



Jharkhand State Beverages Corporation Limited

(A Jharkhand Govt. Undertaking)

CIN : U51228JH2010SGC014519

Ground Floor, Utpad Bhawan, Kanke Road, Ranchi

E-mail : jsbcl.jharkhand@gmail.com



BID DOCUMENT

E-EMPANELMENT FOR TRANSPORT & RELATED SERVICES

E-T. No.: JSBCL/Tender/2022-23/ 04

Dated: - 01-04-2022

<u>Important dates</u>			
S.N.	Particulars	Date	Time
1	Date of Uploading of tender document on website.	01/04/2022	
2	Starting Date for submission of E-Tender	02/04/2022	
3	Last date/closing date for submission of E-Tender	16/04/2022	04:00 P.M.
4	Last date for submission of document (Hard copy) in the JSBCL office.	16/04/2022	06:00 P.M.
5	Online opening of Technical Bid.	18/04/2022	11:00 A.M.

Tender can be downloaded from <https://jharkhandtenders.gov.in> & <http://jsbcl.in> Tender downloaded should be submitted with tender cost of Rs 10,000/- (In words: - Ten thousands only) in the form of DD issued in the name of Jharkhand State Beverages Corporation Limited, Payable at Ranchi.

NAME & ADDRESS OF Tenderer:

AK
01/04/2022

Managing Director,

Jharkhand State Beverages Corporation Limited

Utpad Bhawan, Ground Floor

Near-Naveen Police Kendra

Kanke Road Ranchi-834008

Price Rs. 10, 000.00

E-EMPANELMENT FOR TRANSPORT & RELATED SERVICES

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SECTION-I

E-EMPANELMENT FOR TRANSPORT & RELATED SERVICES

E-T. No.: JSBCL/Tender/2021-22/

Dated: 01.04.2022

1. E- Tenders are invited for empanelment of transport & related services for retail vending shops of JSBCL to transport the liquor from storage godown to retail shops in the designated 06 zones within the state of Jharkhand in two bid system (Technical & Financial Bid) through e-tender process..
2. The Tenderer has to offer for transport & related services as per designated zone which consist of districts as per table below. The zone wise shop number is detailed below:

Zone No	Zone	Proposed No of Godown	Proposed No of Shop	EMD	Security Deposit in the form of Bank Guarentee
1	Palamu (Palamu ,Garwah & Latehar	1	177	6,50,000	33,00,000
2	North Chhotanagpur 1 (Dhanbad, Bokaro and Giridih)	1	323	12,50,000	62,50,000
3	North Chotanagpur 2 (Hazaribag, Chatra, Koderma & Ramgarh)	1	218	8,50,000	41,00,000
4	South Chotanagpur (Ranchi, Gumla, Khunti, Simdega & Lohardaga)	1	256	12,00,000	59,00,000
5	Kolhan (East Singhbhum, West Singhbhum & Saraikela-Kharsawan)	1	234	9,00,000	45,00,000

6	Santhal pargana (Dumka, Deoghar, Jamtara. Godda, Pakur & Sahebganj)	1	356	9,00,000	45,00,000
TOTAL		6	1564	5750000	28550000

3. The Zone for which applying should be mentioned in the Bid form (section-II).
4. The tender document can be downloaded from <https://jharkhandtenders.gov.in/> & JSBCL website <http://jsbcl.in/> . The cost of tender document is Rs. 10,000/- (Rupees Ten thousand only). A Demand Draft of Rs. 10,000/- drawn from any Nationalized/Scheduled Bank in favor of Jharkhand State Beverages Corporation Limited, payable at Ranchi should be submitted along with tender as cost of tender document enclosed with tender document in a separate envelope.
5. The tenders received after the due date and stipulated time due to any reason whatsoever including postal delay will not be considered.
6. The Managing Director, JSBCL, Ranchi, Jharkhand reserves the right to accept or reject any or all tenders without assigning any reason.
7. The tender document can be viewed at <https://jharkhandtenders.gov.in/> & JSBCL Website <http://jsbcl.in>.

Place : Ranchi, Jharkhand

Date : 01/04/2022



Managing Director,

JSBCL

Ranchi, Jharkhand

SECTION – II

Bid Form

Tender No: -

To,

The Managing Director,
JSBCL,
RANCHI (JHARKHAND)

Dear Sir/Ma'am,

1. Having examined the conditions of contract and specifications including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer transport & related services for retail vending shops of JSBCL to transport the liquor from storage godown to retail shops in the designated zones within the state of Jharkhand JSBCL in conformity with the said conditions of contract and specifications as may be ascertained in accordance with the schedule of work and schedule of prices I hereby submit bid for Zone/Zones_____.
2. We undertake, if our Bid is accepted, to complete the services specified in the contract, within specified period from the date of issue of respective work order.
3. We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ day of _____ 2022.

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf of

Witness _____

Address _____

SECTION – III

Tenderer's Profile

1. Name of the Tenderer/ Firm _____

2. Name of the person submitting the tender whose photograph is affixed

Shri / Smt. _____

(In case of Proprietary/ Partnership firms, the tender has to be signed by
Proprietor/ Partner only, as the case may be)

3. Address of the firm _____

4. Telegraphic Address _____

5. Tel no. (With STD code)

O) _____ (Fax) _____ (R) _____ (M) _____

6. Registration & particulars of the firm:

- (i) Proprietorship
- (ii) Partnership
- (iii) Private Limited
- (iv) Public Limited

(Please attach attested copies of documents of registration / with Corporation of your firm with the competent authority as required by business law)

7. Name of Proprietor / Partners / Directors _____

8. Any other information/ documents, which may help in assessing tenderer's abilities

9. Tenderer's bank, its address and account number _____

10. Permanent Account Number of Income Tax Circle _____

11. Vehicle should be in the name of Firm/Agency Consortium and Registration Certificate should be attached:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

I/We hereby declare that the information furnished above is true and correct.

Place:

Signature

Date:

Note: Individuals/association of persons/companies interested in providing transportation services to the Jharkhand State Beverages Corporation Limited may note the following

- (1) The proposal has to be submitted in the form annexed along with enclosures as below.
 - (a) Proof of Identity - Copy of Aadhar Card/Voter ID/PAN
 - (b) EMD as mentioned in Section I point no 2 must be submitted in form of Demand Draft in the favour of "JHARKHAND STATE BEVERAGES CORPORATION LIMITED" Payable at Ranchi.
 - (C) Service Tax/GST Registration.
- (2) Proposals not having the enclosures as above shall not be considered.
- (3) The proposal shall be signed only by the bidder or the authorized person of the bidder. The authorization certificate must be enclosed.
- (4) The detail regarding instruction is attached by way of Section IV must be followed.
- (5) The tender documents should be submitted online through <https://jharkhandtenders.gov.in> and Physically at JSBCL HO. The postal address for submitting the tenders is:

Utpad Bhawan, Ground Floor
Near-Naveen Police Kendra
Kanke Road Ranchi-834008

SECTION – IV

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION:

1. DEFINITIONS

- a) **The Managing Director** means the Managing Director, JSBCL, Ranchi, Jharkhand as defined and its successors.
- b) **OFFICER-IN-CHARGE:** The Officer-in-charge means, the in charge of the works at any time meaning thereby District Excise officer/District Manager or who shall sign the CONTRACT on behalf of the Managing Director.
- c) **CONTRACT:** The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Managing Director and the Transport & Related Services together with the documents referred to therein including the conditions of Contract, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- d) **TRANSPORT & RELATED SERVICES:** The Transport & Related Services shall mean the individual, firm or company, undertaking the works of transportation of liquors with valid permit from storage godown located at divisional level to all the retail shops within that Zone and shall include the authorized personal, representative and Transportation Vehicle who is associated with transport service of such individual or the persons composing such firm or company and the permitted assignees of such individual, firm or company.
- e) **WORK:** The expression work/ works shall unless be something either in the subject or context repugnant to such works be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- f) **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- g) **SITE:** The site shall mean the Corporation establishments through which work is to be executed under the Contract.
- h) **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- i) **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order.
- j) **Excepted risk :** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the Transport & Related Services has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- k) **Security Deposit:** The Security Deposit is the amount in the form of Bank Guarantee kept by corporation (JSBCL) for a clause where if the Transport & Related Services fail to achieve the related work assigned as per the JSBCL in stipulated time The calculation of zone wise security deposit has been done on the basis of transportation cost ascertained by the JSBCL on proportionate basis of zone revenue.

2. ELIGIBILITY CRITERIA FOR BIDDER:

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

- 2.1.** Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of registration may be attached.
- 2.2.** Bidder must have GST registration certificate issued by competent authority.
- 2.3.** Bidder should have experience certificate of **similar nature of work** for **at least three years** from the date of NIT in PSU's/Nationalized Banks/Government Department (Central/State)/Registered Companies under Companies Act. The certificate should be issued by the officer of the rank not less than of Divisional Engineer/Manager/Executive Engineer/Under Secretary or equivalent or above.
- 2.4.** Bidder should have experience certificate of **similar nature of work in e-commerce business** for **at least one years** from the date of NIT
- 2.5.** Bidder should have **average annual turnover of transportation and related work of at least Rs 1 Crores in last 3 consecutive financial years**. A certificate from CA should be enclosed.
- 2.6.** CA certified Balance sheet should be enclosed for last three consecutive Financial Years.
- 2.7.** Bidder should have previous three financial year's income tax return certificate.
- 2.8.** Certificate of "No near relative" of the bidder firm to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
- 2.9.** Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- 2.10.** Declaration towards Non – tampering of tender document.
- 2.11.** Self-Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.
- 2.12.** All the tender document pages are sealed and signed. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

Note:

- Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and Managing Director will not pay any damage to the company or firm or the concerned person.
- The Bidders can form Joint Venture/Consortium. Following Bidder has to fulfill minimum 20% of the eligible criteria. The lead Bidder and following Bidder will be responsible for successful execution of work and agreement with JSBCL in minimum ratio of 80:20. The Joint Venture/Consortium will have to declare the lead Bidder.

3 Submission of Bids:

- 3.1 The tender documents should be submitted online through <https://jharkhandtenders.gov.in> and Physically at JSBCL HO. The postal address for submitting the tenders is:

Jharkhand State Beverages Corporation Limited

Utpad Bhawan, Ground Floor

Near-Naveen Police Kendra

Kanke Road Ranchi-834008

- 3.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the newspapers. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 3.3 The Managing Director, if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification the bids will be opened on next working day, time and venue remaining unaltered.

4 Late Bids:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that it should ensure timely submission of tender.

5 Modification and Withdrawal of Bids:

- 5.1 The bidder may modify or withdraw its bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope in the tender box, before the scheduled time & date for closing of tender.
- 5.2 No bid shall be modified subsequent to the deadline for submission of bids.

6. QUALIFYING BID DOCUMENT

- I. NOTICE INVITING TENDER
- II. BID FORM
- III. TENDERER'S PROFILE
- IV. INSTRUCTIONS TO BIDDERS
- V. DECLARATION
- VI. GENERAL TERMS AND CONDITIONS
- VII. SPECIAL CONDITIONS OF CONTRACT
- VIII. SCOPE & SPECIFICATION OF WORK
- IX. PAYMENT CONSENT
- X. LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING
- XI. OTHERS TRANSPORTATION & RELATED SERVICE CONDITIONS
- XII. FORMAT OF AGREEMENT

7 AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date for submission of bids, the Corporation may, for any reason whether suo-moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

- 7.1 In order to afford prospective bidders reasonable time to take the amendments into reparing their bids, the Corporation may, at its discretion, extend the deadline for the submission/opening of bids suitably.

8 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. Managing Director, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9. Bid security:

- 9.1 EARNEST MONEY DEPOSIT (EMD) amount as mentioned in Notice Inviting Tender should accompany the tender in the form of a drawn from any Nationalized/Scheduled bank in favor of the Jharkhand State Beverages Corporation Limited, payable at Ranchi. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft will not be acceptable. No interest will be paid on the Earnest Money Deposit.
- 9.2. SECURITY DEPOSIT (SD) as per the annexure in Section I in the form of Bank Guarantee for a period of not less than 3 (Three) years. The security deposit will be refunded after 6 months after satisfactory completion of work at the end of the tender period as the case may be and after deducting the dues/Penalty from the supplier if any. No interest to be paid by the purchaser on the security deposit. In case of premature termination of contract the SD will be refunded after six months from the date of termination after deducting the dues/Penalty from the supplier if any.
- 9.3. The Earnest Money Deposit of the successful tenderer will be adjusted in the Security Deposit.
- 9.4. The Security Deposit (SD) shall stand forfeited, appropriately adjusted in full in the event of: Any act of breach of trust.
- 9.5. In case the Tenderer, whose tender is accepted, fails to deposit the Bank Guarantee towards Security Deposit and execute the agreement as required by the Corporation within 7 days of the acceptance of the tender, its tender will be rejected outright and the Earnest Money Deposit will be forfeited to the Corporation. The Earnest Money Deposit of the unsuccessful Tenderers will be returned to them. No interest will be paid on the Earnest Money Deposit remitted by the unsuccessful Tenderers.
- 9.6 A bid not secured in accordance with para 9.1 & 9.3 shall be rejected by the Managing Director, JSBCL, Ranchi as non-responsive.

- 9.7 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Managing Director, JSBCL, Ranchi.
- 9.8 The successful bidder's EMD will compulsorily be converted to part performance security deposit.
- 9.9 The Bid security shall be forfeited:
- a. If a bidder withdraws its bid during the period of bid validity specified in the bid or
 - b. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Managing Director or
 - c. In case of a successful bidder, if the bidder fails to sign:

SECTION – V

DECLARATION

I _____, S/O/D/O _____, R/O _____
_____ hereby certify that none of my relative(s) is/ are employed
in Corporation unit as per details given in Bid document. In case at any stage, it is found that the
information given by me is false/incorrect, Corporation shall have the absolute right to take any action
as deemed fit/ without any prior intimation to me “.

Signed _____

For and on behalf of the

Transport & Related Service Agency

Name(caps) _____

Position _____

Date _____

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

(In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Limited Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Corporation will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

SECTION VI

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the Managing Director for Empanelment of Transport & Related Service Agency for Supply of Transport & Related Service Agency for Corporation & establishments in various districts under the jurisdiction of Managing Director, JSBCL.

2. STANDARDS:

The works to be executed under the contract shall conform to the standards prescribed in the contract.

3. Payment Consent:

3.1 Payment Consent by the Transport & Related Service Agency for the works performed under the Contract shall as per Sheet 2 form for Payment Consent

4. SUB-TRANSPORT & RELATED SERVICE AGENCY :

The Transport & Related Service Agency shall not assign, sub contract without approval of Managing Director.

5. EARNEST MONEY DEPOSIT:

- a. The Transport & Related Service Agency's Bid security and EMD will be the Performance Security and can be forfeited in case of violation of any clause of tender.
- d. No interest will be paid to the Transport & Related Service Agency on the EMD.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

The work orders shall be issued by JSBCL on compliance of all conditions of Bid document for award of work.

7. PAYMENT TERMS:

- The Transport & Related Service Agency shall prepare monthly bills in triplicate and submit on or before by 10th of each month for works done in previous month to the Officer In charge of the district concerned. The total monthly bill shall be payable after certificate for completion for Empanelment of Transport & Related Service Agency for providing transportation services for Corporation & establishments under various districts. The Transport & Related Service Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payments below.
- II. The payment of Transport & Related Service Agency engaged should be done directly in their account. **GST will be paid extra, as applicable.**

8. PENALTY CLAUSE:

1. If work is not found satisfactory or as per the penalty of Rs. 5,000.00 (Rs. Five thousand only) will be imposed for each such occasion. If there are more than five occasions are observed continuously & Transport & Related Service Agency is not taking care to rectify the fault immediately, apart from this, penalty for poor quality of works shall be imposed by deducting the amount as deemed fit, by the Managing Director for the particular item of work carried out of poor quality or for the works not carried out as per the schedule of periodicity of work given in the tender document from the monthly bill. The non-satisfactory works are to be attended immediately.
2. The losses incurred by Corporation due to negligence of Transport & Related Service Agency supplied will recovered from pending bills/Security Deposit.
3. The Transport & Related Service Agency will be required to adhere to all government Laws and Rules applicable and also to The Jharkhand Excise Act, 1915 and rules framed therein as applicable.

The Transport & Related Service Agency has to submit an affidavit stating that it will be governed by "JSBCL Manual".

9. Rescission/ Termination of Contract

9.1 Circumstances for rescission of contract: Under the following conditions the competent authority may rescind the contract:

- a) If the Transport & Related Service Agency commits breach of any item of terms and conditions of the contract
- b) If the Transport & Related Service Agency suspends or abandons the execution of work and the Excise Officer/ Manager of the district comes to conclusion that work could not be completed by the due date for completion.
- c) If the Transport & Related Service Agency had been given by the officer in-charge of work a notice in writing to rectify/ replace any defective work and he / she fails to comply with the requirement within the specified period.

9.2 Upon rescission of the contract, the security deposit of the Transport & Related Service Agency shall be liable to be forfeited and shall be absolutely at the disposal of Managing Director.

10. Termination for Insolvency:

The Managing Director may at any time terminate the contract by giving written notice to the Transport & Related Service Agency without compensation to the Transport & Related Service Agency, if the Transport & Related Service Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Corporation.

11. Optional Termination by Managing Director (Other than due default of the Transport & Related Service Agency)

- 11.1 The Managing Director may, at any time, at its option cancel and terminate this contract by written notice to the Transport & Related Service Agency, in which event the Transport & Related Service Agency shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation with accordance with the contract prices for any additional expenses already incurred for

balance work exclusive of Managing Director and / or whole of material, machinery and other equipment for use in or in respect of the work.

- 11.2 Managing Director may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the Transport & Related Service Agency .

11.3 Issuance of Notice

- 11.3.1 The officer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the Transport & Related Service Agency directing the Transport & Related Service Agency to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Transport & Related Service Agency fails to take corrective action within the stipulated time frame, the Officer In charge shall submit a draft of final notice along with a detailed report to the competent authority who has accepted the contract.

- 11.3.2 The final notice for rescission of contract to the Transport & Related Service Agency shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice :

a) During the period of service of notice and its effectiveness, the Transport & Related Service Agency should not be allowed to remove from the site any material / equipment belonging to the Corporation.

12. INDEMNITIES:

- 12.1 The Transport & Related Service Agency shall at all times held Managing Director harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and description, brought or procured against Managing Director, its officers and employees and forthwith upon demand and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which Managing Director may now or at any time have relative to do the work or the Transport & Related Service Agency 's obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the Transport & Related Service Agency or damage to property resulting from or arising out of or in any way connected with or incidental to the operation caused by the contract documents. In addition, the Transport & Related Service Agency shall reimburse Managing Director or pay to Managing Director forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against Managing Director arising out of or incidental to or in connection with the operation covered by the Transport & Related Service Agency .

- 12.2 The Transport & Related Service Agency shall at its own cost at Managing Director's request defend any suit or any other proceeding asserting a claim covered by this indemnity but shall not settle, compound or compromise any suit or other finding without first consulting Managing Director.

13. FORCE MAJEURE:

13.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come up to an end or cease to exist and the decision of the Corporation as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

13.2 Provided also that if the contract is terminated under this clause, the Corporation shall be at liberty to take over from the Transport & Related Service Agency at a price to be fixed by the Corporation, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the Transport & Related Service Agency at the time of such termination of such portions thereof at the Corporation may deem fit excepting such material bought out components and stores as the contracts may with the concurrence of the Corporation elect to retain.

14. ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary, Excise, Government of Jharkhand. or some other person appointed by him/her. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment or that he/she has to deal with the matter to whom the agreement relates or that in the course of its duties as Managing Director he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating its office or being unable to adjudicate for any reasons whatsoever such Managing Director, JSBCL, Jharkhand or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left off by its predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 14.3 The venue of the arbitration proceeding shall be the Office of the Managing Director, JSBCL, Jharkhand or such other Places as the arbitrator may decide. The Following procedure shall be followed:
- 14.3.1 In case parties are unable to settle by themselves, the dispute should be submitted or arbitration in accordance with contract agreement
- 14.3.2 There should not be a joint submission with the Transport & Related Service Agency to the sole Arbitrator.
- 14.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 14.3.4 The onus of establishing its claims will be left to the Transport & Related Service Agency.
- 14.3.5 Once a claim has been included in the submission by the Transport & Related Service Agency, a reiteration or modification thereof will be opposed.
- 14.3.6 The "points of defense" will be based on actual conditions of the contract.
- 14.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 14.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
- 14.3.9 If, the Transport & Related Service Agency Includes such claims in its submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

15. SET OFF.

Any sum of money due and payable to the Transport & Related Service Agency(including security deposit refundable to it) under this contract may be appropriated by the Corporation or the Govt. or any other person or persons contracting through the Govt. and set off the same against any claim of the Corporation or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the Transport & Related Service Agency with Corporation or Govt. or such other person or persons contracting through Govt. of India.

- 16.** The successful Bidder has to sign Integrity Pact as per format given in Section- XI.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL
 - 1.1 The Corporation reserves the right to disqualify such bidders who have a record or not meeting contractual obligations against earlier contracts entered into with the Corporation.
 - 1.2 The Corporation reserves the right to black list a bidder for suitable period in case it fails to honour its bid without sufficient grounds.
 - 1.3 The Corporation reserves the right to counter offer price (s) against quoted by any bidder.
 - 1.4 Any clarification issued by Corporation, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment to relevant clauses of the bid documents.
 - 1.5 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Manager of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
 - 1.6 If at any time after the commencement of the work, the Corporation may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the Corporation shall give notice in writing of the fact to the Transport & Related Service Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
 - 1.7 Whenever any claims against the Transport & Related Service Agency for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Transport & Related Service Agency , and to sell any Government promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the Corporation. In the event of the security being insufficient or if no security has been taken from the Transport & Related Service Agency , then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Transport & Related Service Agency under this or any other contract with Corporation. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to Corporation on demand the balance remaining due.
 - 1.8 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in Corporation or any other Government Department/PSU is allowed to work as a Transport & Related Service Agency for a period of two years after its retirement from Government service without the previous permission of

Government. This contract is liable to be cancelled if either the Transport & Related Service Agency or any of its employees is found at any time to be such person who hadn't obtained the permission of Government of India/Government of Jharkhand as aforesaid before submission of the engagement in the Transport & Related Service Agency's service as the case may be.

- 1.9 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against it or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Transport & Related Service Agency falling to comply with any of the conditions herein specified. The Managing Director shall have the power to terminate the contract without any notice.
- 1.10 Without prejudice to any of the rights or remedies under this contract, if the Transport & Related Service Agency dies, the Managing Director on behalf of the Managing Director can terminate the contract without compensation to the Transport & Related Service Agency . However, Managing Director, at its discretion may permit Transport & Related Service Agency 's successors to perform the duties or engagements of the Transport & Related Service Agency under the contract, in case of its death. In this regard the decision of Managing Director shall be the final.
- 1.11 In the event of the Transport & Related Service Agency , winding up its company on account of transfer or merger of its company with any other, the Transport & Related Service Agency shall make it one of the terms and stipulations of the contract for the transfer of its properties and business, that such other person or company, shall continue to perform the duties or engagement of the Transport & Related Service Agency under this contract and be subject to its liabilities there under.

1.12 **Interpretation of the contract document:**

The representative of Managing Director and the Transport & Related Service Agency shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred Managing Director whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the Transport & Related Service Agency 's responsibility to thoroughly familiarize all of its supervisory personnel with the contents of all the contract documents.

1.2 **Notification**

- 1.2.1 The Transport & Related Service Agency shall give in writing to the proper person or authority with a copy to the Manager such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Transport & Related Service Agency shall keep all proper persons or authorities involved and advised of the progress of operations throughout the

performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

1.3 Shut down on account of weather conditions:

- 1.3.1 The Transport & Related Service Agency shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by Managing Director or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2 QUALITY OF WORK:

The verification of quality quantity of works will be done by District Excise Officer or any other officer authorized by Managing Director, JSBCL

3 TAXES AND DUTIES:

The rate is inclusive of all taxes including cost of fuel required for transportation work, octroi, sales tax, & labour etc. required for the transportation related services. GST will be paid extra

4 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The Transport & Related Service Agency is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works.

5 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

Obtaining License before commencement of work:

- 5.1 The Transport & Related Service Agency shall obtain a valid labour license before commencement of the work, and continue to have a valid license until the completion of work. The Transport & Related Service Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil the requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

5.2 Contractors Labour Regulations:

5.2.1 Working Hours

- 5.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

- 5.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he/she shall be paid over time for the extra hours put in by him/her.

- 5.2.1.3 Where a Transport & Related Service Agency is permitted by the Officer-in-Charge to allow a worker to work on a normal weekly holiday, it shall grant a substituted holiday to him/her for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

5.2.2 Display of Notice Regarding Wages etc.

The Transport & Related Service Agency shall, before it commences its work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous pieces on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed by the Manager of the respective districts.

5.2.3 Payment of Wages.

5.2.3.1 The Transport & Related Service Agency shall fix wage periods in respect of which wages shall be payable.

5.2.3.2 No wage period shall exceed one month.

5.2.3.3 The wages of every person employed as contract labour in an establishment or by a Transport & Related Service Agency, where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

5.2.3.4 Where the employment of any worker is terminated by or on behalf of the Transport & Related Service Agency, the wages earned by him/her shall be paid before the expiry of the second working day from the date on which its employment is terminated.

5.2.3.5 Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the payment under the payment of Wages Act 1956.

5.2.3.6 The Transport & Related Service Agency has to pay wages to respective manpower as per time to time minimum/revised minimum wages fixed by Excise Officer/ Manager of respective districts.

5.2.3.7 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Transport & Related Service Agency to the Excise Officer/ Manager under acknowledge.

5.2.3.8 It shall be the duty of the Transport & Related Service Agency to ensure the disbursement of wages through bank account.

5.2.3.9 The Transport & Related Service Agency shall obtain from the Excise Officer/ Manager or any other authorized representative of the Excise Officer/ Manager, as the case may be, a certificate under his/her signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

"Certified that the amount shown in the column No..... has been paid to the workman concerned in his/her account".

5.2.4 Fines and deductions which may be made from transportation & Related services.

5.2.4.1 The wages of a worker shall be paid to him/her without any deduction of any kind except the following:

- a) Fines
Deductions for absence from duty i.e. from the place or the places where by the terms of his/her employment he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- b) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he/she is required to account, where such damage or loss is directly attributable to his /her neglect or default.
- c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- d) The agency while realizing payment as per clause 5.2.3.4 will only deduct amount of EPF contribution and no other deduction is to be done.

5.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on its part as have been approved of by the Labour Commissioner.

5.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his/her wages until the worker has been given an opportunity of showing cause against such fines or deductions.

5.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

5.2.5 Labour Records.

5.2.5.1 The Transport & Related Service Agency shall maintain a Register of Persons employed on work on contract.

5.2.5.2 The Transport & Related Service Agency shall maintain a Muster Roll register in respect of all workmen employed by it on the work under Contract.

5.2.5.3 The Transport & Related Service Agency shall maintain a Wage Register in respect of all workmen employed by it on the work under contract.

5.2.5.4 Register of accidents – The Transport & Related Service Agency shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full Particulars of the laborer who met with accident.
- (b) Rate of wages.
- (c) Sex.
- (d) Age.
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- (k) Claim required to be paid under Workmen's compensation Act.

- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid
- (n) Authority by whom the compensation was assessed
- (o) Remarks

5.2.5.5 The Transport & Related Service Agency shall maintain a Register of Fines.

5.2.5.6 The Security Agency shall maintain a Register of Deductions for damage or loss.

5.2.5.7 The Transport & Related Service Agency shall maintain a Register of Advances.

5.2.5.8 The Transport & Related Service Agency shall maintain a Register of Overtime.

5.2.6 Attendance card-cum wage slip

5.2.6.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by it.

5.2.6.2 The card shall be valid for each wage period.

5.2.6.3 The Transport & Related Service Agency shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he/she actually starts work.

5.2.6.4 The card shall remain in possession of the worker during the work period under reference.

5.2.6.5 The Transport & Related Service Agency shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

5.2.6.6 The Transport & Related Service Agency shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with it.

5.2.7 Service Certificate

On termination of employment for any reason whatsoever the Transport & Related Service Agency shall issue to the workman whose service have been terminated, a Service Certificate.

5.2.8 Preservation of labour records

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Asst. Manager or Labour officer or any other officers authorized by the Managing Director in his/her behalf.

5.3 Power of labour officer to make investigations or enquiry

The labour officer or any person authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair Wage Clauses and provisions of these Regulations.

He/She shall investigate into any complaint regarding the default made by the Transport & Related Service Agency in regard to such provision.

5.4 Report of Investigating officer and action thereon

The Investigating Officer or other persons authorized as aforesaid shall submit a report of result of its investigation or enquiry to the Manager/Managing Director indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Transport & Related Service Agency's bill be made and the wages and other dues be paid to the labourers concerned. The Officer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

5.5 Inspection of Books and Slips

The Transport & Related Service Agency shall allow inspection of all the prescribed labour records to any of its workers or to his/her agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the State Government on its behalf.

5.6 Submission of Returns

The Transport & Related Service Agency shall submit periodical returns as may be specified from time to time.

5.7 Amendments

The Corporation may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

6. INSURANCE:

Without limiting any of its other obligations or liabilities, the Transport & Related Service Agency shall, at its own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The Transport & Related Service Agency shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Government may suffer or incur with respect to end/or incidental to the same. The Transport & Related Service Agency shall have to furnish originals and/or attested copies as required by the Corporation of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

7. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the Transport & Related Service Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Corporation, municipal board, Government or other regulatory or

Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The Transport & Related Service Agency shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Transport & Related Service Agency 's documents. If the Transport & Related Service Agency shall require any assignee or sub-Transport & Related Service Agency to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the Transport & Related Service Agency agrees as to undertake to save and hold the Corporation harmless and indemnified from and against any/ all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Transport & Related Service Agency or any assignee or sub-Transport & Related Service Agency to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

8. TOOLS:

The Transport & Related Service Agency shall provide at its own cost all tools, appliances, implements etc. required for proper execution of works. The Transport & Related Service Agency shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works at any time and from time to time.

SECTION VIII

SCOPE & SPECIFICATION OF THE WORK

A. Scope of Work:

1. The work involves supply of Transport & Related Service Agency for transportation and relates service work from JSBCL warehouse to Retail shops and demanded by the District excise officer/ District Manager of JSBCL.
2. The quantum of vehicle will be decided by District excise officer/ District Manager of JSBCL.
3. The fitness of vehicle of the Transport & Related Service Agency supplied will be the responsibility of the Transport and related service agency.
4. The Transport & Related Service Agency will be responsible for the security of all stock transported. In case of any loss or theft the same will be recovered from the pending bills/Security Deposit.
5. The Transport & Related Service Agency will have binding to comply with all the relevant rules under the Retail Policy-2022 and Wholesale Policy 2022 issued vide Gazette Notification- 648, dated 31.03.2022 and Notification No - 649, dated 31.03.2022.

SECTION – IX

Sheet 2- Form for Payment Consent for FY-2022-23

Sl. No.	Description	Details provided
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Payment Consent (For per 100 Cases of Liquor)	
	0-8 Kms	Rs.1155/-
	8-20 Kms	Rs.1232/-
	20-40 Kms	Rs.1310/-
	40-80 Kms	Rs.1408/-
	80-100 Kms	Rs.1552/-
	100-140 Kms	Rs.1990/-
	140-180 Kms	Rs.2754/-
	180-220 Kms	Rs.4134/-
	220-Above	Rs.5224/-
<p>I have read and understood the conditions prescribed for providing transportation services as above to the Corporation and am agreeable to the same.</p> <p>I undertake to provide transportation services to the satisfaction of the Corporation from 01.05.2022.</p> <p>Place: _____</p> <p>Date: _____</p> <p style="text-align: right;">Signature: _____</p>		

SECTION – X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

Managing Director,
JSBCL
Jharkhand, Ranchi.

Subject: Authorization for attending bid opening on _____
(date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION XI

10. OTHERS TRANSPORTATION SERVICES CONDITIONS

- 10.1 Transportation Services shall mean transportation of Liquor to various retail shops from the depots of the Corporation situated in the State of Jharkhand, including
- (a) Making available the number and type of vehicles at the premises of the depot as requisitioned by the Corporation;
 - (b) Loading of Cases and Bags from the depot to the vehicle;
 - (c) Transporting Cases and Bags from the depot to the shops as indicated by the Corporation;
 - (d) Unloading Cases and Bags from the vehicle and stacking them at the retail shop as instructed by the shop in charge;
 - (e) Segregating broken and damaged bottles and pouches of Liquor and stacking them separately as instructed by the shop in charge;
 - (f) Such other related activities as may be required from time to time as may be agreed to by the Parties.

10.2 The Corporation, through this tender seeks to avail Transportation Services at the depots, for a period of 3 year from the date of commencement of the Contract.

10.3 Corporation may decide to empanel more than one transporter subject to allotment of work up to maximum 2 (Two) zones.

10.4 In case there are no tenderers for any district, the tenderer of the nearest zone would be asked to provide transportation services.

10.5 The Service provider would use four wheeler commercial vehicles of carrying capacity of around 300 Cases of liquor for transport of one or more permit issued by competent authority.

Scope of Transportation Services to be provided

11 Data on the quantity sold

- 11.1. Tenderers may examine the data of Liquor sold every month during the period from April 2021 to March 2022 in the concerned districts/Zones from where Transportation Services have to be provided.(Annexure I).
- 11.2. Tenderers may note that the data in (Annexure I). is indicative. Actual quantity of Liquor to be transported may vary. The Corporation is in no way responsible for any opinion formed by the Tenderer based on the data in (Annexure I).

12. Liquor to be transported

- 12.1. Liquor to be transported could be in Cases as per the transportation permit issued by competent authority may, considering exigencies of circumstances, decide the mix of Cases to be transported and any such decision of the Corporation shall be binding on the Service Provider.

13 Depots where Transportation Services have to be provided

- 13.1. Transportation Services shall be provided from the JSBCL Storage depots to the Retail Shop. The Corporation may, considering exigencies of circumstances, omit one or more depots where such services have to be provided. Any such decision of the Corporation shall be binding on the Service Provider.
- 13.2. The Corporation may include additional depots from where Transportation Services have to be provided. Any such decision of the Corporation shall be binding on the Provider at the same rates and terms and conditions as in the Contract.

14. Conditions of providing Transportation Services

- 14.1. The frequency of transportation, the number of Cases to be transported, the retail shops to which the Cases have to be transported, the time within which transportation shall be completed and other details may be as decided by the Corporation from time to time.
- 14.2. The Service Provider should be in a position to deploy adequate number of four wheeler commercial Vehicle (Capacity to transport around 300 cases) for transporting Liquor as directed by the JSBCL. No vehicle not declared as aforesaid shall be deployed for transportation.
- 14.3. The vehicles deployed shall be for the exclusive use for transporting Liquor and shall not be used by the Service Provider for any other purpose.
- 14.4. No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
- 14.5. Time is the essence of this contract and the Service Provider shall make available vehicles at 9:00 AM at the depots as per the directions of the Corporation.
- 14.6. Transportation shall be completed by 7:00 PM on the same day. Under no circumstances shall the Corporation allow late transportation of Liquor.
- 14.7. Breakdown of the vehicle transporting Liquor or any disruption other than those caused by natural calamities shall not be an event of Force Majeure. The Service Provider shall make alternate arrangements at his own cost for delivery of Liquor, within the time allowed for transportation.
- 14.8. Frequent delay in the delivery of Liquor may lead to penalty and cancellation of the contract and the Service Provider shall not have any claim on the Corporation in this regard.
- 14.9. The Service Provider shall not assign this contract to any other person. Any such Subcontracting that comes to the notice of the Corporation shall lead to the cancellation of the contract and the Service Provider shall not have any claim on the Corporation in this regard.
- 14.10. Normally, vehicles shall be deployed on all working days of the Corporation. However, the Corporation reserves its discretion to suspend transportation in one or all depots on a day or may require deploying of vehicles on a holiday. The Service Provider shall not be entitled for any compensation for the suspension ordered by the Corporation; nor would he be entitled for any extra payment for transportation on a holiday.
- 14.11. In the event of failure to deploy vehicles as required by the Corporation, the Service Provider shall be liable to pay the difference between the rate paid to any other transporter engaged for that duration and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, not exceeding

0.1 per cent of the Service Charge payable to the Service Provider for the quantity transported by such other transporter, as may be decided by the Corporation from time to time.

- 14.12. The Service Provider shall deploy such devices in the vehicles transporting Liquor, including GPS trackers, one time locking system, digital lock, fast tag etc., as the Corporation may direct from time to time for the secured transportation of Liquor.
- 14.13. Loading of Liquor on to the vehicle shall be accomplished through laborers, arranged by the Service Provider; service partner shall make adequate arrangements for loading of Liquor. Unloading of Liquor from the vehicle shall be accomplished through local labour. The Service Provider shall comply with all statutory requirements in respect of the labour so engaged, including contribution to provident fund. The Corporation shall be indemnified by the Service Provider in this regard.
- 14.14. Damages to bottles and/or Cases of Liquor during loading, transporting, unloading and stacking at the retail shop shall be to the account of the Service Provider. Damages in this context shall include cracks to the bottle or any other deficiency that in the opinion of the Corporation renders the Liquor unfit for human consumption.
- 14.15. The Service Provider shall comply with such directions as may be issued by the Corporation for proper accounting of the stock damaged during transit.
- 14.16. In respect of stock damaged during transit duly accounted for as directed by the Corporation, the Service Provider shall be charged with the maximum retail price for the bottle or Case, less the service charge payable for such damaged Liquor.
- 14.17. In respect of stock damaged during transit not accounted for as directed by the Corporation or stock claimed to be missing during transit, the Service Provider shall be charged with double the maximum retail price for the bottle or Case or pouch or Bag.
- 14.18. The amounts charged in respect of damaged and/or missing stock as above shall be recovered from the Service Provider from the immediate bill payable to him/Security Deposit. In case the bill amount is insufficient for affecting such recovery, the corporation has right to adjust from his security deposits.
- 14.19. Vehicles deployed for transportation of Liquor shall be driven by drivers with adequate experience. The Service Provider shall maintain details of the drivers engaged by him on par with the Know Your Customer norms adopted by banks.
- 14.20. The Corporation reserves its right to deploy its officials as escort officers to accompany the vehicle regularly or occasionally. However, such deployment shall not absolve the responsibility of the Service Provider to deliver Liquor as per the Contract.
- 14.21. All documents or records that may be required under applicable statutory provisions to accompany the vehicle during transportation shall be available at all times in the vehicle. The driver of the vehicle shall, on demand from authorities produce all documents as may be necessary. The Corporation shall not be responsible for any lapse by the Service Provider, who shall at all times keep the Corporation indemnified in this regard.

Payment to Transporter

- 15.1 The payments to the different Category of Transport & Related Service will be made as per following details below: -

S.No.	Transportation & other related services	Payment at per 100 Cases as per Distance travelled in that Month
1	Cost Of Transportation and related services	As per rate given in payment consent (Section-IX)

Period of validity of bids:

- 16.1 Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). A Bid valid for a shorter period shall be rejected by the Managing Director as non-responsive.
- 16.2 The Managing Director, JSBCL reserves the right to request the Highest 3 bidders (H1, H2 & H3) as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify its bid.

17 Signing of Bid:

- 17.1 The bidder shall submit, as a part of its bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of its bid to the bid documents of all the works to be executed by the bidder under the contract.
- 17.2 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

(Note: The tenderer is advised to keep a photocopy (at its own cost) of the bid documents for its own reference)

Method of preparation of Bid:

- 18.1 Bid for each tender should be submitted in two envelopes placed inside a main cover. These envelopes should contain the following:

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security and Tender Fee	Bid Security (EMD) and Tender Fee Demand Draft
Second	Qualifying Bid and payment consent as mentioned in Section- IX	Containing all requisite documents and duly filled Bid document.

On all these envelopes the name of the firm and whether "Bid Security and Tender Fee", 'Qualifying Bid' must be clearly mentioned and should be properly sealed. These envelopes are to be placed inside an outer envelope and properly sealed. The tenders which are not submitted in above-mentioned manner shall be summarily rejected.

18.2 All envelopes must bear the following:

E-EMPANELMENT FOR TRANSPORT & RELATED SERVICE *in the retail shops of JSBCL.*

18.3 The e-empament will be bound by all terms, conditions & specifications as detailed in the tender documents.

18.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the Transport & Related Service Agency in any of the conditions will be permitted after the tender is opened.

BID OPENING AND EVALUATION

19 Opening of Bids by the Corporation:

19.1 The tender committee shall open the bids in the presence of bidders or its authorized representative who choose to attend, at 18/04/2022 at 11 am. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

19.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bids shall be opened in the following manner:

- a) The bid opening Tender committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- b) The envelopes containing the tender offer and not properly sealed as required shall not be opened and shall be rejected outright. Closing the cover with gum will not be treated as sealed cover. The reasons for not opening such bidder offers shall be recorded on the face of the envelope and all the members of the opening committee shall initial with date.
- c) First the outer envelope containing the two envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
- d) Among these two envelopes, the envelope marked "Bid Security and Tender Fee" shall be opened first and examined.
- e) The bidders who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the Tender Opening Committee. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- f) **The technical Bid will be evaluated by Tender Committee. The Transport & Related Service Agency will be declared responsive by Tender committee those who qualify technical criteria.**

20 Clarification of Bids by the Corporation:

To assist in examination, evaluation and comparison of bids, the Managing Director may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

21 Technical Evaluation:

- 21.1 Tender Committee shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 If there is discrepancy between words figures, the amount in words shall prevail. If the Transport & Related Service Agency does not accept the correction of the errors, its bid shall be rejected.
- 21.3 Prior to the detailed evaluation, the Managing Director will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially response bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Managing Director determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid, determined as substantially non-response will be rejected by the Tender Committee and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The Tender Committee may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

22 Evaluation and Comparison of substantially responsive bids:

- 22.1 The Tender committee shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and ranking of the Bidder will be done as per Marks obtained as per details given below.

S.No	Criteria	Min Marks	Maximum Marks
1.	Experience of transportation for at least 3 years from the date of advertisement in a reputed organization. (Minimum 10 Marks for 3 years and then 2.5 marks for each additional year of experience)	10	25
2	Experience of transportation in e-commerce business for least 1 year from the date of advertisment. Minimum marks-10 marks for 1 year and then for each additional year of experience 2.5 marks.)	10	25
3.	Average turnover of at least Rs 1 Crore in the last three consecutive Financial Years from the date of Advertisement. A certified audited financial statement should be enclosed for last three consecutive Financial Years from the date of Advertisement. (Minimum 10 for Rs. 1 Cr and then for each extra 1 Crore turnovers 2.5 marks.)	10	25

4.	The bidder should own not less than ten (10) four wheeler commercial vehicles (Having Capacity of loading of around 300 cases of liquors per Vehicle) in the name of proprietor/company/ partners/firm/director of the participating bidder. The vehicles should not older than four years from the date of issue of NIT. (Minimum 10 marks for 10 four-wheeler commercial vehicles owned by Bidder and then additional 2.5 marks for additional 2 owned Four Wheeler Commercial Vehicles)	10	25
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Note: - Cut off marks for qualified bidder is 70%. As per marks obtained by the eligible Bidders, the bidders will be declared as Highest 1(H1), Highest 2(H2), Highest 3(H3), Highest 4(H4) Highest 5(H5) and so on.

23 Contacting the Corporation:

- 23.1 Subject to clause 17 no bidder shall try to influence the Managing Director on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 23.2 Any effort by the bidder to modify its bid or influence the Corporation in the Corporation's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

24 Award of Contract:

- 24.1 The Managing Director shall consider award of contract only to those eligible bidders whose offers have been found technically acceptable. As per marks obtained bidder who has scored highest marks will be declared Highest 1(H1), second highest marks Highest 2(H2) and so on.
- 24.2 The work will be awarded as per requirements to H1 Bidder.
- 24.3 The H1 Bidder will have to accept the work awarded to it and will not claim for any particular work of its Zone.
- 24.4 If more than one bidder is declared H1 than work will be distributed proportionately as decided by Committee and that will binding on the bidders.
- 24.5 Maximum two Zones will be awarded to same H1 Bidder. If a bidder is declared H1 in more than 2 Zones. The bidder will have a choice any two Zones for award of work. In the remaining Zone the H2 Bidder will be awarded work treating it as H1 and so on.
- 24.6 In no case the Existing Manpower Agency will be awarded the same zone in which it was operating earlier or whose work has been withdrawn by JSBCL for any reason.
- 24.7 The work will be awarded for minimum period of 3 years on same rates and conditions as laid down in tender.
- 24.8 The work will be awarded for total period of 3 years on same rates and conditions as laid down in tender. Annual renewal of Contract is subject to fulfillment of all the terms and conditions and satisfactory performance. Payment rate as given in section IX may be revised after the

proper justification produced by transport service providers based on the increase in fuel prices, minimum wages and others valuables during the annual renewal of the contracts.

25 Managing Director's right to vary quantum of works:

25.1 The Managing Director, at the time of award of work under the contract, reserves the right to decrease or increase the work by the up to 50% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

25.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued work from the existing Transport & Related Service Agency , the Managing Director reserves the right to place repeat work order for up to twelve months.

26 Managing Director right to accept any bid and to reject any or all bids:

The Managing Director reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-sever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Corporation's action.

27 Issue of Letter of intent:

27.1 The issue of letter of intent shall constitute the intention of the Managing Director to enter in to the contract, with the bidder. Letter of intent will be the issued as offer to the successful bidder.

27.2 The bidder shall within 3 days of issue of letter of intent, give its acceptance and then will have to submit Security Deposit.

28 Signing of Agreement:

28.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the Managing Director, JSBCL within a week of submission of Security Deposit as per clause 24.2 above.

28.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder may be converted/adjusted into the Performance security to be deposited by successful bidder, which will be held by the Managing Director till the completion of warranty period.

29 Annulment of Award:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the Managing Director may make the award to any other bidder at the discretion of the Managing Director or call for new bids.

SECTION XII

FORMAT OF AGREEMENT

The agreement made on thisday of (month)(year)between M/s herein after called "Transport & Related Services " (Which expression shall unless excluded by or repugnant to the context, include its successors, the executors, administrative representative and assignee) of the one part & Jharkhand State Beverages Corporation Ltd, hereinafter referred to as Managing Director on behalf of Jharkhand State Beverages Corporation Ltd, on other part.

Whereas Transport & Related Services has offered to enter into contract with Managing Director for Transport & Related Services in various districts under the jurisdiction of Managing Director, Jharkhand State Beverages Corporation Ltd on the terms and conditions herein contained as per terms approved by the Managing Director (copy of Rates annexed) have been duly accepted.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1. The frequency of transportation, the number of Cases to be transported, the retail shops to which the Cases have to be transported, the time within which transportation shall be completed and other details may be as decided by the Corporation from time to time.
2. Ordinarily, the Corporation shall give an advance notice of 24 hours to the Service Provider. The Service Provider may note that exigencies of circumstances may lead to a shorter notice and under no circumstances shall there be a default in providing Transportation Services as requisitioned.
3. The Service Provider should be in a position to deploy adequate number of four wheeler commercial Vehicle (Capacity to transport around 300 cases) for transporting Liquor as directed by the JSBCL. No vehicle not declared as aforesaid shall be deployed for transportation.
4. The vehicles deployed shall be for the exclusive use for transporting Liquor and shall not be used by the Service Provider for any other purpose.
5. No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
6. Time is the essence of this contract and the Service Provider shall make available vehicles at 9:00 AM at the depots as per the directions of the Corporation.
7. Transportation shall be completed by 7:00 PM on the same day. Under no circumstances shall the Corporation allow late transportation of Liquor.
8. Breakdown of the vehicle transporting Liquor or any disruption other than those caused by natural calamities shall not be an event of Force Majeure. The Service Provider shall make alternate arrangements at his own cost for delivery of Liquor, within the time allowed for transportation
9. Frequent delay in the delivery of Liquor may lead to penalty and cancellation of the contract and the Service Provider shall not have any claim on the Corporation in this regard.
10. The Service Provider shall not assign this contract to any other person. Any such Subcontracting that comes to the notice of the Corporation shall lead to the cancellation of the contract and the Service Provider shall not have any claim on the Corporation in this regard.
11. Normally, vehicles shall be deployed on all working days of the Corporation. However, the Corporation reserves its discretion to suspend transportation in one or all depots on a day or may require deploying of vehicles on a holiday. The Service Provider shall not be entitled for

- any compensation for the suspension ordered by the Corporation; nor would he be entitled for any extra payment for transportation on a holiday.
12. In the event of failure to deploy vehicles as required by the Corporation, the Service Provider shall be liable to pay the difference between the rate paid to any other transporter engaged for that duration and the rate payable to the Service Provider under this tender.
 13. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, not exceeding 0.1 per cent of the Service Charge payable to the Service Provider for the quantity transported by such other transporter, as may be decided by the Corporation from time to time.
 14. The Service Provider shall deploy such devices in the vehicles transporting Liquor, including GPS trackers, one time locking system, digital lock, fast tag etc., as the Corporation may direct from time to time for the secured transportation of Liquor.
 15. Loading of Liquor on to the vehicle shall be accomplished through laborers, arranged by the Service Provider, service partner shall make adequate arrangements for loading of Liquor. Unloading of Liquor from the vehicle shall be accomplished through local labour. The Service Provider shall comply with all statutory requirements in respect of the labour so engaged, including contribution to provident fund. The Corporation shall be indemnified by the Service Provider in this regard.
 16. Damages to bottles and/or Cases of Liquor during loading, transporting, unloading and stacking at the retail shop shall be to the account of the Service Provider. Damages in this context shall include cracks to the bottle or any other deficiency that in the opinion of the Corporation renders the Liquor unfit for human consumption.
 17. The Service Provider shall comply with such directions as may be issued by the Corporation for proper accounting of the stock damaged during transit.
 18. In respect of stock damaged during transit duly accounted for as directed by the Corporation, the Service Provider shall be charged with the maximum retail price for the bottle or Case, less the service charge payable for such damaged Liquor.
 19. In respect of stock damaged during transit not accounted for as directed by the Corporation or stock claimed to be missing during transit, the Service Provider shall be charged with double the maximum retail price for the bottle or Case or pouch or Bag.
 20. The amounts charged in respect of damaged and/or missing stock as above shall be recovered from the Service Provider from the immediate bill payable to him/Security Deposit. In case the bill amount is insufficient for affecting such recovery, the corporation has right to adjust from his security deposits.
 21. Vehicles deployed for transportation of Liquor shall be driven by drivers with adequate experience. The Service Provider shall maintain details of the drivers engaged by him on par with the Know Your Customer norms adopted by banks.
 22. The Corporation reserves its right to deploy its officials as escort officers to accompany the vehicle regularly or occasionally. However, such deployment shall not absolve the responsibility of the Service Provider to deliver Liquor as per the Contract.

All documents or records that may be required under applicable statutory provisions to accompany the vehicle during transportation shall be available at all times in the vehicle. The driver of the vehicle shall, on demand from authorities produce all documents as may be necessary. The Corporation shall not be responsible for any lapse by the Service Provider, who shall at all times keep the Corporation indemnified in this regard.

In witness, whereof the parties present have here into set their respective hands and seals the on thisday of (month) (year)

Above written:

Signed sealed & delivered by
the above-named Agency in
the presence of.

Witness:

1.

2.

Signed & delivered on behalf
of the Managing Director, JSBCL.

Witness:

1.

2.

Annexure I

Monthwise Divisionwise Lifting Report of Liquor for FY 2021-22 (in Cases)

Month	Kolhan Division (East Singhbhum, Saraikela, West Singhbhum)	North Chotanagpur Division 1 (Bokaro, Dhanbad, Giridih)	North Chotanagpur Division 2 (Chatra, Hazaribagh, Koderma, Ramgarh)	Palamu Division (Palamu, Garhwa, Latehar)	Santhal Pargana Division (Deoghar, Dumka, Godda, Jamtara, Pakur, Sahebganj)	South Chotanagpur Division (Gumla, Khunti, Lohardaga, Ranchi, Simdega)	Grand Total
Apr	1,58,840	1,85,999	1,22,667	1,24,383	1,19,044	1,75,158	8,86,090
May	71,832	78,147	61,080	64,015	45,461	69,685	3,90,219
Jun	1,17,872	1,21,934	1,05,516	1,05,990	94,235	1,27,509	6,73,056
Jul	88,320	1,19,879	66,714	81,548	75,652	1,09,634	5,41,747
Aug	95,377	1,46,859	63,422	77,741	79,038	1,17,906	5,80,342
Sep	1,08,412	1,69,079	73,726	92,318	90,655	1,33,217	6,67,406
Oct	1,32,273	1,69,632	1,07,652	1,12,494	1,07,492	1,63,443	7,92,986
Nov	1,18,245	1,58,547	93,214	1,09,361	94,234	1,49,168	7,22,769
Dec	1,12,065	1,48,033	88,948	1,05,854	92,437	1,43,146	6,90,483
Jan	1,10,194	1,55,270	87,668	1,01,024	92,109	1,42,902	6,89,166
Feb	1,25,269	1,74,271	1,00,170	1,07,161	96,110	1,53,293	7,56,273
Mar	1,45,564	1,91,273	1,33,424	1,19,212	1,24,095	1,82,221	8,95,788
Total	13,84,260	18,18,921	11,04,200	12,01,100	11,10,561	16,67,281	82,86,323

NEAR RELATIVE CERTIFICATE

I _____, S/O _____,
 R/O _____ hereby certify that none of
 my relative(s) is/ are employed in Corporation unit as per details given in Bid document. In
 case at any stage, it is found that the information given by me is false/incorrect, Corporation
 shall have the absolute right to take any action as deemed fit/ without any prior intimation to
 me “.

Signed _____
 For and on behalf of the Supplier

Name (caps) _____

Position _____

Date _____

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.