मध्याह्न भोजन योजना
Mid Day Meal Scheme

DISTRICT EDUCATION OFFICE, BARGARH

(DISTRICT PROJECT MANAGEMENT UNIT, MDM)

TENDER DOCUMENTS

FOR

SELECTION OF TRANSPORTING AGENT FOR TRANSPORTATION OF FOOD STUFF (RICE) FOR MID-DAY MEAL PROGRAMME OF BARGARH DISTRICT

FOR THE YEAR

2020-21

CONTENTS OF TENDER DOCUMENT

Sl No.	Description of contents	Page Number
1.	Important information to the Bidders	03
2.	Terms and Conditions	04-07
3.	Application-Technical Bid	09
4.	Application-Financial Bid	10

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDERS.

1	Availability of tender document	:Official web site www.bargarh.nic.in & O/o District Education Officer, Bargarh
2	Date of Issue of tender Documents from District Education Officer (District Project Management Unit,MDM), Bargarh	:From **11.03.2020** to **21.03.2020**
3	Date and time for submission of the Tender documents by speed post/ Registered post	: Up to **03.00 PM of 23.03.2020**
4	Cost of tender paper	: Rs.10,000/-
5	Earnest money Deposit	: Rs.5,00,000/-
6	Solvency Certificate	: Rs.30,00,000/-
7	Date, time and venue of opening of	
	(i) Technical Bid	**: Dt-23.03.20320 at 05.00 PM**
	(ii) Financial Bids of eligible Tenders	**: Dt-23.03.20320 at 05.00 PM**
	(iii) Venue	: Office Chamber of Collector, Bargarh.
8	Likely date for commencement of Transportation	01.04.2020

TERMS & CONDITIONS OF SEALED TENDER FOR APPOINTMENT OF TRANSPORTING AGENT UNDER M.D.M PROGRAMME OF BARGARH DISTRICT FOR THE YEAR 2020-21.

1. Sealed Tenders are invited from the intending registered Transport Contractors/Agents having valid Agent License/ Common Carrier License for engagement of Transporting Agent for transportation of Food Stuff (Rice) for Mid-Day Meal Programme of Bargarh District for the Year 2020-21.
2. The contract of providing the aforesaid manpower is likely to commence from **01.04.2020 and would continue till 31.03.2021**
3. Last date of receipt of tender paper is **Dt-23.03.2020** till **(03.00 PM).**Tender will be opened on **Dt-23.03.2020** at **(05.00 PM)** tentatively by the District Tender Committee on MDM under the Chairmanship of Collector, Bargarh.

4. If the last date for receipt of tender paper or the date on which tender is scheduled to be opened be a holiday, the next working day shall be the date for receipt of tender paper and opening of tender paper as the case may be.

5. The approximatequantity of foodstuff to be handled annually is about 50,000/- quintals. The Committee shall fix the ceiling for transportation cost in accordance with the instruction contain in letter No-1223/SPMU,Date-05.12.2019 **(Annexure-A**). The rate to be quoted is inclusive of loading / unloading charges and reconstitution of bag and inclusive of all charges, rates, taxes etc. The lowest quoted rate of the eligible Tenderer may be accepted after necessary approval by the Committee. The rate should be written both in figure and words.

6. **a).** 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.

   b). 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 rate shall be called for negotiation and revised rate shall be obtained in the sealed cover, opened in the presence of Tenderers.Rate shall be declared basing on the revised rates obtained.

7. The tender document should be submitted through **Registered / Speed post only**. Tender documents submitted in any other mode will not be entertained.

8. The Tender has been invited under two bid system i.e Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical bid for Appointment of Transporting Agent under Mid-Day Meal Programme of Bargarh District" & "Financial Bid for Appointment of Transporting Agent under Mid-Day Meal Programme of Bargarh District". Both sealed envelopes should be kept in another sealed envelope super scribing "Tender for Appointment of Transporting Agent under Mid-Day Meal Programme of Bargarh District". These two envelops shall then be kept in a third envelop super-scribed **as "Bids for Appointment of Transporting Agent under Mid-Day Meal Programme of Bargarh District for 2020-21".** The tender should be addressed to District Education Office, District Project Management Unit, MDM, Bargarh At/Po- Bargarh Pin-768028. The envelope containing Technical Bid will be opened first and scrutinized on

the day of opening of Tender. The Financial Bid will be opened only in respect of the Tenderer who qualify in Technical Bid on the Scheduled date and time

9. The tender paper should be filled in properly and legibly without any correction & overwriting and must be typed neatly.

10. Non refundable Tender fee of Rs. 10,000/- (Rupees Ten Thousand) only in shape of Bank Draft in favour of **District Education Officer–cum-District Nodal Officer, District Project Management Unit, Bargarh** and EMD along with signed copy of terms & conditions should be attached with tender papers.

11. **Earnest Money Rs. 5,00,000/- (Rupee five lakh)** only in shape in KVP / NSC/ fixed Deposit duly pledged in favour of **District Education Officer–cum-District Nodal Officer, District ProjectManagement Unit(MDM), Bargarh** should be attached with the Tender paper.

12. Recent **Solvency Certificate for Rs. 30,00,000/- (Rupees Thirty Lakhs)** only from the competent Revenue authority should be furnished along with Tender Paper failing which the tender paper will be liable for rejection. The Solvency Certificate must have been issued within the financial year 2020-21.

13. The successful Tenderer shall be required to lift the foodstuff from any **RRC-cum-DSC** on receipt of Release Order / Diversion Order from compete authority and transport / deliver the same to different Schools of all Blocks and ULB (irrespective of distance) as per the direction of Collector / District Education Officer–cum-District Nodal Officer, DPMU, (MDM) Bargarh within the stipulated and specified period. The rice so lifted from the **RRC-cum-DSC** will be delivered at the School pointswith due intimation of District Education Officer–cum-District Nodal Officer, MDM or his authorized representative as per the School wise allocation. The monthly requirement of rice will be submitted by the BEOs both in hardcopy and soft copy at the end of preceding month. The Officer who is authorized on behalf of District Education Officer–cum-District Nodal Officer, MDM for lifting of Rice should verify the quality of foodstuff (minimum FAQ standard) at the **RRC-cum-DSC** after issue of Diversion / Released Order by the authority.

14. In no case S&T Agent is allowed for interim storage in any Godown after lifting of rice from **RRC-cum-DSC** till delivery at School points.
15. Certificate only from the competent authority about past experience and performance, if any in connection with transport of rice/ other food materials to Govt. Institutions may be furnished along with tender paper.
16. Attested copy of Pan Card, GST registration should be furnished with the tender paper.
17. Tender will be finalized by the Tender Committee under the Chairmanship of Collector or the Officer authorized by him in presence of the Tenderers or their authorized representatives. The committee may finalize the tender even in absence of the Tenderers / their representatives.
18. In case of violation of conditions of Tender / Agreement the concerned Transporting Agent may be booked under I.P.C. / Essential Commodity Act. /National Food Security Act,2013/Odisha Mid-Day Meal Rules,2016/Other relevant Act and rules.
19. No individual, Company, Firm, Transporting Agent shall be allowed to participate in the tender process unless he / they obtain (s) or possesses (s) the Common Carrier Licenseas per the Carriage by Road Act. 2007 & the Carriage by Road Rules, 2011.

20. The Tenderer should have at least two trucks of his own and additional ten trucks on lease basis with attached copies of update supporting documents of the vehicle such as R.C. Book, Insurance etc. However, the selected Tenderer may be required to hire the required number of trucks as and when necessary to transport the stock on the basis of requirement furnished by the Nodal Officers within the stipulated time.

21. Payment shall be made by the District Education Officer-cum- District Nodal Officer, DPMU(MDM), Bargarh on submission of bills in duplicate as per the format and procedure prescribed and subject to the availability of funds. The authority shall have the right to deduct or adjust any amount form the bill towards any loss and damage or both. No advance payment shall be made nor can interest be claimed for delay in payment. Statutory deduction shall be made from the bill at the time of payment.

22. The successful Tenderer shall have to execute agreement with the Collector, Bargarh or his authorized representative as per term and conditions within seven days of intimation of acceptance of his/her tender.

23. The agreement shall be typed on a Non Judicial Stamp paper of Rs.100/- only.

24. The contract shall remain in force till March-2021 from the date of execution of Agreement or such later date as may be decided solely by the Collector & District magistrate.

25. The Collector, Bargarh reserves the following rights –

    a) To extend the period of contract for any further period beyond the original contract period on the same rates, Terms & Conditions.

    b) To terminate the contract at any time during its currency without assigning any reason 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.

26. **a)** The Collector does not guarantee any definite volume of work or any particular pattern of services at any time or throughout the period of contract.

    b) The mere mention of any item of work in this contract and 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.

    c) In case the approved Transport Contractor fails to transport food grains during currency of the agreement due to any reason, the Collector and Dist. Magistrate shall have 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.

27. **a)** The Transporting Agent shall not sublet, transfer or assign the contract or any part thereof without previous written approval of the Collector and Dist. Magistrate.

b) In the event of the Transporting Agent contravening this condition, the Collector and Dist. Magistrate shall be at liberty to rescind the contract and the Transporting Agent shall be liable for any loss or damage, which the Govt. may sustain in consequence or arising out of such rescinding of the contract.

28. The foodstuff (Rice) shall be transported directly to School points. The delivery shall be made at the School points and Challans of the transporting agent duly acknowledged by the Headmaster shall be submitted within 03 (three) days to the concerned BEO, who in turn shall submit the consolidated acknowledgement certificate to District Education Officer – cum- District Nodal Officer, District Project Management Unit , MDM, Bargarh for further action.

29. The responsibility for weighment should lie with Transporting Agent who should ensure delivery at School points on proper weighment.

30. The Transporter is to furnish the bill voucher relating to cost of transportation by the 10thof every month along with documentation of proof of receipt of the material at School points.

31. While unloading the materials at School points the materials i.e. rice bags shall be measured in presence of the Chairman, two members of SMC & one teacher for weighment of the food grains. The transporter shall carry the weighing machine along with him / them.

32. 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 terms and conditions as laid down herein and in the agreement executed during the period of contract.
33. The Transporting Agent shall attend the office of the District Education Officer-cum- District Nodal Officer, District Project Management Unit, MDM, Bargarh as and when required to receive the R.O. / Diversion order and submit accounts.
34. In case the Transporting Agent fails to maintain the agreement, penalty will be imposed as deemed fit.
35. The authority may terminate the contract within the contract period for violation of terms and agreement and for any other reason to be recorded in writing.
36. Continuing Good conduct of the Transporting Agent shall be an implied condition for continuation of agreement.
37. The contract is liable to be cancelled at any time by the Collector, Bargarh in case of change in Govt. policy or scheme or specifications.
38. The Collector reserves the right to negotiate with the Tenderers.
39. The authority reserves the right to reject any or all tenders received without assigning any reason thereof.

40. Tenderers should submit the following documents along with the Technical Bid.

    A. Original Tender Paper duly signed by the Tenderer at the bottom of each page.

    B. Self-attested copy of the valid address proof of the Tenderer/Firm/Company.

    C. Attested copy of valid Agent License issued to the tenderer under the Carrier License as per the "Carriage by Road Act. 2007" & "Carriage by Road Rules, 2011" by the State Transport Authority.

D. Attested Copy of latest Income Tax return and Copy of PAN Card.

E. Attested Copy of GST registration certificate.

F. The Tenderer/Firm/Company should file an affidavit before the Executive Magistrate/ Notary that he/she has no criminal background or black listed.

G. Solvency Certificate for **Rs. 30,00,000/- (Rupees Thirty Lakhs)** only from the competent Revenue authority should be furnished along with Tender Paper failing which the tender paper will be liable for rejection.

H. **Earnest Money Rs. 5,00,000/-** (**Rupee five lakh)** only in shape in KVP / NSC/ fixed Deposit duly pledged in favour of **District Education Officer–cum-District Nodal Officer, District ProjectManagement Unit(MDM), Bargarh** should be attached with the Tender paper.

I. Certificate from any Govt. organization about past experience and performance if any of the Tenderer/Firm/Company in transportation of rice or any food materials. The authority shall have the right not to accept Tender whose performance was not satisfactory in preceding years under any programme.

J. Affidavit regarding no conviction under Prevention of Food Adulteration Act. & Prevention of Black Marketing Act.

K. List Trucks owned/leased by the Tenderer/Firm/Company with documents (Xerox Copy duly attested.

L. Labour License as per the Contract Labour (Regulation-Abolition) Act.1970.

6/3/2020

Collector and District Magistrate
Bargarh

Annexure-A

Government of Odisha
Department of School & Mass Education
State Project Management Unit (MDM)

No. 1223 / SPMU, Date: 05-12-2019
S&ME (MDM) - 378 /2013 (Pt)

From,
Shri Gangadhar Sahoo,OAS (SAG),
State Nodal Officer (MDM)

To
The District Education Officer-cum-District Nodal officer (MDM),
Baragarh

Sub: Approval for acceptance of single bid for transportation of Mid-Day Meal rice in Baragarh District.

Ref: Letter No.17692 dtd.02.12.2019.

Sir,

With reference to the subject cited above, I am directed to say that the ceiling limit of Transportation Cost from OSCSC depot to school point is Rs.75/- per quintal up to 2018-19. But as per instruction of Govt. of India, the Transportation cost is at par with PDS rate subject to maximum of Rs.150/-per quintal and has been communicated to all District Education Officers (MDM) vide Memo No.906, dtd.17.08.2019.

You are, requested, to adhere to the above instructions for finalization of transportation cost of foodgrains (Rice) from OSCSC depot to school point at your level.

Yours faithfully,

State Nodal Officer (MDM) 5/12/19

Memo No. 1224 / Dt: 05-12-2019

Copy forwarded to the Collector, Baragarh for kind information and necessary action.

State Nodal Officer (MDM) 5/12/19