

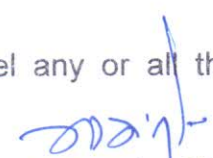
DISTRICT EDUCATION OFFICE, NAYAGARH

No. 6047 Date 08.08.2024

SHORT TENDER CALL NOTICE

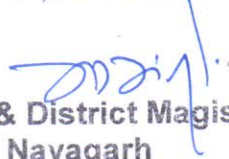
Sealed tender in prescribed forms are invited from the intending registered Firms/ Individuals/ Company/ Corporations/ Contractors/ Agents having Common Carrier License for engagement of Transport Agent under PM POSHAN (MDM) Programme for transportation of food grains (Rice) from O.S.C.S.C Ltd. Godown to School/ WSHG points of Nayagarh District during the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26. The tender paper containing detail Terms and Condition, Cost of Tender Paper, EMD and statutory requirement, which can be downloaded from the district website: www.nayagarh.odisha.gov.in. The Tender Papers complete in all respect along with required documents in sealed cover superscribed as "**Tender for appointment of Transporting Agent under PM POSHAN (MDM) Programme for Nayagarh District for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26**" addressed to the District Nodal Officer (PM POSHAN) -cum- District Education Officer, Nayagarh, At/ Po.- Nabaghanapur, Dist.- Nayagarh, PIN- 752070 should be sent by **Speed Post or Registered Post only** so as to reach on or before 31.08.2024 by 5 PM. The tender paper received beyond scheduled time and date even due to postal delay shall not be taken in to consideration.

The undersigned reserves the right to reject or cancel any or all the tenders without assigning any reasons thereof.


Collector & District Magistrate,
Nayagarh

Memo No. 6048 /Date 08.08.2024

Copy submitted to the Commissioner-cum-Secretary to Govt., S & ME Dep't., Odisha, Bhubaneswar/ the State Nodal Officer, SPMU (PM POSHAN), Bhubaneswar for favour of kind information and necessary action.


Collector & District Magistrate,
Nayagarh

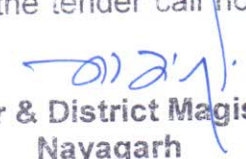
Memo No. 6049 /Date 08.08.2024

Copy to all the members of the District Tender Committee/ the Sub-Collector, Nayagarh/ ADM, Nayagarh/ Collectorate, Nayagarh/ all B.D.Os of Nayagarh District/ all DEOs & DPCs of Odisha/ all BEOs of Nayagarh District/ all District Level Officers of Nayagarh District for information and necessary action. They are requested to publish the tender call notice in their office notice board for wide publication.


Collector & District Magistrate,
Nayagarh

Memo No. 6050 /Date 08.08.2024

Copy along with the copy of Tender Schedule, detail terms & conditions forwarded to the DIO, NIC, Nayagarh with a request to upload the tender call notice in the District Website for its wide publicity.


Collector & District Magistrate,
Nayagarh

DISTRICT EDUCATION OFFICE, NAYAGARH
DISTRICT PROJECT MANAGEMENT UNIT (PM POSHAN), NAYAGARH



प्रधानमंत्री पोषण शक्ति निर्माण
Pradhan Mantri Poshan Shakti Nirman
(PM POSHAN)

TENDER PAPER

**FOR UNDERTAKING TRANSPORTATION OF RICE UNDER
PM POSHAN (MDM) PROGRAMME OF NAYAGARH DISTRICT FOR
THE PERIOD FROM 1ST OCT. 2024 TO 30TH SEPT. 2025 FOR THE
FINANCIAL YEAR 2024-25 & 2025-26**

Last Date of Receipt: 31.08.2024 by 5.00 P.M

Cost of Tender Paper: Rs.3,000/-.

TERMS & CONDITIONS FOR THE APPOINTMENT OF TRANSPORTING AGENT UNDER PM POSHAN (MDM) PROGRAMME FOR THE PERIOD FROM 1ST OCT. 2024 TO 30TH SEPT. 2025 FOR THE FY 2024-25 & 2025-26 UNDER NAYAGARH DISTRICT.

1. General Information:

- i) The transporting agent shall be appointed under PM POSHAN (MDM) Scheme for handling and transportation of food grains (rice) from O.S.C.S.C Ltd. Godown to School/ WSHG points of Nayagarh district located in its Blocks/ NACs/ Municipality for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26.
- ii) Sealed Tenders in the prescribed form are invited from the intending Firms / Individuals/ Company / Corporations for undertaking Transportation of rice under PM POSHAN (MDM) Programme. The sealed cover containing the tender should be superscribed **“Tender for appointment of Transporting Agent under PM POSHAN (MDM) Programme for Nayagarh District for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26”** addressed to **District Education Officer, Nayagarh, At/Po.- Nabaghanapur, Dist-Nayagarh, Pin- 752070** by **Speed Post or Regd. Post** only and it should reach within the stipulated date and time. Tender Paper received after the stipulated date and time shall not be entertained.
- iii) The terms and conditions of the tenders can be obtained along with prescribed Tender Schedule on payment of **Rs. 3,000/- (Rupees Three Thousands) only** towards the cost of tender papers from the District Education Officer, Nayagarh (DPMU, PM POSHAN) during the office hours from **09.08.2024 to 31.08.2024** between **10.00 AM to 5.00 PM** against proper Money Receipt which is to be submitted along with the Tender Documents.
- iv) The tender paper can also be downloaded from the District website **www.nayagarh.odisha.gov.in**. This must be deposited with Bank Draft and to be sent by **Speed Post / Regd. Post** only to the Office of the District Education Officer, Nayagarh in sealed envelope along with other papers.
- v) Last date of receipt of Tender Paper is **31.08.2024 by 5.00 PM**.
- vi) Telegraphic Tender and conditional tender will not be accepted.
- vii) The detailed Tender Call Notice (terms and conditions) should be returned with the Tender Paper duly signed by the tenderer/ bidders as a token of acceptance of the terms & conditions.
- viii) All credentials, documents and copies of certificates/ information called for shall be submitted along with the Tender Papers duly signed by the Notary Public.

2. Cost of Tender Paper:

- i) The cost of Tender Paper is **Rs. 3,000/- (Rupees Three Thousand) only**.
- ii) The terms and conditions of the tenders can also be obtained along with prescribed Tender Schedule on payment of **Rs. 3,000/- (Rupees Three Thousand) only** towards the cost of tender papers from the District Education Officer, Nayagarh (DPMU, PM POSHAN) during the office hours from **09.08.2024 to 31.08.2024** between 10.00 AM to 5.00 PM against proper Money Receipt which is to be submitted along with the Tender Documents.
- iii) The Tenderer who downloads the tender document should pay the paper cost amounting to **Rs. 3,000/- (Rupees Three Thousand) only** in shape of Bank Draft issued by any bank pledged in favour of **DISTRICT EDUCATION OFFICER DPMU MDM NAYAGARH** payable at Punjab National Bank, Nayagarh Branch, Nayagarh along with the tender documents. The tender paper received without paper cost money/ Bank Draft receipt shall not be taken into consideration. The cost paid towards the Tender Papers is not refundable.

3. Tender Process:

The Tenderers participating in the Tender process should submit in two bids i.e. **(1) Technical Bid & (2) Financial Bid**. The interested bidders must submit the Technical Bid in an envelope super-scribed as **“Technical Bid for tender of Transportation of PM POSHAN (MDM) food stuff for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26”** and the Financial Bid must be submitted in a separate envelope super-scribed as **“Financial Bid for tender of Transportation of PM POSHAN (MDM) food stuff for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26”**. Both these envelopes must be placed in another big size envelope superscribed as **“Tender for appointment of Transporting Agent under PM POSHAN (MDM) Programme for Nayagarh District for the period from 1st Oct. 2024 to 30th Sept. 2025 for the financial year 2024-25 & 2025-26”**.

4. Quoting of Rates:

- i) The rate of transportation should be quoted per quintal at flat from FCI/ O.S.C.S.C Ltd. Godown to different School/ WSHG points of the district.
- ii) The Tenderer/ Bidders 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. **(enclosed at Annexure-IV)**
- iii) The maximum cost of transportation assistance for transportation of rice from FCI/ O.S.C.S.C Ltd. Godown to different School/ WSHG points is at par with PDS rate subject to maximum amount **Rs. 150/- (Rupees One Hundred Fifty) Only** per quintal of rice irrespective of kilometre including all incidental charges.
- iv) The Tender Committee will consider the workable rate of transportation to award the tender. It is not that the tender will be awarded to the bidder who quotes the lowest rate, if the rate is not found to be workable nor feasible.
- v) The eligible Tenderer/ Bidders quoting the lowest rate per quintal shall be considered.
- vi) The Tender Paper should be filled in properly and legibly without any correction / overwriting. The rates and units should be written both in figures and words in the tender paper. The rate quoted should be final and the tenderer shall not be allowed to change the same under any circumstances and it should be valid for the period from 1st Oct. 2024 to 30th Sept. 2025 of the financial year 2024-25 & 2025-26. Tender received without required documents shall not be considered and liable for rejection.
- vii) The Collector & District Magistrate, Nayagarh reserves the right to negotiate the rate with the tenderer/ Bidders.

5. Earnest Money Deposit (EMD):

- i) Each Tender must be accompanied by an EMD of **Rs. 50,000/- (Rupees Fifty Thousand) only** in shape of Bank Draft issued by any Bank duly pledged in favour of **DISTRICT EDUCATION OFFICER DPMU MDM NAYAGARH** payable at Punjab National Bank, Nayagarh Branch, Nayagarh. In case the Tender Paper submitted is not accompanied with EMD, the Tender Paper shall be summarily rejected.
- ii) No tenderer shall be allowed to withdraw his / her Tender / Earnest Money Deposit until the tender is finalized.
- iii) EMD shall be forfeited in case the successful Tenderer/ Bidder fails to furnish the requisite security deposit by the date prescribed by the Collector & District Magistrate, Nayagarh for execution of Agreement and to take up the work, without prejudice to any other rights and remedies under the contract and law.

- iv) EMD shall be refunded to all unsuccessful Tenderers/ Bidders after finalization of Tender within a period of fortnight.
- v) EMD deposited by the successful Tenderer/ Bidder will be adjusted with the Security Deposit which will be refunded after successful completion of contract period and audit of accounts of the Transporting Agent. The whole or part of the Security Deposit will be forfeited for irregular performance or breach of any terms and conditions of Agreement during the period of contract.
- vi) No interest shall be payable on the amount of EMD.

6. Security Deposit:

- i) The security deposit of **Rs. 5,00,000/- (Rupees Three Lakh) Only** for the successful bidder of H &T operation in following manner:-
- ii) The security deposit shall be in shape of Bank Guarantee issued by any Bank and pledged in favour of **DISTRICT EDUCATION OFFICER DPMU MDM NAYAGARH** for the entire agreement period and such periods shall be decided by the Collector, Nayagarh.
- iii) Security deposit furnished by the Tenderer shall be subject to the terms and conditions contained in this tender document.
- iv) The EMD of a successful tenderer can be adjusted towards security deposit as per his/ her request.

7. Solvency Certificate:

- i) A valid Solvency Certificate obtained from the competent authority for **Rs. 10,00,000/- (Rupees Ten Lakhs) Only** must be furnished along with the tender paper.
- ii) No Bank solvency will be entertained. The tender not accompanied with a valid solvency certificate shall be summarily rejected.

8. Requirement of Vehicles:

- i) The vehicle should be suitable for transportation of food grains.
- ii) The vehicle should have National, State or District permit for transportation.
- iii) The vehicle has to be registered in the name of the Tenderer/ Bidders 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 Collector and District Magistrate, Nayagarh or District Education Officer, Nayagarh with substitute of a suitable vehicle in the name of the Tenderer/ Bidders along with its documentary evidence.
- iv) The tenderer/ Bidders who applied for the tender is required to submit attested copies of document along with the tender in support of possession of at least 02 (two) nos. of own and 03 (three) nos. of lease truck with valid Registration Certificate etc. with him to execute the transportation of food stuff under PM POSHAN (MDM) Programme within the stipulated period.
- v) The Tenderers/ Bidders have 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. However transfer of food grain in such exigencies from heavy vehicle to small vehicle shall necessary be under the supervision of an Officer as may be authorized by the District Education Officer, Nayagarh.

9. Agent licence:

- i) The tenderers/ Bidders shall submit the Common Carrier License as per the Carriage by Road Act, 2007 & the Carriage by Road Rules, 2011.
- ii) Tender received without Common Carrier License is liable for rejection.

10. Experience Certificate:

Certificate of past experience (at least two years) & performance of the Tenderer in Transporting of rice or any food materials from Govt. organization should be submitted along with the tender paper.

11. Opening of Tender Paper:

- i) The Tender Paper will be opened at the Conference Hall, Collectorate Nayagarh in presence of the members of the Tender Committee and Tenderers or their authorized representatives. The date of opening of tender will be intimated later by the DEO, Nayagarh through email/ contact number.
- ii) The Collector-cum-Chairperson of the Tender Committee may alter the date of opening of tender paper in case of exigencies.

12. Delays, Strikes etc:

- i) The contractor shall be responsible for delays in Handling & Transportation operation which may arise on account of any reason.
- ii) Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages to otherwise, shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the District Magistrate may suffer on his account.

13. Liability of Transporting Agent for losses etc, suffered by the Government:

- i) The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the corporation 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 corporation due to any act whether negligence or otherwise of the contractors himself/ herself or his / her employees. The decision of the Collector and District Magistrate, Nayagarh regarding such failure of the contractor and his/ her liability for the losses, etc. suffered by corporation shall be final and binding on the contractor.
- ii) The Collector & District Magistrate, Nayagarh shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor'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 contractor under this or any other contract with the Collector and District Magistrate, Nayagarh as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the Transporting Agent. If this sum is also found not to be sufficient to cover the full amount claimed by the Collector and District Magistrate, Nayagarh the transporting Agent shall pay to the Collector & District Magistrate, Nayagarh on demand, the remaining balance of the aforesaid sum claimed.
- iii) In the event of default on the part of the contractor 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 (PM POSHAN), Nayagarh or any officer acting on his behalf, **the Collector & District Magistrate, Nayagarh shall, without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractor a sum of such Rupees as decided.**

14. Acceptance of Tender:

- i) The Tenderer/ Bidder is required to proceed to the office of the District Education Officer, Nayagarh or any Officer authorized by the Collector for the above purpose at his/ her own expenses and without any obligation, if called.
- ii) 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.
- iii) The successful tenderer shall be intimated about the acceptance of his / her Tender by a letter/ email/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

15. Execution of Agreement:

- i) The successful tenders/ Bidders shall enter into an agreement with the District Education Officer, Nayagarh.
- ii) The agreement shall be typed on a Non-Judicial stamp paper of Rs. 50/- only.
- iii) Execution of agreement shall be made on furnishing of required security deposit & two passport size photographs duly attested by Gazetted Officer.
- iv) The agreement shall be executed within the time prescribed by the Collector, Nayagarh failing which the contract shall be liable to be rescinded solely at the discretion of Collector. In such case the Earnest Money deposit of the Tenderer shall be stand forfeited at the discretion of Collector.

16. Period of Contract:

- i) 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 & District Magistrate, Nayagarh.
- ii) The Collect & District Magistrate, Nayagarh 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 its currency without assigning any reasons thereof by giving seven days notice in writing to the contractor at their last known place of residence/ business and the contractor 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 contractor.

17. Summary Termination:

- i) In the event the contractor 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 Education Officer, Nayagarh 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 contractor and to claim from the contractor any resultant loss sustained or costs incurred.
- ii) The non performing / defaulting contractor **may be suspended / banned for traderelation / black listed for a period up to 2 years based on the gravity of non-performance/ default of the contractor, by the Collector & District Magistrate, Nayagarh whose decision in the matter shall be final and binding.**
- iii) **The Collector & District Magistrate, Nayagarh 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 contractor 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 department due to the Agent negligence or unwork-man like performance of any of the services under the contract.**

- iv) Valid Labour Licence(s) from the competent authority shall be furnished along with the tender papers. The contractor 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 & District Magistrate, Nayagarh or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of labour, weighing scales, trucks in due time , the Collector shall at his sole discretion without terminating the contract be at liberty to engage other labours, scales, trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Govt. All additional charges, expenses, cost or losses that the Govt. may incur or suffer thereby shall be deducted from the security deposit of the contractor. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Collector and District Magistrate shall be final binding on the contractor.
- v) The Agreement may be terminated for violation of terms and conditions as laid down in the Agreement. The Collector & District Magistrate, Nayagarh shall be the appellate authority for adjudication of any dispute.

18. Volume of Work:

- i) The Collector does not guarantee any definite volume of work or any particular pattern of services at any time or throughout the period of the contract.
- ii) The mere mention of any item of work in this contract & execution of agreement does not by itself confirm a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him/ her.
- iii) In case the approved transport contractor fails to transport food grains during currency of the agreement due to any reason, the Collector and District Magistrate shall reserve the right to rescind contract forthwith and / or take any other steps including imposition of penalty to the contractor. In that event the Collector has the right to make alternative arrangement.

19. Payment:

- i) The payment shall be made as per approved rate incorporated in the agreement. No request will be entertained for enhancement of approved rate incorporated in the Agreement.
- ii) The Payment will be made by the **District Education Officer, Nayagarh** on submission of bills, in duplicate as per the format and procedure prescribed.
- iii) In order to facilitate fast disposal of bills, the Transporting agent will submit his/ her bill on quarterly basis.
- iv) The payment shall normally be made by the **District Education Officer, Nayagarh** within 30 (Thirty) days of submission of complete set of bills in the format and procedure prescribed.
- v) The District Education Officer, Nayagarh shall have the right to deduct and adjust any amount found recoverable towards loss or damage or both of food stuff. No advance payment will be made. No Interest shall be paid on outstanding payments under any circumstances. Payment of bill is subject to availability of allotment of funds.
- vi) The payment shall be made through e-transfer for which the following details shall be provided by the Transporting Agent immediately after commencing of the contract.
(a) Bank Account No. (b) Name of the Bank & Branch (c) Bank IFSC No.
(d) PAN Number (e) Voter Id/ Aadhaar Card.
- vii) Income Tax (TDS) shall be recovered from the bills of the Transporting Contractor at the applicable rate.

20. Duties and Responsibility of the Transporting Contractor:

- i) The Transporting Agent shall take complete care of the stocks from the time of its handling at FCI/ O.S.C.S.C Ltd Godown (receiving point) till it is delivered to the School/ WSHG (delivery point). The transportation of food grain shall be strictly from the FCI/ O.S.C.S.C Ltd Godown to direct School/ WSHG point preferably within 48 hours of lifting. No transit godown in between FCI/ O.S.C.S.C Ltd Godown to school point is allowed. Specific route chart for every vehicle should be maintained with prior intimation to Block Education Officer-Cum-Nodal Officer (PM POSHAN) of the Block concerned.
- ii) The Transporting Agent shall engage competent and adequate staff and labours to the satisfaction of authorities for ensuring efficient Handling & Transportation operation.
- iii) He/ She shall furnish true and correct and up to date position/ information/ progress of work statement and accounts.
- iv) The tenderer must carry the weighing machine with him during the transportation of the rice, so that the school authorities will receive the actual quantity of rice. The rice lifted and distributed and balance of rice for each time should be intimated to the BEO and District Education Officer in time. The difference in between lifting and distribution shall be explained by the tenderer after scheduled time of distribution of PM POSHAN rice each quarter. Deviation and illegal possession of PM POSHAN foodstuff shall be considered illegal and the BEO shall file FIR against the tenderer in local police station.
- v) The report regarding lifting and distribution of rice each time (different phases of lifting in a quarter) should be intimated to the District Education Officer by the successful tenderer within 10 days of lifting in the requisite format along with the copies of ROs.
- vi) The successful tenderer shall deliver the rice through challans to be maintained in triplicate, ***two copies of challan shall be retained in the school [Out of which First copy will kept in School/ WSHG point for record & Second copy shall be handed over by the School/ WSHG to the BEO/ ABEO through the CRCC concerned], and Third copy to be retained by the Transport Contractor for his record.***
- vii) After completion of distribution of rice the successful transport contractor shall submit school wise distribution list indicating Challan No. and date of supply and quantity supplied. The Block Education Officer shall compile the distribution list with the delivery challans received through CRCC.
- viii) The receiving officer shall write the quantity of PM POSHAN rice in number and words. He will put the number of bags also in the delivery challan. He shall acknowledge in writing in full name, designation and date of receipt also in the challan.
- ix) The Transporting Agent shall be responsible for the good conduct of his/ her employees and shall compensate the Govt. for losses arising from neglect, carelessness, want of skill or misconduct of himself/ herself, his/ her servants or agents or representatives.
- x) The Collector or any other official acting on behalf, shall have the right to ask for the removal of any employee of the Transporting Agent, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc. of the Transporting Agent, his/her servants or agents or representatives shall be final and binding on the Agent.
- xi) The Transporting Agent shall intimate the Collector or other officers authorized to act on his/ her behalf, the name of one or more responsible representatives(s) authorized to act on his/ her behalf in day to day working of the contract. Such authorized person shall be authorized by the Transporting Agent to act as "Power of Attorney" in a stamp non-judicial paper worth Rs. 50/- duly registered before competent authority. The Transporting Agent will be liable for all the activities of authorized person.

- xii) The Transporting Agent shall issue Identity Card with Photograph to all his Employees including driver & helper, manager, clerk etc.
- xiii) The Transporting Agent shall take adequate steps and necessary precaution to avoid wastage or damage to the Food grains during stack breaking, weighment, loading to vehicle, transportation and unloading from the vehicle. The Transporting Agent shall be liable for any loss which the Govt. may suffer from any loss in quantity and quality of stock handled by him/her. The decision of the Collector on such loss shall be final and binding on the Transporting Agent.
- xiv) The Transporting Agent shall collect the spillage at the time of handling operation at FCI/ O.S.C.S.C Ltd Godown and at School/ WSHG point. He/ She shall clean the same and fill the stock in bag & stitch it for utilization under PM POSHAN (MDM) Programme. The rate quoted by the Transporting Agent is inclusive of the cost incurred in these activities.
- xv) The Transporting Agent shall have adequate vehicle arrangements for H & T operation within the stipulated period as communicated by the District Nodal Officer (PM POSHAN).
- xvi) The Transporting Agent shall accordingly assess the requirement of labourers and vehicles for completion of the work within the stipulated period.
- xvii) The Transporting Agent 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 vehicle inside the urban area. However transfer of food grain in such exigencies from heavy vehicle to small vehicle shall necessary be under the supervision of an Officer as may be authorized by the District Nodal Officer (PM POSHAN), Nayagarh.
- xviii) The Transporting Agent shall carry adequate number of weighing scale in each truck for compulsory weighment of full stock at School/ WSHG points during delivery of stock.
- xix) The Transporting Agent shall provide sufficient number of tarpaulins for each truck to cover the Food grains during transportation to protect those from rains and other natural calamities. He/ She shall be responsible for any loss or damage that may arise due to his/ her failure to supply adequate number of tarpaulins or to take reasonable precaution. The decision of the Collector and District Magistrate in this matter shall be final and binding on the Transporting Agent.
- xx) The Transporting Agent shall ensure that their workers do not use hooks for handling Food grains bags/ packets at any stage. The Transporting Agent shall also be liable to make good to Govt., if any losses caused by the use of unauthorized hooks, the decision of the Collector on such losses shall be final & binding.
- xxi) The Transporting Agent shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authority, other Local Bodies and S&ME Department.
- xxii) The Transporting Agent shall not load more than permissible quantity of Food grains in each truck before transportation as provided under M.V. Act. If the transporting Agent shall load the stocks beyond permissible limit provided under the statute, he/she shall be responsible for such violation of statute & any consequential penalty thereof. The corporation shall not be liable for such act of Transporting Agent.
- xxiii) The Transporting Agent shall be responsible for keeping a complete and accurate account of Handling & Transportation operation of Food grains undertaken by him / her and shall render accounts and furnish returns and statement in such a manner as may be prescribed by the Collector and District Magistrate or the officer acting on his behalf.

- xxiv) The Transporting Agent shall be responsible for the safety of the Food grains while in handling and transporting through their trucks to specified retail dealers. He/ She shall also exercise adequate care and take precautions to ensure that the Food grains is not damaged while in transit in his/ her trucks to specified retails dealer. He/ She shall deliver the equal quantity and quality of Food grains to the School/ WSHG as received by them at FCI/ O.S.C.S.C Ltd Godown before transportation. He/ She shall be liable to make good the value of any shortage, wastage, losses or damage to the Food grains in transit both for quantity & quality at the economic cost of such commodity.
- xxv) The Transporting Agent shall be responsible for performing all or any of the Services detailed in and arising out of this contract without any additional remuneration, whenever required by the Collector and District Magistrate or an Officer acting on their behalf.
- xxvi) The Transporting Agent shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Transporting Agent, negligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses occurred to the Govt. or in particular to any property or plank belonging to the Govt. due to any act whether negligence or otherwise of the Transporting Agent himself / herself or his / her employees. The decision of the Collector regarding such failure of the Transporting Agent and his / her liability for the losses etc. suffered by Govt. shall be final and binding on the Transporting Agent.
- xxvii) The Transporting Agent shall paint the vehicles in specified colour and information as prescribed by the District Education Officer, Nayagarh shall be pasted on the front glass of the vehicle. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The Collector and District Magistrate or an officer acting on his behalf shall have the right to disallow loading of any vehicle if the Transporting Agent does not paint, write or display prominently the aforesaid information.
- xxviii) Collector and District Magistrate reserve the right to amend the Tender conditions at any time during the currency of contract, which shall be binding on the Transporting Agent.
- xxix) The selected transporting Agent prescribed from within the time as may be prescribed by the District Nodal Officer (PM POSHAN), Nayagarh fails to comply any or all of the conditions of the agreement shall render the Transporting Agent to liquidate damages on account of such failure in addition to forfeiture of the security money in full or in part. The Govt. also reserves the right to take recourse to any legal action against defaulting Transporting Agent in addition to forfeiture of security money and liquidated damages.
- xxx) No shortage of Food grains will be admissible during transit that may happen due to theft/ fire/ accident/ riot/ flood or any other natural and unforeseen happenings. Any loss in quality and quantity of Food grains during handling or transportation shall be recovered from the Transporting Agent. Recovery shall be made at the economic cost of the Food grains and all expenses incurred thereon.
- xxxi) **The Tenderer whose EMD has been forfeited earlier, will not be qualified.**
- xxxii) If requires so, the Transporting Agent shall submit the stamped receipts of different check gates located en-route in proof of transportation for release of his bills.
- xxxiii) Transport Contractor shall also strictly comply the conditions laid down by Govt. for PM POSHAN rice transportation from time to time.

21. Arbitration:

- i) The Collector and District Magistrate shall nominate Officers to act as Arbitrators for adjudication and decision on the disputes.
- ii) In the event of any disputes covering or arising out of this contract/ agreement, the same shall be referred to Arbitrators.
- iii) The decision/ award of the Arbitrators shall be final and binding on both the parties.

22. Jurisdiction of the Court:

- i) In the event of any dispute covering or arising out of this contract/ agreement, the jurisdiction of the court shall be at District headquarter i.e. Nayagarh. 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.
- ii) It is expressly agreed and declared by & between the parties hereto that all amounts due to the Govt. under the terms of agreement, if not paid in time be recoverable under Odisha public Demand Recovery Act-1962 (Odisha 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 Transporting Agent in appropriate court of law within the State of Odisha following the provisions of law in force.

23. The Tenderer should not be a Rice Miller or Transporting Agent of Civil Supplies Corporation. An affidavit to this effect sworn before Executive Magistrate or the Notary Public along with the tender paper.

24. The Collector & District Magistrate reserves the right to reject any or all the tenders without assigning any reason thereof.

ENDORSEMENT BY THE TENDERER

I hereby certify that, I have read and fully understood the detail tender notice along with the terms and conditions mentioned above and agree to abide by the same.

**FULL SIGNATURE OF THE TENDERER
WITH SEAL & DATE**

25. Instruction to fill up the Technical Bid:

- i) The Tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid **(Annexure-I)** and submitting the same at Office of the DEO, Nayagarh by Speed/ Regd. Post.
- ii) The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.
- iii) The Technical Bid has to be filled neatly and there shall be no overwriting.
- iv) 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.
- v) The Tenderer shall affix a self-attested pass port size photograph on the Technical Bid at the specified space.
- vi) The Tenderer shall enclose the cost of Tender Paper.
- vii) The Tenderer shall enclose the cost of EMD of requisite amount.
- viii) All the documents as per the Check List **(Annexure-II)** have to be submitted.
- ix) The Conditional Bid shall not be accepted.
- x) 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.
- xi) 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)**.
- xii) The Tender Paper, Tender Document, Technical Bid and copy of the documents **(Annexure-II)** & *declaration (Annexure-III)* have to be signed by the Tenderer.
- xiii) The documents to be enclosed as per Annexure have to be attested by the Notary Public.
- xiv) **All the pages of the Tender paper should be duly signed by the Tenderer.**

I do agree to abide by the above terms and conditions.

(Full Signature of the Tenderer with seal & date)

26. Instruction to fill up the Price Bid:

- i) The rate of Handling & Transportation shall be a consolidated one.
- ii) The Tenderer shall quote a **SINGLE RATE PER QUINTAL** for all the services as Specified.
- iii) The instruction to fill up the Price to be read carefully by the Tenderer before filling up the Price Bid.
- iv) The rate shall be per quintal from FCI/ O.S.C.S.C Ltd. Godown to different School/ WSHG points irrespective of their distance of tagged Block / NAC / Municipality.
- v) The Tenderers 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.

I do agree to abide by the above terms and conditions.

(Full Signature of the Tenderer with seal & date)

Annexure-I

TECHNICAL BID

**FOR APPOINTMENT OF TRANSPORTING AGENT FOR TRANSPORTATION OF
FOOD GRAINS UNDER M.D.M PROGRAMME FROM O.S.C.S.C LTD. GODOWN TO
DIFFERENT SCHOOL/ WSHG POINTS OF NAYAGARH DISTRICT.**

Space for affixing
Passport size
Photograph

1. Name:-

2. Details of Earnest Money Deposit B.D No. _____ Date _____ of

Rs. _____ of _____ Bank payable at _____

3. Name of Proprietor/ Partner/ Company/ Karta of HUF:- _____

(Name of all Directors/
Partners & members of HUF shall be mentioned):- _____

4. Full address of Registered Office/ Operating/ Branch Officer
(With PIN Code) & Police Station:- _____

Telephone No:- _____

Mobile No:- _____

FAX No:- _____

E-mail Address:- _____

Authorized Officer/ Person to
Coordinate with the office of the
District Nodal Officer (PM POSHAN)
(Name & Contract No) _____

5. Banker of the Tenderer (Attached certified
copy of statement of A/C for the last six month) _____

Address & Telephone Number of Banker _____

6. 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						

7. Details of Transport Vehicle:-

Sl. No	Registration number of vehicle	Owners Name	Fitness Certificate Number if any	Type of Vehicle (Heavy, Medium, Light)	Remarks
1					
2					
3					
4					
5					
6					
7					

8. **Cost of Tender Paper:** DD No _____ Date _____ of
Rs. _____ of _____ Bank payable at _____

9. **Security Deposit:** Bank Guarantee No _____ Date _____ of
Rs. _____ of _____ Bank payable at _____

10. **Solvency Certificate:** Misc. Case No. _____ Dated _____ Valid _____

11. PAN No. & Year of filing the latest return (enclose copy of latest return filed):

12. Voter Id No: _____

13. Details of Common Carriage Licence issued from competent authority. _____

14. Registration No. in the case of Company:- _____

15. Experience Details: _____

16. 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 and also about no Govt. dues pending against him must be enclosed with the tender paper.

17. The Tenderer should not be a Rice Miller or Transporting Agent of Civil Supplies Corporation. An affidavit to this effect sworn before Executive Magistrate or the Notary Public along with the tender paper.

18. TAN No.: _____
(Enclose copy of latest return filed)

19. Additional information, if any
(Attach separate sheet, if required) _____

I do hereby undertake that, I have gone through the details of the terms and conditions of the tender and agree to abide any the same for transporting PM POSHAN rice form FCI/ O.S.C.S.C Ltd. Godown under PM POSHAN (MDM) feeding Programme as per the specification laid down in the paper complete in all respect. The above information submitted by me is true and correct.

Date:-

Place:-

Full signature of the Tenderer with Date & Seal

Annexure-II**CHECK LIST**

Sl.No	Name of the Document	Put “mark”
1	Tender & Tender document.	
2	Technical Bid.	
3	Financial Bid	
4	Certified copy of partnership deed/Articles of Association /Memorandum of Association / Bye-laws etc. as applicable.	
5	Copy of Certificate of Registration in case of company.	
6	Authorization letter in submitting the Tender Paper on behalf the partnership Firm/ Company/ Hindu Undivided family.	

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

Date:-

Place:-

Full signature of the Tenderer with Date & Seal

DECLARATION

DECLARATION TO BE ATTACHED WITH THE TECHNICAL BID

1. ISon/ 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 / document 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 facts 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:-

Place:-

Full signature of the Tenderer with Date & Seal

PRICE BID

**TENDER SCHEDULE FOR TRANSPORTATION OF FOOD GRAINS UNDER PM POSHAN
(MDM) PROGRAMME FROM FCI/ O.S.C.S.C LTD. GODOWN TO DIFFERENT SCHOOL/
WSHG POINTS OF NAYAGARH DISTRICT**

I do hereby tender my single Quoted Rate for lifting and transporting charges of food stuffs from FCI/ O.S.C.S.C Ltd. Godown to School/ WSHG points at a flat rate per quintal (including of loading, unloading and other incidental charges) irrespective of KMs and agreed to abide by the terms and conditions mentioned in the Tender Paper.

SINGLE QUOTED RATE PER QUINTAL

Name of the District	Rate Quoted for Transportation per Quintal (in Rupees)	
	In Figure	In Words
Nayagarh		

Full Signature of Tenderer with date & seal