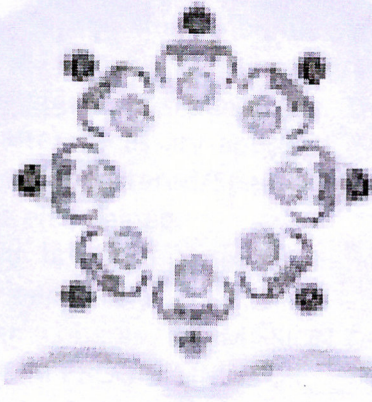




मध्याह्न भोजन योजना
Mid Day Meal Scheme

**TENDER PAPER FOR APPOINTMENT OF S & T
AGENT UNDER MID DAY MEAL PROGRAMME OF
SUBARNAPUR DISTRICT FOR THE FINANCIAL YEAR
2020 - 2021**

**TERMS AND CONDITION OF SEALED TENDER FOR APPOINTMENT OF TRANSPORTING AGENT
UNDER M.D.M PROGRAMME OF SUBARNAPUR DISTRICT FOR THE YEAR 2020 – 2021**

1. Last date of receipt of tender paper is **Date. 28.10.2020 before 5.00 PM** and will be opened on **Dt. 29.10.2020 at 3.00 PM** by the District Tender Committee on M.D.M under the Chairmanship of Collector, Subarnapur.
2. The approximate quantity of food stuff to be handled annually is about 3500 quintals Per Block. The rate to be quoted is inclusive of loading/unloading charges and re-constitutions of bag and inclusive all charges, rates, taxes etc. The lowest quoted rate of the eligible Bidder will be accepted after necessary approval by the Committee. Tender documents should be submitted through **Registered/Speed Post** only. Tender documents submitted in any other mode will not be entertained.
3. The Tender paper should be filled properly and legibly without any correction and overwriting and must be typed neatly.
4. The envelope should super scribe as "SUBMISSION OF TENDER PAPER FOR APPOINTMENT OF S & T AGENT UNDER MDM PROGRAMME FOR _____ Block. **(Birmahrajpur, Binka & Dunguripali Block)** and two separate envelope containing **Technical Bid** and **Financial Bid** with in the main envelop.**(Separately)**.The envelop of Technical Bid and Financial Bid is to be super scribe by "**TECHNICAL BID**" AND "**FINANCIAL BID**" respectively. After opening of Technical Bid the Financial Bid of the technically qualified bidders will be opened.
5. Signed Terms and condition and cost of Tender Paper of **Rs.1000/- (Rupees One Thousand) Only** which is non-refundable in shape of Bank Draft favoring ADEO-cum-DPC and D.E.O, Sonepur payable at Sonepur should be attached with the Tender Papers.
6. Earnest money of **Rs.30,000/- (Rupees Thirty Thousand) only** which is refundable to unsuccessful Bidder in shape of Fixed Deposit duly pledged in favour of ADEO-cum-DPC and D.E.O, Sonepur should be attached with the Tender Papers.
7. The security Deposit of **Rs.75,000/- (Seventy Five Thousand)only** is to be submitted by the successful Bidder. EMD by the successful Bidder will stand converted to security Deposit and the **balance (Rs.75000-30000) Rs.45000/- (Rupees Fourty Five Thousand)only** will be paid at the time of agreement in shape of Fixed Deposit duly pledged in favour of ADEO-cum-DPC and D.E.O, Sonepur. The security deposit will be refunded after successful completion of contract period and audit of accounts of the Transporting Agents. The whole part of the security deposit will be forfeited for irregular performance or break of any terms and conditions as laid down herein and in the agreement executed during the period of contract.
8. Recent Solvency Certificate worth **Rs.20,00,000/- (Twenty Lakhs) Only/Bank Capability Certificate** in respect of transportation of food stuff (Rice) form the competent Revenue authority/Bank Authority along with tender Papers should be furnished failing which the tender papers will be liable for rejection.
9. Certificate of past experience and performance, if any relating transportation work is to be furnished along with tender paper.
10. **Copy of PAN Card, GST Registration Certificate, Updated GST Clearance certificate upto March.2020, and IT return for the financial year 2018-19 shall be furnished with the Tender Paper.**

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11. Tender will be finalized by the Tender Committee under the Chairmanship of **Collector Subarnapur** or the Officer authorized by him in presence of the Bidder or their authorized representatives (with valid authorization letter).
12. **No Rice Miller** shall be allowed to participate in the tender process even if he/they obtain(S) or possess(S) valid carrier License under Odisha Motor Vehicle (licensing of Agents) Rules 1990.
13. The Bidders should have at least 02 numbers of Truck/1109/709/407 of his own or in leased with attached copies of the following documents Like RC Book, Tax, Fitness, Insurance, Road Permit, Pollution Certificate must be attached.
14. The successful bidder shall have to execute legal agreement with the Collector, Subarnapur with the following terms and conditions within seven days of intimation.

Terms & Conditions for execution of Agreement:-

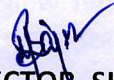
1. That, the transporting Agent on receipt of diversion orders from Collector, Subarnapur or from any officer authorized by Collector, Subarnapur shall transport the release quantity of stock as the release order of OSCSC to different School points within the prescribed time limit. Any loss arising due to non-lifting of stock within the scheduled time shall be the liability of Transporting Agent. It shall be responsibility of the Transporting Agent to lift rice from the OSCSC depot on proper weighment and to deliver the same to the school points on proper weighment Compulsorily as per the school wise distribution list given by this office (As per allocated quota) and in no case short supply or damage of delivery shall be allowed. That the transporting agent is solely responsible for any shortage in distribution of rice to the school points as per the scheduled quantity of rice. Hence, if any deviation taken place the transporting agent is liable for penalty.
2. That, the Transporting Agent should carry an electronic weighing machine duly certified by the Weight & Measure Dept. And weigh the stock at the delivery point in front of the concerned Headmaster & any one members of the school Committee.
3. The transporting agent will issue pre-printed serial number delivery challan in triplicate while transporting the stock to the school point. After receipt of the stock, 1st. copy of the delivery challan will be retained by the school, 2nd copy will be submitted to the concerned Block Nodal Officer-cum- BEOs and the 3rd copy shall be retained by the agent for his record.
4. That, the transport contractor/agent shall submit the bills of transportation cost within two months of delivery of MDM rice along with distribution certificate duly countersigned by the concerned Block Nodal Officer-cum- BEOs in the prescribed format. Bills submitted beyond 2 months of delivery of MDM rice shall not be entertained. The cost of food stuff damaged lost or found shortage during transportation from OSCSC depot to delivery points due to negligence of the Transporting Agent will be deducted from his bills security deposit, payment of Transporting Agent shall be made only after due verification of the documents indicating successful completion of transportation and subject to availability of funds. The authority shall have right to deduct or adjust any amount from the bills towards any loss or damage or both. No advance shall be made nor interest can be claimed for delay in payment.

5. Rice lifted from OSCSC, Go-down will be directly distributed to the school point. If the lifted rice is not possible to distribute completely, the balance quantity of rice may be on Load in a school point as per the instruction of Block Nodal Officer concerned with complete responsibility of transporting agent.
6. Proper weightment and quality of stock at the time of lifting of stock from the OSCSC Depot/ Go-down and delivery of the same at the respective school points in the same vehicle as the case may be shall be the responsibility of the Transporting Agent. In case of shortage of vehicle the transporting agent may be allowed other vehicle by the knowledge of Block nodal officer of concerned Block. During distribution of rice the transporting agent must contact the BEO concerned.
7. That, the Transporting agent must submit the lifting position of rice for each consignment as soon as the lifting completed or by the time allow for lifting along with the release order and gate pass issued by the concerned depot.
8. The payment shall be made as per the approved rate for stock delivered to school points. The Details rate are given below:-

Sl. No.	Name of the Block	Rate per Quintal (in Rs.)

9. That, the Transporting Agent will have to carry out the instructions/guidelines of Govt. time to time regarding lifting procedure and lifting period of food grains from OSCSC Depot. Without any deviation.
10. In case of violation of terms & conditions of agreement the transporting agent may be booked under IPC/Essential Commodity Act.
11. That, on expiry of the contract period the security shall be refunded to the Transporting Agent after liquidation of claims of the Govt. If any, in this regard, outstanding against him and on successful completion of audit for the period.
12. That the Collector, Subarnapur reserves the right to cancel/terminate the agreement at any time during the contract period by giving 15 days notice in writing to the transporting agent, if in the opinion of the Collector the Transporting Agent has fails to observe, perform, fulfill the terms & conditions herein contained or any of the documents he has submitted with his tender paper found false/forged/unauthentic at later stage.
13. That, claims, if any of the Govt. remains unpaid by the Transporting Agent under this agreement shall be recovered as a public demand under the Odisha Public Demand recovery act 1962.
14. That, any dispute arises between the parties shall come within the jurisdiction of District Court, Subarnapur and its decision shall be final and binding on the parties
15. The Transporting Agent shall attend the Office of the District Education Officer, Sonapur i.e. District Project Management Unit (MDM) as and when required to receive the R.O/Diversion order and submit accounts.
16. The authority may terminate the contact within the contact period for violation of terms and agreement and for any other reason to be recorded in writing by providing 7 days of notice for hearing.

17. The contract is also liable to be cancelled at any time by the Collector, Subarnapur in case of change in Govt. Policy or scheme or specifications without any reason assigning thereof.
18. The authority reserves the right to reject any or all tenders received without assigning any reason thereof.



COLLECTOR, SUBARNAPUR