

THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED
(Maveli Bhavan, Gandhi Nagar, Kochi – 20)

No. NFSA5-23696/2022

Dated:27/07/2022

RE-TENDER NOTICE

INSTRUCTIONS TO TENDERERS FOR LIFTING, TRANSPORTATION, HANDLING AND DELIVERY OF RATION ARTICLES FROM SOURCE GODOWNS TO DESTINATION GODOWNS/ FPS NOTIFIED BY SUPPLYCO IN PEERUMED TALUK .

Sub:- KSCSC –Implementation of NFS Act 2013 - Lifting, transportation, handling and delivery of ration articles(Food grains) to Supplyco depots/FPS (Fair Price Shops) - E-Tender invited – reg.

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The Kerala State Civil Supplies Corporation Ltd., (hereinafter called Supplyco) authorized agency of Government of Kerala as per National Food Security Act 2013, in terms of Targeted Public Distribution System (Control) Order 2015 issued under Sec.3 of Essential Commodities Act 1955 invites E-Tenders from the individuals/firms for lifting of food grains from source godowns(FCI depots/CMR godowns), transport and deliver at the door steps of destination godown (Supplyco taluk NFSA depot/ FPS (formerly known as ARDs)) notified by Supplyco. The rates offered for the above shall be indicated in **Rupees per Quintal**.

I. BRIEF DESCRIPTION OF WORK:

1. Lifting, Loading, Stacking, Covering and Tying, Regiment, and Transportation of Foodgrains from FCI Godowns and Unloading, Weighment, Stacking* at Supplyco Taluk NFSA Depots in a scientific manner so that food grains may be issued observing FIFO(*First in First Out*) manner as directed by OIC.
2. Lifting, Loading, Stacking, Covering and Tying, Weighment and Transportation of Foodgrains from various CMR mills and Unloading, Weighment, Stacking* at Supplyco taluk NFSA Depot in a scientific manner so that food grains may be issued observing FIFO(*First in First Out*) manner as directed by OIC.
3. Loading, Stacking, Covering and Tying, Weighment and Transportation of

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ration articles ie Rice, Wheat, Sugar, Atta or any other ration articles from Supplyco taluk NFSA depots and unloading, weighment and stacking at the FPS(ARDs) within the taluk. Utmost care should be taken to deliver good quality stock observing FIFO manner.

4. Executing the above mentioned work in Sl No 3 above from NFSA Depots in nearby Taluks and transportation of articles as directed by the Depot Manager.
5. The contractor should convince the licensee/salesman of the FPS in respect of the weight of ration articles while delivering the items at the FPS.

***Stacking of bags in a godown should be done in a scientific manner and upto the maximum possible height so as to utilize maximum storage capacity of the NFSA godown or as directed by the Depot Manager and no extra charges will be paid by Supplyco in this regard. If the transporting contractor fails to comply with the above condition, unloading and stacking charges will be deducted from their payment.**

The tenderer before submitting the tender must get themselves fully acquainted with the area of operation, size, location of godown, nature of work etc. Once a tender is submitted by a party, he shall be deemed to have been fully acquainted himself with the nature of work and the matters related with it and he shall not be entitled to any compensation arising out of any discrepancy in size, location of the godowns or such other factors.

The name and telephone numbers of Taluk NFSA Depots of Supplyco are given in **Annexure I**. The details for Transportation tender such as existing Transportation & handling charges, Details of Fair Price Shops in the Taluk, the date of expiry of the current Transportation Contract etc can be had from the concerned Taluk Depots. The transportation contract as per this Tender Notice will commence only after the expiry of the existing Transportation contract. In Depots where the Transportation is presently conducted through temporary arrangement, the transportation contract will commence immediately after the agreement is executed.

II TERMS & CONDITIONS

1. Last date for submission of completed tender document in the e-tender website(www.etenders.kerala.gov.in) is **20-08-2022 5 pm.**
2. The rates quoted will be valid for **1 year** from the date of awarding the contract.
3. The period of contract shall be extended for a further period of three months at the option of Supplyco without any change in the rate or any terms of the contract.
4. Tenderers submitting tenders must be an income tax payee for the last **3 years** and have filed income tax return for the same.
5. Supplyco reserves the right to accept or reject any or all tenders without assigning any reason whatsoever and retender the work by part or full.
6. **EARNEST MONEY DEPOSIT:**

Tenderers shall submit, along with their Bids, EMD of **Rs. 5,00,000 (Rupees Five**
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lakh only)), through e-Payment facility provided in the e-Procurement system.

Online Payment modes: Application Fee Rs.2500/- and EMD can be paid in the following manner through e- Payment facility provided by the e-Procurement system:

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank

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16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) *SBI Account Holders* shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) *Other Bank Account Holders* may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening. The details of the Supplyco bank account linked to the e-tender is :

Account No:10246780858
Beneficiary Name:Kerala State Civil supplies Corporation Ltd.
Bank:State Bank of India
Branch:Commercial Branch Palarivattom
IFSC:SBIN0004062

Application Fee and EMD can be paid through e- Payment facility provided by the e-Procurement system.

SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the tenderer. The supplier/contractor's bid will be evaluated only if payment status against tenderer is showing “**Success**” during bid opening.

The Earnest Money Deposit shall be liable to be forfeited if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms and conditions thereof in any manner. The Earnest Money Deposit is also liable to be forfeited in the event of the tenderer’s failure after the acceptance of his tender to furnish the requisite security deposit by the due date. **No exemption for submitting EMD will be allowed under any circumstances.** The Earnest Money Deposit will be returned to all unsuccessful tenderers,

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after decision on tenders is taken or **150** days after the tender date whichever is earlier. The tender offers will be valid for **120** days from the date of opening of tender. No interest shall be payable on the amount of earnest money deposit in any case. If the L1 bidder resiles from the bid unilaterally in a Taluk after submitting the bid, the EMD remitted by the bidder in the Taluk will be forfeited and a penalty of Rs.25 Lakhs will be imposed on such bidder and incase such a bidder qualifies as L1 in any other taluk ,work will be awarded to such bidder only after the remittance of above mentioned penalty.

SECURITY DEPOSIT:

- a. In the case of successful Tenderers, the Earnest Money Deposit will be adjusted towards Security Deposit. **The total security deposit for the work awarded to a successful bidder for a Taluk will be Rs. 5 Lakhs.** The security deposits will be refunded / returned after satisfactory performance of the contract. The above mentioned security deposit shall not carry any interest. **A bank guarantee of Rs 5 lakhs should also be provided by the Tenderer in addition to the Security Deposit.**
- b. In case the successful tenderer violates or fails to abide by any of the conditions stipulated in this tender or unilaterally *resiles from* the work awarded / *contract*, the tender awarded to him will be cancelled and the Security Deposit and Bank Guarantee will be forfeited. In such cases, the contract will be awarded to any other contractors in full or part. The loss sustained to Supplyco in this regard in excess of Security Deposit will be recovered from the contractor by any means including revenue recovery proceedings.

7. INFORMATION ABOUT TENDERERS:

The Tenderers should furnish full, precise and accurate details in respect of information asked for in Technical Bid section (Schedule – I) and any inaccurate or misleading information given may lead to non-acceptance of tender.

8. SUBMISSION OF TENDER

This tender is an E-Tender and is being published online for the lifting, Transportation and Handling and delivery of Food Grains from Source Godowns to Destination Godowns/FPS notified by Supplyco. The tender is invited in through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective tenderers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

A). Online Tenderer registration process:

Tenderers should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained,

tenderers have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, tenderers have to procure DSC at their own cost.

Tenderers may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-

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2764788,2764188 or 0483-2732941 , 0471 – 2577088, 0471 – 2577188 , 0471 – 2577388, 0484 – 2336006, 0484 – 2332262 , 0497 – 2764788 , 0497 – 2764188 0483-2732941 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com , helpetenderekm@gmail.com , : helpetenderknr@gmail.com helpetendermlp@gmail.com for assistance in this regard.

After registration, tenderers shall submit their Technical bid and Commercial bid online on www.etenders.kerala.gov.in along with online payment of EMD.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i **Downloading of tender document:** Tender document will be available for download on www.etenders.kerala.gov.in. The bidder shall pay a tender fee of Rs 2500/- by way of online payment in favour of Kerala State Civil Supplies Corporation which will be non refundable.
- i **Bid submission:** Tenderers have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- i **Opening of Technical Bid and Tenderer short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted online. The documents required to be furnished during the technical evaluation process have to be furnished on the day of the technical evaluation of the Tender which will be intimated to the Tenderers. Failure to submit the required documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the Commercial bid.
- iv **Opening of Commercial Bids:** Bids of the qualified tenderers shall only be considered for opening and evaluation of the Commercial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical bid):

Pre-Qualification or Technical bid shall contain the **scanned copies** of the following documents which every tenderer has to upload:

- i) Tender Form duly **signed manually on all pages**
- ii) Technical Bid Form (Schedule I) **duly filled and manually signed on all pages** .
- iii) Address proof and identity proof of the tenderer.
- iv) Duly signed (manually) affidavit as in the format prescribed by Supplyco in stamp paper worth Rs 200/- which is enclosed as Annexure-IV. **(Affidavit in original should be submitted during the evaluation of technical bid)**
- v) Scanned Copies of the Registration Certificate of the vehicles listed in Schedule-I
- vi) Income Tax Return statement of the tenderer for the last 3 years
- vii) Bank statement of the tenderer for the last 6 months

(ii). The Second Stage (Commercial bid):

The Tenderer shall complete the Commercial bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on tenderer's computer without changing file-name otherwise price bid will not get uploaded. The tenderer should fill in the details in the same file and upload the same back to the website.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

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9. **OPENING OF TENDERS:-**

The tender technical bids will be opened in the Supplyco Head Office on 22-08-2022.

The opening of the commercial bids will be decided after opening of the technical bids.

10. **ELIGIBILITY FOR SUBMITTING THE TENDER:**

- i The Following individuals/firms are **NOT** eligible for applying for the Tender;
 - a. Individuals/firms who were convicted or against whom any kind of criminal cases are pending.
 - b. An Individual or their close relatives (in case of partnership firm- any one of the partner or their close relatives, in case of company-members of the directors or their close relatives) who were involved in any cases filed under Essential Commodities Act 1955, Kerala Rationing Order 1966 or any other statute/ rules for PDS or any complaint filed/FIR registered by Supplyco against the aforesaid.
 - c. Any close relatives or family members of such accused or convicted persons or any party or firm which are black listed by Supplyco.
 - d. Licence holder of Fair Price Shop or his/her close relative or association/ office bearer of the Association of any kind formed by the licencees of Fair Price Shops.
 - e. Those persons or his/her close relative dealing wholesale/retail business of rice/wheat in the State.
 - f. A person is also not qualified to participate in the tender if he/partners of firm / directors of company is /are accused in any serious crime involving moral turpitude.
 - g. A firm/person against whom action has been taken by Supplyco by cancelling the work or terminated the contract for not complying with the terms and conditions stipulated by Supplyco for the tender for transportation or any other reason which come forth based on an enquiry/inspection or report.
 - h. Those persons/firms who are declared as **pauper** by any Judicial forum which are deemed to be declared as “Court” as per the relevant provisions of law are ineligible to contest as tenderer in the instant document.
 - i. **Persons or his/her family members working in Supplyco/Civil Supplies Department, as Permanent/Contract/Daily Wages/Deputation/Employee.**
 - j. **Those persons to whom a Contract work of Supplyco/ Public Sector Undertaking was previously awarded and failed to perform the contract or work awarded by Supplyco or any other Government Agencies and blacklisted formally by Supplyco as on date of opening**

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of the tender.

11. **DEFINITION OF CLOSE RELATIVES**

The following are considered as close relative in respect of the submitting this Tender

- a. Wife/Husband
- b. Father - the term “Father” includes step-father
- c. Mother - the term “Mother” includes step-mother
- d. Son - the term “Son” includes step-son
- e. Daughter - the term “Daughter” includes step-daughter
- f. Brother – the term “Brother” includes step-brother
- g. Sister – the term “Sister” includes step-sister
- h. Son-in-law
- i. Daughter-in-law
- j. Father-in-law
- k. Mother-in-law
- l. Brother-in-law
- m. Sister-in-law
- n. Grandparents
- o. Any person included in the ration card of the tenderer

12. **ACCEPTANCE OF TENDERS:**

Supplyco normally accept the lowest tender provided all technical and administrative conditions are fully satisfied. Considering the operational convenience, one contractor will be selected in a Taluk for one type of operation, but if it seems necessary, the contract will be awarded to one or more tenderers in each Taluk for any or all the parts of the work.

The tenderers are required to submit an affidavit in the format prescribed by Supplyco in stamp paper worth Rs 200/- which is enclosed as Annexure-IV. Such applicants who fail to give affidavits shall be rejected.

The successful tenderers will be advised about the acceptance of the tender by e-mail or by a formal acceptance letter or both. The successful tenderers should execute an agreement in the form prescribed by Supplyco within 7 days from the date of receipt of formal acceptance letter. A work order will be issued to the successful bidder by the Depot Manager after executing agreement. The acceptance letter, tender documents, affidavit, agreement executed and work order together shall form the essence of contract.

13. **SIGNING OF TENDER**

Person or persons signing the tender shall state in what capacity he/they is/are signing the tender, for example, as a proprietor of a firm or as a Secretary/ Managing Director etc. of a limited company.

In the case of partnership firm the person signing the tender should have duly constituted authority to bind all the partners in all matters pertaining to the contract.

Documents to this effect along with an attested copy of the partnership deed should be furnished along with the tender.

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In the case of a limited company the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. Resolution of the Company to this effect along with a copy of the Memorandum and Articles of Association of the Company shall be attached with the tender.

In the case of Hindu undivided family, the names of the family members should be disclosed and indicate his status below the signature. The person signing the tender form should or any document forming part of the tender on behalf of another or on behalf of firm should produce a 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 signing the tender fails to produce the said power of attorney, his tender shall be liable for summary rejection without prejudice to other rights of Supplyco under the law.

Power of attorney should be signed by all the partners in the case of partnership firm, the proprietor in the case of proprietary concern, by the person who by his signature can bind his company in the case of limited concern. In the case of Hindu undivided family, the power of attorney should be signed by Kartha who by his signature can bind the firm.

1. The contractor shall not make any change in the constitution of the firm without prior approval of Supplyco during the contract period.
2. The contractor shall notify to Supplyco about the death/retirement/resignation of any of the partners/directors immediately on the occurrence of such events.

14. SUB LETTING

The contractor shall not sublet, transfer or assign the contract or any part thereof to any one else.

15. PERIOD OF CONTRACT

The contract will be for a period of **One Year** from the date of awarding the contract. The period of contract shall be extended for a further period of three months at the option of Supplyco without any change in the rate or any terms of the contract. If they fail to execute the work in the extended period, Supplyco will be at liberty to engage any other transporter at the risk and cost of the contractor i.e recovering the extra cost incurred for that work from the contractor. If any payment is due to the defaulting contractor, the aforesaid extra cost will be recovered from that amount. Also forfeiting of Security Deposit and Bank Guarantee will also be undertaken.

Supplyco does not guarantee any quantum of work during the currency of the contract. The contractor should execute the transportation of ration articles as per Supplyco's instructions communicated from time to time. **During the currency of the contract, if it is found that the contractor to whom the work entrusted is not able to perform the work properly resulting in the disruption/inordinate delay in distribution of ration articles, Supplyco reserves the right to terminate the contract and rearrange the work at the risk and cost of the contractor or engage additional**

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contractors as situation demands to facilitate the smooth distribution of ration articles and in that event the contractor is not entitled to any compensation. If the Government makes any additional allocation to be taken and distributed within a time frame during the currency of the contract, the contractor should make necessary arrangements to execute the work. Supplyco also reserves the right to get it executed either through the existing contractor or by other means as situation demands. The details of FCI/CMR godowns dealing in each taluk and the details of FPS under each taluk are available with the Supplyco Taluk depot/Supplyco Taluk NFSA depot.

16. RATES

Tenderers will have to quote the rate for transportation in **Rupees per quintal** for the entire period of contract for work mentioned as described in Para I. The rates quoted shall consist of the expenses for transporting and handling, the ration articles from:-

- (1) FCI/CMR godowns to the Supplyco Taluk NFSA Depot Godowns and
- (2) From the Taluk NFSA Depot godowns to the FPS within the Taluk.

The rates quoted should be inclusive of all weighing, loading and unloading charges, taxes, levies etc and other charges prevailing in the area in addition to orders and circulars issued by the Government from time to time. No other charges will be allowed further on the quoted/agreed rates under any circumstance.

The tenderer shall furnish the rates offered in the commercial bid **online on www.etenders.kerala.gov.in** form separately for

① **Taluk NFSA depot to FPS within the taluk (Schedule –II)** - In the case of transportation from NFSA Depots to FPS, the tenderer should **preferably** quote for all distance slabs mentioned in the schedule. If the tenderer fails to quote rates for any distance slab mentioned in the Schedule, the rates quoted by the tenderer in the just lower distance slab will be considered as the rates for the above distance slabs also. The least cost routes with distance in kilometers of each FPS from taluk NFSA depot approved by District Collector concerned, will be the base for transportation from taluk NFSA Depots to FPS. The kilometer distance is the distance from Taluk NFSA depot to FPS i.e one side and not including return distance. The details and location of each taluk godown and details of FPS under each taluk are available with Supplyco Taluk depots.

② **FCI Depots to Taluk NFSA depot (Schedule – III)** - The tenderer who intends to bid for transportation from FCI to NFSA Depot should quote for all FCI Depots shown in schedule III

③ **CMR godowns to Taluk NFSA depot (Schedule –IV)** - The tenderer who intends to bid for transportation from CMR Mills to NFSA Depot should quote for all CMR Mills Depots shown in schedule IV.

Note :- The rates for transportation per quintal from each of the FCI/CMR godowns to the Taluk NFSA Depot godown shall be quoted. The FCI godowns in the state are listed as Annexure - II and the CMR godown
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locations are listed in Annexure-III

17. FINALIZATION OF THE TENDER:

Supplyco reserves the right to conduct negotiation with the tenderer who quoted the lowest rates(L1) in each location. The contractors for transporting from FCI/CMR godowns to Taluk NFSA depot godown will be selected based on the lowest rate quoted. In respect of contractors for transporting from NFSA Depots to FPS, the total cost for transporting from NFSA Depot to FPS for a month based on theoretical requirement will be calculated and the contractor who has the least transportation cost will be treated as (L1). Supplyco reserve the right to negotiate with the L1 for reducing the rate in different slabs. Supplyco also reserve the right to select more than one contractor if situation warrants considering cost factors and operational efficiency.

If L1 bidder in any category of work unilaterally resiles from the bid in any category , his quotes for other categories of work in the taluk will also not be considered and the EMD remitted by him will be forfeited as per clause II(6) above and work will be awarded to such bidder in any other taluks only after imposing a penalty of Rs.25 Lakhs .

After the selection of the contractor, and during the period of contract if there is any change or addition/deletion in the location of FCI/CMR godown, Supplyco godown, the rates of transportation in such location/operation will be arrived considering the distance from the FCI/CMR mills, existing agreed rate etc. If the new godown/additional godown is within a distance of five kilometers from the existing godown, Supplyco will not entertain any request for enhancement/deduction in the rates. In such cases, the transportation rate mutually agreed for liting of ration articles from FCI Godown/CMR mills to the existing godown will be applicable to the new/additional godown. In case the distance between the existing godown and the new/additional godown exceeds 5 kilometers and the distance from FCI/CMR mills to the new/additional godown is less than the distance from FCI/CMR mills to the existing godown, Supplyco reserves the right to reduce the existing agreed rates of transportation. *In case the distance between the existing godown and the new /additional godown exceeds 5 kms and the distance from FCI/CMR Mills to the new /additional godown is more than the distance from FCI/CMR Mills to the existing godown the Supplyco reserved right to arrive at the rate by mutual discussion and negotiation with the existing transporting contractors and in case no consensus is able to be arrived at , then negotiation shall be held with the next transporting contractor who participated in the tender. If such course of action not possible supplyco will go for retender.* For transportation from NFSA Depot to FPS, if there is any change or addition or deletion in the godown or FPS during the currency of contract , the quoted rates for the distance slab(as per the revised distance) will be applicable..

18. TRANSPORTATION:.

The ration articles belonging to the First Party (Supplyco) should be lifted from FCI/CMR godowns and delivered at the door steps of Supplyco notified godowns and FPS. The transportation contractor will be exclusively responsible for the proper

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transportation and delivery of stocks as per delivery schedules fixed by Supplyco.

The transporter/tenderer/firm should possess a minimum fleet of 10 Goods Carrier Vehicles (including atleast 5 Heavy Goods Vehicles) registered in Kerala out of which 4 vehicles(Heavy Goods Vehicles) should be owned by them to be eligible for participating in the tender. *In case of firms the vehicles owned by the managing partner / partners can be considered.* The Tenderer should submit the list of vehicles in the prescribed format given in **Schedule-I** alongwith the **scanned copies** of the registration certificate. But, the vehicles submitted in Schedule I by a bidder in a taluk those are owned by him should not be *allowed to be* submitted by any other bidder in any other taluk. *If it is found otherwise both tenderers will be disqualified.* In the case of other vehicles i.e. not owned by the bidder, tenderer should produce written consent of the registered owner of the vehicles permitting the tenderer to use the vehicle for the aforesaid work during the evaluation of technical bid. Tenderer may include same list of vehicles specified in Schedule I for different taluk. If successful, tenderer should use vehicles included in Annexure B for transportation. Vehicles offered should possess documents and devices stipulated by the Motor Vehicles Act/Rules or as notified by the competent statutory authority and/or as advised specifically by Supplyco.

If successful, he should make available the fleet of sufficient vehicles (if necessary, in addition to the ten vehicles submitted along with the tender) as per the schedule of delivery prepared by the Depot Manager for lifting and distribution of ration articles for a particular month. The details of such vehicles with Registration Number and GPS Number have to be mentioned in Annexure to the agreement. **The contractor is also liable to produce additional vehicles for lifting/issue beyond the requirement mentioned in the schedule as demanded by the Depot Manager.** If for any reason it has become inevitable to use more vehicles than offered in the agreement, the contractor shall furnish the details of such vehicles also and the same can be used for transportation from FCI to NFSA depots, CMR mills to NFSA depot and from NFSA depots to FPS only with the written consent of the Depot Manager concerned. The Goods Carriage Vehicles registered in other States should not be used for transportation of ration articles except in cases where the lifting of Food Grains are to be done from the FCI Depots of other States.

The stocks should be transported in clean and hygienic vehicles with side wall and properly covered with tarpaulins for protecting the stock from rain, wind and heat. Transporting Contractor must also use tarpaulins on the platform/floor of all vehicles used for transportation of NFSA ration articles. In addition to this, use of Such vehicles shall not be used for any other purposes on the date which these vehicles are used for Supplyco duty. If any wheat/rice transported in such vehicles are seized within 24 hours of delivery of the ration articles in the NFSA depots/FPS(ARD's), then the contractor will not be allotted any work thereafter for transportation of ration articles based on the contract and proceedings will be initiated to terminate the contract and

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alternate arrangement will be made at the risk and cost of the tenderer.

The tentative schedule for completing the work is as follows :-

- | | | |
|--|---|--|
| 1. Lifting of foodgrains from FCI, CMR and deliver to NFSA Depot | - | Before the last day of the preceeding month of the allotment month or fixed by Civil Supplies Department for completion of lifting |
| 2. Doorstep delivery of Foodgrains from NFSA Depot to FPS | - | Before 15 th of each month or fixed by Civil Supplies Department for completion of lifting |

19 .TIMINGS

The contractor should provide the required vehicles as per the schedule provided by the Depot Manager in the below mentioned locations as detailed below :-

- | | | |
|-------------------------------|---|---|
| 1. From FCI/CMR to NFSA Depot | - | One hour before the commencement of operations of the concerned FCI/CMR |
| 2. From NFSA Depot to FPS | - | 8.30 AM at the concerned NFSA Depot |

Successful bidders have to execute the work as per the Schedule provided by the Depot Manager. The contractors have to provide additional vehicles if required, and complete the work in time. Non-compliance of delivery schedule will be viewed seriously and Supplyco reserves the right to impose monetary penalties and other penal action including termination of Transportation Contract for repeated violation of delivery schedule. In this case, Supplyco reserves the right to engage any other transporter to get the work done on time and recover the cost and damages caused thereby from the defaulting Contractor

The stocks should be transported in clean and hygienic vehicles properly covered for protecting the stock from rain, wind and heat . Vehicles should be affixed a red and yellow colour emblem on all the four sides of the vehicles used for door step delivery distribution as directed by Government

GPS device should be installed by the tenderer/transporting contractor in all the vehicles used for transportation for movement monitoring and the details of GPS should be provided in advance to the Depot Manager. Any vehicle without Government approved GPS device in working condition will not be allowed for transportation. AIS 140 is the standard recommended by Ministry of Road Transport & Highway (MoRTH) for vehicle tracking device in India. Any loss to the stock due to Fire/Flood/Theft/Rain/Accident, or any other reasons on transportation shall be borne by the contractor in full and to prevent such losses, the contractor should take all precautions and shall deliver the stock as early as possible. In case of change in location of an existing godown the contractor is liable to deliver the stock to the and at the changed location. For the smooth functioning of NFSA Vehicle Tracking System ,all contractors and vehicle owners should point the secondary IP in VLT device to Supplyco server for the vehicles used for NFSA transportation .

20. MONITORING

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The Contractor is responsible for the safety and security of the vehicle in which the stocks are transported. The Contractor shall also be responsible for the safety and security of the ration articles from the point of lifting till the stock is delivered at the destination. Officials of Supplyco and Civil Supplies Department of Kerala shall have the right to get the vehicle/stock inspected on the roads during the transportation of stock. The diversion of approved routes noticed on GPS tracking or otherwise without prior sanction or informing Supplyco/officers concerned or valid reasons will be treated as a violation of contract. Violation of any condition of this tender will result penal action as per provisions of PDS (Control) Order or its subsequent updations/amendments and will result in imposition of legal action under Essential Commodities Act -1955 in addition to Criminal, Civil proceedings and any other penal action which Supplyco may deem fit.

21. MAINTENANCE OF ACCOUNTS

The Contractor shall maintain separate accounts of the stock he lifts, and delivers. These accounts may be inspected at any time by the officers of Supplyco and of the Civil Supplies Department.

The decision of the officers on the question of relevancy of any documents, information or returns shall be final and binding on the contractor.

22. DELIVERY:

The Depot Manager will issue necessary documents for receipt of ration articles from FCI and CMR Mills and the Contractor shall lift the ration articles, transport, unload and deliver at the godown, on proper acknowledgement. The Contractor shall retain one copy of document after getting proper acknowledgement against the receipt and delivery of stock. The contractor shall be responsible to ensure that full quantity and the same quality of food grains as lifted by them, reaches the Depots of Supplyco on proper acknowledgement. The Contractor shall be exclusively responsible for the safe lifting, transportation and delivery of accurate quantity of foodgrains on proper acknowledgement as per delivery schedules at the door step of FPS from the Depots. In this case, transporting contractor should arrange weighing machines(stamped by Legal Metrology Department) in the vehicles used for transportation and deliver the accurate quantity of stock to the door step of FPS as lifted from the depots. The contractor should ensure that entire quantity is lifted based on the release order.

23.INCOME TAX:

Tenderers submitting tenders must be an income tax payee for the last three years and have filed income tax return for the same.

- a.The Income tax return for the Financial Year 2019-20,2020-21 and 2021- 22 should be produced by the bidder.
- b. As the date for submission of Income tax return for the Financial Year 2021-22 is not over,in such cases,

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i.the income tax return for the Financial Year 2018-19,2019-20 and 2020-21 filed by the tenderer may be considered as valid documents.

ii.Also the income tax return for the Financial Year 2019-20,2020-21 and the statement from the auditor/Chartered Accountant for the Financial Year 2021-22 may be considered as valid documents.

c. Incase of Patnership Firm,Company etc ,if Inocme tax return has not been filed by the Firm,Company etc ,income tax return of the of the Managing Partner/ Managing Director etc may be considered.

24. Draft SOP to have the VLT Device send GPS data to Supplyco Server

a. Introduction

Kerala State Civil Supplies Corporation(Supplyco) is the nodal agency for the distribution of food grains between FCI Godown, CMR Mill, CMA Mill, NFSA Godowns and Fair Price Shops (Ration Shops) in Kerala. Supplyco engages contractors through a selection process to arrange the vehicles for transportation. The list of vehicles given by the contractor which have an AIS-140 Standard Vehicle Location Tracking(VLT) device installed in compliance with the norms of Kerala Motor Vehicles Department (KMVD) shall be enrolled at Supplyco. The vehicles enrolled shall be registered in the Vehicle Tracking & Fleet Management Software(VTFMS) of Supplyco. The VLT device can send data to two IP addresses. One IP address is for KMVD software and the second one is for other software. To track & monitor the trips by Supplyco, the device installed in the vehicle requires to be configured by the OEM(Original Equipment Manufacturer) to send the location data to Supplyco server. Section(b) provides awareness on procedure for fitment and registration of VLT device with the state-wide vehicle tracking system of KMVD. Section(c) mentions the steps to have the device configured to send data to Supplyco Server.

b. Steps for procurement & fitment of VLT Device:- 1. Vehicle owners can procure VLT device from the franchisee of OEMs enlisted in KMVD website. 2. The franchisee shall fit the device and registerin KMVD Portal. 3. After fitment the vehicle owner shall visit the R.T Office for inspection and approval of the device by a Motor Vehicles Inspector. 4. On approval, the fitment is valid and the vehicle is under tracking by KMVD.

c. Key Support Providers :-The configuration of VLT device needs the core support from Franchise/OEM, eSIM Provider and Telecom Service Providers.

d. Procedure to configure the VLT device to send GPS data to Supplyco Server

1. Supplyco NFSA shall publish the steps to be taken by the contractors to have the VLT device send location data to Supplyco server.

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2. Contractors shall provide the URL details published by Supplyco to the franchisee of the OEM who fitted the VLT device in the vehicle through the vehicle owners.
3. The franchisee with the support of OEM shall configure the VLT device through the command to set the URL of Supplyco Server to send data.
4. The command to configure the IP address in a VLT device can be executed with the support of OEM only and is specific for each OEM.
5. The location data shall be send to Supplyco Server in the same format and protocol (HTTP) followed by KMVD.
6. The OEM shall submit the IP Address of Supplyco server for white-listing to the eSIM service provider of the VLT device.
7. The eSIM provider shall approve the IP Address of Supplyco Server submitted by OEM to send the data from each VLT device.
8. Contractor shall submit to Supplyco NFSA, the list of vehicles which are configured to send data to Supplyco Server.
9. Supplyco NFSA shall enroll the list of vehicles to VTFMS with the technical support of C-DAC
10. In case any technical difficulty occurs during the enrolment of device in VTFMS, Supplyco NFSA/vehicle owner/transporter may contact the technical support team of C-DAC

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Mobile: 9895405466

Email: abhilashbalan@cdac.in

e. **IP Address and URL of Supplyco Server** IP Address: 103.135.131.163 Communication Protocol: HTTP Method Type: POST URL: <http://103.135.131.163>

f. References

Kerala MVD G.O and Guidelines
https://old.mvd.kerala.gov.in/images/mvd/projects/go_27_2017.pdf
<https://old.mvd.kerala.gov.in/images/mvd/projects/vtmsnote.pdf>
https://old.mvd.kerala.gov.in/images/mvd/projects/Guidelines_For_Implementation_of_VTM_S_v3.pdf https://old.mvd.kerala.gov.in/images/vlt_device.pdf

III. PENALTY CLAUSE

(a) Delayed Supply:

Delay in delivering the stock will be viewed seriously and Supplyco will be entitled to seek explanation in this regard from the contractor if abnormal delay(*delay beyond the normal time*) is caused. Supplyco reserves the right to impose penalty for the belated delivery of the item if the explanation offered is not satisfactory. The penal amount will be the economic cost of the commodity.

(b) Liquidated Damage:

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- i. In case the Contractor fails to execute the work as per the instructions given by the Depot Manager or the schedule of lifting/delivery as communicated, within the stipulated period or the extended period, Supplyco reserves the right to entrust any other transporter at the risk and cost of the defaulting Contractor; and recover the damages caused thereby from the defaulting Contractor. Any loss to Supplyco on account of irregular performance of the Contractor will be recovered from the Contractor by applying appropriate law. In such event, Supplyco reserves the right to forfeit the entire security deposit as per the contract, to impose monetary penalties and to blacklist the contractor from the allotment of any work in future.
- ii. In case of loss, shortage or damage to the commodities during the transit the contractor is liable to pay the amount equal to double the economic cost of the shortage noticed.
- iii. If the contractor unilaterally resiles from the contract, Supplyco reserves the right to execute the work at the risk and cost of the contractor. In such cases security deposit and bank guarantee will be forfeited and legal proceedings under EC Act will be initiated against the defaulting contractor. Any loss occurred to Supplyco due to his default will attract penal action under appropriate law.

(c) Rate of Penalty:

The Penalty of Rs 5000/- per vehicle per day will be imposed if the contractor refuse to provide the required number of vehicle as per the schedule provided by the Depot Manager. A Penalty of Rs 1000/- per vehicle per day will be imposed for not displaying the banner/sticker as per the norms/design prescribed by Supplyco.

IV. TERMINATION OF CONTRACT

Supplyco reserves the right to terminate accepted tender/contract at any time during the currency of the contract by giving three days notice in writing to the contractors at their last known place or residence, business, if it is satisfied that;

- i. Information given in the tender form and affidavit is false.
- ii. Any discrepancy has been crept in while finalizing the tender and the work was awarded by mistake.
- iii. Contractor acts detrimental to the interest of Supplyco or State.
- iv. Contractor is involved in any cases under EC Act/ *convicted in any criminal offence involving moral turpitude* during the currency of the contract.
- v. Any false situation is detected during physical verification *such as diversion of stocks, shortage in delivery, diversion of the load misappropriation etc.*

In such cases security deposit will be forfeited and the contractors shall not be entitled to any compensation by reason of such termination.

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V. PAYMENT:

The contractor will submit the original bills alongwith the receipts obtained from the FPS/OIC, to the Depot Manager for each trip in duplicate. The Depot Manager will disburse 90% of the total bill by way of NEFT after preliminary verification and the balance amount will released after pre-audit. In respect of transportation from NFSA Depots to FPS, the balance amount of 10% will be released only after the contractor produces certificate from the concerned CRO/TSO that doorstep delivery has been made as per clause I (3) mentioned above and also after pre-audit. Taxes if any, applicable will be deducted from the bills of the contractor as per the Acts and Rules in force. The Payment to the labourers including their ESI/PF or Contribution to Head Load Workers welfare fund etc should be paid by the contractor on time. Supplyco reserves the right to withhold the payment to the contractor till such remittances are made.

VI. APPLICABILITY OF R.R ACT.

In case any amount is due to Supplyco under the contract or any other contract and as assessed by Supplyco, the same shall be recovered as arrears under the provisions of the Revenue Recovery Act.

VII. SET OFF:

Any sum of money due and payable to the contractor (including Security Deposit in any form furnished by him/her, any bill pending. Etc) under the contract may be appropriated by Supplyco and set off against any claim of Supplyco for the payment of any sum of money arising out of this contract or under any other contract made by the contractor with Supplyco.

VIII. DISPUTES AND JURISDICTION:

All disputes relating to this tender or otherwise arising there from between the contractor and Supplyco shall be settled by mutual discussion, failing which the dispute may be referred to Arbitration as per Arbitration & Conciliation Act. The award of the arbitrators shall be binding on the parties. The contract will be subject to the jurisdiction of court in respect of the Taluk Depot concerned.

IX. FORCE MAJEURE:

Neither party here to shall be considered in breach thereof if its failure to perform or observe any or all of the terms, conditions and stipulation herein contained shall be caused, to any extent by War, Warlike operations, Acts of State, Fire, Floods, Earthquakes, Strikes, Lockouts, Embargo, Riots and Civil Commotion. However, that such occurrence or the consequences thereof, which have not continued beyond a continuous period of fifteen days, shall not be regarded as a state of force majeure for the purpose of this clause.

The party claiming occurrence of any event under force majeure shall give immediate notice to the other in writing with full proof of such reasons.

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In case the performance is delayed by any reasons including force majeure reasons, acceptance of the belated supply will subject to the conditions in **Clause III(a)**.

Sd/-

Depot Manager

(Signature of the Applicant)

Annexure-I

Name of the Taluks and the Corresponding Supplyco Depots

Sl N o	Name of the Taluk/PDS Depot	Telephone No	Supplyco Depot Name	Contact Number
1	Peerumed	04869-232072	Kanjirappilly	0482-8204385,9447975232

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Annexure – II

Sl.No.	District	FCI Godowns
1	Thiruvananthapuram	Valiathura
2	Thiruvananthapuram	Kazhakuttom
3	Kollam	Kollam
4	Kollam	Kilikollur
5	Kollam	Karunagapally
6	Kollam	Avaneeswaram
7	Alappuzha	Alappuzha
8	Alappuzha	Mavelikkara
9	Kottayam	Chingavanam
10	Pathanamthitta	Kunnamthanam - CWC
11	Idukki	Arakkulam
12	Ernakulam	Kochi
13	Ernakulam	Ankamaly
14	Thrissur	Mulamkunnathukavu
15	Thrissur	Chalakudy
16	Palakkad	Olavakkode
17	Malappuram	Angadippuram
18	Malappuram	Kuttippuram
19	Kozhikkode	West Hill
20	Kozhikkode	Thikkodi
21	Wayanad	Meenangadi
22	Kannur	Muzhappilangad
23	Kannur	Payyannur
24	Kasargode	Nileswaram

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Annexure – III

Sl. No	District	Location	Name and Address of the Mill
1	Alappuzha	Champakulam	Empees Modern Rice Mill, Champakulam,9447357132
2	Kottyam	Kottyam	Oilpalm India Ltd, Kodimatha ,Kottyam , 4812567104
3	Kottayam	Arpookara	KE Agro Products Pvt. Ltd,Arpookkara West,9447175145
4	Ernakulam	Aluva	Diamond Food Products
5	Ernakulam	Angamali	KSR Rice Mill ,Mookkannur-9388604202
6	Ernakulam	Kalady	1. Aiswarya Agro Mills, Mattoor, Kalady - 9847034692 2. Chirackal Agro Mill, Marottichuvadu,Mattur -9744977777 3. Chirackal Food Products, Marottichuvadu,Mattur -9744977777 4. Pooja Modern Rice Mill,Chengal-9895417527 5. Kalpana Agro Mills, Mattoor -9447773540 6. Kavery Modern Rice Mills, Mattoor 9447755791 7. Anna Agro Mills, Parappuram,Kanjur 9846174184 8. K&T Agro Mills, Mattoor, 9447483071 9. Christy Modern Rice Mill, Mattoor ,9447723935 10 Rice Tech Agro Mills,Mattoor-9846078217 11Valanchery Agro Mills, Manjapara,9447732016 12Pallikkal Agro Mills,Mattur-9447048779 13Attiyattira Modern Rice Mill,Mattor-9447162190 14Fransko Agro Foods,Mundangamattom-9539860708 15KKR Agro Mill,Chelamattom-9846666660
7	Ernakulam	Kanjoor	1 Anna Agro Mills, Parappuram,9846174184 2Marymatha Modern Rice Mill,Parappuram-9846019351
8	Ernakulam	Yordhanapuram	Valookkaran Modern Rice Mill,9447609700
9	Ernakulam	Ayyampuzha	1. Pallikkal Food Products, Kollakode, Ayyampuzha-9447048779 2. Avani Agro mills-9447158379
10	Ernakulam	Mannoor	1. Mannoor Agro Tech,Thrikkalathur-9446868026
11	Ernakulam	Koovappady	1)Diamonds Food Products,Koovappady,Perumbavoor-9447190621 2) Geeyem Agromills,Elambakappilly P O ,9447175145 3) Lakshmi Agro Mills,Edavoor-9447046434 4)Aiswarya Modern Rice Mill,Koodalappad-9447483514 5)Nambiattukudy Agro Industries,Perumbavorr-9447480905 6)Nambitattukudy Foods & Spices,Perumbavoor -9447480905
12	Ernakulam	Sreemoolanagar	Thekkekara Rice Mill,9447506749
13	Ernakulam	Okkal	1. Edathala M.R.M, Chelamattam-9446325738 2. St. George Rice Mill,Karikkode-9446596499 3. Edapana Agro Mills, Edappanamaly,9037497330 4. JOSECO Agro Mill, Okkal,9447773540
14	Ernakulam	Nellad	St.Marys Rice Mill(Kinfra),Kinfra Park,9495961657
15	Thrissur	Pazhayannur	Fathima Modern Rice Mill, Kodathur Road, Pazhayannur, Thrissur 9447403879
16	Palakkad	Kakkayoor	Parvathy Agro Mill,9447053543
17	Palakkad	Elavampadam	SreedharModern Rice Mill,, Mariyapadam-9447252979

(Signature of the Applicant)

18	Palakkad	Kuzhalmanna m	Irfan Agro Foods, Kalapetty, 9846312786
19	Palakkad	Cheramangal am	Sneham Agro Mill, Alumparambu-9447010959
20	Palakkad	Alathur	Sreekanda Rice Mill, Bank Road, Alathur , 9495222492
21	Palakkad	Mannarkkad	KPM Agro Food Products Pvt Ltd,Nattukal P O-9447319695
22	Palakkad	Kinassery	S S Rice Mill,Kinassery-9946552568
23	Palakkad	Thenkurissi	P.K.R. Modern Rice Mill, Thenkurissi,9446725979
24	Palakkad	Koduvayur	Bismillah Rice Mill, Chathuruthy,9447995391
25	Palakkad	Nenmara	Sreekrishna Modern Rice Mill, 9447042751
26	Palakkad	Elavancheri	Kollengode Agro Mill,Vattekkad, 9447063578
27	Palakkad	Palassana	St Antony Rice Mill,Pallassana,9388669918
28	Palakkad	Kollengode	Sooraj Agro Mill, Payyallur,9447162039
29	Palakkad	Pallavoor	Pallavoor High Tech Agro Mills,Kumaramputhur-9447196264
30	Palakkad	Vadakancher y,Palakkad	Jayabharath Modern Rice Mill, 9846299131
31	Palakkad	Vadavannur	1 Gayathri Mills,9447930000 2 Biju Modern Rice Mill,Ottara,9447650000
32	Palakkad	Elapulli	PADDICO,Kunnukad, Elapulli,9846507084
33	Palakkad	Kanhikulam	Central Rice Mill, Kanhikulam,9447941772
34	Palakkad	Vannamada	Bismilla Modern Rice Mill, Moongilmada-9995052461

(Signature of the Applicant)

Annexure- IV**MODEL FORM OF AFFIDAVIT TO BE SUBMITTED BY THE
TENDERERS (In Rs 200/- stamp paper) duly signed manually at the bottom.****A F F I D A V I T**

I,..... S/o..... aged..... working as

Residing atdo hereby solemnly affirm and state as follows:

1. That I am and competent to swear this affidavit being(if- Company, Partnership firm).
2. That I am a tenderer who submitted tender pursuant to the E-Tender notice dated issued by the Kerala State Civil Supplies Corporation for Transportation of Ration Articles from notified source (FCI DEPOT/CMR MILLS/NFSA DEPOT) to the notified destinations(Supplyco NFSA/FPS).
3. That I have read and understood properly the terms and conditions of tender and I am eligible to participate in the Tender as per the eligibility criteria mentioned in the Tender Notice.
4. That I hereby confirm and declare that myself/our firm/company) have never been blacklisted or convicted or any kind of criminal cases are pending against me /our firm/company on complaint filed or FIR registered by Supplyco/Food and Civil Supplies Department.
5. That I hereby confirm and declare that myself or any person related/associated/with me/our firm/company have no connection in any manner with licence holder of any Fair Price Shop.
6. That I hereby confirm and declare that myself/partners of our firm/ directors of company or our close relatives are **not** involved in any offence under the provisions of Essential Commodities Act-1955, Kerala Rationing Order or any other statute/rules for PDS or orders issued in relation there to or under their will or any other Criminal Act/rules thereof in force.
7. That I here by confirm and declare that myself/partners of our firm/ directors of company are not accused of in any serious crime involving moral turpitude and also not blacklisted by Supplyco.
8. That I here by confirm and declare that myself or any person related/associated/ with me/ our firm/company are not dealing with the business of rice/wheat in the State.
9. That I hereby confirm and declare that me/our firm/company have not been proceeded for violation of the terms and conditions of transportation contract or any proceedings initiated against me/our firm/company under EC Act/CRPC/IPC etc due to seizure of Food grains from the vehicle used for transportation of ration articles.

(Signature of the Applicant)

10. That I hereby undertake that in case any of the facts sworn in as mentioned above is found otherwise or incorrect or false at any stage Corporation shall be entitled to take all such actions as may be deemed fit including filing of criminal cases and termination of contract, if, awarded and in that event I shall be liable to compensate the loss and damages caused to the Corporation on account of such premature closure of the contract.

All the facts stated above are true

Dated this the day of2022.

DEPONENT

(Signature of the Applicant)