

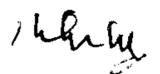
DISTRICT PROJECT MANAGEMENT UNIT (MID - DAY MEAL)
DISTRICT EDUCATION OFFICE, BHADRAK
SHORT TENDER CALL NOTICE FOR ENGAGEMENT OF TRANSPORTING AGENT
UNDER MDM PROGRAMME IN BHADRAK DISTRICT
FOR THE FINANCIAL YEAR, 2019-20.

No. 1762 / Dt. 18/2/19

Sealed Tenders in prescribed format under two bid systems are invited from the intending Registered Firms/ Authorised Licensed Transport Contractors/Agents having valid TIN, PAN, GST registration and clearance certificate, for undertaking transportation of rice under MDM feeding Programme in Bhadrak district for **the financial year, 2019-20**. The intending tenderers may submit their tenders to District Education Office, Bhadrak by Registered Post / Speed Post (through India Post) or even by dropping the same in the drop box kept in the Office of the District Education Officer, Bhadrak during the office hours i.e., from 10AM to 5 P.M from Dt. 18.02.2019 to Dt. 11-03-2019. The last date & time of submitting the tender paper is Dt. 11-03-2019 at 5 P.M. The Tender papers dropped in the Tender Box and received through **Registered Post / Speed Post (through India Post)** will be opened in the Residence Office of the Collector, Bhadrak on Dt. 12-03-2019 at 4 P.M in presence of the Tender Committee of the District and the Bidders or their authorized representatives. The undersigned/ the District Tender Committee shall not be responsible for any postal delay.

The tender papers containing detailed specification with terms and conditions can be obtained by downloading from the Bhadrak District **website: <https://www.bhadrak.nic.in>**. The cost of tender paper is Rs.10,000/- which will be deposited in shape of D.D. in favour of the District Nodal Officer (MDM) – Cum – District Education Officer, Bhadrak and enclosed with the technical bid of the tender. The cost of tender paper is not refundable. The tender received after due date & time shall not be taken into consideration. The undersigned reserves the rights either to reject any or all tenders or cancel the entire process without assigning any reason thereof.


Collector, Bhadrak



TENDER PAPER
DISTRICT PROJECT MANAGEMENT UNIT (MDM),
DISTRICT EDUCATION OFFICE, BHADRAK
TENDER DOCUMENT FOR TRANSPORTATION OF FOOD GRAINS FROM OSCSC DEPOTS OF BHADRAK
DISTRICT TO ALL SCHOOL POINTS FOR THE FINANCIAL YEAR, 2019-20

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Full Signature of the Tenderer
with Seal & Date.

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DISTRICT PROJECT MANAGEMENT UNIT (MID - DAY MEAL)

DISTRICT EDUCATION OFFICE, BHADRAK

**TERMS AND CONDITIONS OF THE TENDER FOR TRANSPORTATION OF MDM FOOD
STUFF FOR THE YEAR, 2019-20.**

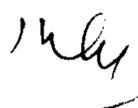
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1. General Information:-

- 1.1 The transporting agent shall be appointed for handling and transporting MDM food grains from the OSCSC depots of Bhadrak district to all school points of Bhadrak district which includes 7 Blocks and two Municipalities.
- 1.2 Cost of Tender Paper: - Rs.10,000/- (inclusive of GST).
- 1.3 Deposit of cost of Tender Paper: - The cost will be submitted by the Tenderer in shape of Demand Draft drawn in favour of the District Nodal Officer (MDM) – Cum-District Education Officer, Bhadrak and payable at Axis Bank, Bhadrak.
- 1.4 Last date & time for receipt of Tender Paper: - Date 11-03-2019, Time 5 PM.
- 1.5 Date & Time of opening of Tenders: - Date 12-03-2019, Time 4 PM.
- 1.6 Original documents as per the Check list (Annexure-II) shall be produced by the Tenderers on the date and time of opening of Tenders for verification by the District Tender Committee.
- 1.7 If the last date for receipt of Tender Paper or the date on which Tender is scheduled to be opened falls on holiday, the next working day shall be the date for receipt of Tender Paper and opening of Tender Paper as the case may be.
- 1.8 The Tender Paper consists of **23** pages (including Annexures).
- 1.9 The Tender Paper & Tender Document is available in the District **website:**
<https://www.bhadrak.nic.in>.

Full Signature of the Tenderer
with Seal & Date.

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2. General Instructions and Guidelines for the Tenderer:-

- 2.1. The Tenderer shall read all the instructions and guidelines carefully before filling the Tender Document and submitting the same.
- 2.2 All the instructions, guidelines and the Tender paper shall form part of the Agreement.
- 2.3 In case the cost of the Tender Paper, EMD and any document as per the Annexure-II is not enclosed to the Technical Bid, the Tender Paper shall be rejected.
- 2.4 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer for workable rate for transportation of MDM rice.
- 2.5 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for transportation of MDM rice.
- 2.6 The Tenderer will have to transport food grains under MDM Programme from Food Storage Depots of OSCSC Ltd., Bhadrak to all schools of the district located at 7 Blocks & two Municipalities.
- 2.7 Tenders not accompanied with, all the Schedules and Annexures/not duly filled in & signed or not attested by the Notary Public, shall be liable for rejection.

3. Definitions: -

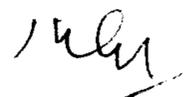
- 3.1 The term "Contract" shall mean and include the notice inviting Tender, the invitation to Tender, incorporating the instruction to Tender, the Tender documents, its (Annexures and schedules, acceptance of Tender, agreement and such general and special conditions as may be added to it as & when required.
- 3.2 The term "Tenderer" shall mean and include the person or persons, HUF, firm or company with whom the contract has been made including their heirs, executors, administrators, successors and their Authorized Person, as the case may be.
- 3.3 The terms "District Tender Committee" shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Transport agent and to take decision on all the related matters.
- 3.4 The term "Rice" shall mean and include the custom milled rice or rice packed by custom miller in 50 kg. Jute gunny bags after milling of the paddy.
- 3.5 The term transporting agent shall mean & include an Agent appointed by the Collector and District Magistrate, Bhadrak for Transportation of Food grains under MDM Programme.

4. Handling & Transporting Services of Transporting Agent at OSCSC Depot & School Points:-

- 4.1 **Services at Food Storage Depot of OSCSC, Bhadrak:** Loading of food grains to the Vehicles at Food Storage Depot, OSCSC, Bhadrak. Transportation of stock from Food Storage Depot, OSCSC, Bhadrak to school points of different Blocks/ULBs of the District.

Full Signature of the Tenderer
with Seal & Date.

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- 4.2 **Services at School Points:** Unloading of stock from the vehicle, weighing of stock by electronic/ manual weighing scale and delivery to H.M. of the school. The Tenderer shall arrange required number of labourers and weighing scale. In no case short supply or delivery shall be made by the agent to the school.
- 4.3 The stock of Food grains will be in 50 Kgs/100 Kgs bag or in packet of any weight.
- 4.4 Transporting Agent shall quote the rates for Handling & Transport operation being acquainted with prevailing condition at Food Storage Depot, OSCSC, Bhadrak, relating to matters such as trucks union, requirement of vehicle (Heavy, Medium, Light), labour union, condition of roads, ghat roads, short distance, Handling & transportation operation within a specified time, number of school points to be covered, quantity of stock to be handled and transported, weighing of stock, inaccessible pockets, natural barriers, rate of handling charges of the labourers at Food Storage Depots, OSCSC, Bhadrak and at school points. He/ she shall consider all these factors and also all other factors as may be necessary for quoting his/her effective rate. The Tenderer has to assess the requirement to utilize small vehicles for transporting of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.
- 4.5 The rate quoted by the Tenderer for the Handling and Transporting operation shall include the cost of weighing of food grains at the point of receipt and delivery.

5. Quoting of rates:-

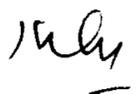
- 5.1 The rate of transportation should be quoted per quintal at flat from Food Storage Depots, OSCSC, Bhadrak to different school points of the district keeping in view ceiling limit of Govt. i.e., Rs. 75/- per quintal irrespective of kilometre under MDM Programme.
- 5.2 The Tenderer are required to quote the rate per quintal, inclusive of cost of all the services required for Handling & Transportation operation in the prescribed format of the Price Bid.
- 5.3 The eligible Tenderer quoting the lowest rate per quintal shall be considered.

6. Requirement of vehicles:-

- 6.1 For transportation of MDM food grains from OSCSC Depots of Bhadrak District to all school points of 7 Blocks & 2 Municipalities, the Tenderer should have minimum 7 (seven) trucks owned/leased in his own name or in the name of the bidding registered firm or family members. The Tenderer shall have to submit Xerox copy of R.C. Books in case of transport vehicles owned by him/her and copy of lease agreements in case of hired vehicles.
- 6.2 The vehicles should be suitable for transportation of Food grains.
- 6.3 The vehicles should have State or District permit for transportation.

**Full Signature of the Tenderer
with Seal & Date.**

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6.4 The vehicle has to be registered in the name of the Tenderer till the end of the Agreement. In case the vehicle is required to be disposed of in between the Agreement period, the same shall be made on prior intimation to the District Nodal Officer (MDM), Bhadrak with substitute of a suitable vehicle in the name of the Tenderer along with its documentary evidence.

6.5 The Tenderer has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

6.6. **The Tenderer should not be a Rice Miller.**

7. Tender process:-

7.1 Tenderers participating in the Tender process shall submit a technical bid & price bid in response to the Tender Call Notice.

7.2 Earnest Money Deposit (EMD), Technical Bid & Price Bid shall be contained in separate sealed envelopes clearly marked "EMD", "Technical Bid" & "Price Bid" as per norms specified below.

7.2.1 FIRST sealed Envelope will contain only the EMD. This envelope shall be marked: "PART-I – EMD"

7.2.2 SECOND sealed Envelope will contain the Technical Bid (Annexure-I), Check List (Annexure-II) & Declaration (Annexure-III). This envelope shall be marked: "PART-II – TECHNICAL BID"

7.2.3 THIRD sealed Envelope will contain the Price Bid (Annexure-IV), this envelope shall be marked "Part-III – PRICE BID".

7.2.4 FOURTH sealed Envelope will contain all the THREE envelopes sealed separately i.e. EMD, TECHNICAL BID & PRICE BID with superscription "TENDER FOR APPOINTMENT OF S & T AGENT IN BHADRAK District".

7.3 ENVELOPE CONTAINING TECHNICAL BID WILL BE OPENED FIRST AND SCRUTINIZED ON THE DAY OF OPENING OF TENDER PAPER.

7.4 THE PRICE BID OF THE TENDERER WHO WILL BE QUALIFIED ON SCRUTINY OF TECHNICAL BID SHALL BE CONSIDERED AND OPENED ON THE SCHEDULED DATE & TIME.

8. Others:-

8.1 The contract, if any, which may eventuate from this Tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions to the Tenderer and provisions contained in the Tender documents.

8.2 The instructions to be followed for submitting the Tender papers are set out below:

8.3 **Information about Tenderers:** The Tenderers must furnish full, precise, correct and accurate details of information asked for in the Tender documents, Technical Bid & Price Bid.

**Full Signature of the Tenderer
with Seal & Date.**

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- 8.4 **Signing of Tender Papers:** Person or persons signing the Tender Papers shall state in what capacity, he/she is or they are signing the Tender, e.g. as sole proprietor of a firm or as a Secretary/Manager/Director etc., of a Limited company or as a partner of a partnership firm or Karta of HUF. The names of all the partners and Directors should be disclosed and the Tender shall be signed by all the partners or any partner duly Authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. An attested copy of the partnership deed shall be furnished with the Tender Papers. In 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 limited company. A copy of the Memorandum and Articles of Association of the Company along with copy of the resolution of the company authorizing the person who will sign the Tender Paper on behalf of company shall be attached to the Tender document. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the HUF, shall sign the Tender and indicate his status below his signature.
- 8.5 The persons signing the Tender Paper or any document forming part of the Tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he/she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said registered Power of Attorney, his / her Tender Papers shall be liable for rejection, without prejudice to any other rights of the DPMU, under the Law.
- 8.6 The "Power of Attorney" shall be executed by all the partners in the case of partnership concern; by the proprietor in the case of a proprietary concern, and by the person who by his/her signature can bind the company in the case of a limited company. In the case of Hindu Undivided Family "Power of Attorney" shall be executed by the Karta of the family who by his/her signature can bind the HUF.
- 8.7 The successful Tenderer shall ensure that the necessary documents authorizing the person who has signed the Tender to bind his/her firm or the company or HUF have been filed and registered as per the provision of law.
- 9. Earnest Money Deposit (EMD):-**
- 9.1 Tender paper must be accompanied by an EMD of Rs.5,00,000/- (Rupees Five Lakh) only for S & T Agent in the form of Demand Draft/Bankers Cheque issued by any Nationalized/Scheduled Bank and drawn in favour of District Nodal Officer(MDM), DPMU, Bhadrak payable at Axis, Bank, Bhadrak In case the Tender Paper submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

**Full Signature of the Tenderer
with Seal & Date.**

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- 9.2 EMD shall be forfeited in case the successful Tenderer fails to furnish the requisite security deposit by the date prescribed by the District Nodal Officer (MDM), Bhadrak for execution of Agreement and to take up the work, without prejudice to any other rights and remedies under the contract and law.
- 9.3 EMD shall be refunded to all unsuccessful Tenderers.
- 9.4 No interest shall be payable on the amount of earnest money.
- 9.5 In case the L-1 rate is not workable and S & T Agent is selected on cross negotiation, then the EMD of the L-1 Tenderer shall be refunded.

10. Security Deposit:-

- 10.1 The Security Deposit shall be **Rs.50,00,000/- (Rupees Fifty Lakh)** only which shall be deposited by successful bidder in shape of a Fixed Deposit issued from any Nationalized Bank duly pledged in favour of the District Education Officer-Cum-District Nodal Officer (MDM), Bhadrak for the entire agreement period or such period as will be decided by the District Nodal Officer (MDM), Bhadrak.

11. Solvency Certificate:-

- 11.1 A valid solvency certificate for **Rs.20 lakh** issued by the competent authority in favour of the Tenderer must be furnished along with the tender paper.
- 11.2 The tender not accompanied by a valid solvency certificate shall be liable for rejection.

12. Experience of the Tenderer:-

- 12.1 Certificate of past experiences & performance if any of the Tenderer in Transporting rice or any food materials from Govt. organisation will be submitted along with the Tender Paper.

13. Income Tax/ Sale Tax Clearance Certificate:-

- 13.1 The tenderers have to furnish latest Clearance Certificate from the Competent Authority of Income Tax/ Sale Tax to the effect that he or his firm has no outstanding dues for payment towards Income Tax/ Sale Tax.

14. Vehicle License for Agent/Tenderer:-

Each tenderer shall submit the valid Common Carriers Licence owned by him/her under the **Carriage by Road Act, 2007 & Carriage by Road Rules, 2011** along with the tender paper.

15. Delivery of Tender Documents:-

- 15.1 The Tenderers shall submit Tender documents duly filled in, complete and signed on each page in a sealed envelope being superscribed as "Tender for appointment of S & T Agent under MDM Programme of Bhadrak District".
- 15.2 Tender document shall be accompanied with the document of EMD and Tender Paper Cost. The amount shall have to be in the form of Demand Draft/ Bankers Cheque issued by any Nationalized/Scheduled Bank in favour of District Nodal Officer (MDM) - Cum - District Education Officer, Bhadrak.

**Full Signature of the Tenderer
with Seal & Date.**

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- 15.3 All credentials, documents and copies of certificate/information called for shall be submitted along with the Tender papers duly signed and attested by the Notary Public.
- 15.4 The rate of Transportation shall be a consolidated one.
- 15.5 The Tenderer shall quote a “**SINGLE RATE PER QUINTAL**” inclusive of charges for all services such as charges of handling, loading, unloading and weighing at OSCSC Rice Depots of Bhadrak District and school points.
- 15.6 No extra cost beyond the quoted rate per quintal shall be allowed after the finalisation of the tender.

16. Opening of Tender Paper:-

- 16.1 The Tender Paper shall be opened in the **chamber of the Resident Office of the Collector and District Magistrate Bhadrak district** on the date and time specified. The Tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the Tenderer before opening of Tender.
- 16.2 If the last date for receipt and opening of Tender Paper happens to be a holiday, Tender Paper will be received & opened on the next working day following the holiday.

17. Quoting of same rates by more than one Tenderer & negotiation with Tenderers:-

- 17.1 The lowest rate quoted by the Tenderer cannot be treated as accepted, if not workable, as per the decision of the District Tender Committee. The decision of the District Tender Committee is final and binding.
- 17.2 Quoting of same rates by more than one Tenderer, could be construed as an exceptional circumstance. In such cases, all the Tenderers who have quoted the lowest rates shall be called for negotiation and revised rates shall be obtained in the sealed cover, to be opened in the presence of Tenderers & L-1 rate shall be declared basing on the revised rates obtained.
- 17.3 The District Tender Committee reserves the right to negotiate with the L-1 Tenderer to come to workable rate.
- 17.4 The District Tender Committee reserves the right to have cross negotiation with all the qualified Tenderers of the district, if required to finalise the workable rate for S &T Agent.
- 17.5 In case single Tender is received from the S &T Agent or a single Tenderer is qualified after scrutiny of Technical Bid, the District Tender Committee reserves the right to negotiate the rate with the Tenderer to reach on a workable rate or have cross negotiation with all the qualified Tenderers of the district to finalise the workable rate for S &T Agent.

**Full Signature of the Tenderer
with Seal & Date.**

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- 17.6 The District Tender Committee reserves the right to utilize more than one S & T Agent for operation as per the requirement. The decision of the District Tender Committee shall be final and binding in this aspect.
- 17.7 In case the approved S & T Agent fails to provide services, the District Tender Committee shall negotiate with other qualified Tenderers to make alternative arrangement.
- 17.8 While the agreement with the S & T Agent is in force, the Collector, Bhadrak reserves the right to make alternative arrangement for operation, in case the S & T Agent fails to do the assigned work within the scheduled time for timely and effective transportation of stock in the interest of the MDM Programme. Such requirement shall be decided by the Collector, Bhadrak, whose decision shall be final and binding on the S & T Agent. The approved S & T Agent shall have no right to claim any compensation on such operation.
- 17.9 In case no Tender is received or no S & T Agent is finalized for Transportation of MDM Rice from OSCSC Depots of Bhadrak District, the District Tender Committee, Bhadrak can take appropriate decision to solve the situation.

18. Corrupt Practices:-

- 18.1 Canvassing in any form on the part or on behalf of the Tenderer shall also make his Tender liable for rejection.

19. Liability for Personnel:

- 19.1 All persons employed by the S & T Agents shall be treated as their own employees/workers in all respects and the responsibility under the Workmen's Compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour (Regulation & Abolition) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the S & T Agent. The S & T Agent shall be bound to indemnify the Collector, Bhadrak against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the S & T Agent or not.
- 19.2 The S & T Agent shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act, 1952, and the scheme framed there under in respect for the labour employed by him. The S & T Agent shall recover the amount payable by such employees and deposit the same with concerned PF authorities. If, on account of the default of the S & T Agent in making such payments or for any other reason, the District makes such contributions on behalf of the S & T Agent, the Collector, Bhadrak shall be entitled to set off against the amount due to the S & T Agent, the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by

**Full Signature of the Tenderer
with Seal & Date.**

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the S & T Agent. The S & T Agent shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, prescribed and/or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the Collector, Bhadrak or an Office authorized by him or acting on his behalf.

19.3 In complying with the said enactments or any statutory modifications thereof, the S & T Agent shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments/Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

20. Delays, Strikes etc.: -

20.1 The S & T Agent shall be responsible for delays in Transportation operation which may arise on account of any reason.

20.2 Strikes by S & T Agent's workers on account of any dispute between the S & T Agent and their workers as to wages or to otherwise, shall not be deemed to be a reason beyond the S & T Agent's control and the S & T Agent shall be responsible for any loss or damage to which the District Project Management Unit (MDM), Bhadrak may suffer on this account.

21. Liability of S & T Agents for losses etc., suffered by DPMU:-

21.1 The S & T Agent shall be liable for all costs, damages, charges and expenses suffered or incurred by the DPMU for any services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses occurred to the DPMU due to any act whether negligence or otherwise of the S & T Agents himself/herself or his/her employees. The decision of the Collector, Bhadrak regarding such failure of the S & T Agent and his/her liability for the losses, etc. suffered by DPMU shall be final and binding on the S & T Agent.

21.2 The Collector, Bhadrak shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to S & T Agent's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the S & T Agent under this or any other contract with the Collector, Bhadrak as aforesaid, the balance of the total sum claimed and recoverable from the S & T Agent as aforesaid shall be deducted from the security deposit furnished by the S & T Agent. If this sum is also found not to be sufficient to cover the full amount claimed by the Collector, Bhadrak, the S & T Agent shall pay to the Collector, Bhadrak on demand, the remaining balance of the aforesaid sum claimed.

**Full Signature of the Tenderer
with Seal & Date.**

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21.3 In the event of default on the part of the S & T Agent in providing labour, sufficient trucks etc. and/or his/her failure to perform any of the services mentioned in this document efficiently and to the entire satisfaction of the District Nodal Officer (MDM), Bhadrak or any officer acting on his behalf, the Collector, Bhadrak shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the S & T Agent a sum of such Rupees as decided.

22. Set off:

22.1 Any sum of money due and payable to the S & T Agent (including security deposit returnable) under this contract may be appropriated by the Collector, Bhadrak and set off against any claim of the Collector, Bhadrak for the payment of any sum of money arising out of or under any other contract made by the S & T Agent with the Collector, Bhadrak.

23. Interviews and acceptance of Tender:-

23.1 The Tenderer is required to proceed to the office of the Collector, Bhadrak or any officer authorised by the Collector for the above purpose at his/her own expenses and without any obligation, if called.

23.2 The Tender Committee reserves the right to reject any or all tenders without assigning any reason thereof and does not bind itself to accept the lowest or any tender.

23.3 The successful Tenderer shall be intimated about the acceptance of his/her tender by a letter/fax/e-mail/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

24. Execution of Agreement:-

24.1 The successful Tenderer shall enter into an agreement with the Collector, Bhadrak in the prescribed format.

24.2 The agreement shall be typed on a Non-judicial stamp paper of Rs. 100/- only.

24.3 Execution of agreement shall be made on furnishing of required security deposit and two passport size photograph duly attested by any Gazetted Officer.

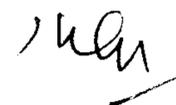
24.4 The agreement shall be executed within 7 days of the intimation of acceptance of tender by the Tender Committee, failing which the contract shall be liable to be rescinded solely at the discretion of the Collector, Bhadrak. In such case the Earnest Money deposit of the Tenderer shall stand forfeited at the discretion of the Collector.

25. Period of Contract:-

25.1 The contract shall remain in force for a period of one year from the date of execution of Agreement or such later date as may be decided solely by the Collector, Bhadrak.

Full Signature of the Tenderer
with Seal & Date.

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- 25.2 The Collector/District Nodal Officer (MDM), Bhadrak reserves the following rights.
- a) To extend the period of contract for any further period beyond the original contract period of one year on the same rates, terms and conditions;
 - b) To terminate the contract at any time during its currency without assigning any reasons thereof by giving seven days notice in writing to the S & T Agent at their last known place of residence/business/Postal Address/E-mail and the S & T Agent shall not be entitled to any compensation by reason of such premature termination.
 - c) To award similar works on the basis of said contract on mutual agreement with other S & T Agent.

26. Summary Termination:-

- 26.1 In the event of the S & T Agent having been adjudged insolvent or going into liquidation or winding up his/her business or making arrangements with his/her creditors or failing to observe any of the terms and conditions governing the contract, the District Nodal Officer(MDM), Bhadrak with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the S & T Agent and to claim from the S & T Agent any resultant loss sustained or costs incurred.
- 26.2 Non-performing/defaulting S & T Agent may be suspended/ banned for trade relation/black listed for a period up to 2 years based on the gravity of non-performance/default of the S & T Agent, by the District Education Officer-cum-District Nodal Officer (MDM), DPMU, Bhadrak with approval of the District Collector.
- 26.3 The District Education Officer-cum-District Nodal Officer (MDM), DPMU Bhadrak with the approval of the Collector shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the terms and conditions of the contract and to get the work done for the unexpired period of the contract, at the risk and cost of the S & T Agent and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the DPMU due to the S & T Agent's negligence or unwork-man like performance of any of the services under the contract.
- 26.4 The S & T Agent shall be responsible to supply adequate and sufficient labour, weighing scales/trucks/carts/any other transport vehicle for loading/unloading, transport & carrying out any other services under the contract in accordance with the instructions issued by the Collector, Bhadrak or an officer acting on his behalf within the time specified. If the S & T Agent fails to supply the requisite number of labour, weighing scales and trucks in due time, the Collector, Bhadrak shall, at his sole discretion without terminating the contract be at liberty to engage other labour,

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scales, trucks etc. at the risk and cost of the S & T Agents, who shall be liable to make good to the DPMU. All additional charges, expenses, cost or losses that the DPMU may incur or suffer thereby shall be deducted from the security deposit of the S & T Agent. The S & T Agent shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Collector, Bhadrak shall be final and binding on the S & T Agent.

27. Volume of Work:-

- 27.1 Approximate quantity of rice/ food stuff to be transported in a month is 4000 (Four Thousand) quintals.
- 27.2 The Collector, Bhadrak does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract.
- 27.3 The mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the S & T Agent to demand that the work relating to all or any item thereof at the concerned specified S & T Agent should necessarily or exclusively be entrusted to him/her.
- 27.4 In case the approved transport S & T Agent fails to transport Food grains during currency of the agreement due to any reason, the Collector, Bhadrak shall have the right to rescind contract forthwith and/or take any other steps including imposition of penalty to the S & T Agent. In that event the Collector, Bhadrak shall have the right to make alternative arrangement.

28. Subletting:-

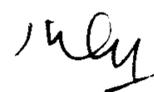
- 28.1 In no case the S & T Agent shall sublet, transfer or assign the contract or any part thereof to anybody else and also shall not appoint any attorney holder to manage transportation of food grains from OSCSC Depots to all school points of Bhadrak district on his behalf.
- 28.2 In the event of the S & T Agent contravening this condition, the Collector, Bhadrak shall be entitled to place the contract elsewhere on the S & T Agent account and at his/her risk and the S & T Agent shall be liable for any loss or damage, which the DPMU may sustain in consequence or arising out of such replacing of the contract.

29. SUBMISSION OF BILLS & PAYMENT:

Payment shall be made as per appropriate rate incorporated in the agreement. The District Nodal Officer (MDM), Bhadrak shall make payment of the bills of S & T Agent as per approval of the competent authority subject to delivery of stock and Production of printed serially numbered delivery challans duly acknowledged by the H.M./MDM in-charge teacher of the school. The District Nodal Officer (MDM), Bhadrak shall have the right to deduct and adjust any amount found recoverable towards loss or damage or both with due approval of the Collector, Bhadrak. No advance payments will be made under any circumstances. Income Tax (TDS) shall be recovered from the bills of S & T Agent at the applicable rate.

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30. DUTIES & RESPONSIBILITIES OF S & T AGENT:-

- 30.1 The S & T Agent shall be required to supply/ deploy requisite no. of Transporting light and heavy vehicles to the DPMU (MDM) for transporting MDM food grains, to be lifted by the ABEO (MDM) of the concerned Block as Lifting Officer.
- 30.2 Two WhatsApp groups i.e., one at District level and another at Block level should be constituted for sharing information on distribution of MDM food stuff on real time basis. The District Education Officer, Civil Supplies Officer, Assistant Civil Supplies Officer, Procurement Inspector in-charge, Block Education Officers, Assistant Block Education Officers (MDM) & the District MDM Programmer will be included in District level WhatsApp group. Similarly, the Block Education Officers, Assistant Block Education Officers (MDM), Marketing Inspectors, all CRCCs & all Data Entry Operators (MDM) shall be involved in Block level WhatsApp group.
- 30.3 The transporting vehicles are to be fitted with the GPS with approval of the Collector. The GPS-ID & Pass Word would be shared with all officials concerned. The S & T Agent is required to fit the GPS system with his transporting Vehicles.
- 30.4 No lifting of MDM food stuffs from OSCSC depot of this district would be allowed after 12 Noon at any cost. The Depot in charge would be required to post the Gate Pass in the WhatsApp groups alerting all concerned. At the end of the day the concerned CRCCs must report regarding status of distribution of MDM food stuff in Block level WhatsApp group and the BEO/ABEO (MDM) must share the status in the District level WhatsApp group at the end of the day, preferably by 7 P.M.
- 30.5 Lifting of MDM food stuff from OSCSC depots, Block-wise and lot-wise, shall be made (according to the prospect of instantaneous distribution without any transit) under the authority of ABEOs (MDM) of the concerned Blocks as lifting officer. The ABEO (MDM) who is the lifting officer, will be responsible for any lapses in distribution process along with the concerned CRCCs.
- 30.6 The ABEOs (MDM) of the concerned Blocks after lifting MDM food stuffs on daily lot-basis, would be required to make cluster-wise delivery of the food stuff on the spot to the concerned CRCCs and who in turn accompany the light vehicles deployed by the S & T Agent, en-route to their own clusters and deliver school-wise quota of the MDM food stuff to the concerned Headmasters on proper acknowledgement and on proper weighment by the weighing machine, supplied earlier or otherwise.

Provided that the ABEO (MDM) shall be allowed to accompany the transport vehicles deployed by the S & T Agent, from the OSCSC depots to the designated Block Headquarter schools (to be declared by the District Education Officer on approval of the Collector), wherefrom the cluster wise required quota are to be distributed among concerned CRCCs, ~~the~~ the concerned CRCCs will be required to accompany the cluster wise light vehicles to be deployed by the S & T Agent for distribution of food stuff among school points under their direct supervision. The Headmasters would be required to receive MDM food stuff on proper weighment and acknowledgment.

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with Seal & Date.**

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- 30.7 There shall be no transit and no halting of MDM rice loaded vehicles of the S & T Agent anywhere in between the OSCSC depot and the designated school points. The daily lot of lifted MDM food-stuffs would be distributed among school points on the same day as per the diversion chart/route chart prepared by the concerned Block Education Officer. However, for the inadvertency, not beyond the control of the ABEOs (MDM), the vehicle loaded with MDM food stuffs, must be parked safely inside the local Police station (or) any other Govt. school for a time period till the next working day with the knowledge of the IIC of concerned Police Stations, ABEO (MDM) and BEO concerned.
- 30.8 Overall MDM operation shall be monitored by the MDM section of the District Education Office.
- 30.9 The ABEO (MDM) shall take care not to lift/ receive bad, unwholesome, damaged stock of food grains, unfit for human consumption. The Collector/ District Nodal Officer (MDM), Bhadrak (or) such authority, as assigned by the Govt. / Collector retains the right not to accept the same on inspection.
- 30.10 Other provisions, as enunciated in the Standard Operating Procedure of the Govt. in the Department of the School & Mass Education would be held good over and above the stipulations contained in paras above.

31. Instruction to fill up the Technical Bid:-

- 31.1 The Tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid (*Annexure-I*) and submitting the same at District Project Management Unit, Bhadrak.
- 31.2 The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.
- 31.3 The Technical Bid has to be filled neatly and there shall be no overwriting.
- 31.4 All the columns of the Technical Bid have to be filled. Column which is not required to be filled by a Tenderer, a cross mark (X) has to be given against that Column.
- 31.5 The tenderer shall affix a self attested pass port size photograph on the Technical Bid at the specified space.
- 31.6 The Tenderer shall enclose the cost of Tender Paper.
- 31.7 The Tenderer shall enclose the cost of EMD of requisite amount.
- 31.8 All the documents as per the Check List (*Annexure-II*) have to be submitted.
- 31.9 Conditional Bid shall not be accepted.
- 31.10 In case any Forged Documents, noticed during verification of documents or period of Agreement, the EMD & Security Deposit, as the case may be shall be forfeited.
- 31.11 The Tenderer shall submit a declaration stating the fact that he has agreed to the conditions, terms and other details of the Tender Paper and Documents (*Annexure-III*).

**Full Signature of the Tenderer
with Seal & Date.**

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31.12 The Tender Paper, Tender Document, Technical Bid and copy of the documents (Annexure-II) & declaration (Annexure-III) have to be signed by the Tenderer.

31.13 Documents to be enclosed as per Annexure have to be attested by the Notary Public.

32. Instruction to fill up the Price Bid:-

32.1 The rate of Transportation shall be a consolidated one.

32.2 The Tenderer shall quote a SINGLE RATE PER QUINTAL.

32.3 The instruction to fill up the Price Bid (Annexure-IV) to be read carefully by the Tenderer before filling the Price Bid.

32.4 The rate shall be per quintal for each S & T Agent irrespective of distance covered from OSCSC Depots of Bhadrak District to all School points of each tagged Block.

32.5 The Tenderers are required to quote the rate per quintal, inclusive of cost of all the services required for Transportation operation in the prescribed format of the Price Bid.

32.6 Format for quoting the rates shall be submitted separately in a sealed cover, superscribing "PRICE BID (Annexure- IV)".

32.7 Envelope containing TECHNICAL BID will be opened first and scrutinized on the day of opening of tender paper.

32.8 Only the PRICE BID of a qualified tenderer on scrutiny of TECHNICAL BID shall be considered and opened.

33. Jurisdiction of the Court:-

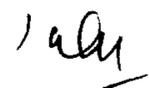
33.1 In the event of any dispute covering or arising out of this contract/agreement the jurisdiction of the court shall be at District Headquarter for the district for which the S & T Agent has been appointed. It is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside District Headquarter.

33.2 It is expressly agreed & declared by & between the parties hereto that all amounts due to the DPMU under the terms of agreement, if not paid in time be recoverable under Orissa Public Demand Recovery Act-1962 (Orissa Act-1 of 1963) or through civil court & shall bear interest @ 11% per annum from the date when such payment falls due up to the date of final recovery. Besides criminal action shall also be taken against the defaulting S & T Agent in appropriate court of law within the State of Orissa following the provisions of Law in force.


Collector, Bhadrak

Full Signature of the Tenderer
with Seal & Date.

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Annexure-I
TECHNICAL BID

**FOR APPOINTMENT OF S & T AGENTS FOR TRANSPORTATION OF MDM FOODGRAINS FROM OSCSC
DEPOTS OF BHADRAK DISTRICT TO ALL SCHOOL POINTS OF BHADRAK DISTRICT**

Space for fixing
self attested
recent passport
size photograph

1. Name: _____
 2. Details of Earnest Money Deposit: BD No. _____
Date _____ of Rs.5,00,000/- of _____ Bank payable
at _____
 3. Name of Proprietor /Partner/
Company / Karta of HUF /: _____
(Names of all Directors /
Partners & members of HUF shall be mentioned) _____

 4. Full Address of Registered _____
Office (with Pin Code) & Police Station _____

- Telephone No. _____
- Mobile No: _____
- FAX No.: _____
- E-Mail Address: _____

**Full Signature of the Tenderer
with Seal & Date.**

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5. Full address of Operating /

Branch Office: (with Pin Code)

& Police Station _____

Telephone No. : _____

Mobile No.: _____

FAX No.: _____

E-Mail Address: _____

6. Name, Telephone no. / _____

Mobile No. / E-mail address of: _____

Authorized officer/person to _____

Coordinate with the office of the _____

District Nodal Officer (MDM) – District Education Officer, Bhadrak.

7. Banker of the Tenderer: _____

(Attach certified copy of statement of _____

A/c for the last six month) _____

Address & Telephone Number

of Banker _____

**Full Signature of the Tenderer
with Seal & Date.**

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8. List of movable properties in the name of the Tenderer.

Sl. No.	Particulars	Details of properties	Approximate Market Value (In Rs.)
1.	Light Vehicle		
2.	Heavy Vehicle		
3.	Fixed Deposit		
4.	Bank Deposit		
5.	Security Deposit		
6.	Other		

(Attach separate sheet, if required)

9. List of Immovable Properties in the name of the Tenderer:

Sl. No.	Particulars	Details of properties					Approximate Market Value (In Rs.)
		Khata No.	Plot No.	Mouza	R.I. Circle	Tahasil	
1.	Residential Building						
2.	Office / Commercial Building						
3.	Agriculture Land						
4.	Land in Urban Area						
5.	Plant & Machineries						
6.	Other						

(Attach separate sheet, if required in any of the above points)

**Full Signature of the Tenderer
with Seal & Date.**

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10. Details of 7 Transport Vehicles (Trucks).

Registration number of vehicle	Fitness Certificate Number, if any	Type of Vehicle (Heavy, Medium, Light)

11. PAN No. & year of filing the latest return: _____
12. Registration No in the case of Company: _____
13. Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending.
14. Additional information, if any _____

(Attach separate sheet, if required)

I do hereby undertake that, I am agreed to the terms and conditions of the Tender Paper and Document and have quoted the rate for transporting & handling operation at OSCSC depots and school points. I have enclosed the required documents duly signed and attested by the Notary Public as specified in *Check list (Annexure-II)*.

Date:

Signature of Tenderer / Authorized person

Place:

Name:

Seal:

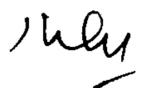
Telephone No.

Mobile No.

E-mail address:

Full Signature of the Tenderer
with Seal & Date.

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Annexure-II
CHECK LIST
DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

Sl. No.	Name of the Document	Put "v" mark
1.	Tender paper & Tender document	
2.	Technical Bid	
3.	Certified copy of Partnership deed/Articles of Association /Memorandum of Association/Bye-laws etc. as applicable.	
4.	Copy of Certificate of Registration, in case of Company	
5.	Authorization letter in submitting the Tender Paper on behalf of the Partnership firm / Company / Hindu Undivided family.	
6.	List of movable and immovable property.	
7.	Copy of the latest Income tax return and copy of PAN No.	
8.	Affidavits mentioning that he/she/firm/company/HUF is not blacklisted by any Govt. organization / undertaking or that no criminal or vigilance case is pending against the Tenderer.	
9.	List of 7 transport vehicles (Trucks) with attested Xerox copies R.C. Books/ Lease Agreement and Fitness Certificates.	
10.	EMD & Cost of Tender Paper	
11.	Experience Certificate	
12.	Copy of valid agent license issued to the tenderer under the carriage by Road Act, 2007 & carriage of Road Rule, 2011	
13.	Copy of recent solvency certificate for Rs.20 lakh issued by competent authority.	

N.B:- All documents to be signed by the Tenderer and attested by any Notary Public.

Date: _____ **Signature of Tenderer / Authorized person**

Place: _____ **Name:** _____

Seal: _____

Telephone No.: _____

Mobile No.: _____

E-mail id: _____

**Full Signature of the Tenderer
with Seal & Date.**

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Annexure-III

DECLARATION

DECLARATION TO BE ATTACHED WITH THE TECHNICAL BID

1. I, _____ Son / Daughter / Wife of
Sri _____ Proprietor / Director /
Partner / Karta of HUF / authorized signatory of the Tenderer, mentioned above, and
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / we, am / are well aware of
the fact that furnishing of any false information / fabricated document would lead to
rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Date:

Signature of Tenderer / Authorized person

Place:

Full Name:

Seal:

Telephone No.:

Mobile No.:

E-mail id:

**Full Signature of the Tenderer
with Seal & Date.**

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July

Annexure-IV

PRICE BID

**FOR APPOINTMENT OF TRANSPORTING AGENT FOR TRANSPORTATION OF FOOD GRAINS
UNDER MDM PROGRAMME FROM FOOD STORAGE DEPORTS, OSCSC TO DIFFERENT
SCHOOLS POINT OF BHADRAK DISTRICT**

I do here by tender my Single Quoted Rate for transporting charges of food stuffs from OSCSC Depot to school points at a flat rate per quintal (including of loading, unloading and other incidental charges) irrespective of Kms and agree to abide by the terms and conditions mentioned in the Tender Paper.

SINGLE QUOTED RATE PER QUINTAL

Full name and address of the Tenderer	Flat rate/ single quoted rate for Transporting, Handling operation & incidental charges irrespective of distance (Both in word & figure)

**Full Signature of the Tenderer
with Seal & Date.**

