



**The Haryana State Federation of Consumers'  
Co-operative Wholesale Stores, Limited  
(CONFED HARYANA)**

**DETAIL NOTICE INVITING TENDER**

**e-Tender** is invited on the prescribed tender form from transporters for transportation work for the period from 01.04.2024 to 31.03.2025 in single stage two cover system i.e. request for pre-qualification/Technical Bid (online Bid under Technical Envelope) and request for Financial Bid (comprising of price bid proposal under online available Commercial Envelope) for the transportation of:-

1. Doorstep delivery of goods and commodities under PDS and other Welfare scheme to Fair price Shops in Sub Divisions falling inside the Districts Ambala, Bhiwani, Faridabad Fatehabad, Gurugram, Hisar, Jhajjar, Jind, Kaithal, Karnal, Kurukshetra, Mewat, Narnaul, Panipat, Palwal, Panchkula, Rohtak, Rewari, Sirsa, Sonipat and Yamuna nagar from FCI/Agency/CONFED godowns/Flour Mill (empanelled by HAFED). Transportation of sugar from Sugar Mills where sugar mills exists/situated/located in the District is directly supplied to the doorstep of Fair Price Shop in concerned District and Delivery of wheat from FCI/Agency godown to flour mill (empanelled by HAFED).
2. Doorstep delivery of goods and commodities under SNP scheme to Anganwari centres in the sub division falling inside the District Jhajjar, Karnal, Kaithal, Panipat, Panchkula, Rohtak, Sonipat and Yamuna Nagar from FCI/Agency/Confed godowns/Flour Mill and Delivery of wheat from FCI/Agency godown to flour mill (empanelled by HAFED).
3. Home delivery of LPG cylinsders to consumers from CONFED Gas agency/godown at Kurukshetra, Jind and Yamunanagar.

The prescribed tender form containing detailed terms and conditions can be had from <https://etenders.hry.nic.in>. The e-tender duly completed with requisite earnest money shall be opened by the District level Transport Committee under the Chairmanship of Deputy Commissioner. E-tenderer shall be required to quote separate rates of Sub Division wise falling inside the District. Separate tender should be submitted by the tenderer for each Sub Division falling inside the District.

The schedule of e-tender is as under:

Group-A	Release of tender at 10.00 AM	Last date of registration with portal	Opening of technical bid	Opening of financial bid and negotiation
Group-A, B & C	21.02.2024	06.03.2024 up-to 01:00 PM	06.03.2024 at 03:00 PM	As decided by Committee

For details, please visit 'Tender' Section on <https://etenders.hry.nic.in>. The tender notice and tender documents are available on website.

Tender document fees is Rs. 2000/- per sub division is non refundable.

Interested parties may remain present at the time of opening of e-tender for making negotiation, if any. The undersigned reserve the right to cancel/reject all or any tender without assigning any reason thereof.

Managing Director  
CONFED



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Under this process, the Pre- qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & /Commercial envelope. Eligibility and qualification of the Applicant will be first examined based in the details submitted online under first cover [PQQ or Technical] with respect to eligibility and qualification criteria prescribed in the tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per tender document.

1. **The payment for tender Document Fee shall be made by eligible bidders online directly through internet Banking Accounts and e- Service Fee through Debit Cards & internet Banking Accounts. The payment for EMD can be made online directly through RTGS/NEFT. Please refer to online payment Guideline available at the single e-procurement portal of GOH [Govt. of Haryana] and also mentioned under the tender Document.**
2. Intending bidders will be mandatorily required to online sing-up (create user account) on the website <https://etenders.hry.nic.in/nicgep/app> to be eligible to participate in the e- Tender. **He/she will be required to make online payment of towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his/her bids for the respective event/ Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction day+ one working day) in advance i.e. **on or before make payment via RTGS/NEFT to the beneficiary account number specified under the online generated Chillan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in/nicgep/app>**

The interested bidders shall have to pay mandatorily e-Service fee (Non refundable) of Rs.1,000/ (Rs. One Thousand only) + 18% GST online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks The Bidders can submit their tender documents (online) as per the dates mentioned in the key dates

### Important Note:-

1. The applicants/bidders have to complete Application/id Preparation & submission Stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his /her Application/ bid status will be considered as application/ bids not submitted.
2. Applicant/ Bidder must confirm & check his /her Application/ bid status after completion of his/her all activates for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of Application/ Bid Preparation & submission stage (Application/Bidder Stage) subject to the condition that the rework must take place during the stipulated time frame of the applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee + e- Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The nods shall be submitted online in two separate envelopes.

**Envelope 1: Technical Bid** The bidders shall upload the required eligibility & technical documents online in the Technical bid.

**Envelope 2: Commercial Bid** The bidders shall quote the prices in price bid format under Commercial Bid ***Instructions to bidder on Electronic Tendering System*** These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### 1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender process online are required to get registered on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in/nicgep/app>. Please visit the website for more details.



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### 2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates shall be issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in/nicgep/app>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in/nicgep/app> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### 3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Tenders Haryana or downloaded from the home page of the website - <https://etenders.hry.nic.in/nicgep/app>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### 4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-procurement system on the Home Page at <https://etenders.hry.nic.in/nicgep/app>.

### 5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-procurement portal <https://etenders.hry.nic.in/nicgep/app>.

### 6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### 7. Online Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

- i) Online Payment of Tender Document Fee + e-Service fee:



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The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and eService Fee through Debit Cards & Internet Banking Accounts. The Payment for EMD shall be made online directly through RTGS/NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

ii) **PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:**

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in/nicgep/app>) and tender mandatorily be submitted online.

**Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

**8. ASSISTANCE TO THE BIDDERS: -**

*For queries on Tenders Haryana Portal Kindly Contact*

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel : 0120-4200462, 0120-4001002

Mobile : 8826246593

E-mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)

**For any technical related queries please call at 24 x 7 Help Desk Number**

**0120-4001 002**

**0120-4001 005**

**0120-4200 462**

**0120-6277 787**



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Work wise Earnest Money for Transportation Tender 2024-25

Sr. no.	Particular	EMD amt. for General	EMD amt. for Cooperative Labour and Construction Society of Haryana	Security
1.	PDS tender	3,00,000/-	1,50,000/-	The security shall be deposited in bank account of Confed Head Office, Panchkula through RTGS/NEFT. Security money will be calculated @ 10% by the District Manager in view of Sub Division wise average monthly lifting of food-grains at market rate during the month of November 2023, December 2023 and January 2024 under TPDS, SNP scheme, LPG and other welfare scheme (except PMGKAY).  Out of which 5% amount will be deposited by the transport contractor with Confed as per clause no. 10 and remaining 5% will be deducted in equal proportion from 1 <sup>st</sup> 5 bills submitted by the transport contractor against transportation work done by him.
2.	SNP Scheme	1,50,000/-	75,000/-	
3.	LPG tender	1,00,000/-	50,000/-	

**Note:**  
Security for Cooperative Labour and Construction Societies of Haryana shall be half of security amount applicable and in case of the Cooperative Labour and Construction Societies consisting of all women members or all SC members the security will be 25% of the security applicable.





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**Tender for Transportation work for the year 2024-25**

Terms and conditions of tender for appointment of transport contractor for loading, unloading, handling and transport etc. for lifting, transporting and doorstep delivery of goods and commodities under PDS, SNP Scheme, Sugar, Home delivery of LPG Cylinder at the residence of registered consumers and any other welfare schemes, to be undertaken by CONFED from the godowns of FCI/Confed Godown/State Procuring Agencies, Flour Mill at the doorstep of Fair Price Shops and Schools/Aanganwari situated in Sub Division, falling inside the District at the rates quoted for the period 01.04.2024 to 31.03.2025.

**1. Definition**

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it.
- ii) The term 'CONFED' wherever occur shall mean ***"The Haryana State Federation of Consumers Co-operative Wholesale Stores Ltd."*** and will include its District Manager and its successor or successors and assigns.
- iii) The term 'Managing Director' shall mean Managing Director Confed. The term District Manager' shall mean District Manager Confed District office concerned under whose administrative jurisdictions the Tenders/Contract will be done.
- iv) The term ***"District Level Transport Committee"*** means committee constituted by the Managing Director Confed for opening the tender after making negotiation with tenderer as per instructions no. 2/2/2010-4-IB-II dated 16<sup>th</sup> June 2014 issued by Govt. of Haryana, Industries & Commerce Department, Directorate of Supplies & Disposals and to recommend reasonable and workable rates to Managing Director Confed for final approval under the Chairmanship of Deputy Commissioner. The other members of the Committee are Addl. Deputy Commissioner, SDM, DFSC, DM CONFED. In case of delivery of LPG cylinder SDM concerned will also be member. DLTC should recommend the rates within 15 days of opening of tender. In case of delay, specific reasons of delay should be specified at the time of submission of proceeding.
- v) The term tenderer shall mean and include the individual, firm, Company or Society who have read and understood the terms and condition of tender. Fair Price Shops owners, his family and nominee of a FPS are not eligible to participate in the tender. An Individual, Partnership Firm, Company or its unit etc. who are doing the grinding work of PDS commodities under NFSA or any other welfare scheme of Haryana Govt. are not eligible to participate in transportation tender. **Further, the vehicles related to flour miller cannot be used for transportation of PDS commodities.**
- vi) The term 'Contractors' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be, by District Manager, Confed District office concerned.
- vii) The term 'Services' shall mean the performance of any of the items of work enumerated in the tender, additional and incidental duties, services and operations as may be indicated by the District Manager, Confed District office or District level Transport Committee or any officer acting on his behalf.
- viii) The term contract 'rates' shall mean the rates of payment send to Head Office by the Deputy Commissioner concerned on the recommendation of the District level Transport Committee and approved by Managing Director CONFED. The rates offered by tenderer inclusive of all taxes and levies etc.
- ix) The term 'Godown' shall mean and include depots, godowns belonging to or in occupation of FCI/State procuring Agencies/Confed or any other office of Govt./Boards/Corporations/ Institutions within the District or outside the District for storage of food-grains.
- x) The term 'Food grains i.e. Goods and Commodities' shall mean and includes Wheat, Sugar, Bajra, Mustard Oil, Fortified Atta, Salt, Pulses, Rice etc. under PDS & SNP scheme.



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- xi) The term 'Vehicle' wherever shall mean mechanically driven commercial vehicles for transportation of goods and commodities such as truck, tempo etc. and shall exclude animal driven vehicles, three wheelers/tipper.

**2. Objects of work/description of work**

Lifting, loading, unloading, handling, transportation and delivery of goods and commodities to all Fair Price Shops directly after lifting the same from FCI godowns/Flour Mill/Confed Godown/godowns of other State procuring Agencies under PDS and other welfare scheme.

Lifting, loading, unloading, handling, transportation and delivery of goods and commodities i.e. Wheat, Atta, Rice etc. to various Schools/Aanganwari centers in the district directly after lifting the same from FCI godown/Flour Mill/godowns of State procuring agencies under SNP Schemes.

Contractor will ensure storage of such food-grains which is not delivered to FPS/Schools/Aanganwari centers till its delivery, the same will be immediately informed to District Manager, Confed and this stock will be kept in joint custody of Contractor and Confed Store Keeper/Salesman. District Manager, Confed and Contractor should also ensure the balance stocks will be delivered to concerned at the earliest.

Contractor shall have to make own arrangement for giving supplies of food-grains to FPS and Schools/Anganwari centres **on 100% weightment** and obtain receipt from the FPS holders (PoS machine receipt)/Incharge Anganwari centres on the bill/challan issued by the Confed employees. The contractor shall give the delivery to the authorized FPS holders/Anganwari centres/Schools at authorized places as the case may be for which he will be sole responsible.

Home delivery of LPG cylinders at the residence of registered consumers within the City and surrounding areas as per instructions/policy guidelines of Oil Company/Local Administration/State Govt. The home delivery rates should be quoted for local consumers registered with Confed Gas Agency \_\_\_\_\_ and separate rates should be quoted for home delivery of LPG cylinders in the rural areas. The locations shall be given by the District Manager concerned.

Contractor has to install the weightment scale and LPG leakage checking machine or any other equipment required as per company guidelines in the trucks/tempo.

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

4. The tenderer shall have to quote single rate for the Sub Division wise falling in district for each group "A" "B" & "C" separately. Tenderers are required to quote group wise & Sub Division wise rates for the transportation works contained in the terms and conditions of the tenders as contract for transportation of food-grains under TPDS, SNP scheme, other welfare scheme separately and such other welfare schemes shall be given to the individual/firm/Company/Societies who can undertake the entire transportation of food-grains after lifting from godowns of State procuring agencies/FCI directly at the doorstep of fair price shops, and Anganwari centres falling in Sub Division in the district as given here under.

Division in the district as given here under

Sr. No.	Description																			
Group "A"	i) Transportation rates (in Rs.) from the godown/Flour Mills/Sugar Mill situated within District up-to Fair Price Shops of Sub Division falling inside the District																			
	ii) Transportation rates (in Rs. per Qtls per KM) from the godown/Flour Mills situated outside the district up-to Fair Price Shops of Sub Division falling inside the District																			
	<table><tr><th>Distance in KM between Confed sub division godown &amp; Agency Godown</th><th>Rate per Qtls per KM</th><th>Remarks</th></tr><tr><td>1 KM to 50 KM (Rate allowed for 50 KM minimum)</td><td></td><td>Transportation expenses for minimum 50 KM will be applicable.</td></tr><tr><td>1 KM to 70 KM (Rate calculated on per KM)</td><td></td><td rowspan="6">Rate to be calculated on per Qtls per KM basis for travelling total KMs as per rates offered by contractor/tenderer for different distances.</td></tr><tr><td>1 KM to 100 KM (Rate calculated on per KM)</td><td></td></tr><tr><td>1 KM to 150 KM (Rate calculated on per KM)</td><td></td></tr><tr><td>1 KM to 200 KM (Rate calculated on per KM)</td><td></td></tr><tr><td>1 KM to 250 KM (Rate calculated on per KM)</td><td></td></tr><tr><td>1 KM to 300 KM (Rate calculated on per KM)</td><td></td></tr></table>	Distance in KM between Confed sub division godown & Agency Godown	Rate per Qtls per KM	Remarks	1 KM to 50 KM (Rate allowed for 50 KM minimum)		Transportation expenses for minimum 50 KM will be applicable.	1 KM to 70 KM (Rate calculated on per KM)		Rate to be calculated on per Qtls per KM basis for travelling total KMs as per rates offered by contractor/tenderer for different distances.	1 KM to 100 KM (Rate calculated on per KM)		1 KM to 150 KM (Rate calculated on per KM)		1 KM to 200 KM (Rate calculated on per KM)		1 KM to 250 KM (Rate calculated on per KM)		1 KM to 300 KM (Rate calculated on per KM)	
	Distance in KM between Confed sub division godown & Agency Godown	Rate per Qtls per KM	Remarks																	
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	1 KM to 200 KM (Rate calculated on per KM)																			
	1 KM to 250 KM (Rate calculated on per KM)																			
1 KM to 300 KM (Rate calculated on per KM)																				
iii) Transportation rates (in Rs.) for delivery of wheat from FCI/Agency godown situated within district or outside the district up to flour mill situated within district (empanelled by Hafed)																				
Group "B"	i) Transportation rates (in Rs.) from the godown situated within district up-to Schools/Anganwari centres of sub division falling inside the district																			



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	ii) Transportation rates (in Rs.) from the godown situated outside district up-to Schools/Anganwari centres of sub division falling inside the district
	iii) Transportation rates (in Rs.) for delivery of wheat from FCI/Agency godown situated within district or outside the district up to flour mill situated within district (empanelled by Hafed)
Group "C"	Transportation rates (in Rs.) for home delivery of LPG cylinders to the residence of registered consumers:- In urban Area In Rural Area

**Note:**

1. जिले के बाहर से खाद्यान उठान की स्थिति में परिवहन भाड़ा केवल उठान किए जाने वाले गोदाम एवं सब-डिवीजन पर स्थित कान्फेड गोदाम के मध्य की दूरी का देय होगा, जिसमें डिपोधारक तक खाद्यान छोड़ना शामिल होगा I
2. दूरी की गणना गठित की गई समिति के द्वारा Google Map में दर्शाए गए सबसे छोटे रूट के अनुसार की जाएगी एवं दूरी की गणना हेतु उठान किए जाने वाले गोदाम/फ्लौर मिल के longitude और latitude एवं सब डिविजन पर स्थित कान्फेड गोदाम के longitude और latitude के बीच की दूरी के अनुसार की जाएगी I
3. 50 किलोमीटर तक जिले के बाहर से उठान किए जाने वाले खाद्यान के लिए कम से कम 50 किलोमीटर के लिए ट्रांसपोर्टेशन भाड़ा फर्म द्वारा दिए रेट के अनुसार देय होगा I उदहारण के तौर पर यदि फर्म के द्वारा जिले से बाहर का खाद्यान 15 अथवा 30 किलोमीटर की दूरी से उठान किया जा रहा है तो भी फर्म को 50 किलोमीटर के लिए भाड़ा देय होगा I
4. इसके अतिरिक्त दुरी के लिए फर्म द्वारा विभिन्न दूरियों के लिए दिए गए विभिन्न रेटो मे से तय की गई दुरी से संबंधित तालिका का रेट ही दे होगा I जोकि निम्न अनुसार होगा:
  - i. उदहारण के तौर पर यदि फर्म के द्वारा जिले से बाहर का खाद्यान 58 किलोमीटर की दुरी से उठान किया जा रहा है तो फर्म को केवल 70 किलोमीटर तक के लिए दिए गए रेट के अनुसार प्रति किलोमीटर प्रति क्विंटल की दर से केवल 58 किलोमीटर के लिए ही भाड़ा देय होगा I 50 किलोमीटर का रेट लागू नहीं होगा I
  - ii. उदहारण के तौर पर यदि फर्म के द्वारा जिले से बाहर का खाद्यान 98 किलोमीटर की दुरी से उठान किया जा रहा है तो भी फर्म को केवल 100 किलोमीटर तक के लिए दिए गए रेट के अनुसार प्रति किलोमीटर प्रति क्विंटल की दर से केवल 98 किलोमीटर के लिए ही भाड़ा देय होगा I 50 और 70 किलोमीटर का रेट लागू नहीं होगा I

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

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

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

8. **Signing of tenders:** - Person or persons signing the tender shall state in what capacity he is or they are signing the tender e.g. as sole proprietor of a firm or as Secretary/Managing Director etc. of a limited Co. In the case of a partnership firms the names of all the partners should be disclosed. The copy of the partnership deed should be furnished along-with the tender. In case of a limited company, the name of signing the tenders is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender. In the case of Hindu Undivided family, the names of the family members should be disclosed and the karta, who can bind the firm, should sign the tender form and indicate his status below his signature.

The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce

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the said power of attorney, his tender shall be rejected by District level Transport Committee. The person/firm/Co./HUF who retained on defaulter/black listed by Govt. or Semi Govt. offices or State procuring agencies including FCI shall not be entitled to submit the tender. Such tender shall be rejected out rightly. The tenderers have to submit affidavit duly attested by Notary to this effect.

The Power of Attorney should be signed by all the partners in the case of partnership concern, in case of Hindu Undivided Family, the Power of Attorney should be signed by the karta who by his signature can bind his family. In case of company, resolution passed by Board of Company regarding authority must be given in tender.

**9. Earnest Money:** - Each tender must be accompanied by an earnest money as detailed above (page no. 5).

If any contractor has previously held any contract and furnished security deposit, the same shall not be adjusted as earnest money against the tender.

The earnest money shall be liable to forfeit if the tenderer after submitting his tender resiles from or modifies his offer. It being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer withdraw before the validity period or tenders failure, after the acceptance of his tender, to furnish the requisite cash security deposit by the due date without prejudice to any other rights and remedies of Confed under the contract and law. The earnest money will be returned to all unsuccessful tenderers, as soon as practicable after decision on tenders. No interest shall be payable on the amount of earnest money.

**10. Security deposit:** - The successful tenderer shall furnish security money within 10 day from the approval of transportation rates conveyed by District Manager, Confed concerned as per approval of Managing Director, Confed as per recommendation of District Level Transport Committee. The acceptance of the transportation rates is conveyed by District Manager, Confed District office concerned after approval of Managing Director Confed to the tenderers in writing for security deposit. District Manager, Confed District Office concerned will work out Sub Division wise amount of cash security to be taken from the successful tenderers.

The security shall be deposited in favour of the **Confed Head Office, Panchkula** through RTGS/NEFT. Security money will be calculated @ 10% by the District Manager in view of Sub Division wise average monthly lifting of food-grains at market rate during the month of November 2023, December 2023 and January 2024 under TPDS, SNP scheme, LPG and other welfare scheme (except PMGKAY). Beside security money, transport contractor shall provide two surety bonds of Rs. 15.00 Lac each to the District Manager, Confed District office concerned.

The contractor has to deposit 5% security amount at the award of contract and remaining 5% will be deducted in equal proportion from 1<sup>st</sup> 5 bills submitted by the transport contractor against transportation work done by him.

The security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender and Confed will not be liable for payment of any interest on the security deposit or any depreciation thereof. If the successful tenderer has previously held any contract and furnished security deposit, the security shall be adjusted against the tender.

The security deposit will be refunded to the contractors on satisfactory performance of the services and on completion of all obligations by the contractors under the terms of the contract and on submission of a No Dues Certificate, subject to such deduction from the security as may be necessary for making up of the Confed claims against the contract.

In the event of termination of the contract, the Confed shall have the right to forfeit the entire amount of security deposit of the contractor along-with blacklisting of firm or claim for any damage, loss, charges, expenses or costs that may be suffered or incurred by the Confed.

In the event of the security being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or



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which at any time thereafter may become due to the contractors under this or any other contract with the Confed. If that sum also be not sufficient to recover the full amount recoverable, the contractors shall pay to the Confed on demand the remaining balance due amount. Whenever the security deposit falls short of the specified amount the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

**11. Documents attached to tender:-**

At-least two firms shall qualify for technical bids to participate for the financial bids. In case, single tender received and technically qualified while inviting the transportation tender third time, DLTC have the sole discretion to open the financial bid of single qualified tenderer.

**Documents required for TPDS tender “Group-A”:**

- i) Copy of PAN No., TAN No. and GST Number.
- ii) Self declaration on letter head of participating firm regarding acceptance of tender terms and conditions as per “Annexure-I”.
- iii) In case of partnership firm, copy of latest Partnership deed along-with power of attorney. In case of Company, Registration Certificate of company issued by Registrar of Companies along-with resolution (power of attorney) passed by Board of Directors of Company.
- iv) Copy of certificate of registration of Partnership firm as per latest Partnership deed before District Registrar of Firm. In case, it is a sole proprietorship, proprietor should furnish an affidavit duly attested by the Notary Public that he/she is a sole proprietor of the firm.
- v) Certificate of minimum 2 year experience as transporter except experience certificate issued by any other transporter.
- vi) Bank statement for the last financial year 2022-23 which reflects the turnover of Rs. 20.00 Lac (except cash entry).
- vii) Balance sheets, profit and loss & trading account of last two financial years i.e. 2021-22 and 2022-23 with minimum turnover Rs. 20.00 Lac per year duly certified by C.A. having valid UDIN on balance sheet.
- viii) Furnish an affidavit on Non Judicial Stamp paper duly certified by Notary that the firm has not be blacklisted/debarred by any State Government Department/Agencies or Central Government Departments/Agencies as on the date of submission of the bid in the present tender.
- ix) Copy of valid Income Tax Return of last two financial years i.e. 2021-22 and 2022-23 along-with computation sheet.
- x) Proof of minimum total 20 vehicles should be made physically available through an agreement on affidavit by mentioning vehicle no. & owner name of vehicle in the agreement. Out of which confirm ownership of minimum 3 trucks with the name of tenderer is required (3 ownership trucks should be valid in all means i.e. road tax clearance, fitness, insurance, pollution. The agreement of vehicles must be valid up-to tender period i.e. 31<sup>st</sup> March 2025)

**Documents required for SNP (Supplementary/Sabla Nutrition Programme) tender “Group-B”:**

- i) Copy of PAN No., TAN No. and GST Number.
- ii) Self declaration on letter head of participating firm regarding acceptance of tender terms and conditions as per “Annexure-I”.
- iii) In case of partnership firm, copy of latest Partnership deed along-with power of attorney. In case of Company, Registration Certificate of company issued by Registrar of Companies along-with resolution (power of attorney) passed by Board of Directors of Company.
- iv) Copy of certificate of registration of Partnership firm as per latest Partnership deed before District Registrar of Firm. In case, it is a sole proprietorship, proprietor should furnish an affidavit duly attested by the Notary Public that he/she is a sole proprietor of the firm.
- v) Certificate of minimum 2 year experience as transporter except experience certificate issued by transporter.
- vi) Bank statement for the last financial year 2022-23 which reflects the turnover of Rs. 10.00 Lac (except cash entry).
- vii) Balance sheets, profit and loss & trading account of last two financial years i.e. 2021-22 and 2022-23 with minimum turnover Rs. 10.00 Lac per year duly certified by C.A. having valid UDIN on balance sheet.



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- viii) Furnish an affidavit on Non Judicial Stamp paper duly certified by Notary that the firm has not be blacklisted/debarred by any State Government Department/Agencies or Central Government Departments/Agencies as on the date of submission of the bid in the present tender.
- ix) Copy of valid Income Tax Return of last two financial years i.e. 2021-22 and 2022-23 along-with computation sheet.
- x) Proof of minimum total 10 vehicles should be made physically available through an agreement on affidavit by mentioning vehicle no. & owner of vehicle in the agreement. Out of which confirm ownership of minimum 2 trucks with the name of tenderer is required (2 ownership trucks should be valid in all means i.e. road tax clearance, insurance etc. and agreement of trucks must be valid up-to tender period i.e. 31<sup>st</sup> March 2025)

**Note: -**

1. If the tenderer applied with the name of Individual/Proprietorship firm all documents with the name of Proprietor or individual only will be consider. In case of company, all documents with the name of company should be required.
2. If the tenderer applied with the name of Partnership firm, all documents should be in the name of firm only will be consider except ownership of vehicle. The ownership of vehicle with the name of partner can also be considerable. In case of company, ownership of vehicle with the name of company and its unit both can be considerable.
3. Vehicles for TPDS & for SNP provided by the contractor be GPS enabled (after allotment/award of tender) if required by DM, Confed concerned.
4. **Applied for acknowledgment uploaded in tender against application submitted for any certificate/registration will not be accepted.**
5. An Individual, Partnership Firm, Company or its unit etc. who are doing the grinding work of PDS commodities under NFSA or any other welfare scheme of Haryana Govt. are not eligible to participate in transportation tender.

**Documents attached to tender for LPG cylinder**

- i) Copy of PAN Number and GST Number.
- ii) In case of partnership firm, copy of Partnership deed along-with power of attorney.
- iii) Copy of certificate of registration of Partnership firm and in case, it is a sole proprietorship, proprietor should furnish an affidavit duly attested by the Notary Public that he/she is a sole proprietor of the firm.
- iv) Certificate of minimum 2 year experience as transporter except experience certificate issued by transporter.
- v) Proof of minimum total 7 trucks/tempo should be made physically available through an agreement on affidavit by mentioning vehicle no. & owner of vehicle in the agreement. Out of which confirm ownership of minimum 2 tempo/trucks with the name of tenderer is required (2 ownership truck/tempo should be valid in all means i.e. road tax clearance, insurance etc. and agreement of trucks must be valid up-to tender period i.e. 31<sup>st</sup> March 2025.)

After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney within 10 days of the acceptance of tender, failing which Confed will be entitled to cancel the contract at the risk and cost of tenderer and forfeit earnest money and security deposited by him along-with blacklisting of firm.

**12. Opening of Tender:** - The tenders will be opened by the District level transport Committee at the time and on the date indicated in tender form. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of tender.

However, if due to some unavoidable reasons the tender cannot be opened as per fixed schedule, time and date of opening of tender shall be intimated to tenderers by District Manager Confed in consultation with the District level Committee at the time of submission of the tender. The tender shall remain valid for acceptance up-to and including of 90 days from the date of opening of financial bid or to the extension of said date for further 60 days in case, it is decided by Deputy Commissioner concerned.

**13. Scrutiny of the tenders:** - Scrutiny of tender shall be done by District Level Transport Committee or District Manager, Confed District office concerned, in consultation with District Level Transport Committee. It should be clearly understood by the tenderer that no opportunity shall be given to them to modify or withdraw tender at a stage when the rates are known to all tenderer.



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

**Important points regarding scrutiny of bids:**

- i. The rejection/cancellation of participation in tender will be conveyed to applicant through e-mail registered with e-tender portal by District Manager concerned before proceeds to financial bid.
- ii. Tenderer has the right to file appeal before Managing Director, Confed within 3 days from the receipt of rejection of bid from Confed.
- iii. The appeal of tenderer will be decided within 10 working days from the date of receipt of appeal and decision of Managing Director will be final and binding on tenderer.
- iv. Out of district transportation work is allotted to a single tenderer and L-1 tenderer for out of district transportation work will be declared on the basis of sum of rates offered for out of district transportation work in different slabs.
- v. Within district, out of district transportation work and transportation work for delivery of wheat up-to flour mill can be allotted to different L-1 tenderers.
- vi. Negotiation with tenderer will be made by the DLTC as per instructions no. 2/2/2010-4-IB-II dated 16<sup>th</sup> June 2014.
- vii. In case the transportation rates of two tenderers, with in district and flour mill delivery are same, then both the tenderers will be ask to submit their sealed rates before Committee and as per sealed envelopes rates, L-1 tenderer will be declared. In case, a tenderer refused to submit the sealed rates, his bid will be rejected.
- viii. In case, a tenderer is found L-1 in more than one district, he will submit separate agreements of vehicles before every District Manager Confed at the time of execution of agreement.

**14. Acceptance of tenders:** - District level transport Committee for and on behalf of the Confed reserves the right to reject any or all tenders without assigning any reason and to accept the tender. District Manager Confed will place last three years rates before the Committee as well as of adjoining District so that before final recommendation, Committee may also look into these rates. Final recommendation of transportation rates shall be given by the Deputy Commissioner on the report of District level transport Committee. After final acceptance of tender by the Committee, no request for further increase of rate shall be entertained. The successful tenderer will be advised of the acceptance of his tender by a letter or formal Acceptance of Tender by District Manager, Confed District office concerned after the receipt of approval of Managing Director Confed.

In case the lowest tenderers fails to deposit the security, to execute agreement within 10 days of the issue of the acceptance letter and to refuse to do the transportation work allotted to him by District Manager, Confed District office concerned, the earnest money/security deposit shall be forfeited without any further notice and District level transport Committee shall consider to award the contact to the next lowest party. In case the second or third party also does not undertake the work then District level transport Committee shall consider inviting fresh tenders.

No definite volume of work to be performed can be granted during the currency of the contract. The tenderers must furnish full precise and accurate details in respect of information asked for in the tender form.

**In case the transportation rates of any district/sub division will be on higher side, it will be on the sole discretion of Managing Director, Confed to get the transportation work of that particular district/sub division from the authorize transport contractor (on his written consent) of adjoining district/sub division on the transportation rates already allowed to him.**

**15. Performance Guarantee:** - L-1 tenderer should furnished a Performance Guarantee/Bond on stamp paper of Rs. 100/- duly attested by Notary Public inter-alia mentioned to complete the order undertaken as per terms and conditions/ specifications of the e-tender.





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**16. Delivery Schedule:** - The contractor has to deliver the wheat up-to FPS and Flour Mill on or before each 30<sup>th</sup> or 31<sup>st</sup> of preceding month against the allocation for the month failing which penalty of Rs. 30,000/- (Rupees Thirty Thousand only) on account of storage charges and interest etc. will be recovered from contractor against every extension of each Release Order of Wheat. If the contractor has also failed to deliver the food-grains (Wheat) within the extension period, Confed reserve the rights to recover the cost of undelivered food-grains from the contractor. Besides this the security amount of contractor will be forfeited and firm may also be blacklisted.

The other goods and commodities under PDS has also to be delivered to FPS as per prescribed time schedule fixed by Govt. or guidelines issued by Confed/Food HQ.

**17. Transit Risk and Insurance:** - The contractor/L-1 tenderer is bound to send the goods or commodities at the prescribed delivery center i.e. FPS, School, Anganwari, Flour Mill etc. at his own risk and cost. The transportation cost and the transits risk are to be borne by contractor. The contractor should also ensure that the stock sent at designated centre is insured from all types of transit risks. The copy of the insurance document to be submitted with District Manager, Confed District Office, concerned.

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

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

**The stock receipt generated through PoS machine will be send by the contractor to District Manager, Confed District Office, concerned on daily basis through e-mail or whatsapp. The contractor will submit/enter the required information through the “mobile app” created by Confed regarding dispatch and disposal of commodities.**

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

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

**22. Period of Contract:** - The contract shall remain enforce for the period of 01.04.2024 to 31.03.2025 which can be extended for further one more year i.e. up-to 31.03.2026 as may be decided by Managing Director, Confed on last approved rates.

- i) District Level Transport Committee is at its sole discretion in exigency and emergency, can extend the period of contract further beyond the original contract period to be recommended by DLTC and decided by MD Confed. The contractor has to work accordingly.
- ii) To terminate the contract at any time during its currency, in case of any default/violation of terms and condition of transportation tender, DLTC without assigning any reason to the



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contractors at their last known place of residence/business. The contractors shall not be entitled to any compensation by reason of such termination. The notice for termination of the contract and to forfeit cash security shall be given to the contractors along-with blacklisting of firm in writing by District Manager, Confed District office concerned.

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

**23. CONDUCT AND PERFORMANCE MONITORING**

CONFED shall designate one of its officer/official as nodal officer as single point contract for coordinating the assignment.

**24. Summary Termination: -**

- a) In the event of the contractor having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, DM Confed with the prior approval of Deputy Commissioner shall be at liberty to terminate the contract without prejudice or any other rights or remedies under the contract and to get the work done for the un-expired period of contract at the risk and cost of the contractors and to claim from the contractors entire loss sustained or costs incurred. In case any FIR is lodged against the contractor on account of diversion or misappropriation of food-grains or mishandling or wrong transportation to the Fair Price Shops, Schools, Anganwari centres, LPG consumers in the State of Haryana. District Manager, Confed immediately referred the matter to Confed HQ and Managing Director, Confed will take decision regarding transportation work and can terminate the contract and to forfeit the security money along-with blacklisting of firm. Other action for recovery shall also be taken.
- b) Confed shall also have, without prejudice to other rights remedies the right, in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and or forfeit the security deposit along-with blacklisting of firm for the sum of sums due for any damages, losses charges, expenses or costs that may be suffered or incurred by the Confed due to contractors negligence or any workman like performance of any of the services under the contract.
- c) The contractor shall be responsible to supply adequate and sufficient labour, scales/trucks/carts/any other transport vehicle for loading, unloading, transport and carrying out any other services under the contract in accordance with the instructions issued by the District Manager Confed concerned or any officer acting on his behalf. If the contractors fails to supply the requisite number of labour/scales and trucks/carts, Confed shall at his entire discretion without terminating the contract be at liberty to engage other labour, scales, trucks, carts etc at the risk and cost of contractors, who shall be liable to make the loss good to Confed. All additional charges, expenses, cost or losses that the Confed may incur or suffer, thereby will be borne by defaulting contractor. The contractor shall not however, be entitled to any gain resulting from instrument of the work of another party. The decision of Confed shall be final and binding on the contractor.
- d) If contractor undertakes transportation any vehicle not permitted under motor vehicle act for transportation of food-grains work etc. Confed is competent to terminate the contract or forfeit the security money along-with blacklisting of firm. Other action for recovery shall also be taken.

**25. Liability of contractors for losses etc. suffered by CONFED**

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



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- Confed District office concerned in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.
- b) The contractors shall always be bound to act with reasonable diligence and in businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
  - c) The contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from loading point until they have been unloaded from their trucks at doorstep of fair price shops and Anganwari centres, focal points/wholesale points godown/doorsteps of consumers in case of LPG so as to avoid any loss. Contractor shall be liable to make good the value of any loss, shortages or damage during transit. District Manager, Confed District office concerned will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the contractors for such loss and the amount to be recovered from them. The decision of the District Manager, Confed District office concerned in this regard shall be final and binding on the contractors.
  - d) The contractors shall provide sufficient number of tarpaulins for each truck/any other transport vehicle to cover the bags of food-grains etc. and shall be responsible, if the food-grains etc. are damaged by rain or any other any other way due to the contractors failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager, Confed District office concerned in this matter shall be final and binding on the contractors. The contractors shall be liable for any loss which Confed may suffer due to the negligence of the contractor.
  - e) The contractor shall strictly abide by all rules and regulations of Transport/Police/Municipal Authorities/District Administration and other Govt. regulations.
  - f) The contractor will have to execute all the work to the full satisfaction of District Manager, Confed District office and obey directions for proper execution contract or for speedy and careful handling.
  - g) The successful tenderer/contractor is bound to lift and transport the food-grains and LPG cylinder on day to day basis within specified period as per direction of District Manager, Confed District office concerned. In case he fails to do so and food-grains, LPG cylinders are lifted by engaging any other mode, the extra expenditure payable by Confed District office shall be recovered from defaulting contractor. Since the transportation of food-grains under TPDS, SNP scheme and other welfare scheme are highly subsidized therefore time bound transportation is to be ensured by the contractors.
  - h) The person/firm having sufficient fleet of vehicles in their own name i.e. at least ownership of three trucks and an agreement to arrange vehicles to carry on the business of transportation can only participate in the tender. He will submit photo copy of RC of at least three trucks in original for verification of vehicles owned by contractor. DM Confed shall be at liberty to check the authenticity of vehicles owned by contractor.
  - i) In the coming days Govt. may install GPRS system in the vehicles. The contractor should give the copy of RC of such vehicles on which GPRS system may be installed. He will be responsible to ensure that GPRS system remained in working failing which penalty will be imposed as per terms and conditions of the agreement.
  - j) Electronic weighing machine shall also be provided by the contractor in the vehicles during supply of food-grains.
  - k) Contractor should provide adequate number of vehicles to DM Confed concerned or any other officer on his behalf from time to time for regular supplies. The contractor will lift food-grains/LPG cylinder/Sugar after verifying of quality and weight of commodity and will be responsible for delivery of quality commodities in correct weight.
  - l) In case the contractor fails to provide the adequate number of vehicles to the DM at any given time for transportation of food-grains/LPG cylinders the District Manager, Confed District office concerned shall be competent to hire and arrange transportation from other sources at the entire risk and cost of the transport contractor by giving a prior notice to the contractors being time bound programme to ensure supplies of food-grains and LPG cylinders by District Manager, Confed District office concerned.
  - m) In case any dispute arises in respect of interpretation of any clause of the agreement, the same can be resolved by mutual discussion between the contractor and Confed. If dispute between contractor and DM Confed still persist and not resolved the matter will be referred to Managing Director Confed whose decision shall be final conclusive and binding on both the



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parties and shall not be called into question. Similarly for the recovery of amount of losses caused to the Federation by the contractor due to misappropriation or diversion of food-grains, LPG cylinders (filled or empty) by him, the matter shall be referred to Managing Director Confed for arbitration proceedings. Managing Director Confed can hear arbitration case himself or can appoint any officer of Confed or other Govt./Semi Govt. Department as an arbitrator to hear the such reference and decision of the arbitrator shall be final and binding on both the parties to the contract. Matter to the arbitrator can be referred by Confed within 3 years from the date of cause of action.

- n) The transport contractor shall ensure that the stocks which are lifted from FCI godowns/godowns of State procuring agencies/sugar mills etc., godown of LPG cylinders are transported and delivered at the doorstep of fair price shops various Anganwari centres in the District, focal point and at the doorstep of the LPG consumers both in the Urban and Rural Areas within reasonable period to the satisfaction of District Manager, Confed District office concerned. The contractor shall be responsible to supply food-grains at the doorstep of fair price shops. Confed focal point and LPG cylinder to registered consumers of gas agency of Confed. In case of any deviation of above stocks Confed shall take criminal action against the contractor. Besides recovery the cost of such material at market rates/FCI rate, which is higher along-with interest. He shall be responsible for deviation if any made by him or his employee. District Manager, Confed concerned shall initiate criminal, Civil and other proceeding to recover the cost of food-grains at market rate and LPG cylinder at market rate. Besides this FIR shall also be lodged. If any criminal proceedings are started against the contractor or the police arrest the contractor, Managing Director, Confed shall be competent to terminate the contract and forfeit his security. The transportation work for the remaining period shall be got done from other sources on the risk and cost of defaulting contractor without giving any notice to him.
- o) State Govt. instructions issued from time to time either by Managing Director Confed, Director Food & Supplies Haryana or District Food & Supplies Controller/District Manager, Confed District office concerned District with reference to lifting and transportation of food-grains and LPG cylinder shall also be applicable apart from specific terms agreed by the parties.
- p) District Manager must ensure the preparation of release order for lifting of food-grains on the same day of allocation or by next working day positively. If the transport contractor failed to lift the stock with-in the validity period of release order or extension, if any, allowed by Govt., transport Contractor will be penalized on the basis instructions issued by Govt. of India under NFSA 2013 Chapter III 8. i.e. **"In case of non-supply of the entitled quantities of food-grains or meals to entitled persons under Chapter II, such persons shall be entitled to receive such food security allowance from the concerned State Government to be paid to each person, within such time and manner as may be prescribed by the Central Government"** Accordingly amount of security allowance, if any required to be payable to the entitled persons by the Govt./Confed shall be recovered from the transporter on the basis of recommendation of DLTC.

### 26. Payment

- a) Contractor has to submit the online stock receipt generated through PoS machine or report of epds portal against each delivery to FPS along-with bills to District Manager, District office concerned not later than 10<sup>th</sup> of next month duly supported and verified by concerned officers/officials of Confed or an officer acting on his behalf as the case maybe.
- b) The contractors should submit all their bills not later than 5<sup>th</sup> of next month, failing which Confed will not be responsible for any delay in payment.
- c) Payment to the contractors shall be made by District Manager, Confed District office concerned at the rates approved by Managing Director Confed on the recommendation of the Committee.
- d) Before making any payment to transport contractor against transportation bill, District Manager, Confed concerned must ensure that all PDS commodities should be reconciled with the stock received by FPS through PoS machine and stock received from FCI/Agency Godown. District Manager, Confed should also ensure that no truck chit should be pending in RO status of ePDS portal. Before making payment to contractor, a certificate from concerned Food & Supplies Official that all quantity of essential commodities supplied by the concerned transporter are received in PoS machine.





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**27. Laws governing the contract/Arbitration**

The contract will be governed by the Laws of India for the time being in force. In case of any dispute/ recoveries, not resolved /recovered at District level matter will be referred to Managing Director Confed whose decision shall be final and binding.

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



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Appendix -I

To

District Manager,  
Confed District office

1. I/We hereby submit tender for appointment as loading, unloading, handling and transport etc. contractors for lifting, transporting and delivering the goods and commodities under PDS, other welfare schemes, if any to be undertaken by Confed from the godowns of FCI/State Procuring Agencies of the State at the doorstep of Fair Price Shops situated in the Sub Divisional level of district i.e. \_\_\_\_\_ at the rates quoted below for the period 01.04.2024 to 31.03.2025.
2. Lifting and transportation of levy sugar from sugar Mill situated in concerned District and further its transportation to Confed Focal points/wholesale points in the State located at Sub Divisional level in the State of Haryana.
3. I/We have thoroughly examined and understood terms and conditions and instructions to the tender given in the tender form and I/We agree to abide by them and accept them in toto. I/we offer the following rates:

Sr. No.	Description	Rates
Group "A"	Transportation rates (in Rs.) from the godowns/Flour Mills/Sugar Mill situated within District up-to Fair Price Shops in Sub Division falling in the District	
	Transportation rates (in Rs. per Qtls per KM) from the godown/Flour Mills situated outside the district up-to Fair Price Shops in Sub Division falling in District	
	Distance in KM between Confed Focal Point & Agency Godown/Flour Mill	Rate per Qtls per KM
	1 KM to 50 KM (Rate allowed for 50 KM minimum)	Transportation expenses for minimum 50 KM will be applicable.
	1 KM to 70 KM (Rate calculated on per KM)	Rate to be calculated on per Qtls per KM basis for travelling total KMs as per rates offered by contractor/tenderer for different distances.
	1 KM to 100 KM (Rate calculated on per KM)	
	1 KM to 150 KM (Rate calculated on per KM)	
	1 KM to 200 KM (Rate calculated on per KM)	
	1 KM to 250 KM (Rate calculated on per KM)	
	1 KM to 300 KM (Rate calculated on per KM)	
	Transportation rates (in Rs.) for delivery of wheat from FCI/Agency godown situated within district or outside the district up to flour mill situated within district (empanelled by Hafed)	
Group "B"	Transportation rates (in Rs.) from the godown situated within district up-to Schools/Anganwari centres of sub division falling inside the district	
	Transportation rates (in Rs.) from the godown situated outside district up-to Schools/Anganwari centres of sub division falling inside the district	
	Transportation rates (in Rs.) for delivery of wheat from FCI/Agency godown situated within district or outside the district up to flour mill situated within district (empanelled by Hafed)	
Group "C"	Transportation rates of home delivery of LPG cylinders to the residence of registered consumers:-	
	In urban Area In Rural Area	

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

4. In the event of my/our tender being accepted. I/We agree to further deposit of cash security as given in terms and condition.
5. I/We do hereby declare that the entries made in the tender are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri \_\_\_\_\_ whose signature is appended here to in the space specified for the purpose.
6. I We/ hereby declare that I/We have our own vehicles and have an agreement to arrange vehicle to carry on the business of the transportation, the details of vehicles proposed to be used for transportation of stocks is given below :-



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

7. The particulars of my/our bankers are as under :-  
Name of Bank:  
Address:  
Telephone /Mobile No.:  
Type of Account:  
Account No.:
8. My/our income Tax PAN No. is \_\_\_\_\_  
TAN No. is \_\_\_\_\_
9. I/We hereby declare that
- I/We/our firm/company is never blacklisted by Confed/FCI/Govt./any other public Sector organization/any other client
  - Our contract was never terminated before expiry of contract or security/earnest money forfeited by Confed/FCI/Govt./any other public sector organization/any other client
  - Any proprietor/partner/Directors as applicable has never been prosecuted by any judicial court for any criminal breach of trust.
  - In case of partnership firm all the partner along-with partnership deed be agreed to enter into contract in the name of their firm.
  - That I/We shall not sublet the transportation contract to any other person/firm.
  - That I/We shall be doing business in the district and having ownership of three vehicles.
10. The following documents are enclosed with this tender duly filled in and signed
- - 
  - 
  - 
  -
11. I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false. CONFED shall have the right to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with Confed or any other agency without giving any notice. I/ We shall be bound by the any of my/our duly constituted attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose.

Yours faithfully,

Signature of tenderer  
(Capacity in which signing)  
Name  
Address:  
Mobile No.:  
E-mail id:  
Date:

Signature of constituted attorney  
Name date of birth  
Address of attorney  
Signature of witness with date  
Name and address of witness



**The Haryana State Federation of Consumers'  
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**Annexure-I**

**(To be given on company Letter Head)**

Date: \_\_\_\_\_

To,

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

**Subject: Acceptance of terms & conditions of tender.**

Tender Reference No. \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned Tender/work from the website (s) namely;  
\_\_\_\_\_  
\_\_\_\_\_
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page no. 1 to 19 (including all documents like annexure(s), schedule(s), etc) and I/We shall abide hereby by the all terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.
5. In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposited absolutely.
6. I/We hereby certify that I/We and my/our family members is/are neither owner nor nominee of any Fair Price Shops in the State of Haryana.
7. I/We hereby certified that after allotment of transportation work to my firm, if GPS enabled vehicle is required by District Manager, Confed, same will be provided by my firm.

Yours faithfully,

(Signature of the bidder with seal)