

TERMS AND CONDITIONS OF TENDER FOR APPOINTMENT OF  
TRANSPORTING AGENT UNDER MID DAY MEAL (MDM) PROGRAMME OF  
KANDHAMAL DISTRICT

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1. The rate quoted for transportation of food grains from F.S.D., F.C.I., Phulbani / O.S.W.C., Phulbani for Phulbani Sub-division and from PEG, K. Nuagaon for Balliguda Sub-Division to school points must be inclusive of loading and unloading and other incidental charges irrespective of distance.
2. The tender paper should be filled up properly and legibly without any correction/overwriting. The rate and unit should be written both in words and figures in the tender. The rate quoted should be final and tenderer shall not be allowed to change the same under any circumstances and it should be valid for one year from the date of commencing.
3. Certificate from Collector & District Magistrate/any Govt. /semi Govt. organization etc. about past experience and performance if any, in handling transport work will be furnished along with tender paper. Accepting authority shall have the right not to accept tender(s) of registered transport contractors/ agents/ individuals who have not performed satisfactorily in the preceding year (s) under Govt. of Orissa.
4. Earnest money of ₹. 5,00,000/-(Rupees five lakh) only in shape of postal savings pass book/Bank pass book/N.S.C/ Term Deposit duly pledged in favour of Collector, Kandhamal shall be furnished along with the tender. The E.M.D amount shall be refunded to the unsuccessful tenderer after finalisation of tender. For the successful tenderer the Earnest Money Deposit will be converted into security deposit which will be refunded after successful completion of the period of contract and audit of accounts.
5. No tenderer shall be allowed to withdraw his tender/earnest money deposit until the tender is finalized. In case the successful tenderer refuses to undertake the transporting assignment after acceptance of his tender, earnest money deposited by him will be liable for forfeiture. 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.

6. A valid solvency certificate obtained from the revenue authority for ₹. 30, 00,000/- (Rupees Thirty lakh) only must be furnished along with the tender paper. The solvency certificate must have been issued by the competent authority within the financial year 2019-20. The tender not accompanied by a valid solvency certificate shall be summarily rejected.
7. Up to date Income Tax clearance certificate shall be furnished along with the tender.
8. Upto date GST Clearance Certificate shall be furnished along with the tender.
9. Valid Agent's Licence from the competent authority shall be furnished along with the tender (R.T.O is competent to grant such licences where the agent intends to carry on his business within one region and S.T.A is competent authority where agent intends to carry on business in more than one region).
10. The transporting agent should carry a weighing machine (Manual/ electronic), and weigh the stock at the delivery point in front of the SHG/Janch Committee/School Management Committee (SMC) as the case may be and expenditure incurred to that effect will be borne by the Transporting agent.
11. The detailed tender paper should be returned with the tender duly signed by the tenderer as a token of acceptance of terms and conditions in every page.
12. List of trucks minimum 7 (Seven) numbers owned by the tenderer with up to date documents (Xerox copies duly attested) shall be furnished along with tender paper.
13. Payment shall be made against submission of bills on completion of delivery of stock as per order of the competent authority on production of printed serially numbered delivery challans duly acknowledged by the recipient of stock to whom it is concerned as per the approved rates incorporated in the agreement. The District Nodal Officer (MDM)-cum-District Education Officer, Kandhamal shall have the right to deduct and adjust any amount found recoverable towards loss and damage or both. No advance payment will be made. The transportation cost will be paid subject to availability of funds.
14. The agent will issue delivery challan in triplicate while transporting the stock to the school point. After receipt of the stock, one copy of the delivery challan will be retained by the school and the second copy will be submitted to the concerned authority (District Nodal Officer (MDM)-cum-DEO, Kandhamal) before the last working day of the month for payment. The third copy shall be retained by the agent for his record. The transport contractor/ agent shall not be allowed to submit his bills of transportation cost beyond 2 months of delivery of MDM rice.

15. The successful tenderer shall have to execute an agreement with the District Education Officer, Kandhamal as per terms and conditions as specified in the agreement form at his own cost typed on a Non-Judicial stamp paper of ₹. 100/-only within 3 days of the intimation of acceptance of his tender.
16. The authority may terminate the contract for violation of terms – Marketing Act.
17. Registered transport contractors/ firms/ corporations / agents / individuals having adverse record will not be entertained.
18. Tenderers participating in the Tender process shall submit one sealed envelope containing 02 (Two) envelopes, one for the Technical Bid and the other for the Financial bid. The envelope for the Technical bid shall be super-scribed as **“Technical Bid for Tender of Transportation of Mid Day Meal Food stuff in Kandhamal district for 2019-20”**. The Envelope for Financial Bid shall be super-scribed as **“Financial Bid for Tender of Transportation of Mid Day Meal Food stuff in Kandhamal district for 2019-20”**. These two envelopes shall then be placed in a third envelop super-scribed as **“Bid for Tender of Transportation of Mid Day Meal food stuff in Kandhamal District for 2019-20”** and should reach the District Education Office, Kandhamal through Speed Post / registered post by 10-09-2019 during office hour.
19. The sealed tender will be opened by the undersigned in presence of the Tender Committee and the tenderer or his/ her authorized agent on 11-09-2019 at 4.30 PM,PM in the office of the undersigned. The tender without earnest money deposit and other required documents shall be liable for rejection.
20. The successful tenderer will lift the rice from F.S.D., F.C.I., Phulbani / O.S.W.C., Phulbani for Phulbani Sub-division and from PEG, K.Nuagaon for Balliguda Sub-Division and make delivery of the same at all the schools of the district as per instruction of the Collector & District Magistrate/District Nodal Officer(MDM)-cum-DEO, Kandhamal from time to time.
21. Tenders received beyond the stipulated date and time shall be liable for rejection.
22. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

  
**Collector & District Magistrate,  
Kandhamal**

Signature of the tenderer as a mark of acceptance of the terms and conditions.

### **NATURE OF WORK AND PAYMENT**

1. Transportation of foodgrains approximate 9650 quintal per quarter from F.S.D., F.C.I., Phulbani / O.S.W.C., Phulbani for Phulbani Sub-division and from PEG, K.Nuagaon for Balliguda Sub-Division to all the school points of the Kandhamal district.
2. The work is to be carried on with due diligence and in accordance with the instructions to be issued from time to time by the School & Mass Education Department, Odisha /Collector & District Magistrate, Kandhamal/ District Nodal Officer(MDM)-cum-District Education Officer, Kandhamal.
3. The bills will be submitted at least once in a month to the District Nodal Officer(MDM)-cum-District Education Officer, Kandhamal on completion of delivery of stock as per orders of the competent authority, on production of printed serially numbered delivery challans duly acknowledged by the recipients of stock to whom it is concerned with other documents for payment of dues. Soon after receipt of funds from Govt. the payment will be made. The District Nodal Officer(MDM)-cum-District Education Officer, Kandhamal shall have the right to deduct and adjust any amount recoverable towards loss and damage or both of the foodstuffs.
4. The Tenderer shall guarantee to transport assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the Collector and District Magistrate
5. The Collector & District Magistrate, Kandhamal may terminate the contract for violation of terms of agreement.
6. Payment shall be made as per approved rate incorporated in the agreement
7. No request for enhancement of approved rate shall be entertained during the period of agreement.

  
**Collector & District Magistrate,  
Kandhamal**

**Signature of the tenderer with date.**

## 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 / 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:-

Signature of Tenderer/Authorized Person

Place:-

Name:-

Seal:-

Telephone No.-

Mobile No:-

E-mail address:-

**Full Signature of Tenderer with date & seal**

**TECHNICAL BID**  
**FOR APPOINTMENT OF TRANSPORTING AGENT FOR  
TRANSPORTATION OF FOOD GRAINS UNDER M.D.M PROGRAMME  
FROM F.S.D., F.C.I., PHULBANI / O.S.W.C., PHULBANI FOR PHULBANI  
SUB-DIVISION AND FROM PEG, K.NUAGAON FOR BALLIGUDA SUB-  
DIVISION PHULBANI TO DIFFERENT SCHOOL POINTS OF KANDHAMAL  
DISTRICT.**

Space for  
affixing  
Passport  
size  
Photograph

1. Name of Proprietor/ Partner/ Company/ Firm:- \_\_\_\_\_

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

2. Full address of Registered Office  
(With PIN Code) & Police Station:- \_\_\_\_\_

Telephone No:- \_\_\_\_\_

Mobile NO:- \_\_\_\_\_

FAX No:- \_\_\_\_\_

E-mail Address:- \_\_\_\_\_

3. Full address of Operating/ Branch Officer

4. (With PIN Code) & Police Station:- \_\_\_\_\_

Telephone No:- \_\_\_\_\_

Mobile NO:- \_\_\_\_\_

FAX No:- \_\_\_\_\_

E-mail Address:- \_\_\_\_\_

5. Name, Telephone No:- \_\_\_\_\_  
Mobile No/ E-mail address of: - \_\_\_\_\_  
Authorized Officer/ Person to  
Coordinate with the office of the  
District Nodal Officer, MDM,  
Block Nodal Officer(MDM) \_\_\_\_\_

6. Banker of the Tenderer \_\_\_\_\_  
Address & Telephone Number \_\_\_\_\_  
Of Banker

**Full Signature of the Tenderer with  
seal & date.**

**CHECK LIST**

**DOCUMENT TO BE ATTACHED WITH THE TECHNICAL BID**

<b>Sl. No</b>	<b>Name of the Document</b>	<b>Put "Mark"</b>
1	Tender paper duly signed by the tenderer at bottom of each page	
2	Bank Draft in support of purchase of the tender documents	
3	Attested copy of valid agent license under Carriage by Road Act 2007 and Carriage by Road Rules 2011	
4	Recent Solvency Certificate worth for ₹.30 lakh (Xerox copy attested).	
5	Technical BID	
6	EMD (Earnest Money Deposit)	
7	Certified copy of partnership deed/Articles of Association / Memorandum of Association / Bye-laws etc. as applicable.	
8	Copy of Certificate of Registration in case of company.	
9	Authorization letter in submitting the Tender Paper on behalf the partnership Firm/ Company/ Hindu Undivided family.	
10	Certificate from any Govt. /semi Govt. organization about past experience and performance of the tenderer in transportation. (Xerox copy attested)	
11	Copy of the latest income-tax return and copy of PAN No.	
12	Copy of valid GST clearance certificate	
13	The tenderer to submit an affidavit to that effect that the tenderer or any of his family members should not be a storage Agent / Miller Agent/ Retailer of PDS Rice	
14	Affidavit mentioning that he/she/firm/company/ HUF/ is not black listed by any Govt. organization/ undertaking or that any criminal or vigilance case is pending against the Tenderer.	
15	List of owned transport vehicle with attested Xerox copies of R.C Books, permit & Fitness Certificate.	

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 address:-

**Full Signature of Tenderer with date & seal**

**FINANCIAL BID**

**FOR APPOINTMENT OF TRANSPORTING AGENT FOR  
TRANSPORTATION OF FOOD GRAINS UNDER M.D.M PROGRAMME  
FROM F.S.D., F.C.I., PHULBANI / O.S.W.C., PHULBANI FOR PHULBANI  
SUB-DIVISION AND FROM PEG, K.NUAGAON FOR BALLIGUDA SUB-  
DIVISION TO DIFFERENT SCHOOLS POINT OF KANDHAMAL DISTRICT.**

I do here by tender my single quoted rate for lifting and transporting charges of food stuffs from F.S.D., F.C.I., Phulbani / O.S.W.C., Phulbani for Phulbani Sub-division and from PEG, K.Nuagaon for Balliguda Sub-Division to school points at a flat rate per quintal (including loading, unloading and all 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**

<b>Details of description</b>	<b>Rate per quintal inclusive of all incidental charges</b>
Transportation charges from F.S.D., F.C.I., Phulbani /O.S.W.C., Phulbani for Phulbani Sub-division and from PEG, K.Nuagaon for Balliguda Sub-Division to different schools of Kandhamal district including loading, unloading & all incidental charges per quintal irrespective of distance.	

**Full Signature of Tenderer with date & seal**