

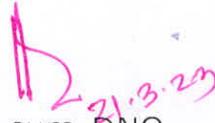
DISTRICT EDUCATION OFFICE, PURI
DISTRICT PROJECT MANAGEMENT UNIT, PM POSHAN (MDM), PURI
TENDER CALL NOTICE NO. 117/DT.21.03.2023



ENGAGEMENT OF TRANSPORT AGENTS FOR TRANSPORTATION OF RICE UNDER PM POSHAN (MDM) PROGRAMME IN PURI DISTRICT DURING 2023-24

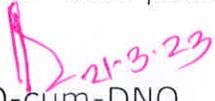
Sealed tenders are invited from the intending registered Transport Contractors/Agents having valid agent license for engagement of Transporting Agent under PM POSHAN (MDM) Programme for transportation of Rice from OSCSC Ltd. to school points w.r.t. all blocks in Puri District during the year 2023-24 in two bid systems (Technical & Financial Bid) as detailed below.

The detailed BID document is available in the website www.puri.nic.in/www.opepa.odisha.gov.in. Interested and eligible agency / firm may download the BID DOCUMENT from the above website and apply accordingly. Corrigendum / addendum, if required, will be uploaded in the above website. Hence potential bidders are requested to be in continuous touch with the above website. The Tender Inviting Authority (TIA) reserves the right to accept/ reject any full or part/ all BID/ cancel the entire selection process at any stage without assigning any reason thereof.


DEO-cum-DNO
PM Poshan(MDM), Puri

Memo. No. 118 / Dt.21.03.2023

Copy forwarded to the NIC, Puri/ Office Notice Board of DEO, Puri/ Notice Board of Collector, Puri/CDO-cum-EO, ZP, Puri/ Sub-Collector, Puri/ Executive Officer, Puri Municipality, Puri/CDMO, Puri/ RTO, Puri/DSWO, Puri/DLO, Puri/ D.I.P.R.O., Puri /All Block Education Officers of Puri district/ All Block Development Officers of Puri district/ All Tahasildars of Puri District/ Executive Officer of all NACs/ State Project Director, SS, Bhubaneswar/State Nodal Officer, MDM, SPMU, Bhubaneswar for information with a requested to display the Tender Call Notice in their office Notice Board/Web site for wide publicity for information to general public.


DEO-cum-DNO
PM Poshan(MDM), Puri



Mid Day Meal Scheme

BID DOCUMENT

FOR

**ENGAGEMENT OF TRANSPORTING AGENTS FOR
TRANSPORTATION OF RICE UNDER PM POSHAN (MDM)
PROGRAMME IN PURI DISTRICT DURING 2023-24**

Notice Inviting Tender No. 117 Dated 21-03-23

OFFICE OF THE DEO-cum-NODAL OFFICER, MDM, PURI

CONTENTS OF BID DOCUMENT

Sl. No.	Description of Contents	Page Number
1.	Important information to the Bidders	
2.	Bid Document: Scope of work and general instructions for Bidders.	
3.	Application-Technical Bid	
4.	Application-Financial Bid	

IMPORTANT INFORMATION TO THE BIDDER.

Sl. No.	Particulars	Details
1.	Tender Inviting Authority (TIA)	District Education Officer-cum-Nodal Officer, MDM, Puri
2.	Availability of the Bid document	www.puri.nic.in/www.opepa.odisha.gov.in
3.	Date of Issue of the Bid	21-03-2023
4.	Last date and time of receipt of the Bid only through speed post / registered post.	11-04-2023
5.	Date & time for opening of Technical BID.	12-04-2023
6.	Date of opening of Financial BID	Will be declared on the date of opening of the technical bid after assessing nos. of participating bidders.
7.	Bid Processing Fee (Non-Refundable)	Rs.5,000/- (Rupees Five Thousand Only) in shape of Demand Draft drawn in any Nationalized/ Scheduled bank favouring District Education Officer-cum-Nodal Officer, MDM, Puri, payable at Puri which will be annexed with the Technical Bid.
8.	Earnest Money Deposit (EMD) * (Refundable without interest)	Rs.2,00,000/- (Rupees Two Lakhs only) in shape of Demand Draft
9.	Address & mode of submission of proposal	O/o the District Education Officer-cum-Nodal Officer, District Project Management Unit, Puri, LIC Colony UGUPS Campus, Chandan Hazuri Marg, Puri, PIN-752001. Mode of Submission: Speed Post / Registered Post only to the address as specified above during the office hour only). Submission of proposal through other mode and late received bid will be rejected.
10.	Place of Opening of Proposal:	O/o the District Education Officer-cum-Nodal Officer, DPMU, MDM, Puri, At- LIC Colony UGUPS campus, Chandan Hazuri Marg, Puri, PIN-752001. In case of change of address, the bidders will be intimated accordingly prior to opening date.

General Information and Guidelines for the Bidder:

1. The Bidder shall read all the instructions and guidelines carefully before filling up the Tender papers and submitting the same.
2. All the instructions, guidelines and the Tender paper shall form part of the required Agreement.
3. In case any document as per the annexure-IV is not enclosed to the Technical Bid, the Tender Paper shall out rightly be rejected.
4. The District Tender Committee reserves the right to negotiate with the lowest Bidder for workable/feasible rate.
5. The District Tender Committee reserves the right to have cross negotiation with all the qualified Bidders, if required, to finalize the rate for transport operation.
6. Tender paper not accompanied with all the schedule/ Annextures, documents as detailed at Checklist (Annexure-IV), the same shall be liable for rejection.
7. Last date of submission/receiving of tender papers:-dt. 11-04-2023
8. Opening of Technical Bids of tenders at 4.00 PM on dt. 12-04-2023
& opening of Financial Bids at _____ on dt. _____.

BID DOCUMENT
FOR
ENGAGEMENT OF TRANSPORTING AGENTS FOR
TRANSPORTATION OF RICE UNDER PM POSHAN (MDM)
PROGRAMME IN PURI DISTRICT DURING 2023-24.

The District Education Officer-cum-Nodal Officer, MDM, Puri invites bids from the reputed & credible transport agent / firms / agencies for engagement of transporting agents for transportation of rice under Prime Minister POSHAN (MDM) Programme in Puri district for the year 2023-24.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Eligibility Criteria :

The transport agents /firms /agencies must have:

- (a) Office as well as transport agent must be from State of Odisha for easy service
- (b) Valid PAN
- (c) Valid GST Registration Certificate.
- (d) Labour certificate issued by the Labour Commissioner/ DLO.
- (e) Valid Permit for movement of vehicles
- (f) Last Three Year experience Certificate of similar work
- (g) Income Tax Return for the Financial Year 2019-20, 2020-21, 2021-22 i.e. Assessment Year 2020-21, 2021-22, 2022-23.

2. Application Procedure:

- (a) The Bid has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes super scribed "**Technical Bid for Empanelment of Transport Agents / Agencies for transportation of Rice under PM POSHAN (MDM) Programme in Puri district for the year 2023-24**" & another sealed envelope super scribed "**Financial Bid for Empanelment of Transport**

Agents / Agencies for transportation of Rice under PM POSHAN (MDM) Programme in Puri district for the year 2023-24". Both sealed envelopes should be kept in another sealed envelope super scribed "**Tender for Empanelment of Transport Agents / Agencies for transportation of Rice under PM POSHAN (MDM) Programme in Puri district for the year 2023-24".**

(b) Technical Bid & Financial Bid.

The Bidder has to fill up the Technical bid Form (**Tech-1, Tech-2, Tech-3, and Tech-04**) & submit it with a separate envelope with all self-attested documents/ papers as mentioned. Similarly, the Financial Bid form has to be filled up as per prescribed form (**Fin-1 & Fin-2**) and to be submitted in separate sealed envelope. The bidder is to quote price in the prescribed format (FIN-2). Only GST as applicable shall be included in the cost.

(c) The tender should be addressed to O/o the District Education Officer-cum-Nodal Officer (MDM), DPMU, Puri, At- LIC Colony UGUPS campus, Chandan Hazuri Marg, Puri, PIN-752001.

(d) The Bid document shall be available in website www.puri.nic.in/ www.opepa.odisha.gov.in and the cost of the tender paper is to be enclosed in shape of crossed Demand Draft drawn in favour of "District Education Officer-cum-Nodal Officer, MDM, Puri" payable at Puri along with the **Technical BID.**

(e) Earnest Money Deposit (EMD): The bidder is to submit EMD amounting to **Rs.2,00,000/-**. The EMD (refundable - without interest), may be submitted in shape of Demand Draft from any Nationalized or scheduled bank drawn in favour of "**District Education Officer-cum-Nodal Officer, MDM, Puri**" Payable at Puri failing which the tender shall be rejected summarily. The instrument in original should be necessarily accompanied with the Technical Bid. The EMD of the un-successful bidders shall be refunded within 30 days after award of contract. The EMD shall be forfeited in the event of withdrawal of the tender once submitted or

in case of a successful bidder who (i) fails to execute the agreement within specified period & (ii) not submitted performance security and/or express its inability to supply the finished material within the stipulated period. The EMD of successful bidder shall be refunded after receipt of Performance security.

(f) The interested Bidders are to enclose self-attested photocopies of the following valid documents/papers **in the Technical Bid envelope**. The proposal submitted without the following documents / papers shall not be considered.

- (a) Proof of Office must be setup in the State of Odisha
- (b) Valid PAN
- (c) Valid GST Registration Certificate.
- (d) Labour certificate issued by the Labour Commissioner/ DLO.
- (e) DD amounting to Rs.5,000/- (Rupees Five Thousand) (non-refundable) as bid processing fee
- (f) EMD in shape of Demand Draft
- (g) Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
- (h) Last Three Year experience Certificate of similar work
- (i) Income Tax Return for the Financial Year 2019-20, 2020-21, 2021-22 i.e. Assessment Year 2020-21, 2021-22, 2022-23.

3. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be considered & opened.

4. Submission & opening of Tender:

- (a)** The interested Bidders may submit the tender document complete in all respects along with EMD, bid processing fee and other requisite documents on or before dt. 11-04-2023 (in all working days) addressed to District Education Officer-cum-Nodal Officers, MDM, Puri, At- LIC Colony UGUPS campus, Chandan Hazuri Marg, Puri,

PIN-752001 only by Registered Post / Speed Post. The Authority is not responsible for any postal delay. No other mode of submission of bid shall be entertained.

- (b) **Late Bidders:** Any bid received by the authority after the prescribed time and dateline for submission of bids will not be considered and opened. Thus the same is deemed to be rejected.
- (c) The Technical bids shall be opened on the scheduled date and time on 12-04-23 at 4.00 pm the **O/o DEO-cum-Nodal Officer, MDM, Puri** in the presence of the bidders/representatives of the bidders, if any, who wish to be present on the spot at that time.
- (d) The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The date, time & place of opening of Financial BID will be communicated after evaluation of Technical BID.

5. Evaluation of BID:

- (a) The Purchase Committee of the District Project Management Unit, MDM, Puri will evaluate the Technical & Financial BID. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.
- (b) The technically qualified bidder quoting lowest price in the Financial Bid shall be considered for award of contract. It is not that the tender will be awarded to the bidder quoting the lowest rate, if the rate is not feasible/ workable

Acceptance or Rejection of the Bids:

- (a) The TIA reserves the right to accept / reject any / all bids / cancel the entire selection process at any stage without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidder/s on account of such rejections.
- (b) Any bid with incomplete information is liable for rejection.

6. Award of Contract:

The contract will be awarded to the Bidder/s substantially responsive to the Bid document & offered lowest evaluated cost. It is not that the tender will be awarded to the bidder quoting the lowest rate, if the rate is not feasible/ workable

7. Signing of Contract:

- (a) The successful bidder/s whose bid has been accepted will sign an agreement with the TIA within 2 days of issue of the work order.
- (b) Failure by the Bidder to comply with the requirement of above mentioned clause, the offer shall be rejected and the Bidder shall have no claim further.

8. Performance Security Deposit:

The selected bidder shall have to submit Performance Security Deposit of **05% of contract value** in shape of bank draft drawn on any Nationalized / Scheduled Bank in favour of the "**District Education Officer-cum-Nodal Officer, MDM, Puri**" payable at Puri only within 2 days from issue of the work order.

9. Payment terms:

- The Transporting Agent shall carry the delivery chalan to the schools with three copies and carbon paper. One copy of the delivery chalan shall be retained at the school; one copy shall be retained with the Transporting Agent and one copy shall be handed over to the District Nodal Officer-cum-District Education Officer, Puri for verification and Payment.
 - Payment shall be made against submission of bills as per approved rates incorporated in the Agreement on completion of delivery of food stuff as per the order of the competent authority. The District Education Officer-cum-District Nodal Officer, MDM, Puri/ Authorized officer shall have the right to deduct and adjust any amount found recoverable towards loss or damage or both.
 - No advance payment of transportation bill shall be allowed. Payment of Bill is subject to availability of funds.
 - Details of the payment terms and condition are mentioned in Additional Terms and Condition (ATC)

10. Penalty :

- (a) If the work is delayed for any reason for which the TIA is not responsible, penalty @ 0.5 % per week or part thereof on the total cost maximum up to 10% of the contract value will be imposed on the firm under orders of appropriate Authority. The TIA reserves the right to forfeit the Performance Security & debar the bidder from participating in any other bid of his/her office. In such cases the TIA may write to Govt. for blacklisting the firm.

11. Amendments to BID terms, conditions and issue of Corrigendum/ addendum:

- (a) Seven (07) days before the last date of submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/s, modify the Bidding Documents by amendment /corrigendum.
- (b) The amendment in shape of corrigendum/addendum will be notified on the websites www.puri.nic.in/ www.opepa.odisha.gov.in and the prospective bidder/s are requested to take cognizance of such notification/s while submitting their tender proposal.
- (c) In order to allow prospective Bidder/s reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.
- 12.** The bidder/s may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated.
- 13.** All the information uploaded & submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder/s.
- 14.** No document as required and mentioned in the Bid shall be submitted in the Technical bid / Financial bid documents unless otherwise specifically

mentioned therein. All required documents shall be uploaded with serial number and page mark.

15. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.

16. The bid validity period is 90 days from the date of opening of the Financial Bid. Accordingly the bidder shall submit the Bid.

17. The TIA reserves the right to reject any or all the bids without assigning any reason thereof. The TIA also reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.

18. Resolution of Disputes:

(a) Any dispute between the Tender Inviting Authority and the successful bidder/s should be addressed to the Authority only in writing in their respective letter heads signed only by the designated signatories as in contract agreement. Both the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If both the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, the same will be referred to by either party for conciliation to the conciliation panel. For that purpose, both the parties, shall nominate each one member and both the nominated members shall form the Conciliation panel. In case the panel members report failure of conciliation, the matter shall be referred to arbitration, by the Arbitrator, to be nominated by the Collector and District Magistrate, Puri. The Collector and District Magistrate, Puri shall nominate an Arbitrator, whenever required or when a request is made by the successful bidder/s, after the failure of conciliation, to nominate an Arbitrator. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

19. Applicable Law and Jurisdiction of Courts:

(a) The Contract shall be governed by and interpreted in accordance with the existing law of India in force.

(b) All disputes relating to the contract is subject to the pecuniary jurisdiction of the Court at Puri.

COVERING LETTER
(ON BIDDER/S'S LETTER HEAD)

To

The DEO-cum-Nodal Officer
DPMU, MDM, Puri

Subject: Empanel of engagement of transporting agents for transportation of rice under PM POSHAN (MDM) programme in Puri for the year 2023-24

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards empanel of engagement of transporting agents for transportation of rice under PM POSHAN (MDM) programme in Puri for the year 2023-24 in accordance with your Tender Call Notice No _____ dated _____. I/We are hereby submitting our proposal, which includes Technical Bid and Financial Bid separately.

I/We, hereby declare that all the information and statements made in this Technical BID are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of my/our Bid. My/our Bid will be valid for acceptance up to **90 Days** from the date of opening of the financial BID and I confirm that this proposal will remain binding upon me/us and may be accepted by you at any time before this expiry date.

I/We, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the BID document. In case any provision of this BID document are found violated, then TIA shall without prejudice to any other right or remedy be at liberty to reject my/our Bid including legal action as per law.

I/We remain,

Yours faithfully,

Place:

Bidder's official Signatory

Date:

Name & Designation with Stamp

Bidder/s's Organisation (General Details)

Sl.No.	Description	Full Details
1	Name of the Bidder/s	
2	Address for Communication Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder/s: Mobile No. Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid processing fee Details Amount :Rs. _____ /-	
7	EMD details	
8	GSTIN	
9	PAN	
10	Confirm to carry out assignments as per the scope of work of the Bid Document	YES
11	Confirm to accept all the terms and conditions as specified in the Bid Document	YES

Place:

Bidder's official Signatory

Date:

Name & Designation with Rubber

Stamp

Check list of documents & Items to be enclosed with Technical Bid

Sl. No	Nature and Type of Document/Items	Whether enclosed (with page reference)	
		Yes / No	Page no.
1	Proof of Office in the State of Odisha		
2	Valid PAN		
3	Valid GST Registration Certificate		
4	Labour certificate issued by the Labour Commissioner/ DLO.		
5	Filed Income Tax Return for the Financial Year		
6	DD amounting to Rs.5000/- as bid processing fee		
7	EMD in shape of Demand Draft		
8	Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.		
9	Sample papers duly signed & sealed mentioning the GSM as well as name of the manufacturer.		
10	Duly filled in FIN-1 & FIN-2 Form		

Place:**Bidder's official Signatory****Date:****Name & Designation with Rubber Stamp****Official Seal of the Firm.**

(In Bidder's letter Head)

[Location, Date]

To:

**The DEO-cum-Nodal Officer
DPMU, MDM, Puri**

Undertaking / Declaration

1. I, _____ Son/ Daughter/ Wife of Shri _____ Proprietor / Director/ Authorized Signatory of the bidder, mentioned above, am competent to sign this declaration and execute this bid document;
2. I/we have carefully read and understood all the terms and conditions of the BID document and undertake to abide by them.
3. The information / documents 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 fact that furnishing of any false information / fabricated document would lead to rejection of my BID at any stage besides liabilities towards prosecution under appropriate law.
4. I/we also certify that our firm has not been blacklisted / debarred / banned by any State Govt. / UT / Central Govt. /Govt. organization / Govt. Institution / PSU / Govt. run autonomous body, Society / OSEPA and or convicted by any court of law due to (a) Service or quality supplied (b) submission of fake or forged documents (c) submission of incorrect information/ suppression of vital information and facts / misrepresentation of quality certificates (d) non-performance or non-supply (e) any other reasons.
5. This is also certified that neither my-self nor my organization will be indulged in any corrupt practices so far as this bidding is concerned.

Authorized Signatory [*In full and initials*]

Name and Designation of Signatory with Date and Seal:

COVERING LETTER
(In Bidder's Letter Head)

To

The DEO-cum-Nodal Officer
DPMU, MDM, Puri

Subject: Empanel of engagement of transporting agents for transportation of rice under PM POSHAN (MDM) programme in Puri for the year 2023-24 – FINANCIAL PROPOSAL

Madam/Sir

I/We, the undersigned, offer to Empanel of **engagement of transporting agents for transportation of rice under PM POSHAN (MDM) programme in Puri** in accordance with your Tender Call Notice No. _____, Dated: _____. My/Our attached Financial Proposal is for the sum of Rs. _____/- (Rupees Only) **[Insert amount(s) in words and figures*]**.

The quoted rate is inclusive all other charges/levies/duties, transportation cost & delivery of the complete material at block point. I do hereby undertake that, in the event of acceptance of our bid, the supply shall be made in respect to the terms and conditions as stipulated in the BID document.

My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days from the date of opening of the Financial bid. I/We have carefully read and understood the terms and conditions of the Bid document and do hereby undertake to provide the article accordingly.

I/We understand that you are not bound to accept any proposal you receive.

I/we remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

- Amount must match with the one indicated in FIN-2.

**TENDER SCHEDULE FOR TRANSPORTATION OF FOOD GRAINS (RICE)
UNDER MID DAY MEAL SCHEME FOR THE YEAR 2023-24 OF PURI DISTRICT.**

Name of the Block (Astaranga/ Brahmagiri/ Delanga/Gop/ Kanas/Kakatpur/ Krushnaprasad/Nimapara/ Pipli/ Purisadar & Municipality/ Satyabadi)	Rate of transportation charges per Quintal towards transportation of Rice from OSCSC Ltd point to School points without transit including all charges irrespective of distance (in Rupees).	Rate of transportation charges per Quintal towards transportation of Rice from OSCSC Ltd point to the Akshaya Patra Foundation Trust, godown point without transit including all charges irrespective of distance (in Rupees).
	Rs. Rupees in words:	Rs. Rupees in words:

I do hereby declare to execute the above mentioned description of work in accordance with the conditions specified and at the rate mentioned in the table against the block irrespective of distance.

Signature of the Bidder with Date & seal

Before the Executive Magistrate/ Notary Public

Sri.....

AFFIDAVIT

1. Sri/Smt..... aged about..... S/o/
D/o/W/o..... proprietor/Partner/ Director of M/s
.....At..... Po PS.
Dist.....

Do hereby solemnly affirm and state as follows:

- 1) That pursuant to the tender call notice dt..... of District Education Officer, Puri for appointment of Transport Contractor for transportation of food grain. I/ my firm/ company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm / company have not been black listed by any Central/State Govt. Organization or any Public Sector undertakings of the State/ Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the District Education Officer, Puri District.
- 5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me
Deponents
Advocate

The above deponent being present before me & duly identified by Sri..... Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

*strike out whichever is not applicable.

Executive Magistrate/
Notary Public.....

(Signature of the Bidder)

**(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)
Before the Executive Magistrate/ Notary Public
Sri.....**

AFFIDAVIT

I Sri/Smt.aged about.....Son/
Daughter/ Wife of Sri proprietor/Partner/ Director
of do hereby solemnly affirm and
declare that following are the family members/ partners of the firm/directors of
the company.

Sl No.	Name(s) of the Person/Partners of the Firm/Directors of the Company	Name of the family members	Relation with the Bidder (Bidder's father, mother, wife etc., Partner, Partner's father, mother wife etc., Director, Director's father, mother wife etc
1	Person		
2	Partner-1		
3	Partner-2..likewise		
4	Director-1		
5	Director-2..likewise		

I am aware of the fact that the term 'Family' shall mean husband/ wife, unmarried son/ daughters living in the same mess.

(Signature of the Bidder)

If the above declaration is found false / not true during the scrutiny of tenderor the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement shall also be liable for termination. Apart from above, my EMD/ Security Deposit may also be forfeited.

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri _____ Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

*Strike out whichever is not applicable.

Executive Magistrate/

Notary Public _____

(Signature of the Bidder)

Annexure-III

Details of Transport Vehicles

Name of the Bidder :.....

Name of the Block applied for:.....

Sl. No.	Type of Vehicle	Vehicle Regd. No.	Name of the Owner	Relationship with the Bidder	Make Model	Permit Valid up to	Fitness Valid up to	Tax paid up to	Insurance valid up to	PUCC valid up to

Signature of the Bidder with seal

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

SL.NO	Name of the Document	Put ✓ Mark
1	Tender paper & tender Document	
2	Cost of tender paper	
3	EMD	
4	Original fixed deposit/bank guarantee	
5	Copy of the latest income tax return for the assessment year 2022-23(Financial year2021-22) and copy of PAN CARD.	
6	Copy of the Registration Certificate under " The Carriage by Road Act 2007" & "The Carriage by Rode rule.2011".	
7	Authorization letter in submitting the tender paper on behalf of the partnership firm /Company/ Family.	
8	Certified copy of Partnership deed/ Articles of Association/Memorandum of Association/Bye-laws/ Certificate of Registration, as applicable.	
9	List of 02 owned transport vehicles with attested Xerox copies of documents.	
10*	Affidavit on use of vehicle of partner or Director	
11*	Affidavits mentioning that She/he/firm/company/family is not black listed by any Govt. organization/ undertaking or that no criminal or vigilance case is pending against the Bidder. (Annexure-I)	
12*	Affidavits'as to family members /partner of the Firm/Director of the Company.(Annexure-II)	

N.B:

All document mentioned above except at Sl.No.2,3, 4,10,11 & 12 have to be self-attested by the Bidder. Sl.No.1 shall be signed by the Bidder only and Sl.No.2,3,4 (only in case of affidavit) 10, 11 & 12 shall be submitted in original.

Date

Signature of the Bidder
Authorized person Name & Seal:

Place

ADDITIONAL TERMS & CONDITIONS

Sealed Tenders in prescribed forms are invited from the intending Registered Firm(s) Authorized Licensing Transporting Contractors/Agents/ Govt. or Semi Govt. Agencies/ Cooperative Societies for undertaking transportation of food grains (Rice) under Mid Day Meal Programme of Puri District from the OSCSC Ltd. to different School points for the year 2023-24.

1. The Bidder may apply for one or more blocks (separately for each block) of the districts. One tender form to be used for one block only.
2. No individual, company, firm, corporation shall participate in the tender process unless it obtains or possess valid Agent's license for transportation of food grains as per Carriage by Road Act-2007 with carriage by Road Rules-2011.
3. The Bidder should file an affidavit either before the Executive Magistrate or before the Notary in support of that; he/she has no criminal/vigilance case pending against him/her; he/she not miller or miller agent and he/she or his/ her firm is not blacklisted by any Govt./ semi Govt. organization (Annexure-I).
4. The Bidder should file an affidavit either before the Executive Magistrate or before the Notary as to Family Members/ Partner of the Firm/ Director of the Company (Annexure-II)
5. The Bidder should have minimum two no. of transport vehicles having good running condition suitable for transportation of food grains (1 no. heavy vehicles and 1 no. light vehicle) registered in his/her name/ in the name of the family members & having state permit of each vehicle for transportation. However the Bidder having two nos. heavy vehicles and two nos. light vehicles can apply for four blocks. The transporting

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Bid Document for Engagement of Transporting Agents

agent will have the responsibility for smooth transportation or delivery of materials to destination following the existing rule of traffic for transportation.

6. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of the Corporation without any objection. In case of company, the vehicles must have been registered in the name of the company or in the name of any of the Director(s). An affidavit of the Director(s) who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.
7. In case the Bidder required to dispose of any vehicle(s) between the agreement period, the same shall be made on prior intimation to the District Education Officer-cum-Nodal Officer, MDM, Puri with substitute of a suitable vehicle in the name of the Bidder along with its documentary evident.
8. The Bidder should have experience of transportation for minimum three years in similar trade/profession.
9. The maximum ceiling of transportation cost of rice from OSCSC Ltd. to school point irrespective of distance is **Rs.150/- (Rupees One Hundred Fifty) only per quintal** of rice duly notified vide S & ME department, Govt. of Odisha letter no. 905/dt.17.08.2019.
10. The tender should be filled in properly and legibly without any over writing. The rates and units should be written both in words and figures in the tender. The rates quoted (flat rate per quintal irrespective of distance & inclusive of all expenditure) should be final and the Bidders shall not be allowed to change the same under any circumstances and

- it should be valid for the year 2023-24. All pages of the tender paper must be signed by the Bidder as token of acceptance of the terms and conditions.
11. The Bidder shall carefully go through all the terms and conditions of the tender documents and submit the tender papers correctly and in complete form. The tender paper should be filled in properly and legibly without any correction/ overwriting. No opportunity shall be given to the Bidder to rectify or amend any defect detected at the time of verification.
 12. The lowest rate of the tender will be considered for acceptance if the rate is within the cost norm depending upon the local condition and prevailing prices.
 13. The Tender Committee will examine the feasible rate of transportation to award the tender. It is not that the tender will be awarded to the bidder quoting the lowest rate, if the rate is not feasible/ workable.
 14. The Bidder will submit his/her bid in two sealed envelopes (First one super scribing "Technical Bid" containing all required valid documents and second one super scribing "Financial Bid"). Both the bid documents should be submitted in a master sealed envelope super scribing "**Tender for Empanelment of Transport Agents / Agencies for transportation of Rice under PM POSHAN (MDM) Programme in Puri district for the year 2023-24**" (The name of the block applied for to be written in the space provided).
 15. The Tenders should furnish following self-attested documents/ papers along with the tender paper. In case, any one of the documents specified below is not enclosed to the Technical Bid, the tender paper shall be out rightly rejected. The Bidder shall have to produce the

original documents if necessary before the District Tender Committee for verification failing which his/her tender shall be summarily rejected.

- a) Original tender paper duly signed by the Bidder.
 - b) Commercial Establishment address with phone no, E-mail etc.
 - c) Pay order/DD (non-refundable) for Rs.5000/- (Rupees Five Thousand) only made in favour of District Education Officer-cum-Nodal Officer, MDM, Puri payable at Puri towards cost of tender paper for each block.
 - d) Valid PAN Card & latest income tax return/ up to date Income Tax Clearance Certificate.
 - e) Bankers Chaque/Demand Draft issued by any Nationalized Bank/Scheduled bank for ₹2,00,000/- (Rupees Two Lakh) only made in favour of Mid Day Meal Programme, Puri payable at Puri towards Earnest Money Deposit for each block.
 - f) Past experience (at least for three years in similar trade) and performance certificate of Bidder in similar trade (if any), in Govt./ Semi Govt. organizations.
 - g) Attested copy of the valid Agent's license as per Carriage by Road Act-2007 with carriage by Road Rules-2011.
 - h) Affidavits as at point 3 & Point 4 of the terms and conditions (Annexure I & II).
 - j) Attested copy of valid Registration certificate, Fitness certificate issued by the Transport department in respect of Transport vehicles (Annexure III).
 - k) Valid Labour license from the Labour Department.
16. In case the successful Bidder refuses to execute work of transporting agent after acceptance of his tender by the undersigned, the earnest money deposited by him/her will be forfeited.
17. The Bidder has to deposit ₹2,00,000/- (Rupees Two Lakh) only per each block as security deposit in favour of District Education Officer-

cum-Nodal Officer, MDM, Puri. The Earnest Money Deposit of unsuccessful Bidders shall be refunded after finalization of the tender process. The EMD of successful Bidders will be converted to Security Deposit. This will be refunded after successful completion of contract period and audit of accounts of Transporting Agents. The whole or part of the security deposit will be forfeited for irregular performance or breach of any of the terms & conditions of agreement during the contract period. No interest shall be payable on the amount of Earnest Money Deposit.

18. The successful Bidders shall have to execute an Agreement with the Collector, Puri as per the terms and conditions specified within 2 (Two) days of intimation of acceptance of his/their tender.
19. The successful Bidder shall be required to lift food stuff rice under Mid-Day Meal programme from OSCSC Ltd. as per release order issued by CSO and transport the same to different School points directly within the specified time/ period as per the direction of the District Nodal Officer, MDM-cum-DEO, Puri and after obtaining the diversion order issued from concerned Block Nodal Officer, MDM-cum-BEO. It is the responsibility of the Bidder/Transporting agent to lift fair average quality (FAQ) food grains (Rice) from OSCSC Ltd. and deliver the same at the school points in consultation with the concerned CRCC on proper weighment, excluding the weight of the gunny bags, as per the diversion order and in no case short supply/delivery of rice shall be allowed.
20. The Transporting Agent must carry the Weighing Machine (in proper order) with him at the time of delivery of rice to every school. The Transporting Agent is 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 fair average quality and quantity of food grains (rice). The quality & quantity of the food materials may be inspected by the Govt. officials authorized by Collector, Puri during transit and also at delivery points.

21. The receiving officer/the Headmaster at the school point has the liberty to refuse to receive the rice if he/she is not satisfied with the exact quantity and fair average quality of rice. If any misappropriation is detected during inspection or otherwise, penalty shall be imposed which would be equivalent to 3 times or with market value whichever is higher of the cost of misappropriated food grains apart from initiating criminal case under the relevant law.
22. The Transporting Agent shall carry the delivery challan to the schools with three copies and carbon paper. One copy of the delivery chalan shall be retained at the school; one copy shall be retained with the Transporting Agent and one copy shall be handed over to the District Education Officer, Puri-cum-for verification and Payment.
23. Payment shall be made against submission of bills as per approved rates incorporated in the Agreement on completion of delivery of food stuff as per the order of the competent authority. The District Education Officer-cum-District Nodal Officer, MDM, Puri/ Authorized officer shall have the right to deduct and adjust any amount found recoverable towards loss or damage or both.
24. No advance payment of transportation bill shall be allowed. Payment of Bill is subject to availability of funds.
25. The authority may terminate the contract for violation of terms and Agreement or for any other reason to be recorded in writing.

26. The work is to be carried out with the due diligence and in accordance with the instruction to be issued from time to time by the Collector / District Education Officer-cum-District Nodal Officer, MDM, Puri / Officer authorized by the Govt.
27. If the Transporting agent fails to transport the food stuffs (rice) within the time limit, then the District Education Officer-cum-District Nodal Officer, MDM, Puri/ authorized officer will take immediate steps to transport the same by other means and the extra cost incurred will be recovered from the pending bills/ Security deposit of the transporting agent.
28. The bills should be submitted preferably once in a quarter to the District Education Officer-cum-District Nodal Officer, MDM, Puri on completion of delivery of stock as per order of the competent authority otherwise lifting of food stuff for next quarter will be diverted to any other transporting agent with approved rate. The Transporting Agent have to file his/her bills of Transportation cost within two months of delivery of MDM rice failing which the bills for the same will not be entertained any more.
29. The transport agencies must intimate the District Education Officer and concerned Nodal Office, MDM of the block, the date, time & address of the OSCSC Ltd. before 3 days of lifting of rice indented for concerned block. The authorized officers have all the rights & may refuse to receive the rice lifted by the transport agents from OSCSC Ltd. if rice is being lifted without prior notice of the District Education Officer & concerned Block Education Officer. Further the concerned officer/nominee of the Collector may be intimated to be present at OSCSC Ltd. point for verification & sample collection of MDM rice.

30. The date of lifting of Rice and the quantity lifted along with the address of the OSCSC Ltd. must be intimated to the District Education Officer-cum-District Nodal Officer, MDM, Puri/Block Education Officer-Block Nodal Officer, MDM of the concerned block immediately in writing.
31. After lifting the rice from OSCSC Ltd. the same should be delivered at School points directly without transit as per the diversion order of the Block Education Officer-cum-Block Nodal Officer, MDM of the block.
32. After delivering the Rice at the school points the date wise quantity of rice delivered be intimated to Block Education Officer-cum-Block Nodal Officer, MDM of the block in writing with a copies of acknowledgement of rice received by the headmaster/authorized persons of the Schools.
33. The Mid Day Meal management of all the schools of Puri Sadar & Municipality, Satyabadi, Kanas and more than 200 schools of Gop block are under the Akshaya Patra Foundation Trust. So rice meant for those schools is to be supplied to the Akshaya Patra Foundation Trust, Puri or to the school point depending on the situation.
34. The management of MDM of any other block may be transferred to the Akshaya Patra Foundation Trust partially or fully if such decisions were taken. Then the rice meant for those block/schools be supplied to the Akshaya Patra Foundation Trust.
35. The Tender Papers complete in all respect should reach the District Education Officer, Puri, Chandan Hajuri Road, Po/Dt-Puri, Pin-752001 latest by dt. 11-04-2023 through Speed post/Regd. Post only. The office will not be responsible for any kind of postal delay. The tenders received beyond the schedule date & time shall not be taken into consideration.

36. The Technical Bids of the tenders will be opened on **dt.**_____ **at** _____ and the Financial Bids will be opened on **dt.**_____ at _____ in the office chamber of Collector, Puri in the presence of the Bidder or his/her authorized representative. The Bidders are not allowed to bring companion with them during the tender process.

37. The authority reserves every right to reject any or all the tenders received without assigning any reason thereof.

I agree to abide by the above terms and conditions of the tender.

Date

Signature of the Bidder with seal