

DETAILS OF TERMS AND CONDITIONS FOR ENGAGEMENT OF TRANSPORTING AGENT FOR TRANSPORTATION OF FOODSTUFF (RICE & WHEAT) UNDER SNP FOR THE YEAR 2018-19

1. Sealed Tenders in the prescribed form are invited from the intending Firms/Individuals/Registered Transporting Contractors under Orissa Motor Vehicles(licensing of Agent) Rules 1990 for undertaking transportation of food stuff (Rice & Wheat) under Supplementary Nutrition Programme (SNP) from different FCI Depots to SHG points (for wheat to prepare Chhatua) and from OSCSC Ltd depot of Sonepur to AWC points (for Rice for HCM feeding programme) of Subarnapur district during the year 2018-19.
2. The tender will be received by the DSWO, Subarnapur on behalf of Collector, Subarnapur till 11.00 PM of 28.05.2018 and will be opened on dt.29.05.2018 at 9.00 A.M by the Tender Committee in the presence of tenderes or their authorized representatives.
3. The details of tender papers containing terms and conditions, EMD, Solvency certificate and statutory requirements etc. can be downloaded from the District website "<http://www.subarnapur.nic.in>". The Tender fee of Rs.6000 (Rupees Six thousand) only which is non refundable shall be submitted along with the tender papers
4. The tender completed in all respect may be sent in sealed cover super scribing "TENDER FOR ENGAGEMENT OF TRANSPORTING AGENT UNDER SNP FOR THE YEAR 2018-19" to the address of DSWO, Subarnapur by Registered/Speed Post only so as to reach the office on or before the date & time fixed. The Tender received beyond the date and time mentioned above shall not be taken into consideration under any circumstances.
5. The rate of transportation shall be within the ceiling price of Rs.75/- (Rupees Seventy-five) per Quintal. The rate to be quoted by the tenderer is including loading, unloading, reconstitution bags and all charges, rates and taxes etc. The lowest rate quoted of the eligible tenderer may be accepted after necessary approval by the committee. The rate should be written in figures and words.
6. No individual, company, firm, corporation shall participate in the tender process unless he obtains or possesses Valid Agent's License under OMV (Licensing of Agents) Rules. 1990.
7. The tenderer should not be a Storage Agent of P.D.S rice/Rice Miller. An affidavit to this effect sworn before the Executive Magistrate or the Notary along with non-involving and non pendency of any criminal offences and also about no Govt. dues pending against him must be enclosed with the tender papers.

- 8.** The successful Tenderer shall be required to lift food stuff i.e .Wheat from any FCI godowns as and when release order /Diversion order is issued by the Area Manager, FCI, Titlagarh/District Social Welfare Officer, Subarnapur and Rice from OSCSC Ltd.depots of Sonapur as and when Release Order /Diversion Order is issued by District Manager, OSCSC Ltd.,Sonapur/District Social Welfare Officer,Subarnapur and transport/deliver the same to the different WSHGs/AWC points of ICDS Projects(irrespective of distance) as per the direction of the Collector/DSWO/CDPO concerned within the specified period. It is the responsibility of Transporting Contractor/Agent to lift the rice/wheat from the FCI Depots on proper weighment and to deliver the same to the AWCs/SHG (THR making) points on proper weighment and in no case short supply of delivery shall be allowed. The Transporting Agent will be held responsible for making delivery of stock at the desired point and no request for relief/concession shall be entertained in case of shortage or damage noticed, if any during transit. The cost of shortage will be borne by the Transporting Agent. There shall not be any change both in quality & quantity of food grains. The quality & quantity of the food materials being transported may be inspected by the Govt. officials authorized by the Collector, Subarnapur during transit and also at delivery points. If any misappropriation is discovered during inspection or otherwise, penalty shall be imposed which would be equivalent to 3 times of the cost of misappropriated food grains apart from initiating criminal case under the relevant law.
- 9.** The tenderer should have minimum three trucks standing in his own name or in the names of the bidding firm. List of trucks owned by the tenderer with up-to-date documents such as RC book, Insurance, Road permit, Fitness, Tax payment (Xerox copy duly attested) shall be furnished along with the tender papers.
- 10.** The Transporting Agent should carry an electronics weighing machine duly certified by the Weight & Measurement Deptt., and weight the stock at the delivery point in front of the Janch Committee/Mothers Committee as the case may be and expenditure incurred to that effect will be borne by the Transporting Agent.
- 11.** The successful tenderer shall be required to lift the foodstuff under SNP from FCI depots/OSCSC Ltd .Sonapur to SHG (THR making)/ AWCs points within the stipulated period or as to be directed by the Collector, Subarnapur from time to time.
- 12.** If the Transporting Agent/Contractor fails to transport the foodstuff within the time limit, then the DSWO will take immediate steps to transport the same by other means and the extra cost incurred will be recovered from the pending bill/EMD of the Transporting Agent.

13. The Tender paper shall be filled up properly and legibly without any correction/overwriting. The rate and units shall be written both in words and figures in the tender and should be serialized. 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 year 2018-19.
14. *Recent solvency certificate for Rs.5,00,000/- (Rupees Five Lakh) only* issued by the competent revenue authority along with the tender paper should be furnished failing which the tender paper will be liable for rejection.
15. Certificate from District Collector/ Any Govt./ Semi Govt. Organization etc. about past experience and performance if any in handling, transporting work will be furnished along with the tender papers. Accepting authority shall have the right not to accept the tender of firms/parties who have not performed satisfactorily in preceding year(s) under Govt. of Orissa.
16. *Earnest money deposit of Rs.80,000 (Rupees Eighty Thousand) only* in shape of National Savings Certificate/ Term Deposit duly pledged in favour of **Collector, Subarnapur** shall be furnished along with the tender papers. Tender papers without earnest money will be liable for rejection. Cash/Cheque and Bank draft shall not be accepted. No tenderer shall be allowed to withdraw his tender/earnest money deposit until the tender is finalized. In case the successful tenderer refuses to transport after acceptance of his tender, earnest money deposited by him will be liable for forfeiture.
17. Earnest money deposited by the successful tenderer will stand converted to Security Deposit which will be refunded after successful completion of contract period and audit of accounts of the Transporting agent. The whole part of the security deposit will be forfeited for irregular performance or breach of any term(s) and condition(s) of agreement during the period of contract. Earnest money of unsuccessful tenderers shall be refunded after finalization of the tender.
18. The successful tenderer will be required to furnish a *Bank Gurantee for Rs.5,00,000/- (Rupees Five lakh) only* for period of contract, from the date of signing the agreement or for such amount as will be required by Collector, Subarnapur.
19. Attested copy of PAN card, GST registration and clearance certificate and valid income Tax clearance certificate, valid up to March'2018 should be furnished with the tender paper.
20. Telegraphic tender and conditional tender will not be accepted.
21. The details tender call notice shall be submitted with tender duly signed in each page by tenderer as a token of acceptance of the terms and conditions.

22. Firms/persons having adverse records will not be entertained. An affidavit In regard to non involvement in any criminal proceedings, should be furnished by the tenderer.
23. Payment shall be made against submission of bills on completion of delivery of stock as per the orders of competent authority on production of printed serially numbered delivery challans duly acknowledged by the recipient of stock to whom it concerned, and as per approved rate incorporated in the agreement. The Collector, Subarnapur reserves the right to deduct and adjust any amount found recoverable towards loss and damage or both. No advance payment will be made. The payment is subject to availability of allotment.
24. The successful tenderer shall have to the enter into an agreement with the Collector, Subarnapur as per the terms, conditions specified in the agreement forms, at his/their own cost within 15 days of the intimation of acceptance of his/their tender.
25. The authority may terminate the contract for violation of terms of agreement at any point of time or for any other reason to be recorded in writing.
26. In case violation of the terms & condition of tender, the concerned Transporting agent can be booked under IPC, Essential Commodities Act, Prevention of Food Adulteration Act and Prevention of Black Marketing Act.
27. The Collector, Subarnapur reserves the right to accept or reject the tender fully or modify fully or partially or cancel the entire tender process without assigning any reason thereof.

Signature of the Tenderer

Date

**D.S.W.O,
Subarnapur**

TENDER SCHEDULE FOR TRANSPORTING OF FOODSTUFF
UNDER SNP FOR THE YEAR 2018-19

I do hereby tender to execute the under mentioned description of work in accordance with conditions noted below in consideration of tender for payment being made for the quantities of foodstuffs transported at the rate specified in the following schedule.

SCHEDULE

| Schedule for transporting of feeding materials during the year 2018-19 | Rate per Qntl. (in Rs.) |
|---|-------------------------|
| 1 | 2 |
| 1. Transportation charges per quintal including loading, unloading, reconstitution bags and all charges, rates and taxes etc. from different FCI depots to SHG (THR making) points for wheat and from OSCSC Ltd, Depot Sonapur to all AWCs of Subarnapur District for Rice irrespective of distance covered (Flat Rate) | |

Place :

Date :

Signature of the Tenderer
(With Seal)
Full Name & Address

NATURE OF WORK AND PAYMENT

1. 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 W&CD Deptt./ Collector, Subarnapur/ DSWO, Subarnapur.
2. The bills will be submitted at least once in a month to the DSWO, Subarnapur 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 concerned with other documents for payment of dues. The Collector reserves the right to deduct and adjust any amount found recoverable towards loss or damage or both of the foodstuff.
3. The Collector may terminate the contract for violation of terms of agreement.
4. Payment shall be made as per approved rates incorporated in the agreement.
5. No request for enhancement of approved rate shall be entertained during the term of agreement.
6. The Transporting Agent lifting foodstuff from FCI Depot will be liable to pay demurrage in case he fails to lift the stock within the stipulated time.

Place :

Date :

**Signature of the Tenderer
(With Seal)
Full Name & Address**

Documents must be submitted with the Tender Papers

| Sl. No. | Particulars | Submitted in Sl. No.____ of Tender papers | Remarks |
|---------|---|---|---------|
| 1 | Original tender document | | |
| 2 | D.D. of Rs.6,000/- in favour of "DSWO, Subarnapur" payable at SBI, Sonepur towards cost of tender papers | | |
| 3 | Affidavit (in Original) as required in para-7 of tender notice paper | | |
| 4 | Valid registration certificate of the trucks owned by the bidder certifying the on road condition of the vehicles | | |
| 5 | Attested copy of Income Tax Clearance Certificate | | |
| 6 | Attested copy of PAN number | | |
| 7 | Attested copy of GST registration and clearance certificate | | |
| 8 | EMD of Rs.80,000/- in shape of NSC/TDR pledged in favour of Collector, Subarnapur | | |
| 9 | Attested copy of Solvency Certificate of Rs.5,00,000/- from Revenue Authority | | |
| 10 | Attested copy of Agent License under OMV (License of Agent) Rules 1990 | | |
| 11 | Attested copy of Experience Certificates, if any. | | |
| 12 | Ownership of the three Trucks:- i. Registration No. ii. Registration No. iii. Registration No. (Attested copies of RC book, valid insurance, permit and Fitness certificate to be attached) | | |

N.B.- The documents must be enclosed in sequence & serially numbered with sketch pen on the right top corner of the documents except in case of DD, NSC, TDR.

Place :

Date :

**Signature of the Tenderer
(With Seal)
Full Name & Address**