

C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Vellore-632001

Ph. No. 9442504585

1. Name & Address of the Tenderer :

2. Telephone No. :

3. Fax No. :

4. Status of Tenderer proprietor/ partnership/
company etc., :

5. Firm Registration Certificate to be enclosed :

6. Name of Proprietor/Partners/Directors with
full address and Telephone No. (Attach
copies of Partnership Deed/Memorandum
and Articles of Association, Bylaws as
applicable) : Yes / No

7. Certificate of experience in particular field : Yes / No
enclosed

8. Name & Address of the Tenderer's bank :
and Branch

9. Name under which
a) Assessed for Income Tax :
b) PAN No. :

Signature of Tenderer.

10. Details of Owned/Hired Lorries: (Xerox copies of RC Books to be enclosed) original should be produced for verification. (Agreement copy with owner of the Hired lorries to be enclosed and original to be produced for verification)

Sl. No.	Regn. No.	Make	Capacity (in Mts)	Owner's Name
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

I/We hereby declare that

- i) the lorries shown in this tender either owned/hired are not debarred earlier by TNCSC corporation/any Cooperative Society for seized by the enforcement authorities etc., I understand that if such adverse occurrence is suppressed by me and brought to notice at a later date the contract is liable for termination.
- ii) the particulars furnished above are true and correct to the best of my/our knowledge and agree to the terms and conditions of this tender.
- iii) I/We understand that in case of any false information furnished, the tenderer will be disqualified in the tender.
- iv) I/We accept all the terms and conditions contained in this tender.

Date :

Address :

(SIGNATURE WITH SEAL)

Contact Person:

Phone No. :

Mobile No. :

C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd, Vellore-632001

Ph. No. 9442504585

NOTICE INVITING TENDER

for

Awarding Transport contract for lifting of essential and Special Public Distribution System commodities from TNCSC Arakkonam Godowns to Public Distribution System shops. linked to Arakkonam Godowns and run by various Coop Institutions.

other than FCI Depots to field points of the TNCSC Limited
(for the period from 28-07-22 TO 27-07-23)

	Date	Time
LAST DATE FOR SALE OF TENDER FORM in C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd	25-07-22	5.00PM
Closure of tender Box @ The Vellore District Consumer Cooperative Wholesale Stores Ltd, Vellore	25-07-22	5.00PM
Opening of Tender Box at The Vellore District Consumer Cooperative Wholesale Stores Ltd, Vellore	27-07-22	11.00AM

Note:

1. THE TENDER RECEIVED AFTER THE ABOVE DATE AND TIME EITHER BY HAND OR POST WILL NOT BE ACCEPTED. C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd IS NOT RESPONSIBLE FOR ANY TRANSIT LOSS OR POSTAL DELAY.

ISSUED TO

.....

Managing Director/ C1435 The Vellore District Consumer Cooperative
Wholesale Stores Ltd., Ltd, Vellore-632001

Signature of Tenderer.

Check list for qualification bid (Part _I cover)

Name of the Tenderer and Address

Sl. No.	Details	Indicate Yes or No.	Page number in which documents are available
1.	Whether the tender document is in the form prescribed by the C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd		
2.	Whether DD in favour of The Vellore District Consumer Cooperative Whloesale Stores Ltd., Vellore for the requisite EMD of Rs. 25,000 /- enclosed		
3.	Whether the Xerox copies of the RC Books for owning minimum 5 lorries in the Tenderer's name enclosed		
4.	Whether registered lease deed for having taken possession of minimum 5 lorries in the name of the Tenderer enclosed.		
5.	Whether the turnover statement duly signed by the Chartered Accountant enclosed. (Average annual turnover of Rs. 10.00 lakhs per annum for preceding 3 years)		
6.	Whether Xerox copy of the Income Tax PAN card in the name of the Tenderer		
7.	Whether Xerox copy of the firm registration certificate enclosed.		
8.	Whether self certificate to the effect that the Tenderer has not been black listed either by the Govt (or) by the TNCSC or by the Cooperative Institution or by any other institution enclosed. (Annexure-V)		
9.	Whether the experience certificate in similar type of work obtained from the State/Central Government/Public limited companies enclosed.		
10.	Whether the satisfactory certificate obtained from the concerned S.R.M/R.M/Cooperative Society enclosed		
11.	Whether the certificate obtained from the S.R.M/R.M that the Tenderer is not a Hulling Agent of this Corporation enclosed. (Annexure_ VI)		
12.	Whether authorization letter in the case of representative of the Tenderer enclosed.		

Signature of Tenderer.

TENDER FOR TRANSPORT OF ESSENTIAL COMMODITIES 2021 – 2022
INSTRUCTIONS TO BIDDERS – TERMS AND CONDITIONS

1.0 ISSUE/CLOSING DATE AND TIME

Tender forms will be issued during Office Hours from the date of Publication of Notice-and upto 17.00 hrs on _____. The Cost of Tender form is Rs. 500+GST 18%. The Tender forms can be obtained on payment of Cash or by production of DD drawn on and Vellore District central Co-op Bank in favour C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd of payable at Vellore-632001. It can be downloaded from the website In case the Tender form is obtained in online mode Cost of Tender form in the form of DD should be enclosed along with the tender form otherwise the tender form will not be taken for consideration.

1.1 The Tender will be received upto 17.00 Hrs on _____. The Tenders should be deposited in the tender box kept in the Office of the Managing Director of District consumer Coop stores Ltd Vellore

2.0 APPLICATION

2.1 IT SHOULD BE SUBMITTED IN TWO SEPARATE SEALED COVERS

2.2 First Envelope (**Marked 'A' Qualification bid**) should contain General Terms and Conditions (**Annexure-I**) duly signed by the tenders and a Crossed Demand Draft for the Rs.1,00,000 towards Earnest Money Deposit favoring C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd drawn on Vellore District Central Co-op Bank payable at Vellore-632001, Tenders not containing EMD in the prescribed manner shall be summarily rejected.

2.3 Each page of Annexure-I should be signed and official seal should be affixed by the Tenderer.

2.4 The details about **PRE-QUALIFICATION OF TENDERER** (Annexure II form enclosed) to undertake the Tender and declaration in **Annexure-III** should also be duly signed by the tenders and enclosed.

2.5 a) Second Envelope (**Marked 'B' price bid**) should contain price bid as per Performa given in **Annexure-IV** duly filled in and signed by the Tenderer in each and every page and official seal should be affixed.

b) A covering letter in the form (**Model enclosed**) should also be sent.

Note: The second cover (Marked 'B') will be opened only if the Tenderer is found fit as per the details furnished by the tender in the first cover (Marked A) to execute the Tender.

2.6 The above two envelopes must be clearly super- scribed with the following:-
 (Separate form should be submitted for each point)

Tender for Transport of Essential Commodities, 20

Name & Address of the Tenderer.....

Name of the Point –TNCSC Arakkonam Godown-----

2.7.1 The two separate envelopes shall be put in one envelope super scribing thereon **“Appointment of Road Transporter for movement of Essential Commodities”** Tenders received without the documents specified in this clause shall be out rightly rejected and the price bid of such Tenderers shall not be taken for consideration. No correspondence shall be entertained by –the tender committee or by the vellore District Consumer Cooperative Wholesale STORES Ltd., from such Tenderers in this matter and EMD of such Tenderers shall be returned in due course of time. Tenderers should therefore ensure that conditions stipulated are duly complied with.

3.0 CHANGE IN SCHEDULE:

The tender committee reserves the right to change the date, time and venue for submission and opening of Tenders The Vellore District Consumer Cooperative Wholesale Stores Ltd., will intimate all the parties such change along with the revised opening date and time thereof.

4.0 ACCEPTANCE/REJECTION OF TENDER:

The tender committee reserves the right to reject at its sole and absolute discretion whole or part of any tender without assigning any reasons thereof. The award of contract for Road Transportation work shall be at The tender committee’s sole and absolute discretion and shall not disputable/ challengeable.

5.0 AWARD OF WORK:

The tender committee shall have the right to place the order/award the work to one or more agencies at its sole discretion.

5.1 The Tenders shall be deemed to have been accepted by The tender committee upon issue by of a work order/contract. Such acceptance of Tender offer shall be deemed to have been made upon putting thereof in mail or upon delivery thereof to courier.

6.0 VALIDITY OF TENDER:

The initial period of validity of the accepted Tender shall be for 90 (ninety) days. No bidder shall be allowed to withdraw, revoke, revise/alter his price bid after opening of the bids. In case any bidder withdraws, revokes, revises, alters his bid, within the period of 90 days, the same shall be rejected and their EMD would be forfeited even though the bid is confirmed to the lowest.

- 6.1 By making his Tender offer, the Tenderer shall be deemed to have unconditionally and irrevocably agreed that any negotiations or discussions with tender committee relating to his tender offer viz the rates for carrying out road transportation work shall be without prejudice to the validity of the offer including the said 90 (Ninety) days period for acceptance thereof and such negotiations or discussions with tender committee shall not in any way or manner be construed or interpreted as affecting the validity of the Tender offer.

7.0 EARNEST MONEY DEPOSIT:

All Tenders must be accompanied by Earnest Money Deposit of **Rs.25,000/- (Rupees Twenty Five Thousand only)** through a crossed Demand Draft in favour C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., drawn on Vellore District Central Co-op Bank payable at **Vellore-632001** . EMD in any other form shall not be accepted. Tenders submitted without the Earnest Money Deposit will be summarily rejected.

- 7.1 No interest will be paid on the amount of Earnest Money Deposit. Earnest Money deposited by the unsuccessful bidder(s) shall be returned after one month of the finalization of the Tender.
- 7.2 Earnest Money-Deposited by the successful bidder(s) will be converted into Security Deposit and balance amount of security deposit, shall be paid within 7 days from the date of receipt of work order by the bidder, by way of crossed Demand Draft in the manner prescribed above.
- 7.3 Earnest Money Deposit shall be forfeited at the sole discretion of The tender committee, in case, the Tenderer, after submission of his bid, either increases his original offered rates or withdraws the offer or fails to carry out transportation work by The tender committee , Vellore to him, wholly (or in part) or after intimation by the vellore District Consumer Cooperative Wholesale STORES ltd of the acceptance of his Tender, fails to enter into a contract agreement in the prescribed format with - the vellore District Consumer Cooperative Wholesale STORES ltd within a period of 7 days of receipt of such information.

8.0 MINIMUM BID QUANTITY:

The Managing Director vellore District Consumer Cooperative Wholesale Stores ltd , Vellore reserves the right to place a work order for transportation of Essential Commodities for a quantity less than the quantity indicated in the Tender Document at its sole and absolute discretion and the Transporter is not entitled for any compensation in such event.

9.0 UNCONDITIONAL ACCEPTANCE OF TENDER TERMS:

Tenderers are requested to go through the Terms and conditions of this tender thoroughly along with the General Terms and Conditions. Tender containing deviations to the terms and conditions of this “Notice inviting Tender” may not be accepted.

10.0 SUBMISSION OF PRICE BIDS:

All amounts should be indicated by the Tenderers both in words and in figures. In the event of any difference between prices quoted in figures and words, the lower amount quoted shall be considered for evaluation of bid.

11.0 EVALUATION BASIS:

The price bids submitted by the bidders against this Tender would be evaluated on overall basis for all destinations and distance slabs given in the price bid and the lowest bidder would, therefore, be arrived at on overall “L1” basis ie. price quoted for all destinations.

12.0 REVISION OF PRICES:

The price bids shall be opened and read out in the date and time specified for the purpose in the presence of the Tenderers or their authorized representatives who wish to be present at the opening date and time of the Tender. No opportunity whatsoever shall be given to the Tenderers for revising the original price bids after dropping in the Tender box. However The tender committee reserves its right for negotiations, with the lowest bidder.

13.0 SUB CONTRACT:

The Tenderer will not be permitted to assign or give any subcontract of the work awarded to him for any reason whatsoever without prior permission of The Managing Director of C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.

14.0 JURISDICTION OF COURT:

The contract would be deemed to have been entered into at vellore and therefore, would be under jurisdiction of competent court at Vellore thirupathur and Ranipet Districts only.

15.0 DISPUTE:

In case of any dispute, The Managing Director of Co-op Societies Vellore C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd decision will be final and binding on the Tenderers.

16.0 AWARD OF CONTRACT:

The tender committee , Vellore reserves the right to divide or sub-divide the subject work between two or more Tenderers (**TRANSPORTERS**) as per -----
----- requirements and the quoted rates shall apply and remain valid even for such division of work, The tender committee decision on this will be final and binding and conclusive on all the TRANSPORTERS

16.1 Where more than one TRANSPORTER is engaged by The Managing Director of C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., lowest bidder shall be awarded not less than 60% of the quantity covered in the Tender and the remaining quantity to other Tenderers.

17.0 NO COMPENSATION FOR SUBMISSION OF TENDERS:

The Tenderer shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of their Tenders though The tender committee may withdraw Notice Inviting Tender (NIT) or reject any or all the Tenders without assigning, any reason thereof.

18.0 CLARIFICATIONS:

For any clarification regarding the Notice Inviting Tender, The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., or the person nominated by him for this purpose may be contacted during office hours but before 48 hours of the opening of the Tender. Phone No. **9442504585**

19.0 GENERAL TERMS AND CONDITIONS:

The Tenderer is also requested to go through the General Terms and Conditions before submission of the Tender.

**Chairman
Tender Committee**

ANNEXURE – II

Envelop – A

DETAILS ABOUT PRE-QUALIFICATION OF THE TENDERER:

Name of the work: Transport of Essential Commodities
various destination in

- I) Name and Address of the Tenderer :
- II) Address : a) Residence :
b) E.Mail Address :
c) Telegraphic Address :
- III) Telephone Nos :
a) Office :
b) Residence :
c) Cell No. :
d) Fax No. :
- IV) Other Details (Xerox copies to be enclosed) :
a) VAT No :
b) CST No :
c) TNGST No :
d) TIN No :
e) PAN No :
- V) Contact Person , with Phone No. :
- VI) Details of EMD remitted :
i. EMD amount : Rs.
ii. D.D.No. :
iii. Date :
iv. Bank :
- VII) Experience and past performance in the :
execution of similar contract
- VIII) Financial status :
- IX) No of Lorries owned :

Declaration

I Thiru _____ State that I have read the instructions to bidders and the
General terms and conditions of the contract and declare that I am capable of execution of the said work.

Certified that the particulars furnished above are true and correct.

The following are enclosed:

- 1) General Terms and Conditions (Annexure –I) 2) Affidavit (Annexure –III)
3) Certificate (Annexure – IV) 4) Rate offered (Annexure – V)

Date :

Place :

Signature of the Tenderer with date

ANNEXURE – I
GENERAL TERMS AND CONDITIONS

Envelop – A

1.0 SCOPE OF WORK

Tenders are invited for an annual rate contract by The tender committee, Vellore for transportation Essential Commodities (viz) Rice, Sugar, Wheat, Toor dhol Urd dhol, Palm oil, Rava, Atta etc from TNCSC godowns at Arakkonam and to various fair price shops of **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, and its member societies at various (for details please see Annexure IV) destination. The work consists of supplying roadworthy trucks to various destinations within Vellore Dt. Sufficient number of trucks is required to transport the Essential Commodities from civil supplies godown as per the instructions of -----in-charge of the Vellore District of consumer coop whole sale stores and TNCSC Godown----- . The prime contractual obligation on the part of the TRANSPORTERS engaged shall be to meet the requirement of ----- for fulfilling the dispatch of Tendered quantity of Essential Commodities on day-to-day basis.

2.0 DUE DATE FOR SUBMISSION

The Tender should be deposited in the Tender box kept in The office of the Vellore District of consumer coop whole sale stores Ltd on or before **25th July 2022** and the same will be opened in the presence of Tenderers or their authorized representatives who wish to be present at the C1435 the Vellore District of consumer coop whole sale stores Ltd.

If Tender submitted through Registered post or courier service is received in The Managing Director Vellore District of consumer coop whole sale stores Ltd Vellore office after due date and time, due to whatsoever reasons, will be considered as late bid and will not be considered.

3.0 EARNEST MONEY DEPOSIT

Please refer para **7.0 Instructions to Bidder – Terms and Conditions**

(Signature of the Tenderer)

4.0 SECURITY DEPOSIT

Successful Tenderer shall keep with C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., a Security Deposit of Rs. 1,00,000/- (Rupees One lakh only) within 7 days from the date of issue of Tender order, failing which EMD shall be forfeited.

- 4.1 No interest is payable on Security Deposit
- 4.2 The Security Deposit after effecting deduction if any will be refunded on successful completion of the contract and submission of all the duly acknowledged Delivery Challans for proof of delivery and No claim statement from TRANSPORTER and completion of Audit for the period.

5.0 FILLING AND SUBMISSION OF TENDERS

The Tender form shall be filled in by the Tenderes neatly and accurately. Any alteration, erasing or overwriting shall be neatly carried out and duly attested with the full signature of the Tenderer.

- 5.1 **The Tenderer should submit the Tender documents including the offer and this “General Terms and conditions” of the NIT intact without detaching any page or pages. The Tender documents including the schedule of rates (Annexure-IV) should be duly filled in completely and signed at each page by the Tenderer with his seal.**
- 5.2 Tenderer should quote the rates for the movement of goods for the distances in rupees as noted below including loading and unloading charges. The rate quoted should be both in figures and words. In case of any discrepancy, the least of them shall be considered as final .

1 to 13 Kms -----

13 Kms to upto 36 Kms -----

- 5.3 Tenderer may visit the various place of FPS (addresses can be ascertained from vellore District of consumer coop whole sale stores ltd office) at their own cost and satisfy themselves of the local conditions. Submission of Tender implies that the Tenderer has obtained all the clarifications required regarding nature of work. location of FPS, route surveys and difficulties that may be encountered during the progress of transportation contract. No claim on ground of want of information or knowledge in such respect will be entertained. No claim for extra charges consequent upon any misunderstanding or otherwise will be admissible.

(Signature of the Tenderer)

6.0 OPENING AND ACCEPTANCE OF TENDER

The tender committee reserves the right to accept or reject any or all the Tenders in full or in part without assigning any reason thereof. The tender committee also reserves the right to allot the work to one or more TRANSPORTERS as per its requirement. The decision of The tender committee in this regard will be final, binding and conclusive on all the Tenderers.

- 6.1 The rates quoted in Tender shall remain valid for acceptance for 90 days from the date of opening of the price bid. No Tenderer can withdraw his Tender or revoke the same within the said period or make changes thereto.
- 6.2 If a Tenderer withdraws or revokes the Tender or makes any revision within the period of 90 days, his Earnest Money Deposit will be forfeited. The tender committee decision in this regard shall be final, binding and conclusive on all the Tenderers. Further, the Tenderer will be put on to Holiday List” for such period as may deem fit.
- 6.3 Earnest Money deposit of the bidder shall be forfeited in case the Tenderer on receipt of work order refuses to accept the work (or) fails to start the job and/or does not comply with other contractual obligations. In addition the Tenderer may be debarred from further dealings with The Managing Director vellore District of consumer coop whole sale stores ltd Vellore for future Tender.
- 6.4 Tenderers should be prepared to come to Office of The Managing Director of the District of consumer coop whole sale stores ltd Vellore for discussion, if called for, with authorities at their own expenses without and obligation on the part of
- 6.5 The Tender bid will be opened in the presence of the Tenderers/authorized representatives who choose to be present on the specified date. Tenderers may depute their authorized representative who is authorized to take decision if required. Inn case any of the bidders are not present or represented by their representative who is unable to take decision, then the decision of Thetender committee , Vellore with regard to their bid will be final and binding on them. The authorized representatives will have to submit the written authorization letter issued by the Tenderer.

(Signature of the Tenderer)

7.0 PERIOD OF CONTRACT

The period of the contract shall be for 12 months from the date of acceptance with a provision for extension for a maximum period of 6 months or parts thereof on the same rates, terms and conditions at the sole discretion of The Managing Director of the consumer coop whole sale stores ltd .

8.0 FIRM RATES

No escalation, whatsoever, shall be admissible on rates during the currency of the contract including extended period, if any, and the quoted rates shall remain firm.

9.0 TERMS AND CONDITIONS

It is clearly and expressly understood that -----
neither guarantees for the number of Lorries required per day/per month during the contract period nor the loads on return trips.

9.1 Minimum 12 hours notice will be given to the TRANSPORTER for the supply of Lorries for loading on day to day basis. It shall be the responsibility of TRANSPORTER to keep readily available as many Lorries as may be required and to transport the goods entrusted to him in vehicles conforming to all the relevant Govt. regulations and licenses. In case of failure on the part of the TRANSPORTER to provide sufficient number of Lorries, then The Managing Director/ **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, shall be at liberty to obtain the necessary transport from any other source and impose penalty and recovery of extra cost, if any thereof from the TRANSPORTER.

9.2 Timely lifting of the commodities by the TRANSPORTER as per dispatch instructions given by / **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, and the TNCSC Godown superindent is the essence of the contract. - **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, will also depute one escort to the transport of essential commodities for each lorry. In case of failure of lifting of Essential Commodities as per dispatch instructions issued by **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, Ltd for the movement of material to the designated destinations, the contractor may be forced to move the material by an alternate mode of transport, and further handling of transport to meet its sales plan and obligation. When such an eventuality arises the difference between the cost incurred in transporting the material through alternate costly mode of transport, and secondary transportation and the cost that would have been incurred had the material been transported through the Transport Contractors would be recovered from the Transport Contractors from any payment / Security Deposit lying with **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, at the discretion of The Managing Director of / **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**,

(Signature of the Tenderer)

- 9.3 The TRANSPORTER shall take all diligent steps to ensure that the goods in transit are not damaged due to condition of weather. Adequate number of tarpaulins in good conditions shall be provided by the TRANSPORTER for each lorry to cover and protect the goods against weather conditions and mis handling of the goods during transit.
- 9.4 The TRANSPORTER shall hold the goods entrusted to him for transport as TRUSTEE and therefore shall be accountable to ----- Any loss caused due to any reason, whatsoever, shall be paid by the TRANSPORTER to C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., as per the provisions of Indian Contract Act or any other Law.
- 9.5 The TRANSPORTER shall, from the time the goods are loaded on to his lorry and till they are delivered at specific destinations to completely and solely responsible for the goods against diversion, damage, shortage, deterioration, loss, pilferages etc. occurring due to any reason whatsoever in transit No transshipment of material is permissible in transit except in case of accident/breakdown. They will be held responsible for the stocks found short and it should be made good as 2 times of purchase cost or at 2 times of the open market retail price of the concerned commodity and shall be recovered from the claim / Sec. Department or in any other manner.
- 9.6 The Managing Director, **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd.**, does not guarantee any minimum/maximum business to be done during the contract period.
- 9.7 The Managing Director, **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd** shall not supply any Petrol/Diesel, Lubricants etc. for the purpose of work.
- 9.8 Comprehensive insurance of at all times is to be guaranteed by the TRANSPORTER.
- 9.9 TRANSPORTER will use only those Lorries having even surfaces without nails or any other sharp edges. the Lorries, etc. are to be in good condition and TRANSPORTER should observe all traffic rules and regulations.
- 9.10. The TRANSPORTER should obtain invoices (3 copies) from the T.N.C.S.C. staff and transported the goods to various Fair Price Shops. The transporter should deliver the goods along with one copy of DC to Fair Price Shops staff after obtaining acknowledgement.
- 9.11 The TRANSPORTER shall not sublet, transfer or assign the contract or any part thereof to any other party without prior approval of The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd
- 9.12 ----- interpretation or decision in regard to all or any of the Terms and Conditions or any matter arising hereunder will be final and binding on the TRANSPORTER.

(Signature of the Tenderer)

10.0 MODE OF PAYMENT OF BILLS

Bills complete in all respect has to be sent by the TRANSPORTER in triplicate to “The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd along with acknowledged Delivery Challans for verification. Fortnightly payment will be made by Account Payee cheque or cash within 15 days of the receipt of certified bills by the transporter, after making deduction on account of statutory provisions like Income Tax, etc, if necessary and after effecting recoveries, if any, on account of contractual provisions, loss or damage of material and/or packing material, non – delivery of material etc.

- 10.1 Bills not accompanied with acknowledged Delivery Chalans will not be entertained for payment. However, in case of lost Delivery Chalans, request of TRANSPORTER accompanied with certificate for receipt of material intact by the concerned fair price shop salesman will be considered on merit basis only.

11.0 DEDUCTION TOWARDS NON-SUBMISSION OF ACKNOWLEDGED DELIVIERY CHALLANS:

In case, TRANSPORTERS fails to submit the acknowledged Delivery Challans within 45 days from the last day of the month of lifting of material, it will be presumed that the materials have not been delivered at the destinations and recovery for the material covered under those Delivery Challans shall be made asper the provisions of clause 12 (C)

- 11.1 In case the Delivery Challans are lost/misplaced, Duplicate Delivery Challans will be issued on chargeable basis (Rs.20- per delivery challan) on specific request from the TRANSPORTER in writing. Such duplicate Delivery Challans will be issued only after 30 days form the date of issue of original Delivery Challans.

11.0 PENALTY CLAUSE

Deduction shall be made from the bills submitted by the TRANSPORTER on account of following:-

- a) If the bags are delivered in torn, cut, hook used or damaged condition; the deductions shall be made as under:
 - i) If there is no loss of Essential commodities, the cost of bags @ Rs.100/- per bag will be deducted.
 - ii) If there is loss of Essential Commodities, from the torn/damaged bag, the deduction will be made for the short quantity at double the cost equivalent to the value of Essential Commodities along with Rs.100/- per torn/damaged bag towards the cost of damaged bags plus the freight for short delivered material.
- b) In case of Essential Commodities delivered in rain affected or in wet condition, the cost of full bag of Essential Commodities at double the cost equivalent to the value of Essential Commodities will be deducted for all such bags.

(Signature of the Tenderer)

- c) If proof of delivery is not submitted within 45 days from the last date of month of lifting of material then deduction will be made at double the cost equivalent to the value of Essential Commodities
- d) In case of non-delivery of Essential Commodities bags at double the cost of Essential Commodities will be deducted for all such non-delivered material.

13.0 SHORT LIFTING PENALTY/ FAILURE TO LIFT

Rates should be quoted in such a fashion that Transporter will not have any objection for transportation of Essential Commodities to any destinations to meet demand throughout the contact period, including extended period if any. In case of any shortfall in lifting/failure to lift the designated quantity stipulated as per clause 16.0 a penalty of Rs.10000/- per MT per day will be levied on such short lifted quantity/non-lifted quantity. The short fall will be evaluated on fortnightly basis.

14.0 PENALTY FOR DELAY

The material dispatched from the Tamilnadu civil supplies Godown should be delivered to the fair price shops within 3 hours of loading. ‘ The penalty of delay delivery shall be @ **Rs.500/-** per Lorry for every one hour of delay beyond the scheduled delivery. The penalty shall be calculated excluding the time taken for loading.

(Signature of the Tenderer)

15.0 The following procedure shall be adopted for obtaining the distances by the shortest route:-

(i) for the distance through the shortest route as certified by TT

Maps or PWD will be applicable.

(ii) If for any destination, certified distance could not be obtained from TT Maps or PWD/ the same shall be ascertained-by the Committee constituted by Vellore District Consumer Cooperative Wholesale Stores Ltd

(iii) In the case of diversion of Lorry, the shortest distance between original and diverted designation shall be obtained from TT Maps or through Committee constituted by Vellore District Consumer Cooperative Wholesale Stores 15.4 The transport charges are payable for the distance covered by loaded Lorry or on fixed destination basis, as the case may be, and not for distances on return from fair price shops to place of loading.

15.6 The rates as agreed upon would be all inclusive and would include all comprehensive insurance charge for the lorry and all Govt. charges such as road tax. taxes if any,, and no increase in rates would be permissible in the event of increase in such charges, whether statutory or not.

15.7 No extra items of work shall be done by the TRANSPORTER other than those provided in the Tender schedule attached or unless authorized to do so in writing by Vellore District Consumer Cooperative Wholesale Stores Ltd For any such items of work executed as per instructions of Vellore District Consumer Cooperative Wholesale Stores Ltd the rates shall be as mutually agreed upon and shall be derived from accepted rates.

15.8 No other charges other than rates quoted are payable by --- Vellore District Consumer Cooperative Wholesale Stores Ltd.,

(Signature of the Tenderer)

16.6 DAILY LORRY REQUIREMENT

The approximate number of lorry requirement per day are as follows:

_____	Godown	: lorries
_____	Godown	: lorries
_____	Godown	: lorries

The transporter shall be required to transport approximately thousand **tones** of bagged Essential Commodities per annum by road. ----- shall give the road transportation programme i.c. “Despatch instructions” for various destinations to the roads transporter. It will be the responsibility of the road transporter to transport the material as per the programme. For any shortfall in lifting, penalty will be levied as per Clause 13.0

- 16.1 In case the contract for transportation is awarded between 2 or more TRANSPORTERS the quantity to be lifted as per above clause will be divided on pro-rata basis ie. based on the quantity awarded to the bidders who are considered for award of contract TRANSPORTERS will not have any objection to this and the decision of The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd in this regard shall be final and binding on the TRANSPORTER. However waiver of penalty may be considered on account of **force majeure conditions** at the sole discretion of The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd as stipulated in clause 21.0
- 16.2 The above short lifting penalty to be assessed fortnightly shall not be applicable:-
1) if sufficient Despatch instructions (DIs) are not available.
ii) if sufficient Essential Commodities bags are not available due to any reason including shut down. strike which is not attributed to the Transporters.

17.0 DIVERSION

In case of unforeseen circumstances if the material is diverted to destination other than the original one mentioned in the DCs payment will be made in the first instant for the certified distance upto the original destination as per the provisions of the contract on production of acknowledged DCs confirming receipt of material at diverted destination and containing the endorsement of the original FPS/godown and certification from concerned Officials of The Co-op Society/Department.

- 17.1 Payment for the certified additional distances if any between the original and the diverted destinations will be made on the basis of distance obtained from TT Maps/committee on fulfillment of the following conditions:
i) Photo copies of the acknowledged Delivery challans containing endorsement by the FPS Official concerned confirming that material could not be unloaded and acknowledgement for receipt of goods by the FPS Official wherein the material was diverted.

(Signature of the Tenderer)

- iii) Certification by the concerned Official of The Co-op Society/Co-op Department confirming diversion of material for the particular Delivery Challan.
- iv) Payment for the certified additional distances will be made on the basis of rates applicable as per the slab corresponding to the distance from CSG to the diverted destination via the original destination.

18.0 NO ENHANCEMENT OF RATES

The rates quoted by the Tenderer shall not be liable for enhancement by reasons of increase in price of lubricating oils, tires, spare party or increase in wages or operational cost or any taxes or any reasons whatsoever.

19.0 QUANTITY VARIATION

Quantity shown in Notice Inviting Tender (NIT) documents is tentative and may substantially vary during the contract period as per the Marketing requirements. The C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd does not take any responsibility for variation in the quantity as compared to those shown in the NIT nor guarantees any minimum quantity for transportation. However, the operation of the transportation contract depends upon marketing conditions of -----

-----, The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd does not therefore undertake any guarantee/responsibility for quantity variation. TRANSPORTER shall not have any claim whatsoever in this regard against The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd

20.0 DIVISION OF CONTRACT

The tender committee reserve the right to divide or sub-divide the work between two or more TRANSPORTERS as per its requirements. TRANSPORTER will have no claim whatsoever, apart from the SOR because of sharing of work among many TRANSPORTERS. Where more than one TRANSPORTER is engaged by The Deputy Regr. of Co-op Societies, Vellore the lowest bidder shall be awarded 60% of MT quantity, and the balance quantity given to the other bidders.

21.0 FORCE MAJEURE CONDITIONS

a) If the TRANSPORT is delayed or if TRANSPORTER is impeded in the execution of the work the circumstances of force Majeure, together with the evidence relied upon should be furnished.

b. For the purpose of Article, Force Majeure shall mean and be limited to the following:-

- i) Any war or hostilities;
- ii) Any riot or civil commotion;
- iii) Any earth quake, flood, tempest, lighting or other natural physical disaster,
- iv) Any accident fire or explosion not caused by the negligence of the TRANSPORTER

(Signature of the Tenderer)

- v) Any low or order of Govt. Department or other authority, which delays or impedes the TRANSPORTER in the execution of the work, and
- vi) Any strike exceeding twenty four hours (24) in duration affecting the performance of the contractual obligations. This clause is applicable to strikes like nation-wide/state-wide strike by general TRANSPORT industry etc., but will not be applicable to strikes in the particular TRANSPORTER's Office/Establishment.

21.1. /The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd will examine the request of the TRANSPORTERS on merits of each case and take a decision about the existence of conditions impeding/delaying the transportation work. Decision as to the existence or non-existence of force majeure conditions by ----- shall be final and binding on the TRANSPORTERS.

22.0 INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY.

Should the TRANSPORTER's preparation for the commencement of work or any portion of it or his subsequent rate of progress be for any cause whatsoever, go slow in the opinion of The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd or any other designated authority (which shall be conclusive) that the TRANSPORTER, will be unable to complete the work or any portion thereof, as agreed upon or should he neglect to comply with any directions given to him by the The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., or in any respect, fail to perform the contract, due to insolvency of the TRANSPORTER, then The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., shall have power, to declare the contract to have come to an end, in which case, the TRANSPORTER shall be liable for payment of any expenses to The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., loss or damage which ----- may incur or sustain by reason of or –in connection- with the TRANSPORTER's default

22.1 The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., decision regarding the money payable shall be final and binding on the TRANSPORTER

23.0 ASSIGNMENT OR SUB-LETTING OF CONTRACT

The TRANSPORTER shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without prior consent in writing of ----- . However The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., shall be entitled to withhold the contract without assigning any reason. Any breach of this condition there of shall entitle ----- to take such steps as may be necessary and also terminate contract. Such termination shall also render the TRANSPORTER liable for payment to The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., in respect of any loss or damage arising on account of such cancellation.

(Signature of the Tenderer)

23.1 The permitted subletting of work by the TRANSPORTER shall not establish any contractual relationship between the sub-TRANSPORTER and ---- Vellore District Consumer Cooperative Wholesale Stores Ltd and shall not absolve the TRANSPORTER of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the TRANSPORTER shall reimburse Vellore District Consumer Cooperative Wholesale Stores Ltd., for the same by making payment through a Demand Draft.

24.0 CONTRACT TO COMPLY WITH ALL LAWS ETC., The TRANSPORTER shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, bylaws and orders of the local authorities and Statutory Bodies as may be in force from time to time. The TRANSPORTER shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc, as may be required By Law and obtain all requisite licenses and pay all fees, duties, taxes, charges etc. in connection therewith as may be believable on account of his operations involved under the contract. The TRANSPORTER shall make good at his own cost any damage to the property of The Vellore District Consumer Cooperative Wholesale Stores Ltd., or any other body, persons, local authorities etc. due to or arising from his operations involved under this contract and The Managing Director Vellore District Consumer Cooperative Wholesale Stores Ltd shall have the right to recover the cost of damage from dues payable or Security Deposit of the TRANSPORTER

25.0 ----- LIEN ON ALL MONEY DUE

The ---- Vellore District Consumer Cooperative Wholesale Stores Ltd shall have a lien on and overall or any money that may become due and payable to the TRANSPORTER under these present and/or also on and over the deposit or security amount or amounts made under the contract and which may become payable to the TRANSPORTER under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to Vellore District Consumer Cooperative Wholesale Stores Ltd by the TRANSPORTER either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between Vellore District Consumer Cooperative Wholesale Stores Ltd and the TRANSPORTER and further that the shall at all times be entitled to deduct the said debt or sum due by the TRANSPORTER from the moneys or Securities Deposit which may become payable to the TRANSPORTER.

26.0 ACCEPTANCE OF WORK ORDER

Acceptance of work order will be issued to the successful bidder. The TRANSPORTER will be required to commence the work of transportation of Essential Commodities within two days from the date of issue of Work Order.

26.1 The work order will be issued to the TRANSPORTER in triplicate and the TRANSPORTER will be required to return two copies duly signed with seal as a token of unconditional acceptance of all the terms and conditions of the Work Order.

(Signature of the Tenderer)

27.0 COMPENSATION FOR NON-COMMENCEMENT /DELAY IN THE COMPLETION OF WORK.

Time shall be essence of the contract and delay/failure on the part of the TRANSPORTER to start the work on the stipulated date or to lift the quantity of material shall entitle the ----- to following, in addition to recovery of agreed liquidated damages.

- a. Stop requisitioning from the TRANSPORTER for such period as deemed necessary by ----- and
- b. Get the work done through any other party at the risk and cost of the TRANSPORTER

28.0 INDEMNITY BOND

Without prejudice to any other provisions in these conditions, the TRANSPORTER shall be bound to keep ----- or any representative or employee of ----- fully indemnify against any action claim or proceedings under the provisions of any rules, regulations, by laws notifications, directions or order having the force of law for any thing done or omitted to be done by the TRANSPORTER in contravention of such provisions etc. for the infringement or violation thereof by him, in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the TRANSPORTER or such representative of ----- as the case may be adjudged to be liable to any penalties or to pay any compensation, such liability, the Transporter and if ----- has to take over the liability, shall deduct all amounts arising out of such liabilities from the Security. Deposit of TRANSPORTER or from any other amount due and payable by ----- to the TRANSPORTER under this contract or any other contract and without prejudice to any other legal remedy available to -----.

Indemnity. Bond should be submitted immediately on receipt of work order by the Transporter in Annexure-V.

29.0 THE MANAGING DIRECTOR, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd NOT RESPONSIBLE FOR TRANSPORTER'S EMPLOYEES.

The TRANSPORTER may employ such employees as he may think fit and the employees so employed shall be the employees of the TRANSPORTER for all purposes whatsoever and shall not be deemed to be in the employment or under the direct control of The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd for any purpose whatsoever. The TRANSPORTER shall abide by all Rules, Laws and Regulations that may be in force from time to time regarding the employment or condition of services of such employees.

(Signature of the Tenderer)

for the default or omission on the part of the TRANSPORTER, in abiding by the aforesaid Rules, Laws and Regulations or is held liable or responsible to the default or omission of the employees of the TRANSPORTER in respect of any matter whatsoever -----
-----shall be reimbursed by the TRANSPORTER for the, same and also any other expenses or costs incurred by, in any proceedings or litigation, as a result of any claim or act on the part of the employees of the TRANSPORTER, -----
-- Vellore District Consumer Cooperative Wholesale Stores Ltd -----
----- shall be entitled to claim damages or compensation from the TRANSPORTER for such event.

30.0 SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied by the -----
-----without reference to the actual loss or damage sustained and whether or not any such damage shall have been sustained.

31.1 INCONVENIENCE TO THE PUBLIC/ C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd

The TRANSPORTER shall not cause inconvenience to the public C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd authorized representative may require the TRANSPORTER to remove any material, which are considered by him to be danger or inconvenient to the C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd or cause these to be removed at the TRANSPORTER cost.

32.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.,

The rates specified in the tender should be inclusive all taxes, toll duties of any kind, fees, royalty or Naka commission in respect of the contract.

33.0 TRANSPORTER NOT TO ENGAGE UNSUITABLE EMPLOYEES

The TRANSPORTER shall on instructions of authorized representative of --- Vellore District Consumer Cooperative Wholesale Stores Ltd immediately dismiss, from the work any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in his opinion not a fit person to be retained on the work. Such person shall not be again employed or allowed on the work without the prior written permission from Vellore District Consumer Cooperative Wholesale Stores Ltd

(Signature of the Tenderer)

34.0 TERMINATION OF CONTRACT OWING TO DEFAULT OF TRANSPORTER

If the Transporter;-

- a. become bankrupt or insolvent; or
- b. make arrangement with or assignment in favour of creditors or agree to carry out the contract under a committee of inspection of his creditors; or
- c. being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) ;or
- d. assign the contract or any part thereof otherwise than provided in the transportation contract/NIT ;or
- e. abandon the contract ;or
- f. persistently disregard instructions or contravene any provision of the contract ;or
- g. fail to adhere to the agreed programme of work ;or
- h. promise, offer or give any bribe, commission gift or advantage whether himself or through his partner, agent to any officer or employee of or to any person on his or on their behalf in relation to the execution of this or any contract with then and in any of the said cases.

34.1 The Vellore District Consumer Cooperative Wholesale Stores Ltd may serve the TRANSPORTER with a Notice in writing to the effect and if the TRANSPORTER does not comply within seven (7) days after delivery of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of The Vellore District Consumer Cooperative Wholesale Stores Ltd., shall be entitled after giving 48 hours notice in writing to remove the TRANSPORTER from the whole or any portion or portions (as may be specified in such notice) of the work without thereby avoiding the contract or releasing the TRANSPORTER from any of his obligations or liabilities under the contract and adopt any or several of the following courses:-

ii) To rescind the contract of which rescission notice in writing to the TRANSPORTER under the hand of shall be conclusive evidence, in which case the security deposit of the TRANSPORTER shall stand forfeited to without prejudice to right to recover from the TRANSPORTER any amount by which the cost of completing the work by any other agency shall exceed the value of the contract.

ii) To carry out the work or any part thereof by the employment of the required labour and materials, the cost of which shall include supervision and all incidental charges and to debit the TRANSPORTER with which costs, the amount of which as certified shall be final and binding upon the TRANSPORTER and to credit the TRANSPORTER with the value of the work done as if the work had been carried out by the TRANSPORTER under the terms of the contract and the certificate of the work done in respect of the amount to be credited to the TRANSPORTER shall be final and binding upon the TRANSPORTER.

(Signature of the Tenderer)

- iii) To measure up the work executed by the TRANSPORTER. and to get the remaining work completed by another party at the risk and expense of the TRANSPORTER. in all respects, in which case, any expenses that may be incurred in excess of the sum which would have been paid to the TRANSPORTER. if the work had been carried out by him under the terms of the contract, the amount of which exceeds as certified by The Vellore District Consumer Cooperative Wholesale Stores Ltd., shall be final and binding upon the TRANSPORTER. shall be borne and paid by the TRANSPORTER. and may deducted from any money due to him by Vellore District Consumer Cooperative Wholesale Stores Ltd under the contract or otherwise or from his security deposit, provided always that in any case in which any of the power conferred upon shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such shall, notwithstanding be exercisable in the event, if any future case of default by the TRANSPORTER. for which his liability for past and future remains unaffected.

34.2 RIGHT OF THE MANAGING DIRECTOR C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF TRANSPORTER.

In the event of any or several of the courses, referred to in above clauses being adopted,

- i) The TRANSPORTER. shall have no claim of compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advance on account of or the performance of the contract and TRANSPORTER. shall not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless and until the competent authority shall have certified the performance of such work and the value payable in respect thereof and the TRANSPORTER. shall only be entitled to be paid the value so certified.
- ii) The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd shall not be liable to pay to the TRANSPORTER. any money on account of the contract until the expiration of the period of contract and thereafter all other expenses incurred by transporter have been ascertained and the amount thereof certified by -----

The TRANSPORTER. shall then be entitled to receive only such sum or sums (if any) as the competent authority may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the TRANSPORTER., then TRANSPORTER. shall, upon demand, pay⁶ the amount of such expenses and it shall be deemed a debt by the TRANSPORTER. to -----
and shall be recoverable accordingly.

(Signature of the Tenderer)

35.0 MATTERS FINALLY DETERMINED BY THE MANAGING DIRECTOR, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd

All disputes or differences of any kind whatever arising out of in connection with the contract, whether during the progress of the work or after the completion and whether before or after the determination of the contract shall be referred by the TRANSPORTER to ----- and ----- shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions on which is specially provided for by these conditions given and made by ----- or by authorized representative of the which matters are referred to, herein after as accepted matters shall be final conclusive and binding upon the TRANSPORTER. and shall not be set aside or be attempted to be set aside on account of any informality. omissions delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

36.0 ARBITRATION

Generally, in case of any dispute, the decision of /The Managing Director C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd shall be final and binding on the TRANSPORTER. However, if /The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd decision is not acceptable to TRANSPORTER, both The /The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd and TRANSPORTER. shall mutually resolve the dispute.

36.2 In case the dispute is not resolved as described above, the dispute shall be resolved through arbitration as described below:-

- a) If at any time, any question, dispute or difference, arise between /The Managing Director,C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd and the TRANSPORTER in connection with the contract, either party shall as soon as reasonably practicable give to the other a notice in writing of the existence of such dispute or difference specifying its nature and the point of issue and the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The award of such arbitration shall be final and binding on both the parties.
- b) Performance of the work shall be continued during the arbitration.
- c) The venue of all proceeding s of arbitration shall be Vellore or as decided by /The Managing Director, C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd

36.3 If the dispute is not settled through arbitration, the same shall be referred to the Civil Courts of competent jurisdiction jurisdiction at Vellore ,thirupathur and Ranipet..

37.0 GENERAL

All other conditions as stipulated in “ The Tamil Nadu Transparency in Tender ACT 1998 and the Tamil Nadu Transparency in Tenders rules 2000 are ipsofacto forms part of the contract.

(Signature of the Tenderer)

ANNEXURE – III

FORMAT OF AFFIDAVIT

(THIS AFFIDAVIT DULY NOTARIZED AND SUBMITTED ON A NON-JUDICIAL SATMP PAPER OF Rs. 20/- on receipt of work order)

I _____ S/o. _____
Aged _____ working as MF/Director/Chief Executive Partner/Sole proprietor of M/s having
its registered office at _____ do hereby
solemnly affirm and declare on the oath as under:

1. That I am competent to swear this affidavit being sole proprietor of M/s _____ /partner of M/S./ MD/Director/ Chief Executive of M/s _____ vide its resolution No. _____ dated _____
2. That my Company/Proprietorship/Partnership firm M/s/ _____ /proprietorship/Partnership firm _____ its participating in tender for road transportation of Essential Commodities bags to the various destinations for the period _____ to _____ in pursuance to /Enquiry No. _____ dated _____
3. That I am fully aware of the contents of the bid document and I declare that all the contents of the same are true and correct to my knowledge (applicable in the case of proprietorship/Partnership) are true and correct as per the records of the company. (applicable in case of company).
4. That I hereby certify and declare that none of my/our group/associates/sister companies/concerns except me are participating in the tender.
5. That I hereby certify and declare that my firm has not been black listed in any Public Sector Undertaking/Central Government Unit/Government Undertaking in last 5 years.
6. That I hereby certify and declare that none of our close/distant relatives are working in / **C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd,Vellore-632001**
7. That I further undertake that in case any of these facts contained herein and the facts contained in the tender application are found otherwise incorrect or false at any stage, in that case, my company/firm and my group/associates/sister company (ies) concern(s)/firm(s) will stand debarred from the present and further tenders.

DEPONENT

Verified at _____ on _____ that
the contents of para -1 to 7 of this affidavit are true and correct to my knowledge and no part of this is false and no material has been concealed or falsely stated herein.

ANNEXURE – IV

CERTIFICATE

Certified to that _____

the firm/Company/Partnership or any other Firm/Company in which the tenderer is a Partner/Shareholder had not been black listed either by the T.N.C.S.C./Registrar of Co-op Societies, Chennai earlier or any other Government undertaking /offices.

Signature of the Tenderer

ANNEXURE – IV

C1435 The Vellore District Consumer Cooperative Wholesale Stores Ltd., Ltd

Name of the TNCSC Godown -----Arakkonam-----
--

1. For each Godown separate annexure to be called for
2. The Society shall furnish the names of the TNCSC Godown from where the commodities have to be transported and also the names of fair price shops along with address and the distance of the location of the fair price shop from the Godown.
3. The tenderer is bound to quote the rate of transport charges offered by it.

Sl.No.	Name of the Fair Price shop	Distance in km from the Godown	Rate offered for transportation per km.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			