afford the prospective bidders to take into account the addendum or for any other reasons, the FCS & CA dept may, at its discretion extend the due date for the proposal.

10. Submission of Bids

- (a) Bidder shall submit the bid electronically before the notified last date and time of tender submission. Commissioner FCS & CA Dept. may extend the deadline for submission of Tenders by issuing an amendment. In which case all the previous rights and obligations of Commissioner FCS & CA Dept. and the bidders which were subject to the original deadline would then be subject to the new deadline.
- (b) The bids shall be submitted on line in two parts, viz., **Technical Bid and Financial Bid.**
- i. The Tenders i.e., Technical Bid and Financial Bid with supporting documents as mentioned **in the bid document** shall be scanned and uploaded. The tenderers are required to submit the original **or self-attested** supporting documents, if asked for, on the date of opening of the tenders or on a later date, enabling the Department to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is required for technical evaluation. The

- tenders of the bidders who do not comply with this instruction shall be summarily rejected.
- ii. The Appendices/supporting documents of the tender form shall be filled in by the **bidder** neatly and accurately and uploaded in the relevant place of the e-Procurement portal. Any alteration, erasing or over writing will render the tender invalid. Alteration neatly carried out and duly attested over the full signature of the **bidder**, however, is permitted.
 - iii. The bid document shall be filled in by the bidder without any overwriting, clearly, neatly and accurately. Any erasers or corrections should be duly attested by the authorized signatory.
 - iv. The bidders should not incorporate any condition in the tenders as conditional tenders will be summarily rejected.
 - v. Should be clearly understood by the bidder that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the bids.

11. Documents to be uploaded with Technical Bid: Part A

- a) In case of a “Registered Partnership Firm”, attested copies of partnership deed and power of attorney must be uploaded by the bidder along with the tender. In case of a company, Articles of Association, Memorandum of Association besides Resolution of BOD authorizing the Signatory to sign the bid should be uploaded. After final decision about the tender is taken the successful tenderers shall furnish within 7 working days of the acceptance of tender, a copy of partnership deed, power of attorney, Articles of Association, Memorandum of Association,
- b) Resolution of BOD authorizing the Signatory to sign the bid as the case may be duly notarized. Technical Bid must be accompanied by the documentary evidence in proof of remittance of requisite EMD through the prescribed mode as mentioned in the bid document.
- c) Experience certificate in the Proforma prescribed at (**Annexure-IV**) shall be produced from concerned authority stating proof of satisfactory execution and completion of the contract(s) besides duly certifying, nature, period of contract, and value of work handled. This certificate(s) of requisite experience as mentioned in the instructions to bidders shall be scanned and uploaded.
- d) Copies of the duly audited Balance sheets, Profit and Loss Account statements and filed Income Tax returns with Acknowledgements of the preceding three financial years have to be scanned and uploaded.
- e) A copy of the PAN card.
- f) Copy of Establishment Code / Employer Code of Bidder evidencing registration under EPF & MP Act and proof of contribution of EPF for the relevant experience period if applicable. Bidders without EPF registration(Employer code) shall be disqualified.
- g) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed, will be ignored.
- h) ESI registration details with respect to the implemented area. (Annexure-VIII copy enclosed)

12. Opening of tenders

The Technical Bid shall only be opened on-line first on the due date and time specified. **Bidders** will be at liberty to be present either in person or through an authorized representative at the time of opening of Technical Bid. The Financial Bid of only those **Bidders** shall be opened whose Technical Bid is found acceptable / qualified by Additional Director (IRA) / Deputy Commissioner of district. On opening of Financial Bid, if the bidder is found technically ineligible he can be disqualified by Tender Accepting Authority.

13. Financial bid – Part B

The Financial bid will be opened only in respect of the bidders who have qualified in the Technical bid by Deputy Commissioners of districts & Additional director, Bangalore IRA region.

The E- tender (tender bid) will be decided as under:-

The rates quoted for **A** and **B** in the tender financial bid will be compared among bidders, and least rates quoted for **C** by the bidder will be considered as L1 for 1 km.

14. Award of contract

Qualified successful bidders will be communicated to Deputy Commissioner / Additional Director (IRA) by Tender accepting authority.

The contract will be awarded to the lowest successful bidder for value of **C** in the Financial Bid by way of communication of acceptance letter by the Deputy Commissioner/Additional Director (IRA) of the concerned district by Registered Post/AD or through e-mail to the bidder.

If the lowest successful bidder's value of **C** is abnormally more than Bench Mark Rate, Tender Accepting Authority shall conduct negotiation with lowest successful bidder only in exceptional circumstances such as, If the value of **C** quoted by lowest bidder is substantially above estimated cost, lack of competition (less than three), single bid or suspected collusion.

Important points

- a. Generally no negotiations will be done, but Tender Accepting Authority, FCS& CA Dept. will reserve the right for negotiations with any bidder including the lowest bidder only in exceptional circumstances, such as lack of competition (less than three), single bid, suspected collusion, or where the lowest evaluated responsive bid is substantially above the estimated cost.
- b. FCS & CA Dept. reserves the right to reject any or all the bids without assigning any reason.

- c. In case of any clear indication of cartelization, Commissioner FCS & CA Dept. shall reject the bid(s), and forfeit the Earnest Money Deposit furnished by such bidders.
- d. Late bids i.e. bids received after the specified last date and time for receipt of bids will not be considered.
- e. The successful bidder should transport the food grains as per the approved route and schedule fixed by Additional Director (IRA) / Deputy Commissioner of the districts.
- f. **No bid or single bid:** if there is no bidder for that location retender will be called. If single bidder bids for the tender the decision for acceptance will be bestowed with Commissioner, FCS & CA Dept.
- g. If the information given by the bidders in the bid Document and its Annexures is found to be false/incorrect at any stage, Commissioner, FCS & CA shall have the right to disqualify / summarily terminate the contract, without prejudice to any other rights and the Commissioner, FCS & CA Dept., may take action against the bidder under the Contract law.
- h. The tender estimate, approximate quantity of food grains to be lifted for one year, the number of Lorries required and the average distances of the designated godowns of all the taluks are provided in **Annexure-VII**. The payments will made on actual distance of the godown from which food grains are lifted, as per agreed rates. The distances from taluka wholesale godown to Fair price depots, if changes due to shifting of FPD and creation of new FPD, is started then distance shall be as approved by Deputy commissioner and Deputy Director, and such changes shall be intimated to Commissioner, FCS & CA Dept.
- i. Transporter or firm should have mandatorily service tax registration no. and shall file last 3 years service tax returns for transportation activity performed if applicable.

**Commissioner,
(FCS& CA Dept.)**

TERMS AND CONDITIONS GOVERNING THE TRANSPORT CONTRACT**A. GENERAL CONDITIONS:****1. Definitions:**

- a. The term 'Bidder' 'Bidders' wherever they occur shall mean and include the Company, Firm or Proprietary concern with whom the contract has been placed including their heirs, executors, administrators and successors, associates as the case may be.
- b. The Tenders are invited by the Additional Director and accepted by Commissioner (FCS & CA Dept). The Appellate Authority for the Tender process up to award of Tender and violation of Tender Terms and Conditions and other issues listed in this document after award of contract will be the Additional Chief Secretary/ Principal Secretary, FCS & CA Dept. Govt. of Karnataka, Vikasa Soudha, Bangalore.
- c. **Arbitration:** All disputes arising out of this tender or on the contract or the concerning in any matter what so ever arising there from shall be referred for the decision to a person nominated by the government who shall act as the sole arbitrator and his decision shall be final and binding on both the parties.
- d. The term 'Contract' shall mean the bid (offer) submitted by the bidder in the prescribed bid document all its Annexures & requisite documents along with the acceptance of the bid communicated by the Commissioner, FCS & CA Dept. for the transportation of food grains.
- e. The term 'Contract Rates' shall mean the rates accepted by the Commissioner, FCS & CA Dept. for and on behalf of the FCS & CA Dept. inclusive of all statutory levies, taxes, fee, toll, but excluding service tax.
- f. The term Commissioner shall mean Commissioner of Food, Civil Supplies & Consumer Affairs Department, Bangalore under whose administrative jurisdiction the designated Depots to which the contract relates and also include any other officer of the FCS & CA Department duly authorized in this behalf for the time being.
- g. The term 'Godowns' shall mean the Depots/Godowns/Mandis/etc., designated for the purpose of this contract and belonging to/hired or in occupation/control of FCS & CA Dept.

2. Constitution of bidders

- a. Bidders shall, in the tender, indicate whether they are Sole Proprietary Concern or Registered Partnership Firm or a Private Limited Company, or a Public Limited Company and indicate the names of all the partners or Directors of the Company, as applicable in the bid document. The bidder shall also nominate and authorize a person for the active management and control of the work relating to the contract and to continuously liaise with Commissioner, FCS & CA Dept. during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Bidder in respect of the Contract and his acts shall be binding on the Bidder.

- b. If the Bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of Commissioner FCS & CA Dept. till the satisfactory completion of the Contract, failing which the Contract shall be liable for termination treating it as breach of Contract by the Bidder with consequences following thereof. The Bidder shall notify to the Commissioner, FCS & CA Dept. the death/resignation of any of their partners/directors immediately on the occurrence of such an event.

3. Subletting

The Bidder shall not sublet, transfer, or assign the Contract, or any part thereof. However, Bidder may involve/ associate/charter other agencies for manpower but shall remain fully responsible and accountable for any acts of his associates.

4. Liability for Personnel

- a. All persons employed by the Bidder shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, the Employees Compensation Act, Employees Provident Fund & Miscellaneous Provisions Act (EPF & MP Act), Industrial Disputes Act, Contract Labour (R&A) Act and under all other applicable enactments in respect of all such personnel shall exclusively be that of the Bidder. The Bidder shall be bound to indemnify FCS & CA Dept. 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 Bidder or not.

The successful bidder while performing the Services/discharging obligation under this agreement, shall engage persons/Labourers as his own servants even if he engages one employee (Hamalis / Colies) in all respects and employees engaged shall not at any time regarded as the employees of the FCS & CA Dept. For this purpose, the coolies/hamalies engaged in unloading, weighing and stacking works in the process of delivery to the FCS & CA Dept, shall be deemed to have been employed by the successful bidder.

The successful bidder alone shall hold the responsibility under EPF Act & ESI Act, Workmen Compensation Act, Indian Factories Act and other similar enactments in respect of his own employees (Drivers, coolies, etc) and Hamalis / Coolies at godowns & FPD's .The successful bidder shall always keep the FCS & CA Dept fully indemnified against all claims and proceeding, if any, in respect of his employee or others against the FCS & CA Dept.

The successful bidder shall mandatorily obtain license in form No. 4 under 21 (1) from the Labour Commissioner concerned as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970,

within 30 days after signing this agreement, if applicable. Successful Bidder shall be paid Transportation Bills from the first month of contract, only on Submission of records for having paid PF/ESI to his Employees & Hamalis/ Coolies at godowns and FPD's.

The successful bidder shall also maintain such records and remit such returns, fees contribution, etc., as may be prescribed under the said Acts and Rules in force. Any violation in this regard shall be assessed against the successful bidder.

- b. The Bidder shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Bidder shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Commissioner, FCS & CA Dept. or Officer authorized by him or acting on his behalf.
- c. If the Bidder fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF Act and Scheme framed there under and also to Commissioner FCS & CA Dept. or an Officer acting on his behalf, FCS & CA Dept. will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Bidder.

5. Compliance of Laws

Bidder shall comply with all applicable Rules and Regulations /Enactments /Orders /Instructions prevailing in the territory of India & as amended from time to time pertaining to the Contract.

Period of Contract

- i. The Contract shall remain in force for a period of one year from the date of acceptance letter or such later date as may be decided by Commissioner FCS & CA Dept. on the same terms & conditions. Agreement shall be signed by the deputy commissioner of districts /Additional director for Bangalore IR Area with successful Bidder on receiving bidder acceptance letter from Commissioner, FCS & CA Dept.
- ii. The Commissioner reserves the right to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days' Notice in writing to the Bidder at the notified address and the Bidders shall not be entitled to any compensation by reason of such termination. The action of the Commissioner under this Clause shall be final, conclusive and binding on the Bidder.
- iii. The Contract Period of one year is extendable upto six months &

Succussful Bidders shall perform the work in agreed rates of contract even for extended period.

6. Liability of Bidder for losses suffered by the dept

- a. The Bidder shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FCS & CA Dept due to the Bidder's or his employees negligence and/or un workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of the Commissioner, FCS & CA Dept. regarding such failure of the Bidder and his liability for the losses, etc. suffered by FCS & CA Dept., and quantum of such losses, shall be final and binding on the Contractor and FCS & CA Dept. is entitled to recover all such losses from the Bidder.
- b. Without prejudice to generality of the foregoing and subject to Force majeure, the parties to this contract treat time as the essence of this contract and it is a further condition of the Contract that in the event of failure of the Bidder to complete the transportation of food grains from the designated depots to the taluk godowns within the stipulated time, the Bidder will be liable to pay FCS & CA Dept. liquidated damages as per the parties to the contract having agreed to as reasonable pre-estimate of the losses to FCS & CA Dept. arising on account of such failure.
- c. The Bidder shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by Bidder in not providing the tarpaulins for spreading on the decks of trucks / for covering the consignment after loading, the Bidder will be liable to pay the department Liquidated Damages as per the parties to the contract having agreed to as reasonable pre-estimate of the losses to FCS & CA Dept., arising on account of such failure, without prejudice to any other right or remedies under the contract and law.

7. Force Majeure

If either party is prevented, hindered or delayed from or in performing any of the obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within 14 (fourteen)days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligation under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for completion shall be extended by a reasonable time.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the contract and to fulfill its or their obligations under the contract, but without prejudice to either parties' right to terminate the Contract.

If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than 60 (sixty) days or an aggregate period of more than 120 (one hundred and twenty) days on account of one or more events of Force Majeure during currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.

8. Summary termination of the Contract & Recovery of losses suffered by FCS & CA Dept.

In the event of the Bidders having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions, obligations, terms and conditions governing the contract the Commissioner, FCS & CA Dept. shall be at liberty to terminate the contract forthwith and to realize from the Bidders all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Bidders.

The Commissioner, FCS & CA Dept. shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Bidder of any of the terms and conditions of the contract, to terminate the contract forth with and to get work done from transporters identified by Commissioner for the unexpired period or unexpired portion of work covered by the contract at the risk and cost of the Bidders and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by FCS & CA Dept. consequent to such termination and / or in completing the transportation of the Food grain stocks at the risk & cost of the Bidder. FCS & CA Dept. may also effect recovery from any other sums then due to the Bidder or which at any time thereafter may become due under this or any other contract with FCS & CA Dept. and should this sum also be not sufficient to cover the full amounts recoverable, the Bidder shall pay FCS & CA Dept on demand the entire remaining balance due.

The Bidders shall be responsible to engage adequate and sufficient labour/trucks and any other transport vehicles or equipment's or other devices including mechanical devices for loading/unloading transport and carrying out all the services under the contract in accordance with the instructions issued by the Commissioner, FCS & CA Dept. or an officer acting on his behalf. If the Bidders fail to engage the requisite number of labours & trucks the Commissioner, FCS & CA Dept. shall at his sole discretion, without terminating the contract be at liberty to make alternative arrangements to engage labour/trucks etc. at the risk and cost of the Bidders, who shall be liable to make good to FCS & CA Dept. all additional charges, expenses, costs, damages or losses that FCS & CA Dept may incur or suffer. The Bidders shall not, however, be entitled to any gain resulting from entrustment of the work to any other party. The decision of the Commissioner, FCS & CA Dept. in this

regard shall be final and binding on the Bidders.

If any deficiency/loss/damage of food grains is found during the contract period double the value of the market price of the food grains will be deducted from the bills.

9. Governing Laws and Jurisdiction

The contract will be governed by the laws of India for the time being in force. In case of any dispute arising out of this contract, the same will be dealt in the Court of Law of Competent Jurisdiction.

10. Taxes and Duties:

- i. TDS as applicable under the provision of the Income Tax Act shall be deducted at prevailing rates on gross invoice value from the bills of the Bidder.
- ii. All applicable taxes (except Service Tax including Educational Cess and other cess, if any), charges, royalties, duties, Octroi, any state or central levy and other taxes for materials obtained for the work and for the execution of the contract shall be borne by the Bidder. The Bidder shall also be responsible for payment of protocol charges as applicable. The Quoted rates in the financial bid of the bidder shall be inclusive of all such requirements.

11. Payment

The transport contractors should submit the bills in duplicate along with all required Annexures to the Taluk Tahasildar / Assistant Directors in IRA area Concerned, within Tenth of Succeeding month. The Taluk Tahasildar / Assistant Directors should verify, attest and submit the bills to the Deputy Commissioner of the respective district, within one week. The Deputy Commissioner / Additional Director (IRA) will make payment within 10 days, subject to the release of grants from the Commissioner, FCS & CA, Bangalore.

12. Set-off

Any sum of money due and payable to the Bidder (including Security Deposit refundable to the Bidder) under this Contract may be appropriated by Commissioner, FCS & CA Dept. and set off against any claim of FCS & CA Dept. for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Bidder with FCS & CA Dept.

13. Responsibilities of the Bidder

- a. **Act with Reasonable Diligence:** The Bidder shall always be bound to act with reasonable diligence and prudence while executing the obligations under the contract.
- b. **Charting the Movement Plan:** The route plan should be finalized between the contractor and the Deputy Commissioner/ Additional Director(IRA) Any unreasonable deviation from the route plan should be

done only after prior permission of the Deputy Commissioner/Additional Director(IRA), unless it is emergent. Even in emergent situation, the Deputy Commissioner/ Additional Director (IRA) shall be informed in advance orally about the deviation if not possible to take prior written permission within 7 days. The same should be ratified in writing at the earliest. Any unauthorized deviation in finalized route shall be considered as violation of the agreement. Accordingly the contractor shall be penalized not only for the violation of contract agreement, but would also be liable for prosecution under E.C Act 1955 by treating deviation from approved route as attempt for diversion of food grains to black market.

- c. **Programme of Loading and Transportation:** The Bidder shall obtain daily programme from the Commissioner, FCS & CA Dept. or any officer acting on his behalf the programme of loading/transportation of food grains for the next date/day and the particulars of the number of bags of food grains, etc., required to be transported, the place where the trucks should report for loading, etc., and shall provide adequate number of lorries/trucks in good and hygienic condition in accordance with the programme and shall ensure that the lorries/ trucks, etc., are positioned at the defined loading points as indicated by the Commissioner, FCS & CA Dept. or any officer acting on his behalf, daily at the time specified.
- d. **Arranging Transportation within Short Notice:** In special cases the Bidder may also be required at short notice to arrange to transport bags of food grain, and shall bound to comply with such requests.
- e. **Nominating Representative:** The Bidder shall intimate the Commissioner, FCS & CA Dept. and/or Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on his behalf in day to day working of the contract and produce power of attorney to the said effect. It shall be the duty of those representative(s) to call at the office of the Commissioner, FCS & CA Dept. or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals and dispatches and to report the progress of loading/unloading/transportation and to take instructions in the matter.
- f. (i) The successful bidder should also transport the subsidized PDS commodities such as Iodised salt, palm oil and other PDS food grains at the same rates.
(ii) He shall also transport any other commodities meant for PDS at same rate as and when directed by Deputy Commissioner/Additional Director. For this purpose he shall provide additional vehicle (norms of vehicle as per this tender) as required with due permission of Deputy Commissioner / Additional Director.
- g. **Quantity to be transported subject to Revision:** The quantity mentioned in any programme of loading given by the Commissioner, FCS & CA Dept. or any other officer acting or his behalf is liable to be varied at any time by FCS & CA Dept. and in that event the Bidder shall

accordingly revise the number of trucks required for transportation. The Bidder will not be entitled to any damages/ compensation whatsoever for not entrusting him with the quantity of work specified in any programme of loading issued to him.

- h. All The Successful Bidders should produce the certificates of registration from ESI and PF Department within 30 days from letter of Acceptance and before signing the contract.
- i. All The Successful Bidders should produce the certificate of registration/ license from the designated officers of the Department of Food Safety and Standards in the districts within 30 days before signing the contract (Toll free no 1800-425-13825).
- j. While submitting the Transportation charge bills to concerned authorities for payment, necessary documents along with muster roll, wages sheet, ESI and PF credited at applicable rates and related challan, should be enclosed.

14. No other Goods to be loaded: The Bidder shall not allow any other goods to be loaded in the lorries/trucks in which the food grains etc. of FCS& CA Dept. are loaded and vice-versa.

15. FCS & CA Dept. Inspection: The Bidder shall permit the Commissioner, FCS & CA Dept. or any other officer acting on his behalf inspection of any or all operation during transportation, loading/unloading/transshipment/stacking/lifting, etc.

16. Bidder to arrange Material Handling facility: The Bidder shall at his cost arrange necessary material handling facility required for safe and secure transportation, loading/unloading/transshipment /stacking/lifting etc. of food grains by road mode and shall also arrange at his cost tarpaulins, ropes, wooden crates/planks etc. for protecting the food grains from weather/rain, theft, damage etc. right from receipt of the consignment up to delivery at wholesale godown and shall cover every consignment of trucks/ Vessels with tarpaulins and secure with ropes. The bidder shall also spread his own tarpaulins or gunny bags at the loading/unloading points to avoid wastage and damage. The bidder shall be responsible, if any loss/damage occurred to the food grains due to his failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Commissioner FCS & CA Dept. in this matter shall be final and binding on the Bidder.

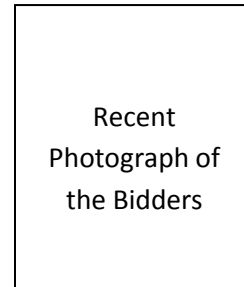
17. Notification of loss/damage: The Bidder shall immediately notify FCS & CA Dept. of any damage, loss, theft etc., occurred to the food grains while in the custody of the Bidder and shall Coordinate damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Dept/Insurer.

- 18. Additional cost:** Any non-specific service item, which is necessary for satisfactory completion of the work under the scope of this contract but not specified here, shall be deemed to be included in the contract at no additional cost.
- 19. Risk and Responsibility on Bidder:** Bidder shall own all risks and responsibility from the time of taking over the food grains /consignment from the designated depots at the place of origin to the designated depots at the destination till the same is received and taken over by FCS & CA Dept.
- 20. Vehicle Risk on Bidder:** The bidders will operate their Own & hired vehicles entirely at their risk and FCS & CA Dept. will not be held responsible for any damage to the vehicle/Men/third party while transporting the food grains of FCS & CA Dept. or when parked in or around the FCS & CA Dept. premises. The Bidders will make their own arrangements at their cost for proper parking and safety of their vehicles & foodgrains.
- 21. Painting of trucks:** All the own and hired trucks should be painted as per pattern approved by the **Department**. The Bidder must paint the whole truck by (NEON) colour paint except national permit vehicles, which will be painted on front & back side only and write the following information on both the sides of the truck in green colour
- 1) “**Annabhagya Yojane**” in Kannada in 1feet size letters,
 - 2) Consumer Help line no “1967” in 6 inch size
 - 3) District Deputy Director Office no. in 6 inch size
 - 4) Name of the taluk for which transportation is entrusted.
- 22. Global positioning system (GPS):** It is mandatory for the successful bidders to install weight sensor in built tamper proof GPS device in all the own and leased vehicles, approximately costing Rs. 15,000/- each, from the empanelled suppliers approved by the Department and maintain at his own cost.
- 23.** The successful bidders should transport the PDS food grains only in trucks owned and hired as per the agreement.
- 24.** After completing the lifting of allotted PDS food grains of the month the bidder can use the hired trucks for other purposes by satisfying the following conditions.
- a. Prior written permission of Deputy Commissioner/ Additional Director (IRA) should be obtained.
 - b. Bidder should not tamper the GPS fixed to the vehicles.
 - c. Bidder should not change the colour of truck.
- 25.** When the successful tenderer uses vehicles other than the vehicles approved in tender for lifting of food grains under unavoidable circumstances such as lifting of more food grains in short period shall do so only with the prior written permission of the Deputy Director concerned.

- 26.** The approximate quantity to be transported for one year for each taluks is enclosed in **(Annexure-II)**
- 27.** The list of taluk wise applicable KFCSC/ TAPCMS/ OTHER WHOLE SALE GODOWNS AND THE THEIR DISTANCE TO FAIR PRICE DEPOTS, are enclosed in **(Annexure-VII)**. They shall not lift from non-listed/designated godowns without the proper certificate and approvals from the competent authority.
- 28.** The bidder shall abide by the circulars and orders issued by the Commissioner and the Government from time to time.
- 29.** The loading and unloading charges will be paid at the rate approved by Govt of Karnataka Order No. AaNaSa/15/RPR/2011 (Bha) Bangalore Dt: 30/5/2014, from time to time for loading and unloading of the food grains lifted by the FPD's. Presently Rs. 10/- per qtl for loading & unloading of food grains has been fixed by the govt.
- 30.** If the Tender Accepting Authority takes decisions to transport food grains from FCI/CWC/SWC godowns directly to the Fair Price Depots, then the contractor of the taluk is liable to do the work at the same rates. If loading is undertaken by the FCI/CWC/SWC then the loading charges will be deducted from payments to the Transport Contractor at the rate of Rs. 5/- per qtls (or approved by Government of Karnataka from time to time for loading and unloading.)
- 31.** The successful bidder shall unload the food grains at FPS in the presence of FPD owner and 5 card holder of that locality and shall take signature of all the five and submit along with the bill.
- 32.** Any changes in the distance from godown to FPD's ,concerned Deputy Director shall certify the distance and change route map accordingly and shall make payment. Such changes shall be informed to commissioner by deputy directors.
- 33.** The Bidders shall start transportation of food grains only on receiving Route maps(from taluk godowns to FPD's) duly signed by Deputy Directors of concerned districts.

1. FINANCIAL BID FOR TENDER

From (Full Name and Address of the bidder)



To:

The Commissioner,
 Food, Civil Supplies and
 Consumer Affairs Dept
 Bangalore.

Dear Sir,

I/We submit the sealed FINANCIAL BID for appointment of contractor for transportation of food grains from KFCSC/ TAPCMS/ OTHER WHOLE SALE NOMINEES godowns to Fair price depots including loading unloading and arranging in stack formation as per the direction of the Fair Price Depots in charge at Fair Price Depots by road _____Taluk _____District for a period 1 year from date of acceptance of tender.

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, invitation to tender, and its annexure and agree to abide by them.

3. I/We offer to work at the following rates inclusive of all taxes, duties, cess etc. excluding service tax.

- A. (i) Rate in Paisa for Transportation of foodgrains per km per Quintal.
 (ii) Bench Mark Rate per km per Qtl is 60 paise
 Bidder shall Quote +/- 20% of 60 paise /Qtl/km
 (iii) Distance will be To and Fro

- B. Hamali Charge for loading and unloading of foodgrains is constant.
 (as per Govt of Karnataka Order No. AaNaSa/15/RPR/2011 (Bha)
 Bangalore Dt: 30/5/2014).

Description	Rates (Inclusive of all Taxes & levies, excluding Service Tax)	Rates
Transportation of foodgrains from Kfcsc / Tapcms / other Wholesale Nominee godowns to fair price depots including loading, unloading and arranging in stack formation in Fair Price Depots	C = A + B A = Rate per Km/per Qtl B = Loading and Unloading Charges C – Total cost for transportation of one quintal of food grains from taluk wholesale point to Fair Price Depots / One Km	A = Rate per Km / qtl In figures: _____ /Km /qtl In words (Paisa _____ /Km /qtl

Note:

1. It is mandatory for the bidder to quote rates for A only.
2. If there is any discrepancy in the amount entered in words & figures, lower of the two shall be considered.
3. All rates are to be indicated in Indian Currency only
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason, including on account of revision of statutory / Govt. levies/charges, protocol rates, taxes, duties etc.

Yours faithfully,

(Signature of bidder)

APPENDIX-1**E-procurement procedure**

Registration in e-Procurement Platform of Government of Karnataka:

The interested bidder should necessarily register in the e-Procurement platform of GOK in order to participate in e-Tender published by FCS &CA. The registration is onetime and not organization specific. A bidder once registered in the e- Procurement platform can access to all tenders published in the e-Procurement platform irrespective any tender. Any bidder intending to register in the e-Procurement platform of GOK should have the following.

Prerequisites for registration

- Obtain Class III DSC from 1 of 4 GOK empanelled vendors.
- Company PAN number
- Scanned copy of the PAN card
- Bank Account details – Account holder name, Account number, IFSC code, Account type
- Scanned copy of cancelled cheque or Bank authorization letter
- Scanned copy of Power of Attorney in Rs.100/- stamp paper as per GOK specified format. (Company, Partnership, Joint Venture.)
- Valid two e-mail id's
- Registration fees Rs. 500/- valid for 1 year & Renewal charges Rs. 100/- per year

Note: In case the e-procurement user name / password need to be reset issue the Indemnity Bond in Rs.100/- stamp paper. (Need not be notarised)

Purchase of Digital Signature Certificate:

The authorized representative of the bidder firm should purchase Digital Signature Certificate (Class-III b), prior to registration in the e-Procurement platform, from any of the following Certifying Authorities (CAs) empanelled by Government of Karnataka. The contact details of each CA is furnished below to facilitate firms contact them. SIno.DSC Vendor Name, Contact Person, Office Land line no. Mobile no. e-mail id.

Sl No.	DSC Vendor Name	Contact Person	Office Land line no.	Mobile No.
1	TCS	Mr. Navneet Vasant	40921639	9860561871
2	Safe script	Mr. Nachiketa Mohapatra	66183135 / 66183127	9900807235
3	Ncode Solutions	Nagaraj / Ravi Kumar R	25272525 / 25213521	9880800905
4	E Mudhra Consumer Service	Badri Narayana Pani	42275300/01	9880481023

The price list for various categories of Digital Signature Certificates and for various levels of support (Level-1, Level-2 and Level-3) is published in the Procurement platform (<https://eproc.karnataka.gov.in>) which can be accessed through the following link.

Signing of Bids:

- (i) Person(s) signing the bids shall state in what legal capacity he is, or they are signing the bids, e.g., as sole proprietor of the Firm, or as a Secretary/Manager/ Director etc., of a Limited Company. In case of Partnership Firm, the names of all Partners should be disclosed and the bids shall be signed by all the Partners or their duly Constituted Attorney, having authority to bind all the Partners in all matters pertaining to the contract. The attested copy of the Registered Partnership Deed should be furnished along with the tender. In case of companies, the names of all the Directors shall be mentioned, and an attested copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the Tender along with a copy of the Memorandum and Articles of Association of the Company.
- (ii) The Digital Signature Card (DSC) holder signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said Power of Attorney, his Tender shall be liable to summarily rejection without prejudice to any other rights of the department under the law and the EMD paid by him/her shall be forfeited.
- (iii) The “Power of Attorney” should be signed by all the Partners in the case of partnership concern, by the proprietor in the case of the proprietary concern, and by the person who by his signature can bind the company in the cases of a limited concern.
- (iv) The entire bid document and all its Annexures and copies of the supporting documents shall be signed on each page by the authorized signatory.
- (v) The Earnest Money without interest will be returned to all unsuccessful Bidders and for successful bidders within a period of 30 days from the date of issue of the acceptance letter and to a successful bidder, after he has furnished the Security Deposit.

IMPORTANT NOTE

In the case of payments made through NEFT/RTGS or OTC, the bidders need to print a Challan from the e-procurement platform prior to actual payment. On obtaining the bank transaction number, the same need to be updated in the e- procurement platform along with the date of payment. A 'green tick' icon appears against the payment in the e-procurement platform, through the status of the payment shows 'verification pending'. The payment is reconciled subsequently on upload of payment scroll in the e-procurement system and the status 'verification pending', will subsequently be changed to 'verification successful'. With regard to payment through NEFT/RTGS, the bidder is advised to initiate payment well in advance to avoid the risks as mentioned below.

- i. Payments credited after the due date and time of submission as prescribed in the bid notification.
- ii. Payments returning back to the bidder account due to incorrect entry of beneficiary account no. and/or beneficiary account name by the sending bank at the time of transfer.
- iii. Please ensure that the payments are credited within the last date and time of receipt of bids. Bidders crediting payments after the due date and time of submission as prescribed in the tender notification will not be eligible to participate in the bid.
- iv. Please instruct the sending bank to enter the correct Bank Account, IFSC code and beneficiary name, as mentioned in the NEFT/RTGS Challan generated from the e-procurement platform, while transferring amount through NEFT/RTGS. Any mistake in the entry of above information will result in amount returning back to sender and subsequent ineligibility of the bidder to participate in bid.

Important Points:

- Ensure credit of Tender fees and EMD in the respective bank accounts of e-Procurement before the last date and time of submission of interest, specially in case of NEFT / RTGS mode of payments. The debit of amount from sending bank account does not guarantee successful transfer of amount to destination bank account as there is likely chance of amount returning back due to incorrect entry by the sending bank.
- Ensure safe custody of digital signature certificate as all transactions in the e-Procurement platform are digitally signed.
- Bidders shall ensure up-to-date maintenance of bank information as EMDs are refunded directly into their accounts.
- Bidders are advised not to wait till the last minute for submission of their bids

Instructions and procedure of e-procurement

FCS & CS has now adopted the e-procurement module of the e-Procurement platform for procuring the services of Transportation of food grains from FCI/CWC/SWC/KFCSC LTD AND other storage godowns to taluk godowns, hence, the interested bidder should follow e-procurement procedure

Definitions:

Power of Attorney / Affidavit:

The authorized signatory of the bidder should upload a scanned copy of the Power of Attorney on Rs. 100/- non-judicial stamp paper (in case the firm is private limited company / public limited company / partnership firm) or Affidavit on Rs. 20/- non judicial stamp paper (in case the firm is Sole-Proprietorship) after signing on all the pages and duly notarized. The format of the Power of Attorney /Affidavits provided in the e-Procurement platform (<https://eproc.karnataka.gov.in>) which can be accessed through the following link. It is necessary to adhere to the same format of Power of Attorney / Affidavit as provided in the e-Procurement platform while uploading the same during registration. The 'true and lawful attorney' as mentioned in the Power of Attorney/Affidavit shall be the authorized signatory as displayed in the e-Procurement platform through his /her digital signature certificate.

Permanent Account Number (PAN):

The authorized signatory of the bidder should enter the PAN details of the firm (in case the firm is private limited company / public limited company/ partnership firm) or the PAN details of individual (in case the firm is Sole-Proprietorship). It is mandatory to enter valid PAN details during registration as the same will be verified with Income Tax Department prior to the approval of registration.

Installation of Software in Desktop Computer / Laptop:

The desktop computer / laptop need to be installed with the following software to ensure its compatibility with the e-Procurement platform.

- Java Runtime Environment Ver. 6.0 or above
- Digital Signature Certificate Driver

Java Runtime Environment:



The registering firms are advised to click on the link 'Check Browser Compatibility' to ensure availability of Java Runtime Environment in their desktop computer / laptop. The link can be accessed as follows.

The appearance of 'Test' button on the screen after clicking 'Check Browser Compatibility' indicates availability of Java Runtime Environment in the desktop computer / laptop. In case 'Error' message is displayed, the link for

downloads of Java Runtime Environment is provided in the same page, which can be clicked, Downloaded and subsequently installed.

Registration Process:

The registration process in the e-Procurement platform is as follows.

Step 01: Selecting Digital Signature Certificate:

The bidder needs to select the type of firm and whether the official having the digital signature certificate is the authorized signatory. The digital signature certificate need to be plugged into the desktop computer / laptop and the 'Select' button need to be clicked to select the digital signature certificate and auto-population of name of the authorized signatory and other details.

Step 02: Entering Business Related Information

The bidder needs to be enter basic business related information viz., address, contact details etc. including PAN details for subsequent reference by departments / agencies / organizations. Also, the scanned copy of the Power of Attorney / Affidavit needs to be uploaded.

Step 03: Entering Contact Information

The Bidder needs to enter the Contact information like Address, contact numbers & valid e-mail Id's.

Step 04: Entering Bank Information

The bidder needs to enter their Bank Account information to facilitate refund of their EMDs directly to their bank accounts. A scanned copy of cancelled cheque / first page of Passbook / authorization letter from bank confirming bank account holder, bank account no. and IFSC code should be uploaded to facilitate prompt verification of bank account and refund of EMDs. The bidder is advised to keep their bank information up-to-date to avoid delays in EMD refunds.

After click on register you will get the application reference number & click on Pay now.

Step 05: Payment of Supplier Registration Fee

The bidder shall pay one-time supplier registration fee of Rs. 500/- through any of the Following modes of e-payment as specified in the e-Procurement platform.

Step 06: Approval of Registration

The registration applications as sent by bidders are scrutinized for completeness of information. The Power of Attorney / Affidavit is verified for its completeness and PAN details are verified with the Income Tax Department. On

successful completion of the verification, the registration application is approved.

In case the PAN details as provided by Income Tax Department do not match with the details as entered in the e-Procurement platform, the registration is rejected and the bidder need to apply once again with the correct PAN details. In case the Power of Attorney / Affidavit is incomplete, a message is sent by e-mail to resubmit within as stipulated time, after which the application is rejected.

Subsequent to the approval of registration, the bidder can bid for all tenders published by FCS & CA and other government departments / agencies / organizations in the GOK e-Procurement platform.

STEP 7: Payment of Tender Processing Fee and Earnest Money Deposit

The bidder can now search e-tender through the following path.

Earnest Money Deposit:

EMD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) which needs to be paid by the bidders through e-Procurement platform. Bids without EMD will not be considered.

EMD of unsuccessful bidders will be returned.

The Bidder shall ensure credit of EMD into the respective receiving bank accounts of e-procurement on or before the last date of bid submission.

EMD will be refunded only after successful completion of the contract period.

EMD will not carry any interest. In respect of unsuccessful Tenders, the EMD will be refunded.

The bidder should pay the TENDER PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD) in the e-Procurement portal using any of the following e-payment modes:

Online Payments:

- i. Credit card – Visa or M aster card (any bank)
- ii. Debit card – Visa, Master or Maestro card (any bank)
- iii. Net banking – Selected Banks only

Offline Payments:

- iv. NEFT/RTGS-(Ay nationalized bank)
- v. Remittance at the bank counters using Challan (ICICI bank only)

For more details on mode of e-payments, registration process & also Bid submission user manual, kindly refer the following link,

https://eproc.karnataka.gov.in/eportal/user_manuals.seam

FORWARDING LETTER**From:**

(Full name, address of the Bidder & Registration No.)

Recent
 photograph
 of Bidder

To:

COMMISSIONER,
 FOOD CIVIL SUPPLIES AND
 CONSUMER AFFAIRS DEPARTMENT,
 No.8, CUNNINGHAM ROAD,
 BANGALORE -560052.

Dear Sir,

1. With reference to your Tender No. ----- dated ----- I/**We** submit the Sealed Bids under two-bid system for appointment as a Transportation contractor by Road to transport food grains and other items from KFCSC / TAPCMS / other wholesale nominee godowns to Fair Price Depots including loading, unloading and arranging in stack formation in fair price depots.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of _____ and to the extension of the said date by another 30 days, in case it is so decided by Commissioner, FCS & CA Dept. I/We shall be bound by communication of acceptance of the offer dispatched by Commissioner within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for Commissioner, the offer will remain open for acceptance till the next working day.
4. I / we are hereby submit the earnest the money vide transaction reference no. _____ for Rs. _____ (in words _____) has been paid through e-payment in the event of my/our tender being accepted, I /We agree to furnish Security Deposit as stipulated in the Tender.
5. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney. I/We do hereby declare that the bidder Firm/Company has not been

blacklisted/or otherwise debarred by the Food civil supplies & consumer affairs dept or any Govt. Department/Public sector undertaking for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*) , which period has expired on _____ (full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*) (Strikeout whatever is not applicable)

6. I/We hereby declare that the no contract entered into by the bidder Firm/Company with the Food civil supplies & consumer affairs dept or with any Govt. Department/Public sector undertaking or any other client, has been terminated for reach of contract before the expiry of the contract period at any point of time during the last five years.

7. I hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm/Company has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by the Firm/Company with Food civil supplies & consumer affairs debtor with any Govt. Department/ Public sector undertaking or any other client, during the last five years.

8. I/We hereby declare that the Bidder Firm/Company, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by a court for any offence and sentenced to imprisonment for a period of three years or more.

9. I/We do hereby declare that the bidder Firm/Company has not been blacklisted / debarred by Govt of Karnataka and Govt of India, from undertaking any transportation activities at any time during last five years.

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

(Signature of bidder with seal)

DECLARATION

1. I/We, hereby offer to carry out work as detailed in Bid document, in accordance with terms & conditions thereof.
2. I/ We have carefully perused the entire bid documents and agree to abide by the same.
3. I/We, _____ hereby declare and confirm that we are well conversant of the route and the conditions from the designated depots to the taluk godowns through road and visited and assessed the route conditions, facilities etc.
4. I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the FCS & CA Dept. website (www.kar.nic.in)/Govt. of Karnataka e-Procurement website <https://eproc.karnataka.gov.in> and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall be null and void and the original terms and conditions of the tender as published in the above mentioned FCS & CA Dept. /Govt. of Karnataka website shall prevail.
5. The information/documents furnished along with the bids are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our bid at any stage without pre- judice to any other rights that the corporation may have under the contract and law.
6. I/We, further certify that Sri _____ is authorized to represent on behalf of me/us for the above mentioned tender and a duly executed power of attorney to this effect is also enclosed.
7. I/We have deposited/forwarded herewith the earnest money deposit as stipulated in the bid document.
8. I/We, further agree to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to therein.

Date:

Name and Sign. of the **Bidder**:

Place:

Address:

Witnesses with address

Signature

Name

Address

1.

2.

ANNEXURE-I**Details of the Lorries Owned and hired by the Bidder****Tender Notification of Food Civil Supplies & Consumers affairs Department Retail Transportation of Food Grains**

Sl. No	Lorry Registration No.	Recent "B" Register extract of the vehicle obtained from RTO	Insurance Policy Certificate is enclosed	Emission test Certificate is enclosed	Permit is enclosed	Own/ Hired

The Details of lorry documents may be filled in the above format, in case of more lorries, the details may be furnished in a separate sheet.

Date:

Place:

Bidder Signature and Seal

ANNEXURE-II

Sl No.	District Name	Taluk Name	Approximate total No. of Loads/ Month	Total No. of Lorries required	No. of own Lorries required	No of lorries to be hired
1	BAGALKOTE	<u>BADAMI</u>	142	7	3	4
2		<u>BAGALAKOTE</u>	117	4	2	2
3		<u>BILAGI</u>	56	3	2	1
4		<u>HUNGUND</u>	137	7	3	4
5		<u>JAMKHANDI</u>	190	10	3	7
6		<u>MUDHOL</u>	133	7	3	4
7	BENGALURU URBAN	<u>ANEKAL</u>	193	6	2	4
8		<u>BENGALURU NORTH</u>	330	11	3	8
9		<u>BENGALURU NORTH ADDL</u>	149	5	2	3
10		<u>BENGALURU SOUTH</u>	233	8	3	5
11		<u>BENGALURU EAST</u>	137	5	2	3
12	BENGALURU IRA	<u>BENGALURU (CENTRAL(IRA)</u>	49	2	2	0
13		<u>BENGALURU EAST(IRA)</u>	92	3	2	1
14		<u>BENGALURU NORTH(IRA)</u>	132	4	2	2
15		<u>BENGALURU SOUTH(IRA)</u>	156	5	2	3
16		<u>BENGALURU WEST(IRA)</u>	226	8	3	5
17	BENGALURU RURAL	<u>DEVANHALLI</u>	98	5	2	3
18		<u>DODBALLAPURA</u>	129	6	2	4
19		<u>HOSKOTE</u>	126	6	2	4
20		<u>NELAMANGALA</u>	82	4	2	2
21	BELAGAVI	<u>ATHNI</u>	222	11	3	8
22		<u>BAILAHONGALA</u>	154	8	2	6
23		<u>BELAGAVI</u>	233	8	2	6
24		<u>CHIKKODI</u>	248	12	3	9
25		<u>GOKAK</u>	232	12	3	9
26		<u>HUKKERI</u>	147	7	3	4
27		<u>KHANAPURA</u>	101	5	2	3
28		<u>RAYBAG</u>	138	7	3	4
29		<u>RAMDURGA</u>	105	5	2	3
30		<u>SAVADATTI</u>	139	7	3	4

31	BALLARI	<u>BALLARI</u>	261	9	3	6
32		<u>HOVINA HADAGALI</u>	90	5	2	3
33		<u>HAGARIBOMMANAHALLI</u>	80	4	2	2
34		<u>HOSAPETE</u>	170	9	3	6
35		<u>KUDLIGI</u>	129	6	2	4
36		<u>SANDUR</u>	97	5	2	3
37		<u>SIRUGUPPA</u>	94	5	2	3
38	BIDAR	<u>AURAD</u>	107	5	2	3
39		<u>BASAVAKALYAN</u>	143	7	3	4
40		<u>BHALKI</u>	113	6	2	4
41		<u>BIDAR</u>	177	6	2	4
42		<u>HUMNABAD</u>	124	6	2	4
43	CHAMARAJANANAGAR	<u>CHAMARAJANAGAR</u>	181	6	2	4
44		<u>GUNDLUPET</u>	108	5	2	3
45		<u>KOLLEGALA</u>	171	9	3	6
46		<u>YELANDUR</u>	42	2	2	0
47	CHIKKAMAGALURU	<u>CHIKKAMAGALURU</u>	119	4	2	2
48		<u>KADUR</u>	134	7	3	4
49		<u>KOPPA</u>	29	2	2	0
50		<u>MUDIGERE</u>	49	2	2	0
51		<u>SRINGERI & N.R.PURA</u>	37	2	2	0
52		<u>TARIKERE</u>	89	4	2	2
53	CHITRADURGA	<u>CHALLAKERE</u>	182	9	3	6
54		<u>CHITRADURGA</u>	183	6	2	4
55		<u>HIRIYUR</u>	142	7	3	4
56		<u>HOLALKERE</u>	99	5	2	3
57		<u>HOSDURGA</u>	106	5	2	3
58		<u>MOLAKALMURU</u>	76	4	2	2
59	CHIKKABALLAPURA	<u>BAGEPALLI</u>	91	5	2	3
60		<u>CHIKBALLAPUR</u>	91	3	2	1
61		<u>CHINTAMANI</u>	138	7	3	4
62		<u>GOWRIBIDANUR</u>	141	7	3	4
63		<u>GUDIBANDA</u>	30	2	2	0
64		<u>SIDLAGHATTA</u>	105	5	2	3

65	DAKSHINA KANNADA	<u>BELTANGADI</u>	89	4	2	2
66		<u>BANTVAL</u>	123	6	2	4
67		<u>MANGALURU</u>	162	5	2	3
68		<u>PUTTUR</u>	79	4	2	2
69		<u>SULYA</u>	38	2	2	0
70	DAVANGERE	<u>CHANNAGIRI</u>	140	7	3	4
71		<u>DAVANAGERE</u>	270	9	3	6
72		<u>HARIHARA</u>	119	6	2	4
73		<u>HARAPANAHALLI</u>	142	7	3	4
74		<u>HONNALI</u>	109	5	2	3
75		<u>JAGALUR</u>	90	5	2	3
76	DHARWAD	<u>DHARWAD</u>	174	6	2	4
77		<u>HUBBALLI</u>	271	9	3	6
78		<u>KALGHATGI</u>	77	4	2	2
79		<u>KUNDGOL</u>	76	4	2	2
80		<u>NAVALAGUNDA</u>	69	3	2	1
81	GADAG	<u>GADAG</u>	147	5	2	3
82		<u>MUNDARAGI</u>	68	3	2	1
83		<u>NARAGUNDA</u>	43	2	2	0
84		<u>RONA</u>	119	6	2	4
85		<u>SHIRAHATTI</u>	97	5	2	3
86	KALABURAGI	<u>AFZALPURA</u>	89	4	2	2
87		<u>ALAND</u>	155	8	3	5
88		<u>CHINCHOLI</u>	124	6	2	4
89		<u>CHITTAPURA</u>	179	9	3	6
90		<u>KALABURAGI</u>	309	10	3	7
91		<u>JEVARGI</u>	142	7	3	4
92		<u>SEDAM</u>	96	5	2	3
93	HASSAN	<u>ALURU</u>	39	2	2	0
94		<u>ARASIKERE</u>	153	8	3	5
95		<u>ARAKALAGUDU</u>	96	5	2	3
96		<u>BELURU</u>	86	4	2	2
97		<u>CHANNARAYAPATNA</u>	139	7	3	4
98		<u>HASSAN</u>	162	5	2	3

99		<u>HOLENARASIPURA</u>	86	4	2	2
100		<u>SAKALESHAPURA</u>	50	3	2	1
101	HAVERI	<u>BYADGI</u>	63	3	2	1
102		<u>HANAGAL</u>	123	6	2	4
103		<u>HAVERI</u>	122	5	2	3
104		<u>HIREKERURU</u>	105	5	2	3
105		<u>RANEBENNURU</u>	146	7	3	4
106		<u>SAVANURU</u>	73	4	2	2
107		<u>SHIGGAVI</u>	86	4	2	2
108	KODAGU	<u>MADIKERI</u>	38	2	2	0
109		<u>SOMAVARAPETE</u>	77	4	2	2
110		<u>VIRAJAPETE</u>	79	4	2	2
111	KOLAR	<u>BANGARPETE</u>	186	9	3	6
112		<u>KOLAR</u>	159	5	2	3
113		<u>MALURU</u>	105	5	2	3
114		<u>MULBAGALU</u>	137	7	3	4
115		<u>SRINIVASPURA</u>	101	5	2	3
116	KOPPAL	<u>GANGAVATI</u>	203	10	3	7
117		<u>KOPPAL</u>	166	6	2	4
118		<u>KUSHTAGI</u>	135	7	3	4
119		<u>YELBURGA</u>	126	6	2	4
120	MANDYA	<u>KRISHNARAJPET</u>	130	7	3	4
121		<u>MADDUR</u>	153	8	3	5
122		<u>MALVALLI</u>	150	8	2	6
123		<u>MANDYA</u>	188	6	2	4
124		<u>NAGAMANGALA</u>	105	5	2	3
125		<u>PANDAVAPURA</u>	87	4	2	2
126		<u>SHRIRANGAPATTANA</u>	85	4	2	2
127	MYSURU	<u>HEGGADADEVANKOTE</u>	140	7	3	4
128		<u>HUNSUR</u>	122	6	2	4
129		<u>KRISHNARAJANAGARA</u>	111	6	2	4
130		<u>MYSURU</u>	354	12	3	9
131		<u>NANJANGUD</u>	173	9	2	7
132		<u>PIRIYAPATNA</u>	109	5	2	3

133		<u>TIRUMAKUDALA-NARSIPUR</u>	143	7	3	4
134	RAICHUR	<u>DEVADURGA</u>	128	6	2	4
135		<u>LINGSUGUR</u>	179	9	3	6
136		<u>MANVI</u>	155	8	3	5
137		<u>RAICHUR</u>	218	11	3	8
138		<u>SINDHNURU</u>	163	8	3	5
139	RAMANAGARA	<u>CHANNAPATNA</u>	132	7	3	4
140		<u>KANAKAPURA</u>	183	9	3	6
141		<u>MAGADI</u>	102	5	2	3
142		<u>RAMANAGARA</u>	124	4	2	2
143	SHIVAMOGGA	<u>BHADRAVATI</u>	138	7	3	4
144		<u>HOSANAGARA</u>	42	2	2	0
145		<u>SAGARA</u>	77	4	2	2
146		<u>SHIKARIPURA</u>	105	5	2	3
147		<u>SHIVAMOGGA</u>	178	6	2	4
148		<u>SORABA</u>	84	4	2	2
149		<u>TIRTHAHALLI</u>	47	2	2	0
150	TUMKUR	<u>CHIKNAYAKANHALLI</u>	97	5	2	3
151		<u>GUBBI</u>	111	6	2	4
152		<u>KORATAGERE</u>	78	4	2	2
153		<u>KUNIGAL</u>	92	5	2	3
154		<u>MADHUGIRI</u>	133	7	3	4
155		<u>PAVAGADA</u>	110	6	2	4
156		<u>SIRA</u>	150	8	3	5
157		<u>TIPTUR</u>	88	4	2	2
158		<u>TUMAKURU</u>	236	8	3	5
159		<u>TURUVEKERE</u>	72	4	2	2
160	UDUPI	<u>KARKALA</u>	72	4	2	2
161		<u>KUNDAPURA</u>	159	8	3	5
162		<u>UDUPI</u>	149	5	2	3
163	UTTARA KANNADA	<u>ANKOLA</u>	44	2	2	0
164		<u>BHATKALA</u>	55	3	2	1
165		<u>HALIYALA</u>	69	3	2	1
166		<u>HONNAVARA</u>	67	3	2	1

167		<u>KARWARA</u>	46	2	2	0
168		<u>KUMTA</u>	60	3	2	1
169		<u>MUNDAGODU</u>	42	2	2	0
170		<u>SIDDAPURA</u>	35	2	2	0
171		<u>SIRSI</u>	58	3	2	1
172		<u>YELLAPURA & JOIDA</u>	50	3	2	1
173	VIJAYAPURA	<u>BASAVANA BAGEVADI</u>	138	7	3	4
174		<u>VIJAYAPURA</u>	277	9	3	6
175		<u>INDI</u>	166	8	3	5
176		<u>MUDDEBIHAL</u>	125	6	2	4
177		<u>SINDGI</u>	164	8	3	5
178	YADGIR	<u>SHAHAPURA</u>	153	8	3	5
179		<u>SURAPURA</u>	188	9	3	6
180		<u>YADAGIRI</u>	198	7	3	4

ANNEXURE-III

**Certificate of Deploying one set of Lorries to more than
one Taluk
Tender Notification of Food Civil Supplies & Consumers
affairs Department Retail Transportation of Food Grains**

Sl. No.	District	Taluk Names	District in which the original documents Produced for verification
		1	
		2	
		3	

As said above I declare that same set of lorries have been mentioned in the Tender Application and I am producing the original documents for Technical Verification in _____ District.

Date:

Place:

Signature of the Contractor

ANNEXURE-IV**Pro-forma of Work Experience Certificate to be produced by the Bidders**

Sl. No.	Name of the Client / Customer Served	Nature of the work / contract executed	Contract Period	Product Handled	Volume of work handled in MT	Total value of work/contract executed	No. of vehicle deployed

ANNEXURE-V
AGREEMENT FOR TRANSPORT OF FOOD GRAINS OF
_____ DISTRICT

1. This Deed of Agreement made on this _____ Two Thousand Fourteen Year.

Between

2.(a) The Deputy Commissioner/ Additional Director(IRA), _____ , hereinafter called the "First Party" (Which term wherever the context so admits shall mean and include them and their successor in office of the one part;)

(b) _____ hereinafter called the second party (which term wherever the context so admits shall and include them, their successors executors, administrators and assigns) of other part.

1 (c) WITNESSE AS FOLLOWS:
APPOINTMENT:

2. WHEREAS the First Party issued a Tender Notification No. _____ dated: _____ inviting tender applications for road transportation and handling contract in respect of **Food Grains** under public Distribution System and other schemes of the Government.

(a)Whereas the Second Party submitted tender application dt:_____

3. It is hereby agreed between the parties as follows:

SECURITY DEPOSIT:

4. The Second Party has undertaken to provide within 30 days from the date of this Agreement irrevocable Bank Guarantee of Rs. _____ (Rupees _____) valid for a period of _____ months from the date of the said Bank Guarantee as Security Deposit.

(a) The Second Party shall always maintain the Security Deposit at Rs. _____ (Rupees _____) throughout the period of this contract.

(b) No interest will be paid by the First Party on the Security Deposit.

(c) The Security Deposit shall be refunded only after satisfactory completion of all the obligation by the Second Party, subject to clause 23.

(d) The Security Deposit of this agreement shall not be adjusted against any deposits to be made by the Second Party under any other contract.

GENERAL

5.(a) The Second Party shall carry out the Transport and handling works effectively in a businesslike manner and in accordance with the instructions/directions issued by the First Party or his whole sale nominees from time to time. He shall ensure to meet the exigencies of Public distribution system and other schemes, like lifting stocks at short notice/in shorter time/etc.

5 (b) The Second Party shall ensure that the stocks shall be transported by the route as may be directed by the First Party.

6. (a) The Second Party shall not subject, transfer or assign, this contract or any thereof without the written consent of First Party.
6. (b) It shall be responsibility of the Second Party to keep readily available as many vehicles as may be required and to transport to the goods entrusted to them in the vehicle confirming to the respective Government regulations and fully licensed in the behalf. He is also responsible to provide the vehicles as required by the First Party. The First Party will have the right to transport the goods through any alternative carries at the risk and cost of the Second Party.
6. (c) In case of not providing the required trucks at short notice, the excess freight charges etc., incurred in this regard will be debited to the Second Party's accounts and the same will be recovered from their bills.
6. (d) The First Party has the right to use own transport or the transport of their road transport contract of its own choice and discretion during the tenure of this contract, whenever required particularly when the Second Party is unable to quickly clear the load or when they fail to place the vehicle in time or for any other reasons and the extra freight charges and risks incurred in this regard will be recovered from the Second Party.
6. (e) The title of the goods consigned shall vest and always vest in the First Party till it is delivered to the designated consignee by the Second Party and delivery receipt obtained from the consignee on delivery. The Second Party shall not interfere in any manner with the right, title and interest of the First Party in goods by way of creating any charges whatsoever.
6. (f) The First Party is not responsible for any loss or damage or detention of vehicles of the Second Party or injury resulting from acts "**FORCE MEJEURE**", Which term include acts of god, fire, explosions or other catastrophic, storm and flood, War Civil commotions, strike, lockouts, blockade and embargoes imposed by Government whether within or outside the premises and such other causes beyond the control of the First Party.
6. (g) The Second Party undertake to adopic maintain Global Positioning System (GPS) at his own cost whenever the First Party directs to do so.

SERVICES SHORTAGES RECOVERY RATES AND DISTANCE:

7. (a) The Second Party has undertaken to transport Food Grains under Public Distribution System as well as other scheme of the Government.
7. (b) The Second Party shall transport the commodities directly to the authorized destinations without any intermediately transshipment. The Second Party shall provide their trucks since no transshipment is allowed.
- 8.(a) The Second Party shall get satisfied of the quality before lifting the commodities by their personnel and shall deliver as such. The work "QUALITY" shall mean easy marketability of the commodities by edible purpose in the public distribution system and shall conform to the standards of the PFA Act Specifications.
8. (b) The Second Party shall lift the commodities from the lifting points on weighment, loan into the trucks, transport, unload, weight and deliver all

- the quantities lifter, stack properly in the Godown/Sales points as per instructions of the First Party or his wholesale nominee and obtain stock receipt from the Depot Manager of the wholesale nominees. No other charges, such as demurrages, detention loading/unloading/hamali charges will be paid.
8. (c) The Second Party shall cause the safety and security of commodities by making insurance coverage, by providing tarpaulin against rain/spillage, from the time be lifted the stocks till the time of its delivery at First Party's points. The Second Party is also responsible to effect delivery of such goods to the designated consignee in the same condition as received by him and within the time prescribed. He shall hold the good entrusted to him for carriage as "TRUSTEES" and accountable therefore accordingly.
 8. (d) The Second Party shall also stitch with his own twines and labour the bags inadequately stitched or with holes before loading delivery.
 8. (e) For any short deliveries of the commodities, noticed at the authorized of the First Party, the value calculated at double the **economic cost price or open market rate whichever is higher** shall be assessed against the Second Party. In addition to any other action treating it as violation of terms of contract and under EC Act 1955 and **The Prevention of Black Marketing and Maintenance of Supplies of Essential Commodities Act, 1980**, if the Deputy Commissioner/Additional Director (IRA) deems it necessary to do so.
 8. (f) Since time is essence of the contract , the Second Party shall ensure that the goods entrusted to him for carriage are delivered to the consignee within the shortest possible time as agreed.
 8. (g) The rates, agreed between the parties as per the schedule of rates of this agreement, shall be all these services and for other obligations cost upon the Second Party under the other Paras of this agreement.
 8. (h) These rates will be paid for the shortest distance as may be approved by the First Party.
 8. (i) These rates will be paid on the basis of net weight of the commodities delivered.

SERVICES SHORTAGES RECOVERY RATES AND DISTANCE:

9 (a) **Charting the Movement Plan:** The route plan should be finalized between the contractor and the Deputy Commissioner/ Additional Director(IRA) Any unreasonable deviation from the route plan should be done only after prior permission of the Deputy Commissioner/Additional Director(IRA), unless it is emergent. Even in emergent situation, the Deputy Commissioner/ Additional Director (IRA) shall be informed in advance orally about the deviation if not possible to take prior written permission. The same should be ratified in writing at the earliest. Any unauthorized deviation in finalized route shall be considered as violation of the agreement. Accordingly the contractor shall be penalized not only for the violation of contract agreement, but would also be liable for prosecution under E.C Act 1955 by treating deviation from approved route as attempt for diversion of food grains to black market.

- 9 (b) The Second Party shall lift, transport and deliver the commodities as per the movement programme and within the time limit to be given by the First Party or by the authorized suppliers of commodities from time to time.
- 10 (a) If the Second Party fails in this regard, lifting as per schedule, a penalty up to Rs.5000.00 per load/day may be assessed and collected against the Second Party.
- 10 (b) The First Party shall have the right to transport the goods through a separate/any alternative agency, in which cases also, the extra expenditure, if any, incurred by the First Party shall be assessed, against and collected from the Second Party if he fails to execute the contract during the period of this agreement and the First Party is at liberty to call fresh tenders and appoint new contractor/s, before expiry of this agreement, shall be borne by Second Party without demure.
- 10 (c) The Second Party shall bear the storage charges payable, if any on account of this failures to lift within the time limit to be given by the First Party or by the authorized suppliers.
- 10(d) If the services of/compliance by the Second Party continues to be unsatisfactory in spite of three written warnings, the contract will be terminated without any further reference and the Security Deposit will be forfeited at the absolute discretion of the First Party.
- 10(e) For the purpose of lifting, the wholesale nominees of the First Party will hand over to the Second Party or to his authorized representatives:
- i. The suppliers release orders or wholesale nominees purchase order (as in the case of rice and wheat, from FSA)
 - ii. Will issue the blank attested forms for filling at the lifting points before the actual lifting in truck is made and the second party shall case its safety and proper use and/or
 - iii. May change the above said procedures, if and when warranted by the circumstances, and issue suitable directions to the Second Party in this regard.

ESSENTIAL COMMODITIES ACT 1955 and The Prevention of Black Marketing and Maintenance of Supplies of Essential Commodities Act, 1980

11. The Second Party shall not violate any rules and regulations of the Essential Commodities Act 1955, **The Prevention of Black Marketing and Maintenance of Supplies of Essential Commodities Act, 1980** other similar acts and orders thereon, issues by the Central or State Government, from time to time.
12. The delay, expenditure, losses, etc., that may be incurred/suffered by the First Party due to seizure of lorries/commodities on account of violation such rules/regulations by the Second Party shall be assessed against and collected from the Second Party himself.

13. The tender awarded to second party will be cancelled on violation of Essential Commodities Act 1955, the prevention of Black Marketing and maintenance of supplies of Essential Commodities Act 1980 and other similar acts and orders thereon issues by central and State Government.
14. The tender awarded to second party will be cancelled if Lorries owned/hired by him or his family members are confiscated for violating EC Act 1955 and prevention of Black Marketing and Maintenance of supplies of Essential Commodities Act 1980.

CONTACT AND STAFFING ARRANGEMENT:

15. The Second Party shall have an independent office with telephone and managerial staff in _____ to facilitate communications from and to the First Party in _____.
- 16(a) The Second Party shall be in continuous contact with the First Party collect well in time the demand draft, purchase orders, release orders, movement programme etc., from the First Party in _____. Subsequently inform the First Party of the daily lifting as well as delivery.
- 16 (b) The First Party shall have the right to demand withdrawal or replacement of any employees of the Second Party who in his opinion is hampering the smooth execution of work and Second Party shall comply with any such demands.
- 16 (c) Any expenditure, losses that may occur to the First Party due to negligence, carelessness, misconduct of himself or his servant/s, or his agent/s shall be assessed against the Second Party.
17. The Second Party while performing the Services/discharging obligation under this agreement, shall engage persons/Labourers as his own servants in all respects and his employees shall not at any time regarded as the employees of the First Party. For this purpose, the colliers/hamalies engaged in unloading, weighing and stacking works in the process of delivery to the First Party, shall be deemed to have been employed by the Second Party.
- 18(a). The Second Party alone shall hold the responsibility under Indian Factories Act., Workmen Compensation Act and other similar enactments in respect of all such personnel. The Second Party shall always keep the First Party fully indemnified against all claims and proceeding, if any, in respect of his employee or others against the First Party.
- 18(b) The Second Party shall obtain license in from No. 4 under 21 (1) from the Labour Commissioner concerned as per the provisions of contract Labour(Regulation and abolition) Act, 1970, within 30 days after signing this agreement, if applicable.
- 18(c) The Second Party shall also maintain such records and remit such returns, fees contribution, etc., as may prescribed under the said Acts and Rules in force.
- 18(d) any violation in this regard shall be assessed against the Second Party.

CONSTITUTION OF BUSINESS:

19. The Second Party shall not change this deed of partnership/constitution without the prior approval of the First Party.
- 20 (a) The Second Party shall not wind up his business or enter into any arrangement with his creditors during the currency of this agreement without prior approval of the First Party.
- 20(b) The Second Party shall file along with this agreement, with the First Party
 - i) Declaration regarding the constitution of this business (i.e., whether proprietorship)
 - ii) An attested copy of the related deeds, if any with the full signatures of all concerned and;
 - iii) A list of his authorized representatives (as and when necessary)

VOLUME OF BUSINESS:

21. The First Party shall not guarantee any definite volume of work any definite volume of work any time of throughout the period of this contract.
- 22(a) The First Party can discontinue the business any time and without prior notice to the Second Party in which case also the Second Party cannot be assured of any business.
- 22(b) The First Party need not necessarily entrust the transportation and handing work to the Second Party, solely.
- 22(c) The First Party will have the exclusive right to appoint one or more contractor/s for the work.

REVISE AND TERMINATION:

23. First Party shall have the right to revise any clause or clauses or part of the clauses of this agreement during the currency period whenever considered necessary in consultation with advance information, to the Second Party.
24. The First Party shall have the right to terminate the agreement at any time and to forfeit the security deposit and the additional security deposit for breach of any of the terms and condition for non-fulfillment of any obligation of the agreement by giving seven days notice in writing.

MODE FOR RECOVERIES:

25. The First Party shall have the right to recover any losses / Expenditure be may undergo due to Second Party's breach of and / or no in fulfillment of this agreement and any assessment that may be made against the Second Party under the Specific provisions of this agreement from bills payable, from dues under may other contract, by cash on demand and through any other course of actions that may be open.

BILLS:

26. The Second Party shall claim the bill in the format and according to procedures that are/may be prescribed from time to time by the First Party. The bills generally are paid within 30 days. However, payment of bills is subject to Clause No. 23 of this Agreement.

DURATION AND DISPUTES:

27. The duration of this agreement shall be for a period of one year from _____ to _____. After expiry of the above period, it may be extended at the option of the First Party for a further period of six months on the same terms and conditions. Such extension shall be binding on the second party.
28. However, for the purpose of clause 23, the agreement shall be in force till the accounts are fully settled by the Second Party.
29. The contract may be terminated by the First Party at any time by giving one month notice in writing without assigning any reasons and without any compensation.
28. All disputes and differences arising out of this agreement whatsoever (except as to any matter the decision of which is expressly provided for in this agreement) shall be referred to the sole arbitration of a Senior I.A.S., Officers of the Karnataka Government and his decision shall be final and binding on the parties.

SCHEDULE OF RATES UNDER THIS AGREEMENT:

30. Rates of transportation and handling charges for Food Grains from various authorized destination point/s in _____ Taluk inclusive of all operations, service and obligation under the conditions of this agreement are as follows:

1. Transportation Rates awarded by Tender:

_____paise per k.m/per Quintal

In witness whereof, the parties above mentioned here set their respective hands on the day, month and years above written on all pages of this Agreement.

WITNESS:

1. Sign :
2. Name :
3. Address :

FIRST PARTY

1. Sign :
2. Name :
3. Address :

SECOND PARTY.

ANNEXURE-VI**Proforma of Bank Guarantee of Security Money Deposit****(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

In consideration of the Commissioner, FCS & CA Dept, No.8 Cunningham Road, Bangalore-52 through its regional office Deputy Commissioner (Food) _____Dist _____Taluk (here in after called FCS & CA Dept.) having agreed to accept the further security deposit in the form of Bank Guarantee under the terms and conditions of the contract No. dated_____ made between the FCS & CA Dept and Contractor for transportation of food grains from_____ (hereinafter called the 'contract') from FCI/CWC/SWC/KFCSC Ltd and other storage godowns to taluk wholesale godowns for the due fulfillment by the said Contractor/s of the terms and conditions and obligations contained in the said contract, we (NAME OF BANK), (hereinafter referred to as 'the Bank') at the request of (BIDDER/S) do hereby undertake to pay on demand by FCS & CA Dept. an amount not exceeding Rs. _____(Rupees only).

We (*NAME OF BANK*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur and without notice to the contractor, merely on a demand from the FCS & CA. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Banks liability under this guarantee shall be restricted to an amount not exceeding Rs. _____(in words _____)

We undertake to pay to the FCS & CA Dept. any money so demanded not withstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract that it shall continue to be enforceable till all the dues of the FCS & CA Dept. under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the FCS & CA Dept. certifies that the terms and conditions of the said agreement & contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date) we shall be discharged from all liability under this guarantee thereafter.

We, _____ (**NAME OF THE BANK**) further agree with the FCS & CA Dept. that the FCS & CA Dept. shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the FCS & CA Dept. against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or commission on the part of the FCS & CA Dept. or any indulgence by the FCS & CA Dept. to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The guarantor hereby declare that it has power to execute this guarantee and the executants has full power to do so on its behalf under the proper authority granted to him/them by the **bank**.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FCS & CA Dept. in writing.

SIGNED AND DELIVERED
For and on behalf of

For and on behalf of above
named Bank (Banker's Name and Seal)

CHECK LIST**Information about the Bidders & list of documents to be uploaded**

1	Name & permanent address of the bidder, email id, Contact No, & Registration Number, along with passport size photographs	
2	Furnish details of business the Bidder is engaged in along with the details of his Corporate/Head Office, Branches, if any, other particulars of the firm.	
3	Furnish Income Tax PAN of the Bidder (copy to be enclosed).	
4	Documentary proof towards Earnest Money Deposit Furnish Part (A)-Technical Bid with Notice Inviting Tender, Bid Document, all its Annexures and supporting documents.	
5	Furnish audited profit & loss account and balance sheet for immediate preceding three financial years.	
6	Composition of Bidder: (State whether the bidder is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, all the Directors of the company, as applicable, shall be Furnished Furnish attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/By-laws/Certificate of incorporation, Certificate of Registration etc. as applicable. Furnish Power of Attorney/Resolution of BOD authorizing the signatory to sign the bid.	
7	Affidavit has to be submitted for the following: Bidders or his family members should not have any criminal cases, should not have been booked under essential commodity act either Food Department, or any other Government Dept. The bidder should submit the affidavit and certificate from respective Deputy Commissioner in this regard. i. Who had been black listed/debarred by FCI or any Government; Department/Public sector undertaking shall be ineligible. ii. Any Firm/Company if blacklisted/debarred by Govt. of Karnataka to undertake any similar transportation activities. iii. The employees of state FCS & CA department, KFCSC Ltd, food & civil supplies central government and their relatives should not	

	participate in the tender, and also the bidders and their family members should not be owning Fair price depot and rice or wheat flour mills.	
8	Furnish proof of having control over owned and hired trucks details. (copies of related document has to enclosed) ANNEXURE - I	
9	<p>Mention the Taluk name –</p> <p>a) The bidder can bid for maximum of 3 locations (taluk) with same set of own trucks and work order will be given for one taluk only among successful bid (L-1) the taluk to which bidder has coated least tender premium will be awarded.</p> <p>b) If the bidders, who bid for more than one location should provide the details of the own trucks and the locations as per ANNEXURE –III</p>	
10	Experience Certificate ANNEXURE - IV	

Note: The entire bid document and all its Annexures and copies of the supporting documents shall be signed on each page by the bidder/authorized signatory.