



**DISTRICT PROJECT MANAGEMENT UNIT  
MID DAY MEAL PROGRAMME  
OFFICE OF THE DISTRICT EDUCATION OFFICER, GAJAPATI,  
PARALAKHEMUNDI**

**TENDER CALL NOTICE**

NO. 2936

Date. 30.03.2021

Sealed tenders are invited in the prescribed forms from the intending Individuals/Company/Firm/Corporation Having valid agents license's for transportation on food stuff under MDM feeding programme of GAJAPATI District during the year 2021-22. The tender paper shall be received at the **DISTRICT PROJECT MANAGEMENT UNIT, MDM PROGRAMME, DISTRICT EDUCATION OFFICE, GAJAPATI, Paralakhemundi** from 01/04/2021 to 15/04/2021 by 10.00 A.M. to 01.00 P.M only by speed post / Regd. Post. They will be opened in the presence of the tenderers or their authorized Agent on 15/04/2021 At 05.00pm at the District. There shall be **two stages bidding –Technical and Financial**. The interested bidders must submit the Technical bid in an envelope super- scribed as **“Technical Bid for Tender of Transportation of M.D.M Food stuff in GAJAPATI district for 2021-22”**. The Financial Bid must be submitted in a separate envelope super-scribed as **“Financial Bid for Tender of Transportation of MDM Food stuff in GAJAPATI district for 2021-22”** Both these envelops must then be placed in a third envelop super-scribed as **“Bid for Tender of Transportation of Mid Day Meal Food stuff in GAJAPATI District for 2021-22”**. The tender received beyond the date and time mentioned above shall not be taken into consideration. The cost of tender paper is non refundable.

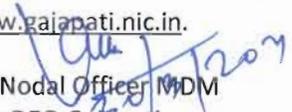
Notwithstanding anything else contained to the contrary in this tender document, the undersigned reserves the right to cancel/withdraw/modify fully or partially the invitation for Bids, or to reject one or more of the bids or cancel the entire tender process without assigning any reason thereof and shall bear no liability whatsoever consequents upon such a decision. The detailed terms and conditions may be downloaded from the **District Website [www.gajapati.nic.in](http://www.gajapati.nic.in)**.

**COLLECTOR & DISTRICT MAGISTRATE,  
GAJAPATI**

Memo No. 2937

Date. 30.03.2021

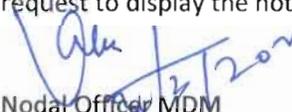
Copy submitted to the District informatics Officer, Gajapati for information & necessary action with a request to make it available in Dist. Website i.e. <http://www.gajapati.nic.in>.

  
District Nodal Officer MDM  
cum DEO Gajapati.

Date. 30-03-2021

Memo No. 2938

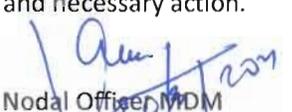
Copy submitted to the PD, DRDA, Gajapati/ Sub-Collector, Paralakhemundi / All District Education Officers of the state / District Project Coordinator, RTE-SSA, Gajapati /CSO, Gajapati / All BDOs/ All BEOs / Executive Officer, Paralakhemundi Municipality with a request to display the notice in their Notice Board for wide publicity / Copy to Office Notice Board.

  
District Nodal Officer MDM  
cum DEO Gajapati.

Memo No. 2939

Date. 30-03-2021

Copy submitted to the State Nodal Officer (MDM) Department of School & Mass Education, Odisha, S.R,C, Building, 1.st Floor, Unit -V, Bhubaneswar for information and necessary action.

  
District Nodal Officer MDM  
cum DEO Gajapati.

**OFFICE OF THE DISTRICT EDUCATION OFFICER, GAJAPATI.**  
**TENDER DOCUMENT FOR APPOINTMENT OF TRANSPORTING AGENT UNDER M.D.M.**  
**PROGRAMME IN RESPECT OF GAJAPATI DISTRICT FOR THE YEAR 2021-22.**

Sl. No.

DTD.

**1. General Information:-**

- 1.1. The transporting agent shall be appointed for the District for handling and transportation of food grains under M.D.M. Distance from the food storage depots of F.C.I. to all School points of Gajapati District located in its Blocks/NACs/Municipalities is furnished for reference.
- 1.2. Cost of tender paper is Rs. 10,000/- (Ten thousand) only.
- 1.3. The tender paper can be downloaded from the District website [www.gajapati.nic.in](http://www.gajapati.nic.in) which must be deposited with bank draft and to be sent only by **speed post / Regd. Post** to the Office of the District Education Officer, Gajapati in sealed envelope along with other papers.
- 1.4. Last date for receipt of Tender Paper is Dt. 15/04/2021 at 01.00 P.M.
- 1.5. Date & Time of opening of Technical Bid is Dt. 15/04/2021 at 05.00PM
- 1.6. Date & Time of opening of Financial Bid in case of Tenderers who are successful in Technical Bid is on Dt. 15/04/2021 at 05.00PM The financial bid of only those Tenderers shall be opened who will qualify in the Technical bid stage.
- 1.7. E.M.D. Rs.3,00,000/- (Rupees Three lakhs) only should be submitted with the tender in shape of Fixed Deposit.
- 1.8. A tentative Requirement for transportation of Food grain per month and per year in the District is given in Annexure.

**Note:-**

- (i) 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.
- (ii) The Tender Paper & Tender document is available in the website of the District i.e. [www.gajapati.nic.in](http://www.gajapati.nic.in). The undersigned shall not be held responsible for any difference between documents uploaded on the website and the document submitted by the bidder.

**2. General Instruction and Guidelines for the Tenderer:-**

- 2.1 The Tenderer shall read all the instructions and guidelines carefully before filling up the Tender Document and submitting the same.
- 2.2 All the instructions, guidelines and the Tender Paper shall be the part of the Agreement.
- 2.3 In case the cost of Tender Paper, EMD and any document as per ANNEXURE-II is not enclosed with the Technical Bid; the Tender Paper shall be rejected.

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

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

- 2.4 The Tenderer will have to Transport food grains under M.D.M Programme from Food Storage Depot of FCI to all Schools of the District located at ULBs/ Blocks.
- 2.5 Tenders not accompanied with, all the required Schedules/ Annexure, intact and duly filled in, signed by self and attested by the Notary Public, the same shall be liable for rejection.

**3. Definitions :-**

- 3.1 The term 'Contract' shall mean and include the notice inviting Tender, the invitation to Tender, incorporating the instruction to Tender, the Tender documents, its Annexures and schedules, acceptance of Tender, agreement and such general and special conditions as may be added to it as & when required .
- 3.2 The term 'Tenderer' shall mean and include the person or persons. HUF, Firm or Company with whom the contract is made including their heirs, executors, administrators, successors and their Authorized Person, as the case may be.
- 3.3 The terms **District Tender Committee** shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of transporting agent and to take decision on all the related matters.
- 3.4 The term Collector means the Collector of the revenue district or any authorized Officers to act on his behalf for a specific work.
- 3.5 The term Govt. shall mean Govt. in School and Mass Education Department of Govt. of Odisha, Bhubaneswar.
- 3.6 The term Food grains for his Contract shall mean and include Rice, Wheat, Sugar , Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the District Tender Committee packed in 50 Kg/ 100 Kg. HDPP bag or jute gunny bag or in packet of any weight meant for MDM Programme.
- 3.7 The term Food Storage Depot of FCI shall mean the food storage depot of the Food Corporation of India from where food grain shall be transported to different School points.
- 3.8 The term transporting agent shall mean & include an Agent appointed by the Collector and District Magistrate, Gajapati for Transportation of Food grains under M.D.M Programme.
- 3.9 The term 'Weighment' shall mean the weighment of food grains in HDPP bag or jute gunny bag either at weighbridge or by using electronic/ manual weighing scale.

**4. Handling & Transporting services:-**

**4.1 Handling and Transporting services required to be performed under the contract have been categorized in 6 (Six) part.**

- 4.1.1 Services at Food Storage Depot of FCI:- Loading of food grains to the vehicles at Food Storage Depot, FCI. Transportation of stock from Food Storage Depot, FCI to School points of different Blocks/ ULBs of the District.
- 4.1.2 Services at School Points - Unloading of stock from the vehicle, weighment of stock by electronic / manual weighing scale and delivery to in-charge of the School. The Tenderer shall arrange required number of labourers and weighing scale. In no case short supply or delivery shall be made by the agent to the School.

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

**(Full Signature of the Tenderer with seal & date)**

- 4.1.3 Collection of spillage both at Rice Receiving Center- Cum- Departmental Storage Center and retail centers, cleaning of stock, bagging as per the standard weight and stitching as per specification for utilization under PDS.
- 4.1.4 The stock of Food grains will be in 50 Kgs/ 100 Kgs. bag or in packet of any weight.
- 4.1.5 Only the total of the Transporting charges per quintal irrespective of distance for schools shall be taken into account during finalization of the tender. For kind reference of the tenderer as **per Govt. instruction (letter No.905/SPMU dated 17.08.2019) MDM Transportation assistance is at par with PDS rate of Gajapati District subject to maximum amount of Rs. 150/- (Rupees One Hundred Fifty) only** per quintal irrespective of distance from FCI Point to school points.
- 4.1.6 The rate quoted by the Tenderer for the H & T operation shall include the cost of weightment of food grains at the point of receipt and deliver.

## **5 Quoting of Rates:-**

- 5.1 The rate of transportation should be quoted per quintal at flat from Food Storage Depot, FCI to different School points of the district.
- 5.2 For kind reference of the tenderer as per the instruction of Govt. of School and Mass Education Department, Odisha the Transportation charges under MDM programme there is a ceiling of Rs. 150/- (Rupees one hundred fifty) only per quintal irrespective of distance from FCI Point to school points.
- 5.3 The tenderer 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.
- 5.4 The eligible tenderer quoting the lowest rate per quintal shall be considered.

## **6 Requirement of Vehicles.**

- 6.1 The vehicle should be suitable for transportation of food grains.
- 6.2 The vehicle should have State or District permit for transportation.
- 6.3 The vehicle has to be registered in the name of the Tenderer 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, Gajapati with substitute of a suitable vehicle in the name of the Tenderer along with its documentary evidence.
- 6.4 The Tenderer 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 vehicles inside the urban area.

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

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

## **7 Tenderer Process:-**

The 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 Gajapati district for 2021-22”**. The Envelope for Financial Bid shall be super-scribed as **“Financial Bid for Tender of Transportation of Mid Day Meal Food stuff in Gajapati district for 2021-22”**. 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 Gajapati District for 2021-22”**.

## **8. Others:-**

- 8.1 The contract, if any, which may eventuate from this Tender, shall be governed by the terms and conditions of contract as contained in the invitation / instructions to the Tenderer and provisions contained in the Tender documents.
- 8.2 The instructions to be followed for submitting the Tender papers are set out below:
- 8.3 Information about Tenderers: The Tenderers must furnish full, precise, correct and accurate details of information asked for in the Tender documents, Technical Bid & Price Bid.
- 8.4 **Signing of Tender Papers:** person or persons signing the Tender Papers shall state in what capacity, he/she is or they are signing the Tender, e.g. as sole proprietor of a firm or as a Secretary/ manager/ Director etc., of a limited company or as a partner of a partnership firm or karta of HUF. The names of all the partners and directors should be disclosed and the Tender shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. An attested copy of the partnership deed shall be furnished with the Tender Papers. In case of a limited company, the names of the Director shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the limited company. A copy of the Memorandum and articles of Association of the company along with the Copy of the resolution of the company authorizing the person who will sign the Tender Paper on behalf of company shall be attached to the tender document. In case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the HUF, shall sign the Tender and indicate his status below his signature.
- 8.5 The persons signing the Tender Paper or any document forming part of the Tender, on behalf of another or on behalf of a firm or on behalf of a company shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he/she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said registered power of attorney, his/her Tender Papers shall be liable for rejection without prejudice to any other rights.
- 8.6 The “Power of Attorney” shall be executed by all the partners in the case of a partnership concern: by the proprietor in the case of a proprietary concern and by the person who by his/her signature can bind the company in the case of a limited company. In the case of a Hindu undivided family “Power of Attorney” shall be executed by the Karta of the family who by his/ her signature can bind the HUF.
- 8.7 The successful Tenderer shall ensure that the necessary documents authorizing the person who has signed the Tender to bind his/her firm or the company or HUF have been filed and registered as per the provision of law.

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

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

8.8 **Experiences Certificate:-**

Certificate of past experiences (at least one year) & performance of the Tenderer in Transporting rice or any food materials from Govt. organization should be submitted along with the Tender paper.

9. **Earnest Money Deposit:-**

Each Tender must be accompanied by an EMD of Rs. 3,00,000/- (Rupees three Lakh) only in shape of fixed Deposit issued by any Nationalize/ scheduled Bank duly pledged in favour of District Nodal Officer (MDM), Gajapati, payable at Gajapati. In case the Tender Paper submitted is not accompanied by EMD, the Tender Paper shall be summarily rejected.

9.1 EMD shall be forfeited in case the successful Tenderer fails to furnish the requisite security deposit by the date prescribed by the Collector and District Magistrate, Gajapati for execution of Agreement and to take up the work, without prejudice to any other rights and remedies under the contract and law.

9.2 EMD shall be refunded to all unsuccessful Tenderers.

9.3 No interest shall be payable on the amount of earnest money.

9.4 The EMD furnished by the successful Tenderer can be adjusted towards security Deposit if requested by him in writing.

10. **Security Deposit:-**

10.1 The security deposit of **Rs. 7, 00,000/- (seven Lakhs)** for the successful bidder of H & T operation in following manner.

10.2 The security deposit shall be in shape of Bank Draft/ fixed deposit/ Bank guarantee issued by any Nationalized/ Scheduled Bank and pledged in favour of DEO-cum-District Nodal Officer (MDM), Gajapati for the entire agreement period and such periods shall be decided by the Collector, Gajapati.

10.3 Security deposit furnished by the Tenderer shall be subject to the terms and Conditions contained in this tender document.

10.4 The EMD of a successful tenderer can be adjusted towards security deposit as per his/ her request.

11. **Solvency Certificate:-**

11.1 A valid solvency certificate obtained from the revenue authority or Bank guarantee for Rs. 50, 00,000/-(Rupees fifty lakh) only must be furnished along with the tender paper. The solvency certificate must have been issued by the competent authority.

11.2 The tender not accompanied by a valid solvency certificate/ Bank guarantee shall be summarily rejected.

12. **Delivery of Tender Document:-**

12.1 The tenderers shall submit Tender documents duly filled in, complete and signed on each page in a sealed envelope being super scribed as Tender for appointment of "TRANSPORTING AGENT FOR M.D.M PROGRAMME OF GAJAPATI DISTRICT" addressed to "DISTRICT EDUCATION OFFICER, GAJAPATI" by **Speed post or Regd. post** only and it should reach with the stipulated date and time i.e. by 15/04/2021 (05:07PM). Tender Paper received after the stipulated date and time shall not be entertained.

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

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

- 12.2 Tender document shall be accompanied with EMD of the required amount. The Tenderers, who have downloaded the tender paper from the district website shall have to pay an amount of Rs. 10,000/- (Rupees ten Thousand) only along with the Tender Paper which is non- refundable. The amount shall have to be in the form of a crossed Demand Draft issued by any Nationalized/ Scheduled Bank in favour of District Nodal Officer (MDM), Gajapati. .
- 12.3 All credentials, documents and copies of certificate/ information called for shall be submitted along with the Tender papers duly signed and attested by the Notary Public.
- 12.4 The rate of Handling & Transportation shall be a consolidated one.
- 12.5 The Tender shall quote a "SINGLE RATE PER QUINTAL" for all the services specified.
- 12.6 The rate shall be per quintal irrespective of distance covered from receiving point to the distributing point.
- 12.7 The Tendereres are required to quote the rate per quintal, inclusive of cost of all the services required for Handling & Transportation operation & delivery.

**13. Opening of Tender Paper:-**

- 13.1 The tender paper shall be opened at o/o- Collector Gajapati on the date & time as decided by Collector, Gajapati. The tenderers shall be at liberty to be present either in person or through an authorized representative at the time of opening of Tender. The authorized representative shall furnish the authorization letter duly executed by the Tenderer before opening of Tender.
- 13.2 If the last date for receipt and opening of Tender Paper happens to be a holiday, Tender Paper will be received & opened on the next working day following the holiday.

**14. Corrupt Practices:-**

Canvassing in any form on the part or on behalf of the Tenderer shall also make his Tender liable for rejection.

**15. Relationship with third parties:-**

- 15.1 All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the Collector and District Magistrate, Gajapati.
- 15.2 The contractor shall also undertake to make the third parties fully aware of the aforesaid position.

**16. Liability for Personal:-**

- 16.1 All persons employees by the Transporting Agent contractors shall be treated as their own employees/ workers in all respects and the responsibility under the workmen's compensation Act 1923; Employees Provident Fund Act 1952; Maternity Benefit Act 1961; Contract Labour ( Regulation & Abolition ) Act 1970; Payment of Gratuity Act 1972; Equal Remuneration Act 1976; ESI Act 1948; Minimum Wages Act 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor.

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

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

The contractor shall be bound to indemnify the Collector and District Magistrate, Gajapati against all claims whatsoever, in respect of the said personnel under the workman's compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained in whatever form by any workman or other person whether in employment of the contractor or not.

- 16.2 The contractor shall be liable for making contribution in accordance with the provisions of the Employees Provident Funds Act 1952 and the scheme framed there under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and deposit the same with concerned PF authorities. If, on account of the default of the contractor in making such payments or for any other reason, the Collector and District Magistrate, Gajapati make such contributions on behalf of the contractor, the Collector and District Magistrate, Gajapati shall be entitled to set off against the amount due to the contractor, the contribution made by it including penalty, if any on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

The agent shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act, 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the officers of the Regional Provident Commissioner and to the District Magistrate or an Office authorized by him or acting on his behalf.

- 16.3 In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Govt. / Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction un authorized made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

- 16.4 Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees/ workers employed by the contractor, he shall pay the following to them.

**16.4.1 Payment of wages to Workers:-**

The Transporting Agent shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rates notified by appropriate authority at the time of inviting tenders for the work. The Agent shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and register of fines and deductions etc.

**16.4.2 Weekly Off:-**

The contractors shall allow or cause to be allowed to the workers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty.

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

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

**16.4.3 Attendance Allowance:-**

The contractor shall pay the required attendance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

- 16.4.4 Aforesaid wage / benefits at clause **16.4.1 to 16.4.3** shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The Collector and District Magistrate, Gajapati shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons on non fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non observations of the regulations/ enactments mentioned in clause **16.1 and 16.2**.

**17. Delays, Strikes etc:-**

- 17.1 The contractor shall be responsible for delays in H & T operation which may arise on account of any reason.
- 17.2 Strikes by contractor's workers on account of any dispute between the contractor and their workers as to wages or 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 this account.

**18. Liability of Transporting Agent for losses etc, suffered by the Government:-**

- 18.1 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, Gajapati 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.
- 18.2 The Collector and District Magistrate, Gajapati 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, Gajapati 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, Gajapati the transporting Agent shall pay to the Collector & District Magistrate, Gajapati on demand, the remaining balance of the aforesaid sum claimed.

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

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

18.3 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 DEO-cum-District Nodal Officer (MDM),Gajapati or any officer acting on his behalf, **the Collector an District Magistrate, Gajapati 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.**

**19. Set Off:-**

Any sum of money due and payable to the transport agent (including security deposit Returnable) under this contract may be appropriated by the Collector and District Magistrate, Gajapati set off against any claim of the Collector, for the payment of any Sum of money arising out of or under any other contract made by the Transport Agent With the Collector.

**20. Interviews and acceptance of Tender:-**

20.1 The Tenderer is required to proceed to the office of the Collector, Gajapati or any Officer authorized by the Collector for the above purpose at his/ her own expenses and without any obligation, if called.

20.2 The District Tender Committee reserves the right to reject any or all Tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

20.3 The successful Tenderer shall be intimated about the acceptance of his / her Tender by a letter/ fax/ e-mail/ phone and which shall be acted upon immediately, without awaiting for the post copy in confirmation.

**21. Execution of Agreement:-**

21.1 The successful Tenderer shall enter into an agreement with the Collector, Gajapati in the prescribed format.

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

21.3 Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly attested by Class-I Gazetted Officer.

21.4 The agreement shall be executed within the time prescribed by the Collector, Gajapati 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 stand forfeited at the discretion of Collector.

**22. Period of Contract:-**

22.1 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 and District Magistrate.

22.2 The Collector and DEO-cum-District Nodal Officer (MDM), Gajapati reserves the following rights.

22.2.1 To extend the period of contact for any further period beyond the original contract period of one year on the same rates, terms and conditions;

22.2.2 To terminate the contact at any time during 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.

22.2.3 To award similar works on the basis of said contract on mutual agreement with other contractor.

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

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

### **23. Summary Termination:-**

- 23.1 In the event of 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 DEO-cum-District Nodal Officer (MDM), Gajapati 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.
- 23.2 The non performing / defaulting contractor **may be suspended / banned for trade relation / black listed for a period up to 2 years based on the gravity of non performance/ default of the contractor, by the DEO-cum-District Nodal Officer (MDM), Gajapati whose decision in the matter shall be final and binding.**
- 23.3 **The Collector and District Magistrate, Gajapati 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 unworkman like performance of any of the services under the contract.**
- 23.4 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 and District Magistrate, Gajapati 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 labour, 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.

### **24. Volume of Work:-**

- 24.1 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.
- 24.2 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.
- 24.3 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 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.

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

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

**25. Subletting:-**

- 25.1 The Transporting Agent shall not sublet; transfer or assign the contract or any part thereof without previous written approval of the Collector and District Magistrate.
- 25.2 In the event of the Transporting Agent contravening this condition, the Collector and District Magistrate shall be entitled to place the contract elsewhere on the contractor account and at his / her risk and the Transporting Agent shall be liable for any loss or damage, which the Govt. may sustain in consequence or arising out of such replacing of the contract.

**26. Remuneration:-**

- 26.1 The Transporting Agent shall be paid with the remuneration in respect of the services described in Clause-04 and performed by them at the contract rate.
- 26.2 **The payment shall be made for the H& T operation only for net quantity of Food grains. No Payment shall be made for the weight of the containers/ bags/ packaging materials.**
- 26.3 If the Transporting Agent is required to perform any service in addition to those specifically provided for in the contract, the Transporting Contractor remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- 26.4 The Transporting Agent will have the right to represent in writing to the Collector and District Magistrate that a particular service which he/ she is being called upon to perform is not covered by any of the services specifically provided for in the contract or as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the Transporting Agent right in this regard will be deemed to have been waived.
- 26.5 The question whether a particular service is or not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incident also any of such services, shall be decided by the District Tender Committee, whose decision shall be final and binding on the Transporting Agent.
- 26.6 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 happenings including natural calamities. He shall be responsible for any loss that may arise due to his failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the Collector and District Magistrate in this matter shall be final and binding on Transporting agent.
- 26.7 Shortage of stock/ Damage of stock, in quantity and quality, during transit shall be covered from the dues of the Transporting Agent at the economic cost of Food grains.

**27. Payment:-**

- 27.1 Payment will be made by the **MDM Programme, DEO-cum-District Nodal Officer (MDM), Gajapati** on submission of bills, in duplicate as per the format and procedure prescribed.
- 27.2 In order to facilitate fast disposal of bills, the Transporting agent will submit his/ her bill on quarterly basis.

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

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

- 27.3 The payment shall normally be made by the **DEO-cum-District Nodal Officer (MDM), Gajapati** within 30 days of submission of complete set of bills in the format and procedure prescribed.
- 27.4 The payment shall be made through cheque/ A/C payment system for which the following details shall be provided by the Transporting Agent immediately after commencing of the contract:-
- (1) Bank Account No.
  - (2) Name of the Bank & Branch
  - (3) Bank RTGS code (IFSC code)
  - (4) PAN No.
- 27.5 Income Tax (TDS) shall be recovered from the bills of the Transporting Agent at the applicable rate.

**28. Duties and Responsibility of the Transporting Agent:-**

- 28.1 The Transporting Agent is required to keep continuous & close liaison with the Collector and District Magistrate and with the Food Storage Depot, FCI in respect of Programme of Handling & Transportation of stock.
- 28.2 The Transporting Agent shall take complete care of the stocks from the time of its handling at Food Storage Depot, FCI (receiving point) till it is delivered to the in-charge of School (delivery point). The transportation of food grain shall be strictly from the food storage depot of F.C.I. to direct School points preferably within 48 hours of lifting. No in transit godown is allowed. However in case of any exigency any Govt. premises may be used as godown with the permission of the Collector, Gajapati. Specific route chart for each individual vehicle should be maintained with prior intimation to Block Education Officer-Cum-Nodal Officer (MDM) of the Block concerned.
- 28.3 The Transporting agent shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of person of ordinary prudence in the conduct of his/ her activities.
- 28.4 The Transporting Agent shall engage competent and adequate staff and labour to the satisfaction of authorities for ensuring efficient H & T operation.
- 28.5 He/ She shall furnish true and correct and up to date position/ information/ progress of work statement and accounts.
- 28.6 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.
- 28.7 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.
- 28.8 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 paper worth Rs. 50/- duly registered before competent authority. The Transporting Agent will be liable for all the activities of authorized person.
- 28.9 The Transporting Agent shall issue Identity Card with Photograph to all his Employees including driver & helper, manager, clerk etc.

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

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

- 28.10 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.
- 28.11 The Transporting Agent shall collect the spillage at the time of handling operation at Food Storage Depot, FCI and at school point. He/ She shall clean the same and fill the stock in bag & stitch it for utilization under MDM. The rate quoted by the Transporting Agent is inclusive of the cost incurred in these activities.
- 28.12 The Transporting Agent shall have adequate vehicle arrangements for H & T operation within the stipulated period as communicated by the DEO-cum-District Nodal Officer (MDM), Gajapati.
- 28.13 The Transporting Agent shall accordingly assess the requirement of labourers and vehicles for completion of the work within the stipulated period.
- 28.14 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 DEO-cum-District Nodal Officer (MDM), Gajapati.
- 28.15 The Transporting Agent shall carry adequate number of weighing scale in each truck for compulsory weighment of full stock at retail centers during delivery of stock.
- 28.16 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.
- 28.17 The Transporting Agent shall ensure that their workers do not use large hooks for handling Food grains bags/ packets at any stage. The use of hooks other than those if any approved by the Govt. shall render the contract liable for cancellation. 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.
- 28.18 The Transporting Agent shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authority, other Local Bodies and S &ME Department.
- 28.19 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.
- 28.20 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.

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

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

- 28.21 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 retailers dealer. He/ She shall deliver the equal quantity and quality of Food grains to the School as received by them at Food Storage Depot, FCI 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.
- 28.22 The Transporting Agent shall be responsible for performing all or any of the Services detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the Collector and District Magistrate or an Officer acting on their behalf.
- 28.23. The Transporting Agent shall, whenever required, supply petromax lamps/ alternate light arrangement for carrying out work during night.
- 28.24. 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.
- 28.25. The Transporting Agent shall paint the vehicles in specified color and information as prescribed by the Collector and District Magistrate shall be pasted on the front glass of the vehicle. No extra remuneration, what so ever 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.
- 28.26 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.
- 28.27 The Selected transporting Agent prescribed from within the time as may be prescribed by the DEO-cum-District Nodal Officer (MDM), Gajapati Failure 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.

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

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

- 28.28 The Transporting Agent shall obtain transit insurance coverage of the Food grains Stocks at economic cost in the name of The Collector and District Magistrate, Gajapati covering all type of risks from the point of loading to trucks, transporting to specified School point & till the stock is delivered to the School. 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. It shall be the duty of Transporting Agent to make adequate insurance coverage to cover the full value of stocks (economic cost) handled and transported. 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.
- 28.29 **The Tenderer whose EMD has been forfeited earlier, will not be qualified.**
- 28.30 The Tenderer shall guarantee the transportation of 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.
- 28.31 If required 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.
- 28.32 Transport Contractor shall also strictly comply the conditions laid down by Govt. for MDM Transportation from time to time.

## **29. Instruction to fill up the Technical Bid:-**

- 29.1 The Tenderer shall go through the Tender Documents thoroughly before filling the Technical Bid (**Annexure-I**) and submitting the same at Office of the District Education Officer, Gajapati.
- 29.2 The number of pages in the Tender Paper and Tender Document to be checked to ascertain that all the pages are intact.
- 29.3 The Technical Bid has to be filled neatly and there shall be no overwriting.
- 29.4 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.
- 29.5 The Tenderer shall affix a self attested pass port size photograph on the Technical Bid at the specified space.
- 29.6 The Tenderer shall enclose the cost of Tender Paper.
- 29.7 The Tenderer shall enclose the cost of EMD of requisite amount.
- 29.8 All the documents as per the Check List (**Annexure-II**) have to be submitted.
- 29.9 Conditional Bid shall not be accepted.
- 29.10 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.
- 29.11 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**).
- 29.12 The Tender Paper, Tender Document, Technical Bid and copy of the documents (**Annexure-II**) & declaration (**Annexure-III**) have to be signed by the Tenderer.
- 29.13 Documents to be enclosed as per Annexure have to be attested by the Notary Public.
- 29.14 **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).**

### **30. Instruction to fill up the Price Bid:-**

- 30.1 The rate of Handling & Transportation shall be a consolidated one.
- 30.2 The Tenderer shall quote a SINGLE RATE PER QUINTAL for all the services as Specified and may apply for one or more blocks.
- 30.3 The instruction to fill up the Price to be read carefully by the Tenderer before filling up the Price Bid.
- 30.4 The rate shall be per quintal from Food Storage Depot, FCI to different school points irrespective of their distance of tagged Block / NAC / Municipality / Municipal Corporation.
- 31.5 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.
- 31.6 For kind reference of the tenderer as per the instruction of Govt. of School and Mass Education Department, Odisha the Transportation charges under MDM programme the ceiling is at par with PDS rate of Gajapati District subject to maximum amount of Rs. 150/- (Rupees One Hundred Fifty) only per quintal irrespective of distance from FCI Point to school points.

### **32. Arbitration:**

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

### **33. Jurisdiction of the Court:-**

- 33.1 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. Gajapati 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.
- 33.2 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.

**Collector & District Magistrate,  
Gajapati.**

**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 FOOD STORAGE DEPOT, F.C.I TO  
DIFFERENT SCHOOL POINTS OF GAJAPATI DISTRICT.**

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  
(With PIN Code) & Police Station:- \_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No:- \_\_\_\_\_  
  
Mobile NO:- \_\_\_\_\_  
  
FAX No:- \_\_\_\_\_  
  
E-mail Address:- \_\_\_\_\_

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

5. Full address of Operating/ Branch Officer

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

\_\_\_\_\_

Telephone No:-

\_\_\_\_\_

Mobile NO:-

\_\_\_\_\_

FAX No:-

\_\_\_\_\_

E-mail Address:-

\_\_\_\_\_

6. Name, Telephone No:-

\_\_\_\_\_

Mobile No/ E-mail address of: - \_\_\_\_\_

Authorized Officer/ Person to

Coordinate with the office of the

DEO-cum-District Nodal Officer, MDM, Gajapati \_\_\_\_\_

7. Banker of the Tenderer \_\_\_\_\_

(Attached certified copy of statement of \_\_\_\_\_

A/C for the last six month) \_\_\_\_\_

Address & Telephone Number \_\_\_\_\_

Of Banker

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

8. List of properties in the name of the Tenderer:-

| Sl.No | Particulars      | Details of Properties | Approximate Market Value (In Rs.) |
|-------|------------------|-----------------------|-----------------------------------|
| 1     | Light Vehicle    |                       |                                   |
| 2     | Heavy Vehicle    |                       |                                   |
| 3     | Fixed Deposit    |                       |                                   |
| 4     | Bank Deposit     |                       |                                   |
| 5     | Security Deposit |                       |                                   |
| 6     | Other            |                       |                                   |

9. 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                       |                       |          |       |            |         |                                   |

10. Details of 10 wheel Transport Vehicle in the name of the Tenderer:-

| Registration number of vehicle | Fitness Certificate Number if any | Type of Vehicle (Heavy, Medium, Light) |
|--------------------------------|-----------------------------------|--|
|                                |                                   |  |
|                                |                                   |  |

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

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

12. Registration No. in the case of Company:- \_\_\_\_\_

13. Experience Details:-

14. 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.

15. TAN No.(If any):- -----

(Enclose copy of latest return filed)

16. Additional information, if any

(Attach separate sheet, if require.)

I do hereby undertake that, I am agreed to the terms and conditions of the Tender paper and Document and quoted the consolidated rate for all the Transporting and handling operation at Food Storage Depot, FCI and School point. I have enclosed the required documents duly signed and attested by the Notary Public as specified in Checklist (Annexure-II)

Date:-

Signature of Tender/ Authorized Person

Place:-

Name:-

Seal:-

Telephone No:-

Mobile No:-

Email No:-

**Full signature of the Tenderer with Date & Seal**

**ANNEXURE-II**

**CHECK LIST**

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

| Sl.No | Name of the Document  | Put "mark" |
|-------|---|------------|
| 1     | Tender & Tender document.   |            |
| 2     | Technical Bid.  |            |
| 3     | EMD   |            |
| 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.  |            |
| 7     | Experience Certificate.   |            |
| 8     | List of movable and immovable properties.   |            |
| 9     | Copy of the latest income-tax return and copy of PAN No.  |            |
| 10    | 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. |            |
| 11    | List of two 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**

**ANNEXURE-III**

**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**

**ANNEXURE-IV**

**PRICE BID**

**FOR APPOINTMENT OF TRANSPORTING AGENT FOR TRANSPORTATION OF FOOD GRAINS UNDER M.D.M PROGRAMME FROM FOOD STORAGE DEPOT, F.C.I TO DIFFERENT SCHOOLS POINT OF GAJAPATI DISTRICT.**

I do here by tender my single Quoted Rate for lifting and transporting charges of food stuffs from FCI godown to school 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**

| <b>Programme</b>    | <b>Per Year</b> | <b>Per Month</b> |
|---------------------|-----------------|------------------|
| MDM (Primary)       | Q. 11520        | Q. 1152          |
| MDM (Upper Primary) | Q. 10080        | Q.1008           |

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

**ANNEXURE-V**

**I will abide by all the terms and conditions incorporated in MDM guideline as prescribed by the Government of Odisha, School and Mass Education Department, Odisha, Bhubaneswar.**

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